

THIS AGREEMENT, is made this 22 day of July, 2014, by and between EAST STROUDSBURG UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and the school district, East Stroudsburg Area School District (hereinafter "School District"). The parties intend to be legally bound to the following terms:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the practicum or student teaching experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the School District.
- b. *Education of Students.* The University shall assume full responsibility for the classroom and classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading and graduation.
- c. *Submission of Candidates.* The University shall submit the names of the students to the School District or a designated representative prior to the practicum assignment or student teaching.
- d. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the School District, and should any student fail to abide by any policy and/or procedure, he or she may be expelled from the program.
- e. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the practicum or student teaching assignment.

The School District understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance Program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the

University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, *et seq.*

- f. *Compensation.* For and in consideration of the placement of student teachers with district cooperating teachers, the University agrees to pay to each cooperating teacher selected to guide the student's experience a stipend as outlined by the Pennsylvania State System of Higher Education's Board of Governors Policy 1988-04. This stipend is in addition to the regular salary paid by the School District or Agency.

II. DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT

- a. *Establishment of Practicum or Student Teaching.* The School District authorizes the use of its facilities as may be agreed upon by the School District and the University as a practicum or student teaching center. This practicum or student teaching is for students enrolled in the University's Bachelor's of Education Degree. This practicum/student teaching is required and authorized by law.
- b. *Policies of School District.* The University will review with each student, prior to the assignment, any and all applicable policies, codes or confidentiality issues related to the experience. The School District will provide the University all the applicable policies, including any amendments or updates thereto. In accordance with the current policies of the School District, the University shall submit to the School District the following information for the University Student prior to the student's participation in the experience:
 - i. Original of a valid report of the Federal Bureau of Investigation regarding the student's federal criminal history record;
 - ii. In accordance with 24 P.S. § 1-111, as amended, and 23 Pa. C.S.A. §§ 6354-6358, as amended, a valid Pennsylvania criminal history record information report and child abuse history official clearance statement;
 - iii. Current TB Tine test indicating the date of administration and reading, the manufacturer's name and the lot number;
 - iv. Proof of professional liability insurance in an amount of at least one million dollars (\$1,000,000) per occurrence, which may be satisfied by showing proof of PSEA membership entitling the student to PSEA liability insurance coverage; and
 - v. A copy of the student's driver's license or a student identification card issued by the University.
- c. *Administration.* The School District will have the sole authority and control over all aspects of student services. The School District will be responsible for and retain control over the organization, and operation of its programs.

- d. *Removal of Noncompliant Student.* The School District shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, the School District should immediately contact the responsible University Faculty Advisor.
- e. *Designation of Representative.* The School District shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the experience on the student(s).
- f. *Supervision of Students.* The School District shall provide either a practicum site supervisor or a cooperating teacher who will supervise student activities during practicum visit or student teaching.
- g. *Reporting of Student Progress.* The School District shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School District.
- h. *Student Records.* The School District shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
- i. *Eligibility Requirements.* Each cooperating teacher selected to supervise the student teacher shall hold a current Pennsylvania certificate in the subject area/grade level to which the student teacher is assigned. The cooperating teacher will have a minimum of three (3) years of full-time teaching experience and have been in his/her current assignment in a school district for a minimum of one (1) year.
- j. *Substitute Teaching.* The School District shall comply with the appropriate Pennsylvania statutes prohibiting student teachers to be used as substitute teachers at any time during their student teaching assignments.

III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties will mutually agree upon the number of students that shall be assigned to the School District for this practicum or student teaching experience.
- b. *Term of Agreement.* The term of this Agreement shall be five (5) years from the date of execution. This Agreement may not exceed a period of five (5) years.

- c. *Termination of Agreement.* The University or the School District may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the School District terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- d. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- e. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- g. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- h. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

East Stroudsburg University of Pennsylvania

Van A. Reidhead

Authorized Signature

Van A. Reidhead, PhD
Provost & Vice President
For Academic Affairs

Print Name/Title

School District (Print)

Authorized Signature

Print Name/Title

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN**

Pennsylvania State Police – Swiftwater

(Law Enforcement Authority)

and

East Stroudsburg Area School District

(School Entity)

July, 2014

(Date)

I. Joint Statement of Concern

A. Parties

The following Law Enforcement Authority or Authorities enter into and agree to adhere to the policies and procedures contained in this Memorandum of Understanding: **Pennsylvania State Police -- Swiftwater**

The following School Entity or Entities enter into and agree to adhere to the policies and procedures contained in this Memorandum of Understanding: **East Stroudsburg Area School District**

B. The purpose of this Memorandum is to establish procedures to be followed when any of the following incidents occurs on school property, at any school sponsored activity, or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus:

1. Possession of a weapon;
2. Act of violence;
3. Possession, use or sale of a controlled substance or drug paraphernalia;
4. Purchase, consumption, possession or transportation of liquor or malt or brewed beverages by a minor under the age of 21 years and/or presence of a minor under the age of 21 years under the influence of alcohol and/or malt or brewed beverages;
5. Gang-related activity;
6. Ethnic intimidation;
7. Harassment and stalking.

- C. It is further the purpose of this Memorandum to foster a relationship of cooperation, mutual support and the sharing of information and resources between the parties hereto as they work together to maintain the physical security and safety of schools in the district. In furtherance of the parties' intent to foster this working relationship, the following officer(s) is/are hereby designated as the district's law enforcement liaison: **Facility Principal or designee**. In so making this designation, it is the understanding of the parties that the school is thereby enabled to disclose information from a student's education records to these designated officers without limitations of the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. Section 1232g and its implementing regulations at 34 C.F.R. Section 99.1 et seq., and 22 Pa. Code Sections 12.31-12.33.
- D. The parties hereto agree that in the event that an incident defined by this Memorandum occurs on school property, at any school sponsored activity, or on any public conveyance, including but not limited to a school bus, providing transportation to or from a school or school sponsored activity, primary law enforcement jurisdiction will be determined as follows: **By the location of the incident or by mutual determination of the involved law enforcement agencies**.

E. Law Enforcement Priorities

1. Investigate all incidents reported to have occurred on school property, at any school sponsored activity, or on any public conveyance providing transportation to or from a school or school sponsored activity. The investigation of all reported incidents shall involve as little disruption of the school environment as is practicable.
2. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption of the school environment as is practicable.
3. Assist school entities in the prevention of acts of violence, possession of weapons, the possession, use or sale of controlled substances and drug paraphernalia, the purchase, consumption, possession or transportation of liquor or malt or brewed beverages, gang-related activities, ethnic intimidation, harassment and stalking.
4. Disseminate information regarding Megan's Law following the provisions of 18 Pa.C.S. Ch. 91 (relating to criminal history record information), the chief law enforcement officer of the full-time or part-time police department of the municipality where a sexually violent predator lives shall be responsible for providing written notice.

F. School Priorities

1. Create safe learning environments which support each student's well-being and opportunities to reach their full potential while balancing and protecting the rights of all students within their authority.
2. Establish and maintain cooperative relationships with law enforcement authorities in the reporting and resolution of all acts of school violence, weapons possession, the possession, use or sale of controlled substances and drug paraphernalia, the purchase, consumption, possession or transportation of liquor or malt or brewed beverages, gang-related activities, ethnic intimidation, harassment and stalking.
3. Foster partnerships with law enforcement authorities for the education and guidance of students to create a school climate and knowledge base conducive to learning and personal growth.
4. Provide Law Enforcement authorities with floor plans of school buildings.

G. Legal Authority

1. The parties to this Memorandum enter into this agreement in accordance with the provisions of the act of March 10, 1949 (P.L. 30, No. 14), as amended, 24 P.S. §13-1301-A, et. Seq., requiring that by June 30, 1999, all school entities shall develop and implement a single memorandum of understanding in cooperation with each local law enforcement entity with jurisdiction over the school entity and the Pennsylvania State Police.
2. In so recognizing this legal authority, the parties acknowledge their respective duties pursuant to this Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.

II. Incidents Requiring Law Enforcement Notification and Response

A. Notification

The School Entity shall immediately report by the most expeditious means possible to the Law Enforcement Authority of primary jurisdiction the occurrence of any of the following incidents occurring on school property, at any school sponsored activity, or on any public conveyance, including but not limited to a school bus, providing transportation to or from a school or school sponsored activity:

1. **Possession of a Weapon.** As used in this Memorandum "weapon" shall include, but not be limited to, any knife, cutting instrument, cutting tool, nunchaku, firearm, shotgun, rifle, metal knuckles, billy club, blackjack, grenade, incendiary device, and any other tool, instrument or implement capable of inflicting serious bodily injury where the intent to use such tool, instrument or implement as a weapon is present.

This reporting requirement does not apply to a weapon which is:

- a. used, as part of a school-approved program, by an individual who is participating in the program; or
 - b. an unloaded weapon possessed by an individual while traversing school property for the purpose of obtaining access to public or private lands used for lawful hunting if the entry on school premises is authorized by school authorities.
2. Act of Violence. As used in this Memorandum “act of violence” shall mean an offense, including the attempt, solicitation or conspiracy to commit the offense, under any of the following provisions of the Pennsylvania Crimes Code, 18 Pa. C. S.:
- a. Possession of weapon on school property, 18 Pa. C.S. Section 912;
 - b. Criminal homicide, 18 Pa.C.S. Section 2501;
 - c. Simple assault, 18 Pa. C.S. Section 2701, if the offense would reasonably result in the expulsion of the perpetrator or if the victim requires outside medical assistance;
 - d. Aggravated assault, 18 Pa. C.S. Section 2702;
 - e. Terroristic threats, 18 Pa. C.S. Section 2706;
 - f. Rape, 18 Pa. C.S. Section 3121;
 - g. Statutory sexual assault, 18 Pa. C.S. Section 3122.1;
 - h. Involuntary deviate sexual intercourse, 18 Pa. C.S. Section 3123;
 - i. Sexual assault, 18 Pa. C.S. Section 3124.1;
 - j. Aggravated indecent assault, 18 Pa. C.S. Section 3125;
 - k. Indecent assault, 18 Pa. C.S. Section 3126;
 - l. Arson and related offenses, 18 Pa. C.S. Section 3301;
 - m. Robbery, 18 Pa. C.S. Section 3701;
 - n. Robbery of motor vehicle, 18 Pa. C.S. Section 3702.
3. Possession, Use or Sale of a Controlled Substance or Drug Paraphernalia
- a. As used in this Memorandum, “controlled substance” shall include the possession, use or sale of controlled substances as defined in the Act of April 14, 1972 (P.L. No. 64) known as “The Controlled Substance, Drug, Device and Cosmetic Act” (hereinafter “Drug Act”) including, but not limited to, inhalants, marijuana, cocaine, crack, heroin, LSD, PCP, amphetamines, all steroids, look-a-likes, and other substances commonly known as “designer drugs.”
 - b. Included in this reporting provision shall be the possession, use or sale of drug paraphernalia, as defined in the Drug Act, including, but not limited to, hypodermic needles, syringes, wrapping papers, and all other implements utilized for the purpose of ingesting or otherwise introducing controlled substances into the body.
4. Purchase, consumption, possession or transportation of liquor or malt or brewed beverages by a minor under the age of 21 years and/or presence of a minor under the age of 21 years under the influence of alcohol and/or malt or brewed beverages.
5. Gang-related activity.
6. Ethnic Intimidation as defined in the Pennsylvania Crimes Code, 18 Pa. C.S. Section 2710.

7. Harassment and Stalking as defined in the Pennsylvania Crimes Code, 18 Pa. C.S. Section 2709.

B. Upon notification of the incident to the Law Enforcement Authority, the School Entity shall provide as much of the following information as is available at the time of notification. In no event shall the gathering of information unnecessarily delay notification.

1. Whether the incident is in-progress or has concluded.
2. Nature of the incident.
3. Exact location of the incident.
4. Number of persons involved in the incident.
5. Names and ages of the individuals involved.
6. Weapons, if any, involved in the incident.
7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
8. Injuries involved.
9. Whether EMS was notified.
10. Identity of the school contact person.
11. Identity of the witnesses to the incident, if any.
12. All other such information as is known to the school authority which can be deemed relevant to the incident under investigation.

III. Law Enforcement Authority Response

A. Initial response by Law Enforcement Authority shall include:

1. For incidents in progress:
 - a. Meet with contact person and locate scene of incident.
 - b. Stabilize incident.
 - c. Provide/arrange for emergency medical treatment, if necessary.
 - d. Control the scene of the incident
 - (1) Secure any physical evidence at the scene
 - (2) Identify involved persons and witnesses
 - e. Conduct investigation
 - f. Exchange information
 - g. Confer with school officials to determine the extent of law enforcement involvement required by the situation
2. Incidents not in progress:
 - a. Meet with contact person
 - b. Recover any physical evidence
 - c. Conduct investigation
 - d. Exchange information
 - e. Confer with school officials to determine the extent of law enforcement involvement required by the situation
3. Incidents involving delayed reporting
 - a. In the event that a reportable incident occurs on school property, at a school sponsored event, or on any public conveyance providing

transportation to or from a school or school sponsored activity after the conclusion of the school day or after the conclusion of the event at which the incident occurred, the school entity shall report the incident to the law enforcement entity immediately upon its notification.

- b. If such incident is initially reported to the school entity, the school entity shall proceed as outlined in paragraphs II A and B above.
- c. If the incident is initially reported to law enforcement, law enforcement shall proceed directly with its investigation and shall immediately notify the school entity of the incident, with all pertinent and reportable information, by the most expeditious means possible as if the reporting was not delayed.

B. Custody of Actors

1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer if:
 - a. the student has been placed under arrest;
 - b. the student is being placed under investigative detention;
 - c. the student is being taken into custody for the protection of the student; or
 - d. the student's parent or guardian consents to the release of the student to law enforcement custody.
2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

IV. Assistance of School Entities

A. In Loco Parentis

1. Teachers, Guidance Counselors, Vice Principals and Principals in the public schools have the right to exercise the same authority as to conduct and behavior over the pupils attending school, during the time they are in attendance, including the time required in going to and from their homes, as the parents, guardian or persons in parental relation to such pupils may exercise over them.
2. School authorities' ability to stand in loco parentis over children does not extend to matters beyond conduct and discipline during school, school activities, or on any public conveyance providing transportation to or from school or school sponsored activity.

B. Notification of Parent or Guardian

1. Parents or guardians of students involved in acts of violence, possession of weapons, sexual assault, or the possession, use or sale of a controlled substance or the underage possession of alcohol or intoxication from alcohol should be notified of the involvement as soon as possible.

2. In the event that a parent or guardian of a student may be a co-suspect or in the event of a situation in which immediate notification of the incident may result in the destruction of or tampering with evidence or witnesses, the school entity, in cooperation with the law enforcement authority, may decide to delay notification of parents or guardians.
3. School entities shall document attempts made to reach the parents or guardians of all victims, witnesses and suspects of incidents reportable to law enforcement authorities pursuant to the terms of this agreement.
4. Except in cases in which the suspect student has been injured and requires medical attention, the decision to notify a suspect's parents or guardians shall be a cooperative decision between school officials and law enforcement authorities.

C. Scope of School Entity's Involvement

1. Victims

- a. Unless the school entity has received previous written instruction from the parent or guardian to the contrary, the Law Enforcement Agency does not need to secure parental permission to interview a victim.
- b. The school entity shall notify the parent or guardian of a victim when law enforcement authorities interview that victim. Law enforcement shall follow department policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.
- c. In the event a victim is interviewed by law enforcement authorities on school property, a guidance counselor or similar designated personnel shall be present during the interview.

2. Witnesses

- a. Unless the school entity has received previous written instruction from the parent or guardian to the contrary, the Law Enforcement Agency does not need to secure parental permission to interview a witness to a reportable incident.
- b. The school entity shall notify the parent or guardian of a witness when law enforcement authorities interview that witness. Law enforcement shall follow department policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.
- c. In the event a witness is interviewed by law enforcement authorities on school property, a guidance counselor or similar designated personnel shall be present during the interview.

3. Suspects

- a. Depending upon the individual circumstances of the incident, a juvenile suspect may or may not be competent to waive his/her rights to consult with an interested adult and/or an attorney prior to speaking with law enforcement authorities.
- b. The school entity shall cooperate with law enforcement authorities to secure the permission and presence of at least one parent or

guardian of a student suspect before that student is interviewed by law enforcement authorities.

- c. In the event an interested adult cannot be contacted, the school entity shall defer to the policies, procedures and direction of the investigating law enforcement authority who shall act in a manner consistent with the protection of the student suspect's legal and constitutional rights.
- d. The legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the law enforcement authority. The school entity shall defer to the expertise of the law enforcement authority on matters of criminal and juvenile law procedure, except as is necessary to protect an interest of the school entity.

4. Conflicts of Interest

- a. The parties to this Memorandum recognize that in the event that a school entity employee, contractor, or other person acting on behalf of the school district or entity is the subject of an investigation, a conflict of interest may exist between the school entity and the adult suspect.
- b. Where the possibility of such a conflict exists, neither the individual that is the subject of the investigation nor any person acting as his/her subordinate or direct supervisor shall be present during law enforcement authority's interviews of student co-suspects, victims or witnesses.
- c. Neither the individual who is the subject of the investigation, nor his/her subordinate(s) and/or direct supervisor(s) shall be informed of the contents of the statements made by student co-suspects, victims or witnesses, except at the discretion of law enforcement authorities or as otherwise required by law.

D. Reporting Requirements and Exchange of Information

- 1. Law enforcement authorities shall be governed by the following reporting and information exchange guidelines:
 - a. Criminal History Record Information Act, 18 Pa. C.S. Chapter 91.
 - b. The Public School Code of 1949, 24 P.S. Section 13-1303-A(b). Law enforcement authorities shall provide to school districts the information required under the reporting guidelines set forth thereunder.
 - c. Law enforcement authorities shall not make disclosures contradictory to paragraph IV-C-4 of this Memorandum.
- 2. School entities shall be governed by and cooperate with the following reporting and information exchange guidelines:
 - a. Federal Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g and its implementing regulations at 34 C.F.R. Section 99.1 et seq., and 22 Pa. Code Sections 12.31-12.33.
 - b. Share information and evidence as required for police to complete investigation of the incident.

- c. Comply with the requirements of the Public School Code of 1949, 24 P.S. Sections 13-1303-A and 13-1317.2.
- d. Complete reports as required by the Public School Code of 1949, 24 P.S. Section 13-1303-A(b).

V. Media Relations

- A. Release of information
 - 1. The release of information concerning incidents reportable to law enforcement authorities pursuant to the terms of this Memorandum of Understanding shall be coordinated between law enforcement authorities and school entities.
 - 2. The parties shall release as much information as is allowable by law with due deliberation given to the investigative considerations and the need to limit disruptions to school functions and protect the privacy of the students and staff involved.

VI. General Provisions

- A. This Memorandum is not intended to and does not create any contractual rights or obligations with respect to the signatory agencies or any other persons or entities.
- B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties, but in any event must be reviewed and re-executed every two years at the beginning of the school year (starting July, 2014) and every two years thereafter.
- C. In the event of changes in state or federal law which necessitate changes to this Memorandum, the parties shall collaborate to amend this Memorandum to assure compliance by the parties with state and federal requirements.
- D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

AND NOW, this 21st day of July, 2014, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

Superintendent/Administrative Director

East Stroudsburg Area School District

School Entity

Chief Law Enforcement Authority

Pennsylvania State Police--Swiftwater

Law Enforcement Authority

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MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN

Pennsylvania State Police – Blooming Grove

(Law Enforcement Authority)

and

East Stroudsburg Area School District

(School Entity)

July, 2014

(Date)

I. **Joint Statement of Concern**

A. **Parties**

The following Law Enforcement Authority or Authorities enter into and agree to adhere to the policies and procedures contained in this Memorandum of Understanding: **Pennsylvania State Police – Blooming Grove**

The following School Entity or Entities enter into and agree to adhere to the policies and procedures contained in this Memorandum of Understanding: **East Stroudsburg Area School District**

B. The purpose of this Memorandum is to establish procedures to be followed when any of the following incidents occurs on school property, at any school sponsored activity, or on any public conveyance providing transportation to or from a school or school sponsored activity, including but not limited to a school bus:

1. Possession of a weapon;
2. Act of violence;
3. Possession, use or sale of a controlled substance or drug paraphernalia;
4. Purchase, consumption, possession or transportation of liquor or malt or brewed beverages by a minor under the age of 21 years and/or presence of a minor under the age of 21 years under the influence of alcohol and/or malt or brewed beverages;
5. Gang-related activity;
6. Ethnic intimidation;
7. Harassment and stalking.

- C. It is further the purpose of this Memorandum to foster a relationship of cooperation, mutual support and the sharing of information and resources between the parties hereto as they work together to maintain the physical security and safety of schools in the district. In furtherance of the parties' intent to foster this working relationship, the following officer(s) is/are hereby designated as the district's law enforcement liaison: **Facility Principal or designee**. In so making this designation, it is the understanding of the parties that the school is thereby enabled to disclose information from a student's education records to these designated officers without limitations of the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. Section 1232g and its implementing regulations at 34 C.F.R. Section 99.1 et seq., and 22 Pa. Code Sections 12.31-12.33.
- D. The parties hereto agree that in the event that an incident defined by this Memorandum occurs on school property, at any school sponsored activity, or on any public conveyance, including but not limited to a school bus, providing transportation to or from a school or school sponsored activity, primary law enforcement jurisdiction will be determined as follows: **By the location of the incident or by mutual determination of the involved law enforcement agencies.**

E. Law Enforcement Priorities

1. Investigate all incidents reported to have occurred on school property, at any school sponsored activity, or on any public conveyance providing transportation to or from a school or school sponsored activity. The investigation of all reported incidents shall involve as little disruption of the school environment as is practicable.
2. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption of the school environment as is practicable.
3. Assist school entities in the prevention of acts of violence, possession of weapons, the possession, use or sale of controlled substances and drug paraphernalia, the purchase, consumption, possession or transportation of liquor or malt or brewed beverages, gang-related activities, ethnic intimidation, harassment and stalking.
4. Disseminate information regarding Megan's Law following the provisions of 18 Pa.C.S. Ch. 91 (relating to criminal history record information), the chief law enforcement officer of the full-time or part-time police department of the municipality where a sexually violent predator lives shall be responsible for providing written notice.

F. School Priorities

1. Create safe learning environments which support each student's well-being and opportunities to reach their full potential while balancing and protecting the rights of all students within their authority.
2. Establish and maintain cooperative relationships with law enforcement authorities in the reporting and resolution of all acts of school violence, weapons possession, the possession, use or sale of controlled substances and drug paraphernalia, the purchase, consumption, possession or transportation of liquor or malt or brewed beverages, gang-related activities, ethnic intimidation, harassment and stalking.
3. Foster partnerships with law enforcement authorities for the education and guidance of students to create a school climate and knowledge base conducive to learning and personal growth.
4. Provide Law Enforcement authorities with floor plans of school buildings.

G. Legal Authority

1. The parties to this Memorandum enter into this agreement in accordance with the provisions of the act of March 10, 1949 (P.L. 30, No. 14), as amended, 24 P.S. §13-1301-A, et. Seq., requiring that by June 30, 1999, all school entities shall develop and implement a single memorandum of understanding in cooperation with each local law enforcement entity with jurisdiction over the school entity and the Pennsylvania State Police.
2. In so recognizing this legal authority, the parties acknowledge their respective duties pursuant to this Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.

II. Incidents Requiring Law Enforcement Notification and Response

A. Notification

The School Entity shall immediately report by the most expeditious means possible to the Law Enforcement Authority of primary jurisdiction the occurrence of any of the following incidents occurring on school property, at any school sponsored activity, or on any public conveyance, including but not limited to a school bus, providing transportation to or from a school or school sponsored activity:

1. **Possession of a Weapon.** As used in this Memorandum "weapon" shall include, but not be limited to, any knife, cutting instrument, cutting tool, nunchaku, firearm, shotgun, rifle, metal knuckles, billy club, blackjack, grenade, incendiary device, and any other tool, instrument or implement capable of inflicting serious bodily injury where the intent to use such tool, instrument or implement as a weapon is present.

This reporting requirement does not apply to a weapon which is:

- a. used, as part of a school-approved program, by an individual who is participating in the program; or
 - b. an unloaded weapon possessed by an individual while traversing school property for the purpose of obtaining access to public or private lands used for lawful hunting if the entry on school premises is authorized by school authorities.
2. Act of Violence. As used in this Memorandum “act of violence” shall mean an offense, including the attempt, solicitation or conspiracy to commit the offense, under any of the following provisions of the Pennsylvania Crimes Code, 18 Pa. C. S.:
- a. Possession of weapon on school property, 18 Pa. C.S. Section 912;
 - b. Criminal homicide, 18 Pa.C.S. Section 2501;
 - c. Simple assault, 18 Pa. C.S. Section 2701, if the offense would reasonably result in the expulsion of the perpetrator or if the victim requires outside medical assistance;
 - d. Aggravated assault, 18 Pa. C.S. Section 2702;
 - e. Terroristic threats, 18 Pa. C.S. Section 2706;
 - f. Rape, 18 Pa. C.S. Section 3121;
 - g. Statutory sexual assault, 18 Pa. C.S. Section 3122.1;
 - h. Involuntary deviate sexual intercourse, 18 Pa. C.S. Section 3123;
 - i. Sexual assault, 18 Pa. C.S. Section 3124.1;
 - j. Aggravated indecent assault, 18 Pa. C.S. Section 3125;
 - k. Indecent assault, 18 Pa. C.S. Section 3126;
 - l. Arson and related offenses, 18 Pa. C.S. Section 3301;
 - m. Robbery, 18 Pa. C.S. Section 3701;
 - n. Robbery of motor vehicle, 18 Pa. C.S. Section 3702.
3. Possession, Use or Sale of a Controlled Substance or Drug Paraphernalia
- a. As used in this Memorandum, “controlled substance” shall include the possession, use or sale of controlled substances as defined in the Act of April 14, 1972 (P.L. No. 64) known as “The Controlled Substance, Drug, Device and Cosmetic Act” (hereinafter “Drug Act”) including, but not limited to, inhalants, marijuana, cocaine, crack, heroin, LSD, PCP, amphetamines, all steroids, look-a-likes, and other substances commonly known as “designer drugs.”
 - b. Included in this reporting provision shall be the possession, use or sale of drug paraphernalia, as defined in the Drug Act, including, but not limited to, hypodermic needles, syringes, wrapping papers, and all other implements utilized for the purpose of ingesting or otherwise introducing controlled substances into the body.
4. Purchase, consumption, possession or transportation of liquor or malt or brewed beverages by a minor under the age of 21 years and/or presence of a minor under the age of 21 years under the influence of alcohol and/or malt or brewed beverages.
5. Gang-related activity.
6. Ethnic Intimidation as defined in the Pennsylvania Crimes Code, 18 Pa. C.S. Section 2710.

7. Harassment and Stalking as defined in the Pennsylvania Crimes Code, 18 Pa. C.S. Section 2709.

B. Upon notification of the incident to the Law Enforcement Authority, the School Entity shall provide as much of the following information as is available at the time of notification. In no event shall the gathering of information unnecessarily delay notification.

1. Whether the incident is in-progress or has concluded.
2. Nature of the incident.
3. Exact location of the incident.
4. Number of persons involved in the incident.
5. Names and ages of the individuals involved.
6. Weapons, if any, involved in the incident.
7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
8. Injuries involved.
9. Whether EMS was notified.
10. Identity of the school contact person.
11. Identity of the witnesses to the incident, if any.
12. All other such information as is known to the school authority which can be deemed relevant to the incident under investigation.

III. Law Enforcement Authority Response

A. Initial response by Law Enforcement Authority shall include:

1. For incidents in progress:
 - a. Meet with contact person and locate scene of incident.
 - b. Stabilize incident.
 - c. Provide/arrange for emergency medical treatment, if necessary.
 - d. Control the scene of the incident
 - (1) Secure any physical evidence at the scene
 - (2) Identify involved persons and witnesses
 - e. Conduct investigation
 - f. Exchange information
 - g. Confer with school officials to determine the extent of law enforcement involvement required by the situation
2. Incidents not in progress:
 - a. Meet with contact person
 - b. Recover any physical evidence
 - c. Conduct investigation
 - d. Exchange information
 - e. Confer with school officials to determine the extent of law enforcement involvement required by the situation
3. Incidents involving delayed reporting
 - a. In the event that a reportable incident occurs on school property, at a school sponsored event, or on any public conveyance providing

transportation to or from a school or school sponsored activity after the conclusion of the school day or after the conclusion of the event at which the incident occurred, the school entity shall report the incident to the law enforcement entity immediately upon its notification.

- b. If such incident is initially reported to the school entity, the school entity shall proceed as outlined in paragraphs II A and B above.
- c. If the incident is initially reported to law enforcement, law enforcement shall proceed directly with its investigation and shall immediately notify the school entity of the incident, with all pertinent and reportable information, by the most expeditious means possible as if the reporting was not delayed.

B. Custody of Actors

1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer if:
 - a. the student has been placed under arrest;
 - b. the student is being placed under investigative detention;
 - c. the student is being taken into custody for the protection of the student; or
 - d. the student's parent or guardian consents to the release of the student to law enforcement custody.
2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

IV. Assistance of School Entities

A. In Loco Parentis

1. Teachers, Guidance Counselors, Vice Principals and Principals in the public schools have the right to exercise the same authority as to conduct and behavior over the pupils attending school, during the time they are in attendance, including the time required in going to and from their homes, as the parents, guardian or persons in parental relation to such pupils may exercise over them.
2. School authorities' ability to stand in loco parentis over children does not extend to matters beyond conduct and discipline during school, school activities, or on any public conveyance providing transportation to or from school or school sponsored activity.

B. Notification of Parent or Guardian

1. Parents or guardians of students involved in acts of violence, possession of weapons, sexual assault, or the possession, use or sale of a controlled substance or the underage possession of alcohol or intoxication from alcohol should be notified of the involvement as soon as possible.

2. In the event that a parent or guardian of a student may be a co-suspect or in the event of a situation in which immediate notification of the incident may result in the destruction of or tampering with evidence or witnesses, the school entity, in cooperation with the law enforcement authority, may decide to delay notification of parents or guardians.
3. School entities shall document attempts made to reach the parents or guardians of all victims, witnesses and suspects of incidents reportable to law enforcement authorities pursuant to the terms of this agreement.
4. Except in cases in which the suspect student has been injured and requires medical attention, the decision to notify a suspect's parents or guardians shall be a cooperative decision between school officials and law enforcement authorities.

C. Scope of School Entity's Involvement

1. Victims

- a. Unless the school entity has received previous written instruction from the parent or guardian to the contrary, the Law Enforcement Agency does not need to secure parental permission to interview a victim.
- b. The school entity shall notify the parent or guardian of a victim when law enforcement authorities interview that victim. Law enforcement shall follow department policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.
- c. In the event a victim is interviewed by law enforcement authorities on school property, a guidance counselor or similar designated personnel shall be present during the interview.

2. Witnesses

- a. Unless the school entity has received previous written instruction from the parent or guardian to the contrary, the Law Enforcement Agency does not need to secure parental permission to interview a witness to a reportable incident.
- b. The school entity shall notify the parent or guardian of a witness when law enforcement authorities interview that witness. Law enforcement shall follow department policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.
- c. In the event a witness is interviewed by law enforcement authorities on school property, a guidance counselor or similar designated personnel shall be present during the interview.

3. Suspects

- a. Depending upon the individual circumstances of the incident, a juvenile suspect may or may not be competent to waive his/her rights to consult with an interested adult and/or an attorney prior to speaking with law enforcement authorities.
- b. The school entity shall cooperate with law enforcement authorities to secure the permission and presence of at least one parent or

guardian of a student suspect before that student is interviewed by law enforcement authorities.

- c. In the event an interested adult cannot be contacted, the school entity shall defer to the policies, procedures and direction of the investigating law enforcement authority who shall act in a manner consistent with the protection of the student suspect's legal and constitutional rights.
- d. The legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the law enforcement authority. The school entity shall defer to the expertise of the law enforcement authority on matters of criminal and juvenile law procedure, except as is necessary to protect an interest of the school entity.

4. Conflicts of Interest

- a. The parties to this Memorandum recognize that in the event that a school entity employee, contractor, or other person acting on behalf of the school district or entity is the subject of an investigation, a conflict of interest may exist between the school entity and the adult suspect.
- b. Where the possibility of such a conflict exists, neither the individual that is the subject of the investigation nor any person acting as his/her subordinate or direct supervisor shall be present during law enforcement authority's interviews of student co-suspects, victims or witnesses.
- c. Neither the individual who is the subject of the investigation, nor his/her subordinate(s) and/or direct supervisor(s) shall be informed of the contents of the statements made by student co-suspects, victims or witnesses, except at the discretion of law enforcement authorities or as otherwise required by law.

D. Reporting Requirements and Exchange of Information

- 1. Law enforcement authorities shall be governed by the following reporting and information exchange guidelines:
 - a. Criminal History Record Information Act, 18 Pa. C.S. Chapter 91.
 - b. The Public School Code of 1949, 24 P.S. Section 13-1303-A(b). Law enforcement authorities shall provide to school districts the information required under the reporting guidelines set forth thereunder.
 - c. Law enforcement authorities shall not make disclosures contradictory to paragraph IV-C-4 of this Memorandum.
- 2. School entities shall be governed by and cooperate with the following reporting and information exchange guidelines:
 - a. Federal Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g and its implementing regulations at 34 C.F.R. Section 99.1 et seq., and 22 Pa. Code Sections 12.31-12.33.
 - b. Share information and evidence as required for police to complete investigation of the incident.

- c. Comply with the requirements of the Public School Code of 1949, 24 P.S. Sections 13-1303-A and 13-1317.2.
- d. Complete reports as required by the Public School Code of 1949, 24 P.S. Section 13-1303-A(b).

V. Media Relations

A. Release of information

- 1. The release of information concerning incidents reportable to law enforcement authorities pursuant to the terms of this Memorandum of Understanding shall be coordinated between law enforcement authorities and school entities.
- 2. The parties shall release as much information as is allowable by law with due deliberation given to the investigative considerations and the need to limit disruptions to school functions and protect the privacy of the students and staff involved.

VI. General Provisions

- A. This Memorandum is not intended to and does not create any contractual rights or obligations with respect to the signatory agencies or any other persons or entities.
- B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties, but in any event must be reviewed and re-executed every two years at the beginning of the school year (starting July, 2016) and every two years thereafter.
- C. In the event of changes in state or federal law which necessitate changes to this Memorandum, the parties shall collaborate to amend this Memorandum to assure compliance by the parties with state and federal requirements.
- D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

AND NOW, this 21st day of July, 2014, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

Superintendent/Administrative Director

East Stroudsburg Area School District

School Entity



Chief Law Enforcement Authority

Pennsylvania State Police-Blooming Grove

Law Enforcement Authority

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Diana Allison
Date(s) of Presentation 8/27/14
Presentation Title Google Apps Overview (Session # 1)
Purpose of Presentation Professional Development
Total Time Required for Presentation 2 hrs (7:10 - 9:10)
Presentation Facility HS-South
Maximum Number of Participants 22
Total Estimated Cost of Proposed Presentation \$ 175.00
Budget Account Number to be Charged 10-2271-300-000-30-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Brian Borosh Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Diana Allison Date 6/6/2014
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent
for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Diana Allison
Date(s) of Presentation 8/27/14
Presentation Title Google Research Tool (Session #2)
Purpose of Presentation Professional development
Total Time Required for Presentation 2 hrs (9:25-11:25)
Presentation Facility HS-SOUTH
Maximum Number of Participants 22
Total Estimated Cost of Proposed Presentation \$175.00
Budget Account Number to be Charged 10-2271-300-000-30-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bryan Bonch Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Diana Allison Date 6/6/2014
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent
for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓

East Stroudsburg Area School District

Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter HILLARY Beal

Date(s) of Presentation 8/27/14

Presentation Title Google Apps Overview (Session #1)

Purpose of Presentation Professional development

Total Time Required for Presentation 2 hrs (7:10-9:10)

Presentation Facility HS South.

Maximum Number of Participants 22

Total Estimated Cost of Proposed Presentation \$ 175.00

Budget Account Number to be Charged 10-2271-300-000-30-00-04

Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Brian Borah Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Hillary Beal Date 6/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Hillary Beal
Date(s) of Presentation 8/27/14
Presentation Title Student Collaboration in Google (SESSION #2)
Google Presentation
Purpose of Presentation Professional development
Total Time Required for Presentation 2 hrs (9:25-11:25)
Presentation Facility HS - South
Maximum Number of Participants 22
Total Estimated Cost of Proposed Presentation \$175.00
Budget Account Number to be Charged 10-2271-300-000-30-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Brian Bond Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Hillary Beal Date 6/10/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/15/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

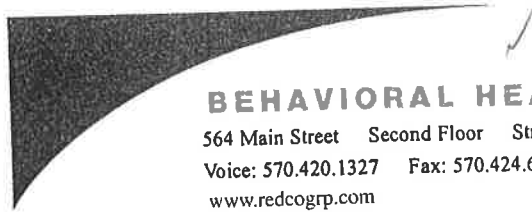
Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter



BEHAVIORAL HEALTH SERVICES
 564 Main Street Second Floor Stroudsburg, PA 18360
 Voice: 570.420.1327 Fax: 570.424.6487
 www.redcogr.com

Linking Resources to Community Needs

Sharon S. Laverdure
 Superintendent
 East Stroudsburg Area School District
 50 Vine Street
 East Stroudsburg, PA 18301

Letter of Agreement/Linkage

With the intention of assisting individuals and families in need of Behavioral Health Services to access appropriate levels of care, The ReDCo Group Behavioral Health Services and the party listed below agree to:

1. Maintain awareness of each other's programs and services;
2. Maintain communication via identified liaison staff; and
3. Participate in Inter-Agency Meetings for the purpose of coordination of care within confidentiality and HIPAA regulations as required and able.

This Letter of Agreement will remain in effect until December 2015 unless and until it is terminated by one or both parties in writing. This agreement will be renewed annually by both parties.

The ReDCo Group provides Psychiatric Outpatient Services including therapy and medication management in Carbon, Monroe, and Pike Counties, Intensive Family Based F.A.C.T. Services for youth at risk of out of home placement (CMP Counties); Psychiatric Rehabilitation for Transition Age Youth (18-30) along with Supported Independent Housing Monroe. ReDCo is proud to offer Certified Peer Specialists services in Monroe County for adults.

This agreement is a commitment to abide by all Federal and State Regulations, including confidentiality of consumer information. Neither part shall discriminate against consumers on the basis of gender, gender identity, race, religion, national origin, age or handicap. This is affirmed by the signatures below.

 Patricia M. McAleavy, LCSW, BCD
 VP BHS

4.29.14
 Date

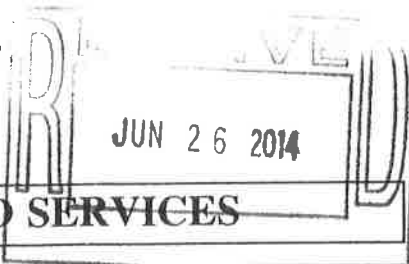
 Administrator or Designee

 Date

Please provide updated contact, address if changed:

Please provide your email address:

Thank you in advance for your review, signature, and return of the letter of linkage/agreement



REQUEST FOR CONSULTANT/CONTRACTED SERVICES

1. Initiator: Complete this section.

Name of Consultant: Bushkill Emergency Corps # 02496
 Address: P.O. Box 174 Bushkill PA 18324
 Function or purpose of service (be specific): stand by ambulance coverage for designated home varsity football games at North High School
 Location of service: North High School
 Time period - from 9/5/14 to: 10/24/14
(begin date) (end date)
5 games @ \$ 100 per game = \$ 500.00 plus expenses?
Total days/hours/other daily/hourly/other rate Total Contract yes no
 Charge to Account Number: 10 - 3200 - 300 - 000 - 30 - 51 - 68
 Signatures — Initiator: [Signature] Date: 6/12/14

2. Consultant/Contractor: Complete this section, return all copies along with a completed W-9 form to the office of the Assistant Superintendent for Curriculum.
I agree to satisfactorily complete the function noted above according to the criteria stipulated above. I understand that work not completed by the completion date will not be paid for under this agreement. Should circumstances occur beyond the control of the district/contractor which prevents the service from taking place, the district is not obligated to pay the consultant/contractor.
[Signature] 6/23/14
 Consultant/Contractor Signature Federal ID# or Social Security # Date
NOTE: Upon completion of service send an Invoice to the Business Office for payment.

STEPS NUMBERS 1 and 2 MUST BE COMPLETED BEFORE PROCEEDING TO 3 - 5.

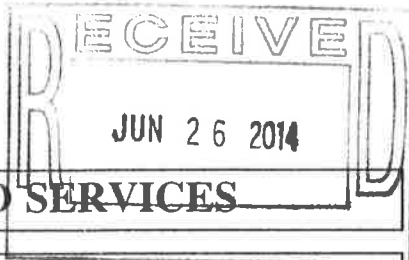
3. Assistant Superintendent for Curriculum: [Signature] Date: 6/26/14

4. APPROVALS: Board of Education — Date: ___ / ___ / ___ Purchase Order # _____
 Superintendent: _____ Date: ___ / ___ / ___

5. Initiator:
 Comments on Services: _____

 The Business Office is hereby authorized to pay \$ _____ for services rendered.
 Initiator: _____ Date: ___ / ___ / ___

The East Stroudsburg Area School District provides equal opportunity in all of its educational programs, activities and employment. In compliance with Title VI, Title IX and Section 504, no person will be subject to discrimination based on age, race, color, gender, religion, national origin, creed, handicap or marital status. 81



REQUEST FOR CONSULTANT/CONTRACTED SERVICES

1. Initiator: Complete this section.

Name of Consultant: Bushkill Emergency Corps # 02496
 Address: P.O. Box 174 Bushkill PA 18324
 Function or purpose of service (be specific): Stand by ambulance coverage for designated home JV+Jr High (freshman) football game at North
 Location of service: North Stadium
 Time period - from 8/30/14 to: 11/3/14
(begin date) (end date)
10 games @ \$ 100 per game = \$ 1000.00 plus expenses?
 Total days/hours/other daily/hourly/other rate Total Contract yes no
 Charge to Account Number: 10 - 3200 - 300 - 000 - 30 - 51 - 68
 Signatures — Initiator: Bayan A B Date: 6/13/14

2. Consultant/Contractor: Complete this section, return all copies along with a completed W-9 form to the office of the Assistant Superintendent for Curriculum.

