# EAST STROUDSBURG AREA SCHOOL DISTRICT

SECTION:

**FINANCES** 

TITLE:

**PURCHASES BUDGETED** 

ADOPTED:

August 19, 2002

REVISED:

October 17, 2011

### 611. PURCHASES BUDGETED

1. Authority SC 751

It is the policy of the Board that when funds are available all purchases contemplated within the current budget and not subject to bid shall be made in a manner that ensures the best interests of the school district.

2. Delegation of Responsibility SC 807.1 All purchases that are within budgetary limits may be made upon authorization of the Business Manager and/or designee.

SC 609

All purchase order requests must be referred to the <u>Purchasing AgentBusiness</u> <u>Manager and/or designee</u>, who shall check whether the proposed purchase is subject to bid, whether sufficient funds exist in the budget, and whether the material might be available elsewhere in the school district.

3. Guidelines SC 511, 807.1

Written or telephonic price quotations shall be required from at least three (3) responsible contractors for the supplies, equipment or services desired, and when the contemplated expenditure is less than \$10,00015,200 but greater than \$4,0006,100. A written record shall be made of these quotations and shall contain the date of the quotation; name of contractor; contractor's representative; the construction, reconstruction, repair, maintenance or work of the quotation. The written price quotations, records or telephonic price quotations and memoranda shall be kept on file for a period of three (3) years.

In the interests of economy, fairness and efficiency in its business dealings, the Board requires that:

- 1. Items commonly used in the various schools and buildings be standardized whenever possible.
- 2. Opportunity to do business with the district shall be provided to as many responsible suppliers as possible. Lists of potential suppliers for various types of supplies, equipment and services will be developed and maintained.



# 611. PURCHASES BUDGETED - Pg. 2

No purchase request will be honored unless made on a school district requisition form that has the necessary approval.
The Board recognizes its position as a major purchaser in the community. While it is the Board's intent to purchase quality materials and supplies at the lowest possible cost through open competition, if all other considerations are equal the Board prefers to purchase within the school district from established local merchants.
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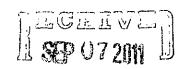


Please Check One:

Kegular Day Trip
Extended Day Trip
Overnight Trip

White-Transportation

Yellow- School Office



121. ATTACHMENT A

Dispatch	Order	#:	

BY:\_\_\_\_

### EAST STROUDSBURG AREA SCHOOL DISTRICT

FIELD TRIP REQUEST FORM

The top section of this form is to be completed by the staff member seeking permission to make the trip. It should be submitted to

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the building principal for approval at least thirty (30) days prior to the desired day trip date or sixty (60) days prior to an overnight trip. Buses and trips will be approved on a first-come, first-served basis. All field trips made during regular school days should be scheduled between 8:30 A.M. and 1:45 P.M. Drivers will be assigned by the Transportation Office. Do not request specific drivers. SCHOOL MSF GROUP LATH Grade REQUESTOR\_ DIRECTIONS TO DESTINATION OBTAINED (Please check) PLACE OF DEPARTURE (Be Specific) MSE NUMBER OF STUDENTS MAKING TRIP NUMBER OF SCHOOL BUSES NEEDED BUS ARRIVAL TIME (For pre-departure preparation) BUS DEPARTURE TIME (After all pre-trip preparation is complete) RETURN TIME (When bus(es) arrive back at school for other duties) PURPOSE OF TRIP (Include relationship to present curriculum area being covered) on experiences Students NUMBER OF CHAPERONES REQUIRED (See Board Policy No. 121) \* List must be submitted to the building principal at least two (2) weeks prior to the date of the trip PROJECTED COST OF TRIP: # of Substitutes X # of Days Transportation Costs (as is applicable) Admission/Registration Fees Miscellaneous (Please list) Grand Total PROCEDURAL PLAN/RAIN DATE IN CASE OF POSTPONEMENT/CANCELLATION: MY SIGNATURE -- Staff Member Making Request DATE SIGNATURE/APPROVAL -- Building Principal SIGNATURE/APPROVAL -- Director of Athletics and Activities\* DATE \* As is applicable DATE SIGNATURE -- Asst. Supt./Curriculum & Instruction

Pink-School Nurse

Gold-School Cafeteria

### EAST STROUDSBURG AREA SCHOOL DISTRICT

# **REQUEST TO CLOSE A STUDENT ACTIVITY**

1. NAME OF ORGANIZATION: <u>ESASD - High School - North - Class of 2009</u>
REASON FOR CLOSING: (Briefly describe why this organization is being disbanded.)      Inactive - Students Graduated June 2009
3. DISPOSITION OF FUNDS:
a. Does this organization have any funds?  If yes, what is the present balance?  \$\frac{X}{2.80}\$
b. What disposition will be made of these funds?  Remaining money will be transferred to the High School North Principal fund.
c. How will the funds be used after the above disposition is made? The Principal will determine how the money will be spent to benefit the needs of other clubs.
4. DATE OF CLOSING: 9/19/2011  Date Submitted: 9/19/2011 Submitted by: Diagre Kelly
Approval of Sponsoring Administrator:
***************************************
BOARD OF EDUCATION ACTION
This request was (Approved by the Board of Education at their meeting held on
Reasons for disapproval or qualifications of approval, if applicable, were as follows:
Date: Secretary:
**SUBMIT ORIGINAL PLUS ONE (1) COPY TO SPONSORING ADMINISTRATOR**

# EAST STROUDSBURG AREA SCHOOL DISTRICT

# **REQUEST TO CLOSE A SPECIAL ACTIVITY**

1. NAME OF ORGANIZATION: <u>ESE Faculty Fund</u>	
2. REASON FOR CLOSING: (Briefly describe why this organization is being disbanded.) ACCOUNT HAS BEEN INACTIVE FOR THE 2010/2011 SCHOOL YEAR.	
3. DISPOSITION OF FUNDS:	
a. Does this organization have any funds? Yes Nox	_
If yes, what is the present balance? \$ 0	
b. What disposition will be made of these funds? <u>No funds in account</u>	
c. How will the funds be used after the above disposition is made?	
4. DATE OF CLOSING: 9/19/11	
Date Submitted: 9/19/2011 Submitted by: DIANE KELLY	
Date Submitted: 9/19/2011 Submitted by: DIANE KELLY  Approval of Sponsoring Administrator:	_
**************************************	**
BOARD OF EDUCATION ACTION	
This request was (Approved Disapproved by the Board of Education at their meeting held on	
Reasons for disapproval or qualifications of approval, if applicable, were as follows:	_
	_
Date: Secretary:	_
**SUBMIT ORIGINAL PLUS ONE (1) COPY TO SPONSORING ADMINISTRATOR**	

#3325 (13 Appendix "B"

## EAST STROUDSBURG AREA SCHOOL DISTRICT

# **REQUEST TO CLOSE A SPECIAL ACTIVITY**

1. NAME OF ORGANIZATION: <u>HIGH SC</u>	HOOL NORTH	I- ATHLETIC D	EPT CLUB	
2. REASON FOR CLOSING: (Briefly descr ACCOUNT HAS BEEN INACTIVE FOR TH	ibe why this or IE 2009/2010	ganization is be & 2010/2011 S	ing disbanded	.) <u>.</u>
3. DISPOSITION OF FUNDS:				
a. Does this organization have any	funds?	Yes	_ No	Χ
If yes, what is the present be	alance?	<u>\$ 0</u>		
b. What disposition will be made of	these funds? _	NO FUNDS I	N THIS ACCC	OUNT.
c. How will the funds be used after t	the above dispo	osition is made	?	
4. DATE OF CLOSING: 9/19/2011  Date Submitted: 9/19/2011  Approval of Sponsoring Administrator:		itted by:	DIANE KELL	Υ
**************************************	EDUCATION A		*************	*****
This request was (Approved Education at their meeting held on	Disapproved	by th	ne Board of	<u>.</u>
Reasons for disapproval or qualification	s of approval,	, if applicable,	were as follo	ws:
Date:	Secretary			

\*\*SUBMIT ORIGINAL PLUS ONE (1) COPY TO SPONSORING ADMINISTRATOR\*\*

#3325 (13 Appendix "B"

# EAST STROUDSBURG AREA SCHOOL DISTRICT

# REQUEST TO CLOSE A SPECIAL ACTIVITY

1. NAME OF ORGANIZATION: <u>HIGH SCHOOL NORTH- BOOK CLUB</u>
2. REASON FOR CLOSING: (Briefly describe why this organization is being disbanded.) ACCOUNT HAS BEEN INACTIVE FOR THE 2010/2011 SCHOOL YEAR.
3. DISPOSITION OF FUNDS:
a. Does this organization have any funds?  Yes NoX
If yes, what is the present balance? \$ 0
b. What disposition will be made of these funds?
c. How will the funds be used after the above disposition is made?
4. DATE OF CLOSING: 9/19/2011  Date Submitted: 9/19/2011 Submitted by: DIANE/KELLY  Approval of Sponsoring Administrator:
**************************************
BOARD OF EDUCATION ACTION
This request was (Approved Disapproved by the Board of Education at their meeting held on
Reasons for disapproval or qualifications of approval, if applicable, were as follows:
Date: Secretary:

\*\*SUBMIT ORIGINAL PLUS ONE (1) COPY TO SPONSORING ADMINISTRATOR\*\*

# RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS OF THE

### EAST STROUDSBURG AREA SCHOOL DISTRICT

### RESOLUTION NO.

AUTHORIZING AND DIRECTING THE INCURRENCE OF NONELECTORAL DEBT OF EAST STROUDSBURG AREA SCHOOL DISTRICT "BORROWER"), MONROE AND PIKE COUNTIES, PENNSYLVANIA THROUGH THE ISSUANCE OF ITS GENERAL OBLIGATION NOTE (STATE PUBLIC SCHOOL BUILDING AUTHORITY) SERIES A OF 2011 IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF SIX HUNDRED THIRTY THOUSAND DOLLARS (\$630,000) FOR THE PURPOSE OF PROVIDING FUNDS TO PAY COSTS OF (A) CERTAIN CAPITAL PROJECTS AND (B) ISSUING THE NOTE (COLLECTIVELY, THE "PROJECT"); STATING THAT REALISTIC COST ESTIMATES HAVE BEEN MADE FOR THE CAPITAL PROJECT; AUTHORIZING THE PAYMENT OF OTHER CAPITAL PROJECTS UPON APPROPRIATE AMENDMENT HERETO; STATING THE REALISTIC ESTIMATED USEFUL LIFE OF THE PROJECT FOR WHICH SAID NOTE IS ISSUED; DIRECTING THE PROPER OFFICERS TO PREPARE, CERTIFY AND FILE THE REQUIRED DEBT STATEMENT AND BORROWING BASE CERTIFICATE; COVENANTING THAT THE BORROWER SHALL INCLUDE THE AMOUNT OF ANNUAL DEBT SERVICE IN ITS BUDGET FOR EACH FISCAL YEAR; STATING A COVENANT AS TO PAYMENT OF PRINCIPAL AND INTEREST WITHOUT DEDUCTION FOR CERTAIN TAXES: SETTING FORTH THE SUBSTANTIAL FORM AND OTHER DETAILS OF THE NOTE; PROVIDING FOR THE SALE OF THE NOTE AT PRIVATE SALE BY NEGOTIATION AND ACCEPTING THE PROPOSAL FOR THE PURCHASE OF THE NOTE; APPOINTING A LOAN PAYING AGENT AND SINKING FUND DEPOSITORY; PROVIDING FOR PREPAYMENT OF THE NOTE; PROVIDING FOR EXECUTION OF THE NOTE, PAYMENT OF THE PURCHASE PRICE, APPLICATION AND INVESTMENT OF THE PROCEEDS THEREOF; CREATING A SINKING FUND; AUTHORIZING AND APPROVING A LOAN AGREEMENT WITH STATE PUBLIC SCHOOL BUILDING AUTHORITY; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE BORROWER TO CERTIFY AND TO FILE WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT CERTIFIED COPIES OF THE NECESSARY PROCEEDINGS; AUTHORIZING THE INCLUSION INFORMATION REGARDING THE BORROWER IN THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT; AUTHORIZING CONTINUING DISCLOSURE: AUTHORIZING THE PROPER OFFICERS OF THE BORROWER TO DO ALL THINGS NECESSARY TO CARRY OUT THE RESOLUTION AND TO PAY FINANCING COSTS; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE BORROWER TO PAY ISSUANCE COSTS; AND RESCINDING ALL INCONSISTENT RESOLUTIONS.

WHEREAS, the East Stroudsburg Area School District, Monroe and Pike Counties, Pennsylvania, (the "Borrower"), a school district of the Commonwealth of Pennsylvania (the "Commonwealth"), has the power and authority, pursuant to the Local Government Unit Debt Act, 53 Pa. C.S.A. §§8001 et seq. (the "Act"), to incur non-electoral debt for the purposes of financing the costs of capital improvements in and for the Borrower and to evidence such non-electoral debt by the issuance and sale of its general obligation notes; and

WHEREAS, the State Public School Building Authority (the "Authority") is undertaking a program (the "Program") of providing financing for capital projects of school districts in the Commonwealth through the issuance, from time to time, by the Authority of its qualified zone academy bonds, in one or more series (the "Bonds"); and

WHEREAS, in accordance with Section 6431 of the Internal Revenue Code of 1986, as amended, the United States will provide a direct interest subsidy under the federal Qualified Zone Academy Bond program, which the Authority will pass through to the borrowers in proportion to their participation in the Program, including the Borrower; and

WHEREAS, the Authority will lend proceeds of the Bonds to school districts whose projects have been approved for the Program by the Pennsylvania Department of Education; and

WHEREAS, the Board of School Directors (the "Governing Body") of the Borrower has expressed its intention to participate in the Program, and to borrow from the Authority the amount(s) for the capital project(s) described in Exhibit A hereto, and has authorized its appropriate officers to take such actions as may be necessary or convenient in connection with the Borrower's participation in the Program; and

WHEREAS, the Borrower has been approved by the Pennsylvania Department of Education to receive financing from proceeds of the Bonds to finance the Project (as such term is hereinafter defined); and

WHEREAS, the Borrower will enter into a loan agreement with the Authority (the "Loan Agreement") pursuant to which the Authority will agree to loan proceeds of the Borrower and the Borrower will agree to repay the loan of Bond proceeds; and

WHEREAS, the Borrower now desires to incur non-electoral debt and to issue its general obligation note to the Authority in order, among other things, to evidence and secure its obligations under the Loan Agreement; and

WHEREAS, the Governing Body has determined that the sale of such general obligation note to the Authority at a private sale by negotiation pursuant to the Act is in the best financial interest of the Borrower; and

WHEREAS the Governing Body has determined to accept the Purchase Proposal (as hereinafter defined) of the Authority for the purchase of the Note, such sale to be conditioned upon, among other things, the receipt of approval from the Pennsylvania Department of Community and Economic Development ("DCED") relating to the incurring of the maximum aggregate principal amount of the non-electoral debt to be evidenced by such general obligation note;

NOW THEREFORE, the Governing Body of the Borrower, pursuant to the Act, hereby resolves as follows:

Section 1. <u>Incurrence of Debt; Amount and Purpose of Note.</u> The Borrower hereby authorizes and directs the incurring of nonelectoral debt through the issuance of its General Obligation Note (State Public School Building Authority), Series A of 2011 (the "Note") in the maximum aggregate principal amount of Six Hundred Thirty Thousand Dollars (\$630,000) for the purpose of providing funds to (a) pay costs of the planning, designing, constructing, furnishing and/or equipping of the capital projects described on <u>Exhibit A</u> attached hereto and made a part hereof (the "Capital Project"); and (b) to pay the costs of issuing the Note and the Borrower's proportionate share of the costs of issuing the Bonds (collectively, the "Project").

The Note will be a general obligation note of the Borrower.

Section 2. <u>Cost and Realistic Useful Life; Other Capital Projects; Debt Service</u>. Realistic cost estimates have been obtained by the Borrower for the Capital Project by qualified persons, as required by Section 8006 of the Act.

The Borrower hereby determines that the useful life of the Capital Project is at least 18 years from the date hereof, which shall exceed the final maturity of the Note. Nothing in this Section shall be construed to limit the Borrower's authority hereafter to fix a useful life for the Capital Project for a number of years greater than the number of years set forth in this Section so long as any future determination is not greater than the useful life of such project.

The Borrower hereby reserves the right to undertake components of the Capital Project in such order and at such time or times as it shall determine and to allocate the proceeds of the Note and other available moneys to the final costs of the Project in such amounts and order of priority as it shall determine; but the proceeds of the Note shall be used solely to pay the "costs", as defined in the Act, of the Project described herein or, upon appropriate amendment hereto, to pay the costs of other capital projects for which the Borrower is authorized to incur indebtedness.

In accordance with Section 8142(b)(2) of the Act, the annual mandatory sinking fund installments of the principal amount of the Note have been fixed so that the principal of the Note will be amortized, together with other outstanding debt, on at least an approximately level annual debt service plan.

- Section 3. <u>Debt Statement and Borrowing Base Certificate</u>. The President or Vice-President of the Governing Body of the Borrower or the Treasurer of the Borrower and the Secretary or Assistant Secretary of the Borrower are hereby authorized and directed to prepare, certify, verify and file with DCED a Debt Statement required by Section 8110 of the Act and a Borrowing Base Certificate.
- Section 4. Covenant to Pay Note. It is covenanted with the registered owners from time to time of the Note that the Borrower shall (a) include the amount of the debt service for the Note for each fiscal year in which such sums are payable in its budget for that year, (b) appropriate such amounts from its general revenues for the payment of such debt service, and (c) duly and punctually pay, or cause to be paid, from its sinking fund or any other of its revenues or funds the principal of (which includes the annual mandatory sinking fund installments of the principal set forth on Schedule I (hereinafter defined)) and the interest on, the Note at the dates and places and in the manner stated in the Note according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Borrower pledges its full faith, credit and taxing power, within the limits established by law. As provided by the Act, this covenant shall be specifically enforceable.
- Section 5. Form and Terms of Note. The Note shall be issued in fully registered form, and shall be substantially in the form set forth in Exhibit B attached hereto and made a part hereof, subject only to such changes as counsel may recommend and the President of the Governing Body may approve, such approval to be conclusively evidenced by his or her execution thereof.

The maximum rate of interest per annum for the Note shall not exceed the rate set forth in <u>Schedule I</u> attached hereto and made a part hereof ("<u>Schedule I</u>"), and the principal amounts and <u>mandatory sinking fund installments payable in any year shall not exceed the maximum amounts set forth</u> for such year in <u>Schedule I</u>. The final principal maturity of the Note shall not be later than September 1, 2029.

To the extent that the amount of the debt incurred by the Borrower pursuant to this Resolution exceeds the amount of the debt to be evidenced by the Note, appropriate officers of the Governing Body are authorized to file necessary documentation with the DCED in accordance with Section 8202 of the Act.

Interest shall accrue on the entire outstanding principal amount of the Note without regard to payments of mandatory sinking fund installments.

Section 6. <u>Approval of Private Sale by Negotiation</u>. After due deliberation and investigation, the Governing Body hereby determines that a private sale by negotiation is in the best financial interests of the Borrower.

The Borrower hereby invites, and authorizes the Authority to submit in the manner herein provided, the Authority's proposal for the purchase of the Note, consisting of a Note Purchase Agreement to be executed and delivered upon adoption of this Resolution, and a Confirmation of Note Purchase Agreement to be executed and delivered after pricing of the Bonds (collectively, the "Purchase Proposal"), provided that such Note shall bear rates, and have such terms and other provisions not inconsistent with this Resolution.

The Purchase Proposal shall be submitted to the President or Vice President of the Governing Body and the Secretary or Assistant Secretary or Treasurer of the Borrower for approval and acceptance. The Purchase Proposal shall be substantially in the form set forth in Exhibit C hereto, with (a) such insertions as to interest rates, principal amounts, mandatory sinking fund installments, maturity dates and redemption provisions and related matters and (b) such deletions and amendments as the officers of the Borrower executing the Purchase Proposal, with the advice of counsel, shall approve. The sale of the Note shall be for a purchase price of not less than 98% of the aggregate principal amount of the Note. The execution and delivery of the Purchase Proposal by appropriate officers of the Borrower shall constitute conclusive evidence of such approval.

Section 7. <u>Acceptance of Purchase Proposal</u>. The execution and delivery of the Purchase Proposal by the President or Vice President of the Governing Body and attested by the Secretary or Assistant Secretary of the Borrower shall constitute acceptance hereunder of the Purchase Proposal.

Upon acceptance of the Purchase Proposal, as aforesaid, the Note shall be and hereby is awarded and sold to the Authority at a negotiated sale. Provided that the rate or rates per annum to be borne by the Note shall be satisfactory to the officers of the Borrower executing the Purchase Proposal and the Note conforms in all other respects to the requirements of the Act, the proper officers of the Borrower are authorized and directed to execute and deliver an acceptance of the Purchase Proposal.

Section 8. Paying Agent, Sinking Fund Depository and Registrar; Payment of Principal and Interest Without Deduction for Taxes. The proper officers of the Borrower are hereby authorized and directed to contract with Wells Fargo Bank, National Association, Philadelphia, Pennsylvania, for its services as sinking fund depository, paying agent and registrar with respect to the Note (the "Loan Paying Agent"), and such bank is hereby appointed to act in such capacities with respect to the Note.

The principal of (including the annual mandatory sinking fund installments of the principal) and interest on the Note shall be payable in lawful money of the United States of America at the corporate trust office of Wells Fargo Bank, National Association, Philadelphia, Pennsylvania, or such other office as the Loan Paying Agent may designate in writing to the Borrower.

The principal or redemption price of, and mandatory sinking fund installments of and interest on, the Note is payable without deduction for any tax or taxes, except gift, succession, franchise, excise or inheritance taxes, now or hereafter levied or assessed thereon under any present or future laws of the Commonwealth of Pennsylvania, all of which taxes, except as above provided, the Borrower assumes and agrees to pay.

Section 9. Prepayment of Note. The Note shall be subject to optional and mandatory prepayment prior to maturity as set forth in the Note and the Purchase Proposal; provided, however, that the Note shall be subject to prepayment (a) only in connection with the redemption of the Borrower's proportionate share of the Bonds, (b) with the prior written consent of the Authority, (c) upon receipt by the Authority of confirmation from any applicable rating agency to the effect that the rating of the Bonds then in effect will not be adversely affected by such prepayment; (d) upon receipt by the Authority of an opinion of bond counsel to the effect that such prepayment will not adversely affect the receipt by the Authority of the interest subsidy with respect to the Bonds from the United States and (e) upon payment by the Borrower, in addition to the prepayment price of the Note, of all fees, costs and expenses of the Authority in connection with such prepayment, including the amount of any breakage fee or similar amounts, payable by the Authority in connection with the termination, modification or reduction of any investment agreement related to the Bonds resulting from such prepayment; and provided further, however, that clauses (c) and (d) of this Section shall not apply to any mandatory prepayment of the Note.

Section 10. Execution of Note; Payment of Purchase Price; Application of Proceeds; Investment of Project Account. The Note shall be executed by the President or the Vice President of the Governing Body of the Borrower and shall have the corporate seal of the Borrower affixed thereto, duly attested by the Secretary or Assistant Secretary of the Borrower and said officers are hereby authorized and directed to execute the Note in such manner. If any officer whose signature appears on the Note shall cease to hold such office before the actual delivery date of such Note, such signature shall nevertheless be valid and sufficient for all purposes as if such person had remained in such office until the actual delivery date of such Note. The President or Vice President of the Governing Body is authorized and directed to deliver, or cause to be delivered, the Note to the Authority, as purchaser thereof or to its assignee, against the full balance of the purchase price therefor. The purchase price for the Note shall be paid by the deposit by the Authority with the trustee for the Bonds (the "Trustee") of moneys in an amount equal to the actual principal amount of the Note. Such moneys shall be held by the Trustee in a segregated account (the "Project Account") and applied (a) to pay the Borrower's proportionate share of the costs of issuing the Bonds, and (b) upon requisition, from time to time, by the Borrower, to pay the costs of issuing the Note and the costs of the Capital Project. Pending such application, the President, the Vice President or the Treasurer of the Governing Board is hereby authorized and directed to cause the money so deposited in the Project Account to be invested or deposited and insured or secured as permitted and required by applicable provisions of the Pennsylvania Public School Code of 1949, as amended (the "School Code"). If so provided in the Loan Agreement, moneys held in the Project Account shall be invested or deposited at the direction of the Authority or of the Trustee, provided that such investments or deposits shall be permitted under the School Code. All income received on such deposits or investments of moneys in the Project Account shall be added to the Project Account and applied to pay costs of the Capital Project upon requisition by the Borrower. Amounts remaining in the Project Account three years after the date of issuance of the Bonds shall be applied to the mandatory prepayment of the Note and the redemption of Bonds if and to the extent required therein.

Section 11. Sinking Fund for Note; Appropriation of Annual Amounts for Payment of Debt Service. The Borrower covenants that there shall be and there is hereby established and that it shall hereafter maintain a sinking fund (the "Sinking Fund") entitled "East Stroudsburg Area School District General Obligation Note (State Public School Building Authority) Series A of 2011" to be held by the Loan Paying Agent (or such substitute or successor Loan Paying Agent which shall hereafter be appointed in accordance with the provisions of the Act) in the name of the Borrower, but subject to withdrawal only by the Loan Paying Agent and into the Sinking Fund there shall be paid, when and as required, all moneys necessary to pay the debt service on the Note, and the Sinking Fund shall be applied exclusively to the payment of the interest covenanted to be paid upon the Note and to the principal thereof at maturity or prior redemption and to no other purpose whatsoever, except as may be authorized by law, until the same shall have been fully paid.

Pending application to the purposes for which the Sinking Fund is established, the President, the Vice President or Treasurer of the Governing Body is hereby authorized and directed to cause the moneys therein to be invested or deposited and insured or secured as permitted and required by Section 8224 of the Act. If so provided in the Loan Agreement, the moneys in the Sinking Fund shall be invested or deposited at the direction of the Authority or of the Trustee for the Bonds, provided that such investments or deposits shall be permitted under Section 8224 of the Act. All income received on such deposits or investments of moneys in the Sinking Fund during each applicable period shall be added to the Sinking Fund and shall be credited against the deposit next required to be made in the Sinking Fund.

The Loan Paying Agent is hereby authorized and directed, without further action by the Borrower, to pay from the Sinking Fund the principal of and interest on the Note as the same become due and payable in accordance with the terms thereof, and the Borrower hereby covenants that such moneys, to the extent required, will be applied to such purposes.

All moneys deposited in the Sinking Fund for the payment of the Note which have not been claimed by the owners thereof after two years from the date payment is due, except where such moneys are held for the payment of outstanding checks, drafts or other instruments of the Loan Paying Agent, shall be returned to the Borrower. Nothing contained herein shall relieve the Borrower of its liability to the holder of an unpresented Note.

In each of the fiscal years ending June 1, 2011 through 2030, the amounts shown in the accepted Purchase Proposal shall be pledged to pay the debt service on the Note, and such amounts are annually hereby appropriated to the Sinking Fund for the payment thereof.

- Section 12. <u>Loan Agreement</u>. The President, Vice President, Treasurer, Secretary or Assistant Secretary of the Borrower are authorized to execute and deliver the Loan Agreement substantially in the form set forth in <u>Exhibit D</u> hereto, which is hereby approved, subject only to such changes as counsel may recommend and the President, Vice President or Treasurer of the Governing Body may approve, such approval to be conclusively evidenced by his or her execution thereof.
- Section 13. <u>Debt Proceedings</u>. The Secretary or Assistant Secretary of the Borrower is hereby authorized and directed to certify to and file with DCED, in accordance with the Act, a complete and accurate copy of the proceedings taken in connection with the increase of debt authorized hereunder, including the debt statement and borrowing base certificate hereinabove referred to, and to pay the filing fees necessary in connection therewith.
- Section 14. <u>Preliminary Official Statement and Official Statement.</u> The Borrower hereby authorizes the inclusion of information regarding the Borrower in an appendix to the Preliminary Official Statement relating to the Bonds (the "Preliminary Official Statement") and the Official Statement relating to the Bonds (the "Official Statement").

- Section 15. Continuing Disclosure Agreement. The President, Vice President, Treasurer, Secretary or Assistant Secretary of the Borrower are authorized to execute and deliver a Continuing Disclosure Agreement in form and substance acceptable to them, subject only to such changes as counsel may recommend and the President, Vice President or Treasurer of the Governing Body may approve, such approval to be conclusively evidenced by his or her execution thereof.
- Section 16. <u>Incidental Actions</u>. The proper officers of the Borrower are hereby authorized, directed and empowered on behalf of the Borrower to execute any and all agreements, papers and documents and to do or cause to be done any and all acts and things necessary or proper for the carrying out of the purposes of this Resolution and payment of costs of issuance, including any investment agreements as may be appropriate in connection with investing the proceeds of the Note.
- Section 17. Payment of Issuance Costs and Program Expenses. The proper officers of the Borrower are hereby authorized and directed to pay the costs of issuing the Note and the Borrower's proportionate share of the costs of issuing the Bonds at the time of delivery of the Note to the Authority; provided that the total of such costs shall not exceed the amount of Note proceeds available therefor. In addition, the proper officers of the Borrower are hereby authorized and directed to pay the Borrower's proportionate share of fees and expenses of the Program.
- Section 18. <u>Inconsistent Resolutions</u>. All Resolutions or parts of Resolutions inconsistent herewith be and the same hereby are rescinded, cancelled and annualled.
- Section 19. <u>Effective Date</u>. This Resolution shall take effect on the earliest date permitted by the Act.

# EAST STROUDSBURG AREA SCHOOL DISTRICT MONROE AND PIKE COUNTIES, PENNSYLVANIA

### **CERTIFICATE OF SECRETARY**

The undersigned, Secretary of the Board of School Directors hereby certifies on this 19<sup>th</sup> day of September, 2011, that:

1. The foregoing Resolution authorizing the issuance and sale of Six Hundred Thirty Thousand Dollars (\$630,000) General Obligation Note (State Public School Building Authority) Series A of 2011, of the East Stroudsburg Area School District, was duly moved and seconded and adopted by a majority vote of all the members of the Governing Body of said Borrower at a duly called and convened public meeting of said Board held on September 19, 2011, that public notice of said meeting was given as required by law; and that the roll of the Board was called and such members voted or were absent as follows:

<u>Name</u>	<u>Vote</u>
Horace S. Cole	
Robert C. Huffman	
James Brunkard	
Robert Cooke	
Douglas A. Freeman	
Robert Gress	
Bet L. Hayes	
Audrey Hocker	
William Searfoss	

2. Said Resolution has not been altered, amended, modified, suspended and is still in full force and effect as of the date of the delivery of this Certificate.



WITNESS my hand and seal of the East Stroudsburg Area School District as of the date first written above.	
 Secretary	

### SCHEDULE I

### EAST STROUDSBURG AREA SCHOOL DISTRICT MONROE AND PIKE COUNTIES, PENNSYLVANIA \$630,000

General Obligation Note
(State Public School Building Authority)
Series A of 2011

# MAXIMUM PRINCIPAL OR MANDATORY SINKING FUND INSTALLMENTS, PAYMENT DATES, DEBT SERVICE AND INTEREST RATES

Maximum
Principal or
Mandatory
Sinking Fund

	Sinking Fund				Fiscal Year
Payment Date	Installments	Interest Rate	Interest	Debt Service	Debt Service
9/1/2011					
3/1/2012			21,000.00	21,000.00	21,000.00
9/1/2012	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2013			21,000.00	21,000:00	77,000.00
9/1/2013	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2014			21,000.00	21,000.00	77,000.00
9/1/2014	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2015			21,000.00	21,000.00	77,000.00
9/1/2015	35,000.00	. 8.00%	21,000.00	56,000.00	
3/1/2016			21,000.00	21,000.00	77,000.00
9/1/2016	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2017		•	21,000.00	21,000.00	77,000.00
9/1/2017	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2018			21,000.00	21,000.00	77,000.00
9/1/2018	35,000.00	8.00%	21,000.00	56,000.00	•
3/1/2019			21,000.00	21,000.00	77,000.00
9/1/2019	35,000.00	8.00%	21,000.00	56,000.00	•
3/1/2020			21,000.00	21,000.00	77,000.00
9/1/2020	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2021			21,000.00	21,000.00	77,000.00
9/1/2021	35,000.00	8.00%	21,000.00	56,000.00	•
3/1/2022			21,000.00	21,000.00	77,000.00
9/1/2022	35,000,00	8.00%	21,000.00	56,000.00	
3/1/2023			21,000.00	21,000.00	77,000.00
9/1/2023	35,000.00	8.00%	21,000.00	56,000,00	•
3/1/2024			21,000.00	21,000.00	77,000.00
9/1/2024	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2025			21,000.00	21,000.00	77,000.00
9/1/2025	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2026			21,000.00	21,000.00	77,000.00
9/1/2026	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2027			21,000.00	21,000.00	77,000.00
9/1/2027	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2028			21,000.00	21,000.00	77,000.00
9/1/2028	35,000.00	8.00%	21,000.00	56,000.00	-
3/1/2029			21,000.00	21,000.00	77,000.00
9/1/2029	35,000.00	8.00%	21,000.00	56,000.00	·
3/1/2030					56,000.00

630,000.00 756,000.00 1,386,000.00 1,386,000.00

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### EXHIBIT A

### DESCRIPTION OF CAPITAL PROJECT

[Pennsylvania Department of Education approval to be attached]



### COMMONWEALTH OF PENNSYLVANIA

### DEPARTMENT OF EDUCATION

333 MARKET STREET

HARRISBURG, PENNSYLVANIA 17126-0333

SECRETARY OF EDUCATION

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BY:

717-787-5820 (TEL) 717-787-7222 (FAX)

September 20, 2010

Mrs. Sharon S. Laverdure Superintendent East Stroudsburg Area School District 50 Vine Street P.O. Box 298 East Stroudsburg, PA 18301-0298

Re: Qualified Zone Academy Bond Allocation

Dear Mrs. Laverdure:

I am pleased to inform you that the East Strondsburg Area School District has been allocated \$525,100 for the Qualified Zone Academy Bond (QZAB) Program. See the attached list for the project building that qualifies for QZAB.

The State Public School Building Authority (SPSBA) will issue the bonds. SPSBA has chosen bond counsel, a financial advisor and underwriters for the issuance of the QZABs. The SPSBA financing team will be contacting the school district with specific instrictions for bond issuance. The school district is encouraged to have its local bond professionals coordinate with the SPSBA financing team to facilitate and expedite the process. While federal limits apply, the costs of the local bond professionals are eligible to be pull out of the school district's share of the QZAB proceeds. Please note that arbitrage rules, spend down requirements and IRS reporting requirements must be followed.

All bond-related documents and expenditure documentation related to this program should be retained for future auditing purposes. If the school district plans to seek state reimbursement through the PlanCon process for any of these projects, QZAB financing costs and revenue sources must be reported on PlanCon Part D, "Project Accounting Based on Estimates," and/or on PlanCon Part G, "Project Accounting Based on Bids."

Mrs. Laverdure Page 2 September 20, 2010

If the school district decides not to use the QZAB allocation or will not be using the full amount allocated, please notify the Division of School Facilities in writing so that allocations can be granted to other qualifying school districts. If you have any questions, contact the Division of School Facilities at (717) 787-5480 or at ra-schoolfacilities@state.pa.us.

Sincerely,

Thomas E. Gluck

Acting Secretary of Education

Attachment

cc: SPSBA

# Qualified Zone Academy Bonds (QZAB): 2008, 2009 and 2010

Total	Upgrade technology, electrical system, fire alarm system, surveillance system; new sound system for multi-purpose room & back-up generator	Re
\$525,100	\$525,100	QZAB Request
\$525,100	\$525,100	QZAB Allocation

### EXHIBIT B

### FORM OF NOTE

### [ATTACHMENT 6] [SPSBA OSCB/QZAB PROGRAM FORM - NOTE]

### NOTE

### \$[Loan Amount]

[\*BORROWER NAME\*] SCHOOL DISTRICT
[\*COUNTY\*] COUNTY, PENNSYLVANIA
GENERAL OBLIGATION NOTE
(STATE PUBLIC SCHOOL BUILDING AUTHORITY)
SERIES A OF 2011

FINAL MATURITY DATE:	•
INTEREST RATE:%	
ORIGINAL ISSUANCE DATE: November [3], 2011	
REGISTERED OWNER: STATE PUBLIC SCHOOL BU	JILDING AUTHORITY
PRINCIPAL AMOUNT:	_ DOLLARS (\$[Loan Amount])

[\*Borrower Name\*] School District, [\*County\*] County, Pennsylvania (the "Issuer"), a School District existing under the laws of the Commonwealth of Pennsylvania (the "Commonwealth"), promises to pay to the order of the State Public School Building Authority (the "Authority"), or registered assigns, the principal amount of [\*Word Amount\*] Dollars (\$[Loan Amount]), and to pay interest on the principal amount hereof, which, from time to time, shall remain unpaid, from the date hereof, at the rate of interest set forth above, at the times and in the manner hereinafter provided.

This Note is the only one of its series, known generally as "General Obligation Note (State Public School Building Authority) Series A of 2011" (the "Note"). This Note is issued in the form of a fully registered note without coupons, is in the principal amount set forth above and is issued in accordance with the provisions of the Pennsylvania Local Government Unit Debt Act, 53 Pa.C.S. § 8001 et seq., as amended (the "Act") and by virtue of a resolution of the Issuer duly adopted on [\_\_\_\_\_], 2011 (the "Resolution"), and the sworn statement of the duly authorized officers of the Board of School Directors (the "Governing Body") as appears on record in the office of the Pennsylvania Department of Community and Economic Development ("DCED"). This Note is a general obligation note of the Issuer.

The Resolution constitutes a contract between the Issuer and the registered owner, from time to time, of this Note. Reference is also made to a Loan Agreement (the "Loan Agreement") between the Authority, as lender, and the Issuer, as borrower, pursuant to which the Authority has agreed to finance the Borrower Project, as defined in the Loan Agreement, in consideration of the issuance and delivery of this Note to or for the benefit of the Authority, a copy of which Loan Agreement is on file with the Secretary of the Issuer.

The Authority is undertaking a program consisting of providing financing for capital projects of school districts in the Commonwealth through the issuance, from time to time, by the Authority of its

DMEAST #12701862 v9

qualified [school construction/zone academy] bonds, in one or more series (the "Bonds") pursuant to a Trust Indenture between the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee").

### **Interest Payments**

Interest on this Note shall be paid in arrears on each [\_\_\_] 1 and [\_\_\_] 1. Interest on this Note will be computed on the basis of a 360-day year, consisting of twelve 30-day months. Such interest shall be payable either until maturity or, in the event that this Note shall have been duly called for previous redemption, in full, and payment of the redemption price shall have been made or provided for, until the date fixed for redemption.

This Note shall bear interest at the rate per annum equal to the lesser of the Interest Rate specified on the first page hereto and the maximum rate of interest per annum for this Note set forth in Exhibit I attached hereto and incorporated herein. Interest shall accrue on the entire outstanding principal amount of this Note without regard to payments of mandatory sinking fund installments.

### Principal Payment

Except as otherwise set forth herein under the caption entitled "Prepayment," the principal and mandatory sinking fund installments of this Note shall be payable in [\_\_] consecutive annual installments commencing on [\_\_\_], 2011, in accordance with the Debt Service Schedule attached hereto as Exhibit I.

Any provisions hereof to the contrary notwithstanding, the entire balance of principal (which includes the annual mandatory sinking fund installments of the principal set forth on Exhibit I (hereinafter defined)) and all accrued and unpaid interest shall be due and payable on [ ], 20[ ].

The principal or redemption price of, mandatory sinking fund installments of and interest on, this Note shall be payable at the corporate trust office of Wells Fargo Bank, National Association, Philadelphia, Pennsylvania, (the "Paying Agent") in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

### Prepayment

This Note shall be subject to prepayment prior to maturity as set forth below; provided, however, that this Note shall be subject to prepayment (i) only in connection with the redemption of the Issuer's proportionate share of the Bonds, (ii) with the prior written consent of the Authority, (iii) upon receipt by the Authority of confirmation from any applicable rating agency to the effect that the rating of the Bonds then in effect will not be adversely affected by such prepayment; (iv) receipt by the Authority of an opinion of bond counsel to the effect that such prepayment will not adversely affect the receipt by the Authority of the interest subsidy from the United States with respect to the Bonds which will remain outstanding after the Redemption referred to in clause (i) above and (v) upon payment by the Issuer, in addition to the prepayment price of this Note, of all fees, costs and expenses of the Authority in connection with such prepayment, including the amount of any breakage fee or similar amounts, payable by the Authority in connection with the termination, modification or reduction of any investment agreement related to the Bonds resulting from such prepayment; provided further, however, that clauses (iii) and (iv) above shall not apply to any mandatory prepayment of this Note as set forth below.