I agree to satisfactorily complete the function noted above according to the criteria stipulated above. I understand that work not completed by the completion date will not be paid for under this agreement. Should circumstances occur beyond the control of the district/contractor which prevents the service from taking place, the district is not obligated to pay the consultant/contractor.

Consultant/Contractor Signature: [Signature] Federal ID# or Social Security # 6,23,14 Date: 6/23/14

NOTE: Upon completion of service send an Invoice to the Business Office for payment.

STEPS NUMBERS 1 and 2 MUST BE COMPLETED BEFORE PROCEEDING TO 3 - 5.

3. Assistant Superintendent for Curriculum: Thomas Lynch Date: 6/26/14

4. APPROVALS: Board of Education — Date: ___ / ___ / ___ Purchase Order # _____
 Superintendent: _____ Date: ___ / ___ / ___

5. Initiator:
 Comments on Services: _____

 The Business Office is hereby authorized to pay \$ _____ for services rendered.
 Initiator: _____ Date: ___ / ___ / ___

The East Stroudsburg Area School District provides equal opportunity in all of its educational programs, activities and employment. In compliance with Title VI, Title IX and Section 504, no person will be subject to discrimination based on age, race, color, gender, religion, national origin, creed, handicap or marital status. 82

RECEIVED
JUN 26 2014

REQUEST FOR CONSULTANT/CONTRACTED SERVICES

1. Initiator: Complete this section.

Name of Consultant: Bushkill Emergency Corps # 02496

Address: P.O. Box 174, Bushkill PA 18324

Function or purpose of service (be specific): standby ambulance coverage for designated home football games at Lehman Intermediate

Location of service: Nd Lehman Football Field

Time period - from 9/10/14 to: 10/13/14
(begin date) (end date)

8 games @ \$ 100 per game = \$ 800.00 plus expenses?
Total days/hours/other daily/hourly/other rate Total Contract yes no

Charge to Account Number: 10 - 3200 - 300 - 000 - 30 - 52 - 68

Signatures — Initiator: [Signature] Date: 6/13/14

2. Consultant/Contractor: Complete this section, return all copies along with a completed W-9 form to the office of the Assistant Superintendent for Curriculum.

I agree to satisfactorily complete the function noted above according to the criteria stipulated above. I understand that work not completed by the completion date will not be paid for under this agreement. Should circumstances occur beyond the control of the district/contractor which prevents the service from taking place, the district is not obligated to pay the consultant/contractor.

[Signature] Federal ID# or Social Security # 7 Date 6/23/14

NOTE: Upon completion of service send an Invoice to the Business Office for payment.

STEPS NUMBERS 1 and 2 MUST BE COMPLETED BEFORE PROCEEDING TO 3 - 5.

3. Assistant Superintendent for Curriculum: TRa Smith Date: 6/26/14

4. APPROVALS: Board of Education — Date: / / Purchase Order #

Superintendent: Date: / /

5. Initiator:
Comments on Services:

The Business Office is hereby authorized to pay \$ for services rendered.
Initiator: Date: / /

The East Stroudsburg Area School District provides equal opportunity in all of its educational programs, activities and employment. In compliance with Title VI, Title IX and Section 504, no person will be subject to discrimination based on age, race, color, gender, religion, national origin, creed, handicap or marital status. 83

STANDARD EDUCATION AGREEMENT

Agreement made this 21st day of April 2014 by and between The Devereux Foundation ("Devereux"), a Pennsylvania non profit corporation with its principal place of business at 2012 Renaissance Blvd, King of Prussia, PA 19406 for its:

Devereux PA, Children's IDD Services and

East Stroudsburg Area School District (Agency),

which has its principal place of business at 50 Vine Street East Stroudsburg, PA 19301

Whereas, Agency has determined that Devereux is able to meet the special educational needs of individuals for which Agency is obligated to provide services/funding, and

Whereas, Agency desires to plac ("Client") at Devereux, and

Whereas, Agency represents that the parent(s) or guardian of the Client has agreed that Devereux is able to meet the needs of the Client,

Now, therefore, in consideration of the terms hereinafter set forth, and with intent to be legally bound, the parties agree as follows:

1. Devereux Services - Devereux will provide to the Client education, basic psychiatric intervention, psychological services, and related services as called for in the Client's individual educational plan.
2. Term and Renewal - This agreement shall be for the period 7/7/2014 to 8/22/2014 unless terminated earlier due to discharge of the student or the transfer of payment responsibility to an alternative agency.
3. Payment of Fees - In consideration for Devereux's provision of services as set forth above, Agency shall pay to Devereux a fee of \$ 210 per Education Day beginning on the date of admission. The parties expressly agree that Education Day includes all days of excused/authorized absences as well as unauthorized absences as detailed in section 15, below. If the Client is admitted or discharged during a payment period, the fee shall be prorated. Payment is due not later than 30 calendar days from the date of invoice. Late payments are subject to a finance charge equal to one percent per month on the unpaid balance, or the highest rate allowed by law, whichever is lower. Unless otherwise set forth herein, the fee does not cover, and Devereux shall not be responsible for the Client's medical, dental or pharmacy expenses, medical insurance premiums, clothing expenses, transportation to and from Devereux and other expenses generally considered as personal to an individual.

4. Reports to Agency - Upon request Devereux shall provide evidence of approval of its programs, together with a description of the programs and the types of clients served, including instructions and special services to be provided to the Client. Devereux shall provide such additional information reports, as the Agency may reasonably require to be kept informed of the Client's progress, including quarterly reports on forms provided by Agency and appropriate updated psychological, social and educational evaluations on or before June 1 of each year. Devereux shall immediately notify Agency in the event that Devereux's license or certificate to operate is revoked or suspended.
5. Visitation - Agency or its agents or employees and the parent or guardian shall have the right to visit and observe Devereux's program and facilities at any reasonable time and to meet with the staff of Devereux who are working with the Client.
6. Termination - Either party may terminate this agreement upon thirty (30) days written notice to the other party. In the event of termination, the Agency shall pay for, and Devereux shall provide, services to the date of termination. Agency shall be responsible to remove the Client as of any termination date. In the event Devereux loses its approval to operate the Client's program, this agreement shall terminate immediately, provided that Agency shall pay the reasonable cost of the Client's maintenance at Devereux until the Client's departure.
7. Indemnification - Each party hereby agrees to indemnify, defend and save the other party harmless from and against any and all claims, suits, actions, damages, judgments, liabilities, fines, penalties and expenses, including reasonable attorney's fees and litigation costs, arising out of the indemnifying party's intentional or negligent acts or omissions. This provision shall survive any expiration, termination or non-renewal of this Agreement.
8. Modification - No modification of this agreement shall be effective unless in writing and signed by the parties hereto. No forbearance to enforce any provisions of this agreement, or waiver of any breach hereof, shall be deemed a waiver of any other provision of right hereunder or any subsequent breach of default.
9. Severability - If any provision of this agreement shall be deemed to be void or invalid in law or otherwise, then only that provision shall be stricken from this agreement, and in all other respects this agreement shall be valid and continue in full force and effect.
10. Entire Understanding - This agreement constitutes the entire understanding between the parties as to the matters contained herein and there are no terms, covenants, conditions, representations, warranties or agreements expressed or implied, oral or written of any nature whatsoever other than as herein contained.
11. Headings; Plurals; Gender - Headings are inserted solely for the convenience of reference and shall not constitute part of this agreement nor shall they affect its meaning, construction or effect. The use of the singular shall, if there is more than one person similarly affected, include the plural; and the use of the masculine gender shall include the feminine where applicable.
12. Notices - All notices hereunder shall be sufficient only if given in writing by certified mail, return receipt requested, to the address above set forth, or by personal delivery.

13. Devereux Financial Records - Agency understands that Devereux is a unique provider that operates multiple programs in various states. Agency recognizes that Devereux will keep its books and records in its customary format, in accordance with generally accepted accounting principles, and that such books and records shall reasonably reflect revenues, expenses, assets, liabilities, fund balance, cash disbursements, cash receipts, population, and enrollment, as applicable. Agency shall utilize standard Devereux reports and records so long as these reasonably reflect the information necessary to verify the nature and extent of services rendered under this agreement. Devereux will retain books and records for a period of 4 years following the expiration of this agreement.
14. Compliance with Laws and Regulations - Devereux shall comply with all applicable federal, state laws and regulations of the state where the Devereux facility providing services under this Agreement is located. Devereux will use its best efforts to comply with those applicable laws and regulations of the Agency's state of which Devereux has been notified in writing.
15. Unauthorized Absences - Agency shall pay Devereux for the first 5 days of an unauthorized absence of a Client from the Devereux facility.
16. Non-Discrimination - Devereux will not discriminate in its employment practices or in its admission decisions based on race, color, nationality, ethnic origin, creed, sex or disability.
17. Insurance - In accordance with its usual practices, Devereux agrees to maintain worker's compensation, professional liability, comprehensive general liability and automobile liability insurance or coverage. Devereux will provide proof of coverage to Agency upon request.
18. Independent Contractor Status - The relationship of the parties shall at all times be that of independent contractors and not as employer-employee.
19. Confidentiality - The parties shall protect the confidentiality of all Client information in accordance with applicable federal and state laws.
20. Assignment - Devereux will not assign, transfer or delegate any of its duties or rights hereunder without the prior written approval of the Agency.
21. Approvals - The undersigned individuals certify and represent that all necessary approvals or authorizations have been obtained from their respective organizations and that they are authorized to sign this agreement on behalf of their organization.
22. Dispute Resolution - Any dispute or claim arising out of or relating to this agreement or breach thereof or the relationship between Devereux and Agency shall be settled as follows:
 - A. First, for a period of thirty (30) days, the parties shall engage in good faith negotiations to privately resolve the dispute or claim;
 - B. Second, should good faith negotiations as detailed in 22.A fail, the parties shall engage in non-binding mediation to resolve the dispute or claim. The parties shall jointly agree on the mediator and shall share equally in the costs of said mediation;
 - C. Third, should mediation as detailed in 22.B fail, the parties agree that the dispute or

claim shall be by binding arbitration pursuant to 42 Pa.C.S. Sections 7301 through 7320, and with Section 7302 (d) being applicable to such proceedings. The venue of the proceedings shall be in Montgomery County, Pennsylvania. Each party to the arbitration shall select an arbitrator who shall be a member of the Bar of the Commonwealth of Pennsylvania, and a third arbitrator shall be selected by the arbitrators of the parties, but if no mutually agreeable third arbitrator is so selected, a third arbitrator shall be selected upon Petition to the Orphan's Court of Montgomery County, Pennsylvania. Any award entered by the arbitrators will be final and binding, subject to the judicial review set forth herein. Upon completion of the proceedings, judgment may be entered by either party in accordance with applicable law in any court of competent jurisdiction. The arbitrators will not have the power to direct equitable relief.

23. Attachment - The following attachments are made part of this agreement:

Attachment A: Not Applicable
Attachment B: Not Applicable
Attachment C: Not Applicable
Attachment D: Not Applicable

24. Special Provisions (If none so state.)
None

IN WITNESS WHEREOF, the Parties have executed this Agreement the date set forth above.

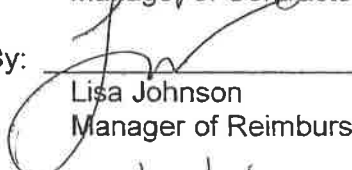
FOR AGENCY:

By: _____

Date: _____

FOR DEVEREUX:

By:  _____
Cindy Beegle
Manager of Contracts

By:  _____
Lisa Johnson
Manager of Reimbursement

Date: 4/28/14

**EAST STROUDSBURG AREA SCHOOL DISTRICT
Independent Contractor Agreement**

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this day of July, 2014, by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principal office located at 50 Vine St. East Stroudsburg, PA 18301

AND

Devereux PA, Children's IDD Services (the "Contractor") of
ESY Programming

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

2. Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

3. Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or

controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement

4. Notices

Any notice, request, demand or other communication required or permitted to be given under this Agreement will be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows (or to such other addressee as will be set forth in a notice given in the same manner):

If to District:

Jeff Bader, Business Manager
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

If to Contractor:

Cindy Beeple, Manager of Contracts
The Devereux Foundation, Contract Services
PO Box 490 A, Villanova, PA 19085

Any such notice will be deemed to be given on the date personally delivered or on the date mailed in the manner provided above.

5. Validity

If for any reason any provision of this Agreement will be determined to be invalid or unenforceable, the validity and effect of the other provisions will not be affected.

6. Waiver of Breach

The waiver by District or by Contractor of a breach of any particular provision of this Agreement by the other party will not operate, or be construed, as a waiver of any other breach of any other particular provision(s) by such other party.

7. Termination

This Agreement may be terminated by either party upon fifteen (15) days written notice from one party to the other party which written notice shall be given in the manner provided for in Paragraph 4 above.

8. Assignment

This Agreement will not be assignable by Contractor nor may the obligations of Contractor be delegated to another.

controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement

4. Notices

Any notice, request, demand or other communication required or permitted to be given under this Agreement will be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows (or to such other addressee as will be set forth in a notice given in the same manner):

If to District:

Jeff Bader, Business Manager
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

If to Contractor:

Chief Deputy Manager of Contracts
The Devereux Foundation, Contract Services
PO Box 490 A, Villanova, PA 19085

Any such notice will be deemed to be given on the date personally delivered or on the date mailed in the manner provided above.

5. Validity

If for any reason any provision of this Agreement will be determined to be invalid or unenforceable, the validity and effect of the other provisions will not be affected.

6. Waiver of Breach

The waiver by District or by Contractor of a breach of any particular provision of this Agreement by the other party will not operate, or be construed, as a waiver of any other breach of any other particular provision(s) by such other party.

7. Termination

This Agreement may be terminated by either party upon fifteen (15) days written notice from one party to the other party which written notice shall be given in the manner provided for in Paragraph 4 above.

8. Assignment

This Agreement will not be assignable by Contractor nor may the obligations of Contractor be delegated to another.

9. Entire Agreement

This Agreement represents the entire understanding of the parties.

9. Applicable Law

The parties agree that this Agreement will be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

ATTEST:

EAST STROUDSBURG AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS

Patricia Rosado, Secretary

BY: _____
William Searfoss, President

WITNESS:

[Contractor]

SCHEDULE A

Description of Service to be performed (be specific):
Extended School Year (ESY) educational programming for

Location of Services: Devereux, Vilanova, PA

Effective Date: 7/7/14 through 8/22/14

Professional Fee:

- a) Rate (Daily/Hourly/Other): \$ 210/Day
- Time (Days/Hour/Other): 35 Days
- Total Cost: \$ Not to Exceed 7,350

b) Fixed Rate: \$ _____

c) Are expenses included? YES NO
If no, please itemize:

Budget Code: _____ Department: _____

District Initiator: _____

Authorization for Payment: _____ Date: _____

Purchase Order # _____

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Heather Dunn
Date(s) of Presentation 8/26/2014
Presentation Title Interactive Projector-Basics
Purpose of Presentation Prof. Development
Total Time Required for Presentation 2 hrs.
Presentation Facility ESE
Maximum Number of Participants 30
Total Estimated Cost of Proposed Presentation \$175.00
Budget Account Number to be Charged 10-2271-300-000-10-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bruce Bonson Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Heather Dunn Date 6-10-14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent
for Curriculum and Instruction Sharon Dugg Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

ATHLETIC TRAINING

AFFILIATION AGREEMENT FOR CLINICAL PRACTICE INTERNSHIP AND USE OF A FACILITY AS AN ATHLETIC TRAINING INTERNSHIP SITE

THIS AGREEMENT, is made this 20 day of May, 2014, by and between EAST STROUDSBURG UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and **East Stroudsburg Area School District** (hereinafter "Internship Site").

BACKGROUND

WHEREAS, Internship Site is equipped with the facilities and appropriate supervision necessary to provide an educational experience to the University's students in the area of athletic training; and

WHEREAS, the University is an educational institution that provides a degree in the area of athletic training; and

WHEREAS, the University is desirous of providing an educational experience to its students limited to participation through supervision in a clinic internship setting; and

WHEREAS, the Site is desirous of establishing a relationship with the University, whereby University students may receive clinical experience in their area of matriculation subject to the provisions of this Agreement.

NOW THEREFORE, intending to be legally bound, the parties agree as follows:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of a qualified clinical practice intern or resident (hereinafter "student") to participate in the practicum. The selected student must have the appropriate educational background and skills consistent with the contemplated educational experience offered by Internship Site. The selected student will be an individual who is certified by the Board of Certification for Athletic Training or eligible for certification by the Board of Certification, and who is eligible for Licensure by the Pennsylvania State Board of Medicine or State Board of Osteopathic Medicine as an athletic trainer. The individual will work with the athletic program at Internship Site. The Graduate Coordinator at ESU will select the student to be recommended to the Dean of the Graduate College for placement with the Internship Site.
- b. *Education of Student.* The University shall assume responsibility for the classroom education of the student. The University shall be responsible for the administration of

the program, the curriculum content, the requirements of matriculation, grading, and graduation.

- c. *Term of Placement.* The student will work for Internship Site 10 hours per week during the term of this placement. The placement will include post-session (pre-season athletics) and the subsequent fall, winter and spring sport seasons for the Internship Site.
- d. *Submission of Name of Candidate.* The University shall submit the name of the student to Internship Site or a designated representative at least 3 weeks prior to the practicum assignment.
- e. *Designation of Representative.* University shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the Internship Site in order to discuss, plan and evaluate experience of the student.
- f. *Advising Student of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of Internship Site and should the student fail to abide by any policy/or procedure, he or she may be expelled from the Internship Site program. If necessary, the termination of the student from the clinical practice intern program will be done according to the policies and procedures of the University. It is understood and agreed that while the student is providing athletic training services to the Internship Site, the student shall be under the direct supervision of the Internship Site, including the physician employed by Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.
- g. *Professional Liability Insurance.* The student shall be responsible for procuring professional liability insurance at his/her own expense. Only a Pennsylvania certified athletic trainer (or BOC® eligible student) with current professional liability insurance will be recommended. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the assistantship or residency. The Graduate Student will work within the scope of their job description and licensure status.

Internship Site understands that, as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort claims Act, 42 Pa C.S.A. §§8521, *et seq.* For purposes of this Agreement, it is understood and agreed that the student, while providing athletic training services to the Internship Site, is under the supervision of the

Internship Site, including the physician employed by the Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.

- h. Prior to the rendering of services by the graduate student pursuant to this agreement, the student shall obtain and provide to the Internship Site all criminal and child abuse clearances and/or other records required by the Pennsylvania School code and/or other applicable statutes.

II. DUTIES AND RESPONSIBILITIES OF INTERNSHIP SITE

- a. *Establishment of Assistantship or Residency.* Internship Site authorizes the use of its facilities as may be agreed upon by the Internship Site and the University as a practicum. This practicum is for a student enrolled in a graduate degree program at East Stroudsburg University. A description of the duties and responsibilities of the student will be developed by the appropriate individuals at the Internship Site, with a copy provided to the Graduate Coordinator from ESU.
- b. *Policies of Internship Site.* The Internship Site will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience. Internship Site will provide the University all the applicable information at least 2 weeks in advance of the student's participation.
- c. *Administration.* Internship Site will have sole authority and control over all aspects of student services, including appropriate supervision of the student by a licensed individual in providing all athletic training services. Internship Site will be responsible for and retain control over the organization, and operation of its programs.
- d. *Removal of Noncompliant Student.* Internship Site shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, Internship Site should immediately contact the responsible University contact.
- e. *Designation of Representative.* Internship Site shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate experience of the student.
- f. *Supervision of Students.* Internship Site shall provide a practicum site supervisor who will supervise student activities during the practicum. The student will be supervised by a physician of the Internship Site for the provision of all athletic training services. Internship Site agrees to indemnify and hold harmless the University, the State System of Higher Education and the Commonwealth and its officers, employees, representatives and agents, harmless from any and all liability, claims, demands and actions based upon and arising out of any activities performed by the student while under the supervision of the Internship Site under this Agreement. Upon receipt of written notice of any matter for which indemnification might be claimed by the University or its officers, employees, representatives and agents, the Internship Site shall promptly defend, contest or

otherwise protect against any such suit, action, investigation, claim or proceeding at its own cost and expense. The University may, but will not be obligated to, participate at its own expense in the proceeding, with counsel of its own choosing. Representation of the University shall be in compliance with the Commonwealth Attorneys Act.

- g. *Reporting of Student Progress.* Internship Site shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and Internship Site.
- h. *Student Records.* Internship Site shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of the Agreement.

III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties mutually agree that two students shall be assigned to the Internship Site for this assistantship or residency.
- b. *Payment.* The Internship Site shall pay the University \$8,000 for each student in two equal payments on the first day of the Summer and Spring Semesters which shall be for part of the student's tuition at the prevailing rate (Summer I, Fall, Spring, and Summer II), all of the graduate student stipend, reimbursement of social security and worker's compensation costs to the University. The stipend is calculated based on the student providing athletic training services to the Internship Site as follows: Summer I (30 hours), Fall (150 hours), Spring (150 hours), and summer II (30 hours). If Internship Site removes a student who fails to comply with its policies and procedures or terminates this Agreement, it is understood and agreed that there shall be reimbursement at a proration of amounts due or payments made under this Agreement only for the time the student worked. If the student quits the program at the Internship Site, it is understood and agreed that there shall be reimbursement at a proration of amounts due or payments made under this Agreement only for the time the student worked.
- c. *Term of Agreement.* The term of this Agreement shall be one year(s) from the date of execution.
- d. *Termination of Agreement.* The University or the Internship Site may terminate this Agreement for any reason with ninety (90) days' notice. Either party may immediately terminate this Agreement in the event of a breach. However, should the Internship Site terminate this Agreement prior to the completion of an academic semester for other than a breach of the terms of this agreement or student's failure to follow applicable policy, the student enrolled at that time may continue his/her educational experience until it would have been concluded absent the termination.

- e. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- f. *Interpretation of Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- g. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- h. *Relationship of Parties.* The relationship between the parties to this Agreement to each other in that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture, employment or any other relationship, other than that of independent contractors.
- i. *Liability.* Neither of the parties shall assume any liabilities to each other, except as specifically provided in this Agreement. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth of Pennsylvania's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania or of the State System of Higher Education or the University.
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other oral understandings or promises exist in regards to this relationship.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Authorized Signature:

Print Name/Title East Stroudsburg Area School District

East Stroudsburg Area School District
50 Vine St.
PO Box 298
East Stroudsburg, PA 18301

Date

Dr. Van A. Reidhead
Provost and Vice President for Academic Affairs, ESU

Date

Approved as to form and legality:

University Legal Counsel (ESU)

Date

Addendum

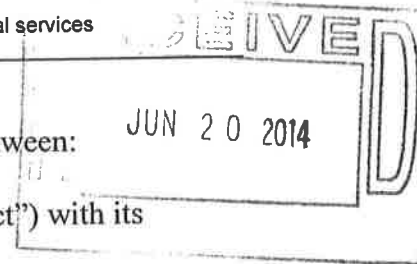
Affiliation Agreement: Graduate Athletic Trainer Program Funding Breakdown – PART TIME
East Stroudsburg Area School District – East Stroudsburg University of Pennsylvania

This document is provided as an addendum to the proposed **Affiliation Agreement** between the East Stroudsburg University of Pennsylvania (ESU) and the East Stroudsburg Area School District. Specifically, this document provides a breakdown of the reimbursement provided by East Stroudsburg Area School District to ESU for services provided through their Clinical Practice Internship – Graduate Athletic Training Program. This breakdown applies to **both** PART-TIME contracted Clinical Practice Internship Athletic Training positions in the District; East Stroudsburg Area School District High School – North and East Stroudsburg Area School District High School – South. Pursuant to agreement, the School District will reimburse the University for the services of the students, up to the cost for a PA resident only, according to the following list of costs:

Summer I – Fall I Tuition:	\$2,498.80 (Based on 13-14 Tuition Costs)
Summer I – Fall I Stipend:	\$1,501.20 (Summer Pre-Season – Mid Winter Season) (30 hours Pre-Season; 150 hours Fall – Winter)
Summer I – Fall I Workmen’s Compensation:	\$ 5.25 (0.35% x 1501.20)
Summer I – Fall I Social Security	\$ 114.84 (7.65% x 1501.20)
Summer I – Fall I Invoice Amount:	\$4,000.00
<hr/>	
Spring I –Summer II Tuition:	\$2,498.80 (Based on 13-14 Tuition Costs)
Spring I –Summer II Stipend	\$1,501.20 (Mid Winter Season – End of Spring: June 1) (150 hours Spring; 30 hours Summer II)
Spring I –Summer II Workmen’s Compensation:	\$ 5.25 (0.35% x 1501.20)
Spring I –Summer II Social Security	\$ 114.84 (7.65% x 1501.20)
Spring I –Summer II Invoice Amount:	\$4,000.00
Total AY Invoice 2014 – 2015:	\$8,000.00

EAST STROUDSBURG AREA SCHOOL DISTRICT
Independent Contractor Agreement

To be used when contracting with an out of District consultant or contractor for professional services



THIS AGREEMENT is made this 27th day of May, 2014, by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principal office located at 50 Vine St. East Stroudsburg, PA 18301

AND

Reed D. Harkins (the "Contractor") of EduLink

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

2. Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

3. Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement

4. Notices

Any notice, request, demand or other communication required or permitted to be given under this Agreement will be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows (or to such other addressee as will be set forth in a notice given in the same manner):

If to District:

Jeff Bader, Business Manager
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

If to Contractor:

EduLink
201 Smith Drive, Suite D1, Cranberry Twp. PA 16066

Any such notice will be deemed to be given on the date personally delivered or on the date mailed in the manner provided above.

5. Validity

If for any reason any provision of this Agreement will be determined to be invalid or unenforceable, the validity and effect of the other provisions will not be affected.

6. Waiver of Breach

The waiver by District or by Contractor of a breach of any particular provision of this Agreement by the other party will not operate, or be construed, as a waiver of any other breach of any other particular provision(s) by such other party.

7. Termination

This Agreement may be terminated by either party upon fifteen (15) days written notice from one party to the other party which written notice shall be given in the manner provided for in Paragraph 4 above.

8. Assignment

This Agreement will not be assignable by Contractor nor may the obligations of Contractor be delegated to another.

9. Entire Agreement

This Agreement represents the entire understanding of the parties.

9. Applicable Law

The parties agree that this Agreement will be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

ATTEST:

EAST STROUDSBURG AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS

Patricia Rosado, Secretary

BY: _____
William Searfoss, President

WITNESS:



[Contractor]

SCHEDULE A

Description of Service to be performed (be specific):

An electronic teacher evaluation portal to be used by East Stroudsburg Area School District to manage the teacher evaluation process for its teachers and supervisors.

Location of Services: **East Stroudsburg Area School District**

Effective Date: July 1, 2014

Professional Fee:

a) Rate (Daily/Hourly/Other): \$ _____
Time (Days/Hour/Other): _____
Total Cost: \$ _____

b) Fixed Rate: \$ 9,934.00

c) Are expenses included? YES NO
If no, please itemize: _____

Budget Code: 10-2380-618-998-00-00-98

Department: _____

District Initiator: Dr. Thomas A. Lesniewski, Assistant Superintendent for Curriculum & Instruction, Grades. 6-12

Authorization for Payment: _____ Date: _____

Purchase Order # _____



East Stroudsburg Area School District
 Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter JILL GREENWOOD
 Date(s) of Presentation 8/27/14
 Presentation Title Google App Overview (Session #1)
 Purpose of Presentation Professional Development
 Total Time Required for Presentation 2 hrs (7:10 - 9:10)
 Presentation Facility H5 - South
 Maximum Number of Participants 22
 Total Estimated Cost of Proposed Presentation \$175.00
 Budget Account Number to be Charged 10-2271-300-000-30-00-04
 Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Brian Borsch Date 7/9/14
 Initiator sends to Presenter to sign.

Presenter Signature Jill Greenwood Date 6.6.14
 Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction Jill Greenwood Date 7/9/14
 Send all copies to the Superintendent's Office.

After Board Approved
 Superintendent _____ Date _____
 Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.
 Comments on services _____

Total due presenter _____ Approved for payment _____

- Initiator will distribute the copies:
- White – Business Office (payroll) for payment
 - Green – Human Resources – Place in Presenter's File
 - Canary – Staff Development Secretary
 - Pink – Initiator
 - Goldenrod - Presenter
- 104

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter JILL GREENWOOD
Date(s) of Presentation 8/27/14
Presentation Title Student Collaboration in Google (Session #2)
Purpose of Presentation Professional development
Total Time Required for Presentation 2 hrs (9:25 - 11:25)
Presentation Facility HS - South
Maximum Number of Participants 22
Total Estimated Cost of Proposed Presentation \$ 175.00
Budget Account Number to be Charged 10-2271-300-000-30-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bruce B... Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature [Signature] Date 6/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this 24th day of June, 2014, by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principal office located at 50 Vine St. East Stroudsburg, PA 18301

AND

Deborah Harris (the "Contractor") of **2134 Steele Rd., Bushkill, PA 18324**

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

2. Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

3. Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or

controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement

4. Notices

Any notice, request, demand or other communication required or permitted to be given under this Agreement will be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows (or to such other addressee as will be set forth in a notice given in the same manner):

If to District:

Jeff Bader, Business Manager
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

If to Contractor:

Deborah Harris
2134 Steele Rd.
Bushkill, PA 18324

such notice will be deemed to be given on the date personally delivered or on the date mailed in the manner provided above.

5. Validity

If for any reason any provision of this Agreement will be determined to be invalid or unenforceable, the validity and effect of the other provisions will not be affected.

6. Waiver of Breach

The waiver by District or by Contractor of a breach of any particular provision of this Agreement by the other party will not operate, or be construed, as a waiver of any other breach of any other particular provision(s) by such other party.

7. Termination

This Agreement may be terminated by either party upon fifteen (15) days written notice from one party to the other party which written notice shall be given in the manner provided for in Paragraph 4 above.

8. Assignment

This Agreement will not be assignable by Contractor nor may the obligations of Contractor be delegated to another.

9. Entire Agreement

This Agreement represents the entire understanding of the parties.

9. Applicable Law

The parties agree that this Agreement will be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

ATTEST:

EAST STROUDSBURG AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS

Patricia Rosado, Secretary

BY: _____
William Searfoss, President

WITNESS:



[Contractor] Deborah Harris

SCHEDULE A

Description of Service to be performed (be specific): **PA Core English Language Arts curriculum alignment and assessments.**

Location of Services: **Board Room, Administration**

Effective Date: **June 13, 2014**

Professional Fee:

a) Rate (Daily/Hourly/Other): \$ 250.00 per day
Time (Days/Hour/Other): _____
Total Cost: \$ 250.00

b) Fixed Rate: \$ _____

c) Are expenses included? YES NO
If no, please itemize:

Budget Code: **10-2271-300-220-10-00-91(ABG Grant)** Department: Curriculum & Instruction K-5

District Initiator: Irene Duggins

Authorization for Payment: _____ Date: _____

Purchase Order # _____

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Erin Hubert
Date(s) of Presentation August 26, 2014
Presentation Title Google Overview and Technology Updates
Purpose of Presentation Professional Development
Total Time Required for Presentation 2 hours
Presentation Facility ESE
Maximum Number of Participants 30
Total Estimated Cost of Proposed Presentation \$175⁰⁰
Budget Account Number to be Charged 10-2271-300-000-10-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bruce Bond Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Erin M. Hubert Date 6/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent
for Curriculum and Instruction Doree Dugg Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

J
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Erin Hubert
Date(s) of Presentation 8/26/2014
Presentation Title Collaborative Google Presentations
Purpose of Presentation Professional Development
Total Time Required for Presentation 2 hrs.
Presentation Facility ESE
Maximum Number of Participants 30
Total Estimated Cost of Proposed Presentation \$ 175.00
Budget Account Number to be Charged 10-2271-300-000-10-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Brian Bova Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Erin M. Hubert Date 6/16/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved
Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:
White – Business Office (payroll) for payment
Green – Human Resources – Place in Presenter's File
Canary – Staff Development Secretary
Pink – Initiator
Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Jennifer Husson
Date(s) of Presentation August 26, 2014
Presentation Title Google Overview and Technology Updates
Purpose of Presentation Professional Development
Total Time Required for Presentation 2 hours
Presentation Facility ESE
Maximum Number of Participants 30
Total Estimated Cost of Proposed Presentation \$175⁰⁰
Budget Account Number to be Charged 10-2271-300-000-10-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bruce Bouch Date 7/9/14
Initiator sends to Presenter to sign

Presenter Signature Jennifer Husson Date 6/10/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction Meredith Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Jennifer Husson
Date(s) of Presentation 8/26/2014
Presentation Title Introduction to ActivInspire
Purpose of Presentation Prof. Development
Total Time Required for Presentation 2 hrs.
Presentation Facility ESE
Maximum Number of Participants 30
Total Estimated Cost of Proposed Presentation \$ 175.00
Budget Account Number to be Charged 10 - 2271 - 300 - 000 - 10 - 00 - 04.
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bryan Borch Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Jennifer Husson Date 6/10/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction Arene Dug Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

COLONIAL INTERMEDIATE UNIT 20
A Regional Service Agency
6 Danforth Drive
Easton, Pennsylvania 18045-7899

CONTRACT FOR SERVICE
(REVENUE GENERATING)

This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and East Stroudsburg Area School District, 50 Vine Street, PO Box 298, East Stroudsburg, PA 18301, (570) 424-8500.

Colonial Intermediate Unit 20 will provide psychiatric evaluations as requested by the East Stroudsburg Area School District.

The rates for this service are as follows:

Psychiatric Evaluation	\$256.75
Psychiatric Amendment	\$102.70
Fee for No Show Appointment	\$102.70
Fee for Cancellation-Less than 48 Hours' Notice	\$102.70

The total amount of this contract will be based on the total number of hours requested for each service per student, as well as any fees for no show or cancelled appointments. This contract will be in effect from July 1, 2014 through June 30, 2015.

East Stroudsburg Area School District will be billed quarterly for services rendered by Colonial Intermediate Unit 20.

The signed contract must be returned to Mr. Jon Wallitsch, Assistant Director of Business Services, at the Intermediate Unit Office.



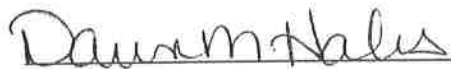
Dr. Charlene M. Brennan
Executive Director

6/25/14

Date

East Stroudsburg Area School
District

Date



Mrs. Dawn M. Hales
Secretary to the Board

6/26/14

Date

Federal ID Number

To comply with Federal laws, State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our Intermediate Unit, the Colonial Intermediate Unit 20 declares itself to be an equal rights and opportunities agency. As an equal rights and opportunities agency, it does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex and disabilities as defined by law. The Intermediate Unit's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

Successful performance and affirmative action program efforts will provide positive benefits to the Intermediate Unit through fuller utilization and development of previously underutilized human resources. Coordinator of Title IX, Section 504 and ADA is The Director of Human Resources and Research Services, Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, PA 18045, (610) 515-6405, TDD/TTY Hearing Impaired (610) 252-3786.

COLONIAL INTERMEDIATE UNIT 20
A Regional Service Agency
6 Danforth Drive
Easton, Pennsylvania 18045-7899

CONTRACT FOR SERVICE
(REVENUE GENERATING)

This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and East Stroudsburg Area School District, 50 Vine Street, PO Box 298, East Stroudsburg, PA 18301, (570) 424-8500.

Colonial Intermediate Unit 20 will provide sign language interpreting services for students at the East Stroudsburg Area School District.

The cost for said services is \$32.68 per hour. The total amount of this contract will be based on the total number of hours requested for each service per student. This contract becomes effective the first day of the 2014-2015 school year and terminates at the end of the 2014-2015 school year.

East Stroudsburg Area School District will be billed for services rendered by Colonial Intermediate Unit 20.


The signed contract must be returned to Mr. Jon Wallitsch, Assistant Director of Business Services, at the Intermediate Unit Office.


Dr. Charlene M. Brennan
Executive Director

6/25/14
Date

East Stroudsburg Area
School District

Date


Mrs. Dawn M. Hales
Secretary to the Board

6/26/14
Date

Federal ID Number

To comply with Federal laws, State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our Intermediate Unit, the Colonial Intermediate Unit 20 declares itself to be an equal rights and opportunities agency. As an equal rights and opportunities agency, it does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex and disabilities as defined by law. The Intermediate Unit's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

Successful performance and affirmative action program efforts will provide positive benefits to the Intermediate Unit through fuller utilization and development of previously underutilized human resources. Coordinator of Title IX, Section 504 and ADA is The Director of Human Resources and Research Services, Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, PA 18045, (610) 515-6405, TDD/TTY Hearing Impaired (610) 252-3786.

COLONIAL INTERMEDIATE UNIT 20
A Regional Service Agency
6 Danforth Drive
Easton, Pennsylvania 18045-7899

CONTRACT FOR SERVICE
(REVENUE GENERATING)

This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and East Stroudsburg Area School District, 50 Vine Street, PO Box 298, East Stroudsburg, PA 18301, (570) 424-8500.

Colonial Intermediate Unit 20 will provide and bill directly for Educational Audiology Services, Itinerant Hearing and Vision Support, Occupational and Physical Therapy, Psychological Services and Speech and Language Support for the 2014-2015 school year. Colonial Intermediate Unit 20 will provide Child Find evaluations at nonpublic and private schools for the purpose of FAPE as requested by the school district for services listed on the contract.

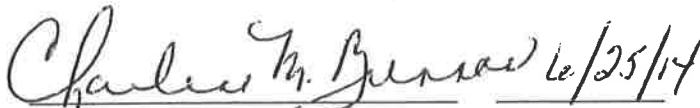
The rates for services are as follows:

Educational Audiology Services	\$221.03/hour
Itinerant Hearing Support	\$147.70/hour
Itinerant Vision Support	\$259.79/hour
Occupational Therapy	\$112.09/hour
Physical Therapy	\$128.85/hour
Psychological Services	\$108.94/hour
Speech and Language Support	\$109.99/hour

The total amount of this contract will be based on the total number of hours requested for each service per student. This contract becomes effective the first day of the 2014-2015 school year and terminates at the end of the 2014-2015 school year.

East Stroudsburg Area School District will be billed for services rendered by Colonial Intermediate Unit 20.


The signed contract must be returned to Mr. Jon Wallitsch, Assistant Director of Business Services, at the Intermediate Unit Office.

 6/25/14

Dr. Charlene M. Brennan
Executive Director

Date

East Stroudsburg Area School District Date

 6/26/14

Mrs. Dawn M. Hales
Secretary to the Board

Date

Federal ID Number

To comply with Federal laws, State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our Intermediate Unit, the Colonial Intermediate Unit 20 declares itself to be an equal rights and opportunities agency. As an equal rights and opportunities agency, it does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex and disabilities as defined by law. The Intermediate Unit's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

Successful performance and affirmative action program efforts will provide positive benefits to the Intermediate Unit through fuller utilization and development of previously underutilized human resources. Coordinator of Title IX, Section 504 and ADA is The Director of Human Resources and Research Services, Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, PA 18045, (610) 515-6405, TDD/TTY Hearing Impaired (610) 252-3786.

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

* Copresenting*

Contract For In-District Personnel Presentation

Name of Presenter Jill Jennings

Date(s) of Presentation August 26, 2014

Presentation Title Google Overview and Technology Updates

Purpose of Presentation Professional Development
* (Co Presenter with Siobann Tobin)

Total Time Required for Presentation 2 hours

Presentation Facility ESE

Maximum Number of Participants 30

Total Estimated Cost of Proposed Presentation \$8750*

Budget Account Number to be Charged 10-2271-300-000-10-00-04

Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Brian Bowen Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Jill R. Jennings Date 6/10/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Kira Kerr

Date(s) of Presentation 8/27/14

Presentation Title Google Apps Overview (Session #1)

Purpose of Presentation Professional development

Total Time Required for Presentation 2 hrs (7:10 - 9:10)

Presentation Facility HS-South

Maximum Number of Participants 22

Total Estimated Cost of Proposed Presentation \$175.00

Budget Account Number to be Charged 10-2271-300-000-30-00-01

Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or If there is inclement weather, no fee will be paid to the presenter.