[Make-Whole Optional Prepayment. This Note is subject to prepayment at the option of the Issuer at any time, in whole or in part (and if in part, in inverse order of maturity), at a redemption price equal to the greatest of (i) 100% of the principal amount of this Note to be prepaid, (ii) the initial offering price of the Bonds allocable to this Note or portion thereof to be prepaid (the "Related Bonds") and (iii)

the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of the Related Bonds to be redeemed in connection with such prepayment, not including any portion of those payments of interest accrued and unpaid as of the date on which the Related Bonds are to be redeemed, discounted to the date on which the Related Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (hereinafter defined) plus [\_\_] basis points, plus, in each case, accrued and unpaid interest on this Note or portion thereof to be prepaid on the date of prepayment.

The "Treasury Rate" is, as of any prepayment date of this Note, the yield to maturity as of such prepayment date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to such prepayment date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from such prepayment date to the maturity date of this Note; provided, however, that if the period from such prepayment date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.]

Extraordinary Optional Prepayment. This Note is subject to prepayment at the option of the Issuer, in whole or in part (and if in part, in inverse order of maturity), upon the occurrence of an Extraordinary Event, at a redemption price equal to the greatest of (i) 100% of the principal amount of this Note to be redeemed, (ii) the initial offering price of the Related Bonds and (iii) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of the Related Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such Related Bonds are to be redeemed, discounted to the date on which such Related Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate plus [\_\_] basis points, plus, in each case, accrued and unpaid interest on this Note or portion thereof to be prepaid on the date of prepayment. An "Extraordinary Event" will have occurred if Section 6431 of the Code is modified, amended or interpreted in a manner pursuant to which the Direct Payments from the United States Treasury in respect of interest paid on the Bonds are reduced or eliminated other than as a result of the reduction in the principal amount of the Bonds.]

Mandatory Prepayment. This Note is subject to prepayment, in whole or in part (and if in part, in inverse order of maturity), to the extent that unexpended proceeds of the Bonds allocable to this Note remain three years after the date of issuance of the Bonds and the U.S. Treasury has not granted an extension to expend the proceeds to the Authority, at a redemption price equal to 100% of the principal amount of this Note to be prepaid, plus accrued and unpaid interest on this Note or portion thereof to be prepaid on the date of prepayment.

Notice of Prepayment. Any prepayment, as hereinbefore authorized, shall be upon notice given in writing by the Paying Agent, at the direction of the Issuer, not more than 60 and not less that 45 days prior to the date fixed for prepayment, by mailing a copy of the prepayment notice by first class United States mail, postage prepaid, or by another method of giving notice which is acceptable to the Paying Agent and customarily used by fiduciaries for similar notices at the time such notice is given, to the registered owner of this Note. Such notice shall be mailed to the address of such registered owner appearing on the registration books of the Issuer to be kept by the Paying Agent for such purpose, unless such notice is waived by the registered owner of this Note. Notice shall also be given to the Program Administrator, as such term in defined in the Loan Agreement. On the date designated for prepayment, notice having been given as aforesaid and money for payment of the principal and accrued interest being held by the Paying Agent, interest on this Note or on any part of the principal of this Note selected for

prepayment, as applicable, shall cease to accrue. If this Note shall have been called for prepayment in full, this Note shall cease to be entitled to any benefit or security under the Resolution and the registered owner of this Note shall have no rights with respect to this Note, except to receive payment of the principal of, and accrued interest on, this Note to the prepayment date.

### Certifications

It is hereby certified that: (i) all acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Note or in creation of the debt of which this Note is evidence have been done, have happened or have been performed in due and regular form and manner, as required by law; and (ii) the debt represented by this Note, together with any other indebtedness of the Issuer, is not in excess of any applicable limitation imposed by the Act upon the incurring of the debt of the Issuer which is evidenced by this Note.

### Covenants

It is covenanted with the registered owners from time to time of this Note that the Issuer shall (i) include the amount of the debt service for each fiscal year in which the sums are payable in its budget for that year, (ii) appropriate those amounts from its general revenues for the payment of the debt service, and (iii) duly and punctually pay or cause to be paid from its sinking fund or any other of its revenues or funds the principal or redemption price of, and the interest on, this Note at the dates and places and in the manner stated in this Note, according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Issuer pledges its full faith, credit and taxing power, within the limits established by law. As provided in the Act, this covenant shall be specifically enforceable; subject, however, as to the enforceability of remedies to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally. Nothing in this paragraph shall be construed to give the Issuer any taxing power not granted by another provision of law.

### Sinking Fund

The Issuer has established a sinking fund with the Paying Agent, as the sinking fund depository, into which funds for the payment of the principal or redemption price of, and the interest on, this Note shall be deposited not later than the date fixed for disbursement thereof. The Issuer has covenanted in the Resolution to make payments out of such sinking fund or out of any other of its revenues or funds, at such times and in such annual amounts, as shall be sufficient for prompt and full payment of the principal or redemption price of, and interest on, this Note.

### Transfer

This Note is transferable by the Authority or by any subsequent registered owner in person or by his attorney duly authorized, in writing, at the principal corporate trust office of the Paying Agent, but only upon notation of such registration hereon and on the records of the Issuer to be kept for that purpose at the principal corporate trust office of the Paying Agent by a duly authorized representative of the Paying Agent acting in behalf of the Issuer. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest hereon and for all other purposes, whether or not this Note shall be overdue. The Issuer and the Paying Agent shall not be affected by any notice to the contrary.

	in its name by the manual or facsimile signature of the
	dy and its corporate seal (or a facsimile thereof) to be acsimile signature of its Secretary or Assistant Secretary,
[SEAL]	[*BORROWER NAME*] SCHOOL DISTRICT
ATTEST:	[ BORROWER NAME ] BOROOL DISTRICT
	Ву:
Name:	Name:
Title:	Title:

DMEAST #12701862

Signature Page to Note

### REGISTRATION RECORD

THE PAYING A		SSOR PAYING A	UTHORIZED REPRESENTATIVE C GENT, ACTING AS REGISTRAR, I	
Date of Registry	Name of Regis	stered Owner	Registrar	
			···········	_
				_
		·		
				_
	·			_
	ABE	BREVIATIONS		
	owing abbreviations, when use ugh they were written out in fu		on the face of the within Note, shall licable laws or regulations.	b
	TEN COM - as tenants in come TEN ENT - as tenants by the e			
J	T TEN - as joint tenants with t	the right of survivo	rship and not as tenants in common	
ו	UNIFORM GIFT MIN ACT	Custod (Cust) under Uniform Act(State)	(Minor) Gifts to Minors	
	Additional abbreviations may a	also be used though	not in the above list.	

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### **ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto					
(Please type or print name, address (inclu	ding postal zip code) and social security or other tax				
identification number of the transferee)					
the within Note and all rights thereunder,	hereby irrevocably appointing				
	his/her attorney to transfer said Note on the note register with				
full power of substitution in the premises.					
Dated:					
Signature Guaranteed:					
	NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities				

NOTICE: No transfer will be made in the name of the Transferee unless the signature to this assignment corresponds with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries of the trust, the Federal Employer Identification Number and date of the trust and the name of the trustee must be supplied.

Transfer Association recognized signature

guaranteed program.

### EXHIBIT I

TO

### GENERAL OBLIGATION NOTE (STATE PUBLIC SCHOOL BUILDING AUTHORITY) SERIES A OF 2011

# MAXIMUM PRINCIPAL OR MANDATORY SINKING FUND INSTALLMENTS, PAYMENT DATES, DEBT SERVICE AND INTEREST RATE

Maximum Principal or Mandatory

Sinking Fund

Fiscal Year

Payment Date

<u>Installments</u>

Interest Rate

Interest

Debt Service

Debt Service

The Note is subject to redemption under certain circumstances upon written notice as provided in the Note.

### EXHIBIT C

### FORM OF PURCHASE PROPOSAL

### Not to Exceed Principal Amount Set Forth in Appendix I NOTE PURCHASE AGREEMENT

# SCHOOL DISTRICT General Obligation Note (State Public School Building Authority) Series A of 2011

September 19, 2011

Board of School Directors
At the address set forth in Appendix I

### Dear Board Members:

Subject to the terms and conditions hereof, the State Public School Building Authority (the "Authority") agrees to purchase and you agree to sell the School District's General Obligation Note (State Public School Building Authority) Series A of 2011 in the maximum aggregate principal amount set forth in Appendix I (the "Note") at a purchase price equal to the aggregate principal amount of the Note.

The Note shall be issued as a fully registered Note and shall be dated as of the date of issuance. The Note shall mature on the dates (subject to prior redemption as described in Appendix I hereto) and shall bear interest at the interest rates (on a not to exceed basis) set forth in said Appendix I, and shall be payable at the times and in the manner, and shall otherwise have the terms and provisions specified by the Resolution and the Loan Agreement (hereinafter defined) consistent with the parameters set forth in this Agreement.

The final purchase price, interest rates, annual mandatory sinking fund installments of the principal amount of the Note, redemption provisions (optional and mandatory), and any other appropriate terms and conditions applicable to the Note shall be as set forth in a Confirmation to this Agreement substantially in the form set forth in Appendix II attached hereto (the "Confirmation") to be executed by the School District and the Authority prior to the Closing Time (hereinafter defined).

The Note shall be issued in accordance with provisions of the Local Government Unit Debt Act 53 Pa. C.S.A. Chapters 80-82 (the "Act") of the Commonwealth of Pennsylvania (the "Commonwealth") and by virtue of a duly adopted resolution of the School District defined in Appendix I hereto (the "Resolution"). Reference is also made to the Loan Agreement (the "Loan Agreement") between the School District and the Authority pursuant to which the Authority has agreed to finance the Borrower Project (as defined in the Loan Agreement) in consideration of the issuance and delivery of the Note to or for the benefit of said Authority, the form of which Loan Agreement is on file with the Secretary of the School District.

Delivery of the Note against payment therefor will be made on a date to be agreed to by the parties hereto and set forth in the Confirmation, with the understanding that this date can be changed by mutual consent. Said date at which the closing is scheduled to occur is herein called the "Closing Time."

- 1. The School District hereby represents and warrants to the Authority that:
- a) The information provided by the School District in the Application for financing and Borrower Profile, and for inclusion in the Preliminary Official Statement and the Official Statement related to the Authority's qualified zone academy bonds (the "Bonds"), is, and will be

at the Closing Time, true in all material respects and does not, and will not as of the Closing Time, contain any untrue or misleading statement or omit any statement of a material fact related to such information necessary to make said information not misleading. In addition, based upon a review of the Application, the School District has no knowledge that any information contained therein is not, or at the Closing Time will not be, true in all material respects or omits, or as of the Closing Time will omit, any statement of a material fact necessary to make such information not misleading.

- b) The School District is not in violation of any provisions of the Constitution of the Commonwealth or applicable law, has full power and authority to issue the Note and to enter into, carry out and consummate all proceedings and transactions contemplated by this Agreement, the Note, the Resolution, the Loan Agreement and any other agreements relating to the Note.
- c) When delivered to and paid for by the undersigned at Closing, the Note will have been duly authorized, executed, issued and delivered and will constitute a valid and binding general obligation of the School District.
- d) Debt proceedings of the School District at the Closing Time (the "Debt Proceedings") will have been approved by the Department of Community and Economic Development of the Commonwealth ("DCED") pursuant to the Act.
- e) There is no action, suit, proceeding or investigation of any nature whatsoever before or by any court, public board or body, pending or threatened against or affecting the School District, or the Note, or to the best of the knowledge of the School District any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated herein or which in any way would adversely affect the validity of the Note, the proceedings, the Resolution, the Loan Agreement or this Agreement.
- 2. The Authority's obligations hereunder are subject to the performance by the School District of its obligations and agreements to be performed hereunder at or prior to the Closing Time, to the accuracy in all material respects of the representations of the School District contained herein, as of the date hereof as of the Closing Time, and to the following conditions, any of which may be waived by the Authority:
  - a) At the Closing Time, the Authority shall have received a "No Litigation Certificate" of the School District and its counsel in substantially the form of subparagraph 1(e) above.
  - b) The Authority shall have received at or prior to the Closing Time a certificate, satisfactory in form to the undersigned, to the effect that on or as of the Closing Time each of the representations and warranties of the School District set forth in paragraph 1 hereof, is true, accurate and complete, and all agreements of the School District herein provided and contemplated to be performed on or prior to the Closing Time, have been performed.
  - c) The Authority shall have received at or prior to the Closing Time executed or certified copies of the Resolution, the Loan Agreement and the Debt Proceedings relating to the Note and other documentation contemplated therein.
  - d) The Authority shall have issued and sold the Bonds and the proceeds thereof shall be sufficient to pay the purchase price of the Note.

e) All conditions in the Loan Agreement for the issuance of the Note shall have been satisfied.

In the event that at the Closing Time any of the foregoing conditions has not been satisfied, or if any other legal requirement relating to the issuance of the Note and the required approvals are not resolved to the satisfaction of the Authority, the Authority at its election, may be relieved of its obligation under this Agreement to purchase the Note.

The Authority will be reimbursed at the Closing Time, or upon demand of the Authority if the Authority is relieved of its obligation to purchase the Note as provided herein, for all costs incurred relating to the issuance of the Note, including Authority Counsel fees and any related public notice advertising. Additional expenses incurred by the School District such as legal advertising, DCED filing fee for the Debt Proceedings, fees and expenses of counsel to the School District and Bond Counsel's fees and expenses are to be separately negotiated and, except to the extent paid with proceeds of the Bonds, shall be paid by the School District.

[Signatures to follow]

We trust the foregoing is in accordance with your understanding and that you will indicate your acceptance by signing and returning the duplicate of this contract.

Very truly yours,

STATE PUBLIC SCHOOL BUILDING AUTHORITY

Bv:

Robert Baccon, Assistant Executive Director

	ACCEPTED:		
-	EAST STROUDSBURG AREA SCHOOL DISTRICT		
	Monroe and Pike Counties, Pennsylvania		
	Ву:	•	
	Name:		
	Title:		

#### APPENDIX I

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#### Note Purchase Agreement

\$630,000

EAST STROUDSBURG AREA SCHOOL DISTRICT
MONROE AND PIKE COUNTIES, PENNSYLVANIA
General Obligation Note
(State Public School Building Authority)
Series A of 2011

#### **DESCRIPTION OF THE NOTE**

School District: East Stroudsburg Area School District, Monroe and Pike Counties, Pennsylvania.

Address:

50 Vine Street

East Stroudsburg, PA 18301

<u>Resolution</u>: The resolution of the Board of School Directors of the School District, dated September 19, 2011, authorizing, among other things, the incurrence of the debt evidenced by the Note and the execution and delivery of the Loan Agreement, and the School District's participation in the Program.

Dated Date: Date of Issuance of the Note

Maximum (not to exceed) Aggregate Principal Amount: \$630,000

Interest Payment Dates: March 1 and September 1 of each year commencing March 1, 2012

#### MATURITY SCHEDULE

	Maximum			•	
	Principal or				
	Mandatory				
	Sinking Fund				Fiscal Year
Payment Date	Instaliments	Interest Rate	Interest	Debt Service	Debt Service
9/1/2011		•			
3/1/2012			21,000.00	21,000.00	21,000.00
9/1/2012	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2013			21,000.00	21,000.00	77,000.00
9/1/2013	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2014			21,000.00	21,000.00	77,000.00
9/1/2014	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2015			21,000.00	21,000.00	77,000.00
9/1/2015	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2016			21,000.00	21,000.00	77,000.00
9/1/2016	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2017			21,000.00	21,000.00	77,000.00
9/1/2017	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2018			21,000.00	21,000.00	77,000.00
9/1/2018	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2019			21,000.00	21,000.00	77,000.00
9/1/2019	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2020			21,000.00	21,000.00	77,000.00
9/1/2020	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2021			21,000.00	21,000.00	77,000.00
9/1/2021	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2022			21,000.00	21,000.00	77,000.00
9/1/2022	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2023			21,000.00	21,000.00	77,000.00
9/1/2023	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2024			21,000.00	21,000.00	77,000.00
9/1/2024	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2025			21,000.00	21,000.00	77,000.00
9/1/2025	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2026			21,000.00	21,000.00	77,000.00
9/1/2026	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2027			21,000.00	21,000.00	77,000.00
9/1/2027	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2028			21,000.00	21,000.00	77,000.00
9/1/2028	35,000.00	8.00%	21,000.00	56,000.00	
3/1/2029			21,000.00	21,000.00	77,000.00
9/1/2029	35,000,00	8.00%	21,000.00	56,000.00	
3/1/2030					56,000.00
_					
-	630,000.00		756,000.00	1,386,000.00	1,386,000.00

#### APPENDIX II

to

#### Note Purchase Agreement

# CONFIRMATION OF THE NOTE PURCHASE AGREEMENT (ORIGINALLY DATED \_\_\_\_\_\_, 20\_\_)

[\*BORROWER NAME\*] SCHOOL DISTRICT
[\*COUNTY\*] COUNTY, PENNSYLVANIA
General Obligation Note
(State Public School Building Authority)
Series A of 2011

[Signatures to follow]

Re	espectfully submitted,
ST	TATE PUBLIC SCHOOL BUILDING AUTHORITY
Ву	
	Robert Baccon, Assistant Executive Director

ACCEPTED:
[*BORROWER NAME*] SCHOOL DISTRICT
[*County*] County, Pennsylvania
<del></del>

Ву:	
Name:	
Title:	

#### EXHIBIT A TO CONFIRMATION

[\*BORROWER NAME\*] SCHOOL DISTRICT
[\*COUNTY\*] COUNTY, PENNSYLVANIA
General Obligation Note
(State Public School Building Authority)
Series A of 2011

**Maturity Date** 

**Principal** 

Interest Rate

Redemption Provisions

## EXHIBIT D

#### FORM OF LOAN AGREEMENT

#### [ATTACHMENT 8] [SPSBA QSCB/QZAB PROGRAM FORM - LOAN AGREEMENT]

#### LOAN AGREEMENT

Dated as of November 1, 2011

Between

STATE PUBLIC SCHOOL BUILDING AUTHORITY, as lender

and

SCHOOL DISTRICT (defined herein), as borrower

QUALIFIED [SCHOOL CONSTRUCTION/ZONE ACADEMY] BOND FINANCING PROGRAM

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#### LOAN AGREEMENT

THIS LOAN AGREEMENT dated as of November 1, 2011 between the STATE PUBLIC SCHOOL BUILDING AUTHORITY (the "Authority"), a body corporate and politic organized and duly existing under the laws of the Commonwealth of Pennsylvania, as lender, and the school district named on Appendix I attached hereto and made a part hereof (the "Borrower" or "School District"), a school district of the Commonwealth of Pennsylvania (the "Commonwealth"), as borrower.

#### WITNESSETH:

WHEREAS, the Authority is a body corporate and politic, constituting a public corporation and a governmental instrumentality, organized and existing under the State Public School Building Authority Act, approved by the General Assembly of the Commonwealth on July 5, 1947, P.L. 1217, as amended (the "Act"), for the purpose of acquiring, financing, refinancing, constructing, improving, furnishing, equipping, maintaining and operating (i) buildings for public school and educational broadcasting facilities for use as part of the public school system of the Commonwealth under the jurisdiction of the Pennsylvania Department of Education, and (ii) community college buildings in the Commonwealth; and

WHEREAS, the Authority is authorized by the Act to, among other things, (i) finance projects by making loans to or for the benefit of any eligible school district, vocational school or board of trustees of a community college, which loans may be secured as the Authority shall determine necessary or desirable for the security or protection of the Authority and the holders of its bonds, (ii) borrow moneys and to issue its notes, bonds and other evidences of indebtedness and to secure the payment thereof by pledge of all or any of its revenues and receipts, and to make such agreements with the purchasers or holders of such notes, bonds and evidences of indebtedness as the Authority shall deem advisable, and (iii) in connection with the foregoing, make contracts of every name and nature necessary and convenient for the carrying on of its business and to do all acts necessary or convenient to carry out the powers granted to it by the Act; and

WHEREAS, the Borrower is a school district of the Commonwealth and has the power and authority, pursuant to the Local Government Unit Debt Act, 53 Pa. C.S.A. §§ 8001 et seq. (the "Debt Act"), to incur non-electoral debt for the purposes of financing the costs of capital improvements in and for the Borrower and to evidence such non-electoral debt by the issuance and sale of its general obligation notes; and

WHEREAS, the Authority has determined to undertake a program (the "Program") consisting of providing financing for capital projects of school districts in Pennsylvania through the issuance, from time to time, by the Authority of its qualified [school construction/ zone academy] bonds, in one or more series (the "Bonds") pursuant to a Trust Indenture (the "Indenture") between the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee"); and

WHEREAS, in accordance with Section 6431 of the Internal Revenue Code of 1986, as amended (the "Code"), the United States will provide a direct interest subsidy (the "Direct Subsidy") under the federal Qualified [School Construction/Zone Academy] Bond program, which the Authority will pass through to the borrowers in proportion to their participation in the Program, including to the Borrower; and

WHEREAS, the Borrower has been approved by the Pennsylvania Department of Education to receive financing from proceeds of the Bonds to finance the Borrower Project (as defined herein); and

WHEREAS, the Authority has entered into this Loan Agreement with the Borrower for the purposes of providing for (i) the loan in the aggregate principal amount set forth in Appendix I hereto of

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WHEREAS, the obligation of the Borrower to repay the Loan will be evidenced by the general obligation note of the Borrower (the "Note"); and

WHEREAS, the Note will constitute debt of the School District under the Debt Act; and

WHEREAS, the Authority will assign in the Indenture all of its right, title and interest in this Loan Agreement (except the rights of the Authority to receive notices, to indemnification and to the payment of its fees and expenses thereunder) to the Trustee as security for the payment of the principal or redemption price of and interest on the Bonds; and

WHEREAS, the Board of School Directors of the Borrower, by its duly adopted resolution as more particularly defined in Appendix I hereto (the "Authorizing Resolution") has authorized the incurrence of the debt evidenced by the Note and the execution and delivery of this Loan Agreement, and has authorized its appropriate officers to take such actions as may be necessary or convenient in connection with the Borrower's participation in the Program; and

WHEREAS, the Borrower will issue the Note to the Authority and payments by the Borrower under the Note will be credited against the obligations of the Borrower under this Loan Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

# ARTICLE I DEFINITIONS; REPRESENTATIONS

#### Section 1.01 Terms Defined in Recitals and Certain Defined Terms.

The following terms shall have the meanings sets forth in the recitals hereto:

Act Debt Act
Authority Direct Subsidy
Authorizing Resolution Indenture
Bonds Loan
Borrower Note
Code Program
Commonwealth Trustee

The following terms shall have the following meanings:

"Borrower Project" is defined in <u>Exhibit A</u> attached hereto and incorporated herein by this reference, as such project may be modified, revised, altered or replaced with the consent of the Authority and the approval of the Pennsylvania Department of Education.

"Closing Date" means the date of original issuance of the Bonds.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement between the Authority and the Borrower dated as of November 1, 2011.

"Loan Amount" means the aggregate principal amount of the Loan as set forth in Appendix I hereto.

"School Code" means The Public School Code of 1949, as amended.

"Tax Certificate" means the Tax and Use of Proceeds Certificate entered into by and between the Authority and the Borrower, dated the date of the Closing (hereinafter defined).

#### Section 1.02 Certain Funds and Accounts.

All references herein to the "Program Fund", the "Sinking Fund", the "Debt Service Fund", and the "Revenue Fund" and other funds or accounts shall mean the Funds and Accounts so designated which are established pursuant to the Indenture and the Authorizing Resolution.

#### Section 1.03 Terms Defined in the Indenture.

Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Indenture.

#### Section 1.04 Authority Representations.

The Authority makes the following representations and warranties:

(a) It is a body corporate and politic duly organized and existing under the laws of the Commonwealth, with the power to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder and has duly authorized the execution and delivery of this Loan Agreement, the Bonds and the Indenture.

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- (b) The issuance and sale of the Bonds, the execution and delivery of this Loan Agreement and the Indenture, and the performance of all covenants and agreements of the Authority contained in this Loan Agreement and the Indenture and of all other acts and things required under the Constitution and laws of the Commonwealth to make this Loan Agreement, the Bonds and the Indenture the valid and binding limited obligations of the Authority in accordance with their terms, are authorized by the Act and have been duly authorized by proceedings of the Authority adopted or passed at meetings thereof duly called and held.
- (c) All approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the Authority of its obligations hereunder or under the Bonds or the Indenture have been obtained.
- (d) This Loan Agreement and the Indenture constitute the legal, valid and binding obligations of the Authority, enforceable in accordance with their terms (subject, as to enforcement of remedies, to any bankruptcy, insolvency, reorganization or other laws or equitable principles affecting the enforcement of creditors' rights).
- (e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending, or to the knowledge of the Authority, threatened against the Authority, affecting the existence of the Authority, or in any way contesting or affecting the validity or enforceability of this Loan Agreement, the Bonds or the Indenture, or contesting the power of the Authority to issue the Bonds or to implement the Program.

#### Section 1.05 Borrower Representations.

The Borrower makes the following representations and warranties:

- (a) The Borrower is a school district of the Commonwealth, with full power and legal right to enter into this Loan Agreement and perform its obligations hereunder. The Borrower's actions in making and performing this Loan Agreement have been duly authorized by all necessary governmental action and will not violate or conflict with any law or governmental rule or regulation, or any agreement, instrument or other document by which it or its properties are bound.
- (b) The Borrower is a "local government unit" within the meaning of the Debt Act with power to issue the Note under and pursuant to the Debt Act in connection with the financing of the Borrower Project.
- (c) This Borrower has obtained, or has power to and will timely obtain, all necessary licenses, permits and approvals required by all governing bodies or agencies having jurisdiction over the acquisition, installation and operation of the Borrower Project, including, without intending to limit the generality of the foregoing, any approval of the Pennsylvania Department of Education or the Pennsylvania Department of Community and Economic Development to the extent required.
- (d) The Borrower will apply the Loan Amount for the purpose of financing or reimbursing the Borrower's cost of the acquisition, construction or installation of the Borrower Project.
- (e) The Loan Amount does not exceed the cost of the Borrower Project plus the costs of issuing the Note and the Borrower's proportionate share of the costs of issuing the Bonds.
- (f) There are no proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower, except as specifically described in writing to the Authority, in any court or before any governmental authority or arbitration board or tribunal that, if adversely

determined, would materially and adversely affect the properties, operations, prospects or condition (financial or otherwise) of the Borrower, or the corporate existence or powers or ability of the Borrower to issue the Note, to enter into and perform its obligations under this Loan Agreement, or to undertake the Borrower Project.

- (g) To the knowledge of the officials of the Borrower executing this Loan Agreement, the execution and delivery of this Loan Agreement and the consummation of the transactions provided for in this Loan Agreement, and compliance by the Borrower with the provisions of this Loan Agreement:
  - (i) are within the governmental powers and have been duly and validly authorized by all necessary governmental and other action on the part of the Borrower; and
  - (ii) do not and will not conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon, any property or assets of the Borrower pursuant to any indenture, loan agreement or other agreement or instrument (other than this Loan Agreement) or any governmental restriction to which it is a party or by which it, its properties or operations may be bound or with the giving of notice or the passage of time or both would constitute such a breach or default or result in the creation or imposition of any such lien, charge or encumbrance, which breach, default, lien charge or encumbrance could materially and adversely affect the validity or the enforceability of this Loan Agreement or the Borrower's ability to perform fully its obligations under this Loan Agreement; nor will such action result in any violation of any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower, its properties or operations are subject.
- (h) No event has occurred and no condition exists that constitutes an Event of Default under this Loan Agreement or which, upon the execution and delivery of this Loan Agreement, or the passage of time or giving of notice or both, would constitute an Event of Default under this Loan Agreement. The Borrower is not in violation in any material respect, and has not received notice of any claimed material violation (except such violations as heretofore have been specifically disclosed in writing to, and have been in writing specifically consented to, by the Authority), of any terms of any court order, statute, regulation, ordinance, agreement, or other instrument to which it is a party or by which it, its properties or its operations may be bound.
- (i) All federal and state tax or information returns, statements, certificates and reports of the Borrower, if any are required by law to be filed to the date hereof in order to establish and maintain the Borrower's status as a "governmental unit" authorized to issue tax-exempt obligations and to participate in the Program under the Debt Act and other applicable laws of the Commonwealth, as amended and supplemented, and the Code, have been duly filed and the Borrower has no knowledge or reason to believe that it does not have the power to issue tax-exempt obligations or to participate in the Program.
- (j) This Loan Agreement and the Note are legal, valid and binding obligations and agreements of the Borrower, enforceable against the Borrower in accordance with their terms except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
- (k) The Borrower agrees that it will comply with all of the terms of the Tax Certificate to be executed and delivered by the Borrower in connection with the issuance of the Bonds.

(1) The Borrower has, or hereby covenants to, include in any contracts for construction, alteration or repair work with respect to the Borrower Project the Davis-Bacon clauses stated in 29 CFR 5.5(a)(1) through (10).

#### ARTICLE II THE CAPITAL ASSETS

#### Section 2.01 Disbursement of Loan Amount.

Following the execution and delivery of this Loan Agreement and the Note and the issuance of the Bonds (the "Closing"), the Trustee, upon receipt of the written direction of the Authority, shall deposit the Loan Amount in the Borrower's account within the Program Fund established under the Indenture. Amounts on deposit in the Borrower's account within the Program Fund shall be applied in accordance with the Indenture (i) to pay the Borrower's proportionate share (but, together with the costs of issuing the Note, not to exceed 2% of the Loan Amount unless the Authority shall have consented thereto) of costs of issuance of the Bonds, and (ii) upon requisition of the Borrower, from time to time, to pay costs of issuing the Note and the costs of the Borrower Project.

The Borrower agrees that, upon written request of the Authority, it shall supply such necessary documentation as the Authority may reasonably require to determine that the Loan Amount has been applied solely to payment of the costs of issuing the Note, the Borrower's proportionate share of the costs of issuing the Bonds, and the costs of the Borrower Project.

At or prior to the Closing, the Borrower, in addition to executing and delivering this Loan Agreement, shall deliver to the Authority the following:

- (a) A certified copy of the Authorizing Resolution substantially in the form set forth in Exhibit C hereto together with a complete transcript of the proceedings respecting issuance of the Note approved by the Department of Community and Economic Development of the Commonwealth as required by the Debt Act; and
- (b) A certificate of the Borrower in the form provided by the Authority with respect to, inter alia, the due authorization, execution and delivery of the Note, this Loan Agreement, the absence of litigation or the threat thereof which would materially adversely affect the ability of the Borrower to authorize, execute or deliver the Note, this Loan Agreement or to undertake and complete the obligations set forth therein and to the effect that the information contained in the Official Statement relating to the Bonds with respect to the Borrower does not contain any untrue statement of a material fact or omit to make a statement of a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and
  - (c) The Tax Certificate of the Borrower; and
- (d) An opinion of the Solicitor or Bond Counsel to the Borrower respecting the validity of the Note and related documents and proceedings relating thereto, in form satisfactory to Program Bond Counsel and the Authority, to the effect that: (i) the Borrower is a school district of the Commonwealth; (ii) the Borrower is authorized under the Debt Act to authorize, execute and deliver the Note as a general obligation; (iii) the Authorizing Resolution of the Borrower has been adopted lawfully and currently is in effect; (iv) the Loan Agreement and the Continuing Disclosure Agreement are valid and binding agreements of the Borrower and are enforceable against the Borrower in accordance with their terms and currently are in effect; (v) proceedings authorizing issuance and delivery of the Note are valid and legally sufficient; (vi) the Note is a general obligation of the Borrower and is secured by its full faith and credit and unlimited ad valorem taxing power within the limits established by law; (vii) the Note

has been duly executed and delivered by the Borrower and all conditions precedent or concurrent to issuance and delivery of the Note have been fulfilled; (viji) the Note, upon issuance and delivery, will be valid and enforceable against the Borrower, in accordance with the terms thereof and the Debt Act; (ix) the Borrower has acquired, or has power to and will timely acquire, all necessary governmental permits and approvals to participate in the Program and undertake the Borrower Project; (x) the Borrower advertised and posted all meetings at which action was taken with respect to such Resolution in accordance with the Sunshine Act, Act of October 15, 1998 (P.L. 729, No. 92 of the General Assembly of the Commonwealth); and (xi) there is no action, suit, proceeding, inquiry, or investigation at law or in equity or before or by any court, public board or body pending or, to our knowledge, threatened: (A) affecting the existence of the Borrower or the titles of its officers to their respective offices; (B) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Note, the application of the proceeds thereof or the performance by the Borrower of its obligations under the Authorizing Resolution, the Loan Agreement or the Continuing Disclosure Agreement; (C) challenging the levy or collection of any taxes pledged or to be pledged to pay the principal of, and interest, on the Note; (D) in any way contesting or affecting the validity or enforceability of the Authorizing Resolution, the Loan Agreement, the Note or the Continuing Disclosure Agreement or contesting in any way the completeness or accuracy of the information relating to the Borrower in the Preliminary Official Statement or the Official Statement; or (E) contesting the powers of the Borrower, or any other authority for the adoption of the Authorizing Resolution, the issuance of the Note or execution and delivery of the Loan Agreement or the Continuing Disclosure Agreement; nor, to our knowledge, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Authorizing Resolution, the Note or the Continuing Disclosure Agreement. The opinions with respect to enforceability of the Note and this Loan Agreement may be qualified by a statement to the effect that the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that the enforcement thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity;

- (e) A Continuing Disclosure Agreement fully executed by the Borrower; and
- (f) The Note.

# ARTICLE III NOTE PAYMENTS; ASSIGNMENT TO TRUSTEE

#### Section 3.01 Note Payments.

The Borrower shall issue and deliver to the Trustee, as assignee of the Authority, its General Obligation Note (State Public School Building Authority) Series A of 2011 (the "Note") in the aggregate principal amount equal to the Loan Amount. The Note shall be substantially in the form set forth in Exhibit D attached hereto and incorporated herein by this reference, evidencing the Borrower's obligation to pay the Loan Amount to the Authority at the times and in the amounts as follows:

- (a) Principal. The Loan Amount shall be paid on each payment date set forth in and in the amounts set forth in the schedule attached hereto as Exhibit B. The Borrower will be entitled to a credit on each payment date against the principal (including annual mandatory sinking fund installments) requirements set forth in Exhibit B to the extent of investment earnings on the Borrower's subaccount in the principal account of the Debt Service Fund which are available for such payment on such payment date. The Authority and the Borrower may from time to time amend Exhibit B to provide for a different schedule for amortization of the Loan Amount provided that at all times the aggregate principal or mandatory sinking fund installment requirements shall at all times equal the Loan Amount and the payment dates shall not be altered.
- (b) Interest. Commencing on [\_\_\_], and continuing on [\_\_\_] 1 and [\_\_\_] of each year thereafter, to and including the Maturity Date set forth in Appendix I hereto, or until the principal amount of the Note shall be paid in full, the Borrower shall pay as interest the fixed rate per annum set forth in Exhibit B. Interest shall accrue on the entire outstanding principal amount of the Note without regard to payments of mandatory sinking fund installments.
- (c) <u>Direct Subsidy Payments</u>. Provided the Borrower has timely made the payments of interest pursuant to Section 3.01(b), upon subsequent receipt of the Direct Subsidy from the Department of the Treasury of the United States (but not prior to the date on which the Authority has made the related payment of interest on the Bonds), the Authority will, pursuant to the terms of the Indenture, cause the Trustee to pay and remit the proportionate share of the Direct Subsidy to the Borrower.

#### Section 3.02 Additional Payments.

- (a) The Borrower agrees to pay to or at the direction of the Authority any required payment due to the United States as a rebate of excess investment earnings on its loan proceeds or otherwise at the time and in the manner required in the Tax Certificate.
- (b) The Borrower agrees that its obligation to pay the amounts in 3.02(a) shall survive the repayment of the Note, whether at maturity or by earlier prepayment or acceleration.
- (c) The Borrower agrees to pay (i) all costs of issuance of the Note and its proportionate share of the costs of issuance of the Bonds, to the extent such costs are not paid from proceeds of the Bonds, and (ii) a fixed annual fee to the Trustee for its ordinary services, and its proportionate share of the other fees and expenses of the Program, including without limitation fees and expenses of the Authority, fees and expenses of the Trustee for its extraordinary services, and legal, financial advisory and investment management expenses. The initial annual fee payable by the Borrower to the Trustee shall be \$850.00 and the additional annual fee payable to the Trustee in its capacity as dissemination agent shall be \$500.00.

- (d) The Borrower agrees to pay all expenditures reasonably incurred by the Authority or the Trustee to compel full and punctual performance by the Borrower of all the provisions of the Note and this Loan Agreement in accordance with the terms thereof and hereof.
- (e) The Borrower agrees to pay to or at the direction of the Authority all costs associated with the prepayment of the Note and the redemption of Bonds resulting from such prepayment, including in addition to the prepayment price of the Notes, all fees, costs and expenses of the Authority in connection with such prepayment, including the amount of any breakage fee or similar amounts, payable by the Authority in connection with the termination, modification or reduction of any investment agreement related to the Bonds resulting from such prepayment.

#### Section 3.03 Optional and Mandatory Redemption.

The Note shall be subject to optional and mandatory redemption as provided in the Note.

Section 3.04 State Intercept.

The Borrower's obligations to pay principal and interest on the Loan Amount under this Loan Agreement and the Note are entitled to the benefits of the intercept provisions of Section 7-785(a) of the School Code.

#### Section 3.05 Assignment of Loan Agreement; Manner of Payment.

In evidence of its obligations hereunder the Borrower will issue and deliver the Note to the Authority, which will assign the Note to the Trustee. As additional security for payment of the Bonds the Authority will assign to the Trustee all of its rights, title and interest in and to this Loan Agreement except for the right of the Authority to receive indemnity against claims and payment of its fees and expenses pursuant to Sections 3.02 and 7.05 hereof. The Borrower consents and agrees to such assignment. The Borrower covenants to fully perform, in timely fashion, all of its covenants, agreements and obligations under the Note and this Loan Agreement, and to make all payments required by the Borrower under the Note and this Loan Agreement directly to the Trustee, all without set-off, defense or counterclaim by reason of any dispute which the Borrower may have with the Authority or the Trustee.

#### Section 3.06 General Obligation of Borrower; No Defense or Set-Off.

The Borrower covenants and agrees that the Note shall be a general obligation of the Borrower to which the full faith, credit and ad valorem taxing power of the Borrower are pledged, within the limits established by law. The Borrower's obligation to make payments pursuant to the Note shall be absolute and unconditional, without defense or set off by reason of any default by the suppliers, materialmen or laborers, or any default under any contracts relating to the Borrower Project, or by the Authority under this Loan Agreement, or under any other agreement between the Borrower and the Authority, or for any other reason, including without limitation, failure to complete the acquisition, construction and installation of the Borrower Project, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Borrower Project, commercial frustration of purpose, or failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement, it being the intention of the parties that the payments required by this Loan Agreement will be paid in full when due without any delay or diminution whatsoever.

The Borrower agrees to pay or cause to be paid, the amounts due under the Note from its general funds and any other moneys legally available to it, in the manner and at the times provided therein and described in this Loan Agreement. The Borrower covenants that it shall (i) include the amount of the debt

service for the Note for each fiscal year in which such sums are payable in its budget for that year, (ii) appropriate such amounts from its general revenues for the payment of such debt service, and (iii) duly and punctually pay or cause to be paid from the sinking fund established for the Note or any other of its revenues or funds the principal of the Note and the interest thereon at the dates and place and in the manner set forth in the Note. The Borrower acknowledges that the foregoing covenant shall be specifically enforceable. If the current revenues of the Borrower in any calendar year are insufficient to pay the debt service on the Note coming due during the year, the unpaid balance will be provided for and paid out of its current revenues for its succeeding year.

#### Section 3.07 Payments to be Net.

Payments and additional amounts required to be paid by the Borrower under the Note and hereunder shall be received by the Authority or its assigns as net amounts and the Borrower covenants to pay all charges against or which might diminish such net amounts.

#### ARTICLE IV COVENANTS OF THE BORROWER

#### Section 4.01 <u>Compliance with Indenture</u>.

The Borrower covenants and agrees to cooperate with the Authority whenever the Borrower is requested in writing by the Authority to provide information or assistance in order to enable the Authority to comply with all requirements hereof, as well as to enable the Authority to fulfill all covenants under the Indenture.

#### Section 4.02 Reports and Opinions; Inspections.

Until all amounts due under the Note have been paid in full, the Borrower shall deliver to the Authority, in such number of copies as may reasonably be requested, its annual financial report, prepared in accordance with generally accepted accounting principles and certified by an independent certified public accountant or accounting firm (which accountant or firm is satisfactory to the Authority), or, if such an accountant or firm is not available, certified by the Business Manager of the Borrower, within ten days of the Borrower's receipt thereof, and in no event later than 180 days after the end of the Borrower's fiscal year to which the report relates. In addition, the Borrower shall deliver to the Authority, from time to time as requested by the Authority, such additional reports and information as the Authority shall reasonably request in order to permit the Authority to comply with its duties and responsibilities set forth in the Tax Certificate and the Continuing Disclosure Agreement between the Authority and the Trustee relating to the Bonds, and to comply with information requests received by the Authority from the Trustee or Bondholders.

The Borrower agrees to permit the Authority and the Trustee or their agents to examine, visit and inspect, and upon prior written notice to the Borrower, at any reasonable time, the Borrower Project, and the Borrower's facilities, and any accounts, books and records, including its receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and to supply such reports and information as the Authority or the Trustee may reasonably require.

#### Section 4.03 Compliance with Laws.

With respect to the Program and the Borrower Project and any additions, alterations, or improvements thereto, the Borrower will at all times comply with all applicable requirements of Federal and state laws and with all applicable lawful requirements of any agency, board, or commission created under the laws of the Commonwealth or of any other duly constituted public authority; provided, however, that the Borrower shall be deemed in compliance with this Section 4.03 so long as it is contesting in good faith any such requirement by appropriate legal proceedings.

#### Section 4.04 Compliance with Tax Certificate.

The Borrower hereby covenants that it will not take any action, nor omit to take any action that would cause the Loan to fail to meet the requirements of a Qualified [School Construction/Zone Academy] Bond, as that term is defined under Sections 54A and 54F of the Code. Specifically, the Borrower agrees to comply with all of the requirements set forth in the Tax Certificate.

#### Section 4.05 Restriction Against Interest Rate Hedge Agreements.

The Borrower hereby covenants that it will not enter into any interest rate exchange, swap, cap, collar, floor, or other arrangement intended to hedge the interest rate on the Note in connection with the Program.

#### ARTICLE V THE PROGRAM

#### Section 5.01 Disbursement of Loan.

- (a) Upon the issuance of the Bonds, the proceeds of the Bonds representing the Loan Amount will be deposited with and held by the Trustee in an account within the Program Fund segregated for the Borrower.
- (b) In order to receive disbursements of the Loan, the Borrower will be required to submit a requisition to the Trustee in the form attached as Exhibit E hereto.
- (c) Proceeds for the reimbursement (or in limited circumstances, for the redemption of qualified interim financings) of costs paid prior to issuance of the Bonds will be delivered upon evidence of the reimbursable expenses or use of interim financing proceeds by the Borrower.

#### Section 5.02 Program Spending Rules.

Under the Program, the Borrower is required to spend 100% of the Loan Amount within three years of the date of issuance of the Bonds. Upon completion of the Borrower Project, the Borrower shall provide the Authority and the Trustee with a certificate in the form attached hereto as Exhibit F to the effect that the Borrower Project has been completed or that 100% of the Loan Amount has been spent. In the event that 100% of the Loan Amount is not spent within three years of the Closing Date, the Borrower shall prepay all or a portion of the Note equal to the unspent proceeds, within 90 days of the three-year deadline. The Borrower may request that the Authority file, at the expense of the Borrower, with the Internal Revenue Service a request for an extension of the three-year spending deadline. Such request must be submitted to the Authority no later than 30 months after the Closing Date.

#### Section 5.03 Investment of Moneys.

Moneys on deposit in the Borrower's accounts or subaccounts within the funds established under the Indenture, including the Program Fund and the Debt Service Fund, shall be invested or deposited from time to time at the direction of the Authority or, to the extent provided in the Indenture, at the direction of the Borrower, in investments which are permitted investments for such moneys under the Indenture. Earnings on such moneys shall be applied in accordance with the Indenture. Neither the Authority nor the Trustee shall be liable for any losses in connection with such investments.

#### ARTICLE VI DEFAULTS AND REMEDIES

#### Section 6.01 Events of Default.

Each of the following events is hereby defined as, and declared to be and shall constitute, an "Event of Default":

- (a) failure by the Borrower to make any payment required to be made pursuant to the Note for the purpose described in Section 3.01(a) or 3.01(b) hereof within 15 days after such payment is due; or
- (b) failure by the Borrower to make any payment required to be made pursuant to the Note for the purpose described in Section 3.02 hereof within 30 days after the same is due; or
- (c) failure by the Borrower to observe and perform any other covenant, condition or agreement on its part to be observed or performed under the Note or this Loan Agreement for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Borrower by the Authority or the Trustee; or
- (d) if any of the representations and warranties of the Borrower hereunder shall prove to be false or misleading in any material respect.

#### Section 6.02 Payment on Default; Suit Therefor.

The Borrower covenants that, in case default shall occur in the payment of any sum payable by the Borrower pursuant to the Note for the purposes described under Section 3.01 of this Loan Agreement as and when the same shall become due and payable, then, upon demand of the Authority, or of the Trustee at the direction of the Authority, the Borrower will pay to the Trustee an amount equal to the sum of: (a) the outstanding amounts due under the Note; (b) all other amounts which the Borrower is obligated to pay under the Note or this Loan Agreement; and (c) such further amount as shall be sufficient to cover the costs and expenses of collection, including a reasonable compensation to the Authority, the Trustee, their agents and attorneys, and any expenses or liabilities incurred by the Authority or the Trustee (or its assignee).

In case the Borrower shall fail forthwith to pay such amounts upon such demand, the Trustee shall be entitled and empowered to institute any actions or proceedings at law or in equity for the collection of the sums so due and unpaid, including the exercise of remedies pursuant to the Debt Act and may prosecute any such action or proceeding to judgment or final decree, and may enforce any such judgment or final decree against the Borrower and collect in the manner provided by law out of the property of the Borrower the money adjudged or decreed to be payable.

In case any proceedings shall be pending for the adjustment of debts of the Borrower under laws of the Commonwealth, the Federal bankruptcy laws or any other applicable law, or in case a receiver or trustee shall have been appointed for the property of the Borrower, or in case any other similar judicial proceedings shall be pending relating to the Borrower or to the creditors or property of the Borrower, the Trustee or its assigns shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owed by the Borrower under the Note and this Loan Agreement and to file such proofs of claim and other papers or documents as may be necessary or advisable in order to prosecute the claims of the Trustee in any such judicial proceedings relating to the Borrower, its creditors, or its property, and to collect and receive any money or other property payable or deliverable on any such claims, and to distribute the same after the deduction of its charges and expenses.

Any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized to make such payments to the Trustee and to pay to the Trustee any amount it requires for compensation and expenses, including counsel fees it has incurred up to the date of such distribution.

#### Section 6.03 Other Remedies.

In addition to the foregoing, the Authority or the Trustee, as applicable and appropriate, shall be entitled to exercise of rights or remedies conferred by the Debt Act or the Act, or other law, as appropriate, in effect from time to time, as holder, or assignee, of the Note.

#### Section 6.04 Cumulative Rights.

No remedy conferred upon or reserved to the Authority or the Trustee by this Loan Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Note, this Loan Agreement or now or hereafter existing at law or in equity or by statute. No waiver by the Authority or the Trustee of any breach by the Borrower of any of its obligations, agreements or covenants hereunder shall be deemed a waiver of any subsequent breach, or a waiver of any other obligation, agreement or covenant, and no delay or failure by the Authority or the Trustee to exercise any right or power shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised by the Authority or the Trustee from time to time, and as often as may be deemed expedient.

#### Section 6.05 Discontinuance of Proceedings.

In case the Authority or the Trustee shall have proceeded to enforce any right under the Note or this Loan Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Authority or the Trustee, then and in every such case the Borrower, the Authority and the Trustee shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Borrower, the Authority and the Trustee shall continue as though no such proceeding had been taken.

#### ARTICLE VII MISCELLANEOUS

#### Section 7.01 <u>Limitation of Liability of the Authority.</u>

Notwithstanding any other provision of this Loan Agreement, in the event of any default by the Authority hereunder or under the Bonds or the Indenture, any liability of the Authority shall be enforceable only out of its interest under the Note and this Loan Agreement and the money to be paid by the Borrower, and there shall be no recourse for any claim based on this Loan Agreement, the Indenture or the Bonds, against any other property of the Authority or against any officer or employee, past, present or future, of the Authority or any successor body as such, either directly or through the Authority or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or other wise, and the liability of the Authority shall be limited to its interest under this Loan Agreement, the Note, and the money to be paid by the Borrower, and the lien of any judgment shall be restricted thereto, and there shall be no other recourse by the Borrower against the Authority or any of the property now or hereafter owned by it.

Section 7.02 Notices.

Notices hereunder shall be given to the addresses shown below or to such other address as shall be filed in writing with the parties hereto:

If to the Authority:

State Public School Building Authority

1035 Mumma Road Wormleysburg, PA 17043 Attention: Executive Director

If to the Borrower:

The Notice Address set forth in Appendix I hereto

If to the Trustee:

Wells Fargo Bank, National Association

Four Penn Center, Suite 810 1600 John F. Kennedy Blvd.

Philadelphia, PA 19103Attention: Dolores Kenst

Section 7.03 Assignments.

This Loan Agreement may not be assigned by either of the parties hereto without the consent of the other party hereto and the consent of the Trustee, except that the Authority may assign its rights to the Trustee pursuant to Section 3.05 hereof. Any assignment in contravention of this Section shall be void.

Section 7.04 Illegal, etc. Provisions Disregarded.

In case any provision of this Loan Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, this Loan Agreement shall be construed as if such provision had never been contained herein or therein.

- In the exercise of the power of the Authority and its members, officers, (a) employees and agents under this Loan Agreement including (without limiting the foregoing) the application of moneys and the investment of funds, the Authority shall not be accountable to the Borrower for any action taken or omitted by it or its members, officers, employees and agents in good faith and believed by it or them to be authorized or within the discretion or rights or powers conferred. The Authority shall be protected in its or their acting upon any paper or document believed by it or them to be genuine, and it or they may conclusively rely upon the advice of Counsel and may (but need not) require further evidence of any fact or matter before taking any action. No recourse shall be had by the Borrower for any claims based on this Loan Agreement or on the Indenture against any member, officer, employee or agent of the Authority alleging personal liability on the part of such person. The Borrower shall indemnify the Authority and all such other parties and save them harmless against any liability intended to be precluded by this Section 7.05. In addition, the Borrower agrees to be responsible for and to pay for any loss, liability or expense, including attorneys' fees, incurred by the Authority, which arises out of or relates to the Borrower's acts or omissions with respect to its obligations hereunder. This provision shall not be construed to limit any party's rights, obligations, liabilities, claims or defenses which arise as a matter of law or pursuant to any other provision of this Loan Agreement. The provisions of this Section 7.05(a) shall survive the termination of this Loan Agreement and the Indenture.
- The Borrower will indemnify and hold harmless the Authority and each member, officer and employee of the Authority against any and all claims, losses, damages or liabilities, joint and several and any and all fines, penalties, and expenses, including out-of-pocket, incidental expenses, legal fees and expenses, the allocated costs and expenses of in-house counsel and legal staff and the costs and expenses of defending or preparing to defend against any claim, to which the Authority or such other persons may become subject, insofar as such losses, claims, damages, liabilities, fines, penalties or expenses (or actions in respect thereof) arise out of or are based upon any alleged act or omission by the Authority in connection with the Project, the issuance of the Bonds or the administration of the Indenture or this Loan Agreement. In the event any such claim is made or action brought against the Authority, or any member, officer or employee of the Authority, the Authority may direct the Borrower to assume the defense of the claim and any action brought thereon and the Borrower shall pay all expenses incurred therein; or the Authority may assume the defense of any such claim or action, the reasonable costs of which shall be paid by the Borrower; provided, however, that Counsel selected by the Authority to conduct such defense shall be approved by the Borrower, which approval shall not be unreasonably withheld, and further provided that the Borrower may engage its own Counsel to participate in the defense of any such action. The defense of any such claim shall include the taking of all actions necessary or appropriate thereto. The provisions of this Section 7.05(b) shall survive the termination of this Loan Agreement and the Indenture.
- (c) The Borrower shall and hereby agrees to indemnify and hold harmless the Trustee and its directors, officers, agents and employees (collectively, the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, and expenses, including out-of-pocket, incidental expenses, legal fees and expenses, the allocated costs and expenses of in-house counsel and legal staff and the costs and expenses of defending or preparing to defend against any claim ("Losses") that may be imposed on, incurred by, or asserted against, the Indemnitees or any of them for following any instruction or other direction upon which the Trustee is authorized to rely pursuant to the terms of this Loan Agreement and the Indenture. In addition to and not in limitation of the immediately preceding sentence, the Borrower also covenants and agrees to indemnify and hold the Indemnitees and each of them harmless from and against any and all Losses that may be imposed on, incurred by, or asserted against the Indemnitees or any of them in connection with or arising out of the Trustee's performance under this Loan Agreement and the Indenture, provided the Trustee has not acted with

negligence or engaged in willful misconduct. The provisions of this Section 7.05(c) shall survive the termination of this Loan Agreement and the Indenture and the resignation or removal of the Trustee for any reason. The Trustee shall give the Borrower prompt notice in writing of any action, suit or proceeding filed and naming the Trustee as a party in connection with its actions in connection with the foregoing documents.

#### Section 7.06 Amendments.

The Borrower and the Authority may, with the consent of the Trustee, enter into any amendments hereto at any time as shall not materially adversely affect the rights of or the security of the holders of the Bonds, for any of the following purposes:

- (a) To cure any ambiguity, defect or omission herein or in any amendment hereto; or
- (b) To grant to or confer upon the Authority any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon it; or
- (c) To add to the covenants and agreements of the Borrower herein contained, or to surrender any right or power herein reserved to or conferred upon the Borrower; or
  - (d) To reflect any approved change to the Borrower Project; or
  - (e) To reflect a change in Exhibit B hereto as permitted under Section 3.01(a); or
  - (f) To reflect a change in applicable law.

All other amendments must be approved by the Trustee, with Bondholders' consent, if necessary, in the same manner and to the same extent as is set forth in the Indenture.

#### Section 7.07 Successors and Assigns.

All covenants, promises and agreements contained in this Loan Agreement by or on behalf of or for the benefit of the Borrower or the Authority, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

#### Section 7.08 Applicable Law.

This Loan Agreement shall be governed by, and interpreted under, the laws of the Commonwealth.

# IN WITNESS WHEREOF, STATE PUBLIC SCHOOL BUILDING AUTHORITY has caused this Loan Agreement to be executed by its Authorized Representative and its corporate seal to be hereunto affixed, attested by its Secretary as of the day and year first above written.

	STATE PUBLIC SCHOOL BUILDING AUTHORITY
Attest: Beverly M. Nawa Secretary	By: Robert Baccon Assistant Executive Director

Signature Page to Loan Agreement S-1

	[*BORROWER NAME*] SCHOOL DISTRICT
ATTEST:	
	Ву:
Name:	Name:
Title:	Title:

#### APPENDIX I

"Authorizing Resolution" means the resolution of the Board of School Directors of the Borrower, dated [], authorizing, among other things, the incurrence of the debt evidenced by the Note and the execution and delivery of this Loan Agreement, and the Borrower's participation in the Program.
"Borrower" means [*Borrower Name*] School District, [*County*] County, Pennsylvania.
"Loan Amount" means \$[Loan Amount].
"Maturity Date" means [].
"Notice Address" means [].

#### EXHIBIT A

## DESCRIPTION OF BORROWER PROJECT

[Pennsylvania Department of Education approval to be attached]

#### **EXHIBIT B**

# SCHEDULE OF NOTE PRINCIPAL OR MANDATORY SINKING FUND INSTALLMENT PAYMENTS

Principal or Mandatory
Sinking Fund Installment Due Date

Principal or Mandatory Sinking Fund Amount

Interest Rate: \_\_%

DMEAST #12697874 v15

#### EXHIBIT C

#### FORM OF AUTHORIZING RESOLUTION

DMEAST #12697874 v15

#### EXHIBIT D

#### FORM OF NOTE

#### **EXHIBIT E**

#### FORM OF REQUISITION

# \$[\*Note Amount\*] [\*BORROWER\*] SCHOOL DISTRICT GENERAL OBLIGATION NOTE (STATE PUBLIC SCHOOL BUILDING AUTHORITY) SERIES A OF 2011

To:	Wells Fargo Bank, National Association, as Trustee (the "Trustee") Fax: 412-454-4610			
	Email: dolores.j.kenst@wellsfargo.com	m		
From:	(th	ne "Borrower")		
Re:	Draw from Program Fund established dated as of November 1, 2011 (the "Ir	d under the Trust Indenture for the above-referenced bonds ndenture")		
Requis	ition Number:			
Date:				
The Borrower hereby directs the Trustee to pay from the Borrower's account within the Program Fund established under the Indenture the following amount to the Payees listed below, and certifies that such amount is for the "Cost" of a "Borrower Project," as such terms are defined in the Indenture, and is for the categories of Cost for the Borrower Project set forth on Schedule A annexed hereto and made a part hereof. None of the amounts listed below is for a cost of issuing the Bonds or the Borrower's Note (as such terms are defined in the Indenture).				
	<u>Amount</u> \$	<u>Payee</u>		
		[] SCHOOL DISTRICT		
		By: Name:		
		Name: Title:		

DMEAST #12697874 v15

#### **EXHIBIT F**

## FORM OF COMPLETION CERTIFICATE

То:	State Public School Building Authority Wells Fargo Bank, National Association, as Trustee
From:	(the "Borrower")
Re:	Completion of Borrower Project
Date:	
	The Borrower hereby certifies that the Borrower Project has been completed. The date of tion was All obligations of the Borrower in connection with the tion, construction or equipping of the Borrower Project have been paid and discharged in full or on made for their payment and discharge.
	[] SCHOOL DISTRICT
	By: Name: Title:

#### ASSIGNMENT

For value received STATE PUBLIC SCHOOL BUILDING AUTHORITY (the "Authority") hereby sells, assigns and transfers unto WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee under a Trust Indenture dated as of November 1, 2011, with the Authority (the "Trust Indenture"), the within Loan Agreement and all collateral security interests and attendant rights thereunder, including, without intending to limit the generality of the foregoing, the Note, as such term is defined in the Loan Agreement, without recourse, representation or warranty, provided, however, that notwithstanding such assignment, the Authority reserves the right to receive payment of fees and expenses, reports and indemnity against claims and to enforce remedies with respect to the obligations of the Borrower under Sections 3.02, 4.01 and 7.05 of the Loan Agreement and to amend said Loan Agreement as provided in the Trust Indenture.

	STATE PUBLIC SCHOOL BUILDING AUTHORITY
Attest:	By:
Beverly M. Nawa, Secretary	Robert Baccon, Assistant Executive Director

Date: No	overnoer, 2011
Receipt (	of this Assignment and the instructions contained therein is hereby acknowledged.
WELLS	FARGO BANK, NATIONAL ASSOCIATION, as Trustee,
Ву:	Authorized Officer

DMEAST #12697874

Signature Page to Assignment of Loan Agreement

# RHOADS & SINON LLP

ph (717) 231-66051 fx (717) 238-8621 jcox@rhoads-sinon.com

FILE NO: 2351/54

September 15, 2011

Re: East Stroudsburg Area School District Monroe and Pike Counties, Pennsylvania \$630,000 Maximum Aggregate Principal Amount General Obligation Note

Ms. Patricia Bader, Business Manager East Stroudsburg Area School District 50 Vine Street East Stroudsburg, PA VIA E-MAIL TRANSMISSION: patricia-bader@esasd.net

Dear Pat:

For the School District to authorize a qualified zone academy bond, the Board must first undertake debt proceedings for review by the Pennsylvania Department of Community and Economic Development, and incur nonelectoral indebtedness evidenced by a general obligation note to be issued to the Pennsylvania State Public School Building Authority. The QZAB is being sized on a "parameters" basis, and will be reduced when SPSBA issued its bonds.

The procedure for incurring debt is governed by the Pennsylvania Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82. The Board must adopt a Resolution authorizing the maximum parameters of the new QZAB Note, as required by the Debt Act. Section 8003 of the Act provides that prior to the adoption of a Resolution authorizing debt, the issuer is required to advertise its intention to adopt the Resolution at least three days and not more than 30 days prior to the date the Resolution will be adopted. The Notice evidencing the intent to adopt the Resolution is required to be advertised at least one time in a newspaper published or of general circulation in the School District. The Notice, a copy of which was previously forwarded to you, has been placed for advertisement on Thursday, September 15, 2011, with The Pocono Record in accordance with the Debt Act.

The Notice states, as required by the Debt Act, that the Resolution is available for inspection by any interested citizen at the School District's Administrative Offices. In order to fulfill the inspection requirement, we have prepared a draft Resolution in a form required by SPSBA's counsel. Please make a copy of the attached Resolution available for public inspection, and feel free to distribute copies to your Board prior to the September 19 meeting. We will attend

One South Market Square, 12th Floar - P.O. Box 1146 - Harrisburg, PA 17108-1146 - phr 712,233,5731

www.rhoads-sinon.com

Ms. Patricia Bader, Business Manager East Stroudsburg Area School District September 15, 2011 Page 2

the meeting to summarize the Resolution and bring other documents that require signatures and sealing (and in one case notarization) following the meeting.

If you have any questions, please do not hesitate to contact our office.

Very truly yours,

Rhoads & Sinon LLP

/s/ Jonathan W. Cox By: Jonathan W. Cox

cc(w/attachment) Ms. Patricia Rosado, Board Secretary (patricia-rosado@esasd.net)
Thomas F. Dirvonas, Esquire (tom@dirvonas.com)

# COLONIAL INTERMEDIATE UNIT 20 ALTERNATIVE and REGULAR EDUCATION TRANSPORTATION CONTRACT For School Year 2011-2012

This CONTRACT entered into this 24nd day of August, 2011 by and between COLONIAL INTERMEDIATE UNIT 20 at 6 Danforth Drive, Easton, PA 18045, hereinafter referred to as CIU20.

AND

East Stroudsburg Area School District at 50 Vine Street, PO Box 298, East Stroudsburg, PA 18301

CIU20 and East Stroudsburg Area School District agree to enter into a contract where CIU20 will provide and bill directly for Alternative and Regular Education transportation services for 2011-2012. Based on 2010-2011 aggregate miles the Intermediate Unit transported students and providing for our 2011-2012 budgetary increases and anticipated changes in number of students we will transport in 2011-2012, the cost for said service is projected to be \$2.32 per mile, for each student transported. This cost will increase or decrease depending on variations in number of students and miles transported from 2010-2011 and throughout 2011-2012. CIU20 will bill quarterly, (October 15, 2011, January 15, 2012, April 15, 2012 and July 15, 2012) based on our projected cost/mile and will then reconcile actual costs to you when the school year closes and after data and costs have been verified.

The Intermediate Unit will make every effort to accommodate new Transportation Requests for Alternative and Regular Education transportation students in as timely a manner as possible within the existing runs as already established. Should this service require a dedicated, new run to accommodate an overload of students on already existing runs, the Intermediate Unit may need to sub-contract with an outside vendor to accommodate these students until such time as an Intermediate Unit driver or substitute driver can be secured.

Please return signed agreement following appropriate administrative action to:

Mr. Jon Wallitsch
Assistant Director of Business Services
Colonial Intermediate Unit 20
6 Danforth Drive
Easton, PA 18045-7899
610-515-6422
jwallitsch@ciu20.org

Colonial Intermediate Unit 20	East Stroudsburg Area School District
By: Colonia Intermediate Ont 20	Ву:
Dr. Charlene M. Brennan	
Title: Executive Director	Title:
Witness: Dans & Dolgress	Witness:
Mr. Hans E. Baltzersen	
Title: <u>Director of Business Services</u>	Title:
Date: 8/24/11	Date:



# THE SCRANTON - LACKAWANNA HUMAN DEVELOPMENT AGENCY, INC.

321 SPRUCE STREET IST FLOOR, SCRANTON, PENNSYLVANIA 18503

Phone: (570) 963-6836 Fax: (570) 496-7713

#### Letter of Agreement

East Stroudsburg Area School District

Scranton-Lackawanna Human Development Agency, Inc. Head Start Program

Effective Date: August 1, 2011 to June 30, 2012

This Letter of Agreement is subject to the terms and conditions below and is contingent upon the receipt from the PA Department of Education of the full amount of funding requested in the Grant Application presented by the Scranton Lackawanna Human Development Agency, Inc. Head Start Program to that Department under the Head Start Supplemental Assistance Program.

Grant funds are contingent upon the passage of the 2011-2012 State budget by the General Assembly. Failure to receive total funding voids this Agreement.

A new Agreement will be negotiated upon receipt of partial funding. If no Agreement can be reached in such case, the Program will not be implemented.

This Agreement can also be voided at any time by either party by providing the other party with thirty (30) days written notification.

#### **Terms and Conditions**

- 1. Staffing Teacher and Teacher Aide hired by Head Start and paid with PDE Funds. There will be a p.m. class with a maximum of 17 Head Start Students.
- 2. Curriculum Creative Curriculum for Young Children
- 3. Assessments Work Sampling System
- 4. Health All required Head Start Health Services and Screenings will be provided by Head Start Health Coordinator.
- 5. Nutrition Lunches provided by the School District and billed to the School Lunch Program. Snack will also be provided by the School District, paid for by Head Start and then billed to the Child & Adult Care Food Program (CACFP) for reimbursement. Head Start Nutrition Consultant and Nutrition Coordinator will provide additional oversight. Adult meals are billed directly to Head Start and paid for with PDE Funds.

6. Special Needs – Will be provided by Head Start Special Needs Coordinators in conjunction with Colonial Intermediate Unit #20 and the School District. Head Start Mental Health Consultants will also provide services.

7. Social Services – Recruitment will be the joint responsibility of School District and Head Start. Eligibility determination and selection will be the responsibility of Head Start.

8. Parent Involvement – Will be solely the responsibility of Head Start Staff. Parents will be cleared for entry into School District Property by the School District to volunteer and for Parent Visits. If background checks are required it will be the responsibility of Head Start at Head Start expense. (PDE funds)

9. Career Development – Pre-Service and In-Service Training including Child Development Association (CDA) Credential and college courses for credits are the responsibility of Head Start utilizing PDE Funds.

- 10. Equipment (Classroom) Provided by the School District and Head Start. (Playground) Provided by the School District at no cost to Head Start.
- 11. Supplies Provided by Head Start utilizing PDE Funds.
- 12. Space Provided by the School District at no cost to Head Start.
- 13. Utilities Utilities are provided by the School District at no cost to Head Start.
- 14. Maintenance Including snow plowing and garbage removal provided by School District at no cost to Head Start.
- 15. Repairs to Facility and Equipment Provided by School District at no cost to Head Start.
- 16. Classes will be provided utilizing the Head Start Calendar (160-173 days) at 3.5 hours per class.
- 17. School Closings due to inclement weather will be at the discretion of the Superintendent of Schools.

roll

			W Eller	er 8/10
Mr. Horace Cole	date		Mr. William E. Cockerill	
President, Board of Education		* .	Chairman, Board of Dire	ctors
			FIDE LET	8/10/11
Ms. Sharon Laverdure	date		Mr. Fred F. Lettieri	date
School Superintendent			Executive Director	4.00
32	8/17/11		Hami	8/9/10
Mr. Richard Carty	date		Mr. Sam Ceccacci	date
Principal			Project Director	

# CONTRACT TO PURCHASE MEALS FROM SCHOOLS

The Pennsylvania Department of Education, in providing this contract as a service to schools, does not become a party to this contract. The purchasing sponsor, hereafter referred to as the Purchaser, is the responsible authority, without recourse to the Pennsylvania Department of Education and the United States Department of Agriculture regarding the settlement and satisfaction of all contractual and administrative issues arising under this contract. This includes, but is not limited to: disputes, claims, protests of award, source evaluation or other matters of a contractual nature.

Made and entered into this date of Sept. 6, 2011 by and between

SLHDA Head Start 300356500 Scranton, Pa.

East Stroudsburg Area School District

East Sroudsburg, Pa.

These meals/snacks will be served at the following locations (press enter/return to add multiple sites): **Example:** PDE Child Care, 333 Market Street, Harrisburg, PA 17126

# Bushkill Head Start Hc 12 Box 700 Dingman's Ferry, Pa. 18328

The parties entering into this contract agree to be bound by the United States Department of Agriculture (USDA) regulations Title 7 of the CFR Part 210, Part 220 and/or Part 226, as appropriate.

The Purchaser will order meals/snacks on a weekly basis notifying the Provider Na days proceeding the week of delivery. Orders will include totals for each site and each type of meal/snack.

If the Purchaser is another School District, Traditional Food-Based Menu Planning Option will be used.

The Purchaser reserves the right to increase or decrease the number of meals/snacks ordered with a minimum notice of Na.

If the Purchaser's children will eat meals/snacks on the Provider's premises, the children will be at the building and served at for Breakfast, for Lunch and 2:30 pm for Snack.

The Provider agrees to supply meals/snacks inclusive of milk to the Purchaser for the prices herein listed:

Meal Type	Daily Estimated Servings	x	Estimated No. Serving Days Per Year	x	Unit Price	=	Estimated Total \$\$
BREAKFAST LUNCH SNACK	17		180 GRAND TOTAL	OF CO	، ٦٢ ONTRACT		\$ 2325.60

#### **Conditions:**

- 2. Meals/snacks will be delivered on a daily basis or other mutually agreed upon period of time in accordance with the 21-day menu cycle. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the Provider from delivering a specified meal/snack component, the Provider shall notify the Purchaser immediately so substitutions can be agreed upon. The Purchaser reserves the right to periodically suggest menu changes within the Provider's suggested food cost range throughout the contract period.
- 3. The Provider will bill the Purchaser only for meals/snacks prepared and delivered/picked up at the specified time. Damaged or incomplete meals/snacks shall not be included. Adequate refrigeration or heating will be provided when the Provider delivers meals/snacks or picked up by Purchaser to insure the wholesomeness of food in accordance with state and/or local health codes.
- 4. The Purchaser will furnish the Provider with the number of meals/snacks, by meal service type, to be delivered to each site when applicable.
- 5. The Purchaser reserves the right to add or delete sites and provide one week's notice to the Provider.
- 6. The Provider guarantees that meals/snacks will be delivered within the prescribed time period as mutually agreed upon by both parties.
- 7. The Provider agrees to retain the records required by the Purchaser for a period of three years after the end of the fiscal year to which they pertain (or longer if an audit is in progress) and, upon request, to make all accounts and records pertaining to the program available to representatives of the Pennsylvania Department of Education, the United States Department of Agriculture and/or the Office of the Inspector General and General Accounting Office for audit or administrative review purposes at a reasonable time and place.

The Provider also agrees to provide the needed information on the amount of food sent to the Purchaser for recording on the Production Records. Recipes and Product Information Sheets will be provided to the Purchaser as required for School Meals Initiative (SMI) reviews. If the Provider is providing meals using the NuMenus Planning Option, a printout of the nutrient analysis of the menus used must be provided to the Purchaser.

8. During the performance of the contract, the Provider agrees as follows: The Provider will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or disability. The Provider will take affirmative action to ensure that applicants are employed and that employees are treated while employed without regard to their race, color, national origin, age, sex or disability. Such action shall include, but not be limited to, the following:

employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity clause.

- 9. The Provider will comply with all provisions of Executive Order Number 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 10. It is expressly agreed that in the event of any disagreement or controversy arising between the Provider and the Purchaser as to the interpretation of the specifications or proper performance of this contract, the dispute shall be settled between the Provider and Purchaser within a reasonable period of time and shall be final.
- 11. The Purchaser shall have the option to cancel this contract if the state or federal government withdraws funds to support the Child and Adult Care Food Program, the National School Lunch Program, the School Breakfast Program, the Afterschool Snack Program and/or the Summer Food Service Program.
- 12. The Provider guarantees that it has sufficient facilities to handle the increased meal/snack production resulting from the execution and implementation of the requirements of this contract.
- 13. The Provider guarantees that it has a delivery system sufficient to provide the meals/snacks as specified in this contract.
- 14. The Provider guarantees that there have not been any audit or CRE findings or sanctions within the past three years which would indicate that the Provider was incapable of preparing proper meals/snacks, planning quality menus or maintaining adequate records.
- 15. This contract may be terminated by notice, in writing, given by any party hereto to the other party at least 30 days prior to the date of termination.

# Additional Requirements:

It is agreed by the parties hereto that there are no other considerations, favors, promises or interests passing between the parties other than what is expressly stated in this contract.

In-witness hereof, this contract is signed and executed this date of Sept. 6, 2011 and will end Sept. 5, 2012

Signature on Behalf of:	Signature on Behalf of:
SLHDA Head Start	East Stroudsburg Area School District
Name of Purchaser	Name of Provider
Da	
Signature of Authorized Representative	Signature of Authorized Representative
Sam Ceccacci	HORACE S. COLE
Project Director	BOARD PRESEDENT
Title	Title
9/1/1	
Date	Date

PDE APPROVED

Please sign in BLUE ink.

SEP 1 4 2011

# East Stroudsburg Area School District Supplemental Educational Services Master Contract 2011-2012

#### **AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

#### 1. MASTER CONTRACT

This Supplemental Educational Services ("SES") Master Contract (hereafter referred to as the "Contract") is made as of September 20, 2011 by and between THE EAST STROUDSBURG AREA SCHOOL DISTRICT (hereafter referred to as "ESASD") located at 50 Vine Street, East Stroudsburg, PA 18301, and ATS Project Success (hereafter referred to as the "Contractor") located at 20674 Hall Road, Clinton Township, MI 48038.

WHEREAS, the ESASD requires certain professional services to assist in accomplishing the Supplemental Educational Services instructional mandates of the Elementary and Secondary Education No Child Left Behind Act of 2001 (hereafter referred to as "the Act") and

WHEREAS, Section 1116(e) of the law entitled "Supplemental Educational Services" mandates the provision of tutoring and other supplemental academic enrichment services that are (a) in addition to instruction provided during the school day, (b) of high quality and research based, and (c) specifically designed to increase the academic achievement of eligible students as measured by the academic assessments required under Section 1111 of the Act, and enable eligible students to attain proficiency in meeting the Commonwealth of Pennsylvania's academic achievement standards for students eligible under Title I; and

WHEREAS, Section 1116(e) of the Act mandates that the ESASD contract with one or more providers selected by Parent(s) to procure Supplemental Educational Services for eligible students; and

WHEREAS, the Commonwealth of Pennsylvania Department of Education, acting pursuant to its mandate under Section 1116(e) of the Act, has approved the Contractor to provide Supplemental Educational Services to meet the requirements of Section 1116(e) of the Act; and

WHEREAS, upon acceptance of an ESASD student, Contractor shall submit, to the ESASD an Individual Learning Plan (hereinafter referred to as "ILP") as specified by the ESASD for each student served by the Contractor. This form shall acknowledge Contractor's intent to provide all services specified in the student's ILP. The ILP shall be executed within (10) days of receipt of an ESASD student's enrollment or at a time agreed to by the Contractor and the ESASD; and

WHEREAS, the ESASD and Contractor shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA") that generally describes Contractor's program; and

Now, therefore, in consideration of the mutual promises contained herein, this	the District
intending to be legally bound, agrees as follows:	

#### 2. RESOLUTION

The School Board resolution authorizing this Contract was approved on

#### 3. TERM OF MASTER CONTRACT

The term of the contract shall begin on the date of signing and end on May 30, 2012 (the "Term"), unless terminated sooner by the ESASD, as provided in this Contract.

#### 4. COMPENSATION

As compensation for the satisfactory performance of the work actually delivered under this Contract to each eligible student, the ESASD shall pay the Contractor for services actually rendered at a rate per student not to exceed one thousand one hundred and fifty-seven dollars and seven cents (\$1,157.07) for each student who actually attends the program; payable from Title I Account # 10-1100-300-440-16-00-92. This amount is the State determined figure released in August 2011.

#### 5. INTEGRATION

This master contract and all attachments and amendments thereto including, the Individual Learning Plan (hereafter referred to as the "ILP") and the Individual Student Agreement (hereafter referred to as the "ISA") constitute the entire agreement between the ESASD and the Contractor. This agreement supersedes any prior written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, this Contract shall be modified and/or amended as necessary to conform to federal and state laws and regulations.

#### 6. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this agreement, the Contractor shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations as required by law in connection with the furnishing of services pursuant to this agreement.

#### ADMINISTRATION OF MASTER CONTRACT

#### 7. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed, e-mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

Notices mailed to the ESASD shall be addressed to:

Notices to Contractor shall be addressed to:

East Stroudsburg Area School District

**ATS Project Success** 

Irene Duggins, Assistant Superintendent for

20674 Hall Road

Curriculum and Instruction

Clinton Township, MI 48038

Carl T. Secor Administration Building

50 Vine Street

East Stroudsburg, PA 18301

#### 8. MAINTENANCE OF RECORDS/CONFIDENTIALITY

- 8.1 Contractor Records. The Contractor shall provide access to all records or reports, or other matters relating to this agreement, upon request by the ESASD. The Contractor shall maintain fiscal records for five (5) years and shall keep them available for audit.
- 8.2 Student Records. All student records shall be kept in a secure location preventing access by unauthorized individuals.
- 8.3 **Confidentiality.** The Contractor will <u>not</u> publicly disclose the identity of the student or any student without written permission from the parent/guardian of record.

8.4 Data. All data provided by the ESASD is considered to be confidential under this Agreement as well as under the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability Protection Act (HIPPA), and appropriate regulations of the Pennsylvania Department of Education relating to the confidentiality of student records.

#### 9. TERMINATION

- 9.1 This SES Master Contract may be terminated by the ESASD at any time. Possible reasons would include but are not limited to: transfer of student to a non-public school or a school that is not eligible for Supplemental Educational Services, failure of student to attend the tutoring sessions, public disclosure of the identity of any student who is eligible for, or receiving supplemental educational services, without the written consent of the parents/legal guardians of the student, by the Contractor, non-performance of work by the Contractor, failure of Contractor to complete and turn in all mandatory paperwork, including, ILP, ISA and Progress Reports or failure of Contractors to adhere to Federal and State guidelines related to these services.
- 9.2 The Contractor shall not be entitled to anticipatory or lost profits, or consequential damages as a result of any termination under this section. The rights and remedies of the ESASD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

#### 10. INSURANCE

The Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, Comprehensive General Liability Insurance for personal injury and property damage with a \$250,000 coverage for each occurrence and \$500,000 aggregate coverage for personal injury and property damage and shall furnish the District with a Certificate of General Liability Insurance listing the District as an additional insured on the policy before services begin.

#### 11. INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall indemnify and hold harmless the ESASD and its representatives against any and all claims, demands, suits, and judgments for sums of money to any part for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the Contractor, its agents or employees while engaged upon or in connection with the services required or performed by the Contractor hereunder.

#### 12. RELATIONSHIP TO THE SCHOOL DISTRICT

- 12.1 The Contractor acknowledges that its relationship to the ESASD is that of an independent contractor and that no employer-employee relationship is created by virtue of this agreement.
- 12.2 The Provider acknowledges and agrees that the responsibility for payment of taxes, employees' salaries/contracts, or other expenses of the Provider shall be said Provider's obligation.
- 12.3 The Provider will not receive reimbursement for travel expenses.