Initiator Signature [Signature] Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature [Signature] Date 6/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved
Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.
Comments on services _____

Total due presenter _____ Approved for payment _____

- Initiator will distribute the copies:
- White – Business Office (payroll) for payment
 - Green – Human Resources – Place in Presenter's File
 - Canary – Staff Development Secretary
 - Pink – Initiator
 - Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Kira Kerr co-presenting w/ Lori Saskil
Date(s) of Presentation 8/27/14
Presentation Title FILE Management in Google
Purpose of Presentation Professional development
Total Time Required for Presentation 2 hrs (9:25 - 11:25)
Presentation Facility HS-SOUTH
Maximum Number of Participants 22
Total Estimated Cost of Proposed Presentation \$ 87.50
Budget Account Number to be Charged 10-2271-300-000-30-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Brian Bourn Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Kira Kerr Date 8/16/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter DAVID KRUPSKI
Date(s) of Presentation 8/27/14
Presentation Title Google Apps Overview (Session 1)
Purpose of Presentation Professional development for secondary teacher
Total Time Required for Presentation 2 hrs (7:10 - 9:10)
Presentation Facility HS - South
Maximum Number of Participants 22
Total Estimated Cost of Proposed Presentation \$175.00
Budget Account Number to be Charged 10-2271-300-000-30-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bruce Borich Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature [Signature] KRUPSKI Date 6/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved
Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.
Comments on services _____
Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:
White – Business Office (payroll) for payment
Green – Human Resources – Place in Presenter's File
Canary – Staff Development Secretary
Pink – Initiator
Goldenrod - Presenter
120

J

East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter DAVID Krupski

Date(s) of Presentation 8/27/14

Presentation Title Student collaboration in Google (Session #2)

Purpose of Presentation Professional development

Total Time Required for Presentation 2 hrs (9:25-11:25)

Presentation Facility HS-SOUTH

Maximum Number of Participants 22

Total Estimated Cost of Proposed Presentation \$175.00

Budget Account Number to be Charged 10-2271-300-000-30-00-04

Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature [Signature] Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature [Signature] Date 6/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter DEBORAH LOUGHREN (COPRESENTER W/ RYAN LOUGHREN)
Date(s) of Presentation 8/27/14
Presentation Title Google Apps Overview (Session #1)
Purpose of Presentation Professional development
Total Time Required for Presentation 2 hrs (7:10 - 9:10)
Presentation Facility H5-SOUTH
Maximum Number of Participants 22
Total Estimated Cost of Proposed Presentation \$87.50
Budget Account Number to be Charged 10-2271-300-000-30-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bruce Borach Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Deborah R. Loughren Date 6/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

122

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter DEBORAH LOUGHREN (CO-PRESENTER w/ RYAN LOUGHREN)
Date(s) of Presentation 8/27/14
Presentation Title Google Presentation (SESSION #2)
Purpose of Presentation Professional development
Total Time Required for Presentation 2 hrs (9:25 - 11:25)
Presentation Facility HS-SOUTH
Maximum Number of Participants 22
Total Estimated Cost of Proposed Presentation ~~\$175.00~~ 87.50
Budget Account Number to be Charged 10-2271-300-000-30-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bruce Brown Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Deborah R. Loughren Date 6/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

J
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter RYAN LOUGHREN (CO-PRESENTING w/ DEBORAH LOUGHREN)
Date(s) of Presentation 8/27/14
Presentation Title Google Apps Overview (Session #1)
Purpose of Presentation Professional development
Total Time Required for Presentation 2 hrs (7:10 - 9:10)
Presentation Facility HS - South
Maximum Number of Participants _____
Total Estimated Cost of Proposed Presentation \$87.50
Budget Account Number to be Charged 10-2271-300-000-30-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Buffy Borch Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Ryan Loughren Date 6/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction Jared Duff Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent [Signature] Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

J

East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Ryan LOUGHREN (CO-PRESENTING W/ DEBORAH LOUGHREN)

Date(s) of Presentation 8/27/14

Presentation Title Google Presentation (Session #2)

Purpose of Presentation Professional development

Total Time Required for Presentation 2 hrs (9:25 - 11:25)

Presentation Facility HS-SOUTH

Maximum Number of Participants 22 8750

Total Estimated Cost of Proposed Presentation ~~175.00~~

Budget Account Number to be Charged 10-2271-300-000-30-00-04

Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Brian Borah Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Ryan Loughren Date 6/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction Amanda Duggis Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
 - Green – Human Resources – Place in Presenter's File
 - Canary – Staff Development Secretary
 - Pink – Initiator
 - Goldenrod - Presenter
- 125

/

East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Suzanne Ludwig
Date(s) of Presentation August 26, 2014
Presentation Title Google Overview and Technology Updates
Purpose of Presentation Professional Development
Total Time Required for Presentation 2 hours
Presentation Facility ESE
Maximum Number of Participants 30
Total Estimated Cost of Proposed Presentation \$175⁰⁰
Budget Account Number to be Charged 10-2271-300-000-10-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or If there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Brian Brown Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Suzanne Ludwig Date 6-5-14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction Suzanne Ludwig Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

124

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter JOHN MADAS
Date(s) of Presentation 8/27/14
Presentation Title Google Apps Overview (Session #1)
Purpose of Presentation Professional development
Total Time Required for Presentation 2 hrs (7:10 - 9:10)
Presentation Facility HS - South
Maximum Number of Participants 22
Total Estimated Cost of Proposed Presentation \$175.00
Budget Account Number to be Charged 10-2271-300-000-30-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bruce Bonish Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature [Signature] Date 8/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter JOHN MADAS
Date(s) of Presentation 8/27/14
Presentation Title File Management in Google (Session #2)
Purpose of Presentation Professional development
Total Time Required for Presentation 2 hrs (9:25 - 11:25)
Presentation Facility HS-South
Maximum Number of Participants 22
Total Estimated Cost of Proposed Presentation \$ 175.00
Budget Account Number to be Charged 10-2271-300-000-30-00-01
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bruce Bowen Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature [Signature] Date 6/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Zachary Martin
Date(s) of Presentation 8/26/2014
Presentation Title Interactive Projector - Basics
Purpose of Presentation Prof. Development
Total Time Required for Presentation 2 hrs.
Presentation Facility ESE
Maximum Number of Participants 30
Total Estimated Cost of Proposed Presentation \$175.00
Budget Account Number to be Charged 10-2271-300-000-10-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bryan Borch Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature [Signature] Date 6-11-14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Robbi Miller
Date(s) of Presentation 8/26/2014
Presentation Title Introduction to Activ Inspire
Purpose of Presentation Prof. Development
Total Time Required for Presentation 2 hrs.
Presentation Facility ESE
Maximum Number of Participants 30
Total Estimated Cost of Proposed Presentation \$175.00
Budget Account Number to be Charged 10-2271-300-000-10-00-04.
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bruce Borch Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Robbi Jean Miller Date 6/10/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction Shene Dugg Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Robbi Miller
Date(s) of Presentation August 26, 2014
Presentation Title Google Overview and Technology Updates
Purpose of Presentation Professional Development
Total Time Required for Presentation 2 hours
Presentation Facility ESE
Maximum Number of Participants 30
Total Estimated Cost of Proposed Presentation \$175⁰⁰
Budget Account Number to be Charged 10-2271-300-000-10-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bruce Borosh Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Robbi Jean Miller Date 6/10/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent
for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

Contract For In-District Personnel Presentation

Name of Presenter Barbara Nordmark
Date(s) of Presentation August 26, 2014
Presentation Title Google Overview and Technology Updates
Purpose of Presentation Professional Development
Total Time Required for Presentation 2 hours
Presentation Facility ESE
Maximum Number of Participants 30
Total Estimated Cost of Proposed Presentation 175⁰⁰
Budget Account Number to be Charged 10-2271-300-000-10-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bunny Boyer Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Bobbi Nordmark Date 6.13.14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent
for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter




One Farm Springs
Farmington, CT 06032

INVOICE

CUSTOMER NO. 373721	DATE 06/20/14	INVOICE NO. NPS08521714
		AMOUNT DUE ON SERVICE CONTRACT: 4,578.48

Enclose This Coupon With Your Payment.
Make Check Payable To:
OTIS ELEVATOR COMPANY

Mail payment to:


 OTIS ELEVATOR COMPANY
 P.O. BOX 73579
 CHICAGO IL
 60673-7579

MB 01 009915 01659 B 39 D
 EAST STROUDSBURG AREA SCHOOL D
 50 VINE ST
 EAST STROUDSBURG PA 18301-2150



PLEASE SEND CORRESPONDENCE TO YOUR LOCAL OFFICE AS SHOWN BELOW

ONPS08521714 0000457848 4

DETACH RETURN DOCUMENT ALONG PERFORATION

INVOICE

OTIS ELEVATOR ** SERVICE CONTRACT CHARGES **

<u>CUSTOMER NO.</u>	<u>DATE</u>	<u>INVOICE NO.</u>
373721	06/20/14	NPS08521714

BUILDING NPS455940 **SMITHFIELD ELEMENTARY**
 CONTRACT NPS08521
 P.O. # 08901011

SERVICE FROM 07/01/14 TO 06/30/15 4,578.48
 TOTAL CURRENT CHARGES DUE **4,578.48**

- - - PRICE ADJUSTMENT - - -

IN ACCORDANCE WITH THE PROVISION FOR THE ADJUSTMENT OF PRICE AS SET FORTH IN THE CONTRACT
 ENTERED INTO BETWEEN US FOR THE SERVICE OF ELEVATOR EQUIPMENT:
 THE FORMER PRICE OF 370.22 HAS BEEN ADJUSTED AS INDICATED BELOW BASED UPON THE CHANGES
 THAT HAVE OCCURRED IN THE ELEVATOR EXAMINERS' COST AND IN MATERIAL INDEX BETWEEN MAY, 2013
 AND MAY, 2014. THE ADJUSTED PRICE BECOMES EFFECTIVE JULY 01, 2014 AND SHALL REMAIN
 IN EFFECT UNTIL JUNE 30, 2015 WHEN IT WILL BE SUBJECT TO ADJUSTMENT.
CLAUSE 1 - BASED ON CHANGES IN PRODUCER METALS AND METAL PRODUCTS COMMODITY INDEX:

(A)	(B)	(C)=B/A	(D)	(E)=C*D
FORMER INDEX	CURRENT INDEX	RATIO OF CHANGE	FORMER MATERIAL	CURRENT MATERIAL
212.6000	215.2000	101.22295	35.13	35.56

CLAUSE 2 - BASED ON CHANGES IN ELEVATOR EXAMINERS' HOURLY COST:

(A)	(B)	(C)=B/A	(D)	(E)=C*D
FORMER EXAMINERS' COST	CURRENT EXAMINERS' COST	RATIO OF CHANGE	FORMER LABOR	CURRENT LABOR
74.4284	76.8473	103.24997	335.09	345.98
				381.54 PER MO

YOUR NEW INVOICE AMT

4,578.48 TOTAL

FOR ANY QUESTIONS CONCERNING THIS INVOICE, CONTACT OTIS AT: 1-610-366-8990
 OR WRITE OTIS ELEVATOR 7355 WILLIAMS AVE STE 300 ALLENTOWN PA 18106
PAYMENT DUE UPON RECEIPT-PLEASE PAY PROMPTLY

WE CERTIFY THAT THE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR
 STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 HEREOF.
 OVERDUE PAYMENTS SHALL BEAR AN INTEREST CHARGE ON THE OVERDUE AMOUNT CALCULATED FROM THE PAYMENT DUE DATE OF THE INVOICE AT THE
 RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH OR THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW, WHICHEVER IS LESS.



One Farm Springs
Farmington, CT 06032

INVOICE

CUSTOMER NO. 373721	DATE 06/20/14	INVOICE NO. NPS08006714
------------------------	------------------	----------------------------

AMOUNT DUE ON SERVICE CONTRACT:
41,032.34

Enclose This Coupon With Your Payment.
Make Check Payable To:
OTIS ELEVATOR COMPANY

Mail payment to:

OTIS ELEVATOR COMPANY
P.O. BOX 73579
CHICAGO IL 60673-7579

241-0711

MB 01 009917 31659 B 99 D
EAST STROUDSBURG AREA SCHOOL D
50 VINE ST
EAST STROUDSBURG PA 18301-2150

PLEASE SEND CORRESPONDENCE TO YOUR LOCAL OFFICE AS SHOWN BELOW

ONPS08006714 0004103234 5

INVOICE

DETACH RETURN DOCUMENT ALONG PERFORATION

OTIS ELEVATOR ** SERVICE CONTRACT CHARGES **

CUSTOMER NO. 373721	DATE 06/20/14	INVOICE NO. NPS08006714
------------------------	------------------	----------------------------

BUILDING NPS202519 East Stroudsburg Area School District
CONTRACT NPS08006
P.O. #S 06701070, 06701071, 06701072, 06701073

SERVICE FROM 07/01/14 TO 06/30/15 45,389.76
OTHER #1 DISCOUNT- 9.60% 4,357.42-
TOTAL CURRENT CHARGES DUE 41,032.34

PRICE ADJUSTMENT

IN ACCORDANCE WITH THE PROVISION FOR THE ADJUSTMENT OF PRICE AS SET FORTH IN THE CONTRACT ENTERED INTO BETWEEN US FOR THE SERVICE OF ELEVATOR EQUIPMENT:
THE FORMER PRICE OF 3,663.60 HAS BEEN ADJUSTED AS INDICATED BELOW BASED UPON THE CHANGES THAT HAVE OCCURRED IN THE ELEVATOR EXAMINERS' COST AND IN MATERIAL INDEX BETWEEN MAY, 2013 AND MAY, 2014. THE ADJUSTED PRICE BECOMES EFFECTIVE JULY 01, 2014 AND SHALL REMAIN IN EFFECT UNTIL JUNE 30, 2015 WHEN IT WILL BE SUBJECT TO ADJUSTMENT.
CLAUSE 1 - BASED ON CHANGES IN PRODUCER METALS AND METAL PRODUCTS COMMODITY INDEX:

(A) FORMER INDEX	(B) CURRENT INDEX	(C)=B/A RATIO OF CHANGE	(D) FORMER MATERIAL	(E)=C*D CURRENT MATERIAL
212.6000	215.2000	101.22295	9.24	9.35

CLAUSE 2 - BASED ON CHANGES IN ELEVATOR EXAMINERS' HOURLY COST:

(A) FORMER EXAMINERS' COST	(B) CURRENT EXAMINERS' COST	(C)=B/A RATIO OF CHANGE	(D) FORMER LABOR	(E)=C*D CURRENT LABOR	(F) NET AMOUNT/MO
74.4284	76.8473	103.24997	3,654.36	3,773.13	3,782.48 PER MO

LESS DISCOUNT AMOUNT OF 363.12
YOUR NEW INVOICE AMT 3,419.36 NET AMOUNT/MO
41,032.34 TOTAL

FOR ANY QUESTIONS CONCERNING THIS INVOICE, CONTACT OTIS AT: 1-610-366-8990
OR WRITE OTIS ELEVATOR 7355 WILLIAMS AVE STE 300 ALLENTOWN PA 18106
PAYMENT DUE UPON RECEIPT-PLEASE PAY PROMPTLY

WE CERTIFY THAT THE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 HEREOF.
OVERDUE PAYMENTS SHALL BEAR AN INTEREST CHARGE ON THE OVERDUE AMOUNT CALCULATED FROM THE PAYMENT DUE DATE OF THE INVOICE AT THE RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH OR THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW, WHICHEVER IS LESS.

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Walter Pawlowski

Date(s) of Presentation 8/27/14

Presentation Title Google Apps Overview (session #1)

Purpose of Presentation Professional development

Total Time Required for Presentation 2 hrs (7:10 - 9:10)

Presentation Facility H5-South

Maximum Number of Participants 22

Total Estimated Cost of Proposed Presentation \$175.00

Budget Account Number to be Charged 10-2271-300-000-30-00-04

Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bruce Board Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Walter Pawlowski Date 6/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Walter Pawlowski
Date(s) of Presentation 8/27/14
Presentation Title Google Form (Session #2)
Purpose of Presentation Professional development
Total Time Required for Presentation 2 hrs (9:25 - 11:25)
Presentation Facility HS-South
Maximum Number of Participants 22
Total Estimated Cost of Proposed Presentation \$ 175.00
Budget Account Number to be Charged 10-2271-300-000-30-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Brian Brown Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Walter Pawlowski Date 6/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent
for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

**ALTERNATIVE EDUCATION FOR DISRUPTIVE YOUTH
AGREEMENT FOR SERVICES**

Approved Private Provider: **PA Treatment & Healing**
Public School District: **East Stroudsburg Area School District**

AND NOW, this ___ day of _____, 2014, **PA Treatment & Healing**, with a principal place of operations located at 5972 Susquehanna Trail, Turbotville, PA, 17772, hereafter referred to as "PROVIDER", and the **East Stroudsburg Area School District**, with a principal place of operations located at 50 Vine Street, East Stroudsburg, PA 18301-0298 hereafter referred to as "SCHOOL DISTRICT" enter into this Act 48 Program Agreement for Services ("Agreement"), as follows:

WHEREAS, PROVIDER is providing Act 48 Alternative Education for Disruptive Youth Services; and

WHEREAS, PROVIDER is an approved private provider of educational services for disruptive youth under Act 48 and Act 30 (collectively the "Act"), whereby PROVIDER is authorized to enter into contractual arrangements with local School Districts to provide educational services to "disruptive youth" as that term is defined in the aforesaid Act; and

WHEREAS, PROVIDER has developed a specific educational program (the "Program").

NOW THEREFORE, in accordance with the aforesaid recitals, PROVIDER and the SCHOOL DISTRICT, intending to be legally bound, agree as follows:

I. DEFINITIONS

The following definitions apply regarding the text of this Agreement:

- A. "TERM" For purposes of this Agreement, "Term" shall be defined as the 2014-2015 School Year;
- B. "PROGRAM" For purposes of this Agreement, "Program" shall be defined as the PROVIDER Alternative Education for Disruptive Youth Program;
- C. "SCHOOL DISTRICT" For purposes of this Agreement, "SCHOOL DISTRICT" shall collectively be defined as all schools of the above referenced School District, acting by and through their authorized employees, agents and representatives; and
- D. "STUDENT" For purposes of this Agreement, "Student" shall be defined as an individual, enrolled in either middle school or high school, at SCHOOL DISTRICT who has been designated by the SCHOOL DISTRICT as a "disruptive youth" in accordance with the Act.

II. MATRICULATION RIGHTS

SCHOOL DISTRICT shall have the right to matriculate students into the PROVIDER Program, under the following terms and conditions:

- A. SCHOOL DISTRICT shall certify to PROVIDER that the Student is "disruptive" as defined in the Act and provide all pertinent information to PROVIDER regarding said Student;
- B. SCHOOL DISTRICT shall provide PROVIDER with the opportunity to conduct a pre-intake conference to include the parent or guardian and the student in an effort to determine appropriateness of this placement.
- C. SCHOOL DISTRICT shall provide the courses of study to be used by the student as part of his/her curriculum, as well as a selected teaching staff representative to interact with the PROVIDER representative.
- D. SCHOOL DISTRICT shall provide the curriculum, including appropriate textbooks, assignments and examinations for students matriculated if for a predetermined period of 30 school days or less.

III. COMPLIANCE WITH DEPARTMENT OF EDUCATION GUIDELINES

137

- A. During the entire term of this Agreement, PROVIDER and SCHOOL DISTRICT warrant to each other that they shall both be and remain in compliance with all applicable guidelines, requirements and mandates issued by the Commonwealth of Pennsylvania, Department of Education, or any other applicable statute or ordinance regarding all aspects of the Act 48 Program referenced herein.
- B. PROVIDER warrants that it shall be and remain an approved private provider of alternative educational services for disruptive youth, as defined in the Act, during the entire term of this Agreement. PROVIDER shall provide to SCHOOL DISTRICT, upon receipt of written request, a true and correct copy of the original Pennsylvania Department of Education approvals.

IV. FACILITIES

- A. PROVIDER warrants that its facilities conform to all applicable State and local statutes, regulations and building and safety code requirements, in addition to fire and panic requirements of the Commonwealth of Pennsylvania and/or the Department of Community Development of the City of Scranton where applicable, and that said facilities have been approved and a current Certificate of Occupancy is on display at each facility.
- B. PROVIDER shall provide to SCHOOL DISTRICT, upon receipt of written request, true and correct copies of the original permits, licenses and/or approvals.

V. ENVIRONMENTAL HEALTH AND SAFETY

- A. PROVIDER warrants that the necessary precautions are taken to protect the health, physical welfare and safety of students. PROVIDER shall comply with 24 P.S. § 7-736, 7-737, 7-738, 7-739 and 7-740.
- B. PROVIDER warrants that facilities shall be and remain in compliance with all such physical welfare and safety statutes, regulations, ordinances or mandates during the entire term of this Agreement.
- C. PROVIDER warrants that all students and parents are informed of the PROVIDER Grievance Procedure, which is outlined in the PROVIDER Student Handbook. Student and Parental concerns are addressed in accordance with the PROVIDER Grievance Procedure.

VI. SCHOOL FOOD SERVICE

PROVIDER shall not operate any food service program, and the requirements set forth in the Guidelines for Private Alternative Educational Institutions do not apply. However, SCHOOL DISTRICT shall make arrangements for students who are determined to be eligible for the free/reduce lunch program.

VII. STAFFING

- A. PROVIDER warrants that all members of its staff, in accordance with company policy, are 21 years of age or older.
- B. In accordance with state regulations, PROVIDER requires all employees to provide proof of an examination by a licensed physician including verification that the employee has no communicable diseases and has been tested for tuberculosis. Verification of this examination shall be recorded in personnel files.
- C. In accordance with company policy, all staff members are required to provide proof that they are citizens of the United States or hold a United States Immigration Services visa. This information is verified before an individual is hired and is on record in their personnel file
- D. PROVIDER warrants that all members of its staff are required to have child abuse, criminal history clearances as a condition of employment in accordance with 23 Pa. C.S. §§ 6301-6385 (relating to the Child Protective Services Law), and 24 P.S. §§ 1-111 (relating to Background checks of prospective employees). These clearances may not be more than one (1) year old at the time of employment. Copies of clearances shall be recorded in each personnel file.
- E. It shall be the responsibility of PROVIDER to assure that employees have background clearances, including an FBI clearance, as required by 24 P.S. § 1-111 and 23 P.S. § 6354. PROVIDER understands that the failure to maintain appropriate background clearances of employees shall be grounds for termination of the Department of Education

approval as an alternative education provider.

- F. Staff hiring retention and utilization shall be in accordance with 23 Pa. C.S. §§ 6301-6385 (relating to Child Protective Services Law).

VIII. STUDENT ATTENDANCE

- A. PROVIDER warrants that it shall maintain records of students' attendance in accordance with Chapter 11 of the State Board of Educational Regulations.
- B. Methodology for assuring appropriate attendance records are maintained:
 - 1. The Alternative Education Program calendar will be operated in accordance with a public school calendar within which the PROVIDER site is located. A copy of the calendar is attached.
 - 2. The specific method for maintaining attendance records shall be a daily physical check of each student, documentation of said daily physical check in a written Attendance Log, kept on file at PROVIDER, with attempted daily contact to each parent or guardian of said student if said student is not present when school is in session.
 - 3. PROVIDER shall forward monthly attendance records to the SCHOOL DISTRICT. Attendance records may be forwarded by PROVIDER on a more frequent basis if requested by the SCHOOL DISTRICT.
- C. Students with serious mental health issues may be determined to be inappropriate for continuation of services by PROVIDER. In those situations, PROVIDER will work with the SCHOOL DISTRICT to arrange a more appropriate setting.
- D. Because many of the students come to the program with a high rate of absenteeism, PROVIDER has the policy that no illegal (unexcused) days are granted.
- E. Authorized absences, trancies and unexcused absences lasting five (5) days or less will be billed in accordance with the standard charge. This permits the PROVIDER staff the opportunity to locate missing students, contact families and authorities. It also assures the placement of the student upon return.
- F. Absences lasting beyond the five (5) day limit will be billed in accordance with the request of the SCHOOL DISTRICT. PROVIDER staff will contact the appropriate SCHOOL DISTRICT representative before the end of the five (5) days to determine the course of action. Return placement for absentee students and all subsequent PROVIDER staff services beyond five days WILL NOT continue unless the SCHOOL DISTRICT is willing to guarantee payment for all days missed by the student up to the time of the student's return or appropriate withdrawal from the PROGRAM.

IX. STUDENT RECORDS AND REPORTS

- A. PROVIDER warrants that during the entire term of this Agreement, the SCHOOL DISTRICT shall receive a written progress report for each SCHOOL DISTRICT student matriculated into the PROGRAM. The written progress reports shall include subject and credit information, progress grade information, attendance information, discipline records, teacher and staff comments regarding said student's educational progress, and any applicable staff comments regarding the student's behavior, conduct or other pertinent issue regarding or related, in any way, with the education of said student.
- B. PROVIDER shall maintain students' records as follows:
 - 1. Academics and Permanent Records
 - a. All test results;
 - b. PROVIDER quarterly progress report for each marking period and monthly reports. Copies are sent to parents, the SCHOOL DISTRICT, and the referring agency, when applicable.

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- c. Student Progress Report;
- d. Previous school records; and
- e. Other pertinent documentation as required by the Pennsylvania Department of Education.

2. Testing and Results

3. Health Records, which shall be forwarded to PROVIDER by the SCHOOL DISTRICT.

4. Miscellaneous

Includes monthly behavioral assessments, incident reports, etc.

C. Review of students' records will be provided as follows:

- 1. PROVIDER will forward progress reports to the SCHOOL DISTRICT monthly and quarterly. Such reports shall contain any and all information requested and shall be submitted within two weeks of the due date.
- 2. A quarterly report of the student's progress shall be provided to the parent or guardian.
- 3. This review shall occur more frequently at the discretion of the SCHOOL DISTRICT.
- 4. SCHOOL DISTRICT representatives are encouraged to visit students during program hours.
- 5. SCHOOL DISTRICT and PROVIDER ensure a periodic review, at a minimum at the end of every semester, for reviewing progress and or returning students to the regular classroom setting. This review shall be conducted during conferences, at a mutually convenient location, with PROVIDER and SCHOOL DISTRICT staff.

X. TRANSPORTATION

SCHOOL DISTRICT shall be responsible for transportation of said students to and from PROVIDER in accordance with 24 P.S. 13-1361 and 67 Pa. Code Chapter 171.

XI. REQUIREMENTS UNDER SAFE SCHOOLS

A. PROVIDER warrants that its PROGRAM complies with all provisions of Article XIII-A of the School Code.

B. PROVIDER shall comply with Article XIII-A as follows:

- 1. All new incidents involving acts of violence, possession of a weapon or possession, use or sale of controlled substances, or possession, use or sale of alcohol or tobacco by any person on school property shall be addressed by PROVIDER Staff immediately, the student's parents and/or guardians shall be immediately notified and consulted, appropriate disciplinary action shall be taken by PROVIDER Staff.
- 2. PROVIDER staff shall complete a written Incident Report. This report shall set forth the name of the student and all pertinent information regarding all new incidents by any student from the SCHOOL DISTRICT on PROVIDER property.
- 3. The Incident Report shall be submitted to the SCHOOL DISTRICT. The SCHOOL DISTRICT shall in turn report these incidents to the Department of Education pursuant to 24 P.S. § 13-1303-A.
- 4. PROVIDER shall retain a copy of the Incident Report in the student's file.
- 5. PROVIDER maintains working relationships with local law enforcement, as well as the county juvenile probation departments.

XII. SCHOOL HEALTH SERVICES

A. The SCHOOL DISTRICT shall assure that appropriate school health services, under Article XIV of the Public School

Code, are provided to all students matriculated at PROVIDER. Each student's participation in school health services shall be monitored and administered by the SCHOOL DISTRICT. When a student's participation is required in mandated health examinations, the SCHOOL DISTRICT shall notify PROVIDER and the student's parent/guardian, obtain any applicable parental consent, and/or obtain records if parents choose to have private exams by family physician or dentist.

Coordination of these services shall be the joint responsibility of PROVIDER and the SCHOOL DISTRICT. PROVIDER shall make arrangements with the SCHOOL DISTRICT to provide students an opportunity to receive health screenings as required under Article XIV of the Public School Code.

Records shall be forwarded to PROVIDER by the SCHOOL DISTRICT within two weeks of the student's health examinations for inclusion in the student's records.

- B. All PROVIDER employees shall be trained to provide first aid services. Training shall include First Aid, cardiopulmonary resuscitation and universal precautions. Training shall include crisis intervention, behavior management, suicide prevention, and health and other special issues affecting the student population. Examples of health and other special issues include sexually transmitted diseases, seizure disorders, asthma, mental illness, substance abuse, developmental disabilities, etc.

XIII. ACADEMIC STANDARDS AND ASSESSMENTS

- A. The SCHOOL DISTRICT shall assure that PROVIDER complies with academic standards and assessments under Chapter 4 of the State Board of Education Regulations in full unless specific waivers are requested by the SCHOOL DISTRICT under 24 P.S. 19-1902C and/or 22 Pa. Code 4.82 and approved by the Department of Education.
- B. PROVIDER shall provide basic education, which includes a core curriculum of math, social studies, English, science, literature, college prep and business. Physical education and life skills instruction are also components of the program.
- C. PROVIDER shall comply with 24 P.S. §15-1547 (relating to instruction in alcohol, chemical and tobacco abuse).

XIV. SPECIAL EDUCATION SERVICES AND PROGRAMS

- A. SCHOOL DISTRICT warrants that special education services and provisions required under Chapter 14 of the State Board of Education regulations and 34 CFR Part 300 (relating to Assistance to States for the Education of Children With Disabilities) of the Department of Education Standards are strictly followed.
- B. SCHOOL DISTRICT warrants that no student who is eligible for special education services pursuant to the Individuals with Disabilities Act (Public Law 91-230, 20 U.S.C. Section 1400 et seq.) shall be deemed a disruptive student, except as provided for in 22 Pa. Code Section 14.143 (relating to Disciplinary placements).
- C. SCHOOL DISTRICT shall establish and implement procedures to appoint an IEP team as defined in 22 Pa. Code Section 14.154 (relating to IEP) and 34 CFR 300.344 (relating to IEP team). The IEP team established by the SCHOOL DISTRICT shall, in accordance with 34 CFR 300.346 (relating to Development, review, and revision of IEP) and 34 CFR 300.347 (relating to Content of IEP), determine the appropriate placement for the student. In accordance with 34 CFR 300.345(c), the SCHOOL DISTRICT warrants that a consultation with the student, parent/guardian will occur securing the student, parents/guardians written approval to enroll the student in the PROVIDER program. SCHOOL DISTRICT warrants that it complies with requirements identified in 34 CFR Part 300, Subpart E, Procedural Safeguards, Due Process Procedures for Parents and Children.
- D. PROVIDER does not warrant a Certified Special Education Teacher will be employed at each facility and/or for the term of this Agreement. Any services that are not provided by PROVIDER or cannot be provided by PROVIDER during the period of enrollment shall be the responsibility of the SCHOOL DISTRICT and the student shall be considered as a "dual enrollment" under applicable law.
- E. Prior to the matriculation of a student who is eligible for special education services into PROGRAM, SCHOOL DISTRICT shall determine the appropriateness of the student's placement in an alternative education setting. SCHOOL DISTRICT is responsible for determining, on a case-by-case basis, if the requirements of a student's IEP can be met in the PROGRAM. The SCHOOL DISTRICT shall update the student's IEP to reflect the decision to enroll the student in the PROGRAM.

- F. Provided that the SCHOOL DISTRICT deems the alternative education placement appropriate for a student who is eligible for special education services, PROVIDER, as an independent contractor of the SCHOOL DISTRICT, shall implement the IEP of designated students under the supervision of the SCHOOL DISTRICT personnel, as defined in 34 CFR 300.23 (relating to Qualified Personnel), who have participated in the development of the student(s) IEP.
- G. If a student is enrolled and it is later determined that the student should be evaluated under applicable Special Education provisions, including the I.D.E.A. "Child Find" provisions and related reporting (34 CFR 300.125), PROVIDER will notify the SCHOOL DISTRICT. The SCHOOL DISTRICT agrees to fully comply with the applicable law regarding the identification and evaluation of said student for Special Education Services.

XV. IDENTIFICATION OF ELIGIBLE STUDENTS

- A. In accordance with the provisions set forth in 24 P.S. Section 1901-C(5), the SCHOOL DISTRICT shall set forth its internal policies to identify those SCHOOL DISTRICT students who are eligible for the PROGRAM, and said internal policies shall comply with the informal hearing procedures set forth in 22 Pa. Code 12.8(c).
- B. Assurances that notice of the hearing shall precede placement in the PROGRAM. Where the student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process, the student may be immediately removed from the regular educational curriculum with notice and a hearing to follow as soon as practicable.

XVI. EXEMPTION FROM STATUTORY REQUIREMENTS

- A. PROVIDER, as an Act 48 Alternative Educational Services Provider, shall be exempt from all statutory requirements established in the School Code and from regulations of the School Board of Education, with the exception of those statutory requirements identified in 24 P.S. 1902-E(3).
- B. PROVIDER warrants that it complies with those statutory requirements identified in 24 P.S. 1902-E(3) and all additional statutory provisions, regulations, ordinances or legal mandates regarding PROVIDER'S operations as a private Act 48 Alternative Educational Services Provider.

XVII. HOLD HARMLESS PROVISION - INDEMNIFICATION

- A. PROVIDER, as an independent contractor in respect to its performance under this Agreement, confirms and agrees that it shall be fully liable for any and all damages and costs of any kind resulting from any legal challenge(s) regarding the PROGRAM, and/or the actions of PROVIDER as the Private Alternative Education Provider. The SCHOOL DISTRICT and the Board of School Directors shall not be liable for any activity or operation related to PROVIDER.
- B. PROVIDER hereto shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strike, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities, or delay or default which cannot reasonably be foreseen or provided against.
- C. PROVIDER and SCHOOL DISTRICT agree to hold each other harmless and indemnify each other from all claims, causes of actions, or litigation, including expenses, costs and attorneys fees, said indemnification including without limitation the PROVIDER Board of Directors, Officers, and SCHOOL DISTRICT Administrators, Board Members as follows:
 - 1. To the extent that any claim is asserted regarding the compliance or failure to comply with the I.D.E.A. or other applicable Special Education requirement, or to the extent that the SCHOOL DISTRICT fails to fulfill any terms, covenant or condition of this Agreement, the SCHOOL DISTRICT agrees to hold PROVIDER harmless and indemnify said approved private provider regarding any claims related to the same, including all costs and attorney fees;
 - 2. To the extent that any claim of negligence is asserted by a third party regarding PROVIDER failure to comply with applicable State statutes or regulations and fails to fulfill any term, covenant or condition of this Agreement, causing the SCHOOL DISTRICT to be a Defendant in litigation by a third party, PROVIDER agrees to hold the SCHOOL DISTRICT harmless and indemnify the SCHOOL DISTRICT including costs and attorneys fees.

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XVIII. INSURANCE

- A. PROVIDER shall, at its sole cost and expense, procure and maintain in full force and effect, liability insurance for its employees and the PROGRAM. Liability insurance shall carry an Aggregate Limit in an amount equal to or greater than \$1,000,000 and \$1,000,000 per occurrence.
- B. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility that are licensed to do business in the Commonwealth of Pennsylvania.
- C. In addition to the liability insurance coverage, PROVIDER agrees to provide, and maintain at all times during the term of this Agreement, worker's compensation insurance.
- D. In addition to the insurance coverage specified above, PROVIDER shall obtain any other insurance coverage as may be required by law.
- E. PROVIDER shall provide to SCHOOL DISTRICT, upon receipt of written request, a true and correct copy of liability coverage.

XIX. INSOLVENCY OF SCHOOL DISTRICT

If SCHOOL DISTRICT is or becomes insolvent, is declared a Distressed District under applicable Pennsylvania law, or is unable to pay any amounts due hereunder as said payments become due, then this contract shall automatically terminate upon the election of PROVIDER and all payments required hereunder for the remaining Term shall be accelerated and become automatically due and payable to PROVIDER within ten (10) calendar days. If said payment is not received, all SCHOOL DISTRICT students and related records shall not be entitled to continue to be matriculated at PROVIDER and said records shall be forwarded by PROVIDER to the SCHOOL DISTRICT. If said payment is received, the matriculated SCHOOL DISTRICT students shall be entitled to remain for the remainder of the applicable Term.

XX. CONFIDENTIALITY

PROVIDER and the SCHOOL DISTRICT, their agents and employees shall perform their respective obligations under this agreement in such a manner as to insure HIPAA compliance with respect to records, names, and identities of persons referred to the PROGRAM, shall remain confidential, except as disclosure is permitted by law or as required for fulfillment of the terms of this Agreement.

XXI. TERMINATION

- A. If either party fails to fulfill in a timely or proper manner its obligations under this Agreement, or if either party violates any of the covenants or stipulations of this Agreement, the party injured thereby shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
- B. PROVIDER agrees that the SCHOOL DISTRICT retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by PROVIDER.
- C. SCHOOL DISTRICT agrees that PROVIDER retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by SCHOOL DISTRICT for any of the following reasons:
 - 1. One or more material violations of this Agreement;
 - 2. Failure to timely comply with PROVIDER'S requests for information regarding any matriculated students, or failure to comply with PROVIDER staff regarding matriculation procedures set forth herein;
 - 3. Failure to make any payment required hereunder or pay any PROVIDER invoice when due;
 - 4. Violations of any provisions in Act 48 of the Pennsylvania School Code;

5. Violations of any provisions of state or federal law from which the SCHOOL DISTRICT has been exempted; the SCHOOL DISTRICT or their Board of School Directors has been indicted for and convicted of fraud.

D. All contractual matters relating to the provision of the service by PROVIDER shall, upon termination by either party, be settled within thirty (30) days of the date of termination by the rendering of a bill marked "final bill" by PROVIDER to the SCHOOL DISTRICT.

XXII. ASSIGNMENT

PROVIDER agrees that this Agreement may not be assigned or transferred by PROVIDER or SCHOOL DISTRICT and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the SCHOOL DISTRICT.

XXIII. COMPLIANCE

PROVIDER agrees that this Agreement is subject to all applicable Federal, State and local laws and regulations, policies and procedures of the Commonwealth of Pennsylvania, Department of Public Education and the Federal Government.

XXIV. SEPARABILITY

PROVIDER agrees that in the event that any provision of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.

XXV. NON-DISCRIMINATION CLAUSE

Both parties agree to abide by all federal and state laws prohibiting discrimination in admissions, employment and operation on the basis of disability, race, creed, gender, national origin, religion, ancestry, need for special education services, subject to PROVIDER'S right to receive waivers from the same or PROVIDER'S rights of noncompliance as set forth in Act 48 or other legal standard.

XXVI. ANNUAL REPORT

The SCHOOL DISTRICT must submit to the Pennsylvania Department of Education (PDE), by the PDE requested due date, an alternative education end-of-year report that is required by PDE to comply with Section 1903-C.

The SCHOOL DISTRICT shall notify PROVIDER at the beginning of the Agreement Term if PROVIDER will be needed to assist the SCHOOL DISTRICT with part of the Pennsylvania Department of Education on-line end-of-year report. PROVIDER shall comply with the SCHOOL DISTRICT request and comply with the PDE required due date.

XXVII. JURISDICTION AND VENUE

PROVIDER and SCHOOL DISTRICT agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to this Agreement, or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Middle District of Pennsylvania or the Court of Common Pleas of Northumberland County. It is the express intent of the Parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two forums.

XXVIII. MISCELLANEOUS

A. This Agreement may be executed in counterpart. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures, and shall be legally binding. By executing this Agreement, each party hereto ratifies that all necessary Board action has been approved and obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes.

B. All notices or requests, as outlined in this Agreement, shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the addresses set forth in the Agreement.

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XXIX. MODIFICATION

Any alteration, variation, modification or waiver of a provision of this Agreement shall be valid only when reduced to writing, duly signed by the parties of this Agreement, and attached to the original of the Agreement.

XXX. ENTIRE AGREEMENT

This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

XXXI. PAYMENT POLICY

SCHOOL DISTRICT shall compensate PROVIDER for the Program services rendered to Students, as follows:

- A. The SCHOOL DISTRICT shall provide PROVIDER with all required documentation by the Pennsylvania Department of Education.
- B. All invoices will be mailed by PROVIDER before the 10th calendar day of each month for services rendered in the preceding month.
- C. Payment is preferred within 30 days of date of invoice; however, 60 days is allotted for payment receipt with a 1% late charge assessed.
- D. The Alternative Education Program calendar will be operated in accordance with a public school calendar within which the PROVIDER site is located.
- E. Closure and delay in the event of snow emergencies will be determined in accordance with the public school district within which the center is located. Closure of the student's home school district does not affect the operation of the PROGRAM. If a student cannot attend PROVIDER as a result of a snow emergency for a day during which PROVIDER continues to conduct classes, payment for that day will be expected, and a "make up" day will not be scheduled. The day(s) missed by the student for this type of absence will be considered an excused absence.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereby set their hands and seals, causing this Agreement to be executed and legally binding.

ATTEST:

East Stroudsburg Area School District

Secretary

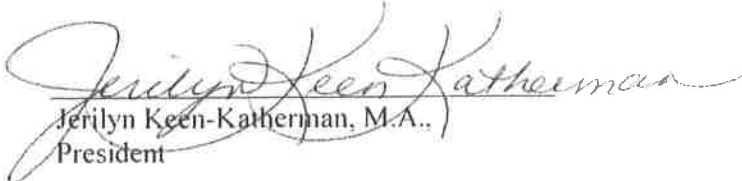
Authorized Signature / Title

ATTEST:

PA Treatment & Healing



Jamie Peterson
Corporate Business Manager



Jerilyn Keen-Katherman, M.A.
President

2014-2015 AGREEMENT FOR SERVICES ADDENDUM

Approved Private Provider: **PA Treatment & Healing (PATH)**
 Public School District: **East Stroudsburg Area School District**

This ADDENDUM is effective for the 2014-2015 school year by and between PA Treatment & Healing, an Act 48 Approved Private Provider, and the above referenced Public School District.