#### **EDUCATIONAL PROGRAM**

## 13. APPROPRIATE EDUCATIONAL SERVICES

Unless otherwise agreed to between Contractor and the ESASD, Contractor shall be responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for ESASD students, as specified in the student's ILP and the ISA. Contractor shall make no charge of any kind to parents or students for Supplemental Educational Services as specified in the student's SLP.

#### 14. INSTRUCTIONAL PROGRAM

- 14.1 Provider will implement an individualized instruction program as documented in the ILP Goals and Objectives for each student receiving SES.
- 14.2 Service will be provided on the dates, times and location noted in the ISA document for each student receiving SES.
- 14.3 Tutor to student ratio will not exceed the State mandated maximum ratio cap of 1:10 during the school year and 1:15 during the summer as documented in the ILP Goals and Objectives.

#### 15. CLEARANCES

Contractor or any of its employees who come in direct contact with children during the discharge of responsibilities under this contract must obtain, at Contractor's own expense, clearance under Act 33 and Act 34 of 1985 as specifically set forth in 24 P.S. §1-111(a), as amended as well as FBI clearance. The results must be submitted to Contractor's ESASD contact person before performing any services under this contract.

#### 16. INVOICES

The Provider shall submit timely invoices to the ESASD monthly. The invoice shall consist of a summary sheet which lists all students' names, schools they attend, total hours for that particular month, the total dollar amount due per student as well as a grand total for all students. Attached to the summary sheet must be an Attendance and Payment Record, a progress report for each student and sign-in sheets for the month. No payment shall be due before receipt of a properly prepared invoice. The invoice shall be submitted on or before the fifth (5<sup>th</sup>) business day of a calendar month. The ESASD will not process invoices submitted after the fifth (5<sup>th</sup>) business day until the following calendar month.

#### 17. INDIVIDUAL LEARNING PLAN (ILP)

- 17.1 This Master Contract shall include an ILP developed for each ESASD student to whom Contractor is to provide Supplemental Educational Services. An ILP shall be written only for students enrolled with the approval of the ESASD. The ILP shall consist of achievement goals and objectives that will based on an evaluation of the student's academic achievement, with consideration given specifically to State mandated tests, ESASD tests, grades and recommendations from the students teacher/s.
- 17.2 The Contractor shall make no changes to any student's ILP Goals and Objectives without the written consent of the student's parent/guardian and ESASD.

#### 18. INDIVIDUAL STUDENT AGREEMENT (ISA)

This Master Contract shall include an ISA for each ESASD student to whom Contractor is to provide Supplemental Educational Services. An ISA shall only be completed for students enrolled with the approval of the ESASD. The ISA details the purpose of SES, as well as information on where and what time services are to take place, who is responsible for transportation, hourly rate charged by the Contractor, tutor to student ratio and assurances for the Contractor, the ESASD, the parent/guardian and the student.

#### 19. MEASUREMENT OF STUDENT PROGRESS/ASSESSMENTS

- 19.1 Student's progress will be measured by the ESASD, at the beginning of the school year, mid-year and at the end of the school year utilizing the NWEA Measures of Academic Progress.
- 19.2 The Contractor will inform the parent/guardian and the ESASD about the student's progress monthly and upon completion of services by completing and distributing to the aforementioned parties, a copy of the progress report.

#### 20. SERVICES

All services given by the Contractor under this contract shall be secular, neutral and non-ideological in instruction and content.

#### 21. SCHOOL DISTRICT STUDENT CHANGE OF ENROLLMENT

If the ESASD student's change of enrollment is to a school outside of the ESASD service boundaries or a school whose students are not eligible for Supplemental Educational Services under the No Child Left Behind Act, the ESASD shall not be responsible for the costs of services delivered after the ESASD student's change of enrollment.

#### 22. WITHDRAWAL OF SCHOOL DISTRICT STUDENT FROM PROGRAM

Contractor shall immediately report, by telephone, to the ESASD when an ESASD student is withdrawn by parent from services. Contractor will confirm such telephone call in writing.

#### 23. MONITORING

The Contractor shall allow access to its facilities for periodic monitoring of each student's instructional program by the ESASD. ESASD representatives shall have access to observe each student at work, observe the instructional setting, interview the Contractor, and review each student's progress.

# SIGNATURES CERTIFY THAT WE HAVE READ, UNDERSTOOD AND AGREE WITH THESE SUPPLEMENTAL EDUCATIONAL SERVICES MASTER CONTRACT

1

		Um I	9-13-1
ESASD BOARD PRESIDENT	DATE	PROVIDER CONTACT	ÐATE
DISTRICT CONTACT	DATE	DISTRICT CONTACT	DATE
. Approved as to form:		LICITOR	

#### **DISTRICT CONTACT:**

Mrs. Irene Duggins

Assistant Superintendent for Curriculum and Instruction

East Stroudsburg Area School District

Carl T. Secor Administration Building

50 Vine Street

East Stroudsburg, PA 18301

570-424-8500 Ext. 1301

570-424-7834 (Fax)

#### East Stroudsburg Area School District

#### <u>Supplemental Educational Services Master Contract</u>

#### 2011-2012

#### **AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

#### 1. MASTER CONTRACT

This Supplemental Educational Services ("SES") Master Contract (hereafter referred to as the "Contract") is made as of September 20, 2011 by and between THE EAST STROUDSBURG AREA SCHOOL DISTRICT (hereafter referred to as "ESASD") located at 50 Vine Street, East Stroudsburg, PA 18301, and College Nannies and Tutors (hereafter referred to as the "Contractor") located at P.O. Box 1196, East Stroudsburg, PA 18301

WHEREAS, the ESASD requires certain professional services to assist in accomplishing the Supplemental Educational Services instructional mandates of the Elementary and Secondary Education No Child Left Behind Act of 2001 (hereafter referred to as "the Act") and

WHEREAS, Section 1116(e) of the law entitled "Supplemental Educational Services" mandates the provision of tutoring and other supplemental academic enrichment services that are (a) in addition to instruction provided during the school day, (b) of high quality and research based, and (c) specifically designed to increase the academic achievement of eligible students as measured by the academic assessments required under Section 1111 of the Act, and enable eligible students to attain proficiency in meeting the Commonwealth of Pennsylvania's academic achievement standards for students eligible under Title I; and

WHEREAS, Section 1116(e) of the Act mandates that the ESASD contract with one or more providers selected by Parent(s) to procure Supplemental Educational Services for eligible students; and

WHEREAS, the Commonwealth of Pennsylvania Department of Education, acting pursuant to its mandate under Section 1116(e) of the Act, has approved the Contractor to provide Supplemental Educational Services to meet the requirements of Section 1116(e) of the Act; and

WHEREAS, upon acceptance of an ESASD student, Contractor shall submit, to the ESASD an Individual Learning Plan (hereinafter referred to as "ILP") as specified by the ESASD for each student served by the Contractor. This form shall acknowledge Contractor's intent to provide all services specified in the student's ILP. The ILP shall be executed within (10) days of receipt of an ESASD student's enrollment or at a time agreed to by the Contractor and the ESASD; and

WHEREAS, the ESASD and Contractor shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA") that generally describes Contractor's program; and

Now, therefore, in consideration of the mutual promises contained herein, this	the District
intending to be legally bound, agrees as follows:	

#### 2. RESOLUTION

The School Board resolution authorizing this Contract was approved on\_\_\_\_\_\_

#### 3. TERM OF MASTER CONTRACT

The term of the contract shall begin on the date of signing and end on May 30, 2012 (the "Term"), unless terminated sooner by the ESASD, as provided in this Contract.

#### 4. COMPENSATION

As compensation for the satisfactory performance of the work actually delivered under this Contract to each eligible student, the ESASD shall pay the Contractor for services actually rendered at a rate per student not to exceed one thousand one hundred and fifty-seven dollars and seven cents (\$1,157.07) for each student who actually attends the program; payable from Title I Account # 10-1100-300-440-16-00-92. This amount is the State determined figure released in August 2011.

#### 5. INTEGRATION

This master contract and all attachments and amendments thereto including, the Individual Learning Plan (hereafter referred to as the "ILP") and the Individual Student Agreement (hereafter referred to as the "ISA") constitute the entire agreement between the ESASD and the Contractor. This agreement supersedes any prior written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, this Contract shall be modified and/or amended as necessary to conform to federal and state laws and regulations.

# 6. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this agreement, the Contractor shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations as required by law in connection with the furnishing of services pursuant to this agreement.

### **ADMINISTRATION OF MASTER CONTRACT**

#### 7. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed, e-mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

Notices mailed to the ESASD shall be addressed to:

Notices to Contractor shall be addressed to:

East Stroudsburg Area School District

College Nannies and Tutors

Irene Duggins, Assistant Superintendent for

P.O. Box 1196

Curriculum and Instruction

East Stroudsburg, PA 18301

Carl T. Secor Administration Building

50 Vine Street

East Stroudsburg, PA 18301

# 8. MAINTENANCE OF RECORDS/CONFIDENTIALITY

- 8.1 Contractor Records. The Contractor shall provide access to all records or reports, or other matters relating to this agreement, upon request by the ESASD. The Contractor shall maintain fiscal records for five (5) years and shall keep them available for audit.
- 8.2 **Student Records.** All student records shall be kept in a secure location preventing access by unauthorized individuals.
- 8.3 Confidentiality. The Contractor will <u>not</u> publicly disclose the identity of the student or any student without written permission from the parent/guardian of record.

8.4 Data. All data provided by the ESASD is considered to be confidential under this Agreement as well as under the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability Protection Act (HIPPA), and appropriate regulations of the Pennsylvania Department of Education relating to the confidentiality of student records.

#### 9. TERMINATION

- 9.1 This SES Master Contract may be terminated by the ESASD at any time. Possible reasons would include but are not limited to: transfer of student to a non-public school or a school that is not eligible for Supplemental Educational Services, failure of student to attend the tutoring sessions, public disclosure of the identity of any student who is eligible for, or receiving supplemental educational services, without the written consent of the parents/legal guardians of the student, by the Contractor, non-performance of work by the Contractor, failure of Contractor to complete and turn in all mandatory paperwork, including, ILP, ISA and Progress Reports or failure of Contractors to adhere to Federal and State guidelines related to these services.
- 9.2 The Contractor shall not be entitled to anticipatory or lost profits, or consequential damages as a result of any termination under this section. The rights and remedies of the ESASD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

#### 10. INSURANCE

The Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, Comprehensive General Liability Insurance for personal injury and property damage with a \$250,000 coverage for each occurrence and \$500,000 aggregate coverage for personal injury and property damage and shall furnish the District with a Certificate of General Liability Insurance listing the District as an additional insured on the policy before services begin.

#### 11. INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall indemnify and hold harmless the ESASD and its representatives against any and all claims, demands, suits, and judgments for sums of money to any part for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the Contractor, its agents or employees while engaged upon or in connection with the services required or performed by the Contractor hereunder.

#### 12. RELATIONSHIP TO THE SCHOOL DISTRICT

- 12.1 The Contractor acknowledges that its relationship to the ESASD is that of an independent contractor and that no employer-employee relationship is created by virtue of this agreement.
- 12.2 The Provider acknowledges and agrees that the responsibility for payment of taxes, employees' salaries/contracts, or other expenses of the Provider shall be said Provider's obligation.
- 12.3 The Provider will not receive reimbursement for travel expenses.

#### **EDUCATIONAL PROGRAM**

#### 13. APPROPRIATE EDUCATIONAL SERVICES

Unless otherwise agreed to between Contractor and the ESASD, Contractor shall be responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for ESASD students, as specified in the student's ILP and the ISA. Contractor shall make no charge of any kind to parents or students for Supplemental Educational Services as specified in the student's SLP.

#### 14. INSTRUCTIONAL PROGRAM

- 14.1 Provider will implement an individualized instruction program as documented in the ILP Goals and Objectives for each student receiving SES.
- 14.2 Service will be provided on the dates, times and location noted in the ISA document for each student receiving SES.
- 14.3 Tutor to student ratio will not exceed the State mandated maximum ratio cap of 1:10 during the school year and 1:15 during the summer as documented in the ILP Goals and Objectives.

#### 15. CLEARANCES

Contractor or any of its employees who come in direct contact with children during the discharge of responsibilities under this contract must obtain, at Contractor's own expense, clearance under Act 33 and Act 34 of 1985 as specifically set forth in 24 P.S. §1-111(a), as amended as well as FBI clearance. The results must be submitted to Contractor's ESASD contact person before performing any services under this contract.

#### 16. INVOICES

The Provider shall submit timely invoices to the ESASD monthly. The invoice shall consist of a summary sheet which lists all students' names, schools they attend, total hours for that particular month, the total dollar amount due per student as well as a grand total for all students. Attached to the summary sheet must be an Attendance and Payment Record, a progress report for each student and sign-in sheets for the month. No payment shall be due before receipt of a properly prepared invoice. The invoice shall be submitted on or before the fifth (5<sup>th</sup>) business day of a calendar month. The ESASD will not process invoices submitted after the fifth (5<sup>th</sup>) business day until the following calendar month.

### 17. INDIVIDUAL LEARNING PLAN (ILP)

- 17.1 This Master Contract shall include an ILP developed for each ESASD student to whom Contractor is to provide Supplemental Educational Services. An ILP shall be written only for students enrolled with the approval of the ESASD. The ILP shall consist of achievement goals and objectives that will based on an evaluation of the student's academic achievement, with consideration given specifically to State mandated tests, ESASD tests, grades and recommendations from the students teacher/s.
- 17.2 The Contractor shall make no changes to any student's ILP Goals and Objectives without the written consent of the student's parent/guardian and ESASD.

#### 18. INDIVIDUAL STUDENT AGREEMENT (ISA)

This Master Contract shall include an ISA for each ESASD student to whom Contractor is to provide Supplemental Educational Services. An ISA shall only be completed for students enrolled with the approval of the ESASD. The ISA details the purpose of SES, as well as information on where and what time services are to take place, who is responsible for transportation, hourly rate charged by the Contractor, tutor to student ratio and assurances for the Contractor, the ESASD, the parent/guardian and the student.

#### 19. MEASUREMENT OF STUDENT PROGRESS/ASSESSMENTS

- 19.1 Student's progress will be measured by the ESASD, at the beginning of the school year, mid-year and at the end of the school year utilizing the NWEA Measures of Academic Progress.
- 19.2 The Contractor will inform the parent/guardian and the ESASD about the student's progress monthly and upon completion of services by completing and distributing to the aforementioned parties, a copy of the progress report.

#### 20. SERVICES

All services given by the Contractor under this contract shall be secular, neutral and non-ideological in instruction and content.

#### 21. SCHOOL DISTRICT STUDENT CHANGE OF ENROLLMENT

If the ESASD student's change of enrollment is to a school outside of the ESASD service boundaries or a school whose students are not eligible for Supplemental Educational Services under the No Child Left Behind Act, the ESASD shall not be responsible for the costs of services delivered after the ESASD student's change of enrollment.

#### 22. WITHDRAWAL OF SCHOOL DISTRICT STUDENT FROM PROGRAM

Contractor shall immediately report, by telephone, to the ESASD when an ESASD student is withdrawn by parent from services. Contractor will confirm such telephone call in writing.

#### 23. MONITORING

The Contractor shall allow access to its facilities for periodic monitoring of each student's instructional program by the ESASD. ESASD representatives shall have access to observe each student at work, observe the instructional setting, interview the Contractor, and review each student's progress.

# SIGNATURES CERTIFY THAT WE HAVE READ, UNDERSTOOD AND AGREE WITH THESE SUPPLEMENTAL EDUCATIONAL SERVICES MASTER CONTRACT

	·	Chalene hils	9/10/
ESASD BOARD PRESIDENT	DATE	PROVIDER CONTACT	DATE
	·		<u></u>
DISTRICT CONTACT	DATE	DISTRICT CONTACT	DATE
Approved as to form:			
	SOL	LICITOR	

#### **DISTRICT CONTACT:**

Mrs. Irene Duggins

Assistant Superintendent for Curriculum and Instruction

East Stroudsburg Area School District

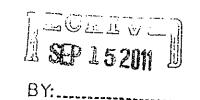
Carl T. Secor Administration Building

50 Vine Street

East Stroudsburg, PA 18301

570-424-8500 Ext. 1301

570-424-7834 (Fax)



### **East Stroudsburg Area School District**

# Supplemental Educational Services Master Contract

#### 2011-2012

#### **AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

#### 1. MASTER CONTRACT

This Supplemental Educational Services ("SES") Master Contract (hereafter referred to as the "Contract") is made as of September 20, 2011 by and between THE EAST STROUDSBURG AREA SCHOOL DISTRICT (hereafter referred to as "ESASD") located at 50 Vine Street, East Stroudsburg, PA 18301, and Colosseum, Inc. dba/Club Z In-Home Tutoring (hereafter referred to as the "Contractor") located at 3614 ½ Winfield Ave., Moosic, PA 18507.

WHEREAS, the ESASD requires certain professional services to assist in accomplishing the Supplemental Educational Services instructional mandates of the Elementary and Secondary Education No Child Left Behind Act of 2001 (hereafter referred to as "the Act") and

WHEREAS, Section 1116(e) of the law entitled "Supplemental Educational Services" mandates the provision of tutoring and other supplemental academic enrichment services that are (a) in addition to instruction provided during the school day, (b) of high quality and research based, and (c) specifically designed to increase the academic achievement of eligible students as measured by the academic assessments required under Section 1111 of the Act, and enable eligible students to attain proficiency in meeting the Commonwealth of Pennsylvania's academic achievement standards for students eligible under Title I; and

WHEREAS, Section 1116(e) of the Act mandates that the ESASD contract with one or more providers selected by Parent(s) to procure Supplemental Educational Services for eligible students; and

WHEREAS, the Commonwealth of Pennsylvania Department of Education, acting pursuant to its mandate under Section 1116(e) of the Act, has approved the Contractor to provide Supplemental Educational Services to meet the requirements of Section 1116(e) of the Act; and

WHEREAS, upon acceptance of an ESASD student, Contractor shall submit, to the ESASD an Individual Learning Plan (hereinafter referred to as "ILP") as specified by the ESASD for each student served by the Contractor. This form shall acknowledge Contractor's intent to provide all services specified in the student's ILP. The ILP shall be executed within (10) days of receipt of an ESASD student's enrollment or at a time agreed to by the Contractor and the ESASD; and

WHEREAS, the ESASD and Contractor shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA") that generally describes Contractor's program; and

Now, therefore, in consideration of the mutual promises contained herein, this	the Distric
intending to be legally bound, agrees as follows:	

#### 2. RESOLUTION

The School Board resolution authorizing this Contract was approved on

#### 3. TERM OF MASTER CONTRACT

The term of the contract shall begin on the date of signing and end on May 30, 2012 (the "Term"), unless terminated sooner by the ESASD, as provided in this Contract.

#### 4. COMPENSATION

As compensation for the satisfactory performance of the work actually delivered under this Contract to each eligible student, the ESASD shall pay the Contractor for services actually rendered at a rate per student not to exceed one thousand one hundred and fifty-seven dollars and seven cents (\$1,157.07) for each student who actually attends the program; payable from Title I Account # 10-1100-300-440-16-00-92. This amount is the State determined figure released in August 2011.

#### 5. INTEGRATION

This master contract and all attachments and amendments thereto including, the Individual Learning Plan (hereafter referred to as the "ILP") and the Individual Student Agreement (hereafter referred to as the "ISA") constitute the entire agreement between the ESASD and the Contractor. This agreement supersedes any prior written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, this Contract shall be modified and/or amended as necessary to conform to federal and state laws and regulations.

# 6. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this agreement, the Contractor shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations as required by law in connection with the furnishing of services pursuant to this agreement.

#### ADMINISTRATION OF MASTER CONTRACT

#### 7. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed, e-mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

Notices mailed to the ESASD shall be addressed to:

Notices to Contractor shall be addressed to:

East Stroudsburg Area School District

Colosseum, inc. dba/Club Z

Irene Duggins, Assistant Superintendent for

In-Home Tutoring

Curriculum and Instruction

3614 1/2 Winfield Ave.

Carl T. Secor Administration Building

Moosic, PA 18507

50 Vine Street

East Stroudsburg, PA 18301

## 8. MAINTENANCE OF RECORDS/CONFIDENTIALITY

- 8.1 Contractor Records. The Contractor shall provide access to all records or reports, or other matters relating to this agreement, upon request by the ESASD. The Contractor shall maintain fiscal records for five (5) years and shall keep them available for audit.
- 8.2 **Student Records.** All student records shall be kept in a secure location preventing access by unauthorized individuals.
- 8.3 **Confidentiality.** The Contractor will <u>not</u> publicly disclose the identity of the student or any student without written permission from the parent/guardian of record.

8.4 Data. All data provided by the ESASD is considered to be confidential under this Agreement as well as under the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability Protection Act (HIPPA), and appropriate regulations of the Pennsylvania Department of Education relating to the confidentiality of student records.

#### 9. TERMINATION

- 9.1 This SES Master Contract may be terminated by the ESASD at any time. Possible reasons would include but are not limited to: transfer of student to a non-public school or a school that is not eligible for Supplemental Educational Services, failure of student to attend the tutoring sessions, public disclosure of the identity of any student who is eligible for, or receiving supplemental educational services, without the written consent of the parents/legal guardians of the student, by the Contractor, non-performance of work by the Contractor, failure of Contractor to complete and turn in all mandatory paperwork, including, ILP, ISA and Progress Reports or failure of Contractors to adhere to Federal and State guidelines related to these services.
- 9.2 The Contractor shall not be entitled to anticipatory or lost profits, or consequential damages as a result of any termination under this section. The rights and remedies of the ESASD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

#### 10. INSURANCE

The Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, Comprehensive General Liability Insurance for personal injury and property damage with a \$250,000 coverage for each occurrence and \$500,000 aggregate coverage for personal injury and property damage and shall furnish the District with a Certificate of General Liability Insurance listing the District as an additional insured on the policy before services begin.

#### 11. INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall indemnify and hold harmless the ESASD and its representatives against any and all claims, demands, suits, and judgments for sums of money to any part for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the Contractor, its agents or employees while engaged upon or in connection with the services required or performed by the Contractor hereunder.

#### 12. RELATIONSHIP TO THE SCHOOL DISTRICT

- 12.1 The Contractor acknowledges that its relationship to the ESASD is that of an independent contractor and that no employer-employee relationship is created by virtue of this agreement.
- 12.2 The Provider acknowledges and agrees that the responsibility for payment of taxes, employees' salaries/contracts, or other expenses of the Provider shall be said Provider's obligation.
- 12.3 The Provider will not receive reimbursement for travel expenses.

#### **EDUCATIONAL PROGRAM**

#### 13. APPROPRIATE EDUCATIONAL SERVICES

Unless otherwise agreed to between Contractor and the ESASD, Contractor shall be responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for ESASD students, as specified in the student's ILP and the ISA. Contractor shall make no charge of any kind to parents or students for Supplemental Educational Services as specified in the student's SLP.

#### 14. INSTRUCTIONAL PROGRAM

- 14.1 Provider will implement an individualized instruction program as documented in the ILP Goals and Objectives for each student receiving SES.
- 14.2 Service will be provided on the dates, times and location noted in the ISA document for each student receiving SES.
- 14.3 Tutor to student ratio will not exceed the State mandated maximum ratio cap of 1:10 during the school year and 1:15 during the summer as documented in the ILP Goals and Objectives.

#### 15. CLEARANCES

Contractor or any of its employees who come in direct contact with children during the discharge of responsibilities under this contract must obtain, at Contractor's own expense, clearance under Act 33 and Act 34 of 1985 as specifically set forth in 24 P.S. §1-111(a), as amended as well as FBI clearance. The results must be submitted to Contractor's ESASD contact person before performing any services under this contract.

#### 16. INVOICES

The Provider shall submit timely invoices to the ESASD monthly. The invoice shall consist of a summary sheet which lists all students' names, schools they attend, total hours for that particular month, the total dollar amount due per student as well as a grand total for all students. Attached to the summary sheet must be an Attendance and Payment Record, a progress report for each student and sign-in sheets for the month. No payment shall be due before receipt of a properly prepared invoice. The invoice shall be submitted on or before the fifth (5<sup>th</sup>) business day of a calendar month. The ESASD will not process invoices submitted after the fifth (5<sup>th</sup>) business day until the following calendar month.

#### 17. INDIVIDUAL LEARNING PLAN (ILP)

- 17.1 This Master Contract shall include an ILP developed for each ESASD student to whom Contractor is to provide Supplemental Educational Services. An ILP shall be written only for students enrolled with the approval of the ESASD. The ILP shall consist of achievement goals and objectives that will based on an evaluation of the student's academic achievement, with consideration given specifically to State mandated tests, ESASD tests, grades and recommendations from the students teacher/s.
- 17.2 The Contractor shall make no changes to any student's ILP Goals and Objectives without the written consent of the student's parent/guardian and ESASD.

#### 18. INDIVIDUAL STUDENT AGREEMENT (ISA)

18.1 This Master Contract shall include an ISA for each ESASD student to whom Contractor is to provide Supplemental Educational Services. An ISA shall only be completed for students enrolled with the approval of the ESASD. The ISA details the purpose of SES, as well as information on where and what time services are to take place, who is responsible for transportation, hourly rate charged by the Contractor, tutor to student ratio and assurances for the Contractor, the ESASD, the parent/guardian and the student.

#### 19. MEASUREMENT OF STUDENT PROGRESS/ASSESSMENTS

- 19.1 Student's progress will be measured by the ESASD, at the beginning of the school year, mid-year and at the end of the school year utilizing the NWEA Measures of Academic Progress.
- 19.2 The Contractor will inform the parent/guardian and the ESASD about the student's progress monthly and upon completion of services by completing and distributing to the aforementioned parties, a copy of the progress report.

#### 20. SERVICES

All services given by the Contractor under this contract shall be secular, neutral and non-ideological in instruction and content.

#### 21. SCHOOL DISTRICT STUDENT CHANGE OF ENROLLMENT

If the ESASD student's change of enrollment is to a school outside of the ESASD service boundaries or a school whose students are not eligible for Supplemental Educational Services under the No Child Left Behind Act, the ESASD shall not be responsible for the costs of services delivered after the ESASD student's change of enrollment.

#### 22. WITHDRAWAL OF SCHOOL DISTRICT STUDENT FROM PROGRAM

Contractor shall immediately report, by telephone, to the ESASD when an ESASD student is withdrawn by parent from services. Contractor will confirm such telephone call in writing.

#### 23. MONITORING

The Contractor shall allow access to its facilities for periodic monitoring of each student's instructional program by the ESASD. ESASD representatives shall have access to observe each student at work, observe the instructional setting, interview the Contractor, and review each student's progress.

# SIGNATURES CERTIFY THAT WE HAVE READ, UNDERSTOOD AND AGREE WITH THESE SUPPLEMENTAL EDUCATIONAL SERVICES MASTER CONTRACT

		annette Chill	ni 9-11-11
ESASD BOARD PRESIDENT	DATE	PROVIDER CONTACT	DATE
DISTRICT CONTACT	DATE	DISTRICT CONTACT	DATE
Approved as to form:	so	LICITOR	

#### **DISTRICT CONTACT:**

Mrs. Irene Duggins

Assistant Superintendent for Curriculum and Instruction

East Stroudsburg Area School District

Carl T. Secor Administration Building

50 Vine Street

East Stroudsburg, PA 18301

570-424-8500 Ext. 1301

570-424-7834 (Fax)



#### East Stroudsburg Area School District

# Supplemental Educational Services Master Contract

#### 2011-2012

## **AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

#### 1. MASTER CONTRACT

This Supplemental Educational Services ("SES") Master Contract (hereafter referred to as the "Contract") is made as of September 20, 2011 by and between THE EAST STROUDSBURG AREA SCHOOL DISTRICT (hereafter referred to as "ESASD") located at 50 Vine Street, East Stroudsburg, PA 18301, and Sylvan Learning Center of Monroe & Pike Counties (hereafter referred to as the "Contractor") located at Rt. 1, Suite 21, Bartonsville, PA 18323.

WHEREAS, the ESASD requires certain professional services to assist in accomplishing the Supplemental Educational Services instructional mandates of the Elementary and Secondary Education No Child Left Behind Act of 2001 (hereafter referred to as "the Act") and

WHEREAS, Section 1116(e) of the law entitled "Supplemental Educational Services" mandates the provision of tutoring and other supplemental academic enrichment services that are (a) in addition to instruction provided during the school day, (b) of high quality and research based, and (c) specifically designed to increase the academic achievement of eligible students as measured by the academic assessments required under Section 1111 of the Act, and enable eligible students to attain proficiency in meeting the Commonwealth of Pennsylvania's academic achievement standards for students eligible under Title I; and

WHEREAS, Section 1116(e) of the Act mandates that the ESASD contract with one or more providers selected by Parent(s) to procure Supplemental Educational Services for eligible students; and

WHEREAS, the Commonwealth of Pennsylvania Department of Education, acting pursuant to its mandate under Section 1116(e) of the Act, has approved the Contractor to provide Supplemental Educational Services to meet the requirements of Section 1116(e) of the Act; and

WHEREAS, upon acceptance of an ESASD student, Contractor shall submit, to the ESASD an Individual Learning Plan (hereinafter referred to as "ILP") as specified by the ESASD for each student served by the Contractor. This form shall acknowledge Contractor's intent to provide all services specified in the student's ILP. The ILP shall be executed within (10) days of receipt of an ESASD student's enrollment or at a time agreed to by the Contractor and the ESASD; and

WHEREAS, the ESASD and Contractor shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA") that generally describes Contractor's program; and

Now, therefore, in consideration of the mutual promises contained herein, this	1	he District
ntending to be legally bound, agrees as follows:		

#### 2. RESOLUTION

The School Board resolution authorizing this Contract was approved on\_\_\_\_\_\_.

#### 3. TERM OF MASTER CONTRACT

The term of the contract shall begin on the date of signing and end on May 30, 2012 (the "Term"), unless terminated sooner by the ESASD, as provided in this Contract.

#### 4. COMPENSATION

As compensation for the satisfactory performance of the work actually delivered under this Contract to each eligible student, the ESASD shall pay the Contractor for services actually rendered at a rate per student not to exceed one thousand one hundred and fifty-seven dollars and seven cents (\$1,157.07) for each student who actually attends the program; payable from Title I Account # 10-1100-300-440-16-00-92. This amount is the State determined figure released in August 2011.

#### 5. INTEGRATION

This master contract and all attachments and amendments thereto including, the Individual Learning Plan (hereafter referred to as the "ILP") and the Individual Student Agreement (hereafter referred to as the "ISA") constitute the entire agreement between the ESASD and the Contractor. This agreement supersedes any prior written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, this Contract shall be modified and/or amended as necessary to conform to federal and state laws and regulations.

#### 6. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this agreement, the Contractor shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations as required by law in connection with the furnishing of services pursuant to this agreement.

#### ADMINISTRATION OF MASTER CONTRACT

#### 7. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed, e-mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

Notices mailed to the ESASD shall be addressed to:

Notices to Contractor shall be addressed to:

East Stroudsburg Area School District

Sylvan Learning Center of Monroe & Pike

Irene Duggins, Assistant Superintendent for

Counties

Curriculum and Instruction

Rt. 1, Suite 21

Carl T. Secor Administration Building

Bartonsville, PA 18323

50 Vine Street

East Stroudsburg, PA 18301

#### 8. MAINTENANCE OF RECORDS/CONFIDENTIALITY

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#### 9. TERMINATION

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#### 10. INSURANCE

The Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, Comprehensive General Liability Insurance for personal injury and property damage with a \$250,000 coverage for each occurrence and \$500,000 aggregate coverage for personal injury and property damage and shall furnish the District with a Certificate of General Liability Insurance listing the District as an additional insured on the policy before services begin.

#### 11. INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall indemnify and hold harmless the ESASD and its representatives against any and all claims, demands, suits, and judgments for sums of money to any part for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the Contractor, its agents or employees while engaged upon or in connection with the services required or performed by the Contractor hereunder.

#### 12. RELATIONSHIP TO THE SCHOOL DISTRICT

- 12.1 The Contractor acknowledges that its relationship to the ESASD is that of an independent contractor and that no employer-employee relationship is created by virtue of this agreement.
- 12.2 The Provider acknowledges and agrees that the responsibility for payment of taxes, employees' salaries/contracts, or other expenses of the Provider shall be said Provider's obligation.
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#### **EDUCATIONAL PROGRAM**

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- 17.1 This Master Contract shall include an ILP developed for each ESASD student to whom Contractor is to provide Supplemental Educational Services. An ILP shall be written only for students enrolled with the approval of the ESASD. The ILP shall consist of achievement goals and objectives that will based on an evaluation of the student's academic achievement, with consideration given specifically to State mandated tests, ESASD tests, grades and recommendations from the students teacher/s.
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#### 20. SERVICES

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## 21. SCHOOL DISTRICT STUDENT CHANGE OF ENROLLMENT

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## 22. WITHDRAWAL OF SCHOOL DISTRICT STUDENT FROM PROGRAM

Contractor shall immediately report, by telephone, to the ESASD when an ESASD student is withdrawn by parent from services. Contractor will confirm such telephone call in writing.

## 23. MONITORING

The Contractor shall allow access to its facilities for periodic monitoring of each student's instructional program by the ESASD. ESASD representatives shall have access to observe each student at work, observe the instructional setting, interview the Contractor, and review each student's progress.

SIGNATURES CERTIFY THAT WE HAVE READ, UNDERSTOOD AND AGREE WITH THESE SUPPLEMENTAL EDUCATIONAL SERVICES MASTER CONTRACT

		Joseph Mund	ra 9/08/11
ESASD BOARD PRESIDENT	DATE	PROVIDER CONTACT	DATE
DISTRICT CONTACT	DATE	DISTRICT CONTACT	DATE
Approved as to form:	s	OLICITOR	

## **DISTRICT CONTACT:**

Mrs. Irene Duggins

Assistant Superintendent for Curriculum and Instruction

East Stroudsburg Area School District

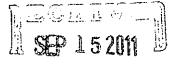
Carl T. Secor Administration Building

50 Vine Street

East Stroudsburg, PA 18301

570-424-8500 Ext. 1301

570-424-7834 (Fax)



## East Stroudsburg Area School District

## <u>Supplemental Educational Services Master Contract</u>

## 2011-2012

## **AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

## 1. MASTER CONTRACT

This Supplemental Educational Services ("SES") Master Contract (hereafter referred to as the "Contract") is made as of September 20, 2011 by and between THE EAST STROUDSBURG AREA SCHOOL DISTRICT (hereafter referred to as "ESASD") located at 50 Vine Street, East Stroudsburg, PA 18301, and The Learning Lamp (hereafter referred to as the "Contractor") located at 108 College Park, Johnstown, PA 15904.

WHEREAS, the ESASD requires certain professional services to assist in accomplishing the Supplemental Educational Services instructional mandates of the Elementary and Secondary Education No Child Left Behind Act of 2001 (hereafter referred to as "the Act") and

WHEREAS, Section 1116(e) of the law entitled "Supplemental Educational Services" mandates the provision of tutoring and other supplemental academic enrichment services that are (a) in addition to instruction provided during the school day, (b) of high quality and research based, and (c) specifically designed to increase the academic achievement of eligible students as measured by the academic assessments required under Section 1111 of the Act, and enable eligible students to attain proficiency in meeting the Commonwealth of Pennsylvania's academic achievement standards for students eligible under Title I; and

WHEREAS, Section 1116(e) of the Act mandates that the ESASD contract with one or more providers selected by Parent(s) to procure Supplemental Educational Services for eligible students; and

WHEREAS, the Commonwealth of Pennsylvania Department of Education, acting pursuant to its mandate under Section 1116(e) of the Act, has approved the Contractor to provide Supplemental Educational Services to meet the requirements of Section 1116(e) of the Act; and

WHEREAS, upon acceptance of an ESASD student, Contractor shall submit, to the ESASD an Individual Learning Plan (hereinafter referred to as "ILP") as specified by the ESASD for each student served by the Contractor. This form shall acknowledge Contractor's intent to provide all services specified in the student's ILP. The ILP shall be executed within (10) days of receipt of an ESASD student's enrollment or at a time agreed to by the Contractor and the ESASD; and

WHEREAS, the ESASD and Contractor shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA") that generally describes Contractor's program; and

Now, therefore, in consideration of the mutual promises contained herein, this <u>Sept. 13</u> (a) the District, intending to be legally bound, agrees as follows:

#### 2. RESOLUTION

The School Board resolution authorizing this Contract was approved on\_\_\_\_\_

#### 3. TERM OF MASTER CONTRACT

The term of the contract shall begin on the date of signing and end on May 30, 2012 (the "Term"), unless terminated sooner by the ESASD, as provided in this Contract.

## 4. COMPENSATION

As compensation for the satisfactory performance of the work actually delivered under this Contract to each eligible student, the ESASD shall pay the Contractor for services actually rendered at a rate per student not to exceed one thousand one hundred and fifty-seven dollars and seven cents (\$1,157.07) for each student who actually attends the program; payable from Title I Account # 10-1100-300-440-16-00-92. This amount is the State determined figure released in August 2011.

#### 5. INTEGRATION

This master contract and all attachments and amendments thereto including, the Individual Learning Plan (hereafter referred to as the "ILP") and the Individual Student Agreement (hereafter referred to as the "ISA") constitute the entire agreement between the ESASD and the Contractor. This agreement supersedes any prior written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, this Contract shall be modified and/or amended as necessary to conform to federal and state laws and regulations.

## 6. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this agreement, the Contractor shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations as required by law in connection with the furnishing of services pursuant to this agreement.

## ADMINISTRATION OF MASTER CONTRACT

#### 7. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed, e-mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

Notices mailed to the ESASD shall be addressed to:

Notices to Contractor shall be addressed to:

East Stroudsburg Area School District

The Learning Lamp

Irene Duggins, Assistant Superintendent for

108 College Park

Curriculum and Instruction

Johnstown, PA 15904

Carl T. Secor Administration Building

50 Vine Street

East Stroudsburg, PA 18301

## 8. MAINTENANCE OF RECORDS/CONFIDENTIALITY

- 8.1 Contractor Records. The Contractor shall provide access to all records or reports, or other matters relating to this agreement, upon request by the ESASD. The Contractor shall maintain fiscal records for five (5) years and shall keep them available for audit.
- 8.2 Student Records. All student records shall be kept in a secure location preventing access by unauthorized individuals.
- 8.3 **Confidentiality.** The Contractor will <u>not</u> publicly disclose the identity of the student or any student without written permission from the parent/guardian of record.

8.4 Data. All data provided by the ESASD is considered to be confidential under this Agreement as well as under the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability Protection Act (HIPPA), and appropriate regulations of the Pennsylvania Department of Education relating to the confidentiality of student records.

#### 9. TERMINATION

- 9.1 This SES Master Contract may be terminated by the ESASD at any time. Possible reasons would include but are not limited to: transfer of student to a non-public school or a school that is not eligible for Supplemental Educational Services, failure of student to attend the tutoring sessions, public disclosure of the identity of any student who is eligible for, or receiving supplemental educational services, without the written consent of the parents/legal guardians of the student, by the Contractor, non-performance of work by the Contractor, failure of Contractor to complete and turn in all mandatory paperwork, including, ILP, ISA and Progress Reports or failure of Contractors to adhere to Federal and State guidelines related to these services.
- 9.2 The Contractor shall not be entitled to anticipatory or lost profits, or consequential damages as a result of any termination under this section. The rights and remedies of the ESASD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

## 10. INSURANCE

The Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, Comprehensive General Liability Insurance for personal injury and property damage with a \$250,000 coverage for each occurrence and \$500,000 aggregate coverage for personal injury and property damage and shall furnish the District with a Certificate of General Liability Insurance listing the District as an additional insured on the policy before services begin.

## 11. INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall indemnify and hold harmless the ESASD and its representatives against any and all claims, demands, suits, and judgments for sums of money to any part for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the Contractor, its agents or employees while engaged upon or in connection with the services required or performed by the Contractor hereunder.

## 12. RELATIONSHIP TO THE SCHOOL DISTRICT

- 12.1 The Contractor acknowledges that its relationship to the ESASD is that of an independent contractor and that no employer-employee relationship is created by virtue of this agreement.
- 12.2 The Provider acknowledges and agrees that the responsibility for payment of taxes, employees' salaries/contracts, or other expenses of the Provider shall be said Provider's obligation.
- 12.3 The Provider will not receive reimbursement for travel expenses.

#### **EDUCATIONAL PROGRAM**

## 13. APPROPRIATE EDUCATIONAL SERVICES

Unless otherwise agreed to between Contractor and the ESASD, Contractor shall be responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for ESASD students, as specified in the student's ILP and the ISA. Contractor shall make no charge of any kind to parents or students for Supplemental Educational Services as specified in the student's SLP.

## 14. INSTRUCTIONAL PROGRAM

- 14.1 Provider will implement an individualized instruction program as documented in the ILP Goals and Objectives for each student receiving SES.
- 14.2 Service will be provided on the dates, times and location noted in the ISA document for each student receiving SES.
- 14.3 Tutor to student ratio will not exceed the State mandated maximum ratio cap of 1:10 during the school year and 1:15 during the summer as documented in the ILP Goals and Objectives.

## 15. CLEARANCES

Contractor or any of its employees who come in direct contact with children during the discharge of responsibilities under this contract must obtain, at Contractor's own expense, clearance under Act 33 and Act 34 of 1985 as specifically set forth in 24 P.S. §1-111(a), as amended as well as FBI clearance. The results must be submitted to Contractor's ESASD contact person before performing any services under this contract.

## 16. INVOICES

The Provider shall submit timely invoices to the ESASD monthly. The invoice shall consist of a summary sheet which lists all students' names, schools they attend, total hours for that particular month, the total dollar amount due per student as well as a grand total for all students. Attached to the summary sheet must be an Attendance and Payment Record, a progress report for each student and sign-in sheets for the month. No payment shall be due before receipt of a properly prepared invoice. The invoice shall be submitted on or before the fifth (5<sup>th</sup>) business day of a calendar month. The ESASD will not process invoices submitted after the fifth (5<sup>th</sup>) business day until the following calendar month.

## 17. INDIVIDUAL LEARNING PLAN (ILP)

- 17.1 This Master Contract shall include an ILP developed for each ESASD student to whom Contractor is to provide Supplemental Educational Services. An ILP shall be written only for students enrolled with the approval of the ESASD. The ILP shall consist of achievement goals and objectives that will based on an evaluation of the student's academic achievement, with consideration given specifically to State mandated tests, ESASD tests, grades and recommendations from the students teacher/s.
- 17.2 The Contractor shall make no changes to any student's !LP Goals and Objectives without the written consent of the student's parent/guardian and ESASD.

## 18. INDIVIDUAL STUDENT AGREEMENT (ISA)

This Master Contract shall include an ISA for each ESASD student to whom Contractor is to provide Supplemental Educational Services. An ISA shall only be completed for students enrolled with the approval of the ESASD. The ISA details the purpose of SES, as well as information on where and what time services are to take place, who is responsible for transportation, hourly rate charged by the Contractor, tutor to student ratio and assurances for the Contractor, the ESASD, the parent/guardian and the student.

## 19. MEASUREMENT OF STUDENT PROGRESS/ASSESSMENTS

- 19.1 Student's progress will be measured by the ESASD, at the beginning of the school year, mid-year and at the end of the school year utilizing the NWEA Measures of Academic Progress.
- 19.2 The Contractor will inform the parent/guardian and the ESASD about the student's progress monthly and upon completion of services by completing and distributing to the aforementioned parties, a copy of the progress report.

#### 20. SERVICES

All services given by the Contractor under this contract shall be secular, neutral and non-ideological in instruction and content.

## 21. SCHOOL DISTRICT STUDENT CHANGE OF ENROLLMENT

If the ESASD student's change of enrollment is to a school outside of the ESASD service boundaries or a school whose students are not eligible for Supplemental Educational Services under the No Child Left Behind Act, the ESASD shall not be responsible for the costs of services delivered after the ESASD student's change of enrollment.

## 22. WITHDRAWAL OF SCHOOL DISTRICT STUDENT FROM PROGRAM

Contractor shall immediately report, by telephone, to the ESASD when an ESASD student is withdrawn by parent from services. Contractor will confirm such telephone call in writing.

## 23. MONITORING

The Contractor shall allow access to its facilities for periodic monitoring of each student's instructional program by the ESASD. ESASD representatives shall have access to observe each student at work, observe the instructional setting, interview the Contractor, and review each student's progress.

# SIGNATURES CERTIFY THAT WE HAVE READ, UNDERSTOOD AND AGREE WITH THESE SUPPLEMENTAL EDUCATIONAL SERVICES MASTER CONTRACT

ESASD BOARD PRESIDENT	DATE	PROVIDER CONTACT	<u>9/13/</u> / date
DISTRICT CONTACT	DATE	DISTRICT CONTACT	DATE
Approved as to form:	so		

## **DISTRICT CONTACT:**

Mrs. Irene Duggins

Assistant Superintendent for Curriculum and Instruction

East Stroudsburg Area School District

Carl T. Secor Administration Building

50 Vine Street

East Stroudsburg, PA 18301

570-424-8500 Ext. 1301

570-424-7834 (Fax)



## Change Order

<del></del>		
PROJECT (Name and address):	CHANGE ORDER NUMBER: G-62	OWNER:
A&A to ESASHS-South, Phase 2 Buildings and Site,	DATE: May 31, 2011	ARCHITECT:
School & Site Project		CONTRACTOR:
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 27-00-R.2.	FIELD: 🖂
Boro Developers, Inc. D.B.A. Boro	CONTRACT DATE: July 05, 2006	OTHER:
Construction 400 Febeley Drive King of Prussin, PA 19406	CONTRACT FOR: General Construction	Office, L
Adjust the Contract for previously issued C	5: Lamount attributable to previously executed Co change Orders that have subsequently been cove oril 22, 2011 letter, Change Order Log dated 05	ered by the Owner's Insurance
The original Contract Sum was The net change by previously authorized C The Contract Sum prior to this Change Ord The Contract Sum will be increased by this The new Contract Sum including this Chan	er was Change Order in the amount of	\$ 49,721,900.00 \$ 627,573.41* \$ 50,349,473.41* \$ 73,498.36 \$ 50,422.971.79*
The Contract Time will be unchanged by The date of Substantial Completion as of the	( 0 ) days. he date of this Change Order therefore is unchar	ngėd.
* Totals will be further adjusted in a later C and/or additional insurance covered Chang	Change Order to account for previously issued a c Orders.	nd subsequently voided, rejected,
have been authorized by Construction Char	changes in the Contract Sum, Contract Time on age Directive until the cost and time have been a executed to supersede the Construction Change	agreed upon by both the Owner and
NOT VALID UNTIL SIGNED BY THE ARC	HITECT, CONTRACTOR AND OWNER.	
The Architectural Studio.	Bero Developers, Inc. D.B.A. Boro Construction	East Stroudsburg Area School District
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
732 Tumer Street, Allentown, DAT 18102	400 Feheley Drive, King of Prussia, PA 19406	50 Vine Street East Stroudsburg, PA 18301
ADDRESS	ADDRESS	ADDRESS'
BY (Signature)	BY (Signature)	BY (Signature)
John R. Howard, AIA	BRUCE H SHAPIRO, COO	
(Typed name)	(Typed name)	(Typed name)
May 31, 2011	SEPTEMBER 12, 2011	
NATE	DATE	DATE

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(875909242)





## The Architectural Studio

732 turner street allentown, pa 18102-4038 ph: 610 437 1737 fax: 610 437 4547 www.architecturalstudio.com

architecture planning design

April 22, 2011

Mr. Brud Foote Boro Construction 400 Feheley Drive King of Prussia, PA 19406

RE: Additions and Alterations to
East Stroudsburg Area Senior High School - South
East Stroudsburg Area School District
Project No. 27-00-R.2

Dear Brud:

Based on the District's Insurance review of the various damage claims on the referenced Project, the following Change Orders have been covered by Insurance:

1. G-20 8-04-08 - 22,823.15 Repair damaged fiber optics
2. G-21 9-03-08 - 4,439.10 Repair damaged plumbing
3. G-22 9-04-08 - 9,401.61 Repair damaged plumbing
4. G-24 9-05-08 - 6,325.57 Repair damaged plumbing
5. G-40 2-05-09 - 1,380.92 Repair corridor lighting
6. G-41 2-05-09 - 2,457.56 Repair damaged fiber optics
7. G-43 2-05-09 - 1,714.47 Repair damaged data equipment
8. G-49 2-16-98 - 23,906.34 Repair damaged fire alarm equipment
9. G-57 6-16-09 - 1,049.66 Repair damaged plumbing

The above Change Orders will therefore be voided and removed from the Log by a forthcoming Change Order.

If you should have any questions, please do not hesitate to contact this office.

Very

John Ry Howard, AIA Associate Principal

JRH:jk

Enclosures (copy of Insurance Review dated 11-03-10)

cc: Mr. James Shearouse w/enclosures
Thomas F. Dirvonas, Esquire w/enclosures
Michael Winfield, Esquire w/enclosures
Mr. Jeff Merritt w/enclosures
Ms. Cathy Miller w/enclosures

Mr. Barry Stephens w/enclosures Mr. Rob Thompson w/enclosures

## ADDITIONS & ALTERATIONS TO: EAST STROUDSBURG AREA SENIOR HIGH SCHOOL - SOUTH PHASE "2", BUILDINGS AND SITE, SCHOOL AND SITE PROJECT Project No. 27-00-R.2

05-31-2011

## CHANGE ORDER LOG

**GENERAL CONSTRUCTION: Boro Construction** 

	49,721,900.00
Change Order#	Amount
G-1 - Time	0.00
G-2 - Time	00,00
G-3	189,634.09
G-4	<u>-15,900:00</u>
, i p	173,734.09
G-5	<u>20,918.75</u> .
0.6	194,652.84
G-6	<u>32,574.56</u> 227,227.40
G-7	1,345.66
G-7	228,573.06
G-8	1,980.00
<b>U</b> -0	230,553.06
G-9	2,300.52
	232,853.58
G-10	840.00
	233,693.58
G-11	1,051.52
	234,745.10
G-12	<u>-98.63</u>
	234,646.47
G-13	<u>0;00</u>
	234,646,47
G-14	<u>2,451.15</u>
	237,097.62
G-15	227.75
0.40	237,325.37
G-16	660.89
C 470	237,986.26
G-17R	<u>30,831.94</u> 268,818.20
G-18R	12,876.68
G-10K	281,694.88
G-19	2:146.80
0.19	283,841.68
G-20	<u>-22,823,15</u>
- 40°	261,018,53
<del>G 21</del>	<u>-4.439.10</u>
- <del></del> -	256,579.43
G-22	<del>-9,401.61</del>
	247,177.82

Change Order#	Amount
G-23	<b>-2,230.56</b>
G-20	
•	244,947.26
G-24	-6.325.57°
	238,621.69
G-25	<u>84,040.30</u>
020	322,661.99
	•
G-26	<u>4,600.00</u>
	327,261.99
G-27 - Volded	0.00
C Z rolado	327,261.99
G-28	<u>25,599.99</u>
	352,861.98
G-29	<u> 106,160,18</u>
	459,022.16
0.00	
G-30	<u>136,301.63</u>
	595,323.79
G-31	<u>13,497.29</u>
	608,821.08
0.00	
G-32	3,089.24
	611,910.32
Ġ-33	<u>5,088.00</u>
	616,998.32
G-34	2,557.39
G-34	
	619,555.71
G-35	<u>-4,080.00</u>
	615,475.71
G-36	17,028.63
G-50	
	632,504.34
G-37	<u>4,015.23</u>
	636,519.57
G-38	<u>-57,640.77</u>
0.00	578,878.80
G-39	<u>6,018.12</u>
	584,896,92
G-40	<u>-1,380.92</u>
	583,516.00
0.44	<u>-2.457.56</u>
G-41	
	581,058.44
G-42	<u>-7,233,41</u>
	573,825.03
G-43°	<u>-1,714.47</u>
<del>9-110</del>	
	572,110.56
G-44	<u>-3,079.65</u>
	569,030.91
G-45	272.74
O-40	
	569,303.65
G-46	<u>1,924.44</u>
	571,228.09
G-47	11,333.39
	582,561.48
	JUZ,JU 1.40

Change Order #	Amount
G-48	<u>-1,630.00</u>
	580,931.48
G-49·	<u>-23;906;34</u>
	557,025.14
G-50	<u>2,995.11</u>
	560,020.25
G-51 - Voided	0.00
	560,020.25
G-52	<u>-3,323.51</u>
	556,696.74
G-53	<u>-2.140.74</u>
	554,556.00
G-54	<u>12,072.27</u>
	566,628.27
G-55	3,114.68
	569,742.95
G-56	<u>-2,261.62</u>
	567,481.33
G-57	<del>.1,049.6</del> 6
	566,431.67
G-58	<u>46,531.33</u>
•	612,963,00
G-59	<u>3,999,28</u>
	616,962,28
G-60	<u>3,288.60</u>
	620,250,88
G-61	<u>7.322.53</u>
Total	627,573.41

<sup>50,349,473.41</sup> New Contract Amount
+ 73,498.38 Change Orders covered by Owner's Insurance and crossed out in listing above
\$50,422,971.79 Revised Contract Amount

10/27/08
Revised 01/30/09
Revised 02/05/09
Revised 02/05/09
Revised 03/30/09
Revised 03/28/10
Revised 11/03/10

GC = General Contractor - Boro PC = Plumbing Contractor - Lagans HC = Healing Contractor - Rato EC ⇒ Efectrical Contractor - Everon DAMAGE CHANGE ORDER LÖG

ADDITIONS & ALTERATIONS TO: EAST STROUDSBURG AREA SENIOR HIGH SCHOOL - SOUTH PHASE "2", BUILDINGS AND SITE, SCHOOL AND SITE PROJECT Project No. 27-40-8.2

Š	Dato	Amount	Amount Description	CO Request Date	CO Request Occurrence Date Date	Notes	เกรนาสถตร
G-03	06/23/08	2,300.52	2,300,52 Replace damaged celling liba in Klichen and Caldaria	14/20/07	Weaks prior to 09/26/07	Drighai CO request \$3,067.37 from GC.  Alter GC completed capity intrabilishors, Prims Contractors and Substantations removed and almaged over files and grid to subtrantations removed and almaged over files and grid to subtrantations when their Contractor, Pour Prims Contractors and before the contractors of the contractors are before contrac	Nei Cevaned by BR Policy-Enclusion 3.b.1 - Workmanship
P-08	06/23/08	-766.84					
H-07	06/23/08	-768.B4	,				
511	08/25/08	768.B4					
6:11	06/25/08	1,051.52	Replace well drywall on soffit in Coletaria damaged by HC.	11/30/07	July 2007		Covered by BR colley, Lays than dadorships
HGH	06/26/08	-1,051,52					
P-11	80/32/98	295.88	Unblock floor drain unfacont to bellenpad in Boller Rm	02/12/08	01/16/08	Blocked by various Contractors construction debrie.	Hal Covered by BR certics, No obsertent Damana
G-12	06/26/08	-98.63					
H-10	06/28/08	-98,63					
E-12	00/92/90	-98.63					
G-14	80/12/20	2,451.15	Rapale wolls & coilings damaged by P.C. (4 weas)	07/18/08	January 2008	After GC compliand wall and calling installation, PC removed and January 2008 campaged new wall and celling to Inches install work under that Contract.	Not Covered by BR Policy- Exclusion 3.b.1 - Workmanship
P-43	02/24/08	-2,451,15					
G-15	90/24/08	227.75	Repair walls & collings dumaged by PC and HG.	O77/18/108	October 2007	Mur GC completed celety instatations, PC and HC remayed October 2007 and demaged new tiles and gifd to further finabil wark under their Not Covered by BR Poticy- Execusion 3.2.1.* Warkmunship Contracts.	Not Covered by BR Policy-Execusion 3.b.1. Workmanship
P-14	02/24/08	-113.88					
H-12	07/24/08	-113.88					

Page 1

10/27/08
Revised 01/30/09
Revised 02/06/09
Revised 03/03/09
Revised 03/20/09
Revised 03/21/10
Revised 01/21/10

ADDITIONS & ALTERATIONS TO: EAST STROUDSBURG AREA SENIOR HIGH SCHOOL - SOUTH PHASE "2", BUILDINGS AND SITE, SCHOOL AND SITE PROJECT Project No. 27-40-R.2 GC = General Contractor - Boro PC = Plumbing Confractor - Lagana HC = Heating Contractor - Rado EC = Electrical Contractor - Everon DAMAGE CHANGE ORDER LOG

F	<del>,                                     </del>	7	7	7-	_		т-	7-	т~	7	_	-J	-	т-	_	7	-	7		т-	T	7
	Not Covered by SR Policy- Exclusion 315.1 - Workmann hip					Construct by autisting building policy, paid outpect to (2) \$1,000 deductibles. 2 losses		VI	Appetit to be covered by BR trollow loss than deding by			Appearing to the coverage for WR collections them deducated			Appendix to the covered by BR notice, less than destruction			Not Covered by BR colless No physical Department			Not Covaried by BIR Poscy- Excitation 3.0.1 - Ylarkmanship	
Nates	Original CO request \$5255.11 from GC. After Compilate Peling Installacions. Prims Contractors and Subcontractors annowed and carregned new fises and gald to Intelligination annowed and carregned new fises and gald to Intelligination for successive Contractors. Peur Primo Contractors were backboring of percentage of load based on flest					Sac Yarious e-mails.			See Change Order and The Architectural Studio 9-3-08 letter.	Г		Sea Changa Order and The Architectural Studio 9-4-08 fetter.			Damagad by snow plowing operations. Sos Chango Order and The Arthloctural Studie 9-5-08 letter.			Sea Chango Order.			Exception of a demonstrate of the state of t	
Occumence Date	December 2007 and January 2008					07/25/08			11/15/06			Odlosno7			03/23/07			08/29/06	Г		12704/08	Γ
CO Request Data	07718708					07/31/08			10/19/07			Carcaro7			07/25/07			10/29/06			12/509	
Մջջեղբներ	Rapsif cellings damaged by 4 Prino Contracions.					22,823.15 Ropsir damaged Eberopic, data & corm cattes - Unli G			. 4,439.10 Repair damaged Plumbing devices damaged by GC Anken.			9,401.61. Rapair Planting davices damaged by GC Workers.			Rapair instailed add & other pixing damaged by Boro.			Unblock the floor drain in the boiler drain blocked by HC.			Refreed basiels demanded by PC	
Amount	660.89	413.06	-123,92	-123.92		22,823.15	-22,823.15		4,439.10	-4,439,10		9,401.61.	-9.401.61		6,325,57			198,38	-198,38		4,262.97	7
Date	07/24/03	07/24/08		07/24/08		.08/04/08	08/04/08		09/03/08	09/03/08		09/04/08	09/04/08		09/05/08	_		06/28/08	80/92/90		01/19/09	1
No.	<b>G</b> ·16	P-t5	土	E-16		E-18	G-20		P-17	G-2:		p-48	22-9 9		P-20	5.5		P-10	2 1		E-25	P-24

Page 2

10/27/08
Revised 01/30/09
Revised 02/06/09
Revised 03/09/09
Revised 03/30/09
Revised 09/28/10
Revised 11/03/10

ADDITIONS & ALTERATIONS TO: EAST STROUDSBURG AREA SENIOR HIGH SCHOOL - SOUTH PHASE "2", BUILDINGS AND SITE, SCHOOL AND SITE PROJECT Project No. 27-00-R.2 GC = General Contractor - Boro PC = Plumbing Contractor - Lagana HC = Healing Contractor - Rado EC = Electrical Contractor - Everon DAMAGE CHANGE ORDER LOG

				CO Request	Occurrance	Notes	
No.	Date	Amount	Description	Dato	Dafa		
6.37	Ó1126/09	4,015,23	4.015.23 Refersh wood floor in Gym F-107 denaged by 4 Primes	01/22/09	April 2008 thru October 2008	April 2008 that Contractors distroy property protect cocaling wood Gym Roor October 2008 when stacing majoritis and working in the space.	Mulipla Occumences - Subject to Mulipla deductibles.
P.26	01/26/09	-1,338.41					
H-17	01/26/09	1,338.41					
E-27		-1,338.41					
629	02/05/09	1.380.92	1.380.92 Repair corridor lighting lines damaged by GC's subcontractor	03/31/08	March 2008	Existing electrical lines damaged by demokiton Subocritector.	Covered by existing building coverage subject to \$1000 dad.
9	02/05/09	-1,380.92					
Į.		27.63	Tost and repair damaged liber optic cable damaged by GCs subcontractor.	67/40/117	fute appr	Sea Change Order. Subcontractor set an existing panel on the floor rather than recounting on a rack and was subsequently demand by undersease.	Cavarrad by buildors rick- less than deducthle.
į	ட	2457.55			Т		
	_						
<u> </u>	02/05/08	723341	Encagensy repairs to feo efont system danaged by water Indicaton Into Data Room G-104	Odzańa	April 2008	Reof was not properly maintaknod waterfight by GC.	Hot covered by Dulkoin tak policy. No physical damaga to roof,
G-12	. 60/50/20	-7,233.41					
						Ro-roefing oparations were occurring above a laished data Room. Dobnis dropped Bradigh a noof oparing and the new	Covered by builders nisk-loss than deducible.
E 32	020509	1714.47	1,714.47 Clean data equipment solled by GC rooking operations	CENTER INC	and zon	- Wingo	
Ŝ	Л.						
7	i	23 908 34	Repair free atom and jalecommarkation cables demained by 27/6/2005 23:508:34 jezz, authorization	12/3/07	Aunust 2007	Existing active fines earnaged by demotifien operations.	Covered by existing property Insurance subject to \$1000 ded.
9		2/15/2009 23,906,34					

10727/08 Revised 01/30/09 Revised 02/06/09 Revised 03/30/09 Revised 03/30/09 Revised 09/28/10 Revised 11/03/10

ADDITIONS & ALTERATIONS TO: EAST STROUDSBURG AREA SENIOR HIGH SCHOOL - SOUTH PHASE "2", BUILDINGS AND SITE, SCHOOL AND SITE PROJECT Project No. 27-00-8.2

GC = General Contractor - Boro PC = Plumbing Confractor - Lagana HC = Heating Contractor - Rado EC = Electrical Contractor - Everon DAWAGE CHANGE ORDER LOG

			_	_			 		 		 _,	_	_
	Not Covered by BR Policy, Exclusion 3.p.1 - Workmans No				Not Coroned by BR Policy-Exclusion 3.2.1 - Wortmanship		tot Covered by BR Policy-Exclusion I.b.1 - Workingship		Not Coward by BR Potley- Endusian 3.b.1 - Workmansho		Covered by buildons risks loss then deductible		
Notes	Existing thes cut by workers installing sind beaminto existing trailions			ч	so independ in Legans's J1809 total and Jos Goodavage		Existing where and speakers removed and disposed of under GC Rol Conorce by BR Policy- Explision Sta.1 - Workingship Identifies work.		See Change Order			Son Charles	
CU Request   Occurrence   Date	271872009	1			Sect. 2008	4	8711/2008	1	May 2009		THEFTOR		1
	2/25/2009				9/19/2008		9/14/2008		6/16/2009		20000000		1
	Rapoir stoaker and phone times damaged by GC's subcontractor.			Repair bioken underground 4" piping in Unit K broken by GC	32552009 2.140.74 and GO subcontractor		Rapair ox, Gym F-107 apeaker demoid by GC subcont.		Repair phone lines to relocatable constronts demaged by 2.281,62. [GC's subcontradors.		Ropals british piping in Unit J damaged by GCs 1,049,68		
Amount	3,323,51	-3,323.51			2.140.74	-2,140,74	1,630,00	-1.630.00	2,281,62	-2,261.62	1.049.68	HB.670 1-	
Date	30972009	3/3/2009			3/25/2009	372572009	E-16 2/16/2009 1,639,00	G-48 2715/2009	E-41 6/16/2009	G-56 6/18/2009	P-32 6/16/2009	G-57 8/18/2009 -1 049'88	
Ño.	E-3B	G-52			P-St	<b>8</b> 9	E.46	9	######################################	G-56	P.32	5	

Page 4

## EAST STROUDSBURG AREA SCHOOL DISTRICT

## AGENDA ATTACHMENT

RATIFICATION OF PROPOSALS FOR: "DISTRICT WIDE SNOW PLOWING, SNOW REMOVAL AND CINDERING" (RFP 12-01)

PROPOSALS ADVERTISED APPEARED IN: THE POCONO RECORD AND THE SCRANTON TIMES - 8-19-2011, 8/24/2011, 8/31/2011.

## REQUEST FOR PROPOSALS SENT TO, OR PICKED UP BY:

DALE MADISON

STROUDSBURG, PA. 18360 570-872-4400

KEVIN STOFIK

STOFIK LANDSCAPING EAST STROUDSBURG, PA.

570-350-5883

**CORY WILLIS** 

NORTHEAST SITE CONTRACTOR 122 A OAK GROVE DRIVE

EAST STROUDSBURG, PA. 18301

570-420-2831

JEREMY SMITH LANDSCAPING, INC.

PO BOX 754

STROUDSBURG, PA. 18360

570-460-5973

DAVID HAWK

LEEWARD CONSTRUCTION / E.R. LINDE CONSTRUCTIONCORP.

9 COLLAN PARK

HONESDALE, PA. 18431

570-253-4090

NORMAN FISH EXCAVATING

TAYLOR DRIVE

EAST STROUDSBURG, PA. 18301

570-223-8438

GARY GALLERIE, SONS & ASSOCIATES

PO BOX 909

POCONO SUMMIT, PA. 18346

570-839-2953

JEFF EVANS

MOUNTAIN LANDSCAPING

6302 ROUTE 191

MOUNTAINHOME, PA. 18342

NILES POSSINGER E.F. POSSINGER AND SON

STROUDSBURG, PA. 18360

570-629-2774

JASON OLTMANNS, LLC

RR 3 BOX 3816

EAST STROUDSBURG, PA. 18301

## PRESENT AT THE MANDATORY PRE-PROPOSAL MEETING:

NORMAN FISH - NORMAN FISH EXCAVATING **IEFF EVANS - MOUNTAIN LANDSCAPING** IASON OLTMANNNS - IASON K. OLTMANNS, LLC **GARY GALLERIE, SONS & ASSOCIATES** NILES POSSINGER - E.F. POSSINGER AND SONS **BRIAN WINOT - NORTHEAST SITE CONTRACTORS** KEVIN HAWK - LEEWARD / E.R. LINDE CONSTRUCTION CORP. JEREMY SMITH - JEREMY SMITH LANDSCAPING IAMES SHEAROUSE - ESASD THOMAS J. WILLIAMS - ESASD

## PROPOSALS RECEIVED ON SEPTEMBER 8, 2011 FROM:

JASON OLTMANNS, LLC MOUNTAIN LANDSCAPING NORTHEAST SITE CONTRACTORS NORMAN FISH EXCAVATING JEREMY SMITH LANDSCAPING LEEWARD CONSTRUCTION / E.R. LINDE CONSTRUCTION CORP.

## PRESENT FOR PROPOSAL OPENING:

MR. ROBERT COOKE – ESASD BOARD MEMBER
MR. NORMAN FISH – NORM FISH EXCAVATING
THOMAS J. WILLIAMS – ESASD, DIRECTOR OF CUSTODIAL SERVICES
MRS. KATHY CIACIULLI – ESASD - CONFIDENTIAL SECRETARY TO PATRICIA BADER
MRS. MARISELA HORTON – ESASD - SECRETARY TO JAMES SHEAROUSE
LOGAN EVANS – MOUNTAIN LANDSCAPING
MRS. CAROLINA RODRIGUEZ – ESASD - ASSISTANT BUSINESS MANAGER

## REVIEWED BY:

THOMAS J. WILLIAMS – ESASD – DIRECTOR OF CUSTODIAL SERVICES JAMES SHEAROUSE – ESASD – DIRECTOR OF MAINTENANCE MRS. CAROLINA RODRIGUEZ – ESASD - ASSISTANT BUSINESS MANAGER

RECOMMENDATION: PLEASE SEE ATTACHED SCHEDULE

Contractor Name	Location	Per Hour W/Plow and Spreader 3/4 Ton	Per Hour W/Piow and Spreader 1 Ton	Per Hour W/Plow and Spreader Single Axle Dump	Per Hour W/Plow and Spreader Double Axle	Snow Removal Loader & Trucking Per Hour	Anti-Skid Per Ton 80% stone 20% salt
Jason Oltmanns LLC	JTL/South G	73	85	85	87	175	125 75
		F					
Mountain Landscaping Northeast Site Cont	Admin/HSS/Maintenance Admin/HSS/Maintenance	76.5	81.6	91.8	96.96	125/99 137.70/107.10	61.2
Normani Fish Excavating	MSE	02	02	06	0.	75/175	75
	MSF	76.5	81.6	91.8	96.9	137.70/	61.2
Normanifish Evcavating	Resina	<u> </u>	02		· ·	27/37/2	7.5
Northeast Site Cont	Resica	76.5	81.6	91.8	6.96	137,70/	61.2
	SECULO COMPONENTE CONTRACTORISMO CONTRACTORISMO CONTRACTORISMO CONTRACTORISMO CONTRACTORISMO CONTRACTORISMO CO					-	
Jeremy Smith Landscaping	INFHIII	.02	75	0	0	02/08	06
leremy.Smith Landscaping	SE	02	75	0	0	0//08	06
teremy Smith Landscaping	Smithfield	02	75	0		02/08	06 3 3 3 3 3 3 3 3
	Lehman Intermediate/HSN/Bushkil						
が (2) (2) (2) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4	Elementary/North Bus Garage/Water Tower Access Road/Sewage Treatment	<b>湖水水水水水水水水水水水水水水水水水水水水水水水水水水水水水水水水水水水水</b>	· · · · · · · · · · · · · · · · · · ·				
Leeward ER tinde	Rlanti Road	09日日 古子子 [] 上日			हैं। है के देनचे हैं हैं	1 5.5	16.5
NOTE:							
Vendors Awarded The Contract							



August 22, 2011

The Pike County Board of Tax Assessors C/O Stacey Beecher, Esquire, Solicitor for Pike County 506 Broad Street Milford, PA 18337

Dear Ms. Beecher:

As requested, I am submitting a proposal to provide an appraisal of real estate presented in summary reporting format for a commercial property known as the Pocmont Resort located at Bushkill Falls Road, Bushkill, Lehman Township, Pike County, Pennsylvania. The property is further identified as parcel number 193.00-01-27.

This appraisal will be prepared in conformance with the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute and the Uniform Standards of Appraisal Practice. The report will also clearly and accurately disclose any extraordinary assumptions or limiting conditions that clearly affect the analyses, opinion, and/or conclusions. Each applicable approach will be considered and applied.

As with any profession, fees vary greatly depending upon the education, experience, and ability of the appraiser and the complexity of the appraisal problem. The total fee for this report is \$4,500. A retainer of the total fee has been waived. It is my understanding that this appraisal report will be used for litigation purposes of an assessment appeal. If my expert testimony is required for court time, an additional fee in the amount of \$150 per hour will be required for litigation. Any conferences or meetings prior to the trial date will be billed at \$125 per hour. It is understood that the appraisal fee is not contingent upon the appraised value of any other prearranged condition.

The total fee for the project will be due upon your receipt of the completed appraisal report. Any balance remaining unpaid 30 days following delivery of the report will be subject to a late payment charge of 1.5% per month or the appropriate legal limit.

875 North Fourth Street • Sunbury, Pennsylvania 17801 • Phone: (570) 988-1900 • Fax: (570) 988-1923

The above fee quotation assumes you will provide the following upon acceptance of this proposal:

- · Contact name and phone number for access to the property
- Three years of financial statements or tax returns showing actual operating income and expenses or projections of same made to all lending institutions
- Franchise agreements/management contracts
- Copies of any and all leases in place
- Copy of construction cost of all new or proposed improvements
- Copies of all building permits obtained in the prior 2 years

I will work directly with you to obtain all other data necessary to complete the assignment. In the event I cannot obtain the necessary data I will inform you in writing.

The start of work will commence upon acceptance of this proposal and receipt of the requested data. Completion of the report will be approximately 6 weeks from the date of acceptance and receipt of all necessary data.

Kindly sign and date in the space below if the preceding meets with your approval, endorse and return this proposal to my office.

I look forward to a mutually satisfactory business relationship. If I can be of any assistance to answer questions, do not hesitate to contact me personally.

Respectfully submitted,

Ric	hard	J.	Dı	zev	viec	ki,	CP	E
-	- ·	. ~						

PA Certified General Appraiser GA-156L Appraisal & Marketing Associates, Inc.

Date			
Signed			
Signed		 	
Signed	* · · · · · · · · · · · · · · · · · · ·	 	

حطاري					
				Mostha	rproofing Technologies, Inc.
			3735 Green F		d, Ohio 44122 • 216-292-5000
<del></del>			0,00 0,001	toda - Bederinge	d, Olio 44122 - 210 282 0000
			CONTRAC	T # AEPA-009	A-W500-PA
	TREMCO LINE ITEM PRICING		CONTRACT	8-Sep-11	
-	EAST STROUDSBURG AREA SCHOOL DISTRICT				
	EAST STROUDSBURG AREA SCHOOL DISTRICT STADIUM				
	OUOTE #5019017				
	Q00113113017017				
BID ITEM		UNITS OF	BID		
NUMBER	DESCRIPTION OF COST FACTORS	MEASURE	AMOUNT	QUANTITY	PROJECT AMOUNT
NUMBER	DECEOD 4 STON	MEASURE	AMOUNT		
	RESTORATION	O.D.	A 0.41	10000	4 100 00
9.1.1.b	Pressure cleaning, horizontal surfaces	SF	\$ 0.41	10200	
9.4.60	Single ply repairs at laps or defects using 2 coats elastomeric coating	SF	\$ 4.49	2400	
9.4.59	Single ply repairs using 2 coat polyurethane, elastomeric coating system	SF	\$ 4.20	10200	
			1.00/	SUBTOTAL	
9.12.1	Multiplication factor for roofs under 20,000 sf	%	15%		\$ 8,669.70
				SUBTOTAL	\$ 66,467.70
	REPLACEMENT				
9.4.1	Remove built-up roof, multi-ply aggregate, non-asbestos, 1" thick or	SF	\$ 1.03	2500	
9.2.1	Demolition of roof insulation, per inch of depth	SF	\$ 0.63	11250	
9.4.66	Sweep loose aggregate from roof membrane	SF	\$ 0.50	2500	\$ 1,250.00
9.2.23	Installation of new Polyisocyanurate insulation				
9.2.23.a	Mechanically attached	BF	\$ 1.56	11800	\$ 18,408.00
9.2.19	CDX Gypsum, 1/4" x 4' x 8'				
9.2.19.a	Mechanically attached	SF	\$ 0.99	2500	\$ 2,475.00
9.4.50	Built-up roof, 3 ply fiberglass felts, Type IV asphalt	SF	\$ 2.59	2500	\$ 6,475.00
9.4.61	Single ply roof, TPA fleece back, 60 mils fully adhered with hot asphalt	SF	\$ 5.61	2800	\$ 15,708.00
·····				SUBTOTAL	\$ 53,978.50
9.12.2	Multiplication factor for roofs under 10,000 sf	%	18%		\$ 9,716.13
				SUBTOTAL	
	BALANCE	· · · · · · · · · · · · · · · · · · ·			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
9.6.7	Remove metal edge, gravel stop, eave strip, or coping	LF	\$ 1.84	200	\$ 368.00
9.6.32	Metal edge, anodized finished aluminum, free floating fascia system 8	SF	\$ 46.68	200	
9.9.17	Termination bar, aluminum, 1/4" x 1"	LF	\$ 3.23	160	
9.7.12	Nailer, SBX treated wood		J.23	100	510.00
9.7.12 9.7.12a	2" x 6"	LF	\$ 2.35	515	\$ 1,210.25
9.7.12 <u>a</u> 9.7.8	Cants, wood fiber, trapezoidal, 1 1/2" x 5 5/8"	LF	\$ 0.71	400	
9.1.8	Cans, wood fiber, trapezoidal, 1 1/2 x 3 3/8	LF	3 0.71	SUBTOTAL	
			1	SUBTUTAL	3 11,713.03
<del></del>					
			<del> </del>	SUBTOTAL	\$ 141,877.38
		<del> </del>		SUBTUIAL	1 41,077.50
	Roof inspection services (visual inspection of roofing				
9.10.5	service/membrane, flashings, counterflashings, copings, parapets, trims,	Day	\$ 801.18	11	\$ 8,812.98
7.10.3	hatches, penetrations, curbs, roof-mounted equipment, etc. with a	Duy	\$ 001.10	1	0,012.50
	written report of findings and recommendations		ŀ		
	Prime contractor's warranty, restoration, less than 10,000 sq ft,	-			•
9.10.9a		SF	\$ 0.05	10200	\$ 510.00
	minimum charge - 10 Year				
	Prime contractor's warranty, re-roof, total system, 20 year, less than				
9.10.11b		SF	\$ 0.20	2500	\$ 500.00
,,,,,,,	10,000 sq ft, minimum charge (includes 2, 5, 7, 10, 15 year inspections)	i			
0.10.17	Annual or semi-annual roof housekeeping-per location		1	<del>                                     </del>	
9.10.17	Cost semi-annual per location if less than 20,000 sq. ft	SF	\$ 0.24	127000	\$ 30,480.00
9.10.17c	Cost semi-aminar per location it less than 20,000 sq. 1t	- Sr	<u>σ</u> 0.24	127000	7 30,400.00
	<u> </u>		<del>                                     </del>		
			<u> </u>	0110000	m 100 100 30
			<del> </del>	SUBTOTAL	\$ 182,180.36
		ļ	1	<u> </u>	0
			1.5%	AEPA FEE	2,732.71
		ļ			101010
			TOTAL PRO	OJECT COST	\$ 184.913.07
-					

Your Window Of Opportunity For Office Furniture
320 East Gibson Street 421 North Pennsylvania Ave.
Scranton, PA 18509 Wilkes-Barre, PA 18702

email: mail@bmcofficefurniture.com website: www.bmcofficefurniture.com

PROPOSAL: 34849

DATE: 07/26/11

(570) 344-1295 fax (570) 346-8592 (570) 829-7098 fax (570) 829-2575 REMIT PAYMENT TO: 320 E. GIBSON STREET, SCRANTON, PA 18509

CUSTOMER:

SHIP TO:

EAST STROUDSBURG AREA SCHOOL DIST P.O. BOX 298 50 VINE STREET EAST STROUDSBURG, PA 18301 EAST STROUDSBURG AREA SCHOOL DIST 50 VINE STREET EAST STROUDSBURG, PA 18301

FAX NO. 424-5646

SALESPERSON JERRY SWIFT QUOTE VALID THROUGH

CONTACT:

ERIC FORSYTH

08/31/11

PHONE:

656-4300

QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXT
1.00		PA STATE COSTARS CONTRACT #002-111	0.00	0.00
		****SHELVING AREAS****		
1.00	J140	SHELVING FOR J140	9,711.00	9,711.00
1.00	H114	SHELVING FOR H114	14,764.00	14,764.00
1.00	J113	SHELVING FOR J113	47,571.00	47,571.00
-1.00	LESS	PA STATE DISCOUNT	25,216.00	-25,216.00
		INSTALLATION*		
			SUBTOTAL	46,830.00
ACCEPTE	D BY		TOTAL	46,830.0
DATE AC	CEPTED			
		PAGE 1 OF 1		

Subject: Fwd: FW: PROPOSAL #34849

From: Kathy Ciaciulli <kathy-ciaciulli@esasd.net>

Date: Fri, 16 Sep 2011 09:45:02 -0400

To: Patricia Rosado <patricia-rosado@esasd.net>

----- Original Message ------Subject:FW: PROPOSAL #34849

Date:Fri, 16 Sep 2011 09:04:14 -0400

From:Patricia Bader <a href="mailto:patricia-bader@esasd.net">patricia-bader@esasd.net</a>
To:Kathy Ciaciulli <a href="mailto:kathy-ciaciulli@esasd.net">kathy-ciaciulli@esasd.net</a>

FYI

From: mail@bmcofficefurniture.com [mailto:mail@bmcofficefurniture.com]

Sent: Thursday, September 15, 2011 3:47 PM

**To:** <u>patricia-bader@esasd.net</u> **Subject:** PROPOSAL #34849

Pat,

Regarding proposal #34849 the pricing is valid until September  $30^{th}$ , 2011.

Thank you.