NOW THEREFORE, this Addendum, Labeled **ATTACHMENT A**, shall be included with the original agreement, as referenced in the applicable Section XXXI, **PAYMENT POLICY**.

PROVIDER shall assess per diem rates as follows:

PATH CENTER	Days of instruction are in accordance with the following public school calendar:	2014-2015 DAILY TUITION RATE
East Stroudsburg	East Stroudsburg Area School District	\$73.32

PATH CENTER	Days of instruction are in accordance with the following public school calendar:	2014-2015 Special Education AEDY rate per day
East Stroudsburg	East Stroudsburg Area School District	\$78.32

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Anna Przybylski
Date(s) of Presentation 8/27/14
Presentation Title Google Apps OVERVIEW (Session #2)
Purpose of Presentation Professional development
Total Time Required for Presentation 2 hrs (7:10 - 9:10)
Presentation Facility HS - South.
Maximum Number of Participants 22
Total Estimated Cost of Proposed Presentation \$ 175.00
Budget Account Number to be Charged 10-2271-300-000-30-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bruce Bond Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Anna Przybylski Date 6/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter FRED RIDNIER
Date(s) of Presentation 8/27/14
Presentation Title Google Apps OVERVIEW (Session #1)
Purpose of Presentation Professional development
Total Time Required for Presentation 2 hrs (7:10 - 9:10)
Presentation Facility HS - South.
Maximum Number of Participants 22
Total Estimated Cost of Proposed Presentation \$ 175.00
Budget Account Number to be Charged 60-2271-300-000-30-00-04.
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Brian Borich Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature [Signature] Date 6/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Maria Rogers
Date(s) of Presentation August 26, 2014
Presentation Title Google Overview and Technology Updates
Purpose of Presentation Professional Development
Total Time Required for Presentation 2 hours
Presentation Facility ESE
Maximum Number of Participants 30
Total Estimated Cost of Proposed Presentation \$ 175⁰⁰
Budget Account Number to be Charged 10-2271-300-000-10-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bruce Brown Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Maria Rogers Date 6/10/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction Shene Dugg Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Maria Rogers
Date(s) of Presentation 8/26/2014
Presentation Title Introduction to ActivInspire
Purpose of Presentation Prof. Development
Total Time Required for Presentation 2 hrs.
Presentation Facility ESE
Maximum Number of Participants 30
Total Estimated Cost of Proposed Presentation \$175.00
Budget Account Number to be Charged 10-2271-300-000-10-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Brian Bonin Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Maria Rogers Date 6/10/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction Arona Duggan Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter JESSICA RUNL
Date(s) of Presentation 8/27/14
Presentation Title FILE management in Google
Purpose of Presentation Professional development
Total Time Required for Presentation 2 hrs (9:25-11:25)
Presentation Facility HS-SOUTH
Maximum Number of Participants 22
Total Estimated Cost of Proposed Presentation \$175.00
Budget Account Number to be Charged 10-2271-300-000-30-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature [Signature] Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature [Signature] Date 6/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

/

East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter JESSICA RUHL
Date(s) of Presentation 8/27/14
Presentation Title Google App Overview (Session #1)
Purpose of Presentation Professional development
Total Time Required for Presentation 2 hrs (7:10-9:10)
Presentation Facility H.S. - South
Maximum Number of Participants 22
Total Estimated Cost of Proposed Presentation \$175.00
Budget Account Number to be Charged 10-2271-300-000-30-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bryan Borgh Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Jessica Ruhl Date 6/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

INDEPENDENT CONTRACTOR AGREEMENT
School Psychologist

This independent contractor agreement (the "Agreement") is made on this 24th day of June, 2014 by and between Richard A. Shillabeer, an independent contractor, state and nationally certified as a school psychologist ("PSY"), and the East Stroudsburg Area School District, a Pennsylvania School District ("DISTRICT") (collectively, the "Parties").

RECITALS

Whereas, PSY is a certified school psychologist in the State of Pennsylvania;

Whereas, DISTRICT is responsible for providing educational services to students residing within the East Stroudsburg Area School District;

Whereas, DISTRICT desires to engage PSY as an independent contractor and PSY desires to provide school psychology services (the "Services") as an independent contractor upon the terms and conditions set forth herein;

Whereas, DISTRICT and PSY desire to enter into this Agreement in order to set forth the duties and responsibilities of and the relationship between DISTRICT and PSY.

Now, therefore, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agrees as follows:

I. IDENTIFICATION OF THE PARTIES.

A. PSY is identified as follows:

Richard A. Shillabeer
Tax ID Number: 159665913
Certification Number: 07637360
Sole Proprietor

155 Columbia Street
Duryea, PA 18642
570.466.5870

B. DISTRICT is identified as follows:

East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

II. ENGAGEMENT.

PSY agrees to provide the Services for the DISTRICT pursuant to the terms described in Exhibit A.

III. INDEPENDENT CONTRACTOR STATUS.

The DISTRICT and PSY understand and agree their relationship is that of an independent contracting of school psychology services and nothing in this Agreement shall be construed to create an employee/employer relationship. It is further agreed that because of this independent contracting relationship, the DISTRICT does not have any obligation or responsibility for the payment of unemployment compensation or state or federal withholding taxes with respect to PSY, including, but not limited to the taxes levied or contributions required by the Federal Insurance Contributions Act (FICA), the withholding provisions of the Internal Revenue Code, or any state or local ordinance, the Social Security Act, the Federal Unemployment Insurance Act and Workers' Compensation. In addition, PSY shall have no claim under the Agreement against the DISTRICT for vacation pay, sick leave, or retirement benefits. PSY understands that he is responsible and completely liable for all employment and payroll taxes or contributions imposed by any one of the above laws or ordinances.

IV. COMPENSATION.

PSY will periodically submit documentation to the DISTRICT indicating the dates worked by PSY and a description of services rendered, for which the DISTRICT will make a one-time payment up to \$4000.00 as set forth in Exhibit A. The DISTRICT agrees to be responsible for payment in full upon the completion of the IEE report. In the case of the student withdrawing, leaving, or no longer being in attendance within the DISTRICT prior to the completion of the evaluation, the DISTRICT will be responsible for prorated payment at the rate of \$135.00 per hour based upon submitted documentation to the DISTRICT. PSY will be reimbursed for the services within 45 calendar days from the DISTRICT's receipt of the completed IEE report.

V. TERM AND TERMINATION.

- A. **Term of Agreement.** The initial term of this Agreement shall commence on the date first written above and shall terminate when the evaluation report is submitted to the DISTRICT.

VI. PROMISES AND REPRESENTATIONS OF PSY.

- A. PSY will provide and render the services in accordance with the standards directed and established by the DISTRICT and shall comply with the policies, rules, and regulations of the state of PA in regards to psychoeducational evaluations and recommendations. PSY shall provide the services in accordance with the ethical standards and practices of the American Psychological Association and the National Association of School Psychologists.
- B. PSY will comply with the requirements of ACT 34, ACT 151, and ACT 114 requiring background and criminal checks prior to conducting any evaluation of students. Current copies of all clearances will be provided to the DISTRICT at its request.
- C. PSY will maintain adequate and current records for individuals to whom PSY provides the services; PSY will retain the testing protocols to protect confidentiality of testing instruments and client records. All records will be purged following one year from the completion date of the evaluation.
- D. PSY agrees not to provide or release any draft versions of the evaluation prior to the completion of the evaluation; PSY will release the final evaluation report to both the DISTRICT and PARENT(S) simultaneously.

VII. MALPRACTICE INSURANCE.

PSY agrees to maintain in effect during the term of this Agreement, professional liability insurance with a reputable insurance carrier (Darwin in the minimum amount of \$500,000 per occurrence and \$1,000,000 in the annual aggregate). PSY shall: (A) provide malpractice insurance information to DISTRICT (listed below); and (B) authorize insurance carrier to notify DISTRICT in the event of a cancellation or material change of the Policy.

Current Policy #: 5001-3127 (Darwin National Assurance Company)
Policy Dates: 04/01/14 - 04/01/15

VIII. CONFIDENTIALITY.

- A. PSY shall not during or after termination of the Agreement use for his benefit or disclose or divulge, in any manner to any third party, any confidential information without the written consent of the DISTRICT.
- B. The DISTRICT may also not supply any information in any manner to any third party without the written consent of PSY in regards to personal or professional practices.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written above.

PSY:

DISTRICT:

Richard A. Shillabeer Psy.D.

Richard A. Shillabeer, Psy.D.
PA Certified School Psychologist
Nationally Certified School Psychologist
Licensed Professional Counselor
Diplomate, American Board of School Neuropsychology

East Stroudsburg Area School District

EXHIBIT A

PSY SERVICES

Services	Compensation
Independent Educational Evaluation	
Evaluation Assessments/Scoring/Interpretation	
Report Writing	
Review of educational records	
Communication with parent(s) and school district staff	
Classroom observation(s)	
Teacher/Specialist Input(s)/Interview(s)	
Parent/Student Input(s)/Interview(s)	
Behavior Rating Scales	

* As executed on the date first written above, the DISTRICT will compensate the PSY at a fee up to \$4000.00 in a one-time payment to complete a comprehensive IEE.

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Lori Saskil (Co-PRESENTING w/ KIRA KERR)
Date(s) of Presentation 8/27/14
Presentation Title File Management in Google
Purpose of Presentation Professional development (Session 2)
Total Time Required for Presentation 2 hrs (9:25 - 11:25)
Presentation Facility HS - South.
Maximum Number of Participants 22
Total Estimated Cost of Proposed Presentation \$87.50
Budget Account Number to be Charged 10-2271-300-000-30-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Brian J. Brown Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Lori A. Saskil Date 8/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Lori Soskil

Date(s) of Presentation 8/27/14

Presentation Title Google Apps Overview (Session 1)

Purpose of Presentation Professional development

Total Time Required for Presentation 2 hrs (7:10 - 9:10)

Presentation Facility HS-South

Maximum Number of Participants 22

Total Estimated Cost of Proposed Presentation \$175.00

Budget Account Number to be Charged 10-2271-300-000-30-00-04

Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Brian Bonish Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Lori Soskil Date 8/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction Maureen Duff Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter



East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Stefanie Stricker

Date(s) of Presentation 8/26/2014

Presentation Title Interactive Projector - Basics

Purpose of Presentation Prof. Development

Total Time Required for Presentation 2 hrs.

Presentation Facility ESE

Maximum Number of Participants 30

Total Estimated Cost of Proposed Presentation \$175.00

Budget Account Number to be Charged 10-2271-300-000-10-00-01

Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Brian Borch Date 7/9/14
 Initiator sends to Presenter to sign.

Presenter Signature S. Stricker Date 6/6/14
 Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction Suzanne Dugg Date 7/9/14
 Send all copies to the Superintendent's Office.

After Board Approved

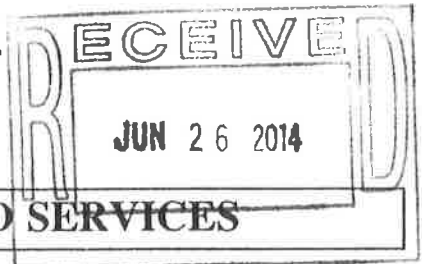
Superintendent _____ Date _____
 Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

- Initiator will distribute the copies:
- White – Business Office (payroll) for payment
 - Green – Human Resources – Place in Presenter's File
 - Canary – Staff Development Secretary
 - Pink – Initiator
 - Goldenrod - Presenter



REQUEST FOR CONSULTANT/CONTRACTED SERVICES

1. Initiator: Complete this section.

Name of Consultant: Suburban EMS # 14793

Address: 3231 Freemansburg Ave., Palmer PA 18043

Function or purpose of service (be specific): standby ambulance coverage for designated varsity home, district playoffs football games at South High School

Location of service: South Stadium

Time period - from 8/16/14 to: 11/30/14
(begin date) (end date)

7 games @ \$ 52.00 per hour = \$ 1001.00 plus expenses?
Total days/hours/other daily/hourly/other rate at 2.75 hrs Total Contract yes no

Charge to Account Number: 10 - 3200 - 300 Per game 000 - 30 - 31 - 68

Signatures — Initiator: [Signature] Date: 6/11/14

2. Consultant/Contractor: Complete this section, return all copies along with a completed W-9 form to the office of the Assistant Superintendent for Curriculum.

I agree to satisfactorily complete the function noted above according to the criteria stipulated above. I understand that work not completed by the completion date will not be paid for under this agreement. Should circumstances occur beyond the control of the district/contractor which prevents the service from taking place, the district is not obligated to pay the consultant/contractor.

[Signature] Federal ID# or Social Security # _____ Date: 6/19/14

NOTE: Upon completion of service send an Invoice to the Business Office for payment.

STEPS NUMBERS 1 and 2 MUST BE COMPLETED BEFORE PROCEEDING TO 3 - 5.

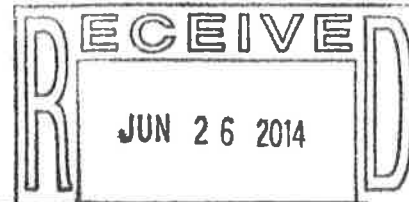
3. Assistant Superintendent for Curriculum: [Signature] Date: 6/18/14

4. APPROVALS: Board of Education — Date: ___/___/___ Purchase Order # _____
 Superintendent: _____ Date: ___/___/___

5. Initiator:
 Comments on Services: _____

The Business Office is hereby authorized to pay \$ _____ for services rendered.
 Initiator: _____ Date: ___/___/___

✓
EAST STROUDSBURG AREA SCHOOL DISTRICT
PO Box 298, 321 North Courtland Street
East Stroudsburg, PA 18301
(570) 424-8500



REQUEST FOR CONSULTANT/CONTRACTED SERVICES

1. Initiator: Complete this section.

Name of Consultant: Suburban EMS # 14793
Address: 3231 Freemansburg Ave, Palmer PA 18043
Function or purpose of service (be specific): Standby ambulance coverage for designated JV/JR High (freshman) Home Football games at South Stadium
Location of service: South Stadium
Time period - from 8/16/14 to: 10/27/14
(begin date) (end date)
6 games @ \$ 52.00 per hour = \$ 858.00 plus expenses?
Total days/hours/other daily/hourly/other rate at 2.75 hr Total Contract yes no
Charge to Account Number: 10 - 3200 - 300 - 000 - 30 - 31 - 68
Signatures — Initiator: [Signature] Date: 6/11/14

2. Consultant/Contractor: Complete this section, return all copies along with a completed W-9 form to the office of the Assistant Superintendent for Curriculum.

I agree to satisfactorily complete the function noted above according to the criteria stipulated above. I understand that work not completed by the completion date will not be paid for under this agreement. Should circumstances occur beyond the control of the district/contractor which prevents the service from taking place, the district is not obligated to pay the consultant/contractor.

[Signature] Consultant/Contractor Signature Federal ID# or Social Security # 6119114 Date

NOTE: Upon completion of service send an Invoice to the Business Office for payment.

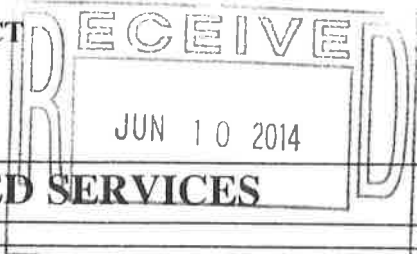
STEPS NUMBERS 1 and 2 MUST BE COMPLETED BEFORE PROCEEDING TO 3 - 5.

3. Assistant Superintendent for Curriculum: [Signature] Date: 6/26/14

4. APPROVALS: Board of Education — Date: ___ / ___ / ___ Purchase Order # _____
Superintendent: _____ Date: ___ / ___ / ___

5. Initiator:
Comments on Services: _____
The Business Office is hereby authorized to pay \$ _____ for services rendered.
Initiator: _____ Date: ___ / ___ / ___

The East Stroudsburg Area School District provides equal opportunity in all of its educational programs, activities and employment. In compliance with Title VI, Title IX and Section 504, no person will be subject to discrimination based on age, race, color, gender, religion, national origin, creed, handicap or marital status.



REQUEST FOR CONSULTANT/CONTRACTED SERVICES

1. Initiator: Complete this section.

Name of Consultant: Rhonda Sutton # _____

Address: _____

Function or purpose of service (be specific): Writing Workshop for Ela teachers @ Lehman

Location of service: Lehman

Time period - from 8/26/2014 to: 8/26/2014
(begin date) (end date)

6 hrs @ \$ _____ = \$ #1000. plus expenses?
 Total days/hours/other daily/hourly/other rate Total Contract yes no

Charge to Account Number: 10 - 1100 - 750 - 000 - 10 - 52 - 36

Signatures — Initiator: Cynthia Pelligrin Date: 6/9/14

2. Consultant/Contractor: Complete this section, return all copies along with a completed W-9 form to the office of the Assistant Superintendent for Curriculum.

I agree to satisfactorily complete the function noted above according to the criteria stipulated above. I understand that work not completed by the completion date will not be paid for under this agreement. Should circumstances occur beyond the control of the district/contractor which prevents the service from taking place, the district is not obligated to pay the consultant/contractor.

Rhonda M. Sutton
MaryAnn Dutter
 Consultant/Contractor Signature Federal ID# or Social Security # _____ Date: 7/1/14

NOTE: Upon completion of service send an Invoice to the Business Office for payment.

STEPS NUMBERS 1 and 2 MUST BE COMPLETED BEFORE PROCEEDING TO 3 - 5.

3. Assistant Superintendent for Curriculum: TRM Date: 7/3/14

4. APPROVALS: Board of Education — Date: ____ / ____ / ____ Purchase Order # _____
 Superintendent: _____ Date: ____ / ____ / ____

5. Initiator:
 Comments on Services: _____

 The Business Office is hereby authorized to pay \$ _____ for services rendered.
 Initiator: _____ Date: ____ / ____ / ____

The East Stroudsburg Area School District provides equal opportunity in all of its educational programs, activities and employment. In compliance with Title VI, Title IX and Section 504, no person will be subject to discrimination based on age, race, color, gender, religion, national origin, creed, handicap or marital status. 164

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Patricia Tiernan
Date(s) of Presentation 8/27/14
Presentation Title Google Apps Overview (Session #1)
Purpose of Presentation Professional development
Total Time Required for Presentation 2 hrs (7:10-9:10)
Presentation Facility HS-South
Maximum Number of Participants 22
Total Estimated Cost of Proposed Presentation \$175.00
Budget Account Number to be Charged 10-2271-300-000-30-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bunny Bowsh Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Patricia Tiernan Date 6/9/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 - Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Patricia Tiernan
Date(s) of Presentation 8/27/14
Presentation Title Student Collaboration in Google (Session #2)
Purpose of Presentation Professional development
Total Time Required for Presentation 2 hrs (9:25 - 11:25)
Presentation Facility HS-South
Maximum Number of Participants 22
Total Estimated Cost of Proposed Presentation \$175.00
Budget Account Number to be Charged 10-2271-300-000-30-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bing Boruch Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Patricia Tiernan Date 6/9/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White - Business Office (payroll) for payment
- Green - Human Resources - Place in Presenter's File
- Canary - Staff Development Secretary
- Pink - Initiator
- Goldenrod - Presenter

166

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

copresenting

Contract For In-District Personnel Presentation

Name of Presenter Snoann Tabin

Date(s) of Presentation August 26, 2014

Presentation Title Google Overview and Technology Updates

Purpose of Presentation * Copresenter with Jill Jennings
2 hours Professional Development

Total Time Required for Presentation 2 hours

Presentation Facility ESE

Maximum Number of Participants 30

Total Estimated Cost of Proposed Presentation \$87⁵⁰*

Budget Account Number to be Charged 10-2271-300-000-10-00-04

Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bruce Boren Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Snoann Tabin Date 6/5/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction Doree Dugg Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

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East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter DONALD TOTI

Date(s) of Presentation 8/27/14

Presentation Title Google Presentation (Session #2)

Purpose of Presentation Professional development

Total Time Required for Presentation 2 hrs (9:25 - 11:25)

Presentation Facility HS - South

Maximum Number of Participants 22

Total Estimated Cost of Proposed Presentation \$175.00

Budget Account Number to be Charged 10-2271-300-000-30-00-04

Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bruce Bowen Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Donald Toti Date 6/9/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction Shore Dugg Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Christina Uilo
Date(s) of Presentation August 26, 2014
Presentation Title Interactive Projector - Basics
Purpose of Presentation Professional Development
Total Time Required for Presentation 2 hours
Presentation Facility ESE
Maximum Number of Participants 30
Total Estimated Cost of Proposed Presentation 175⁰⁰
Budget Account Number to be Charged 10-2271-300-000-10-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bruce Bouch Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Christina Uilo Date 6/13/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Jacqueline Visser
Date(s) of Presentation August 26, 2014
Presentation Title Google Overview and Technology Updates
Purpose of Presentation Professional Development
Total Time Required for Presentation 2 hours
Presentation Facility ESE
Maximum Number of Participants 30
Total Estimated Cost of Proposed Presentation \$ 175⁰⁰
Budget Account Number to be Charged 10-2271-300-000-10-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Brian Bona Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Jacqueline Visser Date 6/16/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction Alice Dugg Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Lisa Vitulli
Date(s) of Presentation 8/27/14
Presentation Title Google Apps Overview (Session #1)
Purpose of Presentation Professional development
Total Time Required for Presentation 2 hrs (7:15 - 9:10)
Presentation Facility HS-South
Maximum Number of Participants 22
Total Estimated Cost of Proposed Presentation \$175.00
Budget Account Number to be Charged 10-2271-300-000-30-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bumy Bouch Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Lisa Vitulli Date 6-6-14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Lisa Vitulli

Date(s) of Presentation 8/20/14

Presentation Title Google Presentation (Session #2)

Purpose of Presentation Professional development

Total Time Required for Presentation 2 hrs (9:25 - 11:25)

Presentation Facility HS - South -

Maximum Number of Participants 22

Total Estimated Cost of Proposed Presentation \$ 175.00

Budget Account Number to be Charged 10 - 2271 - 300 - 000 - 30 - 00 - 04

Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Brian Borah Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Lisa Vitulli Date 6-6-14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction Meredith Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

172

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Anita Zaso
Date(s) of Presentation August 26, 2014
Presentation Title Google Overview and Technology Updates
Purpose of Presentation Professional Development
Total Time Required for Presentation 2 hours
Presentation Facility ESE
Maximum Number of Participants 30
Total Estimated Cost of Proposed Presentation 175⁰⁰
Budget Account Number to be Charged 10 - 2271 - 300 - 000 - 10 - 00 - 04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Bruce Brown Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Anita Zaso Date 6/13/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent
for Curriculum and Instruction Doree Aug Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Jon Zelinski

Date(s) of Presentation 8/27/14

Presentation Title Google Apps Overview (Session #2)

Purpose of Presentation Professional Development

Total Time Required for Presentation 2 hrs (7:10-9:10)

Presentation Facility HS - South

Maximum Number of Participants 22

Total Estimated Cost of Proposed Presentation \$175.00

Budget Account Number to be Charged 10-2271-300-000-30-00-04

Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Brian Boron Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Jon E. Zelinski Date 6/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

174

✓
East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Jan Zelinski
Date(s) of Presentation 8/22/14
Presentation Title Google Presentation (Session #2)
Purpose of Presentation Professional development
Total Time Required for Presentation 2 hrs (9:25-11:25)
Presentation Facility HS-South
Maximum Number of Participants 22
Total Estimated Cost of Proposed Presentation \$175.00
Budget Account Number to be Charged 10-2271-300-000-30-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature Buffy Brown Date 7/9/14
Initiator sends to Presenter to sign.

Presenter Signature Jan E. Zelinski Date 6/6/14
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 7/9/14
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

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Name	Position	Amount	Department	Date
Krupski, Diane	Contract Transportation	\$177.40	Transportation D	6/4/2014
Krupski, Diane	Contract Transportation	\$181.33	Transportation D	6/9/2014
Davis, Christine	Contract Transportation	\$189.09	Transportation D	5/30/2014
Davis, Christine	Contract Transportation	\$222.32	Transportation D	6/16/2014
Labar, Karla	Contract Transportation	\$435.88	Transportation D	5/28/2014
Labar, Karla	Contract Transportation	\$562.18	Transportation D	6/3/2014
Labar, Karla	Contract Transportation	\$288.36	Transportation D	6/9/2014
Muti, Peter	Contract Transportation	\$133.98	Transportation D	5/21/2014
			Changes for June Board Approval	

ATHLETIC TRAINING

AFFILIATION AGREEMENT FOR CLINICAL PRACTICE INTERNSHIP AND USE OF A FACILITY AS AN ATHLETIC TRAINING INTERNSHIP SITE

THIS AGREEMENT, is made this 20 day of May, 2014, by and between EAST STROUDSBURG UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and **East Stroudsburg Area School District – J.T. Lambert Intermediate School** (hereinafter "Internship Site").

BACKGROUND

WHEREAS, Internship Site is equipped with the facilities and appropriate supervision necessary to provide an educational experience to the University's students in the area of athletic training; and

WHEREAS, the University is an educational institution that provides a degree in the area of athletic training; and

WHEREAS, the University is desirous of providing an educational experience to its students limited to participation through supervision in a clinic internship setting; and

WHEREAS, the Site is desirous of establishing a relationship with the University, whereby University students may receive clinical experience in their area of matriculation subject to the provisions of this Agreement.

NOW THEREFORE, intending to be legally bound, the parties agree as follows:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of a qualified clinical practice intern or resident (hereinafter "student") to participate in the practicum. The selected student must have the appropriate educational background and skills consistent with the contemplated educational experience offered by Internship Site. The selected student will be an individual who is certified by the Board of Certification for Athletic Training or eligible for certification by the Board of Certification, and who is eligible for Licensure by the Pennsylvania State Board of Medicine or State Board of Osteopathic Medicine as an athletic trainer. The individual will work with the athletic program at Internship Site. The Graduate Coordinator at ESU will select the student to be recommended to the Dean of the Graduate College for placement with the Internship Site.

- b. *Education of Student.* The University shall assume responsibility for the classroom education of the student. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, and graduation.
- c. *Term of Placement.* The student will work for Internship Site 20 hours per week during the term of this placement. The placement will include post-session (pre-season athletics) and the subsequent fall, winter and spring sport seasons for the Internship Site.
- d. *Submission of Name of Candidate.* The University shall submit the name of the student to Internship Site or a designated representative at least 3 weeks prior to the practicum assignment.
- e. *Designation of Representative.* University shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the Internship Site in order to discuss, plan and evaluate experience of the student.
- f. *Advising Student of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of Internship Site and should the student fail to abide by any policy/or procedure, he or she may be expelled from the Internship Site program. If necessary, the termination of the student from the clinical practice intern program will be done according to the policies and procedures of the University. It is understood and agreed that while the student is providing athletic training services to the Internship Site, the student shall be under the direct supervision of the Internship Site, including the physician employed by Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.
- g. *Professional Liability Insurance.* The student shall be responsible for procuring professional liability insurance at his/her own expense. Only a Pennsylvania certified athletic trainer (or BOC® eligible student) with current professional liability insurance will be recommended. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the assistantship or residency. The Graduate Student will work within the scope of their job description and licensure status.

Internship Site understands that, as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort claims Act, 42 Pa C.S.A. §§8521, et

seq. For purposes of this Agreement, it is understood and agreed that the student, while providing athletic training services to the Internship Site, is under the supervision of the Internship Site, including the physician employed by the Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.

- h. Prior to the rendering of services by the graduate student pursuant to this agreement, the student shall obtain and provide to the Internship Site all criminal and child abuse clearances and/or other records required by the Pennsylvania School code and/or other applicable statutes.

II. DUTIES AND RESPONSIBILITIES OF INTERNSHIP SITE

- a. *Establishment of Assistantship or Residency.* Internship Site authorizes the use of its facilities as may be agreed upon by the Internship Site and the University as a practicum. This practicum is for a student enrolled in a graduate degree program at East Stroudsburg University. A description of the duties and responsibilities of the student will be developed by the appropriate individuals at the Internship Site, with a copy provided to the Graduate Coordinator from ESU.
- b. *Policies of Internship Site.* The Internship Site will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience. Internship Site will provide the University all the applicable information at least 2 weeks in advance of the student's participation.
- c. *Administration.* Internship Site will have sole authority and control over all aspects of student services, including appropriate supervision of the student by a licensed individual in providing all athletic training services. Internship Site will be responsible for and retain control over the organization, and operation of its programs.
- d. *Removal of Noncompliant Student.* Internship Site shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, Internship Site should immediately contact the responsible University contact.
- e. *Designation of Representative.* Internship Site shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate experience of the student.
- f. *Supervision of Students.* Internship Site shall provide a practicum site supervisor who will supervise student activities during the practicum. The student will be supervised by a physician of the Internship Site for the provision of all athletic training services. Internship Site agrees to indemnify and hold harmless the University, the State System of Higher Education and the Commonwealth and its officers, employees, representatives and agents, harmless from any and all liability, claims, demands and actions based upon and arising out of any activities performed by the student while under the supervision of the Internship Site under this Agreement. Upon receipt of written notice of any matter

for which indemnification might be claimed by the University or its officers, employees, representatives and agents, the Internship Site shall promptly defend, contest or otherwise protect against any such suit, action, investigation, claim or proceeding at its own cost and expense. The University may, but will not be obligated to, participate at its own expense in the proceeding, with counsel of its own choosing. Representation of the University shall be in compliance with the Commonwealth Attorneys Act.

- g. *Reporting of Student Progress.* Internship Site shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and Internship Site.
- h. *Student Records.* Internship Site shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of the Agreement.

III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties mutually agree that one student shall be assigned to the Internship Site for this assistantship or residency.
- b. *Payment.* The Internship Site shall pay the University \$20,215 in two equal payments on the first day of the Summer and Spring Semesters which shall be for part of the student's tuition at the prevailing rate (Summer I, Fall, Spring, and Summer II), all of the graduate student stipend, reimbursement of social security and worker's compensation costs to the University. The stipend is calculated based on the student providing athletic training services to the Internship Site as follows: Summer I (60 hours), Fall (300 hours), Spring (300 hours), and summer II (60 hours). If Internship Site removes a student who fails to comply with its policies and procedures or terminates this Agreement, it is understood and agreed that there shall be reimbursement at a proration of amounts due or payments made under this Agreement only for the time the student worked. If the student quits the program at the Internship Site, it is understood and agreed that there shall be reimbursement at a proration of amounts due or payments made under this Agreement only for the time the student worked.
- c. *Term of Agreement.* The term of this Agreement shall be one year(s) from the date of execution.
- d. *Termination of Agreement.* The University or the Internship Site may terminate this Agreement for any reason with ninety (90) days' notice. Either party may immediately terminate this Agreement in the event of a breach. However, should the Internship Site terminate this Agreement prior to the completion of an academic semester for other than a breach of the terms of this agreement or student's failure to follow applicable policy,

the student enrolled at that time may continue his/her educational experience until it would have been concluded absent the termination.

- e. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- f. *Interpretation of Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- g. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- h. *Relationship of Parties.* The relationship between the parties to this Agreement to each other in that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture, employment or any other relationship, other than that of independent contractors.
- i. *Liability.* Neither of the parties shall assume any liabilities to each other, except as specifically provided in this Agreement. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth of Pennsylvania's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania or of the State System of Higher Education or the University.
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other oral understandings or promises exist in regards to this relationship.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Authorized Signature:

Print Name/Title East Stroudsburg Area School District

East Stroudsburg Area School District
50 Vine St.
PO Box 298
East Stroudsburg, PA 18301

Date

Dr. Van A. Reidhead
Provost and Vice President for Academic Affairs, ESU

Date

Approved as to form and legality:

University Legal Counsel (ESU)

Date

Addendum

Affiliation Agreement: Graduate Athletic Trainer Program Funding Breakdown
East Stroudsburg Area School District – East Stroudsburg University of Pennsylvania

This document is provided as an addendum to the proposed **Affiliation Agreement** between the East Stroudsburg University of Pennsylvania (ESU) and the East Stroudsburg Area School District. Specifically, this document provides a breakdown of the reimbursement provided by East Stroudsburg Area School District to ESU for services provided through their Clinical Practice Internship – Graduate Athletic Training Program. This breakdown applies to **both** contracted Clinical Practice Internship Athletic Trainer positions in the District; John T. Lambert Intermediate School and Lehman Intermediate School. Pursuant to agreement, the School District will reimburse the University for the services of the students, up to the cost for a PA resident only, according to the following list of costs:

Summer I – Fall I Tuition:	\$7,105.10 (Based on 13-14 Tuition Costs)
Summer I – Fall I Stipend:	\$3,002.40 (Summer Pre-Season – Mid Winter Season) (60 hours Pre-Season; 300 hours Fall – Winter)
Summer I – Fall I Workmen’s Compensation:	\$ 10.51 (0.35% x 3002.40)
Summer I – Fall I Social Security	\$ 229.68 (7.65% x 3002.40)
Summer I – Fall I Invoice Amount:	\$10,107.50
<hr/>	
Spring I – Summer II Tuition:	\$7,105.10 (Based on 13-14 Tuition Costs)
Spring I – Summer II Stipend	\$3,002.40 (Mid Winter Season – End of Spring: June 1) (300 hours Spring; 60 hours Summer II)
Spring I – Summer II Workmen’s Compensation:	\$ 10.51 (0.35% x 3002.40)
Spring I – Summer II Social Security	\$ 229.68 (7.65% x 3002.40)
Spring I – Summer II Invoice Amount:	\$10,107.50
Total AY Invoice 2014 – 2015:	\$20,215.00

ATHLETIC TRAINING

AFFILIATION AGREEMENT FOR CLINICAL PRACTICE INTERNSHIP AND USE OF A FACILITY AS AN ATHLETIC TRAINING INTERNSHIP SITE

THIS AGREEMENT, is made this 20 day of May, 2014, by and between EAST STROUDSBURG UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and **East Stroudsburg Area School District - Lehman Intermediate** (hereinafter "Internship Site").

BACKGROUND

WHEREAS, Internship Site is equipped with the facilities and appropriate supervision necessary to provide an educational experience to the University's students in the area of athletic training; and

WHEREAS, the University is an educational institution that provides a degree in the area of athletic training; and

WHEREAS, the University is desirous of providing an educational experience to its students limited to participation through supervision in a clinic internship setting; and

WHEREAS, the Site is desirous of establishing a relationship with the University, whereby University students may receive clinical experience in their area of matriculation subject to the provisions of this Agreement.

NOW THEREFORE, intending to be legally bound, the parties agree as follows:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of a qualified clinical practice intern or resident (hereinafter "student") to participate in the practicum. The selected student must have the appropriate educational background and skills consistent with the contemplated educational experience offered by Internship Site. The selected student will be an individual who is certified by the Board of Certification for Athletic Training or eligible for certification by the Board of Certification, and who is eligible for Licensure by the Pennsylvania State Board of Medicine or State Board of Osteopathic Medicine as an athletic trainer. The individual will work with the athletic program at Internship Site. The Graduate Coordinator at ESU will select the student to be recommended to the Dean of the Graduate College for placement with the Internship Site.

- b. *Education of Student.* The University shall assume responsibility for the classroom education of the student. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, and graduation.
- c. *Term of Placement.* The student will work for Internship Site 20 hours per week during the term of this placement. The placement will include post-session (pre-season athletics) and the subsequent fall, winter and spring sport seasons for the Internship Site.
- d. *Submission of Name of Candidate.* The University shall submit the name of the student to Internship Site or a designated representative at least 3 weeks prior to the practicum assignment.
- e. *Designation of Representative.* University shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the Internship Site in order to discuss, plan and evaluate experience of the student.
- f. *Advising Student of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of Internship Site and should the student fail to abide by any policy/or procedure, he or she may be expelled from the Internship Site program. If necessary, the termination of the student from the clinical practice intern program will be done according to the policies and procedures of the University. It is understood and agreed that while the student is providing athletic training services to the Internship Site, the student shall be under the direct supervision of the Internship Site, including the physician employed by Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.
- g. *Professional Liability Insurance.* The student shall be responsible for procuring professional liability insurance at his/her own expense. Only a Pennsylvania certified athletic trainer (or BOC® eligible student) with current professional liability insurance will be recommended. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the assistantship or residency. The Graduate Student will work within the scope of their job description and licensure status.

Internship Site understands that, as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort claims Act, 42 Pa C.S.A. §§8521, et

seq. For purposes of this Agreement, it is understood and agreed that the student, while providing athletic training services to the Internship Site, is under the supervision of the Internship Site, including the physician employed by the Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.

- h. Prior to the rendering of services by the graduate student pursuant to this agreement, the student shall obtain and provide to the Internship Site all criminal and child abuse clearances and/or other records required by the Pennsylvania School code and/or other applicable statutes.

II. DUTIES AND RESPONSIBILITIES OF INTERNSHIP SITE

- a. *Establishment of Assistantship or Residency.* Internship Site authorizes the use of its facilities as may be agreed upon by the Internship Site and the University as a practicum. This practicum is for a student enrolled in a graduate degree program at East Stroudsburg University. A description of the duties and responsibilities of the student will be developed by the appropriate individuals at the Internship Site, with a copy provided to the Graduate Coordinator from ESU.
- b. *Policies of Internship Site.* The Internship Site will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience. Internship Site will provide the University all the applicable information at least 2 weeks in advance of the student's participation.
- c. *Administration.* Internship Site will have sole authority and control over all aspects of student services, including appropriate supervision of the student by a licensed individual in providing all athletic training services. Internship Site will be responsible for and retain control over the organization, and operation of its programs.
- d. *Removal of Noncompliant Student.* Internship Site shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, Internship Site should immediately contact the responsible University contact.
- e. *Designation of Representative.* Internship Site shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate experience of the student.
- f. *Supervision of Students.* Internship Site shall provide a practicum site supervisor who will supervise student activities during the practicum. The student will be supervised by a physician of the Internship Site for the provision of all athletic training services. Internship Site agrees to indemnify and hold harmless the University, the State System of Higher Education and the Commonwealth and its officers, employees, representatives and agents, harmless from any and all liability, claims, demands and actions based upon and arising out of any activities performed by the student while under the supervision of the Internship Site under this Agreement. Upon receipt of written notice of any matter

for which indemnification might be claimed by the University or its officers, employees, representatives and agents, the Internship Site shall promptly defend, contest or otherwise protect against any such suit, action, investigation, claim or proceeding at its own cost and expense. The University may, but will not be obligated to, participate at its own expense in the proceeding, with counsel of its own choosing. Representation of the University shall be in compliance with the Commonwealth Attorneys Act.

- g. *Reporting of Student Progress.* Internship Site shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and Internship Site.
- h. *Student Records.* Internship Site shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of the Agreement.

III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties mutually agree that one student shall be assigned to the Internship Site for this assistantship or residency.
- b. *Payment.* The Internship Site shall pay the University \$20,215 in two equal payments on the first day of the Summer and Spring Semesters which shall be for part of the student's tuition at the prevailing rate (Summer I, Fall, Spring, and Summer II), all of the graduate student stipend, reimbursement of social security and worker's compensation costs to the University. The stipend is calculated based on the student providing athletic training services to the Internship Site as follows: Summer I (60 hours), Fall (300 hours), Spring (300 hours), and summer II (60 hours). If Internship Site removes a student who fails to comply with its policies and procedures or terminates this Agreement, it is understood and agreed that there shall be reimbursement at a proration of amounts due or payments made under this Agreement only for the time the student worked. If the student quits the program at the Internship Site, it is understood and agreed that there shall be reimbursement at a proration of amounts due or payments made under this Agreement only for the time the student worked.
- c. *Term of Agreement.* The term of this Agreement shall be one year(s) from the date of execution.
- d. *Termination of Agreement.* The University or the Internship Site may terminate this Agreement for any reason with ninety (90) days' notice. Either party may immediately terminate this Agreement in the event of a breach. However, should the Internship Site terminate this Agreement prior to the completion of an academic semester for other than a breach of the terms of this agreement or student's failure to follow applicable policy,

the student enrolled at that time may continue his/her educational experience until it would have been concluded absent the termination.

- e. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- f. *Interpretation of Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- g. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- h. *Relationship of Parties.* The relationship between the parties to this Agreement to each other in that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture, employment or any other relationship, other than that of independent contractors.
- i. *Liability.* Neither of the parties shall assume any liabilities to each other, except as specifically provided in this Agreement. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth of Pennsylvania's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania or of the State System of Higher Education or the University.
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other oral understandings or promises exist in regards to this relationship.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Authorized Signature:

Print Name/Title East Stroudsburg Area School District

East Stroudsburg Area School District
50 Vine St.
PO Box 298
East Stroudsburg, PA 18301

Date

Dr. Van A. Reidhead
Provost and Vice President for Academic Affairs, ESU

Date

Approved as to form and legality:

University Legal Counsel (ESU)

Date



esped.com Application Subscription Services Agreement

THIS AGREEMENT (the "Agreement") is entered into between esped.com, Inc., with offices at 6 Riverside Drive, Andover, MA 01810 ("esped") and **East Stroudsburg Area School District, 50 Vine Street, East Stroudsburg, PA 18301** ("Customer") on the following terms and conditions:

1. Agreement.

(a) Generally. This Agreement governs Customer's relationship with esped as well as its (and its Authorized User's) use of esped.com's Online Services. The Agreement is comprised of the provisions that follow and any additional or different terms that may from time to time be implemented under Subsection (b) ("Changes to Agreement") by esped.

(b) Changes to Agreement. esped may change or add provisions to this Agreement from time to time in its sole discretion by publishing a notice in the Online Services. All changes are effective upon publication. Customer's continued use of Online Services after the effective date of any amendment to this Agreement will constitute Customer's acceptance of the amendment. If Customer does not agree with a proposed change, Customer may exercise Customer's termination rights under Section 10 ("Term & Termination").