Regards,
Jerry Swift

BMC Office Furniture
320 E. Gibson Street
Scranton, PA 18509
Ph 570.344.1295
Fax 570.346.8592
BMC Office Furniture Online
Follow us on Facebook for special pricing and industry-related news!

## EAST STROUDSBURG AREA SCHOOL DISTRICT

East Stroudsburg, Pennsylvania 18301

## PAYMENTS TO BE MADE THRU THE Bond Issue 2008

The following payments for construction and related costs associated with the Bond Funds have been approved as authorized for payment as of:

## September 19, 2011

Requisition #	Vendor/Address	Description	I		Amount
2008-321	Architectural Studio	HSS 30-4200-450-080-07-31	+-		
V# 1369	732 Turner Street	Proj# 27-00 R Invoice# 11-198	\$	417.50	
1.00	Allentown, PA 18102	1 2			
		MSE 30-4200-450-080-05-14	1		
		Proj# 13-06 Invoice# 11-197	\$	1,895.50	
	2, =				\$ 2,313.00
2008-322	Rhoads & Sinon LLP	HSS 30-4500-720-080-16-31	1		
V# 12802	One South Market Square	Special Construction Council	1		
	P.O. Box 1146	Invoice# 325213	\$	81.33	
	Harrisburg, PA 17108-1146	Rado Enterprises Inc.			
		Invoice# 325215	\$	4,587.20	
					\$ 4,668.53
		TOTAL	:		\$ 6,981.53

## EAST STROUDSBURG AREA SCHOOL DISTRICT

East Stroudsburg, Pennsylvania 18301

## PAYMENTS TO BE MADE THRU THE Bond Issue 2011A

The following payments for construction and related costs associated with the Bond Funds have been approved as authorized for payment as of:

## September 19, 2011

Requisition #	Vendor/Address	Description			Г	Amount
2011A-4 V# 15067	Trane U.S. Inc. PO Box 406469 Atlanta, GA 30384-6469	RES 30-4500-720-004-02-10 Invoice# 2856737, App 3		\$ 250,000.00		
		HVAC			\$	250,000.00
			TOTAL:		\$	250,000.00

Other (specify): \_

## (valid for one year from date of application) EAST STROUDSBURG AREA SCHOOL DISTRICT APPLICATION FOR USE OF SCHOOL FACILITIES Name of Organization Scarres - Legenary Henry Arrivant Acces, To How from Today's Date 8 / 9 / // Are you requesting a waiver of facilities fees? X yes on no Will an admission fee be charged? Non-Profit? If yes, attach a letter of justification addressed to the Board of Education. yes □ no □ yes 🛛 no This does not include a waiver of fees for scheduled district personnel. If yes, amount \$ Specific purpose of use: Homo Sover Parent Parent Parent Parent Short Name of School Requested Bushous Evanowing Parent State of Lunched Ellina DAY(S) from - HOURS - to (meeting, practice, game, rehearsal, performance,...) from — DATE(S) — to 12 pm 3:30 pm Head Stort Pre-K program ✓ Cafeteria ✓ Gymnasium Auditorium Facility Required: Kitchen/Preparation Kitchen/Serving Stadium ✓ All-Purpose Room Fields (specify)\_\_\_\_ Swimming Pool (requires Stage Fields (specify) Other (specify) Classrooms #\_\_\_\_\_ proof of certified lifeguard) Equipment Required: (\*must be operated/attended by school personnel) Folding Stands Kitchen Equipment\* Record Player/Stereo Equip. Sound System \_\_\_Tables and/or Chairs Motion Picture Projector Athletic Equipment Overhead Projector/Screen Stage Lighting\* Other (specify) Scoreboard\* The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services. Your organization must provide a Certificate of Insurance listing the ESASD as co-insured as follows: (\$500,000 minimum) Property Damage Liability (each occurrence) Bodily Injury Liability (\$500,000 minimum) List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used, and who will accept full responsibility for adherence to School District regulations by all persons in attendance. Name Mr. MAKK GHALDQUIT, TCHCHEL Address 1800 Westside Ave Honesdale PA 1813 Phone 570-362-5343 Name Address Phone I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants or employees and further will hold harmless and indemnify the said School Directors, School District, and School Authority from any expenses and judgments or decrees recovered against them as a result of said use of these facilities. Phone (day) <u>570 - 96 3-66 33</u> (eve.) 570 - 840 - 9746 Signature — Responsible Organization Official Billing Address --APPROVALS: Principal Shi K nuclair Date \$ 1 157 11 copy to: □stage manager □athletic director □cafeteria manager □head custodian □librarian □a/v coordinator □other Date FACILITIES USE INVOICE For office use only: Facilities/Equipment used: Class 1 - no fees Personnel Employed: (attach time sheets)

reference notice #707 (8/02)

# APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organiza	ation(	Cub Scoo	ıts		То	day's Date <u>9/6</u>	111
Non-Profit?	Will an a	dmission fee be	charged?			s fees? <b>⊠</b> yes □ no	
🛣 yes 🗆 no	☐ yes 🔼 If yes, an	nount \$		This does not include	le a waiver of fees	dressed to the Board of Ed for scheduled district person	
Specific purpose	•	Cub sc	out Pack	nights for	boys + the	ir families	
Name of School R	Requested	BushKill	Elemen	tary			
North and D	DAY(S)				DESCRIPT		
from — I			from — HO		* * * * * * * * * * * * * * * * * * *	game, rehearsal, performa	
Sept 29		Jan 26	6:45-	8:00	meeting	s Pinewood &	RADY;
Oct 20	— <i>—</i> ;	March 15		- <del></del>	ALVARA	Ceremony	
Dec 15		104 24	—— <i>V</i> —			_caroming	
Facility Required		Audito	rium	Cafeteri	a	Gymnasium	
➤ All-Purpose Ro		Audite			Preparation	Kitchen/Serving	
Swimming Pool	l (requires	Stage		Fields (s			
proof of certific	_		ooms #	Other (s	pecify)		
Equipment Requi		ust be operated/a	ttended by schoo		DI 104 E. 1.	Piano	
Kitchen Equipm Stage Lighting*			System n Picture Projecto:		Player/Stereo Equip. Projector/Screen	Folding Stands Tables and/or Cha	aire
Scoreboard*			ic Equipment	Other (s			
The District has t	the right t	o assign additio	nal security and	other personnel as	needed. Your org	anization will be subject as co-insured as follows	to fees
		•	-				•
\$(\$500,000 min		odily Injury Liab	(\$50	rı 0,000 minimum)	roperty Damage Liai	oility (each occurrence)	
List at least one, b	ut preferal	oly two, responsi	ble officials of ye	our organization who	will be present at t	he time facilities requeste persons in attendance.	d are
· · · · · ·	. —	zepi iun responsi					سرز رد 🖚
Name Pawin	is Joy	Utife	Addre	ess <u>34 Phease</u> ess	un run	Phone 338	
I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants or employees and further will hold harmless and indemnify the said School Directors, School District, and School Authority from any expenses and indemnity or decrees recovered against them as a result of said use of these facilities.							
4	din	J'an.			Phor	ne (day) 982-06=	-801h
Signature — Res	ponsible	ygabization Of	ficial		1 1101	(eve.) 588-714	45
Billing Address	134	Y = K . /		Bushtill	12 1832	V.	
billing Address		PHEILSON	run f	Misinte 7	7000	<del></del>	
ADDDOMALC, D	National Control	55		15	** • =	Date 9 / /	31/2
APPROVALS: P			16/1	A Later		Δ	<u> </u>
copy to:		dministrator	Mile INC	amue-			<u> </u>
□stage manager □	∃athletic di	irector 🗆 cafeteri	a manager □head	d custodian □libraria	n □a/v coordinator	Oother Date/	_/
For office use o	•	^^	FACILI	TIES USE INVOICE	<b>t</b>		
Facilities/Equip	ment used	: <u>Clas</u>	1-00a	sees	Cha	arges: \$	
					<del></del>	\$	
						<u>ه</u>	
Personnel					Ch	arges: \$	<del></del>
(attach tir	ne sheets)		· <del>····</del>			\$	
		<del>, •</del>	1 1			ه <u></u>	
Other	r (specify)	r:	180	<b>4</b>	Cha	arges: \$	

# APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organiza	ation <u>EasT Strovelsbu</u>	org American	Legion bo	sebell TeenTod	ay's Date <u>ت</u>	9104111	
Non-Profit?  ☑ yes □ no	Will an admission fee be charge  ☐ yes ☑ no If yes amount \$	Are you If yes, a This do	u requesting a attach a letter o es not include	waiver of facilities of justification addr a waiver of fees fo	fees? • yes ressed to the B or scheduled di	□ no oard of Education	
Specific purpose	of use: For Team P	<u>roctives a</u>	nel mak	e up Gam	<u>es</u>		-
Name of School I	Requested East Strovel	sburg Sour	th Hirs	(School			-
far to a said	DAY(S) DATE(S)—to fr 10-31-11 wee	rom — HOURS —	to (8pm	DESCRIPTION Meeting, practice, go Practices 2	ame, rehearsal	is a week	_
Facility Required All-Purpose Ro Swimming Poo	oomStadium I (requiresStage ed lifeguard)Classrooms		Fields (spe	reparation ecify) Varsity ecify)		n/Serving	_
Kitchen Equips Stage Lighting Scoreboard*	*Motion Pictu Athletic Equ	m ure Projector upment	Qverhead Other (spe	ayer/Stereo Equip. Projector/Screen ccify) <b>Baracy Re</b>	Tables Kor, clas	,	_
for these services	the right to assign additional se . Your organization must prov	vide a Certificate o	f Insurance li	sting the ESASD a	as co-insured	as ioilows:	,
\$ 1,000,0 (\$500,000 mir	imum)	(\$500,000 m	inimum)	perty Damage Liabi			
List at least one, to being used, and w	out preferably two, responsible of tho will accept full responsibility	fficials of your orgation for adherence to Se	mization who v chool District i	will be present at the egulations by all p	ie time facilitie ersons in atten	s requested are dance.	
Name Kevil Name	1 Hezel	Address <u>R</u> f	25-22L	Buch Kill	<i>PA</i> - Phon Phon	e <i>5<u>70 -94                                   </u></i>	<u>(43</u>
I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants or employees and further will hold harmless and indemnify the said School Directors, School District, and School Authority from any expenses and judgments or decrees recovered against them as a result of said use of these facilities.							
Signature — Res	ponsible Organization Official			•		<u>942-3647</u> 588-9362	
Billing Address_	RR5-22L BU	shKill, f	A 18:	324			
APPROVALS:	Principal		W.a.D	-	Date	1 1	
	Susiness Administrator Char	7	9/12/11		Date		
L conv to:	□athletic director □cafeteria man	*	ian □librarian	□a/v coordinator	□other Date		
For office use Facilities/Equi	only: oment used:	FACILITIES Ü	SE INVOICE		rges: \$ \$ \$		
	Employed:			Cha	rges: \$ \$		c
Ì	er (specify):	100		Cha	\$ rges: \$ \$		1/13
L				tina araaniustian		nolicy #707 (8/02)	

# APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organiza	ation	ESYA					Today's	Date 8	/31 //[
Non-Profit?  ★ yes □ no	☐ yes ☐ i If yes, am	ount \$	charged?	If yes, attac		ustification	addressed	to the Bo	☐ no ard of Education. rict personnel.
Specific purpose	of use:	Wrest	- Journ		• .				
Name of School F	Requested_	<u> </u>	<u>5 - Dour</u>	th_				···	
	DAY(S) DATE(S) —	÷ <b>to</b>	from — HO	URS to	(mei	DESCRI		rehearsal, p	erformance,)
Saturday 10-22-11		-	6:30 am	40 10	<u> </u>	Wres	<u>s</u> +	matc	<u> </u>
Facility Required All-Purpose Ro Swimming Poo proof of certifi	om I (requires	Audito Stadiu Stage Classr			Cafeteria Kitchen/Prepa Fields (specif Other (specify	fy)	_	Nev K Gymnasi Kitchen/S	ùm
Equipment RequKitchen EquipmStage Lighting*Scoreboard*	nent* *	_XSound Motion Athlet	System n Picture Projector ic Equipment	. <u> </u>	_Record Playe _Overhead Pro _Other (specify	ojector/Scree y) <u>lock</u>	en S	soms	nd/or Chairs
The District has t for these services	. Your org	anization mus	t provide a Certi	ficate of In	surance listin	ig the ESA	SD as co-	insured as	follows:
\$(\$500,000 min	imum)	dily Injury Liab	(\$500	411e 0,000 minim	um)	ty Damage			
List at least one, being used, and w	ut preferab ho will acce	ept full responsi	bility for adheren	ice to Schoo	l District regu	ılations by	all persons	s in attenda	ince.
Name Rand	belor.	enzo	Addre	ess 21 PC ess PO BC	:mrose 0x 525,	<u>. Dr</u> Shawn	ES 18	Phone_	476-4715
I certify that I have Use of School Factority, event(s) conducte suits, complaints, employees and fur any expenses and	ve read, und cilities. Fu their direct d on the ab or legal pr rt <b>ke</b> will h	lerstand, and ay rther, my organ tors, agents, em ove-mentioned oceedings of an old harmless an	gree to adhere to ization forever re ployees and serve date(s) for which y kind brought as d indennify the s	Policy #707 leases the E ants from all this applica gainst the Bo aid School I	of the East St ast Stroudsbu I claims, actio tion is submit pard of Educa Directors, Sch	troudsburg urg Area Scons, and cha uted. My or ution and a nool Distric	Area Sch chool Distr arges wha ganization ny of its ag at, and Sch	ool Distric ict, the Ea tsoever ari 1 will defen gents, serva	t concerning st Stroudsburg sing out of the ad all actions, ants or
Signature — Res	Ponsible O	rganization Of	ficial			P	hone (day (eve.		-5443
Billing Address_	<u> 21 f</u>	<u> Zimro</u>	se Dr,	ES	5+BG	Pa		1830	)3
APPROVALS: For copy to:	usiness-Ad	ministrator ector Cafeteri	-	custodian [	1.017 913]] Dibratian 🗆	a/v coordina	ator Dothe	Date Date er Date	
For office use o	nly:		FACILI	TIES USE I	NVOICE				
Facilities/Equip		Cla	20 1 - E	Jees	ر وقت	<u></u>	Charges:	\$ \$ \$	- (C)
	Employed: ne sheets)		custodi	ele	LND ,		Charges:	\$ \$ \$	19/13
Othe	r (specify):		18	8			Charges:	\$ \$	cp

AP	PLICATION FOR	USE OF SCHOOL FACILI	ries				
Name of Organization BP	OF #319	To	day's Date 8 /25/11				
	ission fee be charged?	Are you requesting a waiver of facilitie If yes, attach a letter of justification add This does not include a waiver of fees f	Iressed to the Board of Education.				
Specific purpose of use:	<del></del>	. —					
Name of School Requested	JTL						
DAY(S) from — DATE(S) — t ロ- 24 - 11	o trom—H 9am +	DESCRIPT OURS—to (meeting, practice, perfo					
Facility Required:	Auditorium	Cafeteria	Gymnasium				
All-Purpose Room Swimming Pool (requires proof of certified lifeguard)	Stadium Stage Classrooms #	Kitchen/Preparation Fields (specify) Other (specify)	Kitchen/Serving				
Equipment Required: (*must  Kitchen Equipment*Stage Lighting* Scoreboard*		ol personnel)Record Player/Stereo Equip.	Piano Folding Stands Tables and/or Chairs				
The District has the right to as for these services. Your organ	ssign additional security an nization must provide a Cer	d other personnel as needed. Your org	anization will be subject to fees as co-insured as follows:				
\$ 1,000,000 Bodi. (\$500,000 minimum)	ly Injury Liability \$\$	_	oility (each occurrence)				
List at least one, but preferably being used, and who will accept	full responsibility for adher	your organization who will be present at tence to School District regulations by all	he time facilities requested are persons in attendance.				
		ress Hoto Laurei Dr.					
I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants or employees and further will hold harmless and indemnify the said School Directors, School District, and School Authority from any expenses and judgments or decrees recovered against them as a result of said use of these facilities.							
Chole Herole	-	Phot	ne (day) 730-0119				
Signature — Responsible Org		50 00 190	(eve.)				
Billing Address 4	tn. Laurel I	or ES PA 183	802				
APPROVALS: Principal	John Surm	, FIL. 41.7	Date 4/15/11				
Business Adm copy to:  Stage manager  athletic direc		Andre 9911 ad custodian □librarian □a/v coordinator	Date 9 / 15 / 11  □other Date / /				
For office use only:  Facilities/Equipment used:		ITIES USE INVOICE. Cha	arges: \$				
		Cha	ss				
Other (specify):	18	Ch:	arges: \$				

# APPLICATION FOR USE OF SCHOOL FACILITIES

	<i>/</i> 3 <i>a</i>	/	, (P) ,m.	20 211	- 10		. 0	10.11
Name of Organiza				H OFFIC	1911	_	Date <u>8</u> /	
Non-Profit?	Will an admiss	ion fee be charged	? Are you	i requesting a v	vaiver of facil	lities fees?	yes 🗆	no .
🗷 yes 🗆 no	□ yes <b>Z</b> no		If yes, a	ittach a letter o	f justification	addressed	to the Board	of Education.
	If yes, amount	<u>\$</u>	<del></del>	es not include a			aduled distric	r personnet.
Specific purpose	of use: COVL		ă.	SICC IR	<u>ll 1/2/Co.</u>	<i></i>		
Name of School F	Requested	J. T. LAM	bert				<del></del>	
I from == I <i>/6/17///</i> ,_/	DAY(S) DATE(S) — to 10/3/// _ //	/7///	m —HOURS —	The Sale of the Sa		ce, game, i	rehearsal, per	formance,)
	<del>/ / / /</del>	1100	7:00 -	8:30	Mecti	NY S	···	
[[]][[]]	21/11 /2/19	911. 119 <u>71 2</u>		-pm -			<del></del>	
1/30/12,2/	1/3//		C = 11/7/11	<u> </u>	all other d	lates		
Facility RequiredAll-Purpose Ro		Auditorium f	nue ting	Kitchen/Pro	enaration	- C 11 D	Gymnasium Kitchen/Ser	
Swimming Poo		Stage	ONLY	Fields (spe	cify)			
proof of certific		Classrooms #_		Other (spec	cify)	<u> </u>		
		operated/attended	by school personi	nel)	/C+ · · · C ·	–	_Piano	
Kitchen Equipm Stage Lighting*		Sound System Motion Picture	Projector W	Overhead I	yer/Stereo Equ Projector/Scree		Folding Sta Tables and/	
Scoreboard*		Athletic Equip		Other (spec			<del></del>	
The District has t	the right to assi	gn additional secu ation must provid	irity and other p le a Certificate o	ersonnel as ne f Insurance lis	eded. Your o	organizati SD as co-	ion will be su insured as fo	bject to fees llows:
\$	Bodily	Injury Liability	\$		erty Damage I	Liability (e	ach occurrenc	e)
(\$500,000 min	imum)		(\$500,000 mi	nimum)	Dr 4	نعف		
List at least one, b	ut preferably tw	o, responsible offi	cials of your orga	nization who w	ill be present	at the time	e facilities red	quested are
being used, and w	ho will accept fi	ull responsibility fo	or adherence to Sc	hool District re	egulations by	all persons	s in attendanc	e.
Name STEUEN	J Howloos	e	Address_ <i>[0]F</i>	KEAL LN	£-576	6		12-6756
Name Willia	m Reesc	<u></u>	Address <u> 50</u> .	Green 57	<u>- E - 571</u>	8 <u>6</u>	Phone <u>42</u>	21-38/2
Name William Resc. Address 10 Fleene Line E-5786 Phone 242-6756  Name William Resc. Address 50 Greene 57 E-5786 Phone 421-38/2  I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants or employees and further will hold harmless and indemnify the said School Directors, School District, and School Authority from any expenses and Judgments of decrees recovered against them as a result of said use of these facilities.								
	YX				P	hone (day	1570-51	7-3095 -6756
Signature — Res	ponsible Organ	nization Official				· (eve.	) <u>570-242</u>	<u>-6756</u>
Billing Address_		1						
							$\overline{}$	
APPROVALS:	Principal	1184 ACE			<u></u>		Date	<u> </u>
	<del>Jusines</del> s Admini	istrator Sh	Souder				Date 9	112/11
copy to:							•	- <del></del>
☐stage manager L	Jathletic director	r □cafeteria manag	er Unead custodi	an Lilorarian	ma/v coordina	LIOF LIOUIG	Date	
For office use o	Salve.		FACILITIES US	SE INVOICE	And the second			
a manifestation and the second section of the second section of		. ,	- mo 1	(A. Salat Coults of the season with a season of the	ty kidaga nepak a pada sampi antha an a	Charges:		gan <b>ga</b> ga wasanan sa masan sa
Facilities/Equip	ment usea:	Lass I	- mu +	(00.0)		Charges.	\$ \$	
				<del></del>			\$	
Dorsonn-1	Employed:					Charges:	\$	
1						Boo.	\$	
(anaon m							\$	
Otho	er (specify):		190 .			Charges:	\$	
Cilie	. (speeky)		:			<del></del>	\$	
hita . hainasa affi	ion nint	into rapaivable — cans	ny-school secretar	v vold⇒reane	esting organizat	ion	reference nolic	v #707 (8/02)

white therefore a pinter accounts receivable canary—school secretary wold=requesting organization

APPLICATION FOR	USE OF SCHOOL FACILITIES
Name of Organization BPOE #319  Non-Profit? Will an admission fee be charged?  X yes □ no □ yes ▷ no  If yes, amount \$	Today's Date 2 /25 / 1 Are you requesting a waiver of facilities fees? Ayes □ no If yes, attach a letter of justification addressed to the Board of Education. This does not include a waiver of fees for scheduled district personnel.
	thall Hoop Shoot
Name of School Requested	DESCRIPTION  HOURS—to (meeting, practice, game, rehearsal, performance,)  Doon games—competition
Facility Required: All-Purpose RoomSwimming Pool (requiresStage	Cafeteria Gymnasium  Kitchen/Preparation Fields (specify) Other (specify)
Equipment Required: (*must be operated/attended by school	Record Player/Stereo EquipFolding Stands
for these services. Your organization must provide a Ce	nd other personnel as needed. Your organization will be subject to fees ertificate of Insurance listing the ESASD as co-insured as follows:
(\$500,000 minimum) (\$	Property Damage Liability (each occurrence)  5500,000 minimum)
being used, and who will accept full responsibility for adher	f your organization who will be present at the time facilities requested are crence to School District regulations by all persons in attendance.
Name Clyde Henderson Add Name Add	
Use of School Facilities. Further, my organization forever School Authority, their directors, agents, employees and se event(s) conducted on the above-mentioned date(s) for whis suits, complaints, or legal proceedings of any kind brought	to Policy #707 of the East Stroudsburg Area School District concerning releases the East Stroudsburg Area School District, the East Stroudsburg ervants from all claims, actions, and charges whatsoever arising out of the ich this application is submitted. My organization will defend all actions, at against the Board of Education and any of its agents, servants or the suid School Directors, School District, and School Authority from them as a result of said use of these facilities.
Signature — Responsible Organization Official	Phone (day) <u>730-0119</u> (eve.)
Billing Address 4 Mtn. Laurel Dr.	
APPROVALS: Principal John Duran	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
copy to:    Stage manager	ead custodian  librarian  la/v coordinator  lother Date//
	Charges: \$ A
Personnel Employed:(attach time sheets)	Charges: \$
Other (specify):	Charges: \$

A	PPLICATION FOR 1	USE OF SCHOOL FAC	CILITIES
Non-Profit? Will an adı	ount \$ 10 members  15 significants  15 Early Chilehoo  15 Lewnbert	Are you requesting a waiver of If yes, attach a letter of justifica This does not include a waiver of Conference, for E	Today's Date 9/15/1/ facilities fees? yes no tion addressed to the Board of Education. of fees for scheduled district personnel. Early Childhesel Provides  CRIPTION ractice, game, rehearsal, performance,)
11/19/11 17/	19/11 -700	doo coul	ference:
Facility Required:All-Purpose RoomSwimming Pool (requiresproof of certified lifeguard)  Equipment Required: (*musKitchen Equipment*Stage Lighting*Scoreboard*	Auditorium Stadium Stage Classrooms # Approx t be operated/attended by school Sound System Motion Picture Projecto Athletic Equipment	ol personnel) 108,109,111	
for these services. Your orga	anization must provide a Cert dily Injury Liability \$	ificate of Insurance listing the I	our organization will be subject to fees  ESASD as co-insured as follows:  age Liability (each occurrence)
	pt full responsibility for adhere	our organization who will be presence to School District regulations ress 212 W Foorth Stress 212 W Karth St	sent at the time facilities requested are by all persons in attendance.  E Stba Phone #21-2711 823.
I certify that I have read, und Use of School Facilities. Fur School Authority, their direct event(s) conducted on the abo suits, complaints, or legal pro employees and further will ho	ther, my organization forever ro ors, agents, employees and serv ove-mentioned date(s) for which oceedings of any kind brought a old harmless and indemnify the s	eleases the East Stroudsburg Area cants from all claims, actions, and	strict, and School Authority from
Signature — Responsible Or Billing Address 2/2 L	ganization Official	5 stby PA 18301	Phone (day) <u>\$70 - 421 - 2711 x</u> 232 (eve.) <u>\$70 - 242 - 71526</u>
Business-Adr copy to:	<i>/</i> -	render	Date <u>9 / 7 / 11</u> Date <u>9 / 12 / 11</u> dinator □other Date/_/
		TIES USE INVOICE	Charges: \$
			Charges: \$
Other (specify):	19	2	Charges: \$

AP	PLICATION FOR U	ISE OF SCHOOL FACIL	ITIES
Name of Organization RF	DF #319	T	oday's Date 8 /25 /11
		Are you requesting a waiver of faciliti If yes, attach a letter of justification at This does not include a waiver of fees	es fees? yes ono ddressed to the Board of Education.
Specific purpose of use:	district Hoop	Shoot	
Name of School Requested	JTL		
DAY(S) from — DATE(S) — \[ \lambda - \rangle \rangle \lambda \]	io from—Ho		rion, game, rehearsal, performance,)
Facility Required:All-Purpose RoomSwimming Pool (requires proof of certified lifeguard)	AuditoriumStadiumStageClassrooms #	Cafeteria Kitchen/Preparation Fields (specify) Other (specify)	X Gymnasium Kitchen/Serving
Equipment Required: (*must  Kitchen Equipment*  Stage Lighting*  Scoreboard*	be operated/attended by schooSound SystemMotion Picture ProjectorAthletic Equipment	Record Player/Stereo Equip	
The District has the right to a for these services. Your orga	ssign additional security and nization must provide a Cert	other personnel as needed. Your orgificate of Insurance listing the ESASI	ganization will be subject to fees  D as co-insured as follows:
\$_1,000,000 Bodi (\$500,000 minimum)		Property Damage Lia	ability (each occurrence)
List at least one, but preferably being used, and who will accep	two, responsible officials of ye t full responsibility for adherer	our organization who will be present at nce to School District regulations by all	persons in attendance.
Name Clyde Hen Name	derson Addro	ess H Mtn. Laurel	Dr. Phone 730-0119 R302 Phone
Use of School Facilities. Furth School Authority, their directo event(s) conducted on the abov suits, complaints, or legal proc employees and further will hol	her, my organization forever re rs, agents, employees and serv ve-mentioned date(s) for which reedings of any kind brought a d harmless and indemnify the s	Policy #707 of the East Stroudsburg A eleases the East Stroudsburg Area Scho ants from all claims, actions, and charg this application is submitted. My orga gainst the Board of Education and any said School Directors, School District, a em as a result of said use of these facili	pol District, the East Stroudsburg ges whatsoever arising out of the unization will defend all actions, of its agents, servants or and School Authority from
Charle Hel		Pho	one (day) 730-0119
Signature — Responsible Org		- · · -	(eve.)
Billing Address 4 Mtm	Laurel Dr, E	<u>s Pa 18302</u>	
APPROVALS: Principal	John Surm	- was	Date <u>9//5/4</u>
Business Admicopy to:  □stage manager □athletic direct	<del></del>	d custodian □librarian □a/v coordinato	Date 9 / 15 / 11 r O6ther Date / /
For office use only:  Facilities/Equipment used:	PROFESSION OF SAME ASSESSMENT OF A SECURITION OF SAME ASSESSMENT OF SA	TIES USE INVOICE  CH	Sch Pol:
Personnel Employed: _ (attach time sheets) _	<u> </u>	<u> </u>	s
	193	Cl	narges: \$

EAST STROUDSBURG AREA SCHOOL DISTRICT

(valid for one year from date of application)

Name of Organization	ESNLL		Today's Date 8 / 22 / 4
opeProfit? Will an	admission fee be charged?	Are you requesting a waiver of faci	litics fees? Dyes I no addressed to the Board of Education.
12 yes □ no □ yes   If yes,	amount \$	This does not include a waiver of fe	es for scheduled district personnel.
Specific purpose of use:	Outdoor Ballace	proj tricilities Gr	rls Soft Ball floctice
Name of School Request	a Middle Smit	totield yes	· · · · · · · · · · · · · · · · · · ·
Sent 2011 0	1 24 201 Amy 16	XQUA PROCHE	es toames
1000 7	1 DUCS - 1-	of na - risc	11000
Facility Required: All-Purpose Room	Auditorium Stadium	Cafeteria : Kitchen/lareparation	Gymnasium Kitchen/Serving
Swimming Pool (requin		Fields (specify)	CAY COULD COM
Equipment Required: (*)	must be operated/attended by so	hool personnel)	Piano
Kitchen Equipment*Stage Lighting*	Sound System  Motion Picture Proj	Record Player/Stereo Eq	
Scoreboard*	Athletic Equipment	Other (specify)	·
The District has the right for these services. Your	t to assign additional security organization must provide a C	and other personnel as needed. Your Certificate of Insurance listing the ESA	organization will be subject to fees SD as co-insured as follows:
\$ <u>.</u> (\$500,000 minimum)	Bodily Injury Liability \$	Property Damage (\$500,000 minimum)	Liability (each occurrence)
List at least one, but profe	rably two, responsible officials a	of your organization who will be present terance to School District regulations by	at the time facilities requested are all persons in attendance.
	cheroA	ddress 1330 Resica Falls Rd C	Acc Phone 807-1373
Name	<del></del>	ddress	Phone
Use of School Facilities.	Further, my organization forewa	e to Policy #7.07 of the East Stroudsburg er releases the East Stroudsburg Aroa Sc	chool District, the East Stroudsburg
School Authority, their di	rectors, agents, employees and a above-mentioned date(s) for w	servants from all claims, actions, and ch hich this application is submitted. My o	arges whatsoever arising out of the reanization will defend all actions.
suits, complaints, or legal	proceedings of any kind broug	ht against the Bourd of Education and a	ny of its agents, servants or
cmptoyees.and juriner will any expenses and judgme	u nota narmiess and indenintly i nts or decfees recovered agains	the said School Directors, School District A them as a result of said use of these fac	zilities.
X ( I build	Coker:	· · .	hone (day) 570-247-047/
Signature — Responsible			(cve.)
Billing Address 5	Northpack Esta	tes East Stoutsburg	P.A. 18302
APPROVALS: Principal	the the		Date 8 /28/11
Business	Administrator		Datc / /
copy to:  Ustage manager : Dathletic	director Deufeteria manager .	head custodian Olibrarian Oa/v coordin	ator Dother Date / /
		and a service of the	
Facilities/Equipment us	ed: Ocos 1-	mo Leon	Charges: \$
			\$
Personnel Employ		· .	Charges: \$
(attach time sheet			\$
		1921	<u>\$</u>
Other (special	(y):	11.7.	Charges: \$
uhita-shucinaer office nink		whool secretary—vold=requesting organize	tion reference policy #707 (8/02)

reference policy #707 (8/02)

EAST STROUDSBURG AREA SCHOOL DISTRICT

(valid for one year from date of application)

AP	PLICATION FOR U	ISE OF SCHOOL FA	CILITIES	
Name of Organization 6	ir 1 Scout - Dous	Troop 50688	Today's Date_	7/24/11
Non-Profit? Will an admi  ✓ yes ☐ no  ☐ yes ☑ no  If yes, amoun		Are you requesting a waiver of If yes, attach a letter of justifica This does not include a waiver	ition addressed to the	Board of Education.
Specific purpose of use:	r1 Scout Meet	ings		
Name of School Requested	27.4	DES OURS—to (meeting, p	CRIPTION practice, game, rehear weekly mee	
Facility Required:  All-Purpose Room Swimming Pool (requires proof of certified lifeguard)	Auditorium Stadium Stage Classrooms #	Cafeteria Kitchen/Preparation Fields (specify) Other (specify)		nnasium hen/Serving
Equipment Required: (*must  Kitchen Equipment*Stage Lighting*Scoreboard*	be operated/attended by school Sound System Motion Picture Projecto Athletic Equipment	None Record Player/Stere Overhead Projector/ Other (specify)	Screen Tab	ling Stands les and/or Chairs
for these services. Your organ  \$ Bodi  (\$500,000 minimum)	nization must provide a Cert ly Injury Liability \$ (\$50	00,000 minimum)	nage Liability (each or	ccurrence)
haina waad aad wha will accept	r full recognishility for adhere	our organization who will be pronce to School District regulation	s by an persons in at	tenuance.
Name Ori assu	Addi Addi	ess 15 Poplar Bridge 8	Ph	ione <u>570-223-128</u>
I certify that I have read, under Use of School Facilities. Furth School Authority, their director event(s) conducted on the above suits, complaints, or legal procupility will hold	rstand, and agree to adhere to her, my organization forever r rs, agents, employees and serv ve-mentioned date(s) for which teedings of any kind brought of the harmless and indemnify the	o Policy #707 of the East Strouds eleases the East Stroudsburg Arc yants from all claims, actions, an h this application is submitted. A against the Board of Education a said School Directors, School D tem as a result of said use of thes	sburg Area School Di ea School District, th nd charges whatsoeve My organization will and any of its agents, histrict, and School A	istrict concerning he East Stroudsburg or arising out of the defend all actions, servants or
Signature – Responsible Or			Phone (day) <u>57</u> (eve.)	2857-285
Billing Address		<del></del>		
LINDROVALGE District	m I Mi Vi		Da	ite 124111
APPROVALS: Principal Business Adm		mari		ite <u>F   3/  /1</u>
copy to:  ☐stage manager ☐athletic direction	etor Cafeteria manager Ches	ad custodian □librarian □a/v coo	ordinator □other Da	ite/
For office use only:  Facilities/Equipment used:	Class 1-m	TITES USE INVOICE	Charges: \$ \$	
Personnel Employed: _ (attach time sheets) _			Charges: \$\$	
Other (specify):	10	15		

#### APPLICATION FOR USE OF SCHOOL FACILITIES Name of Organization State Representative Rosemary M. Brown Today's Date 9 Will an admission fee be charged? Non-Profit? Are you requesting a waiver of facilities fees? yes no ☐ yes ☐ no □ ves □ no If yes, attach a letter of justification addressed to the Board of Education. This does not include a waiver of fees for scheduled district personnel. If yes, amount \$ Specific purpose of use: PHEAA (Pennsylvania Higher Education Asst. Agency) For parents + Students Name of School Requested E Stroud strung HS South / to better understand the process of applying DAY(S) from — DATE(S) — to from — HOURS — to (meeting, practice, game, rehearsal, performance,...) Sat. Jan. 14, 2012 Sat Jan 14, 2012 9:30 Am 2:30 PM Seminar With aucstion & answer period Facility Required: Auditorium Cafeteria Gymnasium All-Purpose Room Stadium Kitchen/Preparation Kitchen/Serving Swimming Pool (requires Stage Fields (specify) proof of certified lifeguard) Classrooms #\_ Other (specify) Equipment Required: (\*must be operated/attended by school personnel) Piano Kitchen Equipment\* Sound System Record Player/Stereo Equip. Folding Stands Stage Lighting\* Motion Picture Projector Overhead Projector/Screen Tables and/or Chairs Scoreboard\* Athletic Equipment TOther (specify) PODIUM & MK COTHORS The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services. Your organization must provide a Certificate of Insurance listing the ESASD as co-insured as follows: Bodily Injury Liability Property Damage Liability (each occurrence) (\$500,000 minimum) (\$500,000 minimum) List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used, and who will accept full responsibility for adherence to School District regulations by all persons in attendance. Name Linda Meg lid Address P.O. Box 869 Harshalls Creek PA Phone 570-420-8301 Address P.O. Box 869 Harshalls Creek PA Phone 570-420-8301 I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants or employees and further will hold harmless and indemnify the said School Directors, School District, and School Authority from any expanses and judgments/of decrees recovered against them as a result of said use of these facilities. Phone (day) 570-420-8301 Signature — Responsible Organization Official (eve.) Billing Address RR 5 Box 5221 (Rt. 209) E Stroud Sturg PA 18301 APPROVALS: Principal Business Administrator Date □stage manager □athletic director □cafeteria manager □head custodian □librarian □a/v coordinator □other Date FACILITIES USE INVOICE For office use only: Facilities/Equipment used: e assess Personnel Employed: (attach time sheets) Other (specify): Charges: \$

APPLICATI	ON FOR USE OF SCHO	OL FACILITIES
	ANCE THEATRE, I	
Non-Profit? Will an admission fee be cl x yes □ no If yes, amount \$ 20	If yes, <del>aftach a letter</del> This does not include	waiver of facilities fees?  ves proposed no of justification addressed to the Board of Education. e a waiver of fees for scheduled district personnel.
Specific purpose of use: NUTCRACE		
Name of School Requested <u>EAST STR</u>	oui)986/6 HIGH School	,
DAY(S)  from — DATE(S) — to  LAAD IN SCANCEY SURDY NOV. 74		DESCRIPTION  (meeting, practice, game, rehearsal, performance,)  TBY MIKE SILVOY ARRAMADIA
ADDING LIGHTS WITH MIKE SLE TECHNICAL REHEARCH WEDNESS	NOY DURING WEEK-ON	4 MIKE & TECH. DIKE COR (STAGGING MONLY WISTAGE CASTACREW 6300
TRISS RETHEARSALTRIDAY	NOVIDS CASTACRET	U (0:30PM- 11:00 COU ) CCAST
	SO 4 7 30 PM SU NOAY K	Preparation Cymnasium Kitchen/Serving
Swimming Pool (requires Stage		
proof of certified lifeguard)Classroo	oms #Other (sp	SILVOY WILL WORK WITH US - OF
Equipment Required: (*must be operated/atto Kitchen Equipment*  X Stage Lighting*  Motion	SystemRecord Pl	layer/Stereo Equip. Folding Stands Projector/Screen Tables and/or Chairs
	EquipmentOther (sp	
The District has the right to assign additions for these services. Your organization must		eeded. Your organization will be subject to fees string the ESASD as co-insured as follows:
\$Bodily Injury Liabili	•	perty Damage Liability (each occurrence)
(\$500,000 minimum)	` ` `	will be present at the time facilities requested are
being used, and who will accept full responsib		regulations by all persons in attendance.
Name SALLY KAY NOTARA Name	Address POBOX 36	8 STAN Hope NJ Phone 9 73-347-62 07874 Phone 570-411-107
Use of School Facilities. Further, my organiz School Authority, their directors, agents, emp	ation forever releases the East Stroud loyees and servants from all claims, a ate(s) for which this application is sub kind brought against the Board of Ea indemnify the said School Directors,	School District, and School Authority from
Jace Kay not	aca Procedust	Phone (day) 973-3 47-6229
Signature — Responsible Organization Offi Billing Address DOBOX 36		374 (eve.) OR 576421-1076
N A	<del>1</del>	(201
APPROVALS: Principal	2htankin	Date V N 1 1 2
copy to:  Susiness Administrator  Copy to:  Co		Date 4 / / //  Date 7 / / //  Da/v coordinator Date / /
For office use only:	FACILITIES USE INVOICE	
Facilities/Equipment used:	3- facility	Charges: \$
	est Jenous	De assessed \$
Personnel Employed:		Charges: \$
(attach time sheets)		
Other (specify):	197	Charges: \$

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Date of Batch: 9/13/2011 Batch Totals User ID: KJK C: Re-entry date: 2,119,346.00 2,119 Re-entry User ID:
21013
Batch number: 21013

BA-0159 W THIS BATCH OF TRANSACTIONS IS FOR THE PRIOR FISCAL YEAR 6/30/2011 Closing date:

# DK Budget Transfers for 6/30/2011 June 30, 2011

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Page: 3 ID: AC1290	(continued)	Refer -ence	INNTR	
Page: ID:	(cont	Amount	19,000.00	2,119,346.00 2,119,346.00
				Total: Debits: Credits:
ool District EDIT	/30/2011	Description		82 Transactions 0 Unbalanced references
East Stroudsburg Area School District BUDGET TRANSFERS EDIT	Budget Transfers for 6/30/2011 June 30, 2011	Account title	ı	82 Transact 0 Unbalanc
001	DR	Refer -ence Account number	INNTR 10-5100-911-001-00-00-99	
Sep 13, 2011		Date	6/30/201	

East Stroudsburg Area School District BUDGET TRANSFERS EDIT 001

BATCH INFORMATION Batch number: 21013 Date of Batch: 9/13/2011 О Р ----- K N D

1001 

Number of Transactions:

82

Total:

Ø OTAL H FUND

2,119,346.00 Debit Description GENERAL FUND Fund 00010

Credit
2,119,346.00
2,119,346.00

201

East Stroudsburg Area School District BUDGET TRANSFERS EDIT	
100	

Sep 13, 2011

1 1 1 1 1			Credit	2,119,346.00 2,119,346.00
END OF JOB INFORMATION	88		Debit	1 1
INFORMA	Number of Transactions:	FUND TOTALS		
F JOB	Number	FUND		 
	Journals ors: 0 errors: 1		Description	GENERAL FUND
	Number of Jou With errors: Without erro Total:		Fund	00010

End of Report - 12.42.06

		LIST OF PAYMENTS	ID: AC0462
Bank: 11 F	PNC Bank (Co Check	oncentration)	
Check no.	Date	Vendor name and comment	Amount
188768	8/03/2011	MICHELLE ARNOLD  JMH, PRIN., CERT/N-INSTR.CONF.	85.68
188769	8/03/2011	BEST BLANKS TECH.ED., EHS, SUPPLIES	625.17
188770	8/03/2011	BRODHEAD GARRETT TECH.ED., JTL, 6TH, BID SUPPLIES	2,134.55
188771	8/03/2011	JOHN BURRUS SMI, PRIN., IN-DISTRICT MILEAGE	111.28
188772	8/03/2011	DONNA LEHMANN-DEMING STAFF DEV., ELEM, CONF (Teachers)	168.53
188773	8/03/2011	SUSAN EDEN GIFTED, ELEM, MILEAGE	18.36
188774	8/03/2011	KING, SPRY, HERMAN, FREUND & FAUL, LLC LEGAL SVCS., NON-RETAINER	1,784.00
188775	8/03/2011	GINA D. LABADIE TRANSP, CONTR DRIVER, SPEC EDUC	1,549.80
188776	8/03/2011	SHARON LAVERDURE SUPT., MILEAGE	9.99
188777	8/03/2011	PA ASSOC ELEM./SEC. SCHOOL PRINCIPALS EHS,PRIN.,DUES & FEES	1,050.00
188778	8/03/2011	PENNSYLVANIA VIRTUAL CHARTER SCHOOL CURRICULUM, CHARTER SCHOOLS	29,998.27
188779	8/03/2011	PASCO SCIENTIFIC SCIENCE, EHN, SUPPLIES	1,475.00
188780	8/03/2011	PAXTON/PATTERSON LLC TECH.ED., EHN, BID SUPPLIES	146.75
188781	8/03/2011	PCI EDUCATIONAL PUBLISHING SPEC.ED.LIFE SKILLS, TEXTBOOKS	37.85
188782	8/03/2011	PEARSON EDUCATION MUSIC, VOCAL, EHS, BOOKS/PERIODIC	553.57
188783	8/03/2011	PETTY CASH HS SOUTH EHS, PRIN., GENERAL SUPPLIES	14.29
	8/03/2011	PLAK SMACKER DENTAL, DISTRICT, SUPPLIES	632.82
188785	8/03/2011	QUILL CORPORATION LEARN.SUP., ELEM, SUPPLIES	569.64
188786	8/03/2011	RAND MCNALLY SOC.STUDIES, JTL, BOOKS/PERIODIC	345.53
188787	8/03/2011	READ NATURALLY RES, INSTR, SUPPLIES	125.40
188788	8/03/2011	REALITYWORKS, INC. F&CS,EHN,SUPPLIES	893.80
188789	8/03/2011	REALLY GOOD STUFF INC. MSE, INSTR., SUPPLIES	4,616.18
188790	8/03/2011	RESERVE ACCOUNT BUSINESS OFFICE, POSTAGE	2,000.00
188791	8/03/2011	ROGERS ATHLETIC GEN.ATHL.,EHN,SUPPLIES	944.00

Bank: 11 I	PNC Bank (Co Check	oncentration)	
Check no.	Date	Vendor name and comment	Amount
188792	8/03/2011	RUGG'S RECOMMENDATIONS GUIDANCE, EHS, SOFTWARE/VIDEOS	72.00
188793	8/03/2011	WILLIAM SADLIER INC ENGLISH, EHN, BOOKS/PERIODICALS	2,422.86
188794	8/03/2011	LISANDRA SANTIAGO TRANSPORTATION, PARENT TRANSPOR	621.60
188795	8/03/2011	SCHOOL CLAIMS-ASSURANT SUSPENSE ACCT., LTD INSURANCE	8,274.07
188796	8/03/2011	SCHOOL CLAIMS-ASSURANT SUSPENSE ACCT., LIFE INSURANCE	11,918.05
188797	8/03/2011	SCHOOL HEALTH ALERT MEDICAL, JTL, BOOKS/PERIODICALS	44.00
188798	8/03/2011	SCHOOL SPECIALTY ESE, INSTR, BID SUPPLIES	3,009.43
188799	8/03/2011	SCHOOL SPECIALTY EHN, INSTR, BID SUPPLIES	1,923.53
188800	8/03/2011	DESIREE SELINSKI TRANSPORTATION, PARENT TRANSPOR	768.93
188801	8/03/2011	SEVEN GENERATIONS CHARTER SCHOOL CURRICULUM, CHARTER SCHOOLS	2,374.66
188802	8/03/2011	JAMES F. SHEAROUSE GEN.MAINT., IN-DISTRICT MILEAGE	87.69
188803	8/03/2011	SIMPLEX SIGNS & SERVICE GEN.ATHL., EHN, SUPPLIES	1,158.00
188804	8/03/2011	JULIE SLACK TL.I, MILEAGE	198.14
188805	8/03/2011	STANDARD STATIONERY SUPPLY EHN, INSTR, BID SUPPLIES	1,891.63
188806	8/03/2011	SUPER-DUPER PUBLICATIONS SPEECH/LANG., ELEM, SUPPLIES	248.84
188807	8/03/2011	TAPE AND MEDIA.COM LLC JTL,6TH,SOFTWARE/VIDEOS	338.34
188808	8/03/2011	TEACHER CREATED RESOURCES ESL, RES, BOOKS/PERIODICALS	126.43
188809	8/03/2011	TEACHER'S DISCOVERY FOR.LANG., EHS, BOOKS/PERIODICAL	805.88
188810	8/03/2011	TEACHSCAPE INC. CURRICULUM, ELEM, SOFTWARE/VIDEO	4,800.00
188811	8/03/2011	TELVENT DTN INC. ADMIN.SYS., TECH SUPPLIES	774.00
188812	8/03/2011	TIDMORE FLAGS EHN, PRIN., GENERAL SUPPLIES	467.80
188813	8/03/2011	TRIUMPH LEARNING LLC  IST, ELEM., BOOKS/PERIODICALS	358.20
188814	8/03/2011	OLIVER K. TROJAK ITEC, IN-DISTRICT MILEAGE	40.79
188815	8/03/2011	TSA CONSULTING GROUP, INC. BUSINESS OFFICE, PROF. CONTR. SVC	630.00

Page: 3 ID: AC0462

Bank: 11 F	PNC Bank (Co Check	oncentration)	
Check no.	Date	Vendor name and comment	Amount
188816	8/03/2011	ULINE	173.17
	•	RES, PRIN., GENERAL SUPPLIES	
188817	8/03/2011		618.25
		DENTAL, DISTRICT, SUPPLIES	
	8/03/2011		
	8/03/2011	CHECK VOIDED	
	8/03/2011	CHECK VOIDED	
188821	8/03/2011	WILLIAM K YOUNG	66.60
		GEN.MAINT., IN-DISTRICT MILEAGE	
188822	8/03/2011	EAST STROUDSBURG	115.75
		School Service Personnel Dues	
188823	8/03/2011	CHAPTER 13 TRUSTEE	247.98
		Miscellaneous Deductions	
188824	8/03/2011	ED FOUNDATION OF ES/GENERAL FUND	20.00
		EDUC. FOUNDATION DEDUCTIONS	
188825	8/03/2011	ED FOUNDATION OF ES/SCHOLARSHIP FUND	13.00
		EDUC. FOUNDATION DEDUCTIONS	
188826	8/03/2011	HAB-DLT (ER)	101.84
	- / /	Miscellaneous Deductions	
188827	8/03/2011	NYSCSPC (NEW YORK STATE CHILD SUPPORT	300.64
	0/00/0044	Miscellaneous Deductions	
188828	8/03/2011	PENNSYLVANIA HIGHER EDUCATION AGENCY	771.55
100000	0/00/0011	Miscellaneous Deductions	407.00
188829	8/03/2011		137.28
100020	0/02/0011	Miscellaneous Deductions	450 45
188830	8/03/2011		479.47
100021	8/03/2011	Miscellaneous Deductions	202 22
188831	0/03/2011	UNITED STATES TREASURY	200.00
188832	8/11/2011	Miscellaneous Deductions	25 064 00
100032	9/11/2011	•	35,964.00
188833	8/11/2011	GEN.ATHL., EHS, STUDENT INS. ACHIEVEMENT PRODUCTS	180 22
100033	0/11/2011	BES, INSTR., SUPPLIES	189.22
100021	8/11/2011	ACORN NATURALISTS	412.06
100034	0/11/2011	PPL, PROJECT EARTH GRANT, SUPPLY	412.06
188835	8/11/2011	ACTION LIFT, INC.	1,270.20
100033	0/11/2011	EHN, CUST., CONTR. PROPERTY SERV.	1,270.20
188836	8/11/2011	ADVANCED MANAGEMENT SOFTWARE, LLC	4,000.00
100020	0/11/2011	TRANSPORTATION, CONT. MAINT.	4,000.00
188837	8/11/2011	ALLEGHENY INTERMEDIATE UNIT	802.25
100037	0/11/2011	CURRICULUM, CHARTER SCHOOLS	002.23
188838	8/11/2011	AMSCO SCHOOL PUBLICATIONS	157.94
100000	0/11/2011	FOR.LANG., EHS, BOOKS/PERIODICAL	137.31
188839	8/11/2011	AMSTERDAM	392.26
20000	0, 11, 2011	LIS, PRIN., GENERAL SUPPLIES	5,21,20
188840	8/11/2011	ANTHEM SPORTS LLC	556.28
	-,, <b></b>	GEN.ATHLETICS, JTL, SUPPLIES	<b>-</b>
188841	8/11/2011	APPLE COMPUTER, INC.	2,241.60
<del>-</del>		ITEC, TECH SUPPLIES	•
		•	

Bank: 1	l PNC Bank (Co	ncentration)	
Check n	Check Date	Vendor name and comment	Amount
1888	42 8/11/2011	ASBO INTERNATIONAL ITEC, DUES & FEES	190.00
1888	43 8/11/2011	ASSOCIATION FOR SUPERVISION MSE, PRIN., DUES & FEES	154.00
1888	44 8/11/2011	ASPEN PEST SERVICES, LLC EHN, CUST., EXTERMINATION SERV.	640.64
1888	45 8/11/2011	AWARD COMPANY OF AMERICA SUPT., GEN. SUPPLIES	308.90
1888	46 8/11/2011	B & H PHOTO AND VIDEO TECH.ED., EHN, SUPPLIES	2,183.79
1888	47 8/11/2011	BANKS' VACUUM SALES AND SERVICE JMH, CUST., SUPPLIES	1,936.27
1888	48 8/11/2011	BARRON'S EDUCATIONAL SERIES, INC. GUIDANCE, EHS, BOOKS/PERIODICAL	84.97
1888		BECKER'S SCHOOL SUPPLIES LIFE SKILLS, ELEM, SUPPLIES	680.05
1888	• •	ERIC BELL SEPTIC SYSTEMS, INC. SEWER PLANT, DISPOSAL SERVICES	1,550.00
1888	• •	BENCHMARK EDUCATION COMPANY BES, INSTR, BOOKS/PERIODICALS	310.20
1888		BENCO DENTAL CO. DENTAL, DISTRICT, SUPPLIES	1,722.22
1888		BERKELEY INDUSTRIAL SPECIALTIES, INC. TRANSPORTATION, REPAIRS & PARTS	264.64
1888	• •	CHANNING L. BETE CO. INC. GUIDANCE, SMI, BOOKS/PERIODICALS	152.50
1888		BETHLEHEM SPORTING GOODS NORTH BASKETBALL, GIRLS, EHN, BID SUPPL	372.90
1888		BLACKBOARD CONNECT INC. ADMIN.SYS., TECH SUPPLIES	20,025.00
1888		DICK BLICK ART, EHN, SUPPLIES	7,252.96
1888		BMI EDUCATIONAL SERVICES BES, INSTR, BOOKS/PERIODICALS	400.46
1888		BRIAN BOROSH ITEC, IN-DISTRICT MILEAGE	43.40
1888		BOULDEN PUBLISHING GUIDANCE, ESE, BOOKS/PERIODICALS BRAIN POP	74.90 1,780.00
1888		SMI, INSTR, SOFTWARE/VIDEOS BRIDGES TRANSITIONS COMPANY	925.00
1888		GUIDANCE, EHS, SOFTWARE/VIDEOS BRODHEAD GARRETT	11.84
1888		TECH.ED., EHN, BID SUPPLIES BROOKES PUBLISHING COMPANY	36.44
1888		IST, ELEM., BOOKS/PERIODICALS CAMBIUM LEARNING, INC.	1,381.00
	- , ,	LEARN.SUP., INT., BOOKS/PERIOD.	

Page: LIST OF PAYMENTS ID: AC0462 Bank: 11 PNC Bank (Concentration) Check Check no. Vendor name and comment Date Amount \_\_\_\_\_\_ CANFIELD'S PET AND FARM 394.67

188866 8/11/2011 GEN.MAINT., EHS, SUPPLIES 188867 8/11/2011 CARBON LEHIGH IU #21 5,803.00 IDEA RECOVERY, N-ESASD, TUITION 188868 8/11/2011 CAROLINA BIOLOGICAL SUPPLY COMPANY 39.90 SCIENCE, EHS, SUPPLIES 188869 8/11/2011 BWP CARQUEST AUTO PARTS 228.62 TRANSPORTATION, REPAIRS & PARTS 8/11/2011 188870 CCP INDUSTRIES INC. 3,449.60 EHS, CUST., BID SUPPLIES 8/11/2011 CENTRAL PENN GAS, INC. 188871 1,344.50 EHS, CUST., NATURAL GAS 8/11/2011 188872 CHECK VOIDED 188873 8/11/2011 CEV PATHWAYS FOR CAREER SUCCESS 1,503.00 BUSINESS ED., EHN, SOFTWARE/VID. 188874 8/11/2011 CHARACTER DEVELOPMENT 30.48 GUIDANCE, BES, SUPPLIES 188875 8/11/2011 CHECKMASTER AGENCY 179.50 BUSINESS OFFICE, PROPERTY SVC. 8/11/2011 188876 COLLEGE BOARD PUBLICATIONS 290.24 GUIDANCE, EHS, BOOKS/PERIODICAL 188877 8/11/2011 COLLINS SPORTS MEDICINE 82.68 ATHL.TRAINER, JTL, BID SUPPLIES 8/11/2011 188878 COLONIAL INTERMEDIATE UNIT 20 2,796.96 COL.IU20.ALT.ED.REG.ED.SEC. 8/11/2011 188879 COMMONWEALTH OF PENNSYLVANIA 1,122.00 EHS, CUST., PROPERTY SERVICE 8/11/2011 188880 COMMONWEALTH OF PENNSYLVANIA 100.00 MAINT., EHN, PROPERTY SERVICE 8/11/2011 188881 COMMONWEALTH OF PENNSYLVANIA 65.00 MAINT., MSE, PROPERTY SERVICE 8/11/2011 188882 COMMONWEALTH OF PENNSYLVANIA 100.00 GEN.MAINT., RES, CONTRACT SVCS 188883 8/11/2011 COMPUTER DISCOUNT WAREHOUSE 168.64 JTL, INSTR, TECH SUPPLIES 8/11/2011 188884 THE CONTINENTAL PRESS, INC. 431.20 JMH, PRIN., GENERAL SUPPLIES 188885 8/11/2011 CONTRACT PAPER GROUP, INC 21,613.20 EHS, INSTR, BID SUPPLIES 188886 8/11/2011 COUNCIL FOR EXCEPTIONAL CHILDREN 211.00 PUPIL SVCS, INT., DUES & FEES 188887 8/11/2011 491.35 CRAMER'S HOME CENTER SMI, CUST., SUPPLIES 8/11/2011 188888 CULTURAL ASSISTANCE PRODUCTS 142.13 EHS, INSTR, SUPPLIES 188889 8/11/2011 CURRICULUM ASSOCIATES, INC. 428.45 MSE, PRIN., BOOKS/PERIODICALS 188890 8/11/2011 DEMCO INC 68.13 LIBRARY, MSE, SUPPLIES

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Check no.	Date	Vendor name and comment	Amount
188891	8/11/2011	EPS/SCHOOL SPECIALTY LITERACY & ESE, INSTR, BOOKS/PERIODICALS	1,750.00
188892	8/11/2011	EXELON ENERGY COMPANY JTL, CUST., ELECTRIC	12,585.57
188893	8/11/2011	EXELON ENERGY COMPANY EHN, CUST., ELECTRIC	25,830.40
188894	8/11/2011	EXTRA PACKAGING CORP. ESE, INSTR, SUPPLIES	1,216.00
188895	8/11/2011	FISHER SCIENTIFIC SCIENCE, EHS, SUPPLIES	415.82
188896	8/11/2011	FLAGHOUSE INC. PHYS.ED., EHN, SUPPLIES	211.51
188897	8/11/2011	FRANTZ'S TOUCH OF COLOR GEN.MAINT., BES, SUPPLIES	50.49
188898	8/11/2011	FREE SPIRIT GUIDANCE, JTL, BOOKS/PERIODICALS	12.95
188899	8/11/2011	FRIEDMAN ELECTRIC SUPPLY CO. INC. GEN.MAINT., SEC., SUPPLIES	1,140.92
188900	8/11/2011	FRIEDMAN ELECTRIC SUPPLY CO. INC. GEN.MAINT., SEC., SUPPLIES	1,121.25
188901	8/11/2011	GLOBAL EQUIPMENT  MSE, CUST., SUPPLIES	463.80
188902	8/11/2011	GMRS OUTLET ATHL.TRAINER, EHN, SUPPLIES	2,370.74
188903	8/11/2011	GOPHER PHYS.ED., SMI, SUPPLIES	513.52
188904	8/11/2011	GUILFORD PRESS IST, ELEM., BOOKS/PERIODICALS	30.00
188905	8/11/2011	HAAN CRAFTS F&CS, LIS, SUPPLIES	151.80
188906	8/11/2011	DOUGLAS HAFLER GEN.MAINT., CONFERENCES	40.00
188907	8/11/2011	HAJOCA CORPORATION GEN.MAINT., SEC., SUPPLIES	1,105.48
188908	8/11/2011	LOIS HALTERMAN REFUND OF PRIOR YEAR REVENUE	644.15
188909	8/11/2011	HARRIS SCHOOL SOLUTIONS SPECIAL PROJECTS, TECH SUPPLIES	2,200.00
188910	8/11/2011	HAYES SCHOOL PUBLISHING CO., INC. ESE, PRIN., GENERAL SUPPLIES	61.07
188911	8/11/2011	RKR HESS ASSOCIATES, INC. GEN.MAINT., SEC., PROPERTY SVCS	1,051.64
188912	8/11/2011	HOME DEPOT CREDIT SERVICE GEN.MAINT., ELEM., SUPPLIES	977.60
188913	8/11/2011	HOME DEPOT CREDIT SERVICE GEN.MAINT., SEC., SUPPLIES	3,074.57
188914	8/11/2011	HOME DEPOT CREDIT SERVICE GEN.MAINT., ELEM., SUPPLIES	126.47

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GUIDANCE, BES, SUPPLIES

153.71

188938 8/11/2011 MARCO PRODUCTS, INC.

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188963	8/11/2011	THE PERFECTION LEARNING COMPANY BES, INSTR, BOOKS/PERIODICALS	178.20
188964	8/11/2011	PERIPOLE BERGERALT INC. MUSIC, VOCAL, SMI, SUPPLIES	229.00
188965	8/11/2011	PORTS PETROLEUM CO. INC. BES, CUST., HEATING OIL	29,246.80
188966	8/11/2011	PORTS PETROLEUM CO. INC. TRANSPORTATION, SOUTH, DIESEL	17,076.86
188967	8/11/2011	POSITIVE PROMOTIONS EHS, INSTR, SUPPLIES	657.75
188968	8/11/2011	PP&L EHS, CUST., ELECTRIC	41.88
188969	8/11/2011	PRIMARY CONCEPTS BES, INSTR, BOOKS/PERIODICALS	190.40
188970	8/11/2011	PRO-ED LIFE SKILLS, ELEM, SUPPLIES	205.70
188971	8/11/2011	PSERS TRANSPORTATION, RETIREMENT	108.18
188972	8/11/2011	PSERS EHS, INST, RETIREMENT	630.75
188973	8/11/2011	PYRAMID SCHOOL PRODUCTS MSE, INSTR, BID SUPPLIES	7,657.67
188974	8/11/2011	QUILL CORPORATION LIS, INSTR, TECH. SOFTWARE/SUPPLY	3,378.55
188975	8/11/2011	QUILL CORPORATION ITEC,GENERAL SUPPLIES	183.06
188976	8/11/2011	READING SCHOOL DISTRICT 3RD.PART/EMOT.SUP/PUBLIC/TUITI	1,120.00
188977	8/11/2011	REALLY GOOD STUFF INC. MSE, INSTR., SUPPLIES	565.67
188978	8/11/2011	RHOADS & SINON LLP LEGAL SVCS.,NON-RETAINER	8,997.45
188979	8/11/2011	S & W CRAFTS INC. TECH.ED., LIS, SUPPLIES	770.66
188980	8/11/2011	SAFETY KLEEN TRANSPORTATION, GASOLINE/OIL	303.98
188981	8/11/2011	SALISBURY TOWNSHIP SCHOOL DISTRICT 3RD.PART/EMOT.SUP/PUBLIC/TUITI	1,941.72
188982	8/11/2011	SCHOLASTIC INC.  JMH, INSTR, BOOKS/PERIODICALS	359.84
188983	8/11/2011	SCHOOL HEALTH CORPORATION RES, CUST., SUPPLIES	3,394.92
188984	8/11/2011	SCHOOL NURSE SUPPLY INC. MEDICAL, EHS, SUPPLIES/FIRST AID	584.58
188985	8/11/2011	SCHOOL SPECIALTY  JMH, INSTR, SUPPLIES	2,242.60
188986	8/11/2011	SCHOOL SPECIALTY MATH, LIS, SUPPLIES	3,585.18

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188987	8/11/2011	SCHOOL SPECIALTY GUIDANCE, JMH, SUPPLIES	178.73
188988	8/11/2011	SCOTT ELECTRIC A/V,EHN,GENERAL SUPPLIES	645.80
188989	8/11/2011	SHAWNEE ACADEMY, LTD. LEARN.SUP., ELEM, NON-ESASD@SHAW	4,067.00
188990	8/11/2011	S.O.A.R. LEARNING INC. ENGLISH, EHS, BOOKS/PERIODICALS	673.75
188991	8/11/2011	SOCIAL STUDIES SCHOOL SERVICE PHYS.ED., EHN, SUPPLIES	189.73
188992	8/11/2011	SPORT SUPPLY GROUP, INC. WRESTLING, EHN, BID SUPPLIES	371.59
188993	8/11/2011	SPRING HILL LASER TAX COLLECTION, PRINTING/BIND.	9,643.55
188994	8/11/2011	STANDARD STATIONERY SUPPLY LIS, INSTR, BID SUPPLIES	765.43
188995	8/11/2011	STEPS 2 LITERACY BES, INSTR, BOOKS/PERIODICALS	273.83
188996	8/11/2011	SUCCESS BY DESIGN INC. LIS, PRIN., GENERAL SUPPLIES	2,772.00
188997	8/11/2011	SUPERIOR PLUS CONSTRUCTION PRODUCTS CORP GEN.MAINT., SEC., SUPPLIES	401.64
188998	8/11/2011	SUSQ-CYBER CHARTER SCHOOL SPEC.ED., DIST., CHARTER SCHOOLS	391.25
188999	8/11/2011	SWOREN'S TRANSMISSION & AUTO GEN.MAINT., PROPERTY SERVICES	65.90
189000	8/11/2011	CHECK VOIDED	
189001	8/11/2011	UGI ENERGY SERVICES, INC. EHS, CUST., NATURAL GAS	2,895.49
189002	8/11/2011	WILKES BARRE BEHAVIORAL HOSPITAL CO., LLC E.BURG.ELEM.EMOT.SUP. (BEACON)	900.00
189003	8/11/2011	WOLVERINE SPORTS CROSS COUNTRY, EHS, SUPPLIES	493.52
189004	8/11/2011	WRS GROUP, LTD. PHYS.ED.,SMI,SUPPLIES	227.55
189005	8/11/2011	XEROX CORPORATION wrr558597	2,882.39
189006	8/11/2011	XEROX CORPORATION MTC019728	7,339.15
189007	8/11/2011	XEROX CORPORATION WEW101444	3,345.45
189008	8/11/2011	XEROX CORPORATION BUSINESS OFFICE, GEN. SUPPLIES	5,715.16
189009	8/11/2011	XEROX CORPORATION COLOR COPIES	59.80
189010	8/11/2011	YOUNG'S MEDICAL EQUIPMENT, INC SMI,5TH,SUPPLIES	370.00
189011	8/11/2011	STATE OF NEW JERSEY GROSS INC TAX-NJ 500 NJ State Taxes	712.31

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189012	8/17/2011	ACTION PUBLISHING INC. ENGLISH, EHS, BOOKS/PERIODICALS	1,035.33
189013	8/17/2011	ALLIED PRODUCTS EHS, CUST., SUPPLIES	176.00
189014	8/17/2011	SUSAN ANDREWS F&CS, LIS, TUITION REIMBURSEMENT	95.00
189015	8/17/2011	KYLE BENTZONI MSE, CUST., IN-DISTRICT MILEAGE	14.43
189016	8/17/2011	DICK BLICK ART, LIS, SUPPLIES	2,708.77
189017	8/17/2011	BRITE CLEANERS BAND, EHS, PROPERTY SERVICE	801.15
189018	8/17/2011	JOHN BURRUS SMI, PRIN., TUITION REIMB.	387.00
189019	8/17/2011	CALLOWAY HOUSE, INC. MSE, INSTR., SUPPLIES	540.34
189020	8/17/2011	CAMBIUM LEARNING, INC. MSE, PRIN., BOOKS/PERIODICALS	208.89
189021	8/17/2011	CAMBRIDGE EDUCATIONAL GUIDANCE, EHN, SUPPLIES	170.34
189022	8/17/2011	CANNON SPORTS, INC. CROSS COUNTRY, LIS, BID SUPPLIES	84.03
189023	8/17/2011	CAP LIS, PRIN., GENERAL SUPPLIES	92.25
189024	8/17/2011	CAREERKIDS.COM GUIDANCE, JTL, BOOKS/PERIODICALS	459.87
189025	8/17/2011	CARLEX INC FOR.LANG., EHS, SOFTWARE/VIDEOS	138.00
189026	8/17/2011	CARSON-DELLOSA PUBLISHING CO LEARN.SUP., ELEM, SUPPLIES	162.25
189027	8/17/2011	CASCIO INTERSTATE MUSIC BES, PRIN., GENERAL SUPPLIES	309.17
189028	8/17/2011	CENGAGE LEARNING BUSINESS ED., EHN, BOOKS/PERIODI	560.65
189029	8/17/2011	CENTRAL PENN GAS, INC. JMH, CUST., NATURAL GAS	213.99
189030	8/17/2011	CERTIFIED CHEMICAL CO. JTL, CUST., SUPPLIES	127.80
189031	•	CINTAS FIRE PROTECTION LOC #F50 EHS, MAINT.REPAIR/MAINT.EQUIP.	3,542.04
189032	8/17/2011	COMPUTER DISCOUNT WAREHOUSE LEARN.SUP., SEC., SOFTWARE/VIDEO	448.59
189033	8/17/2011	KIMBERLY CONKLIN MUSIC, INSTR, JTL, TUITION REIMB.	980.00
189034		CONTRACT PAPER GROUP, INC EHN, INSTR, BID SUPPLIES	18,525.60
189035	8/17/2011	CREATIVE TEACHING PRESS, INC. IST, ELEM., BOOKS/PERIODICALS	22.74

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189036	8/17/2011	CROWD CONTROL GEAR EHN, INSTR, SUPPLIES	1,384.00
189037	8/17/2011	JESSICA L CURRY F&CS, EHN, TUITION REIMBURSEMENT	1,161.00
189038	8/17/2011	D & H DISTRIBUTING COMPANY SCIENCE, EHN, TECH SUPPLIES	1,461.11
189039	8/17/2011	BARBARA DAHL MSE,4TH,TUITION REIMBURSEMENT	285.00
189040	8/17/2011	DEMCO INC LIBRARY, BES, SUPPLIES	1,202.91
189041	8/17/2011	EDUCATIONAL INNOVATIONS SCIENCE, EHS, SUPPLIES	169.07
189042	8/17/2011	ELLISON RES, INSTR, SUPPLIES	159.00
189043	8/17/2011	EPLUS TECHNOLOGY, INC. BUSINESS ED., EHN, TECH SUPPLIES	21,683.06
189044	8/17/2011	EPLUS TECHNOLOGY, INC. MATH, EHN, TECH SUPPLIES	1,929.54
189045	8/17/2011	EPS/SCHOOL SPECIALTY LITERACY & MSE, PRIN., BOOKS/PERIODICALS	71.89
189046	8/17/2011	EVAN-MOOR CORPORATION SMI, INSTR, SUPPLIES	19.99
189047	8/17/2011	EVERGREEN COMMUNITY CHARTER SCHOOL CHARTER/CYBER SCHOOLS- REG.ED.	8,414.08
189048	8/17/2011	EXACT DATA, INC. BUSINESS OFFICE, GEN. SUPPLIES	2,780.00
189049	8/17/2011	EXELON ENERGY COMPANY MSE, CUST., ELECTRIC	9,525.97
189050	8/17/2011	FASTENAL COMPANY GEN.MAINT., ELEM., SUPPLIES	233.70
189051	8/17/2011	FAVORABLE IMPRESSIONS LIBRARY,SMI,BOOKS/PERIODICALS	44.40
189052	8/17/2011	SUSAN FINLEY-WELSH LEARN.SUP., ELEM, TUITION REIMB.	285.00
	8/17/2011	FISHER SCIENTIFIC SCIENCE, EHS, SUPPLIES	714.36
189054	8/17/2011	FOLLETT EDUCATIONAL SERVICES MATH, EHN, BOOKS/PERIODICALS	980.57
189055	8/17/2011	FRANTZ'S TOUCH OF COLOR GEN.MAINT., EHS, SUPPLIES	44.99
189056	8/17/2011	FREESTYLE PHOTO CO. ART, EHN, SUPPLIES	2,368.46
189057	8/17/2011	FRONTIER EHS, CUST., TELEPHONE	4,830.81
189058 189059	8/17/2011 8/17/2011	FRONTIER BES, CUST., TELEPHONE GAMBLE MUSIC CO.	3,637.67 226.95
		MUSIC, VOCAL, JMH, SUPPLIES	

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1890	060 8/17/2		INSTRUCTIONAL AIDS CO., INC	878.00
1890	061 8/17/2	2011 GLOBA	L EQÚIPMÉNT BES,INSTR.,SUPPLIES	3,198.45
1890	062 8/17/2	2011 GOODH	EART-WILLCOX FECH.ED.,EHS,BOOKS/PERIODICALS	1,714.54
1890	063 8/17/2	2011 GREAT	BOOKS FOUNDATION SMI, INSTR, BOOKS/PERIODICALS	1,992.38
1890	064 8/17/2	2011 EVELY	N GREGORY REFUND OF PRIOR YEAR REVENUE	96.81
1890	065 8/17/2	2011 GTM S	PORTSWEAR SOCCER, JTL, BOYS, SUPPLIES	63.00
1890	066 8/17/2	2011 GTS-W		145.29
1890	067 8/17/2	2011 THE G	UIDANCE GROUP, INC. GUIDANCE, BES, SUPPLIES	204.72
1890	068 8/17/2	2011 SUSAN	HEGARTY ESE, 5TH, TUITION REIMBURSEMENT	1,071.00
1890	069 8/17/2	2011 HENRY	SCHEIN INC. MEDICAL, NON-PUB., BID SUPPLIES	114.89
1890	070 8/17/:	2011 THE H	IGHSMITH CO., INC. LIBRARY,EHS,SUPPLIES	360.13
1890	071 8/17/2		OP SALES & SERVICE MSE,CUST.,SUPPLIES	592.92
1890	)72 8/17/2		PRODUCTS, INC. EHN, CUST., SUPPLIES	1,996.00
1890			CEIVABLES CO., LLC ESE,INSTR,BOOKS/PERIODICALS	8,075.11
1890	)74 8/17/2		HUFFMAN GUIDANCE,EHS,TUITION REIMB.	780.00
1890	•		MSE, CUST., BID SUPPLIES	3,864.20
1890	, ,		ATIVE LEARNING CONCEPTS, INC. LEARN.SUP.,ELEM,SUPPLIES	942.70
1890		,	NSTRUMENTALIST BAND,JTL,SUPPLIES	156.00
1890	• •		, INC. EMOT.SUP.,SEC.,SOFTWARE/VIDEOS	138.00
1890			ASER EXPRESS FOR.LANG.,EHN,SOFTWARE/VIDEOS	5,259.50
1890			ASER EXPRESS BUSINESS ED.,EHN,SOFTWARE/VID.	7,501.50
1890	•		ER PRINTING COMPANY CHILD ACCT.,PRINTING	873.00
1890			KRESGE TRANSPORTATION, IN-DIST.MILEAGE	6.50
1890	83 8/17/2		BROS. ART,EHS,BID SUPPLIES	1,185.11

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189084	8/17/2011	KURTZ BROS. MSE, INSTR., SUPPLIES	510.48
189085	8/17/2011	LAKESHORE LEARNING MATERIALS  JMH, INSTR, SUPPLIES	2,549.15
189086	8/17/2011	LANCASTER-LEBANON I.U.#13 ITEC, TECH BOOKS & PERIODICALS	86,380.10
189087	8/17/2011	LJC DISTRIBUTORS OF FULLER BRUSH EHN, CUST., SUPPLIES	4,529.96
189088	8/17/2011	KRISTIN LORD READING, EHS, TUITION REIMBURSE.	1,161.00
189089	8/17/2011	MAC ADDICT  JTL,6TH,BOOKS/PERIODICALS	25.00
189090	8/17/2011	GARY MACMAHON ITEC, TUITION REIMBURSEMENT	1,161.00
189091	8/17/2011	MARSH MEDIA PHYS.ED., MSE, SUPPLIES	87.95
189092	8/17/2011	JOSEPH P. MARTIN CURR.DEV., SEC.TUITION REIMB	1,161.00
189093	8/17/2011	J.P. MASCARO & SONS, INC. EHN, CUST., DISPOSAL SERVICE	689.08
189094	8/17/2011	MASTER CHEMICAL PRODUCTS, INC. BES, CUST., BID SUPPLIES	32,310.47
189095	8/17/2011	MARY MCCUTCHAN REFUND OF PRIOR YEAR REVENUE	925.00
189096	8/17/2011	MCGRAW-HILL INC. FOR.LANG., EHS, BOOKS/PERIODICAL	10,092.94
189097	8/17/2011	MET-ED RES, CUST., ELECTRIC	2,077.73
189098	8/17/2011	MET-ED MSE, CUST., ELECTRIC	2,933.95
189099	8/17/2011	METCO TECH.ED., JTL, 7&8, BID SUPPLIES	2,739.75
189100	8/17/2011	MIDWEST TECHNOLOGY PRODUCTS TECH.ED., LIS, 6TH, BID SUPPLIES	2,766.54
189101	8/17/2011	JOHN MILLARD LEARN.SUP., SEC., TUITION REIMB.	2,902.00
189102	8/17/2011	MOUSER ELECTRONICS TECH.ED., EHS, BID SUPPLIES	4.34
189103	8/17/2011	BRADFORD SYSTEMS CORPORATION MUSIC, INSTR, JTL, SUPPLIES	187.00
189104	8/17/2011	MUSIC IN MOTION MUSIC, VOCAL, LIS, 6TH, SUPPLIES	174.57
189105	8/17/2011	MUSIC PRODUCTS, INC. MUSIC, VOCAL, LIS, 6TH, SUPPLIES	69.05
189106	8/17/2011	MUSIC TREASURES CO. MUSIC, VOCAL, LIS, SUPPLIES	94.24
189107	8/17/2011	MUSICIAN'S FRIEND JTL,6TH,SOFTWARE/VIDEOS	566.99

Bank:	11	PNC	Bank	(Concentration)
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Check no.	Date	Vendor name and comment	Amount
189108	8/17/2011	NASCO (Quote # 4 5 9 5 0) ART, BES, SUPPLIES	7,336.30
189109	8/17/2011	NASCO F&CS,EHN,SUPPLIES	1,250.91
189110	8/17/2011	NATIONAL ART & SCHOOL SUPPLIES LIS, INSTR, BID SUPPLIES	7,679.77
189111	8/17/2011	NATIONAL SCHOOL PRODUCTS SMI, INSTR, SUPPLIES	137.88
189112	8/17/2011	NOODLETOOLS, INC. LIBRARY, EHN, SOFTWARE/VIDEOS	576.00
189113	8/17/2011	OFFICE MAX INCORPORATED  MATH, EHS, SUPPLIES	593.94
189114	8/17/2011	OPTECH FOR.LANG., JTL, SOFTWARE/VIDEOS	1,046.40
189115	8/17/2011	PENNSYLVANIA LEADERSHIP CHARTER SCHOOL CHARTER/CYBER SCHOOLS- REG.ED.	31,189.93
189116	8/17/2011	PAXTON/PATTERSON LLC TECH.ED., JTL, 6TH, BID SUPPLIES	1,230.21
189117	8/17/2011	PCI EDUCATIONAL PUBLISHING LEARN.SUP., SEC., BOOKS/PERIOD.	241.85
189118	8/17/2011	PEARSON EDUCATION, INC. SMI, INSTR, BOOKS/PERIODICALS	13,128.92
189119	8/17/2011	PEARSON EDUCATION ESL, LIS, BOOKS & PERIODICALS	1,384.99
189120	8/17/2011	PENNSYLVANIA PAPER & SUPPLY CO. SMI, CUST., BID SUPPLIES	331.51
189121	8/17/2011	POSTMASTER RES, PRIN., POSTAGE/TELEPHONE	88.00
189122	8/17/2011	PP&L EHS, CUST., ELECTRIC	63.36
189123	8/17/2011	PRESTWICK HOUSE ENGLISH, EHN, BOOKS/PERIODICALS	1,540.65
189124	8/17/2011	PROQUEST LLC LIBRARY, EHN, SOFTWARE/VIDEOS	22,659.00
189125	8/17/2011	PYRAMID SCHOOL PRODUCTS LIS, INSTR, BID SUPPLIES	946.52
189126	8/17/2011	QUILL CORPORATION LIS,6TH,BID SUPPLIES	2,704.97
189127	8/17/2011	QUILL CORPORATION MSE, PRIN., GENERAL SUPPLIES	1,146.20
189128	8/17/2011	REIMAN PUBLICATIONS F&CS, JTL, BOOKS/PERIODICALS	15.00
189129	8/17/2011	RESEARCH PRESS GUIDANCE, LIS, SUPPLIES	155.05
189130	8/17/2011	RESERVE ACCOUNT TRANSPORTATION, POSTAGE/TELEPH.	5,800.00
189131	8/17/2011	ALL AMERICAN/RIDDELL, INC. FOOTBALL, EHS, PROPERTY SERVICE	11,338.77