2. Online Services.

(a) Generally. esped will make available to Customer certain application services listed in Schedule A ("Price and Term for Online Services"). Customer may also purchase additional services from esped upon mutual agreement of the parties and which shall be set forth on separate schedules and attached hereto from time to time. For purposes of this Agreement, all features, access privileges, application services, including all optional or enhanced services, and any additional services purchased by the Customer and set forth on schedules attached hereto from time to time, shall be collectively referred to as Online Services ("Online Services"). esped may in its sole discretion upgrade, change, add, suspend or discontinue any Online Service(s) at any time.

(b) Third Party Interaction. Customer and its Authorized User's may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party advertisers or sponsors showing their goods and/or services through Online Services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between Customer, its Authorized Users and the applicable third party. esped is not a party to any transaction between Customer and any third party selling goods and/or services through the Online Services. esped shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between Customer, its Authorized Users and any such third party. **ESPED DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING GOODS OR SERVICES CUSTOMER PURCHASES OR OBTAINS FROM THIRD PARTY SUPPLIERS. CUSTOMER AGREES TO LOOK SOLELY TO THIRD PARTY SUPPLIERS FOR ALL CLAIMS REGARDING SUCH GOODS OR SERVICES.**

3. Access to Online Services.

(a) Remote Access Software. Customer may access Online Services through any third party software that meets the compatibility requirements from time to time published by esped. Customer assumes all risk for ensuring the ongoing compatibility of third party software with the Online Services.

(b) Remote Access Equipment. Customer is responsible at Customer's own expense to obtain, install, configure and maintain equipment to access and use the Online Services. Customer assumes all risk for ensuring the ongoing compatibility of remote access equipment with the Online Services.

(c) Telecommunications. Customer will access the Online Services through the Internet. Customer is solely responsible for the cost, installation, performance, integrity, maintenance and integration of its Internet connection.

(d) Customer Support. esped shall provide Customer with e-mail and telephone technical support as part of this agreement. esped shall not provide any user training unless contracted for such services.



4. Use of Online Services.

(a) Authorized Users. Customer agrees Online Services will be used only by Customer's own employees and agents (Authorized Users) for the beneficial purposes described in Subsection 4(b) ("Permitted Uses"). Customer shall notify each Authorized User of any and all obligations in this Agreement that relate to permitted and prohibited uses, user conduct, the security and confidentiality of data, passwords, and other requirements that are reasonably expected to be understood and undertaken by Authorized Users. To apply for a user account, Authorized Users must complete the registration process by providing esped with current, complete and accurate information as prompted by the registration form. Further, Customer certifies that to the best of its knowledge and belief, information provided by its Authorized Users during registration for an Online Services Account shall be accurate, current and complete. During registration, Authorized Users must enter a valid electronic mail address, which shall function as their Login ID. A secret password for obtaining access to the Online Services through each Authorized User's account will be assigned by esped or chosen by the Authorized User. It is the Authorized User's responsibility to safeguard and protect his or her password from disclosure or use by others. Authorized User will promptly change his or her password and Customer will immediately notify esped if Authorized User or Customer has reason to believe any of Customer's Authorized Users' accounts are being accessed or used by others. Authorized Users' accounts cannot be "shared" or used by more than one individual. Customer agrees to maintain a single user account for each of its Authorized Users' account and for ensuring that Authorized Users properly exit or log off from their accounts at the end of each session of use. esped is not responsible for any unauthorized access to, or alteration of, Customer's or its Authorized Users' transmissions or Data.

(b) Permitted Uses. Subject to timely payment of applicable Service Fee, Customer is granted during the Term of this Agreement a non-exclusive, nontransferable, limited license to access and make permitted use of the Online Services. For purposes of this Agreement, permitted use ("Permitted Use") means to execute Remote Access Software supplied by Customer (or available System Commands), to display information derived from the Online Services on Customer's computer or terminal screen, to download and store in nonvolatile memory insubstantial parts of such information in machine readable form indefinitely, and to print a reasonable number of copies of such information. In addition, Customer may download, store, load and execute on Customer's Remote Access Equipment any JAVA applets or similar client-side routines made available by esped for such purpose.

(c) Prohibited Uses. Except as authorized under Subsection 4(b) ("Permitted Uses"), Customer may not display, copy, download, store, reproduce, transmit, distribute, resell or otherwise commercially exploit any part of the Online Services, including any data or information derived from the Online Services, in any format or through any technology or media now existing or hereafter developed. Customer is specifically prohibited from disseminating any part of the Online Services, data or information in a manner that potentially would usurp the market for the Online Services, including transmittal of copyrighted material from the Online Services without the owner's express authorization and the prior written consent of esped.

(d) User Conduct. Customer and its Authorized Users agree to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer and its Authorized Users' use of the Online Services. In addition, Customer certifies its Authorized Users shall not, without limitation, use Online Services or information from Online Services to: (i) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (ii) transmit through or post on the Online Services unlawful, immoral, libelous, abusive, harassing, tortuous, defamatory, threatening, harmful, invasive, vulgar, obscene or otherwise objectionable material of any kind or nature which is harmful to minors in any way; (iii) transmit through or post to the Online Services any material that may infringe the intellectual property rights or other proprietary rights of third parties, including trademark, copyright or right of publicity; (iv) transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as trojan horses, worms, time bombs or cancelbots; (v) interfere with or disrupt the integrity of any data or computer-based information or any servers or networks connected to the Online Services or violate the regulations, policies or procedures of such networks; (vii) attempt to gain unauthorized access to the Online Services, other accounts, computer systems or networks connected to the Online Services; or (viii) harass or interfere with another Customer's use and enjoyment of the Online Services.

(d) No Assignment. Customer agrees to use Online Services strictly in support of Customer's internal operations and to process Customer's own data. Customer may not assign, transfer, sublicense, rent, lease or loan any of Customer's rights, nor delegate any of Customer's obligations under this Agreement and any attempt to the contrary shall be void and a material breach of this Agreement.



(e) Certain Law-Related Features. Customer may use certain law-related features in the Online Services for general reference only and subject to the following conditions. None of the Online Services, including communications Customer may have with esped will establish an attorney-client relationship or constitute "legal advice". Customer will not claim detrimental reliance on any information obtained from the Online Services but instead will independently verify through outside sources the accuracy, completeness and fitness of all such information.

5. Price & Payment.

(a) Application Service Fees. esped shall provide Customer with Online Services in consideration for the annual "Service Fee" set forth in Schedule A ("Price and Term for Application Services"). Customer's most recent Federal Child Count, which Customer agrees to provide to esped, will be used as the basis for calculating the annual Service Fee. esped shall bill Customer annually in advance of the Subscription Service Renewal Date established in Schedule A. This Agreement shall automatically renew each year thereafter on the anniversary of the Subscription Service Renewal Date unless terminated by Customer according to the provisions of Section 10 ("Term & Termination"). Customer agrees to pay all Service Fee adjustments, billed monthly, for additional usage. Customer also agrees to maintain all records necessary to accurately calculate Service Fees and adjustments, including its Federal Child Count Report, and to make such records and reports available to esped for review and verification.

(b) Payment & Late Charges. Customer agrees to pay all charges set forth in Schedule A as well as any adjustments invoiced for additional usage. All charges for Online Services (including any Third Party Supplier charges) shall be invoiced and due prior to the first day of the Term. Customer will pay all sales, use, value-added, personal property or other governmental tax or levy imposed on the goods or services provided to Customer (including interest and penalties imposed thereon) other than taxes based on the net income or profits of esped. If Customer fails to pay any amount when due, then this Agreement (including any license to software) may, at esped's option, be suspended or terminated. Customer agrees to pay all costs of enforcement, including reasonable legal fees.

6. Certain Proprietary Rights.

(a) Confidential Information Ownership. Customer acknowledges and agrees that all right title and interest in and to the Online Services and the features provided therein are the exclusive property of esped or other owner designated in the Online Services and that the Online Services constitute the confidential and proprietary information of esped or such other designated owner. Customer will at all times use due diligence to safeguard and protect all such confidential and proprietary information.

(b) Account Information and Data Rights. esped will NOT monitor, edit or willfully disclose any Data except as may be required by law, subpoena, or other government request. In the event that esped receives such a request or demand for Data, esped will take commercially reasonable steps to inform Customer in advance, to the extent permitted by law. For purposes of this Agreement, "Data" shall mean any student specific biographic or demographic information or material, including student name, address, social security or other identification number that Customer's Authorized Users submit to the Online Services. esped may access Customer accounts, including its Data, to respond to service or technical problems. Customer is solely responsible for the accuracy, completeness, quality, integrity, legality, reliability and copyright of such Data, and esped shall not be responsible or liable for the deletion, correction, loss or failure to store Data. esped reserves the right to withhold, remove and/or discard Data without notice for any breach of this Agreement by Customer, including, without limitation, non-payment.

(c) Copyrights. Customer agrees that all right, title and interest (including all copyrights and other intellectual property rights) in the Online Services belong exclusively to esped or other owner designated in the Online Services. Customer grants esped and its users a royalty free, perpetual, irrevocable, non-exclusive license to use, copy, modify, prepare derivative works of and redistribute any suggestions, ideas, feedback, recommendations or other information, including learning goals and objectives, (in whole or in part) submitted by Customer and its Authorized Users to the Online Services ("Submissions") on a world-wide basis through technologies now existing or hereafter developed. esped retains exclusive ownership of all "compilation" and "collective work" copyrights in the selection, coordination and arrangement of such Submissions as a whole.

(d) Certain Trade Secrets. The Online Services are provided to Customer in machine readable form. Customer agrees not to disassemble, decompile or reverse engineer any of the Online Services features. Customer also agrees that any information obtained in violation of this restriction will be confidential and information automatically and irrevocably deemed assigned to and owned exclusively by the owner of the original feature. Customer will at all times use due diligence to safeguard and protect all such confidential and proprietary information.



(e) Identifying Marks. Customer will ensure that all marks, notices or legends pertaining to the origin, identity or ownership of the Online Services and any data, information or other content obtained from such Online Services remain intact and clearly legible.

(f) Confidentiality. esped will use commercially reasonable efforts to maintain the confidentiality of any student record information submitted by Customer and its Authorized Users to the Online Services and will only disclose such student record information to those of its employees, consultants or agents who have a need to know such information in order to perform esped's duties hereunder

7. Force Majeure. esped is excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses and incompatible or defective equipment, software or services not supplied by esped. Nothing herein enlarges any warranty or diminishes any disclaimer provided in Section 8 ("Warranties").

8. Warranties. The following provisions are subject to Section 9 ("Limitation of Remedies & Liabilities").

(a) Noninfringement Warranty.

(i) esped Content. esped warrants to the best of its knowledge and belief that it has the rights needed to enter into this Agreement and that Permitted Uses by Customer of features in the Online Services created by esped ("esped Content") will not infringe or misappropriate any United States copyright, trademark, patent, or the trade secrets of any third persons. If promptly notified of any claim to the contrary, esped shall (i) defend through litigation or obtain through negotiation Customer's right to continue using the esped Content; (ii) rework the esped Content to make it non-infringing, or (iii) replace the esped Content with functionally equivalent content.

(ii) User Content. Customer warrants that any Authorized User Content ("Authorized User Content") uploaded by Customer to the Online Services will not infringe or misappropriate any copyright, trademark, patent, or the trade secrets of any third persons, or otherwise violate this Agreement or any applicable law. Customer also agrees to have all Authorized User Content contributed through Customer's account screened for software viruses and will use due diligence to remove any viruses capable of being detected with commercially available detection programs.

(iii) Security. esped represents that it will utilize commercially reasonable administrative, technical, and physical measures to maintain the confidentiality and security of the student record information submitted by Customer. esped expressly disclaims any warranty that these security measures will be 100% effective or error-free.

(b) Regulatory Changes. esped warrants that the Online Services shall comply with all applicable federal and state laws and regulations. All compliance updates to the Online Services are included at no additional cost as part of Customer's annual application service subscription fee set forth in Schedule A ("Price and Term for Online Services").

(c) Third Party Content. esped is a distributor (and not a publisher) of any features, contributions or content supplied by third party vendors and available to Authorized Users of the Online Services. It has no more editorial control over such content than does a public library, book store or newsstand. As such, esped is not responsible for screening, policing, editing or monitoring such content. If notified of allegedly infringing, defamatory, damaging, illegal or offensive material, esped may investigate the allegation and determine in good faith and in its sole discretion whether to remove or request the removal of such material from the Online Services. If esped elects to perform (or not to perform) any such activities, it shall be held harmless from all claims so long as it acts in good faith.

(d) Disclaimer. Except as provided in this Section, Customer agrees that the Online Services are provided strictly on an "as is" and "as available" basis without any express or implied warranty, guarantee or other assurance of quality, conformity with specifications, reliability or functionality. Customer accepts all risk concerning suitability, use, performance or nonperformance of the Online Services. ESPED MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE ONLINE SERVICES OR ANY CONTENT INCLUDED THEREIN. ESPED DOES NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE ONLINE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE ONLINE SERVICES OR THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER OR ITS AUTHORIZED USERS THROUGH THE ONLINE SERVICES WILL MEET ITS REQUIREMENTS OR EXPECTATIONS; (III) ANY DATA STORED WILL BE ACCURATE, COMPLETE OR RELIABLE; (IV) THE ONLINE SERVICES OR THE SERVER(S) THAT MAKE THE ONLINE SERVICES AVAILABLE ARE FREE OF VIRUSES OR



OTHER HARMFUL COMPONENTS. ESPED MAKES NO REPRESENTATION, WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

(e) Indemnification. Customer will defend, indemnify and hold esped, its directors, employees and agents, harmless from all liability and expense (including attorney fees) arising from any third party claim that a) the Data has been subject to unauthorized access, use or disclosure, b) any Authorized User has failed to comply with the requirements of this Agreement, particularly with respect to User Content and User authentication, and c) the Data or User Content infringes intellectual property rights of the claimant.

9. Limitation of Remedies & Liabilities. The following provisions are a material condition of this Agreement and reflect a fair allocation of risk:

(a) Remedies. Customer agrees that if the esped violates any warranty or other provision of this Agreement, and esped determines that repair or other corrective action is not economically or technically feasible, Customer's sole and exclusive remedy will be to obtain a refund, prorated based on the Term of this Agreement as provided in Schedule A, of amounts paid for Online Services by Customer during the previous twelve (12) months. Customer also agrees that legal remedies alone provide inadequate protection of intellectual property rights described in Section 6 ("Certain Proprietary Rights") and that, in addition to other relief, esped or other owner may go to court and without necessity of posting bond obtain temporary and permanent injunctions to enforce those rights. Customer will defend, indemnify and hold esped harmless from all claims and expenses (including reasonable legal fees) arising from any violation by Customer of this Agreement or applicable law.

(b) Liabilities. ESPED IS NOT LIABLE FOR ANY AMOUNT EXCEEDING THE PRICE PAID AND/OR DUE FROM CUSTOMER FOR ONLINE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO ANY CLAIM. IN NO EVENT SHALL ESPED BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOST SAVINGS, PROFIT, REVENUE, LOST DATA, BUSINESS INTERRUPTION, USE, OTHER ECONOMIC ADVANTAGE OR ATTORNEYS FEES EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) INCURRED BY CUSTOMER, OR ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ONLINE SERVICES, INCLUDING BUT NOT LIMITED TO CUSTOMER'S USE OR INABILITY TO USE THE ONLINE SERVICES. FOR PURPOSES OF THIS SUBSECTION, "ESPED" INCLUDES ALL THIRD PARTY SUPPLIERS AND ANY DISTRIBUTOR, PUBLISHER OR RESELLER FROM WHOM CUSTOMER OBTAINED THE ONLINE SERVICES OR OTHER COMPONENTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION MAY NOT APPLY TO CUSTOMER.

10. Term & Termination.

(a) Generally. esped shall, during the "Term" defined in Schedule A ("Price and Term for Application Services"), provide Customer with Online Services in consideration for the "Service Fee" also set forth in Schedule A. This Agreement will automatically renew each year on the anniversary of the service term start date and shall continue in full force and effect until terminated by either party upon thirty (30) days written notice. esped shall issue an invoice to Customer in advance of their annual renewal date according to the billing procedure described in Subsection 5(a) ("Application Service Fees"). Notwithstanding the foregoing, (i) esped may suspend or terminate this Agreement at any time without notice if Customer breaches any provision of it, and (ii) Customer may terminate this Agreement at any time if Customer does not agree to any amendment published under Subsection 1(b) ("Changes to Agreement").

(b) Effect of Termination. Termination of this Agreement will terminate Customer's right to access or use the Online Services. Termination will have no effect on payment of amounts due under Section 5 ("Price & Payment"), proprietary rights and obligations under Section 6 ("Certain Proprietary Rights"), indemnifications or disclaimers under Section 8 ("Warranties"), limitations under Section 9 ("Limitation of Remedies & Liabilities") or continuing assurances made under Section 12 ("Export Regulations"). Upon Termination for cause, Customer's right to access or use Data immediately ceases, and esped shall have no obligation to maintain any Data stored in Customer's account or to forward any data to Customer or any third party. In the event that Customer terminates this Agreement for reason other than its breach of this Agreement, esped shall make available to Customer a file of its Data if Customer so requests its Data at the time of its notification of termination.



11. Disputes, Choice of Law. Except actions for certain injunctive relief authorized under Section 9 ("Limitation of Remedies & Liabilities"), which may be brought in a court of competent jurisdiction at any time, the parties agree that all disputes shall be submitted to a single arbitrator for nonbinding arbitration under proceedings conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrator shall be limited to remedies otherwise available in court and shall include a written explanation of the decision. If the parties are still unable to reconcile their differences after the arbitrator issues its award, the dispute then may be taken to court by either party. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND MASSACHUSETTS, AND ANY ACTION SHALL BE INITIATED AND MAINTAINED IN A FORUM OF COMPETENT JURISDICTION IN SUCH DESIGNATED STATE. ANY ACTION OR OTHER PROCEEDING BY CUSTOMER SHALL BE INITIATED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE, OR BE BARRED.

12. Export Regulations.

(a) Export Control. esped's Online Services rely on software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union. Customer acknowledges and agrees that Online Services shall not be used, and none of the underlying information, software or technology may be transferred or otherwise exported or re-exported to Afghanistan, Burma, Cuba, Iraq, Iran, Libya, Sudan or any other countries to which the United States and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Online Services, Customer agrees to comply strictly with all U.S. and European Union export laws and assumes sole responsibility for first obtaining licenses to export or re-export as may be required. This provision and the assurances made herein shall survive termination of this Agreement.

(b) International Use. Online Services may use encryption technology that is subject to the licensing requirements under the U.S. Export Administration regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. esped makes no representation that the Online Services is appropriate or available for use outside the United States. Customer is solely responsible for compliance with all applicable laws for use of Online Services outside the United States, including export or import regulations of other countries.

13. Miscellaneous. This Agreement constitutes the entire and exclusive agreement between the parties with respect to this subject matter and supersedes all other communications, whether written or oral. This Agreement may be amended as provided in Section 1(b) ("Changes to Agreement"). Any other amendment shall require a writing signed by esped, regardless of any course of conduct or trade practice between the parties. This document and Customer's signature in electronic form, or a hardcopy duplicate in good form, shall be considered an original document with authenticated signature admissible into evidence unless the document's authenticity is genuinely placed in question. Customer may issue a purchase order for administrative convenience, but it will have no substantive effect on the terms or conditions of this Agreement. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement of it on future occasions. Headings are for reference purposes only and have no substantive effect.



IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representative:

esped.com, inc.

Customer

Signature:

Name:

Title:

Date:

Telephone:

Fax:

Email:

Billing Contact Information

Name:

Title:

Billing Address:

Telephone:

Fax:

E-Mail:



Schedule A: Price and Term for Application Services

Annual Recurring Application Subscription Services

Application Service Description	Annual Subscription Total
eSTAR™ Special Education, Gifted & 504 Students	
eSTAR IEP™ Pennsylvania Forms & Notices Goals & Objectives (including Standards Aligned System) IEP Progress Reports and Charting (including Lightning Progress) DataWiser (Workflow, Compliance, State Reporting) Automated Alert Notifications System	
Student Information System Integration	
eSTAR Gifted™ Gifted IEP Forms, Notices, Invitation, Gifted Written Report	
eSTAR 504 Plan™ Initial & Annual Plan, Invitation, Permission to Re/Evaluate	
eSTAR Behavior Plan™ Positive Behavior Support Plan, FBA, BIP and Manifestation	
eSTAR Reporting™ Administrative Report Writer Report Generator Expandable Report Library	
eSTAR Rich Text Fields™ Text frames with auto save and word processing features	
eSTAR Help & Training™ On Demand Video Training Live Virtual Classroom Training Unlimited 800 Telephone and email support	
eStar Archive™ Archive Manager - Upload Archiving	
Pennsylvania State Compliance Penn Data Child Count/Revised Child Count & Year End Files PIMS Data Export (Snapshot, Events, Services Templates)	
Total Annual eStar Application Service Subscription	<u><u>\$30,000.00</u></u>



Schedule A: Price and Term for Application Services...Continued

Non-Recurring Implementation Services

<u>Implementation Services Description</u>	<u>Quantity</u>	<u>Rate</u>
Days Onsite eSTAR™ Training @ \$1,800 / Day	4	\$7,200.00
Days Onsite eSTAR™ Administrative Setup	1	\$1,800.00
Web Application Services Setup Fee		\$3,000.00
Student Information System Integration Setup Fee		\$1,000.00
Total Non-Recurring Implementation Service Charges		<u>\$13,000.00</u>
Incentive Allowance		(\$13,000.00)
Total Annual Recurring and Non-Recurring Services		<u><u>\$30,000.00</u></u>

Service Term and Payment Schedule

	<u>Start</u>	<u>End</u>	<u>Payment Due</u>	<u>Total Due</u>
Year 1	July 1, 2014	June 30, 2015	July 1, 2014	\$30,000.00
Year 2	July 1, 2015	June 30, 2016	July 1, 2015	\$30,000.00
Year 3	July 1, 2016	June 30, 2017	July 1, 2016	\$30,000.00

COLONIAL INTERMEDIATE UNIT 20
A Regional Service Agency
6 Danforth Drive
Easton, Pennsylvania 18045-7899

CONTRACT FOR SERVICE
(REVENUE GENERATING)

This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and East Stroudsburg Area School District, 50 Vine Street, PO Box 298, East Stroudsburg, PA 18301, (570) 424-8500. East Stroudsburg Area School District will utilize Colonial Intermediate Unit 20 to provide an associate teacher for direct, one-on-one services at the following locations:

Three students at East Stroudsburg High School North – Autistic Support; and
East Stroudsburg High School South – Multidisabilities Support; and
JT Lambert Intermediate School – Autistic Support; and
Middle Smithfield Elementary School – Autistic Support; and
Stroudsburg High School – Autistic Support; and
Stroudsburg Middle School – Autistic Support

The total cost for said services shall not exceed \$296,592.00. This contract becomes effective the first day of the 2014-2015 school year and terminates at the end of the 2014-2015 school year.


East Stroudsburg Area School District will be billed for services rendered by Colonial Intermediate Unit 20.

Unemployment cost will be charged to the School District if Colonial Intermediate Unit 20 is unable to reassign the position.

The signed contract must be returned to Mr. Jon Wallitsch, Assistant Director of Business Services, at the Intermediate Unit Office.



Dr. Charlene M. Brennan Date East Stroudsburg Area School District Date
Executive Director



Mrs. Dawn M. Hales Date Federal ID Number
Secretary to the Board

To comply with Federal laws, State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our Intermediate Unit, the Colonial Intermediate Unit 20 declares itself to be an equal rights and opportunities agency. As an equal rights and opportunities agency, it does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex and disabilities as defined by law. The Intermediate Unit's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

Successful performance and affirmative action program efforts will provide positive benefits to the Intermediate Unit through fuller utilization and development of previously underutilized human resources. Coordinator of Title IX, Section 504 and ADA is The Director of Human Resources and Research Services, Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, PA 18045, (610) 515-6405, TDD/TTY Hearing Impaired (610) 252-3786.

COLONIAL INTERMEDIATE UNIT 20
A Regional Service Agency
6 Danforth Drive
Easton, Pennsylvania 18045-7899

CONTRACT FOR SERVICE
(REVENUE GENERATING)

This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and East Stroudsburg Area School District, 50 Vine Street, PO Box 298, East Stroudsburg, PA 18301, (570) 424-8500. East Stroudsburg Area School District will utilize Colonial Intermediate Unit 20 to provide an associate teacher for direct, one-on-one services at the following location:

Pleasant Valley Elementary – Physical Support

The total cost for said services shall not exceed \$37,074.00. This contract becomes effective the first day of the 2014-2015 school year and terminates at the end of the 2014-2015 school year.

East Stroudsburg Area School District will be billed for services rendered by Colonial Intermediate Unit 20.

Unemployment cost will be charged to the School District if Colonial Intermediate Unit 20 is unable to reassign the position.

The signed contract must be returned to Mr. Jon Wallitsch, Assistant Director of Business Services, at the Intermediate Unit Office.

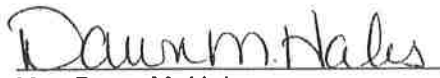

Dr. Charlene M. Brennan
Executive Director

Date

6/25/14

East Stroudsburg Area School District

Date


Mrs. Dawn M. Hales
Secretary to the Board

Date

6/26/14

Federal ID Number

To comply with Federal laws, State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our Intermediate Unit, the Colonial Intermediate Unit 20 declares itself to be an equal rights and opportunities agency. As an equal rights and opportunities agency, it does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex and disabilities as defined by law. The Intermediate Unit's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

Successful performance and affirmative action program efforts will provide positive benefits to the Intermediate Unit through fuller utilization and development of previously underutilized human resources. Coordinator of Title IX, Section 504 and ADA is The Director of Human Resources and Research Services, Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, PA 18045, (610) 515-6405, TDD/TTY Hearing Impaired (610) 252-3786.

COLONIAL INTERMEDIATE UNIT 20
A Regional Service Agency
6 Danforth Drive
Easton, Pennsylvania 18045-7899

CONTRACT FOR SERVICE
(REVENUE GENERATING)

This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and East Stroudsburg Area School District, 50 Vine Street, PO Box 298, East Stroudsburg, PA 18301, (570) 424-8500. East Stroudsburg Area School District will utilize Colonial Intermediate Unit 20 to provide a mental health worker for direct, one-on-one services at the following location:

Colonial Academy – Emotional Support

The total cost for said services shall not exceed \$43,928.00. This contract becomes effective the first day of the 2014-2015 school year and terminates at the end of the 2014-2015 school year.

East Stroudsburg Area School District will be billed for services rendered by Colonial Intermediate Unit 20.

Unemployment cost will be charged to the School District if Colonial Intermediate Unit 20 is unable to reassign the position.

The signed contract must be returned to Mr. Jon Wallitsch, Assistant Director of Business Services, at the Intermediate Unit Office.

Charlene M. Brennan 6/25/14 _____
Dr. Charlene M. Brennan Date East Stroudsburg Area School District Date
Executive Director

Dawn M. Hales 6/26/14 _____
Mrs. Dawn M. Hales Date Federal ID Number
Secretary to the Board

To comply with Federal laws, State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our Intermediate Unit, the Colonial Intermediate Unit 20 declares itself to be an equal rights and opportunities agency. As an equal rights and opportunities agency, it does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex and disabilities as defined by law. The Intermediate Unit's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

Successful performance and affirmative action program efforts will provide positive benefits to the Intermediate Unit through fuller utilization and development of previously underutilized human resources. Coordinator of Title IX, Section 504 and ADA is The Director of Human Resources and Research Services, Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, PA 18045, (610) 515-6405, TDD/TTY Hearing Impaired (610) 252-3786.

COLONIAL INTERMEDIATE UNIT 20
A Regional Service Agency
6 Danforth Drive
Easton, Pennsylvania 18045-7899

CONTRACT FOR SERVICE
(REVENUE GENERATING)

This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and East Stroudsburg Area School District, 50 Vine Street, PO Box 298, East Stroudsburg, PA 18301, (570) 424-8500.

Colonial Intermediate Unit 20 will provide an Itinerant Special Education Teacher to provide direct service to students within the Autism Spectrum Disorder. This person will support and provide assistance to regular education and special education teachers in a non-evaluative means to improve teachers' professional development in providing services for students with autism and provide case management for students with autism.

This contract shall not exceed \$83,692.00 and becomes effective the first day of the 2014-2015 school year and terminates at the end of the 2014-2015 school year.

East Stroudsburg Area School District will be billed for services rendered by Colonial Intermediate Unit 20.

The signed contract must be returned to Mr. Jon Wallitsch, Assistant Director of Business Services, at the Intermediate Unit Office.

Charlene M. Brennan 6/25/14 _____
Dr. Charlene M. Brennan Date East Stroudsburg Area School District Date
Executive Director

Dawn M. Hales 6/26/14 _____
Mrs. Dawn M. Hales Date Federal ID Number
Secretary to the Board

To comply with Federal laws, State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our Intermediate Unit, the Colonial Intermediate Unit 20 declares itself to be an equal rights and opportunities agency. As an equal rights and opportunities agency, it does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex and disabilities as defined by law. The Intermediate Unit's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

Successful performance and affirmative action program efforts will provide positive benefits to the Intermediate Unit through fuller utilization and development of previously underutilized human resources. Coordinator of Title IX, Section 504 and ADA is The Director of Human Resources and Research Services, Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, PA 18045, (610) 515-6405, TDD/TTY Hearing Impaired (610) 252-3786.

**EAST STROUDSBURG AREA SCHOOL DISTRICT
Independent Contractor Agreement**

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this 16th day of June, 2014, by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principal office located at 50 Vine St. East Stroudsburg, PA 18301

AND

Northwest Evaluation Association (the "Contractor") of **121 NW Everett Street, Portland, OR 97209**

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

2. Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

3. Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement

4. Notices

Any notice, request, demand or other communication required or permitted to be given under this Agreement will be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows (or to such other addressee as will be set forth in a notice given in the same manner):

If to District:

Jeff Bader, Business Manager
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

If to Contractor:

Northwest Evaluation Association
121 NW Everett Street
Portland, OR 97209

Any such notice will be deemed to be given on the date personally delivered or on the date mailed in the manner provided above.

5. Validity

If for any reason any provision of this Agreement will be determined to be invalid or unenforceable, the validity and effect of the other provisions will not be affected.

6. Waiver of Breach

The waiver by District or by Contractor of a breach of any particular provision of this Agreement by the other party will not operate, or be construed, as a waiver of any other breach of any other particular provision(s) by such other party.

7. Termination

This Agreement may be terminated by either party upon fifteen (15) days written notice from one party to the other party which written notice shall be given in the manner provided for in Paragraph 4 above.

8. Assignment

This Agreement will not be assignable by Contractor nor may the obligations of Contractor be delegated to another.

9. Entire Agreement

This Agreement represents the entire understanding of the parties.

9. Applicable Law

The parties agree that this Agreement will be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

ATTEST:

EAST STROUDSBURG AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS

Patricia Rosado, Secretary

BY: _____
William Searfoss, President

WITNESS:

Chelsea Phillips
Internal Controls

Northwest Evaluation Association


[Contractor] Geri Colak, VP & CFO

7/2/2014

SCHEDULE A

Description of Service to be performed (be specific):

Internet version of NWEA's computerized measures of academic progress renewal of fees for District wide. This is for grade 6 and grade 7 for the 2014-2015 school year.

Location of Services: **East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301**

Effective Date: **July 1, 2014 to June 30, 2015**

Professional Fee:

a) Rate (Daily/Hourly/Other): \$ _____
Time (Days/Hour/Other): _____
Total Cost: \$ _____

b) Fixed Rate: **\$14,296.50**

c) Are expenses included? YES NO
If no, please itemize:

Budget Code: 10-1100-300-000-30-00-04 Department: Curriculum & Instruction - Secondary

District Initiator: Dr. Thomas A. Lesniewski, Assistant Superintendent for Curriculum & Instruction, Grades. 6-12

Authorization for Payment: _____ Date: _____

Purchase Order # _____



Schedule A

Bill To Partner ID: 341 East Stroudsburg Area School District Accounts Payable 50 Vine Street East Stroudsburg, PA 18301 USA	Sold To Partner ID: 341 East Stroudsburg Area School District Accounts Payable 50 Vine Street East Stroudsburg, PA 18301 USA
Quote Number: Q013490 Quote Date: 06/16/2014	Start Date: 08/01/2014 End Date: 07/31/2015 Term:

PRODUCT NAME	QUANTITY	PRICE	TOTAL
Measures of Academic Progress (MAP) - Math, Reading & Language 6 th and 7 th Grades	1059.0	\$13.50	\$14,296.50
GRAND TOTAL			\$14,296.50

Notes:

This Schedule A is subject to NWEA's terms and conditions located at: <http://info.nwea.org/mastersubscriptionagreement.html>. By signing this Schedule A you agree you have read and understood the terms and agree to them.
 A copy of NWEA's W9 can be found here: <http://www.nwea.org/sites/www.nwea.org/files/NWEA%20W-9.pdf>
 Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above.
 Please print, scan, sign and send back this Schedule A, along with your Purchase Order or Letter of Intent, to Business.Operations@nwea.org or fax to 503 639-7873. NWEA is unable to accept digital or electronic signatures at this time.

Signature:	Printed Name: Dr. Thomas A. Lesniewski
Date: 6/16/14	Title: Assistant Superintendent for Curriculum & Instruction, Grades 6-12

RECEIVED
JUN 10 2014
BY:

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this 30th day of June, 2014, by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principal office located at 50 Vine St. East Stroudsburg, PA 18301

AND

Northwest Evaluation Association (the "Contractor") of 121 NW Everett Street, Portland, OR 97209

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

2. Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

3. Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or

controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement

4. Notices

Any notice, request, demand or other communication required or permitted to be given under this Agreement will be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows (or to such other addressee as will be set forth in a notice given in the same manner):

If to District:

Jeff Bader, Business Manager
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

If to Contractor:

Northwest Evaluation Association
121 NW Everett Street
Portland, OR 97209

Any such notice will be deemed to be given on the date personally delivered or on the date mailed in the manner provided above.

5. Validity

If for any reason any provision of this Agreement will be determined to be invalid or unenforceable, the validity and effect of the other provisions will not be affected.

6. Waiver of Breach

The waiver by District or by Contractor of a breach of any particular provision of this Agreement by the other party will not operate, or be construed, as a waiver of any other breach of any other particular provision(s) by such other party.

7. Termination

This Agreement may be terminated by either party upon fifteen (15) days written notice from one party to the other party which written notice shall be given in the manner provided for in Paragraph 4 above.

8. Assignment

This Agreement will not be assignable by Contractor nor may the obligations of Contractor be delegated to another.

9. **Entire Agreement**

This Agreement represents the entire understanding of the parties.

9. **Applicable Law**

The parties agree that this Agreement will be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

ATTEST:

EAST STROUDSBURG AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS

Patricia Rosado, Secretary

BY: _____
William Searfoss, President

WITNESS:

Collyn Phillips

[Signature], Geri Cohen VP/CFO
[Contractor] Northwest Evaluation Association
7/9/14

SCHEDULE A

Description of Service to be performed (be specific):

Internet version of NWEA's computerized measures of academic progress renewal of fees for District wide.

Measures of Academic Progress (MAP) – Math, Reading & Language Grades 2, 3, 4, 5 (\$26,622.00)

MAP for Primary Grades License Grades 1 (\$1,350.00)

Total \$27,972.00

Location of Services: **East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301**

Effective Date: **July 1, 2014 to June 30, 2015**

Professional Fee:

a) Rate (Daily/Hourly/Other): \$ _____
Time (Days/Hour/Other): _____
Total Cost: \$ _____

b) Fixed Rate: \$ 27,972.00

c) Are expenses included? YES NO
If no, please itemize:

Budget Code: 10-1100-650-000-10-00-04 Department: Curriculum & Instruction - Elementary
District Initiator: Irene Duggins, Assistant Superintendent for Curriculum & Instruction, Grades 1 through grades 5

Authorization for Payment: _____ Date: _____

Purchase Order # _____

Schedule A

Bill To Partner ID: 341 East Stroudsburg Area School District Accounts Payable 50 Vine Street East Stroudsburg, PA 18301 USA	Sold To Partner ID: 341 East Stroudsburg Area School District Accounts Payable 50 Vine Street East Stroudsburg, PA 18301 USA
Quote Number: Q014444 Quote Date: 06/26/2014	Start Date: 08/01/2014 End Date: 07/31/2015 Term:

PRODUCT NAME	QUANTITY	PRICE	TOTAL
Measures of Academic Progress (MAP) - Math, Reading & Language Grades 2-5	1972.0	\$13.50	\$26,622.00
MAP for Primary Grades License Grade 1	100.0	\$13.50	\$1,350.00
GRAND TOTAL			\$27,972.00

Notes:

This Schedule A is subject to NWEA's terms and conditions located at: <http://info.nwea.org/mastersubscriptionagreement.html>. By signing this Schedule A you agree you have read and understood the terms and agree to them.
A copy of NWEA's W9 can be found here: <http://www.nwea.org/sites/www.nwea.org/files/NWEA%20W-9.pdf>
Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above.
Please print, scan, sign and send back this Schedule A, along with your Purchase Order or Letter of Intent, to Business.Operations@nwea.org or fax to 503 639-7873. NWEA is unable to accept digital or electronic signatures at this time.

Signature:	Printed Name:
Date:	Title:



FORM **818**

EAST STROUDSBURG AREA SCHOOL DISTRICT Independent Contractor Agreement

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this 30th day of June, 2014, by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principal office located at 50 Vine St. East Stroudsburg, PA 18301

AND

Northwest Evaluation Association (the "Contractor") of **121 NW Everett Street, Portland, OR 97209**

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

2. Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

3. Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or

controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement

4. Notices

Any notice, request, demand or other communication required or permitted to be given under this Agreement will be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows (or to such other addressee as will be set forth in a notice given in the same manner):

If to District:

Jeff Bader, Business Manager
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

If to Contractor:

Northwest Evaluation Association
121 NW Everett Street
Portland, OR 97209

Any such notice will be deemed to be given on the date personally delivered or on the date mailed in the manner provided above.

5. Validity

If for any reason any provision of this Agreement will be determined to be invalid or unenforceable, the validity and effect of the other provisions will not be affected.

6. Waiver of Breach

The waiver by District or by Contractor of a breach of any particular provision of this Agreement by the other party will not operate, or be construed, as a waiver of any other breach of any other particular provision(s) by such other party.

7. Termination

This Agreement may be terminated by either party upon fifteen (15) days written notice from one party to the other party which written notice shall be given in the manner provided for in Paragraph 4 above.

8. Assignment

This Agreement will not be assignable by Contractor nor may the obligations of Contractor be delegated to another.

9. Entire Agreement

This Agreement represents the entire understanding of the parties.

9. Applicable Law

The parties agree that this Agreement will be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

ATTEST:

EAST STROUDSBURG AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS

Patricia Rosado, Secretary

BY: _____
William Scarfoss, President

WITNESS:

Collyer Phillips

[Signature], Geri Cohen VP/CFO
[Contractor] Northwest Evaluation Association
7/9/14

SCHEDULE A

Description of Service to be performed (be specific):

Internet version of NWEA's computerized measures of academic progress renewal of fees for District wide.

**Measures of Academic Progress (MAP) – Math, Reading & Language
Grades 2, 3, 4, 5 (\$26,622.00)**

MAP for Primary Grades License Grades 1 (\$1,350.00)

Total \$27,972.00

Location of Services: **East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301**

Effective Date: **July 1, 2014 to June 30, 2015**

Professional Fee:

a) Rate (Daily/Hourly/Other): \$ _____
Time (Days/Hour/Other): _____
Total Cost: \$ _____

b) Fixed Rate: \$ 27,972.00

c) Are expenses included? YES NO
If no, please itemize:

Budget Code: 10-1100-650-000-10-00-04 Department: Curriculum & Instruction - Elementary
District Initiator: Irene Duggins, Assistant Superintendent for Curriculum & Instruction, Grades 1 through grades 5

Authorization for Payment: _____ Date: _____

Purchase Order # _____



Schedule A

Bill To Partner ID: 341 East Stroudsburg Area School District Accounts Payable 50 Vine Street East Stroudsburg, PA 18301 USA	Sold To Partner ID: 341 East Stroudsburg Area School District Accounts Payable 50 Vine Street East Stroudsburg, PA 18301 USA
Quote Number: Q014444 Quote Date: 06/26/2014	Start Date: 08/01/2014 End Date: 07/31/2015 Term:

PRODUCT NAME	QUANTITY	PRICE	TOTAL
Measures of Academic Progress (MAP) - Math, Reading & Language Grades 2-5	1972.0	\$13.50	\$26,622.00
MAP for Primary Grades License Grade 1	100.0	\$13.50	\$1,350.00
GRAND TOTAL			\$27,972.00

Notes:

This Schedule A is subject to NWEA's terms and conditions located at: <http://info.nwea.org/mastersubscriptionagreement.html>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

A copy of NWEA's W9 can be found here: <http://www.nwea.org/sites/www.nwea.org/files/NWEA%20W-9.pdf>

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above.

Please print, scan, sign and send back this Schedule A, along with your Purchase Order or Letter of Intent, to BusinessOperations@nwea.org or fax to 503 639-7873. NWEA is unable to accept digital or electronic signatures at this time.