Bank:	ТT	PNC Bank (Co	ncentration)	
Check	no.	Check Date	Vendor name and comment	Amount
189	9132	8/17/2011		204.00
189	9133	8/17/2011		1,736.00
189	9134	8/17/2011	WILLIAM SADLIER INC ENGLISH, EHS, BOOKS/PERIODICALS	2,930.40
189	9135	8/17/2011	SATCO TECH.ED., LIS, 6TH, BID SUPPLIES	2,850.10
	9136		SCHOOL NURSE SUPPLY INC. MEDICAL, BES, SUPPLIES/FIRST AID	309.43
	9137	, .	SCHOOL SPECIALTY LIS, PRIN., GENERAL SUPPLIES	3,392.21
	9138		SCHOOLMART MATH, EHS, SOFTWARE/VIDEOS	9,727.23
	9139	, ,	SCHUYLKILL VALLEY SPORTING GOODS GOLF, EHN, SUPPLIES	680.00
	9140	• •	SCOREBOARD SPORTS BOUNTIFUL VOLLEYBALL, EHS, SUPPLIES	571.74
	9141	, , ,	SHERRI'S PLACE JTL, PRIN., PRINTING	848.04
	9142	•	SLD LIGHTING JTL,6TH,SUPPLIES	232.00
	9143 9144		SPIRAL BINDING CO., INC. EHS, INSTR, SUPPLIES SPORT DECALS	149.16
	)144 )145		GEN.ATHL., EHN, SUPPLIES STANDARD STATIONERY SUPPLY	1,598.70 231.61
	9146		RES, INSTR, BID SUPPLIES STAPLES CREDIT PLAN	270.94
	9147		EHS, PRIN., GENERAL SUPPLIES STARFALL EDUCATION	99.44
	9148		BES, INSTR., SUPPLIES TEACHER DIRECT	157.39
	9149		BES, INSTR., SUPPLIES TEACHER'S HELPER MAGAZINE	24.95
	9150		JMH, INSTR, BOOKS/PERIODICALS TEACHER'S DISCOVERY	1,678.45
189	9151	8/17/2011	ENGLISH, EHN, BOOKS/PERIODICALS TOWNSEND PRESS BOOK CENTER	634.93
189	9152	8/17/2011	ENGLISH, EHS, BOOKS/PERIODICALS TOWNSEND SECURITY, INC.	1,620.00
189	9153	8/17/2011	ADMIN.SYS., TECH SUPPLIES TRANE U.S. INC.	2,094.94
189	9154	8/17/2011	GEN.MAINT., RES, CONTRACT SVCS TREND ENTERPRISES, INC.	10.98
189	9155	8/17/2011	MUSIC, VOCAL, LIS, SUPPLIES TRIUMPH LEARNING LLC ENGLISH, EHN, BOOKS/PERIODICALS	1,372.74

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Bank: 11 H		ncentration)	
Choole no	Check	Wandan name and assume	7
Check no.	Date	Vendor name and comment	Amount
189156	8/17/2011		624.00
189157	8/17/2011	VALLEY LITHO SUPPLY TECH.ED., EHN, BID SUPPLIES	6,729.01
189158	8/17/2011	VERIZON  JTL, CUST., TELEPHONE	64.81
189159	8/17/2011	VIDEO SERVICE OF AMERICA JTL,6TH,SUPPLIES	271.74
189160	8/17/2011	VOICETHREAD ITEC, TECH BOOKS & PERIODICALS	2,000.00
189161	8/17/2011	ANNAMARIA WALLEN FOR.LANGUAGE, EHS, TUITION REIMB	980.00
189162	8/17/2011	WEST MUSIC COMPANY MUSIC, VOCAL, LIS, SUPPLIES	506.00
189163	8/17/2011	WESTERN PSYCHOLOGICAL SERVICES GUIDANCE, BES, SUPPLIES	261.25
189164	8/17/2011	WHITMORE'S GARAGE GEN.MAINT., PROPERTY SERVICES	973.79
189165	8/17/2011	WIESER EDUCATIONAL INC SPEC.ED.LIFE SKILLS, TEXTBOOKS	101.95
189166	8/17/2011	LINDA L.WISNEISKI BES, 3RD, TUITION REIMBURSEMENT	3,483.00
189167	8/17/2011	WOLVERINE SPORTS PHYS.ED., BES, SUPPLIES	167.46
189168	8/17/2011	EAST STROUDSBURG School Service Personnel Dues	4,819.69
189169	8/17/2011	CHAPTER 13 TRUSTEE Miscellaneous Deductions	369.58
189170	8/17/2011	ED FOUNDATION OF ES/GENERAL FUND EDUC. FOUNDATION DEDUCTIONS	20.00
189171	8/17/2011	ED FOUNDATION OF ES/SCHOLARSHIP FUND EDUC. FOUNDATION DEDUCTIONS	13.00
189172	8/17/2011	HAB-DLT (ER) Miscellaneous Deductions	101.84
189173	8/17/2011	NYSCSPC (NEW YORK STATE CHILD SUPPORT Miscellaneous Deductions	300.64
189174	8/17/2011	PENNSYLVANIA HIGHER EDUCATION AGENCY Miscellaneous Deductions	1,067.72
189175	8/17/2011	SOCIAL SECURITY ADMINISTRATION Miscellaneous Deductions	137.28
189176	8/17/2011	U.S. DEPARTMENT OF EDUCATION Miscellaneous Deductions	479.47
189177	8/17/2011	UNITED STATES TREASURY Miscellaneous Deductions	200.00
189178	8/25/2011	CHECK VOIDED	
189179	8/25/2011	CHECK VOIDED	
189180	8/25/2011	CHECK VOIDED	
189181	8/25/2011	CHECK VOIDED	

Datty:	11	Check	incentration)	
Check	no.		Vendor name and comment	Amount
189	9182	8/25/2011	ASSOCIATION FOR SUPERVISION ESE, PRIN., DUES & FEES	219.00
189	9183	8/25/2011		281.90
189	9184	8/25/2011		110.84
189	9185	8/25/2011	DR. JOHN BART D.O. PUPIL SVCS, CONTRACT SERVICES	13,918.75
189	9186	8/25/2011	DICK BLICK ART, EHN, SUPPLIES	7,184.08
189	9187	8/25/2011		310.39
189	9188	8/25/2011	BON APPETIT F&CS, EHS, SUPPLIES	12.00
189	9189	8/25/2011	BOSE CORPORATION ESE, PRIN., SOFTWARE/VIDEOS	189.92
18	9190	8/25/2011	MARK BROWN GEN.ATHL.EHS, INSTR/CERT.CONF.	494.58
18	9191	8/25/2011	BUS PARTS WAREHOUSE TRANSPORTATION, GEN. SUPPLIES	180.34
18	9192	8/25/2011		112.87
189	9193	8/25/2011	BWP CARQUEST AUTO PARTS SECURITY, EHS, CONTR.MAINT.	126.60
189	9194	8/25/2011	LAWRENCE M. CASSAR ITEC, IN-DISTRICT MILEAGE	22.20
189	9195	8/25/2011	CENGAGE LEARNING BUSINESS ED., EHN, BOOKS/PERIODI	2,016.28
18:	9196	8/25/2011		159.00
189	9197	8/25/2011		5,007.45
18:	9198	8/25/2011	CHANEY ELECTRONICS, INC. TECH.ED., EHN, SUPPLIES	1,147.20
18:	9199	8/25/2011	CHRONICLE GUIDANCE PUB. INC. GUIDANCE, EHS, SOFTWARE/VIDEOS	172.00
18	9200	8/25/2011	COLLINS SPORTS MEDICINE MEDICAL, JTL, BID SUPPLIES	111.07
18	9201	l 8/25/2011	COMPUTER DISCOUNT WAREHOUSE MATH, JTL, INSTR. TECH SOFTW/SUPP	10,724.34
18:	9202	8/25/2011	COMPUTER DISCOUNT WAREHOUSE  JTL, INSTR.TECH.SUPPLY/SOFTWARE	12,500.01
18:	9203	8/25/2011	CONCORDE, INC. TRANSPORTATION, PROF. CONT. SERV	75.00
18:	9204	8/25/2011	CONTRACT PAPER GROUP, INC LIS, INSTR, BID SUPPLIES	22,435.30
18:	9205	8/25/2011	CONTRACT PAPER GROUP, INC PERSONNEL, BID SUPPLIES	2,954.37

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Check n	Check o. Date	Vendor name and comment	Amount
1892	06 8/25/2011	CRAFT OIL CORPORATION BUS GARAGE, GASOLINE (SERV.STAT)	490.95
1892	07 8/25/2011	DEMCO INC LIBRARY, MSE, SUPPLIES	1,930.74
1892	08 8/25/2011		1,021.50
1892	09 8/25/2011		23.57
1892	10 8/25/2011		49.94
1892			
1892	• •	EHN, PRIN., GENERAL SUPPLIES	229.43
1892	, ,	JMH, PRIN., GENERAL SUPPLIES	37.18
1892	14 8/25/2011	ELECTRONIC EXPRESS TECH.ED., EHN, SUPPLIES	958.85
1892	15 8/25/2011	EMPIRE MUSIC MUSIC, VOCAL, MSE, SUPPLIES	322.50
1892	16 8/25/2011		375.00
1892	17 8/25/2011		49.95
1892	18 8/25/2011		3,583.49
1892	19 8/25/2011		87.73
1892	20 8/25/2011		4,679.33
18922	21 8/25/2011		1,032.06
1892	22 8/25/2011		81.95
18922	23 8/25/2011	GLOBAL EQUIPMENT  MSE, CUST., SUPPLIES	240.00
18922	24 8/25/2011		1,004.90
18922	25 8/25/2011		1,000.00
18922	26 8/25/2011		168.64
18922	27 8/25/2011		37.51
18922	28 8/25/2011		2,200.00
18922	29 8/25/2011	THOMAS HENDEL, JR.	11.00
18923	8/25/2011	TRANSPORTATION, GEN. SUPPLIES HIGH NOON BOOKS BES, INSTR, BOOKS/PERIODICALS	326.70

Check no.	Check Date	Vendor name and comment	Amount
189231	8/25/2011	LYNDA HOPKINS SPEC.ED.SUPV., SEC., MILEAGE	129.87
189232	8/25/2011	HP FINANCIAL SERVICES COMPANY LEASE PRINCIPAL, HP COMPUTER	227,344.37
189233	8/25/2011	HSBC BUSINESS SOLUTIONS GEN.ATHL., EHN, SUPPLIES	1,842.72
189234	8/25/2011	INDCO INC ESE, CUST., BID SUPPLIES	469.36
189235	8/25/2011	CHECK VOIDED	
189236	8/25/2011	IPS LASER EXPRESS LIBRARY, ESE, SUPPLIES	198.00
189237	8/25/2011	JERRY'S SPORT CENTER, INC SECURITY, EHS, SUPPLIES	982.70
189238	8/25/2011	JERSEY/CLARK PAPER PLUS EHN, CUST., BID SUPPLIES	9,506.20
189239	8/25/2011	KISTLER PRINTING COMPANY JMH, PRIN., PRINTING	1,715.98
189240	8/25/2011	RONALD LABAR'S LOCK SERVICE EHN, CUST., CONTR. PROPERTY SERV.	132.20
189241	8/25/2011	RONALD E. LABAR TRANSPORTATION, IN-DIST.MILEAGE	32.50
189242	8/25/2011	LAKESHORE LEARNING MATERIALS SMI, INSTR, SUPPLIES	289.13
189243	8/25/2011	LONGSTRETH WOMEN'S SPORTS FIELD HOCKEY, LIS, SUPPLIES	149.85
189244	8/25/2011	M-F ATHLETIC COMPANY TRACK, JTL, BOYS, SUPPLIES	541.50
189245	8/25/2011	EDWIN MALAVE ITEC, IN-DISTRICT MILEAGE	53.28
189246	8/25/2011	MANWALAMINK WATER COMPANY SMI, CUST., WATER/SEWER	334.38
189247	8/25/2011	J.P. MASCARO & SONS, INC. EHS, CUST., DISPOSAL SERVICE	15,894.08
189248	8/25/2011	MASTER CHEMICAL PRODUCTS, INC. JMH, CUST., BID SUPPLIES	1,413.65
189249	8/25/2011	MEDCO SUPPLY COMPANY MEDICAL, EHS, BID SUPPLIES	431.50
189250	8/25/2011	METCO TECH.ED., EHN, BID SUPPLIES	153.26
189251	8/25/2011	MR. DISPOSABLE INC. PHYS.ED., JTL, SUPPLIES	60.79
189252	8/25/2011	MUSIC IS ELEMENTARY MUSIC, VOCAL, MSE, SUPPLIES	338.00
189253	8/25/2011	NASCO (Quote # 4 5 9 5 0) ART, ESE, SUPPLIES	2,166.76
189254	8/25/2011	NASSP/NASC EHS, INSTR, DUES/FEES	85.00
189255	8/25/2011	NCS PEARSON INC. SPEECH/LANG., INT., SUPPLIES	360.15

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Check n	Check o. Date	Vendor name and comment	Amount
1892	56 8/25/201	1 O'SHEA LUMBER COMPANY TECH.ED., JTL, 7&8, BID SUPPLIES	4,215.00
1892	57 8/25/201		114.50
1892	58 8/25/201		3,980.50
1892	59 8/25/201		36,923.77
1892	60 8/25/201	1 PARTNERS IN LEARNING EHS, INSTR, SUPPLIES	963.60
1892	61 8/25/201		1,216.01
1892	62 8/25/201		691.55
1892	63 8/25/201		804.48
1892	64 8/25/201	1 PENN VALLEY CHEMICAL CO., INC. EHS, CUST., BID SUPPLIES	31,084.30
1892		JMH, INSTR, BID SUPPLIES	1,141.76
1892	• •	BUSINESS OFFICE, BOOKS/PERIOD.	136.00
1892		RES, MAINT.BUILDING-REPAIR/MAIN	1,456.00
1892	•	ESE, INSTR, BID SUPPLIES	4,976.59
1892	•	PERSONNEL, BID SUPPLIES	16.21
1892		ESL, TITLE III, ELEM., SUPPLIES	334.99
1892		LEARN.SUP., ELEM, SUPPLIES	894.78
1892	• • •	LEARN.SUP., SEC., SUPPLIES	182.79
1892		MUSIC, VOCAL, JMH, SUPPLIES	190.00
1892	, ,	FOOTBALL, EHN, SUPPLIES	5,855.71
1892		IST, ELEM., BOOKS/PERIODICALS	107.02
1892		MEDICAL, RES, BID SUPPLIES	216.90
1892		MEDICAL, JTL, SUPPLIES/FIRST AID	35.38
1892	, ,	MEDICAL, RES, SUPPLIES/FIRST AID	274.35
1892	79 8/25/201	1 SCHOOL SPECIALTY JMH,INSTR,BID SUPPLIES	3,984.55

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Bank: II	PNC Bank (Co	ncentration)	
Check no	Check . Date	Vendor name and comment	Amount
18928	8/25/2011		2,679.69
18928:	1 8/25/2011		
189282	2 8/25/2011	SCHUYLKILL VALLEY SPORTING GOODS FIELD HOCKEY, LIS, SUPPLIES	1,435.96
18928:	8/25/2011	SCIENCE KIT, LLC SCIENCE, JTL, SUPPLIES	979.55
189284	8/25/2011	A.J. SMITH ELECTRIC MOTOR SERVICE GEN.MAINT., EHS, SUPPLIES	90.75
18928!	5 8/25/2011	SOCIAL STUDIES SCHOOL SERVICE LEARN.SUP., SEC., SUPPLIES	362.40
18928	8/25/2011	SPORT SUPPLY GROUP INC. PHYS.ED., BES, SUPPLIES	494.73
18928'	7 8/25/2011	SPORT SUPPLY GROUP, INC. SOFTBALL, JTL, BID SUPPLIES	489.59
189288	8 8/25/2011	STANDARD STATIONERY SUPPLY	1,081.97
189289	9 8/25/2011	JMH, INSTR, BID SUPPLIES TEACHER'S DISCOVERY ENGLISH, EHN, SOFTWARE/VIDEOS	99.00
189290	8/25/2011	THETA HARDWARE SPECIALTIES TECH.ED., JTL, SUPPLIES	907.81
18929	1 8/25/2011	TOPP BUSINESS SOLUTIONS BES, PRIN., PROPERTY SERVICE	936.00
189292	2 8/25/2011	TRANE U.S. INC.	4,649.09
189293	8/25/2011	MAINT., BES, PROPERTY SERVICE UNIVERSITY MUSIC SERVICE	1,047.00
189294	4 8/25/2011	CHORUS, EHS, SUPPLIES  VWR SARGENT WELCH	32.86
18929	8/25/2011	SCIENCE, EHS, SUPPLIES WALMART COMMUNITY/GEMB	388.34
189296	8/25/2011	LEARN.SUP., INT., SUPPLIES WEEKLY READER CORPORATION	65.10
18929	7 8/25/2011	SCIENCE, JTL, BOOKS/PERIODICALS WEEKLY READER CORPORATION	335.10
189298	8/25/2011	SCIENCE, LIS, BOOKS/PERIODICALS WEST END EQUIPMENT	165.30
189299	8/25/2011	EHN, CUST., BOTTLED PROPANE WESTERN PSYCHOLOGICAL SERVICES	181.50
189300	8/25/2011	GUIDANCE, ESE, SUPPLIES WIESER EDUCATIONAL INC	549.99
18930	L 8/25/2011	MATH, JTL, SUPPLIES WORLDWIDE SPORT SUPPLY	1,197.86
189302	8/25/2011	VOLLEYBALL, EHN, SUPPLIES WRS GROUP, LTD. PHYS.ED., BES, SUPPLIES	130.08
189303	8/25/2011	XEROX CORPORATION	355.00
189304	8/25/2011	TRANSPORTATION, GEN. SUPPLIES YOUTH LIGHT GUIDANCE, MSE, BOOKS/PERIODICALS	276.10

Sep 12, 2011 001 East Stroudsburg Area School District LIST OF PAYMENTS

Bank: 11 PNC Bank (Concentration) Check				
Check no.	Date	Vendor name and comment	Amount	
189305	8/25/2011	EPS/SCHOOL SPECIALTY LITERACY & JMH, INSTR, SUPPLIES	25.90	
189306	8/25/2011	SCHOOLDUDE.COM, INC. ADMIN.SYS., TECH SUPPLIES	30,336.04	
189307	8/25/2011	KEY GOVERNMENT FINANCE INC Integraone PO	121,930.42	
189308	8/30/2011	CHAPTER 13 TRUSTEE Miscellaneous Deductions	326.10	
189309	8/30/2011	ED FOUNDATION OF ES/GENERAL FUND EDUC. FOUNDATION DEDUCTIONS	20.00	
189310	8/30/2011	ED FOUNDATION OF ES/SCHOLARSHIP FUND EDUC. FOUNDATION DEDUCTIONS	13.00	
189311	8/30/2011	E.S.E.A. ESEA Dues	88.00	
189312	8/30/2011	HAB-DLT (ER) Miscellaneous Deductions	402.53	
189313	8/30/2011	NYSCSPC (NEW YORK STATE CHILD SUPPORT Miscellaneous Deductions	329.72	
189314	8/30/2011	PENNSYLVANIA HIGHER EDUCATION AGENCY Miscellaneous Deductions	1,011.07	
189315	8/30/2011	SOCIAL SECURITY ADMINISTRATION Miscellaneous Deductions	137.28	
189316	8/30/2011	U.S. DEPARTMENT OF EDUCATION Miscellaneous Deductions	435.77	
189317	8/30/2011	UNITED STATES TREASURY  Miscellaneous Deductions	200.00	
189318	8/31/2011	GE MONEY BANK/AMAZON TL.I, READING, TEXTBOOKS	2,157.64	
189319	8/31/2011	GE MONEY BANK/AMAZON RES, PRIN., GENERAL SUPPLIES	292.93	
189320	8/31/2011	ANDERSON'S MSE, PRIN., GENERAL SUPPLIES	440.90	
189321	8/31/2011	ARBOR SCIENTIFIC SCIENCE, EHS, SUPPLIES	297.84	
189322	8/31/2011	BOLLINGER LAW FIRM, LLC LEGAL SVCS., NON-RETAINER	22.50	
189323	8/31/2011	EXELON ENERGY COMPANY EHS, CUST., ELECTRIC	26,966.95	
189324	8/31/2011	IRENE C. LIVINGSTON ESE, PRIN., IN-DISTRICT MILEAGE	32.75	
189325	8/31/2011	MET-ED EHS, CUST., ELECTRIC	7,376.84	
189326	8/31/2011	MODERN GAS SALES, INC. LIS, CUST., BOTTLE GAS	1,077.05	
189327	8/31/2011	MODERN GAS SALES, INC. ESE, CUST., PROPANE (HEAT & A/C)	2,712.44	
189328	8/31/2011	MONROE FAMILY PRACTICE  MEDICAL SVCS., STAFF EXAM/TESTS	180.00	

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Check	no.	Date	Vendor name and comment	Amount
1893	329	8/31/2011	NATIONAL ASSOC. SCHOOL NURSES MEMBERSHIP MEDICAL, ESE, DUES & FEES	125.00
189	330	8/31/2011	JESSICA NEWBERRY SMI, PRIN., IN-DISTRICT MILEAGE	8.60
189	331	8/31/2011	ELIZABETH NICOLAIS ADMIN.SYS., IN-DIST.MILEAGE	40.25
1893	332	8/31/2011	PA ASSOC ELEM./SEC. SCHOOL PRINCIPALS MSE, PRIN., DUES & FEES	525.00
1893	333	8/31/2011	PEARSON EDUCATION, INC. ESE, INSTR, BOOKS/PERIODICALS	6,948.94
1893	334	8/31/2011	PHILLIPS SUPPLY COMPANY RES, INSTR, BID SUPPLIES	826.06
1893	335	8/31/2011	PITNEY BOWES EHN, PRIN., EQUIPMENT RENTAL	187.87
1893	336	8/31/2011	PITNEY BOWES INC.  JTL, PRIN., GENERAL SUPPLIES	175.08
1893	337	8/31/2011	PYRAMID SCHOOL PRODUCTS RES, INSTR, BID SUPPLIES	730.44
1893	338	8/31/2011	QUILL CORPORATION MSE, INSTR, BID SUPPLIES	1,023.39
1893	339	8/31/2011	RESERVE ACCOUNT EHS, PRIN., POSTAGE/TELEPHONE	2,000.00
1893	340	8/31/2011	RESOURCES FOR EDUCATORS ESE, PRIN., DUES & FEES	207.00
1893	341	8/31/2011	PHILIP ROSENAU CO., INC. SMI, CUST., SUPPLIES	317.68
1893	342	8/31/2011	WILLIAM SADLIER INC LIS,6TH,BOOKS/PERIODICALS	596.74
1893	343	8/31/2011	SCHOLASTIC INC. ESL, BES, BOOKS/PERIODICALS	479.58
1893	344	8/31/2011	SCHOOL SPECIALTY RES, INSTR, SOFTWARE/VIDEOS	214.68
1893	345	8/31/2011	SCHUYLKILL VALLEY SPORTING GOODS SOCCER, LIS, BOYS, SUPPLIES	555.00
1893	346	8/31/2011	KIM STEVENS SPEC.ED.SUPV.INT.MILEAGE	145.41
1893	347	8/31/2011	3M XAA6809  LIBRARY, EHS, PROPERTY SERVICE	1,370.00
1893	348	8/31/2011	TREETOP PUBLISHING INC. GIFTED, ELEM, SUPPLIES	316.50
1893	349	8/31/2011	UGI ENERGY SERVICES, INC. JMH, CUST., NATURAL GAS	64.34
1893	350	8/31/2011	UPSTART LIBRARY, ESE, SUPPLIES	122.74
1893	351	8/31/2011	JESSICA WADE ADMIN.SYS., SECRETARY, SALARIES	346.10
1893	352	8/31/2011	WOLVERINE SPORTS PHYS.ED., LIS, SUPPLIES	651.92

Sep 12, 2011 001 East Stroudsburg Area School District Page: 25 LIST OF PAYMENTS ID: AC0462

Bank: 11 PNC Bank (Concentration)

Check

Check no. Date Vendor name and comment

Amount

1,740,623.25

End of Report - 15.34.27

## EAST STROUDSBURG AREA SCHOOL DISTRICT CAPITAL PROJECTS - BOND FUND - 2011-2012

Aug-11								
DATE	F	NC CONST		2008 PLGIT		2011A		TOTAL
Beg Bal	\$	51,426.25	\$	1,972,959.50	\$	1,166,660.48	\$	3,191,046.23
ADJ TO BEG BAL							\$	-
Deposit							\$	<u>-</u>
Transfers	\$	272,809.25	\$	(122,809.25)	\$	(150,000.00)	\$	
Interest	\$	9.71	\$	27.24	\$	15.51	\$	52.46
Expense	\$	(272,829.25)					\$	(272,829.25)
End Bal	\$	51,415.96	\$	1,850,177.49	\$	1,016,675.99	\$	2,918,269.44

#### EAST STROUDSBURG AREA SCHOOL DISTRICT STATEMENT OF CASH / CAPITAL RESERVE FUND 2011-2012

•		2011-2012				
	Augu:	st 31, 2011	July 1, 201	1 to August 31, 2011	Prior Year Jul	ly 1, 2010 to June 30, 2011
Beginning Balance:		\$ 2,967,301.50		\$ 2,964,118.89		\$ 557,791.32
Adjustment to Beginning Balance						
Deposit:						
	\$	-	\$ 5,548.52		\$ 2,655,364.59	
Recoverable Bus Purchase:						
Reimbursement to/from G.F.			\$ -		0.00	
Reimbursement to/from PLGIT			\$ -		0.00	
Wolfington Bus Buy Back		•		5,548.52	0.00	2,655,364.59
Interest:						
PLGIT	\$ 67.53	67.53	131.64	131.64	420.50	420.50
TOTAL DESCRIPTO						
TOTAL RECEIPTS TOTAL RESOURCES		67.53		5,680.16		2,655,785.09
101721120001020		\$ 2,967,369.03		\$ 2,969,799.05		\$ 3,213,576.41
<u>Disbursements:</u>						
Transportation - New Buses			\$ -		0.00	
Due to General Fund			-		19,759.99	
Due to PLGIT			-		0.00	
Land Acquisition Costs '09 Water Main Break-JTL			•		0.00	
District Security - JTL			-		0.00	
District Security - HSN			•		0.00	
District Security - JM Hill			•		0.00	
District Security - Resica			_		0.00	
District Security - Bushkill			_		0.00 0.00	
District Security			_		32,197.66	
District Software					0.00	
District Tech Equipment			•		4,004.99	
Cust Supplies - Bushkill			-		7,620.00	
Land Imp JMH			-		2,961.21	
Maint BES			-		21,806.43	
Maint RES	12,700.00		12,700.00		12,478.70	
Maint JMH Maint MSE			•		44,549.02	
Maint SME			•		0.00	
Maint - SNL Maint HSN			•		0.00	
Maint HSS			_		0.00	
Maint JTL			2,430.02		13,700.00 0.00	
Maint LEH			-,		0.00	
Bldg Imp BSE			-		0.00	
Bldg Imp HSN			-		369.00	
Bldg Imp HSS			•		0.00	
Bldg Imp JMH			-		4,000.00	
Bidg Imp JTL			•		0.00	
Bidg Imp LIS Bidg Imp ESE			•		3,988.27	
Bldg Imp MSE			•		0.00	
Bldg Imp RES			-		0.00	
Site Imp Trans			-		2,558.81 0.00	
Site Imp District			_		0.00	
Site Imp BES			_		5,002.00	
Site Imp HSN			-		1,203.32	
Site Imp HSS			-		0.00	
Site Imp JMH	3,719.89		3,719.89		29,780.11	
Site Imp JTL			-		13,392.00	
Site ImpSME			-		0.00	
Site Imp RES Site Imp LIS			-		0.00	
Site Imp ESE			-		0.00	
Site Imp MSE		16,419.89	-	18,849.91	0.00 30,086.01	249,457.52
Ending Balance		\$ 2,950,949.14		\$ 2,950,949.14		\$ 2,964,118.89
Cash Summary:						Ψ ΕΙΟΟΤΙ 110.03
PLGIT	2,950,949.14		\$ 2,950,949.14		2,964,118.89	
Ending Balance	-11	\$ 2,950,949.14	\$ 6,000,073.1T	\$ 2,950,949.14	2, <del>504</del> ,116.69	\$ 2,964,118.89
				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

Sep 01, 2011 001 East Stroudsburg Area School District Page: 1
LIST OF PAYMENTS ID: AC0462

Bank: 21 PLGIT - Capital Reserve Check

Check no.	Date	Vendor name and comment	Amount
1173	8/11/2011	T&M ASSOCIATES SITE IMP.JMH,OTHER PROF.SERV.	3,719.89
1174	8/11/2011	TRANE U.S. INC. REPAIR/MAINT-SERVICES, RESICA	12,700.00
			16,419.89

End of Report - 11.19.48

#### EAST STROUDSBURG AREA SCHOOL DISTRICT STATEMENT OF CASH / GENERAL FUND August 31, 2011

				August 31, 2011			
		August 31, 2011		July 1, 20	011 to August 31, 2011	Prior Year du	ily 1, 2010 to June 30, 2011
Beginning Balance:			34,435,836.35		\$ 41,537,563.17	- 11101 1041 04	\$ 32,956,735.34
Adjustment to Beginning Balance		•	- 1,,		4 4 (100) (400)		9 32,930,735.34
Receipts: Earned Income Tax	6 007 000 40						
Occupational Privilege Tax	\$ 227,029.48 11,375.99	\$ 238,405,47		310,583.12 12,238,26	322,821.38	\$ 3,054,967.42 72,373.48	3,127,340.90
				12,200,20	OLL, OLL, OU	12,010.40	3,127,340.90
Real Estate Transfer Tax: Monroe	\$ 53,176,50						
Pike	\$ 53,176.50 8,023.27	61,199.77		78,853.37 15,154.26	94,007.63	\$ 410,415.09 152,288.18	562,703.27
matter and	<del></del>				5 1,507,00	102,200.10	302,100.21
Delinquent Taxes Monroe	\$ 410,085.49			1,437,549,25			
Pike	4 410,000,40	410,085.49		825,369.74	2,262,918.99	\$ 5,457,823.82 1,958,302.63	7,416,126.45
Pool Fotote Towns					- <b>,,</b>		1,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Real Estate Taixes: East Stroudsburg	\$ 2,015,236.54			2,015,366.96		\$ 11,069,838.21	
Middle Smithfield	6,422,133.94			6,450,069.19		34,375,395.52	
Price Smithfield	1,341,362.35			1,353,417.83		5,943,973.44	
Lehman	1,416,627.89 1,822,356.45			1,416,627.89 1,825,142.70		16,302,431.11 19,586,383.71	
Porter	167,389.51	13,185,106.68		167,410.96	13,228,035.53	1,833,950.96	89,111,972.95
Interest:							
PLGIT	\$ 99.03			196.73		\$ 4,036.10	
PLGIT/PLUS PLGIT/TEAM	-			•		10,231.46	
PLGIT/CD's				4,618,62		_	
PSDLAF	2,935.07			6,625.49		62,064.06	
PNC NOW PNC MMA	1,274.63	4 200 70		2,012.40	40.450.04	15,528.30	
· NO RINGS		4,308.73		· · · · · · · · · · · · · · · · · · ·	13,453.24	1,20	91,861.12
ACH State Transfers:	_						
Basic Ed Alt Ed for Disr Yth	\$ 1,706,242.00			1,706,242.00		\$ 10,603,382.22	
Charter School Tr				-		485,669.40	
DEP				-		700 <sub>1</sub> 003,90	
DCED Anti Gang Initiative Drivers Ed				-		-	
Dual Enrollment				:		5,851.00	
Education Assistance				•		616,646.75	
Grant Health Reimb				-		474 007 00	
Homebound				:		171,307.00	
incarcerated Ed Lieu of Taxes				-	•	•	
Colonial IU20 Refund				•		50,987.31	
NP Transportation	1,580.31			1,580.31		153,574.69	
NSLP Sub 09/10 Excess Revenue - MCTI	5,807.70			108,308.73		1,835,642.13	
PA Accountability Grant				504,703.00		153,177.35 1,284,600.00	
Perf Incentives				•		-	
Property Tax Relief PURTA	2,170,964.00			2,170,964.00		4,345,729.94 123,666.27	
Rental Subsidy	145,771.38			1,317,145.05		890,156.80	
Retirement School Improvement				-		1,927,054.97	
SD Special Ed Funding				540,525.00		3,212,976.22	
SD Transportation	283,907.00			283,907.00		3,379,597.75	
Section 1305/1306 Social Security	223,815.00			447,630.00		594,614.81	
Tuition Transfer	220,010.00			447,030.00		2,752,674.37	
Vocational Ed-PDE Vocational Ed-MCTI						56,974.00	
Ward of State				114,873.87		27,562,12	
WIA Summer Youth		4,538,087.39			7,195,878.96	14,991.00	32,686,836.10
Federal Revenue:							
Access	3,455.06			3,455.06		554,001.50	
Academic Achievement						5,400.00	
ARRA - Fiscal Stabilization-Basic Ed ARRA -IDEA	136,198.36			136,198.36		1,514,206.50 1,179,394.00	
ARRA -Title I Part A Grant	, , , , , , , ,			-		1,179,394.00	
ARRA -Title I Schoot Improvement Classrooms for the Future				-		62,210.82	
Drug Free Schools				-		-	
Grant				-		15,000.00	
Impact Aid IU 20 IDEA	53,074,63			-		455,815.00	
Pregnant & Parent	20,014,03			53,074.63 -		1,607,411.37 -	
Project 720 High School				-		-	
Program Improvement-Set Aside Title I	15,571.76 67,001.52			21,174.88 134,003.04		76,728.74	
Title II	18,170.35			36,340.70		978,386.92 285,373.70	
Title III Title V				-		75,632.94	
Title VI		293,471,68		-	384,246.67	-	6,943,921.49
		,			20 rps-10004	<del></del>	51VT010E1.13
Other Revenue: Refunds							
Miscellaneous	1,585.73			2,789.57		\$ 5,750.22 100,080.10	
Jury Duty Reimb	609.12			609.12		. 25,205.10	
Local Grants Bus Reimbursement-Outside ESASD	1,000.00			11,540.00			
Donations	1,000.00			675.00 1,000.00		1,000.00	
Parking Permits/Smoking Fines/Locker Fees/ID's	667.95			924.95		2,394.75	
Cell Tower Online Summer School	2,186.44			3,278.16 18,459.00		13,176.28 16,540.00	
Credit Recovery Program				10,458,00		185.00	
Use of Facilities	1,140.00			1,140.00		61,159.80	
Use of Facilities Deposit QSCB Federal Subsidy				-		26,025.65	
Settlement Proceeds				-		11,613.86	
Shawnee Academy	1,420.51	9,608.75		1,420.51	41,836.31	1,177,935.19	1,414,860.85

#### EAST STROUDSBURG AREA SCHOOL DISTRICT STATEMENT OF CASH / GENERAL FUND August 31, 2011

	August 31, 2011		July 1, 2011 to August 31, 2011		Prior Year July 1, 2010 to June 30, 2011	
Credit to Expense:				· · · · · · · · · · · · · · · · · · ·		
Wage/Tuition/Jury Duty Reimb	255.25		18.35		\$ 21,477.99	
Restitutions	286.00		367.55		16,018.64	
Misc. Expense Cafeteria Reimb			25.00 150.00		64.00	
Misc. Reimb/Refunds	436.54		781.29		234,011.34	
Insurance Reimbursements	718.30		8,880.99		234,011,34	
Bus Reimbursement-Inside ESASD			100.00			
Custodian/Security Fees					_	
Donations			-		100,00	
Obligations	175.47		185.47		6.582.79	
Bond/Const. Fund to GF					1,790.00	
Capital Reserve to GF			_		19,274.99	
Concession Stand to GF			-		1,200.00	
Special/Student Activity to GF	127.00		877.00		12,220.17	
Sub Teacher Permits	195.00		410.00		535.00	
PayPal to GF					•	
Portnoff Fees			114.60		46,676.72	
MCTI			-		-0,070.72	
Bus Buy-Back (Wolfington)			_		2,330,800.00	
Shawnee Reconciliation					2,000,000.00	
Blue Cross Pyrnt/COBRA	25,207.92	27,146.23	38,932.38	50,842.63	238,159.33	2,927,910.97
•			30,002,00	50,012.00	200,100.00	2,027,010.01
TOTAL RECEIPTS		\$ 18,767,420.19		23,594,041.34		144,283,534.10
TOTAL RESOURCES		\$ 53,203,256.54		65,131,604.51		177,240,269.44
Disbursements:				<del></del>		
Accounts Payable	3,224,766.82		6,897,189.45		55,093,278.33	
Payroll	2,670,469.20		5,499,771.10		42,147,229.36	
Investment Fees	_,		2,953.61		1,256.43	
Prior Months Voids/AdJ	(2,956.49)		(2,956.49)		(12,792.03)	
Accrued Interest			• •			
1998A GOB Principal & Int			-		-	
1998AA GOB Principal & Int			-		•	
2000 GOB Principal & Int 2001 GOB Principal & Int.			•		-	
2001 GOB Principal & Int.			-		•	
2001AA GOB Principal & Int.			-		-	
2002 GOB Principal & Int					-	
2002A GOB Principal & Int.					<u>-</u>	
2003 GOB Principal & Int			-		-	
2003A GOB - Principal & Irit					-	
2004 GOB Principal & Int			, -		-	
2004A GOB Principal & Int			-		568,475.00	
2005 GOB Principal & Int 2005A GOB Principal & Int			•		•	
2006 GOB Principal & Int			-		0 470 407 00	
2007 GOB Principal & Int			•		2,178,437.02	
2007 GON Principal & Int	1,818,823,75		1,818,823.75		7,355,210.00	
2007A GOB Principal & Int	2,550,000.00		2,550,000.00		2,300,000.00	
2008 GOB Principal & Int	811,341.25		811,341.25		1,617,782.50	
2009 GOB Principal & Int			•		68,025.00	
2009A GOB Principal & Int			500,150.00		528,400.00	
2009 GON Principal & Int			-		379,337.50	
2010 GOB Principal & Int 2010A GOB Principal & Int			-		1,556,382.08	
2010A QSCB Principal & Int	35,500.00		05 500 00		320,176.85	
GOB CP \$37.5M	33,300.00		35,500.00		26,941.67	
Blue Cross Payment (EBTEP)	1,393,053.97		2,792,602.97		14,500,126.36	
Blue Cross Payment - Pioneer Credit Recovery Inc.					14,000,120.00	
Due to/from Capital Projects					-	
Due to/from Capital Reserves			-		2,602,240.00	
96 VRLP \$7M Principal, Int & Annual Trust Fee	5,247.12		10,899.85		444,931.37	
96 VRLP \$10M Principal, Int & Annual Trust Fee	7,173.56		14,901.66		664,308.83	
T.A.A.N. & Interest						
Bus Buy-Back (Wolfington)		\$ 12,513,419.18	3,510,590.00	24,441,767.15	3,362,960.00	135,702,706.27
Balance:		\$ 40,689,837.36		40,689,837.36		41,537,563.17
CASH SUMMARY:						
	\$ 9,605,679,49		0 605 670 40		£ 4 E40 E00 00	
PSDLAF	15,714,652,85		9,605,679.49 15,714,652.85		\$ 4,519,583.22 19,708,027.36	
PLGIT	7,849,654.16		7,849,654,16		11,275,101.73	
PLGIT/PLUS	5,042,850.86		5,042,850.86		5,042,850.86	
PLGIT/TERM			-		-12100000	
PLGIT/CD	2,477,000.00		2,477,000.00		992,000.00	<u></u>
Balance:		\$ 40,689,837.36		40,689,837.36		41,537,563.17