Signature:	Printed Name:
Date:	Title:



One Farm Springs
Farmington, CT 06032

CUSTOMER NO. 373721	DATE 06/20/14	INVOICE NO. NPS08006714
AMOUNT DUE ON SERVICE CONTRACT: 41,032.34		

INVOICE

Enclose This Coupon With Your Payment.
Make Check Payable To:
OTIS ELEVATOR COMPANY

Mail payment to:



OTIS ELEVATOR COMPANY
P.O. BOX 73579
CHICAGO IL
60673-7579

241-0111

MB 01 009917 31659 B 39 D
EAST STROUDSBURG AREA SCHOOL D
50 VINE ST
EAST STROUDSBURG PA 18301-2150



PLEASE SEND CORRESPONDENCE TO YOUR LOCAL OFFICE AS SHOWN BELOW

ONPS08006714 0004103234 5

DETACH RETURN DOCUMENT ALONG PERFORATION

OTIS ELEVATOR

INVOICE

** SERVICE CONTRACT CHARGES **

<u>CUSTOMER NO.</u>	<u>DATE</u>	<u>INVOICE NO.</u>
373721	06/20/14	NPS08006714

BUILDING NPS202519 East Stroudsburg Area School District
CONTRACT NPS08006
P.O. #S 06701070, 06701071, 06701072, 06701073

SERVICE FROM 07/01/14 TO 06/30/15	45,389.76
OTHER #1 DISCOUNT- 9.60%	4,357.42-
TOTAL CURRENT CHARGES DUE	41,032.34

- - - PRICE ADJUSTMENT - - -

IN ACCORDANCE WITH THE PROVISION FOR THE ADJUSTMENT OF PRICE AS SET FORTH IN THE CONTRACT ENTERED INTO BETWEEN US FOR THE SERVICE OF ELEVATOR EQUIPMENT:
THE FORMER PRICE OF 3,663.60 HAS BEEN ADJUSTED AS INDICATED BELOW BASED UPON THE CHANGES THAT HAVE OCCURRED IN THE ELEVATOR EXAMINERS' COST AND IN MATERIAL INDEX BETWEEN MAY, 2013 AND MAY, 2014. THE ADJUSTED PRICE BECOMES EFFECTIVE JULY 01, 2014 AND SHALL REMAIN IN EFFECT UNTIL JUNE 30, 2015 WHEN IT WILL BE SUBJECT TO ADJUSTMENT.
CLAUSE 1 - BASED ON CHANGES IN PRODUCER METALS AND METAL PRODUCTS COMMODITY INDEX:

(A)	(B)	(C)=B/A	(D)	(E)=C*D
FORMER INDEX	CURRENT INDEX	RATIO OF CHANGE	FORMER MATERIAL	CURRENT MATERIAL
212.6000	215.2000	101.22295	9.24	9.35

CLAUSE 2 - BASED ON CHANGES IN ELEVATOR EXAMINERS' HOURLY COST:

(A)	(B)	(C)=B/A	(D)	(E)=C*D
FORMER EXAMINERS' COST	CURRENT EXAMINERS' COST	RATIO OF CHANGE	FORMER LABOR	CURRENT LABOR
74.4284	76.8473	103.24997	3,654.36	3,773.13
				3,782.48 PER MO

LESS DISCOUNT AMOUNT OF YOUR NEW INVOICE AMT	363.12	3,419.36	NET AMOUNT/MO
		41,032.34	TOTAL

FOR ANY QUESTIONS CONCERNING THIS INVOICE, CONTACT OTIS AT: 1-610-366-8990
OR WRITE OTIS ELEVATOR 7355 WILLIAMS AVE STE 300 ALLENTOWN PA 18106
PAYMENT DUE UPON RECEIPT. PLEASE PAY PROMPTLY

WE CERTIFY THAT THE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 HEREOF.
OVERDUE PAYMENTS SHALL BEAR AN INTEREST CHARGE ON THE OVERDUE AMOUNT CALCULATED FROM THE PAYMENT DUE DATE OF THE INVOICE AT THE RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH OR THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW, WHICHEVER IS LESS.

Print Trip Report

Trip ID 4735

Booked By

Booked By Bakner, Paul
Email Paul-Bakner@esasd.net
Phone 570.588.4420 x.2104
Pager
Cellular

Booking Details

Trip Name Band Competition at Hunterdon Central High
Status Approved
Trip State Inactive
Created Date 6/30/2014 1:26:00 PM
Location ES High School-North
Organization Instrumental (N)
Trip Destination Hunterdon Central HS, Flemington, NJ
Trip Type Round Trip
Trip Package
Trip Departure Date Time 9/20/2014 9:00:00 AM
Driver Departure Time
Participant Drop Off Time
Destination Arrival Date Time
Driver Start Location
Participant Drop Off Location
Estimated Round Trip Mileage 0
Trip Return Date Time 9/20/2014 11:00:00 PM
Driver Return Time
Participant Pick Up Time
Destination Departure Date Time
Driver End Location
Participant Pick Up Location

Trip Contact

Name Bakner, Paul
Email Paul-Bakner@esasd.net
Phone 570.588.4420 x.2104
Pager
Cellular 610-462-9716

Attendees

Faculty Paul M. Bakner
Supervising Adults
Number of students 35
Number of adults 3
Totals Attendees 38
Cost per student \$0.00
Cost per adult \$0.00

Categorization

Budget Code
Budget Code Description
Recommended Min Age 0
Recommended Max Age 0
Educational Objective Only 1 bus needed for this trip.

Notes

Special Needs and/or Trip Requirements
Driving Directions

Required Services

Transportation Type School Bus

Print Trip Report

Trip ID 4737

Booked By

Booked By Bakner, Paul
Email Paul-Bakner@esasd.net
Phone 570.588.4420 x.2104
Pager
Cellular

Booking Details

Trip Name Band Competition at Owen J. Roberts High School
Status Approved
Trip State Inactive
Created Date 6/30/2014 1:32:00 PM
Location ES High School-North
Organization Instrumental (N)
Trip Destination Owen J. Roberts High School, 981 Ridge Rd,
Trip Type Round Trip
Trip Package
Trip Departure Date Time 10/4/2014 9:00:00 AM
Driver Departure Time
Participant Drop Off Time
Destination Arrival Date Time
Driver Start Location
Participant Drop Off Location
Estimated Round Trip Mileage 0
Trip Return Date Time 10/4/2014 11:00:00 PM
Driver Return Time
Participant Pick Up Time
Destination Departure Date Time
Driver End Location
Participant Pick Up Location

Trip Contact

Name Bakner, Paul
Email Paul-Bakner@esasd.net
Phone 570.588.4420 x.2104
Pager
Cellular 610-462-9716

Attendees

Faculty Paul M. Bakner
Supervising Adults
Number of students 35
Number of adults 3
Totals Attendees 38
Cost per student \$0.00
Cost per adult \$0.00

Categorization

Budget Code
Budget Code Description
Recommended Min Age 0
Educational Objective Away band competition
Recommended Max Age 0

Notes

Special Needs and/or Trip Requirements Only 1 bus needed for this trip.
Driving Directions

Required Services

Transportation Type School Bus

Print Trip Report

Trip ID 4738

Booked By

Booked By Bakner, Paul
Email Paul-Bakner@esasd.net
Phone 570.588.4420 x.2104
Pager
Cellular

Booking Details

Trip Name Blue Mountain & Nazareth Band Competitions
Status Approved
Trip State Inactive
Created Date 6/30/2014 1:38:00 PM
Location ES High School-North
Organization Instrumental (N)
Trip Destination Blue Mountain HS in Schuylkill Haven, PA and
Trip Type Round Trip
Trip Package
Trip Departure Date Time 10/11/2014 9:00:00 AM
Driver Departure Time
Participant Drop Off Time
Destination Arrival Date Time
Driver Start Location
Participant Drop Off Location
Estimated Round Trip Mileage 0
Trip Return Date Time 10/11/2014 11:00:00 PM
Driver Return Time
Participant Pick Up Time
Destination Departure Date Time
Driver End Location
Participant Pick Up Location

Trip Contact

Name Bakner, Paul
Email Paul-Bakner@esasd.net
Phone 570.588.4420 x.2104
Pager
Cellular 610-462-9716

Attendees

Faculty Paul M. Bakner
Supervising Adults
Number of students 35
Number of adults 3
Totals Attendees 38
Cost per student \$0.00
Cost per adult \$0.00

Categorization

Budget Code
Budget Code Description
Recommended Min Age 0
Recommended Max Age 0
Educational Objective Away band competitions (two in one day).

Notes

Special Needs and/or Trip Requirements Only 1 bus needed for this trip.
Driving Directions

Required Services

Transportation Type School Bus

Trip ID 4744

Booked By

Booked By Bakner, Paul
Email Paul-Bakner@esasd.net
Phone 570.588.4420 x.2104
Pager
Cellular

Booking Details

Trip Name Cavalcade Band Championships
Status Approved
Trip State Inactive
Created Date 6/30/2014 1:47:00 PM
Location ES High School-North
Organization Instrumental (N)
Trip Destination Hershey Stadium, Hersey, PA
Trip Type Round Trip
Trip Package
Trip Departure Date Time 11/9/2014 9:00:00 AM
Driver Departure Time
Participant Drop Off Time
Destination Arrival Date Time
Driver Start Location
Participant Drop Off Location
Estimated Round Trip Mileage 0
Trip Return Date Time 11/9/2014 11:00:00 PM
Driver Return Time
Participant Pick Up Time
Destination Departure Date Time
Driver End Location
Participant Pick Up Location

Trip Contact

Name Bakner, Paul
Email Paul-Bakner@esasd.net
Phone 570.588.4420 x.2104
Pager
Cellular 610-462-9716

Attendees

Faculty Paul M. Bakner
Supervising Adults
Number of students 35
Number of adults 3
Totals Attendees 38
Cost per student \$0.00
Cost per adult \$0.00

Categorization

Budget Code
Budget Code Description
Recommended Min Age 0
Recommended Max Age 0
Educational Objective Away band championship competition

Notes

Special Needs and/or Trip Requirements I plan to schedule a charter bus for this event. No school bus is needed.
Driving Directions

Required Services

Transportation Type Charter Bus

222

Trip ID 4745

Booked By

Booked By Bakner, Paul
Email Paul-Bakner@esasd.net
Phone 570.588.4420 x.2104
Pager
Cellular

Booking Details

Trip Name National Band Championships
Status Approved
Trip State Inactive
Created Date 6/30/2014 1:49:00 PM
Location ES High School-North
Organization Instrumental (N)
Trip Destination Met Life Stadium, East Rutherford, NJ
Trip Type Round Trip
Trip Package
Trip Departure Date Time 11/15/2014 6:00:00 AM
Driver Departure Time
Participant Drop Off Time
Destination Arrival Date Time
Driver Start Location
Participant Drop Off Location
Estimated Round Trip Mileage 0
Trip Return Date Time 11/15/2014 11:00:00 PM
Driver Return Time
Participant Pick Up Time
Destination Departure Date Time
Driver End Location
Participant Pick Up Location

Trip Contact

Name Bakner, Paul
Email Paul-Bakner@esasd.net
Phone 570.588.4420 x.2104
Pager
Cellular 610-462-9716

Attendees

Faculty Paul M. Bakner
Supervising Adults
Number of students 35
Number of adults 3
Totals Attendees 38
Cost per student \$0.00
Cost per adult \$0.00

Categorization

Budget Code
Budget Code Description
Recommended Min Age 0
Educational Objective Away band competition
Recommended Max Age 0

Notes

Special Needs and/or Trip Requirements I plan to schedule a charter bus for this trip. No school bus is needed for this trip.
Driving Directions

Required Services

Transportation Type Charter Bus

223

**AGREEMENT FOR PARTICIPATION IN CHILD NUTRITION
PROGRAMS BETWEEN SCHOOL DISTRICTS,
AREA VO-TECHS AND INTERMEDIATE UNITS**

An Intermediate Unit (IU) or Area Vocational-Technical School (AVTS) often has classes that are attended by children from several school districts. These classes may be offered in an IU/AVTS building (a building that is not a part of a school district) or in a building that is rented from a school district. The United States Department of Agriculture (USDA) has indicated they will permit school districts to sponsor Child Nutrition Programs in IU/AVTS buildings. It must be made very clear, however, as to who (the school district or the IU/AVTS) will assume the duties and responsibilities of the sponsor. This must be done via a written agreement between the school district and the IU/AVTS that defines the responsibilities of each party. Each party must keep a copy on file of the agreement.

The written agreement referred to above is not Form PDE-3086. Form PDE-3086 is a contract to sell or purchase meals and is used only when the IU/AVTS sells/purchases meals from another school.

Described below are examples of some of the situations that might occur between the school district and the IU/AVTS:

EXAMPLE 1 - Children from School District A, School District B and St. John's Parochial School attend IU/AVTS classes in an IU/AVTS building (a building that does not belong to School District A, School District B or St. John's). The IU/AVTS prepares meals and serves them in its cafeteria.

In the situation described above, the IU/AVTS is the sponsor. The IU/AVTS is responsible for: (1) Submitting to the PDE an Application and Policy Statement/Agreement; (2) Distributing Household Meal Benefit Applications for Free or Reduced Price Meals to the parents of children attending the IU/AVTS (children from School District A, School District B and St. John's); (3) Assigning an "Approving Official" to review and approve/deny Household Meal Benefit Applications for Free or Reduced Price Meals and a "Hearing Official" to establish and use a fair hearing procedure for appeals of the decision of the "Approving Official"; (4) Verifying the accuracy of a percentage of free and reduced price Household Meal Benefit Applications and maintaining records to document the results of verification; (5) Counting the number of paid, free and reduced price meals served to children at the point of service; (6) Ensuring meals claimed for reimbursement contain all of the required components of a reimbursable meal; (7) Submitting a monthly claim for reimbursement to the PDE; (8) Accepting fiscal responsibility for the program and returning to the PDE any amount not properly earned by the sponsor, as determined by a review or audit; and (9) Complying with all federal and state regulations governing the administration of the program(s). **EXCEPTION:** We will allow the IU/AVTS to obtain copies of approved Household Meal Benefit Applications from each of the home schools and allow each of the home schools to do verification. However, the IU/AVTS must maintain copies of all Household Meal Benefit Applications on file and must agree to be responsible for returning to the PDE any funds not properly earned should any Household Meal Benefit Applications be found, during an audit or review, to be incorrectly classified.

EXAMPLE 2 - Children from School District A, School District B and St. John's Parochial School attend IU classes in an IU/AVTS building. The IU/AVTS purchases meals from School District A and serves them in the IU's/AVTS's cafeteria. In this situation, either the IU/AVTS or School District A can be the sponsor.

If the IU/AVTS is the sponsor, it must do everything described above under Example 1. In addition, the IU/AVTS must enter into a contract (PDE-3086) to purchase meals from School District A and both the IU/AVTS and School District A must maintain a copy of PDE-3086 with their records.

If School District A acts as the sponsor, School District A is responsible for: (1) Submitting to the PDE an Application and Policy Statement/Agreement; (2) Distributing Household Meal Benefit Applications for Free or Reduced Price Meals to the parents of children attending the IU/AVTS (children from School District A, School District B and St. John's); (3) Assigning an "Approving Official" to review and approve/deny Household Meal Benefit Applications for Free or Reduced Price Meals and a "Hearing Official" to establish and use a fair hearing procedure for appeals of the decision of the "Approving Official"; (4) Verifying the accuracy of a percentage of free and reduced price Household Meal Benefit Applications and maintaining records to document the results of verification; (5) Counting the number of paid, free and reduced price meals served to children at the point of service; (6) Ensuring meals claimed for reimbursement contain all of the required components of a reimbursable meal; (7) Submitting a monthly claim for reimbursement to the PDE; (8) Accepting fiscal responsibility for the program and returning to the PDE any amount not properly earned by the sponsor, as determined by a review or audit; and (9) Complying with all federal and state regulations governing the administration of the program(s). **EXCEPTION:** We will allow School District A to obtain copies of approved Household Meal Benefit Applications from each of the home schools and allow each of the home schools to do verification. However, School District A must maintain copies of all Household Meal Benefit Applications on file and must agree to be responsible for returning to the PDE

any funds not properly earned should any Household Meal Benefit Applications be found, during an audit or review, to be incorrectly classified.

In addition, School District A must list the IU/AVTS as a site on the Site Information on CN PEARS. Form PDE-3086 is not needed. However, a written agreement must be entered into between School District A and the IU/AVTS in which School District A agrees to do everything described above and agrees to accept fiscal responsibility for the program(s).

EXAMPLE 3 - Children from School District A, School District B and St. John's Parochial School attend IU/AVTS classes in space rented from School District A. Both IU/AVTS children and school district (non-IU/AVTS) children are in the same building. The IU/AVTS children eat meals with the other children from School District A in School District A's cafeteria. In this situation, either the IU/AVTS or School District A can be the sponsor.

If the IU/AVTS is the sponsor, it must do everything described above under Example 1. Separate meal count records must be kept for the IU/AVTS children. In addition, the IU/AVTS must enter into a contract (PDE-3086) to purchase meals from School District A, and both the IU/AVTS and School District A must keep a copy of PDE-3086 with their records.

If School District A acts as the sponsor, then School District A is responsible for: (1) Submitting to the PDE an Application and Policy Statement/Agreement; (2) Distributing Household Meal Benefit Applications for Free or Reduced Price Meals to the parents of children attending the IU/AVTS (children from School District A, School District B and St. John's); (3) Assigning an "Approving Official" to review and approve/deny Household Meal Benefit Applications for Free or Reduced Price Meals and a "Hearing Official" to establish and use a fair hearing procedure for appeals of the decision of the "Approving Official"; (4) Verifying the accuracy of a percentage of free and reduced price Household Meal Benefit Applications and maintaining records to document the results of verification; (5) Counting the number of paid, free and reduced price meals served to children at the point of service; (6) Ensuring meals claimed for reimbursement contain all of the required components of a reimbursable meal; (7) Submitting a monthly claim for reimbursement to the PDE; (8) Accepting fiscal responsibility for the program and returning to the PDE any amount not properly earned by the sponsor, as determined by a review or audit; and (9) Complying with all federal and state regulations governing the administration of the program(s). **EXCEPTION:** We will allow School District A to obtain copies of approved Household Meal Benefit Applications from each of the home schools and allow each of the home schools to do verification. However, School District A must maintain copies of all Household Meal Benefit Applications on file and must agree to be responsible for returning to the PDE any funds not properly earned should any Household Meal Benefit Applications be found, during an audit or review, to be incorrectly classified.

It is not necessary for School District A to list the IU/AVTS on the Site Information on CN PEARS. Form PDE-3086 is not needed. However, a written agreement must be entered into between School District A and the IU/AVTS in which School District A agrees to do everything described above and agrees to accept fiscal responsibility for the program.

EXAMPLE 4 - Children from School District A, School District B and St. John's Parochial School attend IU/AVTS classes in a building rented from School District A. The IU/AVTS children are the only children in the building and eat meals in School District A's cafeteria.

In the situation described above, either the IU/AVTS or School District A can be the sponsor. If the IU/AVTS is the sponsor, it must do everything described above under Example 1. In addition, the IU/AVTS must either prepare the meals themselves or enter into a contract (PDE-3086) to purchase meals from School District A and submit a copy of PDE-3086 with its application to the PDE.

If School District A acts as the sponsor, School District A must do everything described above in Example 2. In addition, School District A must list the IU/AVTS on the Site Information on CN PEARS. Form PDE-3086 is not needed. However, a written agreement must be entered into between School District A and the IU/AVTS in which School District A agrees to do everything described above in Example 2 and agrees to accept fiscal responsibility for the program(s).

We hope that this helps to clarify what is sometimes a complex situation. Attached is a sample form to use as an Agreement for Participation in Child Nutrition Programs Between School Districts, AVTSs and IUs.

**AGREEMENT FOR PARTICIPATION
IN CHILD NUTRITION PROGRAMS BETWEEN SCHOOL DISTRICTS,
AREA VO-TECHS AND INTERMEDIATE UNITS**

SPONSOR'S NAME: Monroe Career & Technical Institute AGREEMENT NUMBER: 120452003

The Sponsor is the agency that plans to claim reimbursement under the National School Lunch Program, School Breakfast Program, Afterschool Snack Program and/or the Special Milk Program.

This Agreement, entered into this 21st day of July 2014, by and between Monroe Career & Technical Institute (hereinafter called "sponsor") and the East Stroudsburg Area School Dist. Agreement Number 120452003 (hereinafter called "school") is to provide students with services authorized by the National School Lunch Program, National School Breakfast Program, Afterschool Snack Program and/or the Special Milk Program under Traditional Menu Planning Option.

The term of this Agreement shall be limited to the period between July 1, 2014 and June 30, 2015.

NOW, THEREFORE, THE SPONSOR AGREES TO ACCEPT THE RESPONSIBILITIES LISTED HEREIN FOR THESE STUDENTS.

1. The sponsor agrees to submit to the Pennsylvania Department of Education an Application, Policy Statement/Agreement in regards to the above listed programs.
2. The Sponsor will (check which one applies):
 - A. Agree to distribute Household Meal Benefit Applications for Free or Reduced Price Meals/Snacks/Free Milk to the parents of students attending classes. The sponsor agrees to verify the accuracy of the appropriate percentage of Household Meal Benefit Applications for Free or Reduced Price Meals/Snacks/Free Milk and to maintain records to document the results of verification as required by federal regulations.
 - B. Agree to obtain copies of Household Meal Benefit Applications for Free or Reduced Price Meals/Snacks/ Free Milk from the home school and review to determine if the correct category of eligibility is indicated.
3. The sponsor agrees to designate an "Approving Official" to review and approve/deny Household Meal Benefit Applications for Free or Reduced Price Meals/Snacks/Milk. The sponsor will also designate a "Hearing Official" to establish and use a fair hearing procedure for appeals on the decision of the "Approving Official."
4. The sponsor agrees to count the number of paid, free and reduced price meals/snacks/ free milk served to these students at the point of service.
5. The sponsor agrees to ensure that meals/snacks claimed for reimbursement contain all of the foods required for a reimbursable meal.
6. The sponsor agrees to submit a monthly claim for reimbursement to the Department of Education in accordance with the appropriate federal regulations.
7. The sponsor agrees to accept fiscal responsibility for the program(s) and return to the Department of Education any amount not properly earned by the sponsor as determined by a review or audit.
8. The sponsor and the school agree to comply with all federal and state regulations governing the administration of the program(s).

(Braille, large print, audiotape, etc.), contact the USDA's TARGET Center at (202) 720-2600 (Voice or TDD). If you require information about this program, activity or facility in a language other than English, contact the USDA agency responsible for the program or activity, or any USDA office. To file a complaint alleging discrimination, write to *USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410* or call, toll free, (866) 632-9992 (Voice). TDD users can contact USDA through local relay or the Federal Relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice users). USDA is an equal opportunity provider and employer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, on the dates noted below.

Please sign in **BLUE** ink.

FOR THE SPONSOR BY: Monroe Career & Technical Institute DATE _____

Typed Name and Title: _____

FOR THE SCHOOL BY: East Stroudsburg Area School District DATE July 21, 2014

Typed Name and Title: _____

2/5

**AGREEMENT FOR PARTICIPATION IN CHILD NUTRITION
PROGRAMS BETWEEN SCHOOL DISTRICTS,
AREA VO-TECHS AND INTERMEDIATE UNITS**

An Intermediate Unit (IU) or Area Vocational-Technical School (AVTS) often has classes that are attended by children from several school districts. These classes may be offered in an IU/AVTS building (a building that is not a part of a school district) or in a building that is rented from a school district. The United States Department of Agriculture (USDA) has indicated they will permit school districts to sponsor Child Nutrition Programs in IU/AVTS buildings. It must be made very clear, however, as to who (the school district or the IU/AVTS) will assume the duties and responsibilities of the sponsor. This must be done via a written agreement between the school district and the IU/AVTS that defines the responsibilities of each party. Each party must keep a copy on file of the agreement.

The written agreement referred to above is not Form PDE-3086. Form PDE-3086 is a contract to sell or purchase meals and is used only when the IU/AVTS sells/purchases meals from another school.

Described below are examples of some of the situations that might occur between the school district and the IU/AVTS:

EXAMPLE 1 - Children from School District A, School District B and St. John's Parochial School attend IU/AVTS classes in an IU/AVTS building (a building that does not belong to School District A, School District B or St. John's). The IU/AVTS prepares meals and serves them in its cafeteria.

In the situation described above, the IU/AVTS is the sponsor. The IU/AVTS is responsible for: (1) Submitting to the PDE an Application and Policy Statement/Agreement; (2) Distributing Household Meal Benefit Applications for Free or Reduced Price Meals to the parents of children attending the IU/AVTS (children from School District A, School District B and St. John's); (3) Assigning an "Approving Official" to review and approve/deny Household Meal Benefit Applications for Free or Reduced Price Meals and a "Hearing Official" to establish and use a fair hearing procedure for appeals of the decision of the "Approving Official"; (4) Verifying the accuracy of a percentage of free and reduced price Household Meal Benefit Applications and maintaining records to document the results of verification; (5) Counting the number of paid, free and reduced price meals served to children at the point of service; (6) Ensuring meals claimed for reimbursement contain all of the required components of a reimbursable meal; (7) Submitting a monthly claim for reimbursement to the PDE; (8) Accepting fiscal responsibility for the program and returning to the PDE any amount not properly earned by the sponsor, as determined by a review or audit; and (9) Complying with all federal and state regulations governing the administration of the program(s). EXCEPTION: We will allow the IU/AVTS to obtain copies of approved Household Meal Benefit Applications from each of the home schools and allow each of the home schools to do verification. However, the IU/AVTS must maintain copies of all Household Meal Benefit Applications on file and must agree to be responsible for returning to the PDE any funds not properly earned should any Household Meal Benefit Applications be found, during an audit or review, to be incorrectly classified.

EXAMPLE 2 - Children from School District A, School District B and St. John's Parochial School attend IU classes in an IU/AVTS building. The IU/AVTS purchases meals from School District A and serves them in the IU's/AVTS's cafeteria. In this situation, either the IU/AVTS or School District A can be the sponsor.

If the IU/AVTS is the sponsor, it must do everything described above under Example 1. In addition, the IU/AVTS must enter into a contract (PDE-3086) to purchase meals from School District A and both the IU/AVTS and School District A must maintain a copy of PDE-3086 with their records.

If School District A acts as the sponsor, School District A is responsible for: (1) Submitting to the PDE an Application and Policy Statement/Agreement; (2) Distributing Household Meal Benefit Applications for Free or Reduced Price Meals to the parents of children attending the IU/AVTS (children from School District A, School District B and St. John's); (3) Assigning an "Approving Official" to review and approve/deny Household Meal Benefit Applications for Free or Reduced Price Meals and a "Hearing Official" to establish and use a fair hearing procedure for appeals of the decision of the "Approving Official"; (4) Verifying the accuracy of a percentage of free and reduced price Household Meal Benefit Applications and maintaining records to document the results of verification; (5) Counting the number of paid, free and reduced price meals served to children at the point of service; (6) Ensuring meals claimed for reimbursement contain all of the required components of a reimbursable meal; (7) Submitting a monthly claim for reimbursement to the PDE; (8) Accepting fiscal responsibility for the program and returning to the PDE any amount not properly earned by the sponsor, as determined by a review or audit; and (9) Complying with all federal and state regulations governing the administration of the program(s). EXCEPTION: We will allow School District A to obtain copies of approved Household Meal Benefit Applications from each of the home schools and allow each of the home schools to do verification. However, School District A must maintain copies of all Household Meal Benefit Applications on file and must agree to be responsible for returning to the PDE

any funds not properly earned should any Household Meal Benefit Applications be found, during an audit or review, to be incorrectly classified.

In addition, School District A must list the IU/AVTS as a site on the Site Information on CN PEARS. Form PDE-3086 is not needed. However, a written agreement must be entered into between School District A and the IU/AVTS in which School District A agrees to do everything described above and agrees to accept fiscal responsibility for the program(s).

EXAMPLE 3 - Children from School District A, School District B and St. John's Parochial School attend IU/AVTS classes in space rented from School District A. Both IU/AVTS children and school district (non-IU/AVTS) children are in the same building. The IU/AVTS children eat meals with the other children from School District A in School District A's cafeteria. In this situation, either the IU/AVTS or School District A can be the sponsor.

If the IU/AVTS is the sponsor, it must do everything described above under Example 1. Separate meal count records must be kept for the IU/AVTS children. In addition, the IU/AVTS must enter into a contract (PDE-3086) to purchase meals from School District A, and both the IU/AVTS and School District A must keep a copy of PDE-3086 with their records.

If School District A acts as the sponsor, then School District A is responsible for: (1) Submitting to the PDE an Application and Policy Statement/Agreement; (2) Distributing Household Meal Benefit Applications for Free or Reduced Price Meals to the parents of children attending the IU/AVTS (children from School District A, School District B and St. John's); (3) Assigning an "Approving Official" to review and approve/deny Household Meal Benefit Applications for Free or Reduced Price Meals and a "Hearing Official" to establish and use a fair hearing procedure for appeals of the decision of the "Approving Official"; (4) Verifying the accuracy of a percentage of free and reduced price Household Meal Benefit Applications and maintaining records to document the results of verification; (5) Counting the number of paid, free and reduced price meals served to children at the point of service; (6) Ensuring meals claimed for reimbursement contain all of the required components of a reimbursable meal; (7) Submitting a monthly claim for reimbursement to the PDE; (8) Accepting fiscal responsibility for the program and returning to the PDE any amount not properly earned by the sponsor, as determined by a review or audit; and (9) Complying with all federal and state regulations governing the administration of the program(s). **EXCEPTION:** We will allow School District A to obtain copies of approved Household Meal Benefit Applications from each of the home schools and allow each of the home schools to do verification. However, School District A must maintain copies of all Household Meal Benefit Applications on file and must agree to be responsible for returning to the PDE any funds not properly earned should any Household Meal Benefit Applications be found, during an audit or review, to be incorrectly classified.

It is not necessary for School District A to list the IU/AVTS on the Site Information on CN PEARS. Form PDE-3086 is not needed. However, a written agreement must be entered into between School District A and the IU/AVTS in which School District A agrees to do everything described above and agrees to accept fiscal responsibility for the program.

EXAMPLE 4 - Children from School District A, School District B and St. John's Parochial School attend IU/AVTS classes in a building rented from School District A. The IU/AVTS children are the only children in the building and eat meals in School District A's cafeteria.

In the situation described above, either the IU/AVTS or School District A can be the sponsor. If the IU/AVTS is the sponsor, it must do everything described above under Example 1. In addition, the IU/AVTS must either prepare the meals themselves or enter into a contract (PDE-3086) to purchase meals from School District A and submit a copy of PDE-3086 with its application to the PDE.

If School District A acts as the sponsor, School District A must do everything described above in Example 2. In addition, School District A must list the IU/AVTS on the Site Information on CN PEARS. Form PDE-3086 is not needed. However, a written agreement must be entered into between School District A and the IU/AVTS in which School District A agrees to do everything described above in Example 2 and agrees to accept fiscal responsibility for the program(s).

We hope that this helps to clarify what is sometimes a complex situation. Attached is a sample form to use as an Agreement for Participation in Child Nutrition Programs Between School Districts, AVTSs and IUs.

**AGREEMENT FOR PARTICIPATION
IN CHILD NUTRITION PROGRAMS BETWEEN SCHOOL DISTRICTS,
AREA VO-TECHS AND INTERMEDIATE UNITS**

SPONSOR'S NAME: PA Treatment & Healing AGREEMENT NUMBER: 120452003

The Sponsor is the agency that plans to claim reimbursement under the National School Lunch Program, School Breakfast Program, Afterschool Snack Program and/or the Special Milk Program.

This Agreement, entered into this 21st day of July 2014, by and between PA Treatment & Healing (hereinafter called "sponsor") and the East Stroudsburg Area School Dist. Agreement Number 120452003 (hereinafter called "school") is to provide students with services authorized by the National School Lunch Program, National School Breakfast Program, Afterschool Snack Program and/or the Special Milk Program under Traditional Menu Planning Option.

The term of this Agreement shall be limited to the period between July 1, 2014 and June 30, 2015.

NOW, THEREFORE, THE SPONSOR AGREES TO ACCEPT THE RESPONSIBILITIES LISTED HEREIN FOR THESE STUDENTS.

1. The sponsor agrees to submit to the Pennsylvania Department of Education an Application, Policy Statement/Agreement in regards to the above listed programs.
2. The Sponsor will (check which one applies):
 - A. Agree to distribute Household Meal Benefit Applications for Free or Reduced Price Meals/Snacks/Free Milk to the parents of students attending classes. The sponsor agrees to verify the accuracy of the appropriate percentage of Household Meal Benefit Applications for Free or Reduced Price Meals/Snacks/Free Milk and to maintain records to document the results of verification as required by federal regulations.
 - B. Agree to obtain copies of Household Meal Benefit Applications for Free or Reduced Price Meals/Snacks/ Free Milk from the home school and review to determine if the correct category of eligibility is indicated.
3. The sponsor agrees to designate an "Approving Official" to review and approve/deny Household Meal Benefit Applications for Free or Reduced Price Meals/Snacks/Milk. The sponsor will also designate a "Hearing Official" to establish and use a fair hearing procedure for appeals on the decision of the "Approving Official."
4. The sponsor agrees to count the number of paid, free and reduced price meals/snacks/ free milk served to these students at the point of service.
5. The sponsor agrees to ensure that meals/snacks claimed for reimbursement contain all of the foods required for a reimbursable meal.
6. The sponsor agrees to submit a monthly claim for reimbursement to the Department of Education in accordance with the appropriate federal regulations.
7. The sponsor agrees to accept fiscal responsibility for the program(s) and return to the Department of Education any amount not properly earned by the sponsor as determined by a review or audit.
8. The sponsor and the school agree to comply with all federal and state regulations governing the administration of the program(s).

(Braille, large print, audiotape, etc.), contact the USDA's TARGET Center at (202) 720-2600 (Voice or TDD). If you require information about this program, activity or facility in a language other than English, contact the USDA agency responsible for the program or activity, or any USDA office. To file a complaint alleging discrimination, write to *USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410* or call, toll free, (866) 632-9992 (Voice). TDD users can contact USDA through local relay or the Federal Relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice users). USDA is an equal opportunity provider and employer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, on the dates noted below.

Please sign in **BLUE** ink.

FOR THE SPONSOR BY: PA Treatment & Healing DATE _____

Typed Name and Title: _____

FOR THE SCHOOL BY: East Stroudsburg Area School District DATE July 21, 2014

Typed Name and Title: _____


EAST STROUDSBURG AREA SCHOOL DISTRICT

REQUEST TO ESTABLISH A STUDENT ACTIVITY

- 1. NAME OF ORGANIZATION: ESHS South Class of 2018
- 2. PURPOSE OR OBJECTIVE: (Briefly describe why this organization is being formed.)
To raise funds for the benefit of the class of 2018; Including prom and graduation.
- 3. BENEFIT: (Briefly describe how the students/district will benefit from the establishment of this organization.)
Funds will keep down the cost of prom tickets and allow for graduation gifts for seniors.
- 4. LEADERSHIP: (Briefly describe how this activity will be organized, how it will be run and whether the officers will be elected or appointed.) Officers have been elected at JTL, the advisors are Mrs. Karen Kirschner and Mrs. Anna Nicoletta
- 5. FUND RAISING:
 - a. Will this organization raise funds? Yes No
 - b. If "yes", briefly describe typical fund-raising activities and who will be involved.
Fund raisers will include car washes, sales of spirit wear, class sponsored trip, tag days and other activities that the students think of that are school appropriate
- 6. USE OF FUNDS: (Briefly describe how these funds will be used to benefit the students or the district.)
The funds will be used to help pay for prom and senior activities and graduation gifts
- 7. FINANCIAL DEPENDENCE:
 - a. Will this organization require any financial assistance or facilities and equipment to be provided by the General Fund? Yes No
 - b. If "yes", briefly describe the assistance needed and whether it is a continuing, year-to-year need.
The Class of 2018 will at times need to use the school facilities and/or equipment to conduct our fund raisers.
- 8. FINANCIAL RESPONSIBILITY: (Briefly describe who will be responsible for these funds and how fund-raising, expenditure and/or transfer decisions will be made)
The class has elected a treasurer who will be overseen by the two advisors. The class will make the decisions at their meetings to be held at HS South

Date Submitted: 6/17/14

Submitted by: Anna Nicoletta and Karen Kirschner

Signature: 

Principal: 

EAST STROUDSBURG AREA SCHOOL DISTRICT

SECTION: PROGRAMS
 TITLE: ON-LINE COURSES
 THE EAST STROUDSBURG AREA
 SCHOOL DISTRICT EAST
 STROUDSBURG AREA CYBER
 ACADEMY
 ADOPTED: AUGUST 21, 2006
 REVISED: September 15, 2008
 March 16, 2009
 June 20, 2011
 December 17, 2012
 October 21, 2013
 July 21, 2014

118.1. ON-LINE COURSES	
1. Purpose	The Board acknowledges that information technology can increase the quantity of educational opportunities for students, and that instances may arise whereby students may need to take on-line coursework. The Board is committed to providing on-line courses for students in selected situations as stated in this policy.
2. Definitions	<p>The School District shall offer on-line courses subject to the terms, conditions and limitations contained in this Policy.</p> <p>The following terms, when set forth in this Policy shall have the meaning set forth in the following definitions¹ unless the context clearly indicates otherwise:</p> <ul style="list-style-type: none"> a. "Applicable Law" means any applicable federal or state statute, regulation or standard and any applicable local law or ordinance. b. "Facilitators" means <u>Board approved PA certified teachers, with School District staff given priority over non-School District staff.</u> c. "Including" and "Includes" mean inclusive of but not limited to and/or by way of example and not limitation. d. "Parent" or "Parental" means the Parent or legal guardian of the student or the resident with whom the child is residing if the child has been enrolled in accordance with the affidavit procedure of Section 1302 of the School Code, or any other adult standing in the position of a Parent or guardian if the Parents or guardian are otherwise not available. e. "School District" means the East Stroudsburg Area School District. f. "Superintendent" means, as applicable, the Superintendent of Schools of the School District, any acting Superintendent, any Interim Superintendent, or the designee of any of them. g. "East Stroudsburg Area Cyber Academy" means online courses created and operated by the East Stroudsburg Area School District in accordance with this policy.

¹ The terms from the Definition section are provided in initial capital letters throughout this Policy.

ON-LINE COURSES - Pg. 2

3. Authority	The Board authorizes the development and/or purchase of School District operated and maintained on-line coursework.
4. Delegation of Responsibility	The Superintendent or designee shall: <ul style="list-style-type: none">a. Be responsible for the implementation of the on-line courses and East Stroudsburg Area Cyber Academy offered by the School District in accordance with the terms, conditions and limitations contained in this Policy;b. Ensure that the on-line courses and East Stroudsburg Area Cyber Academy are in compliance with Applicable Law; andc. Ensure that written administrative regulations or protocols, including required forms, are developed and adhered to in order to guide the day-to-day delivery of on-line courses and the East Stroudsburg Area Cyber Academy.
5. Guidelines	<p><u>On-line and Course Facilitators.</u> Instruction shall be provided by Facilitators who shall be subject to: (i) the following terms and conditions; (ii) other applicable Policies of the School District; and (iii) any applicable collective bargaining agreement or administrative compensation plan:</p> <ul style="list-style-type: none">a. <u>Certification.</u> Facilitators shall be certified in accordance with Applicable Law.b. <u>Training.</u> Facilitators shall undergo School District provided training prior to beginning instructional duties.c. <u>Supervision.</u> Facilitators shall be supervised by the East Stroudsburg Area Cyber Academy Administrator and follow the same requirements as provided for schedule B employees.d. <u>Compensation.</u><ul style="list-style-type: none">i. <u>Course Development.</u> Compensation for developing on-line courses shall be at the Board approved curriculum rate for a total of hours not to exceed three (3) times the amount of student hours required to complete the course. Whenever possible, the School District shall develop its own on-line courses; but when School District courses are unavailable, the School District may purchase on-line courses that meet appropriate state and/or federal standards and are compatible with approved School District curricular offerings.ii. <u>Facilitators.</u> Compensation for on-line coursework Facilitators shall be at the Board approved curriculum rate.e. <u>Copyright.</u> All materials developed for and used by the East Stroudsburg Area Cyber Academy. Facilitators must comply with all copyright laws and agreements, including without limitation, the Copyright Law, the Digital Millennium Copyright Act, the School District's Copyright Policy, the

School District's Copyright Guidelines Handbook, the East Stroudsburg Area Cyber Academy Copyright Administrative Regulation #118.1, and, if applicable, the relevant executed licenses.

- f. Right of First Refusal. A School District bargaining unit member will have the right of first refusal before the School District employees an instructor or vendor outside the bargaining unit for virtual/on-line courses.

On-line Course and East Stroudsburg Area Cyber Academy Enrollment. Except as otherwise provided in this Policy, enrollment in either an on-line course or the East Stroudsburg Area Cyber Academy shall be subject to the following terms, conditions and limitations:

- a. Signed Consent Form. A student may be enrolled in an on-line course or the East Stroudsburg Area Cyber Academy only if the student's Parent and the student have signed a written consent in a form developed by and satisfactory to the School District. In the case of an emancipated minor, said consent form shall be sufficient if signed only by the student.
- b. Parental and Student Responsibilities. Parents and students must sign an agreement to uphold the following responsibilities. If this agreement is breached, a meeting with Parents, student, and East Stroudsburg Area Cyber Academy Administrator must take place to decide if the student will remain in the East Stroudsburg Area Cyber Academy course(s). The student and his/her Parent(s), as applicable, shall have the following responsibilities:
 - i. Must provide for the duration of the course or enrollment in the East Stroudsburg Area Cyber Academy necessary computer hardware, software and on-line connectivity, or contact the School District Administration requesting that the administrators review and consider whether the student qualifies for the School District to loan the hardware or software, or pay a stipend for internet connectivity;
 - ii. Compliance with all Applicable Law and/or the policies of the School District, Including the Code of Student Conduct and the Acceptable Use of the Computers, Network, Internet, Electronic Communications and Information Systems Policy #815, and Data Breach Notification Policy #830 and Administrative Regulation 830-AR.
 - iii. Compliance with all course requirements, including course and test requirements established by vendors of commercially prepared courses in which the student is enrolled.

Limitations on Offerings, Enrollment and Withdrawals.

- a. The School District shall have total discretion to determine for any semester or school year: (i) the grade levels for which on-line courses will be offered; (ii)

the number of on-line courses offered; and (iii) which on-line courses are offered.

- b. On-line courses shall be as per the prerequisite recommendations for courses as listed in the applicable program of studies. The listing of an on-line course in the program of studies or other publication(s) of the School District shall not guarantee that the course will be offered in any semester or school year.
- c. The number of on-line courses in which a student is permitted to enroll shall be determined by the East Stroudsburg Area Cyber Academy Administrator.
 - i. Starting in 9th grade, students may take one on-line course per semester as long as it is not a core graduation requirement; it is not offered in the brick and mortar school, and it does not take the place of the 8.2 yearly credit earned.
 - ii. In order to take an enrichment course, the student must have an overall GPA of 3.0 and demonstrate proficiency in the skill area needed for the requested on-line course. Admission into this enrichment course needs the approval of the applicable department chairperson, guidance counselor, and building principal.
 - iii. Seniors who have completed all of their graduation requirements may take a maximum of two School District on-line courses per semester.
 - iv. Once a student has attended four years of high school, the number of on-line courses a student may take will be determined by the guidance counselor and the building principal.
- d. The East Stroudsburg Area Cyber Academy Administrator shall determine if an on-line course will be offered, taking into consideration the number of participants enrolled.
- e. If a course is offered in the school building which the students attend, the student must take the conventional classroom course at his/her school. However, in the case of a course conflict, the school will work with the student to make appropriate accommodations, when possible, to resolve the conflict through traditional scheduling methods.
- f. If a course is offered at a School District building that the student does not attend, the student's building principal may pursue the possibility of video conferences for the course in question.
- g. If a course is not available at the student's school and video conferencing cannot be accomplished, a student can pursue the course on-line if: (a) the required Parental consent is provided to the School District; (b) the course is being offered on-line; (c) the student is recommended for the on-line course by the applicable department chairperson, guidance counselor, and, when appropriate, the teacher; and (d) the student's building principal approves after taking into consideration the recommendations, the student's achievement

record, the appropriateness of the course, and other relevant criteria.

- h. No student may enroll in any on-line course or in the East Stroudsburg Area Cyber Academy offered by the School District if the student does not have the necessary hardware, software and internet connectivity to permit the student to participate fully. The student's Parent(s) are expected to provide the necessary hardware, software, and internet connectivity, however, the School District administration is granted the authority to, at its discretion, loan School District hardware, and/or software, and/or pay a stipend for internet connectivity based on the availability and the need of the student. The School District administration at its discretion may consult with the East Stroudsburg Area Cyber Academy administrator for assistance in making this determination.
- i. Withdrawal from On-line Courses.
 - i. To withdraw from an on-line course developed by the School District, the student shall comply with the School District's withdrawal policy.
 - ii. To withdraw from a commercially developed course that the School District obtained from a vendor, the student shall also comply with the withdrawal policy of the vendor.
 - iii. Notwithstanding anything in this or any other Policy to the contrary, no student may withdraw from an on-line course unless the student obtains the prior approval of the building principal and East Stroudsburg Area Cyber Academy Administrator.

Credits, Grading, Testing and Class Rank.

- a. Credit earned for School District approved on-line courses shall be counted for purposes of class rank, GPA, or honor roll only if facilitated and assessed by a School District employee.
- b. Major or culminating course assessment and, when applicable, major examinations, including the mid-term and final, must be taken in the East Stroudsburg Area Cyber Academy setting and proctored by the Facilitator of the on-line course. All such assessments and examinations shall take place after school hours and must begin no more than thirty (30) minutes after dismissal.
- c. Grading for commercially developed courses shall be at the discretion of the course vendor when so required, and students should be aware of the course's grading policy and requirements prior to enrolling in the course. The School District shall not intervene or counter grades received for commercially developed courses, unless such is permitted and appropriate, but the School District reserves the right to review student work and examine methods of assessment. Credit earned shall not be counted for purposes of class rank, GPA or honor roll.

IEP's and GIEP's. Nothing in this Policy shall be construed in a way that is in violation of any Applicable Law or in violation of what may be contained in any IEP or GIEP that is developed in accordance with the law.

On-line Homebound Instruction. The provisions of this Policy shall apply to students on homebound instruction. In addition, the following additional terms, conditions and limitations shall be applicable to on-line courses available to students receiving homebound instruction.

- a. At the request of the homebound instructor, and with the approval of the building principal, on-line courses may be used to supplement homebound instruction.
- b. The cumulative instructional time allotted for instruction/facilitation for each homebound student shall be limited to the amount of time determined on the Homebound Instruction Request form.
- c. The School District may offer on-line courses to students, upon such terms and conditions that the School District shall determine, to students who have been expelled or placed on disciplinary homebound instruction.
- d. Major or culminated course assessment and, when applicable, major examinations, including the mid-term and final, shall be proctored by the homebound instructor.

Remedial Summer School. The provisions of this Policy shall apply to summer school courses offered on-line. In addition, the following additional terms, conditions and limitations shall be applicable to on-line summer school courses.

- a. The School District's summer school policies and procedures shall apply to the extent that they are not inconsistent with this Policy.
- b. Students are required to pay the full cost of tuition for on-line summer school courses.
- c. Students will not be allowed to accrue summer school credits for purposes of early graduation.
- d. Major or culminating course assessments and, when applicable, major examinations, including the mid-term and final, shall be proctored by the Facilitator of the on-line course.

On-line summer school remediation courses shall count towards class rank and GPA.

East Stroudsburg Area School District East Stroudsburg Area Cyber Academy. All provisions of this Policy shall apply to the East Stroudsburg Area Cyber Academy. In addition, the following terms, conditions and limitations apply to the East Stroudsburg Area Cyber Academy:

ON-LINE COURSES - Pg. 7

- a. The Superintendent or designee shall establish a District East Stroudsburg Area Cyber Academy, Including the development of all necessary written rules and regulations, in which School District students may enroll subject to the terms, conditions and limitations of this Policy.
- b. Only School District students enrolled in grades 7 to 12 are eligible to enroll in the East Stroudsburg Area Cyber Academy.
- c. Students who enroll in the East Stroudsburg Area Cyber Academy:
 - i. May graduate from the School District only if they fulfill all graduation requirements of the School District;
 - ii. Shall fulfill their academic requirements exclusively within the East Stroudsburg Area Cyber Academy;
 - iii. Shall comply with all applicable School District policies, Including participating in on-line learning for 990 hours per academic year, or 27.5 hours per week;
 - iv. Shall be eligible to participate in extracurricular activities, interscholastic athletics, and vocational-technical education;
 - v. Shall be provided transportation for extracurricular activities, interscholastic athletics and vocation-technical education to and from the same locations established for students attending the traditional high school; and
 - vi. Shall have their GPA ranked with their cohort class and be eligible for any awards, scholarships or privileges based on GPA ranking.

Nothing in this Policy shall be construed in a way that is inconsistent with any Applicable Law or with the governing documents of any applicable governing organization, Including the Pennsylvania Interscholastic Athletic Association ("PIAA").

EAST STROUDSBURG AREA SCHOOL DISTRICT

SECTION: PUPILS

TITLE: ATTENDANCE

ADOPTED: August 19, 2002

REVISED: June 27, 2005
August 21, 2006
November 20, 2006
October 15, 2007
July 21, 2014

204. ATTENDANCE

1. Purpose
SC 1301, 1326
1327
Title 22
Sec. 11.12, 11.13,
11.41, 12.1

The Board of Education requires that school-aged students enrolled in the schools of this district attend school regularly, in accordance with the laws of the state. The educational program offered by this district is predicated upon the presence of the student and requires continuity of instruction and classroom participation.

Philosophy

To be successful in today's society, a person needs to be educated. Attendance at school is a prerequisite to a successful education. Class attendance has a stronger impact on the student's academic progress than any other factor. Therefore, the district encourages all students to remain in school until graduation and urges students and parents/guardians to dedicate themselves to ensuring that students attend school.

2. Authority
SC 1301, 1302,
1327, 1329
Title 22
Sec. 11.8, 11.21,
11.22, 11.23, 11.28
Pol. 115, 117, 118
SC 1546

The School Code requires student attendance from the time the child's parents/guardians elect to have the child enter school, which shall not be later than eight (8) years of age, until age seventeen (17). The district accepts the responsibility for enforcing the School Code and encouraging student attendance. Therefore, the district will develop procedures to encourage regular attendance and to prosecute violations to the compulsory attendance laws.

3. Definitions

Absence – The nonattendance of a student on any day(s) and/or partial-day(s) school is in session.

Compulsory School Age – The period of a child's life from the time the child enters school, which may be no later than at the age of 8 years, until the age of 17 years or graduation from a high school, whichever occurs first.

- Title 22
Sec. 11.13

Truancy – The failure of a child of compulsory school age to attend school as required by law, excluding excused absences.

204. ATTENDANCE - Pg. 2

Title 22 Sec.11.23	Excused Absence – The Board of Education considers the following urgent reasons to constitute reasonable cause for excusal from school attendance:
Title 22 Sec. 11.26	<ol style="list-style-type: none">1. Illness of student.2. Quarantine of student.3. Recovery from accident by student.4. Required court attendance of student.5. Death in the student’s family, limited to five (5) days per occurrence.6. Impassable/hazardous roads.7. Weather so inclement as to endanger the health of the student.8. Excused pursuant to a farm or domestic service emergency permit.9. To receive professional health care or therapy services rendered by Commonwealth licensed practitioners that are otherwise impractical or impossible to receive outside of school hours upon receipt of satisfactory evidence of such need.
SC1546	<ol style="list-style-type: none">10. Pre-approved educational trips or tours in accordance with Policy 204.2.11. Pre-approved college visits, for students in Grade 11 and 12, limited to five (5) days per year, upon receipt of satisfactory evidence of such visit.12. Suspensions from school.13. All absences occasioned by the observance of the student's religion on a day approved by the Board as a religious holiday shall be excused when requested. No student so excused shall be deprived of an award or eligibility to compete for an award or the opportunity to make up a test or any other schoolwork given on that day.14. Religious instruction for a maximum of thirty-six (36) hours per year when requested in writing by the parents/guardians.15. Participation in school sponsored activities.

204. ATTENDANCE - Pg. 3

SC 1329 Title 22 Sec. 11.41	16. The Board of Education shall permit a student to be excused for participation in a project sponsored by a statewide or countywide 4-H, FFA or combined 4-H and FFA group upon written request prior to the event.
Title 22 Sec. 11.21 Pol. 204.2	17. Exceptionally urgent reasons such as affect the student, but which ordinarily would not include work at home.
SC 1329	<p>Excuses</p> <p>The school district must receive a written excuse signed by a parent/guardian for any absence(s) within three (3) school days of one's return to school. The principal or designee will review the excuse to determine whether or not the absence is excused. If an excuse is not received within three (3) days, the absence will be recorded as unexcused and, when appropriate, unlawful. All unexcused absences shall be recorded as unlawful for students of compulsory school age.</p> <p>Students violating this policy shall be subject to disciplinary consequences as outlined in the Code of Student Conduct and parents/students may be further subject to any penalties prescribed by law.</p> <p>The Board may excuse the following students from the requirements of attendance for other than temporary reasons at schools of the school district:</p> <ol style="list-style-type: none">1. On certification by a physician or submission of other satisfactory evidence and on approval of the Department of Education, children who are unable to attend school or apply themselves to study for mental, physical or other reasons that preclude regular attendance.2. Students enrolled in nonpublic or private schools in which the subjects and activities prescribed by law are taught, except that such students and students attending college who are also enrolled part-time in the schools of the school district shall be counted as being in attendance in this school district.3. Students fifteen (15) or sixteen (16) years of age whose enrollment in private trade or business school has been approved.4. Students fifteen (15) years of age, and fourteen (14) years of age who have completed sixth grade, who are engaged in farm work or private domestic service under duly issued permits.5. Students sixteen (16) years of age regularly employed during the school session and holding a lawfully issued employment certificate.6. Students receiving private instruction from a properly qualified tutor.
Title 22 Sec. 11.21	

<p>SC 1546 Title 22 Sec. 11.21</p>	<p>7. Children unable to attend school on the recommendation of the school physician and the school psychologist or a psychiatrist and approval by the Secretary of Education.</p> <p>8. Students enrolled in special schools conducted by an Intermediate Unit or the Department of Education.</p> <p>Student absences due to employment are subject to the rules governing such absence as prescribed by the Child Labor Laws and the Pennsylvania Department of Education. In order for an eligible student to be released from attending school for reasons of full-time employment, s/he must show proof of having acquired a job of not less than thirty-five (35) hours per week.</p> <p>The Superintendent or designee shall develop administrative regulations to enforce this policy and all applicable laws governing student attendance.</p> <p>References:</p> <p>School Code—24 P.S. Sec. 1301, 1302, 1326, 1327, 1329, 1546</p> <p>State Board of Education Regulations – 22 PA Code Sec. 11.12, 11.13, 11.41, 11.8, 11.21, 11.22, 11.23, 11.28, 11.41, 12.1</p> <p>Board Policies—115, 117, 118, 204.2</p>
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TO: Secretary, Board of School Directors
Executive Directors, Intermediate Units
Directors, Vocational-Technical Schools
Other PSBA Member Entities

FROM: Nathan G. Mains
Executive Director

SUBJECT: Appointment of Voting Delegates for the
PSBA Delegate Assembly Meeting

DATE: June 27, 2014

The governing body board of your school entity is entitled to appoint voting delegates to participate in the PSBA Delegate Assembly to be held on Tuesday, October 21, 2014. It is important that your school board act soon to appoint its delegate or delegates, and to notify PSBA of the appointment(s).

Voting members of the Delegate Assembly will:

1. Consider and act upon proposed changes to the PSBA Bylaws.
2. Receive reports from the PSBA president, executive director, and treasurer.
3. Receive the results of the election for officers and at-large representatives. (*Voting upon candidates by school boards and electronic submittal of each board's votes will occur during the month of September 2014*).
4. Consider proposals recommended by the PSBA Platform Committee and adopt the legislative platform for the coming year.
5. Conduct other Association business as required or permitted in the Bylaws, policies, or a duly adopted order of business.

The 2014 Delegate Assembly will meet on Tuesday, October 21. This occurs prior to the regularly scheduled events of the main PASA-PSBA School Leadership Conference.

Voting delegates are not required to pay a registration fee in order to participate in the Delegate Assembly. Members who are not delegates are welcome to observe. Voting delegates that wish to attend other components of the PASA-PSBA School Leadership Conference will need to register separately for the conference subject to normally applicable fees.

PSBA 2014 DELEGATE ASSEMBLY

CERTIFICATION OF VOTING DELEGATES

The PSBA Bylaws authorize school districts of the **second class** to appoint **three voting delegates** to the 2014 Delegate Assembly, to be appointed from among the members of the school district's board of school directors. This year's meeting of the Assembly will be held on Tuesday, October 21, 2014, the day prior to the opening session of the PASA-PSBA School Leadership Conference.

Board Secretaries are requested to complete this certification form and return it to PSBA no later than July 31, 2014. Please send to the attention of Christina Griffiths, Pennsylvania School Boards Association, by mail at 400 Bent Creek Blvd., Mechanicsburg, PA 17050, by fax at (717) 506-4716, or via email at christina.griffiths@psba.org.

PLEASE PRINT ALL INFORMATION

Name of school district _____

Please check one:

____ Our district **does NOT** intend to appoint Voting Delegates.

____ I certify that the following school directors have been duly appointed as our Voting Delegates (no person may serve as the delegate of more than one school entity):

1. Name of Voting Delegate _____

Preferred mailing address of delegate: Street _____

City _____ State _____ Zip _____

2. Name of Voting Delegate _____

Preferred mailing address of delegate: Street _____

City _____ State _____ Zip _____

3. Name of Voting Delegate _____

Preferred mailing address of delegate: Street _____

City _____ State _____ Zip _____

Name of board secretary _____

Signature of board secretary _____

Telephone & email of board secretary _____

Date: _____



TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Pricing and Acceptance

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

Site Address:
 JM Hill Elementary
 151 East Broad Street
 EAST STROUDSBURG, PA 18301

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Term

The initial term of this Service Agreement is 3 years, beginning **July 01, 2014** and expiring **June 30, 2017**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below. Following expiration of the initial term on June 30, 2017, this Agreement shall renew automatically for successive periods of 1 year until terminated as provided herein.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3
Annual Due Date	July 1, 2014	July 1, 2015	July 1, 2016
Annual Payment <i>plus applicable tax</i>	\$3,621.27	\$3,784.00	\$3,954.00
Quarterly Payment <i>plus tax Reflects 2.5% finance charge</i>	\$927.95	\$969.65	\$1,013.21
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance
Prepayment Due* <i>plus applicable tax</i>	\$3,512.63	\$7,094.25	\$10,700.43
Prepayment Discount Savings **	\$108.64	\$311.02	\$658.84

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

Submitted By: Sterling Colborn	Cell: Office: (570) 654-0865 Proposal Date: May 6, 2014
_____	_____
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Title
Title	Signature Date
Purchase Order	License Number:
Acceptance Date	

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TRANE SCHEDULED SERVICE AGREEMENT

Pricing and Acceptance

Jim Shearouse
 Maintenance
 East Stroudsburg Area School Distr
 50 Vine Street
 PO Box 298
 EAST STROUDSBURG, PA 18301 U.S.A.

Site Address:
 Middle Smithfield Elementary
 5180 Milford Road
 EAST STROUDSBURG, PA 18301
 United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3
Annual Due Date	July 1, 2013	July 1, 2014	July 1, 2015
Annual Payment <i>plus applicable tax</i>	\$2,583.00	\$2,751.00	\$2,930.00
Quarterly Payment <i>plus tax Reflects 2.5% finance charge</i>	\$ 661.90	\$ 704.95	\$ 750.81
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance
Prepayment Due* <i>plus applicable tax</i>	\$ 2,505.51	\$ 5,109.97	\$ 7,784.69
Prepayment Discount Savings**	\$77.49	\$224.03	\$479.31

Term

The initial term of this Service Agreement is 3 years, beginning July 01, 2013. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

Submitted By: Sterling Colborn	Cell: Office: (570) 654-0865 Proposal Date: May 28, 2013
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
<i>James F. Shearouse</i> Authorized Representative	Trane U.S. Inc. Authorized Representative
Printed Name JAMES F. SHEAROUSE	Title
Title DIRECTOR OF MAINTENANCE	Signature Date
Purchase Order	License Number:
Acceptance Date 5/29/13	



TRANE SCHEDULED SERVICE AGREEMENT

Pricing and Acceptance

Jim Shearouse
 Maintenance
 East Stroudsburg Area School Distr
 50 Vine Street
 PO Box 298
 EAST STROUDSBURG, PA 18301 U.S.A.

Site Address:
 Smithfield Elementary
 245 River Road
 EAST STROUDSBURG, PA 18301
 United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3
Annual Due Date	July 1, 2013	July 1, 2014	July 1, 2015
Annual Payment <i>plus applicable tax</i>	\$2,583.00	\$2,751.00	\$ 2,930.00
Quarterly Payment <i>plus tax Reflects 2.5% finance charge</i>	\$661.90	\$704.95	\$750.81
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance
Prepayment Due* <i>plus applicable tax</i>	-\$2,605.51	\$5,109.97	\$7,784.69
Prepayment Discount Savings**	\$77.49	\$224.03	\$479.31

Term

The initial term of this Service Agreement is 3 years, beginning July 01, 2013. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

Submitted By: Sterling Colborn

Office: (570) 654-0865
 Proposal Date: May 10, 2013

CUSTOMER ACCEPTANCE

TRANE ACCEPTANCE
 Trane U.S. Inc.

James F. Shearouse

 Authorized Representative

 Authorized Representative

Printed Name
 JAMES F. SHEAROUSE

Title

Title DIRECTOR OF MAINTENANCE

Purchase Order

Signature Date

Acceptance Date 5/29/13

License Number:



TRANE
Building Solutions

TRANE SCHEDULED SERVICE AGREEMENT

Pricing and Acceptance

Jim Shearouse
 Maintenance
 East Stroudsburg Area School Distr
 50 Vine Street
 PO Box 298
 EAST STROUDSBURG, PA 18301 U.S.A.

Site Address:
 East Stroudsburg High School South
 279 North Courtland Street
 EAST STROUDSBURG, PA 18301
 United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee


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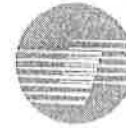
	Year 1	Year 2	Year 3
Annual Due Date	July 1, 2013	July 1, 2014	July 1, 2015
Annual Payment <i>plus applicable tax</i>	\$ 5,165.00	\$5,501.00	\$5,859.00
Quarterly Payment <i>plus tax Reflects 2.5% finance charge</i>	\$1,323.53	\$1,409.63	\$1,501.37
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance
Prepayment Due* <i>plus applicable tax</i>	\$5,010.05	\$10,218.03	\$15,566.55
Prepayment Discount Savings**	\$154.95	\$447.97	\$958.45

Term

The initial term of this Service Agreement is 3 years, beginning July 01, 2013. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

Submitted By: Sterling Colhorn		Office: (570) 654-0865 Proposal Date: May 28, 2013	
CUSTOMER ACCEPTANCE  Authorized Representative JAMES F. SHEAROUSE Printed Name Title DIRECTOR OF MAINTENANCE Purchase Order Acceptance Date 5/29/13		TRANE ACCEPTANCE Trane U.S. Inc. Authorized Representative Title Signature Date License Number:	



TRANE

Building Services

TRANE SCHEDULED SERVICE AGREEMENT

Pricing and Acceptance

Jim Shearouse
 Maintenance
 East Stroudsburg Area School Distr
 50 Vine Street
 PO Box 298
 EAST STROUDSBURG, PA 18301 U.S.A.

Site Address:
 JT Lambert Intermediate
 2000 Milford Road
 EAST STROUDSBURG, PA 18301
 United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

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	Year 1	Year 2	Year 3
Annual Due Date	July 1, 2013	July 1, 2014	July 1, 2015
Annual Payment <i>plus applicable tax</i>	\$4,994.00	\$5,319.00	\$5,665.00
Quarterly Payment <i>plus tax Reflects 2.5% finance charge</i>	\$ 1,279.71	\$ 1,363.00	\$ 1,451.66
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance
Prepayment Due* <i>plus applicable tax</i>	\$4,844.18	\$9,879.85	\$15,051.28
Prepayment Discount Savings **	\$149.82	\$433.15	\$926.72

Term

The initial term of this Service Agreement is 3 years, beginning July 01, 2013. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

Submitted By: Sterling Colborn	Cell: Office: (570) 654-0865 Proposal Date: May 28, 2013
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
<u>Jim Shearouse</u> Authorized Representative	<u>[Signature]</u> Authorized Representative
JAMES F. SHEAROUSE Printed Name	Title
Title DIRECTOR OF MAINTENANCE	Signature Date
Purchase Order	License Number:
Acceptance Date 5/28/13	



TRANE SCHEDULED SERVICE AGREEMENT

Pricing and Acceptance

Jim Shearouse
 Maintenance
 East Stroudsburg Area School Distr
 50 Vine Street
 PO Box 298
 EAST STROUDSBURG, PA 18301 U.S.A.

Site Address:
 East Stroudsburg Elementary
 93 Independence Road
 EAST STROUDSBURG, PA 18301
 United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

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	Year 1	Year 2	Year 3
Annual Due Date	July 1, 2013	July 1, 2014	July 1, 2015
Annual Payment <i>plus applicable tax</i>	USD \$3,283.00	\$3,496.00	\$3,723.00
Quarterly Payment <i>plus tax Reflects 2.5% finance charge</i>	\$841.27	\$895.85	\$954.02
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance
Prepayment Due* <i>plus applicable tax</i>	\$3,184.51	\$6,494.28	\$9,892.88
Prepayment Discount Savings**	\$98.49	\$284.72	\$609.12

Term

The initial term of this Service Agreement is 3 years, beginning July 01, 2013. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

Submitted By: Sterling Colbom

Office: (570) 654-0865
 Proposal Date: May 28, 2013

CUSTOMER ACCEPTANCE

James F. Shearouse
 Authorized Representative

JAMES F. SHEAROUSE

Printed Name

Title DIRECTOR OF MAINTENANCE

Purchase Order _____

Acceptance Date 5/29/13

TRANE ACCEPTANCE
 Trane U.S. Inc.

Authorized Representative _____

Title _____

Signature Date _____

License Number: _____



TRANE SCHEDULED SERVICE AGREEMENT

Pricing and Acceptance

Jim Shearouse
 Maintenance
 East Stroudsburg Area School Distr
 50 Vine Street
 PO Box 298
 EAST STROUDSBURG, PA 18301 U.S.A.

Site Address:
 Bushkill Elementary
 131 North School Drive
 DINGMANS FERRY, PA 18328
 United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

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	Year 1	Year 2	Year 3
Annual Due Date	July 1, 2013	July 1, 2014	July 1, 2015
Annual Payment <i>plus applicable tax</i>	\$3,862.00	3,000	\$4,380.00
Quarterly Payment <i>plus tax Reflects 2.5% finance charge</i>	\$989.64	\$1,053.96	\$1,122.38
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance
Prepayment Due* <i>plus applicable tax</i>	\$3,746.14	\$7,640.05	\$11,638.41
Prepayment Discount Savings**	\$115.86	\$334.95	\$716.59

Term

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This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

Submitted By: Sterling Colborn	Office: (570) 654-0865 Proposal Date: May 28, 2013
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
<i>Jim F Shearouse</i> Authorized Representative	_____ Authorized Representative
JAMES F. SHEAROUSE Printed Name	_____ Title
DIRECTOR OF MAINTENANCE Title	_____ Signature Date
Purchase Order _____	_____ License Number:
Acceptance Date 5/29/13	



TRANE SCHEDULED SERVICE AGREEMENT

Pricing and Acceptance

Jim Shearouse
 Maintenance
 East Stroudsburg Area School Distr
 50 Vine Street
 PO Box 298
 EAST STROUDSBURG, PA 18301 U.S.A.

Site Address:
 Lehman Intermediate and High School North
 257 Timberwolf Drive
 DINGMANS FERRY, PA 18328
 United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3
Annual Due Date	July 1, 2013	July 1, 2014	July 1, 2015
Annual Payment <i>plus applicable tax</i>	\$17,916.00	\$18,722.00	\$19,564.00
Quarterly Payment <i>plus tax Reflects 2.5% finance charge</i>	\$4,590.98	\$4,797.51	\$5,013.28
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance
Prepayment Due* <i>plus applicable tax</i>	\$17,378.52	\$35,099.20	\$52,942.28
Prepayment Discount Savings**	\$537.48	\$1,538.80	\$3,259.72

Term

The initial term of this Service Agreement is 3 years, beginning July 01, 2013. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

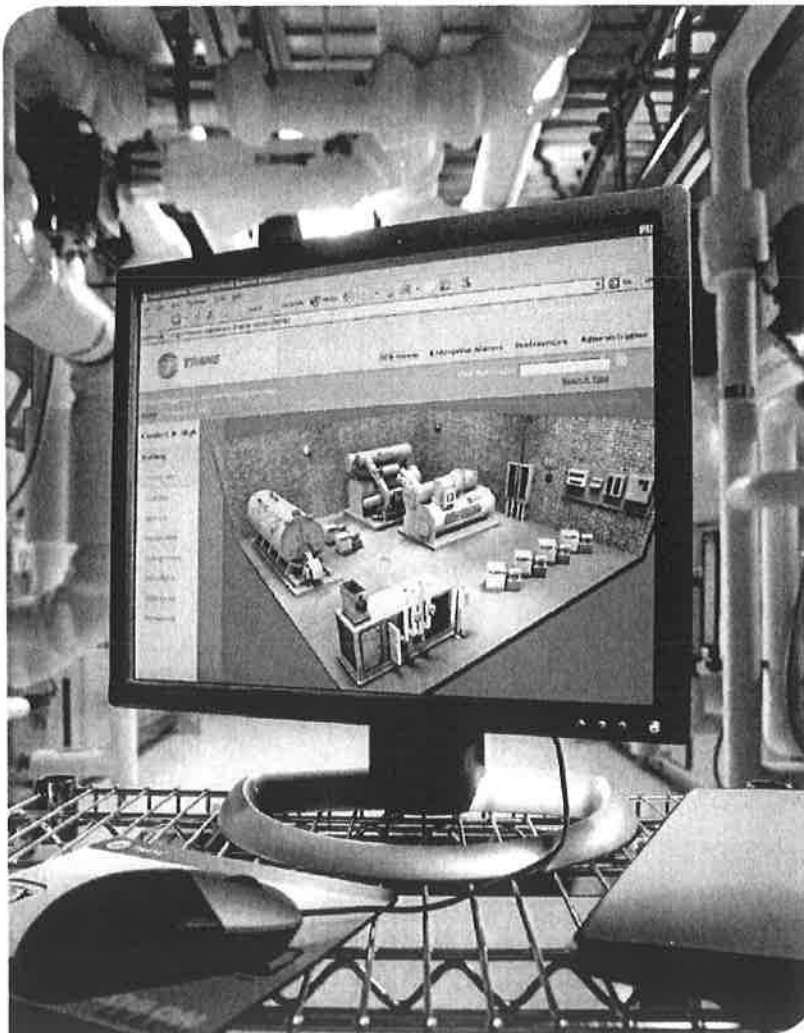
This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

Submitted By: Sterling Colborn	Cell: Office: (570) 654-0865 Proposal Date: May 28, 2013
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
<i>James F. Shearouse</i> Authorized Representative	Trane U.S. Inc.
JAMES F. SHEAROUSE Printed Name	Authorized Representative
Title <u>DIRECTOR OF MAINTENANCE</u>	Title
Purchase Order	Signature Date
Acceptance Date <u>5/29/13</u>	License Number:



Trane Service Agreement

Building Automation System



SERVICE PROPOSAL FOR:

East Stroudsburg Area School District

50 Vine Street
PO Box 298
EAST STROUDSBURG, PA 18301

SITE ADDRESS:

JM Hill Elementary
151 East Broad Street
EAST STROUDSBURG, PA 18301

LOCAL TRANE OFFICE:

Trane U.S. Inc.
10 Freeport Road
Pittston, PA 18640-9586

LOCAL TRANE REPRESENTATIVE:

Sterling Colborn
Cell:
Office: (570) 654-0865

PROPOSAL ID / AGREEMENT NUMBER:

1717099 /

DATE:

May 6, 2014





TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Executive Summary

Thank you for choosing Trane Building Services as your building automation system (BAS) support provider.

Your building automation system, driven by Trane Tracer™ controls, is vital to the operation of the HVAC equipment you depend on to help you maintain temperature, humidity and air quality within the strict parameters your organization requires. Occupant comfort, productivity, quality assurance and energy efficiency are just a few of the objectives that may be impacted by indoor environmental conditions in a typical organization.

However, all technology requires some attention from time to time to sustain its peak performance and prolong its useful life. Your building automation system is no exception.

This Service Agreement for Building Automation Systems—delivered by Trane professionals who are knowledgeable in both HVAC equipment and controls—benefits a wide range of objectives:

- **Sustainability** – Improving operational integration between HVAC equipment and the BAS system reduces energy use, thereby lightening your carbon footprint and advancing your sustainability goals.
- **Peace of mind** – Continuous review and analysis sustains peak performance over the long term and helps prevent system failures and unexpected downtime. Back-up plans built into this agreement are designed to restore data and reboot systems quickly in an emergency situation. 24/7 monitoring through Trane Intelligent Services enables Trane to detect potential problems, avoid downtime, and keep your organization productive and profitable.
- **A stronger bottom line** – Excessive, unnecessary energy consumption and emergency repairs can erode your bottom line. Regular, planned BAS service is a nominal expense that typically pays for itself through energy and operational cost savings.
- **Operational consistency and continuous improvement** - Your building automation system is also the enabling technology behind Trane Intelligent Services™, which remotely monitors critical building systems to ensure the physical environment of the building is being strictly maintained. Establishing connectivity between your building automation system and the Trane Intelligent Services Center allows Trane to continuously capture and analyze data from your building. Based on that stream of information, our Technical Specialists can proactively recommend improvements and follow through with the appropriate service actions.

Exclusive aspects of this Service Agreement leverage Trane Intelligent Services™ (TIS), a revolutionary integration of technology and Trane professionals. TIS gathers active intelligence from your building's data, allowing Trane to identify what must be done to improve system performance and sustain the conditions that contribute to the mission of your organization

We are committed to working with you to maintain the building automation system that is essential to creating and sustaining the indoor environmental conditions that support the objectives of your organization. The details of that commitment are provided in the following pages.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.



TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Added Value

Proper maintenance can save an estimated 12-18%* of your budget compared to a run-to-fail approach. A Trane BAS Service Agreement is structured to help you manage your lifecycle costs and capture those savings.



Research has shown that regular maintenance can:

- Cut unexpected breakdowns by 70-75%*
- Reduce downtime by 35-45%*
- Lower equipment repairs and maintenance costs by 25-30%*
- Reduce energy consumption by 5-20%*

In addition to financial value, when you partner with Trane you can expect:

Contract and Financial Benefits

Assigned Service Team - Your service team will consist of a professional Service Coordinator, Service Technicians and an Account Manager, all with extensive HVAC systems and BAS experience. Our technicians have a thorough understanding of building automation systems and the associated controls, along with heating, refrigeration and airside systems.

Priority Response - As a Trane Service Agreement customer, you will receive service priority over time and materials customers.

Automated Scheduling System - Trane utilizes a computerized scheduling program to ensure that all services included in the agreement are performed as stated.

Financial Benefits - The implementation of this building automation system support agreement from Trane can help control the costs of operating your building in several ways: Lower energy consumption; reduction in the costs and disruptions caused by downtime; planned, budgeted and controlled operating costs; and reduced maintenance. All of these benefits can be gained through a structured contract for support.





Superior Service Delivery

Trane's original equipment manufacturer (OEM) Service Delivery Process

Ensures consistent quality through:

- Focus on building environments
- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on safety

Service Work Flow - Trane utilizes an industry-exclusive service flow process that includes detailed procedures and identified steps for: safety, parts, materials, tools and sequence for execution. Trane procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. These exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, the Trane service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - Trane Service Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

Training for Facility Staff – Operator training and coaching is available per the service agreement. Additional training can be customized to meet your site specific needs.

Health and Safety

Safety Management Program - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hour certified safety managers who are available to perform safety consultations relating to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses and other key risk assessments and control strategies.

Personal Safety - Trane service technicians are, at a minimum, OSHA 10-hour certified, or equivalent with yearly retraining on all key occupational safety and health topics. Many of our technicians have participated in "Smith Safe" driver training and some are Department of Transportation (DOT) Hazmat certified. They are provided with up-to-date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry-leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

Drug-Free Workplace - Trane Building Services maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.



TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

The Agreement

SERVICE PROPOSAL FOR:

East Stroudsburg Area School District

50 Vine Street
PO Box 298
EAST STROUDSBURG, PA 18301

SITE ADDRESS:

JM Hill Elementary
151 East Broad Street
EAST STROUDSBURG, PA 18301
United States

LOCAL TRANE OFFICE:

Trane U.S. Inc.
10 Freeport Road
Pittston, PA 18640-9586

LOCAL TRANE REPRESENTATIVE:

Sterling Colborn
Cell:
Office: (570) 654-0865

PROPOSAL ID / AGREEMENT NUMBER:

1717099 /

DATE:

May 6, 2014

Scope of Services – Standard Inclusions

System Analysis and Review

Trane will review the building automation system to minimize software problems identify and correct programming errors, failed points, points in alarm and points that have been overridden. Software optimization improves system efficiency, assures compliance to specified conditions, and reduces the risk of costly and disruptive system problems. Regularly scheduled on-site visits by Trane technicians also provide the opportunity to meet with on-site operators, review the system and address any questions or concerns they may have.

Tracer Database Backup

Throughout the year, changes are continuously being made to the database in response to energy efficiency, occupant comfort or operator interface issues. Trane maintains current and archived backups of all vital Tracer databases to expedite system recovery and restoration to the last known set-up following a catastrophic event.

Software Service Pack Updates

The latest service pack updates will be downloaded and installed to the existing software version when available. This assures the software is always up to date with the current versions that enhance usability and functionality.

Operator Coaching

During regularly scheduled visits, Trane technicians will work with on-site operators to develop their skills and proficiencies to help ensure they fully understand how to effectively use the system.

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Alarm Notification

Continuous monitoring and an automated alarm process provide reassurance that the systems controlling building environments are operating as programmed. Instant notification transmits an alert when systems need attention to avoid operational interruptions.

- Customer defined data collection points
- 24/7/365 automated alarm and event monitoring
- Automated customer notification via email, text or pager
- Archiving and reporting of critical alarm data

Scope of Services – Options Selected

You have selected the following optional services:

Full System Backup

Trane will complete recurring, comprehensive backups of local control panels, along with the Tracer database and graphics. In the event of a serious error or catastrophic event, the full system can be restored to the last known settings in a matter of hours.

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TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Equipment Coverage and Services

The following "Covered Equipment" will be serviced at:

JM Hill Elementary

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMSC000AAA	E13G60361	
Tracer SC	1	Trane	BMSC000AAA	E13G60360	

Description	Quantity Per Year
System Analysis and Review	2
Full System Backup	1
Operator Coaching	2

Scope of Service Clarifications:

Controls Inspections: Included are **semi-annual** on-site visits to meet with customer staff, and review system operation. *Note* this service **does not** include blocks of technician hours to be used at the customers discretion. Services not included here will be quoted separately.

Repair Labor: Labor to repair or replace failed components is **not** included and will be invoiced accordingly. Please refer to any equipment warranties (not listed here) that may apply.

Repair Parts and Material: Parts, replacement controllers and other materials needed to complete repairs is **not** included and will be invoiced accordingly. Please refer to any equipment warranties (not listed here) that may apply.

Preferential Service Agreement Rate: This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies. This rate is subject to adjustment annually.

Emergency Service: Emergency service is available 24/7 at the preferred customer rates. For calls outside of normal business hours the preferred customer overtime rates will apply. For customers with remote BAS access thru Trane Intelligent Services or other approved connections, initial troubleshooting, diagnosis and remediation of the BAS system may be possible without need for a truck roll to the site thus minimizing service delays and travel costs. Remote diagnosis and remediation (if available) will generate a service report for your records and will be billed at preferred customer rates.

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Terms and Conditions (Service)

"Company" shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Acceptance. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Trane Energy Manager Monitoring and/or Diagnostic Services, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

2. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

3. Term, Renewal, and Cancellation. The "Term" of this Agreement shall be as stated in the Proposal. Thereafter, unless earlier terminated, this Agreement shall be automatically renewed for succeeding 12 month terms (each a "Renewal Term"), subject to Section 4 of these Terms, upon Company's delivery to Customer of a service renewal letter at least 45 days in advance of the scheduled expiration date and Customer's failure to notify Company in writing no later than 30 days prior to the scheduled expiration date that the Agreement shall not be renewed. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than 30 days prior to the scheduled expiration date. Upon cancellation by Customer not due to Company's default, Customer shall pay to Company the balance of the Service Fees applicable to the then current 12 month period of the Term or the Renewal Term. Customer shall remain liable for any amounts due and unpaid if either party cancels the Agreement.

4. Renewal Pricing Adjustment. The Service Fees for an impending Renewal Term shall be the Current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term less the price of any Additional Work that is not recurring) adjusted by the following: (a) increase and/or decrease for additions and/or deletions to Scope of Services; (b) 25% of the Current Service Fees shall be adjusted based upon the calendar year change in the (i) U.S. Bureau of Labor Statistics Producer Price Index for selected commodity groupings (Metals and Metal Products) for Services performed in the United States; or (ii) Statistics Canada Industrial Producer Price Index, Goods (Raw Material Price Indexes) for Services performed in Canada; (c) 65% of the Current Service Fees shall be adjusted based upon the change to cost of labor/labour; and (d) 10% of the Service Fees shall be adjusted based upon changes to Company services overhead costs, which include but are not limited to the cost of fuel, truck leasing, and office-related overhead factors. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the area under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA or state industrial safety regulations. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; (c) Reimburse Company for services, repairs, and/or replacements performed by Company beyond the Services or otherwise excluded under this Agreement and such reimbursement shall be at the then prevailing applicable regular,

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overtime, or holiday rates for labor/labour and prices for materials and may at Company's option be subject to a separate written agreement prior to its undertaking such work; and (d) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be liable for, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; and (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and furnished hereunder is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Company Limited Warranty shall not apply to those components and any warranty of the components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE LIMITED WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. Should Company nevertheless be found liable for any damages they shall be limited to the compensation received by Company for the Services and Additional Work for one location over a 12 month term. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN THE ENERGY AND BUILDING PERFORMANCE SERVICES PROVIDED; INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

13. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be

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responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

14. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive rights of subrogation.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

17. Remote Connectivity. Remote connectivity services refers services by Company provided, in whole or in part, using any method of connecting to Customer Building Automation System (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data via phone modem, internet or other agreed upon means. The Intelligent Services, including any reports Company provides, are intended to provide operational assessments and recommendations.

Electronic Monitoring. Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems.

Data Collected. Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except digital assessments), Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. **Data Privacy and Security.** Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company become aware. Any breach in privacy of which Customer become aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. Except as provided for Service Fees adjustments, this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR

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471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) If Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0214)
Supersedes 1-26.130-7 (1213)

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Appendix



Safety
Customer Service
Flows



Safety



Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane Injury Rates v. Industry Competitors

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
 - Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – Trane provides full complement of fall arrest and fall restraint equipment for each technician.



Safety Tools, Training & Expertise (continued)

- Ergonomics – Custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. Environmental Protection Agency (EPA) rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

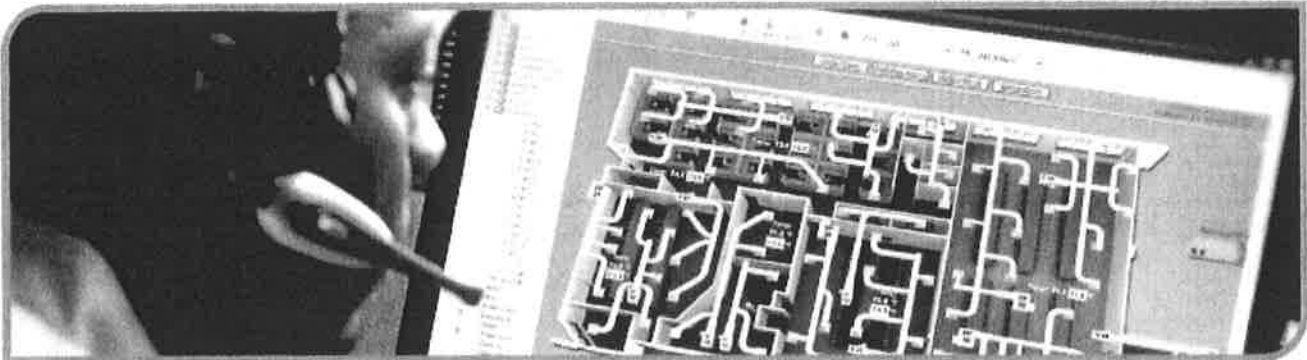
- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – Ensure that they are fully implemented.
- Safety and environmental performance – Tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – Implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – Use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – Mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – Annual checking driving records of employees who drive company vehicles. Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Customer Service Flows



The following Customer Service Flows provide additional service description detail for Covered Equipment.

Full System Backup – Performed Annually

Description

- Full System Back-Up of All Programmable and Configurable Controllers

Operator Coaching – performed as needed each visit

Description

- Operator Coaching on System Best Operating Practices

System Analysis and Review – performed each scheduled visit

Description

- Operator Workstation Inspection
- System Controller Inspection
- Verify System Software Programming
- System Back-Up
- Customer Review -
- Software Service Pack Update (Per Workstation and/or BCU)

Application and Certificate for Payment

TO OWNER: East Stroudsburg Area School D 50 Vine Street East Stroudsburg PA 18301	PROJECT: J.T. Lambert Intermediate Sch 2000 Milford Road East Stroudsburg PA 18301	APPLICATION NO: 165 AIA #1 PERIOD TO: 6/30/2014 CONTRACT FOR: CONTRACT DATE: 5/30/2014 PROJECT NOS: / /	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: Myco Mechanical, Inc 1 North Washington Street Telford, PA 18969	VIA ARCHITECT:		

CONTRACTOR'S APPLICATION FOR PAYMENT

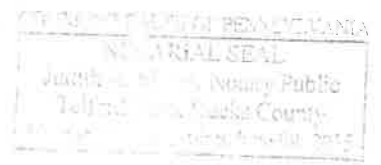
Application is made for payment, as shown below, in connection with the Contract. AIA Document G703[™], Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 3,338,500.00
2. NET CHANGE BY CHANGE ORDERS	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 3,338,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 97,000.00
5. RETAINAGE:	
a. 10.00 % of Completed Work (Columns D + E on G703)	\$ 9,700.00
b. 0.00 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 9,700.00
6. TOTAL EARNED LESS RETAINAGE	\$ 87,300.00
<i>(Line 4 minus Line 5 Total)</i>	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 0.00
<i>(Line 6 from prior Certificate)</i>	
8. CURRENT PAYMENT DUE	\$ 87,300.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 3,251,200.00
<i>(Line 3 minus Line 6)</i>	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$ 0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Brian Myers, President
 By: [Signature] Date: 6.27.14
 State of: PA
 County of: Blucks
 Subscribed and sworn to before June 27, 2014
 me this 27 day of June
 Notary Public: Judith Myers
 My commission expires: June 9 2015



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 87,300.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
 By: [Signature] Date: 06/30/14
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 6/30/2014
PERIOD TO: 5/30/2014
ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>		BALANCE TO FINISH <i>(C - G)</i>	RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD		% <i>(G ÷ C)</i>			
1	Bond	\$75,000.00	\$0.00	\$75,000.00	\$0.00	\$75,000.00	100.00%	\$0.00	\$7,500.00
2	Permits	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
3	Mobilization	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$2,000.00
4	Submittals	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
5	Allowance	\$77,630.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$77,630.00	\$0.00
6	Pre-Construction Planning	\$20,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	10.00%	\$18,000.00	\$200.00
7	Demo	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
8	Phase 1	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
9	Phase 2A	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
10	Phase 2B	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
11	Phase 2C	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
12	Phase 2D	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
13	Phase 2E	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
14	Phase 3	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
	GRAND TOTAL	\$277,630.00	\$0.00	\$97,000.00	\$0.00	\$97,000.00	34.94%	\$180,630.00	\$9,700.00

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Continuation Sheet

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165 AIA #1 Page 3 of 9
APPLICATION NO:
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PERIOD TO: 5/30/2014
ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D ÷ E)	THIS PERIOD					
15	POD Alt M-4	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
16	HVAC Pipe	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
17	Hanger Material - P-1	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
18	Hanger Labor - P-1	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
19	Pipe Material - P-1	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$150,000.00	\$0.00
20	Pipe Labor - P-1	\$120,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$120,000.00	\$0.00
21	Hanger Material - P-2A	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00
22	Hanger Labor - P-2A	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00
23	Pipe Material - P-2A	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,000.00	\$0.00
24	Pipe Labor - P-2A	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,000.00	\$0.00
25	UG CHW Material	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
26	UG CHW Labor	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
27	Hanger Material - P-2B	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00
28	Hanger Labor - P-2B	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00
GRAND TOTAL		\$739,630.00	\$0.00	\$97,000.00	\$0.00	\$97,000.00	13.11%	\$642,630.00	\$9,700.00

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Document G703™ - 1992

Continuation Sheet

165 AIA #1

Page 4 of 9

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PERIOD TO: 5/30/2014
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G		H BALANCE TO FINISH <i>(C - G)</i>	I RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	% <i>(G ÷ C)</i>		
29	Pipe Material - P-2B	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
30	Pipe Labor - P-2B	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
31	Hanger Material - P-2C	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00
32	Hanger Labor - P-2C	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00
33	Pipe Material - P-2C	\$13,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,000.00	\$0.00
34	Pipe Labor - P-2C	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
35	Hanger Material - P-2D	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,000.00	\$0.00
36	Hanger Labor - P-2D	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,000.00	\$0.00
37	Pipe Material - P-2D	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,000.00	\$0.00
38	Pipe Labor - P-2D	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$28,000.00	\$0.00
39	Hanger Material - P-2E	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
40	Hanger Labor - P-2E	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
41	Pipe Material - P-2E	\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,000.00	\$0.00
42	Pipe Labor - P-2E	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,000.00	\$0.00
GRAND TOTAL		\$921,630.00	\$0.00	\$97,000.00	\$0.00	\$97,000.00	10.52%	\$824,630.00	\$9,700.00

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			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD		%	<i>(G ÷ C)</i>		
43	Hanger Material - P-3	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,000.00	\$0.00
44	Hanger Labor - P-3	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,000.00	\$0.00
45	Pipe Material - P-3	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,000.00	\$0.00
46	Pipe Labor - P-3	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,000.00	\$0.00
47	HVAC Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
48	Chiller	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$150,000.00	\$0.00
49	Install Labor	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
50	Ice Storage	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$100,000.00	\$0.00
51	Install Labor	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
52	AHU's	\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$60,000.00	\$0.00
53	Install Labor	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
54	Existing AHU Refurbish	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
55	Install Labor	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
56	UV's	\$390,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$390,000.00	\$0.00
GRAND TOTAL		\$1,776,630.00	\$0.00	\$97,000.00	\$0.00	\$97,000.00	5.46%	\$1,679,630.00	\$9,700.00

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			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD		% <i>(G ÷ C)</i>			
57	Install Labor	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
58	UV Shelving	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
59	Install Labor	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
60	VAV's	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,000.00	\$0.00
61	Install Labor	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
62	Hot Water Coils - 3	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
63	Install Labor	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
64	Terminal Equipment	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,000.00	\$0.00
65	Install Labor	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
66	Package HVAC Units - 2	\$90,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$90,000.00	\$0.00
67	Install Labor	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
68	EF's - 1	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
69	Install Labor	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
70	RF's - 2	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
GRAND TOTAL		\$2,014,630.00	\$0.00	\$97,000.00	\$0.00	\$97,000.00	4.81%	\$1,917,630.00	\$9,700.00

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Document G703™ – 1992

Continuation Sheet

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71	Install Labor	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
72	Boiler Room Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
73	Pumps & VFD's - 4	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,000.00	\$0.00
74	Expansion Tanks/Air Separators	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
75	Glycol Feeders - 2	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
76	Install Labor	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
77	Glycol	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,000.00	\$0.00
78	Glycol Install Labor	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
79	Sheetmetal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
80	Duct Material - Base Bid	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
81	Labor - Base Bid	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,000.00	\$0.00
82	Duct Material - POD	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00
83	Labor - POD	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
84	GRD's	\$870.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$870.00	\$0.00
GRAND TOTAL		\$2,113,500.00	\$0.00	\$97,000.00	\$0.00	\$97,000.00	4.59%	\$2,016,500.00	\$9,700.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
85	GRD Labor	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
86	Tank Removal	\$34,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$34,000.00	\$0.00
87	Roofing	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
88	Concrete	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,000.00	\$0.00
89	Excavation/Asphalt Patching	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,000.00	\$0.00
90	Fencing	\$29,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,000.00	\$0.00
91	CC Bulkhead Work	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,000.00	\$0.00
92	Chemical Treatment	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
93	ATC	\$900,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$900,000.00	\$0.00
94	Insulation	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$100,000.00	\$0.00
95	Phase 4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
96	Balancing	\$26,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$26,000.00	\$0.00
97	Punchlist	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
98	Closeout Docs	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
GRAND TOTAL		\$3,335,500.00	\$0.00	\$97,000.00	\$0.00	\$97,000.00	2.91%	\$3,238,500.00	\$9,700.00

768

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA[®] Document G703[™] – 1992

Continuation Sheet

AIA Document G702[™]-1992, Application and Certificate for Payment, or G732[™]-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 185 AIA #1 Page 9 of 9
 APPLICATION DATE: 6/30/2014
 PERIOD TO: 5/30/2014
 ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>		BALANCE TO FINISH <i>(C - G)</i>	RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD		% <i>(G ÷ C)</i>			
99	Training	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00
	Totals*	\$3,338,500.00	\$0.00	\$97,000.00	\$0.00	\$97,000.00	2.91%	\$3,241,500.00	\$9,700.00
	Project Totals AND TOTAL	\$3,338,500.00	\$0.00	\$97,000.00	\$0.00	\$97,000.00	2.91%	\$3,241,500.00	\$9,700.00

295

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

SWEET | STEVENS | KATZ | WILLIAMS

STANDARD AGREEMENT FOR FEES, COSTS AND EXPENSES FOR REPRESENTATION OF PUBLIC EDUCATIONAL ENTITIES

July 1, 2014

The standard basis for fees for services rendered to almost all of our public clients is based upon calculation of hourly chargeable time applied to an hourly rate. Our current hourly rates for chargeable time vary, depending upon the complexity of the matter involved. For routine matters, our standard hourly rate for chargeable time is \$140/hour for attorneys and \$115/hour for legal assistants. Our fees for non-routine matters are \$185/hour for attorneys and \$115/hour for legal assistants.

Non-routine situations involving the higher hourly rate are those matters in which a case or controversy has arisen or may arise by virtue of threatened litigation, circumstances in which the district is contacted by an attorney representing a specific client, actual litigation, hearing requests, citizen complaints, defense of complaints filed in court or before agencies, or hearings before the school board itself. These situations also include negotiation with vendors and other parties concerning contracts, special education matters, student residency disputes, student and employee discipline matters, grievance processing where a specific grievance has been filed, grievance arbitrations, collective bargaining where we represent the district as its negotiator, construction matters, tax matters, and analysis or development of board policy or procedure. All advice, phone calls, opinions, document review, research, and other activities not covered by the preceding are considered routine.

During the course of representation of a public client we record chargeable time devoted to a client's matter in fractions of hours in periods of tenths of an hour, taking into account interruption of other work. Absence from our office on behalf of our clients is also recorded on the same basis, which takes into account, in part, our unavailability to other clients during such periods. However, we minimize travel time whenever possible.

We generally do not require a fixed retainer fee in advance, and our billings have, therefore, been based upon services actually performed during the preceding billing period. Using this approach, our clients have used our services on an "as needed" basis and only have been charged if services have been requested and we have agreed to render them. We reserve the right to decline to perform or to continue to perform requested services at any time. At the end of any month that more than minimal services are rendered, we routinely provide a computerized description of the nature, date and amount of time attributable to each entry, along with our invoice for the period.

Our out-of-pocket expenses for computerized research, stenographic services (court reporters), in-house composition of briefs and records, i.e., printing, collating and binding, costs for hearing officers or arbitrators, witness fees, photocopying (\$.20 per copy), and court costs, where required, are charged to our clients at cost. At times, when such charges are substantial, we may ask you to pay them directly.

SOUTHEAST REGION OFFICE

331 East Butler Avenue, New Britain, PA 18901
PHONE 215 345 9111 | FAX 215 348 1147

NORTHEAST REGION OFFICE

2 South Main Street, Suite 303, Pittston, PA 18640
PHONE 570 654 2210 | FAX 570 655 1875

SWEETSTEVENS.COM

We do not charge for telephone expenses or facsimile transmissions. We charge a flat fee of \$225.00 for preparation of audit opinion letters when we are requested to do so by you, your accountants, or State Auditors. This covers the cost of our internal review where such a letter is provided. We also quote a separate fee where we are asked to provide an opinion involving a financing or to provide in-service training.

We do not charge for our travel costs, such as meals, lodging, tolls, mileage, or transportation, except in the case of necessary airfares. We also do not make any charge to any of our public clients with respect to the extensive publications to which we subscribe, or for our attendance at the numerous seminars and educational programs which we regularly attend. Unless there is a particular benefit to the client or unless previously approved or requested by our client, we do not charge for "duplicate" time; that is, time spent by more than one attorney when conferring among ourselves, or reviewing each other's work, or where two or more of our attorneys attend a meeting, hearing, or trial. We maintain comprehensive opinion and research files on most commonly asked questions. We are, therefore, frequently able to provide answers quickly without extensive legal research.

Different attorneys are capable of performing various tasks required in a given matter with different measures of efficiency from a strict time standpoint. Therefore, in order to determine the chargeable time to be attributed to a given task or activity, we consider the efficiency and expertise normally required for the task involved, the complexity or novelty of each task, our previous time investment in development of research materials or forms, the benefits to the client, and time limitations imposed by clients or by circumstances. However, chargeable time attributed to a given activity will not exceed plus or minus one tenth of an hour for each actual tenth of an hour of time devoted to the task or activity involved.

Please note the rates charged where an insurance company is involved may vary from the preceding, based upon our agreement with the company involved. Where insurance coverage is involved, we may ask that you pay our monthly bills, and we then will submit claims for reimbursement on your behalf to the insurance company. In all cases in which insurance coverage may be available, the ultimate responsibility for payment of our charges will remain with you.

By virtue of our experience in the area of school and municipal law, we constantly seek to make productive use of our time and to thereby provide our services efficiently. Frequently, difficult questions encountered by our clients are questions that we have dealt with before elsewhere. Consequently, we frequently minimize chargeable time spent on many questions. We have found that productive, efficient use of our time reduces the effective hourly rate paid by our clients.

SWEET, STEVENS, KATZ & WILLIAMS LLP
Federal E.I. No. 23-2807059

THE BOLLINGER LAW FIRM, LLC

104 ROCK ROSE LANE, RADNOR, PENNSYLVANIA 19087-3736

July 10, 2014

Sent by Electronic and First Class Mail

Sharon Laverdure, Superintendent
Brian Borosh, Director of Technology
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

Re: Letter Regarding The Bollinger Law Firm, LLC Legal Services: 2014 - 2015

Dear Sharon and Brian,

Pursuant to your request, below is a list of the legal counsel and other legal services that The Bollinger Law Firm provides to the East Stroudsburg Area School District (ESASD). We are responding to the items you requested based on FY 2014 – 2015.

1. The name, address, phone and fax numbers, website address and email address of the firm are:

Law Firm: The Bollinger Law Firm, LLC
Lead Attorney(s): Dorothy M. Bollinger, Esquire
Address: 104 Rock Rose Lane, Radnor, PA 19087
Contact: Phone: 610-688-6883
Fax: 610-688-6885
Website: www.bollingerlawfirm.com
Email Address: dbollinger@bollingerlawfirm.com

Legal Services: General legal advice and special legal advice relating to areas of technology, such as Internet, computer, information, technology, intellectual property, data security, social media, software, online applications (Apps), cyberprivacy, cybersecurity, and cloud computing, and the preparation of policies, regulations, procedures, contracts, and other documents relevant to the above

2. Proposed hourly rate for legal services for the period of July 1, 2014 - June 30, 2015.

Hourly Rate: \$225. (no increase; this rate has not changed for the past 6 years)
Retainer: None
Discounted or Varied Rate: Negotiated Flat Fee Price for some legal services

3. Professional Vitae:

Please see enclosed Attorney Profile.

Sharon Laverdure, Superintendent
Brian Borosh, Director of Technology
July 10, 2014
Page 2 of 2

It has been our pleasure to work with you and numerous ESASD employees over the past 7 years and look forward to working with you and other ESASD employees in FY 2014 – 2015. I would be pleased to discuss any questions you may have at any time.

Sincerely,



Dorothy M. Bollinger

DMB:d
Enclosure



DOROTHY M. BOLLINGER
President, The Bollinger Law Firm, LLC
dbollinger@bollingerlawfirm.com

THE BOLLINGER LAW FIRM, LLC

104 ROCK ROSE LANE, RADNOR, PENNSYLVANIA 19087-4736

Dotti's practice focuses on Internet, computer, information, technology, and copyright law. She represents clients that use and create technology, such as companies, schools, artists, software developers, vendors, and consultants.

She negotiates and drafts technology, media, and telecommunications contracts, for example: software contracts, IT service and maintenance contracts, network infrastructure contracts, web site terms of use, and other web site contracts.

She also prepares technology policies, such as acceptable use, Internet, e-mail, social media, cloud computing, "app", electronic communication devices, data breach, copyright, vendor access, privacy, security, web site and other electronic communications policies.

Dotti advises on the regulatory aspects of company, and school personal data and information, database creation and management, and privacy and security protection pertinent to employers, employees, students, and consumers.

She also advises and consults with companies and schools as they prepare record retention and destruction policies and record retention schedules, and assists them with computer forensic and other electronic evidence issues.

Prior to founding The Bollinger Law Firm, LLC, Dotti was a member of the Corporate and Intellectual Property Departments, and the Media, Defamation, and Privacy Law, and Education Law Practice Groups at the law firm of Fox Rothschild LLP. She has leveraged her education and work experiences with software and computers into her legal practice. Before entering the legal field, Dotti was a superintendent of schools and an administrator and teacher in schools, colleges, and universities. While attending law school at Temple University, she worked full time in the University Counsel's Office.

Professional Activities

Dotti serves as an adjunct professor at Temple University's Beasley School of Law, where she teaches *Cyberprivacy in the Networked World*, and *Cyberlaw and Policy: Practical Applications in Organizational Settings*. She has developed a reputation for providing informative, interesting, thought-provoking, and cutting-edge training sessions and presentations at companies, schools and at national, state, and local conferences. She is frequently sought out to provide commentary for television news programs, journals, and newspaper publications.

Dotti is a past Chair of the Philadelphia Bar Association's Business Law Section's Cyberspace and e-Commerce Committee, and a past Pennsylvania representative to the International Technology Law Association (iTechLaw).

Education

- J.D., Temple University's Beasley School of Law, Philadelphia, PA
- Ed.D. Lehigh University
- M.Ed. The Pennsylvania State University

Bar Admissions

- Pennsylvania
- New Jersey

Court Admissions

- U.S. Supreme Court
- U.S. Court of Appeals, Third Circuit
- U.S. District Court, Eastern District of Pennsylvania
- U.S. District Court, Middle District of Pennsylvania
- Pennsylvania Supreme Court

Memberships

- International Technology Law Association
- American Bar Association
- Philadelphia Bar Association
- Pennsylvania School Board Solicitors Association
- National School Boards Association

July 10, 2014

East Stroudsburg Area School District
Attn: Jeffrey Bader
321 North Courtland Street
East Stroudsburg, PA 18301

RE: 403(b) Plan Administration Services Contract

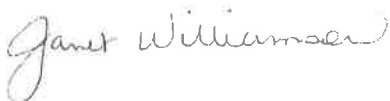
Dear Mr. Bader,

Please be advised that this notice serves to officially extend your contract for another year per the mutual agreement provisions of the contract. This automatic renewal will continue through July 31, 2015. Please indicate your acceptance by signing below and returning to us promptly to the following address:

TSA Consulting Group, Inc.
Attn: Sherry Marcolongo
15 Yacht Club Dr NE
Fort Walton Beach, FL 32548

If additional information is desired or if you have any questions regarding the extension, please contact Sherry Marcolongo, Program Services Manager, via email at smarcolongo@tsacg.com or via phone at ext. 1120, or Janet Williamson, Sr. VP, Chief Financial Officer, via email at jwilliamson@tsacg.com or via phone at ext. 1122.

Sincerely,



Janet Williamson
Senior VP, Chief Financial Officer

Signature: _____

Typed Name: _____

Title: _____

Date: _____

Retirement Plan Compliance and Administration Services Agreement

PREAMBLE: The following constitutes a binding "Agreement," effective as of August 1, 2013 between TSA Consulting Group, Inc., a Florida Corporation, (hereinafter referred to as "TSA") whose principal place of business is 15 Yacht Club Drive NE, Ft. Walton Beach, Florida 32548 and the East Stroudsburg Area School District, 321 North Courtland Street, East Stroudsburg, PA 18301, hereinafter referred to as "Plan Sponsor."

PURPOSE: Plan Sponsor wishes to retain the services of TSA to provide compliance administration services to the Plan Sponsor for the Plan Sponsor's voluntary retirement programs under Sections 403(b) and/or 457(b) of the Internal Revenue Code ("403(b)/457(b)") and TSA is willing to provide such services.


1. TSA agrees that for a period of twelve (12) months, commencing with the effective date of this Agreement, it will, consistent with its other obligations, render to the Plan Sponsor such consulting and administration services set forth in Exhibits A-1 "Compliance Edge Services,"; Exhibit A-2, "Plan Administration Agreement"; Exhibit A-2.1 "Plan Administration Fee Schedule"; Exhibit A-3, "EPARS Subscription Agreement"; and Exhibit A-3.1 "EPARS Subscription Adoption Agreement," all of which are attached and incorporated herein. This Agreement may be renewable at the end of each contract year by mutual agreement of both parties for four (4) additional one-year periods.
2. Plan Sponsor agrees that, for the term of this Agreement, it will render to TSA all reasonable assistance and information necessary to accomplish services set forth in Exhibits A-1, A-2, A-2.1 and A-3.1. The Plan Sponsor shall provide all information including, yet not limited to, items set forth in Exhibit B, attached and incorporated herein. Transmission of all information from the Plan Sponsor to TSA shall be performed on a timely basis relative to services provided and service dates set forth in this Agreement.
3. Plan Sponsor agrees to remunerate TSA for such consulting and administration services, also known as Compliance Edge®, at the stated rate and methods shown in Exhibit C, attached and herein incorporated by reference.
4. TSA shall act as an independent consultant and/or administrator and not as an agent or employee of the Plan Sponsor and TSA shall make no representation as an agent or employee of the Plan Sponsor. TSA shall furnish evidence of business liability and errors and omissions insurance in such limits of liability and written by an insurance company licensed in the state of Florida and acceptable to the Plan Sponsor. TSA shall be responsible for all taxes as an independent consultant and/or administrator. TSA shall have no authority to bind the Plan Sponsor or incur other obligations on behalf of the Plan Sponsor.
5. TSA agrees to hold in confidence all employee information received from the Plan Sponsor in connection with this Agreement and necessary to complete the scope of services outlined in Exhibits A-1, A-2, A-2.1 and A-3.1. TSA shall protect all information received from the Plan Sponsor from misuse, espionage, loss or theft and in accordance with federal laws. This information will not be transmitted or used for the purpose of solicitation in any form, and upon request all information held by TSA will be returned to the Plan Sponsor.
6. TSA warrants that it is under no obligation to any other entity that in any way conflicts with this Agreement and that it is free to enter into this Agreement.
7. This Agreement and all extensions and modifications hereof and all questions relating to its validity and interpretation, performance and enforcement shall be governed by and construed in conformance with the laws of the State of Pennsylvania, unless preempted by federal law.

8. All parties agree that proper venue for any lawsuit arising out of this Agreement shall be in Monroe County, Pennsylvania.
9. TSA agrees that it will indemnify and hold harmless the Plan Sponsor, individual members of the Plan Sponsor, its representatives and employees, from any claim, demand or suit which may arise from, be connected with, or be made due to the negligence or failure to satisfy the requirements of this Agreement. This indemnification shall include all related costs, including but not limited to, attorneys' fees, consultant fees, fees for other professional service providers, as well as court costs, fines, penalties or other similar charges against the Plan Sponsor, provided that the Plan Sponsor notifies TSA, in writing, no later than 30 calendar days after receipt of such claim or demand. Notwithstanding the preceding, this indemnification shall not cover any claim or demand based on erroneous information provided by the Plan Sponsor, its employees or other representatives.
10. This Agreement may be modified, amended or terminated by either party upon 60 days written notice to the other party, provided that no such modification, amendment or termination shall affect the liability of either party incurred prior to such event.
11. This Agreement may be executed in any number of counterparts, each of which, including any reliable copies or facsimiles thereof, will be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
12. If any provision of this agreement shall be held or declared to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provisions shall not affect any other provision of this Agreement, and the remainder of this Agreement shall continue in full force and effect as though such provisions had not been contained in this Agreement. If the scope of any provision in this agreement is found to be too broad to permit enforcement of such provision to its fullest extent, the parties consent to judicial modification of such provision and enforcement to the maximum extent permitted by law.

We, the undersigned as duly authorized representatives, agree to all the terms and conditions stated above, and by our signatures, place this Agreement into full force and effect as of the date first above-written.

EAST STROUDSBURG AREA SCHOOL DISTRICT

TSA CONSULTING GROUP, INC.

By:  _____

By:  _____

Name: William Searfoss

Name: Janet Williamson

Title: Board President

Title: VP, Chief Operations Officer

Federal Tax Identification Number:

Federal Tax Identification Number:

23-1669371

59-3451677

EXHIBIT A-1 Compliance Edge® Services

In accordance with the Agreement between the Plan Sponsor and TSA, the following services will be provided by TSA;

1. Maximum Allowable Contribution (MAC) calculations will be maintained for all employees eligible to participate in the employer's authorized 403(b) and/or 457(b) plans. These calculations shall include limits applicable to 403(b) and/or 457(b) plans under applicable Sections of the Internal Revenue Code. Such calculations shall be performed in accordance with accepted standards and subject to the prevailing Internal Revenue Codes and Regulations at that time. MAC's will be based on information obtained from the Plan Sponsor and/or the employee and any statement or guarantee of accuracy by TSA will be contingent on the accuracy of the information delivered by the Plan Sponsor and/or the employee.
2. TSA shall provide an annual review and audit of the previous year's contributions for all employees. TSA shall notify the Plan Sponsor of all non-compliant contributions and provide the necessary data to facilitate notification to employees affected and completion of correction procedures as required by current Revenue Procedures.
3. A master file of MAC calculations will be maintained by TSA during the term of this Agreement.
4. TSA will administer the plan with respect to processing participant requests for loans, distributions, transfers, qualified domestic relations orders, and rollovers, including interactions with other investment providers necessary to administer the plan subject to the terms and conditions included in Exhibit A-2.
5. Electronic remittance services will be available to the Plan Sponsor through the Electronic Process for Automated Remittance Services of EPARS program maintained by TSA. These services are subject to the terms and conditions included in the EPARS Subscription and Adoption Agreement included as Exhibit A-3.
6. Employee communications components (handbooks) will be delivered to the Plan Sponsor once annually in sufficient quantities for all eligible employees. The employee awareness and educational materials shall be generic in content regarding 403(b) and/or 457(b) requirements, and will also address the specific policies and procedures of the Plan Sponsor relative to all retirement programs maintained by the Plan Sponsor. Components will be revised annually to facilitate changes in IRS rules or changes in the Plan Sponsor's policies and procedures.
7. Video presentations will be produced, distributed and available via online stream by TSA once annually. Video presentations shall be generic and topical in nature concerning the 403(b) and/or 457(b) programs.
8. Web pages specific to the Plan Sponsor will be made available and will be maintained by TSA for information on their retirement plans.
9. TSA shall provide ongoing administrative support to the Plan Sponsor, including, but not limited to, the development of appropriate policies and/or procedures regarding all employee retirement programs. Such administrative support includes research and development of any new programs and/or Investment Providers or Investment Products that may be regarded as beneficial to the Plan Sponsor and the employees of the East Stroudsburg Area School District.
10. TSA expressly agrees to cooperate with and offer assistance to the Plan Sponsor in the event of any audit of the 403(b) and/or 457(b) plans by the IRS.

EXHIBIT A-2

Plan Administration Agreement

This Administrative Agreement (hereinafter "Agreement") is executed this 1st day of August 2013 by TSA Consulting Group, Inc. ("TSA") and East Stroudsburg Area School District (Plan Sponsor").

WHEREAS, Plan Sponsor has established a 403(b) Plan and/or a 457(b) Plan and is authorized to appoint service providers; and

WHEREAS, Plan Sponsor desires to appoint TSA as the administrator of the Plan(s) established and indicated herein; and

WHEREAS, TSA is authorized to accept the appointment as administrator and desires to provide such services subject to the terms and conditions set forth herein;

NOW THEREFORE, the parties agree as follows:

1.0 Designation of TSA as Administrator.

Plan Sponsor hereby appoints TSA as Administrator of the plan(s) established and indicated herein.

2.0 Responsibilities of TSA. TSA will provide the recordkeeping and related plan administrative services, which services shall include the following:

- 2.1 **Plan Documents:** TSA will provide appropriate Plan Documents to the Plan Sponsor, for review and approval. These documents shall govern the plan(s).
- 2.2 **Meaningful Notice:** TSA will assist the Plan Sponsor in developing and distributing employee communications material including specific information on eligibility and enrollment procedures. These communications shall be developed and distributed at least once each calendar year.
- 2.3 **Forms and Procedures:** TSA will develop standardized administrative forms for use by the Plan Sponsor and participants for the purposes of enrollment and asset transactions under the Plan(s).
- 2.4 **Participant Records:** TSA will establish and maintain a record for each participant reflecting the date, amount and type of each transaction in the participant's account based on information provided to TSA from the Plan Sponsor, employees and product providers. Records maintained by TSA shall include all information necessary to comply with applicable regulations, rulings and procedures established by the Internal Revenue Service for the plan types indicated herein. The Plan Sponsor will determine eligibility requirements for employees and TSA shall be entitled to rely on the Plan Sponsor's eligibility determinations.
- 2.5 **Participant Inquiries:** TSA will provide adequate access to participants regarding their records and transactions recorded by TSA. Access shall include, at a minimum, customer service representatives during normal business hours to assist participants with information and transactions under the Plan(s).
- 2.6 **Aggregation of Data:** TSA will assist the Plan Sponsor with the development and execution of agreements between the Plan Sponsor and each investment product provider under the Plan(s) regarding the sharing and aggregation of participant data necessary to facilitate recordkeeping and administration duties for the Plan(s). TSA will exercise its best efforts to cooperate with each provider that maintains participant accounts under the Plan(s) that are subject to the recordkeeping requirements of applicable Internal Revenue Service regulations, rulings and procedures.
- 2.7 **Plan Sponsor Reports:** TSA will prepare Plan reports as necessary for the Plan Sponsor including, yet not limited to, contribution auditing and excess contribution corrections.
- 2.8 **Technical Assistance:** TSA will provide technical and consulting assistance to the Plan Sponsor upon request and under terms mutually agreeable between TSA and the Plan Sponsor.
- 2.9 **Other Assistance:** TSA will provide other assistance to the Plan Sponsor upon mutual agreement between both parties.

- 3.0 **Responsibilities of the Plan Sponsor.** Plan Sponsor acknowledges that it is responsible for the following:
- 3.1 **Plan and Participant Data:** Plan Sponsor will provide all necessary plan and participant data required by TSA to accomplish proper plan administration duties including, yet not limited to, plan documents, policies and procedures, contribution history and all other data as may be reasonably requested by TSA.
- 3.2 **Fee Billing and Payment:** Plan Sponsor agrees that TSA will charge fees for its services in accordance with the Plan Administration Fee Schedule below. The fee schedule shall remain in effect for a term identical to the term of the Plan Administration Agreement in effect between TSA and the Plan Sponsor, under which TSA is providing recordkeeping services. Any changes to the fee schedule will subject to mutual agreement between TSA and the Plan Sponsor and require notice of at least sixty (60) days prior to the change effective date.
- 4.0 **Miscellaneous.**
- 4.1 **Termination:** Plan Sponsor or TSA may terminate this agreement at any time upon sixty (60) days prior written notice to the other party. TSA agrees to deliver to the Plan Sponsor or its designee, all records reasonably necessary for the continuing recordkeeping of the Plan.
- 4.2 **Notices:** Notices or other communications given pursuant to this agreement shall be hand delivered, mailed by first class mail service, addressed as follows, or as changed by notice:
- a) To TSA: TSA Consulting Group, Inc.
15 Yacht Club Drive NE
Fort Walton Beach, FL 32548
- b) To Plan Sponsor: East Stroudsburg Area School District
~~321 North Courtland Street~~
50 Vine Street
East Stroudsburg, PA 18301
- 4.3 **Entire Agreement: Supplements and Amendments.** This agreement generally constitutes the entire agreement between the parties, merging all prior presentations, discussions and negotiations. It may be modified by additional letter or other written agreements executed by each party contemporaneously with this agreement, which may modify its provisions or meanings. It may be further supplemented, but not modified, by TSA from time to time with written procedures that provide a description of the ordinary processes for the parties to fulfill their obligations hereunder, which shall not exclude extraordinary processing in appropriate situations that produces comparable results. Finally, this agreement may be amended at any time, but only by written agreement signed by all parties hereto.
- 4.4 **Assignment:** Some or all of the rights and duties of TSA hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of TSA may be performed by others under subcontract, without the release of TSA for responsibility for such services. Otherwise, no party may assign this agreement nor any rights or duties hereunder without the prior written consent of the other party.
- 4.5 **Governing Law:** Except to the extent governed by federal law, this agreement shall be governed by and constructed according to the laws of the state where Plan Sponsor's principal office resides.

PLAN ADMINISTRATION FEE SCHEDULE

Plan Sponsor hereby agrees that TSA, in remuneration for administrative and recordkeeping services for the Plan(s) indicated in the Administrative Services Agreement and dated August 1, 2013 shall be entitled to collect the following fees from the Plan Sponsor and/or each authorized investment product provider under the plan:

PLAN SPONSOR FEES:

Plan Sponsor fees are designated in the above referenced Administrative Services Agreement between Plan Sponsor and TSA.

INVESTMENT PRODUCT PROVIDER FEES:

Recordkeeping – (Per Participant * Account) \$0.00 per year billed monthly

Estimated Billing Effective Date**: September 1, 2013

*"Participant" is defined as any individual that maintains one or more accounts with assets under the Plan

**The "Billing Effective Date" will be the billing cycle that is at least 30 days following the execution date of the Plan Administration Fee Schedule (i.e., a January 15 execution date would trigger a March 1 billing date).

Required Provider Fees: Plan Sponsor further agrees and stipulates that each authorized investment product provider is required to pay the fees described herein directly to TSA unless otherwise modified by the Plan Sponsor upon notice to the investment product provider. Each authorized provider must agree to the fee schedule set forth herein as a condition of participation under the Plan(s).

Method of Payment: Investment Product Providers shall remit the fees described herein in a timely manner and according to a reasonable method of remittance as determined by TSA.

Basis for Invoicing – Provider Fees: TSA shall bill each Investment Product Provider monthly according to the number of participants that maintain one or more accounts under the Plan. The actual number of participant accounts will be determined according to the participant data files generated by the Provider as required under the Investment Provider Service Agreement between the Plan Sponsor and the Provider.

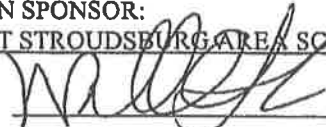
Provider Discretion – Investment Product Pricing: The Plan Sponsor intends to maintain a high quality array of investment products and providers under the Plan for the benefit of participants. Plan Sponsor recognizes and agrees that Providers have sole discretion regarding the pricing of their investment products and the generation of revenue models sufficient to offset expenses related to participation in the Plan Sponsor Plan.

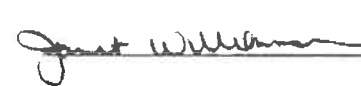
Plan Sponsor Reports: TSA shall be responsible for submitting reports to the Plan Sponsor regarding fees assessed to and collected from Investment Product Providers. TSA shall not attempt to collect any fees from Investment Product Providers other than those expressed in this fee schedule.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representatives.

PLAN SPONSOR:
EAST STROUDSBURG AREA SCHOOL DISTRICT

ADMINISTRATOR:
TSA CONSULTING GROUP, INC.

By: 
Title: William Searfoss, Board President

By: 
Title: VP, Chief Operations Officer

Execution Date: 7/16/13

EXHIBIT A-3 EPARS Subscription Agreement - Section I

TSA Consulting Group Inc. is owner of a software product known as Electronic Process for Automated Remittance Services or "EPARS," which, among other things as of the date set forth on the Adoption Form, is designed to support and facilitate: (i) the input and transmittal of Employer and/or Participant Data, and (ii) the transfer of Employer and/or Participant Contribution Remittances through banking institutions as regulated by the Federal Reserve System, as licensed pursuant to this Schedule.

1. **Definitions** The following definitions are used in this Schedule as defined below:

"Subscription Adoption Agreement" shall mean Section II outlining the specific administrative guidelines selected by the Licensee with regard to the transmission of Employer and Participant Data and Contribution Remittances to Authorized Provider Companies, error correction and transaction fees applicable to the Authorized Provider Companies and/or the Licensee.

"Authorized Provider Companies" shall mean any organization authorized by the Employer to provide products and/or services pursuant to an established Employer benefit program.

"Bank Transfer Agent" shall mean the bank listed in section 8 below, "Bank Transfer Agent" and subsequently responsible for the transfer of data and funds received from the Licensee to Authorized Provider Companies.

"Contribution Remittances" shall mean monetary employer contributions and/or employee contributions to Authorized Provider Companies or payments to Designated Entities.

"Designated Entities" shall mean any person, organization or governmental agency to whom the Licensee or Employee is bound by authorization or legal order to remit payments.

"Employer Data" shall mean information specific to the Licensee and pertinent to the accurate remittance of Employer or Participant remittances.

"Licensee" shall mean the Employer/User of the EPARS software product.

"Participant" shall mean the Employee for whom payroll deduction or reduction remittances are processed or for whom Employer Contribution Remittances are made.

"Participant Data" shall mean information specific to the Participant and pertinent to the accurate remittance of Employer or Participant remittances.

"Transaction" shall mean any transmission initiated by the Employer via EPARS in which a Contribution Remittance and Employer and Participant Data is delivered to an Authorized Provider Company.

2. **Restrictions on Use** Licensee shall only use the Licensed Materials for its own internal business purposes. Without derogating the generality of the foregoing, (i) Licensee shall not use or allow others to use the Licensed Materials in a multiple-use arrangement or as a part of a service bureau without the prior written consent of TSA Consulting Group, Inc.

3. **Licensee's Obligations**

- a) Licensee is obligated to abide by the EPARS Adoption Agreement provisions selected by the Licensee during the term of the Subscription Agreement.
- b) The Licensee acknowledges that the provisions of the Adoption Agreement must be congruent with the policies and guidelines established for the employee benefit programs supported by EPARS.
- c) The Licensee acknowledges the role and responsibilities of TSA Consulting Group to install and maintain the EPARS software for the Licensee and the need for the Licensee to communicate changes regarding Authorized Provider Companies or bank relationships to TSA Consulting Group on a timely basis.
- d) The Licensee acknowledges the need to communicate with both TSA Consulting Group and Authorized Provider Companies regarding the resolution of errors or omissions that may occur during the Licensee's preparation and submission of Employer and Participant Data or the application of the Employer and Participant Data by the Authorized Provider Company.

4. **Licensed Software Limitations** Neither TSA Consulting Group nor the Bank Transfer Agent guarantees that remittances will be credited to participant accounts within any specified period of time after transfer of the data and funds to Authorized Provider Companies. Licensee acknowledges the role and responsibilities of the Licensee with respect to the use of EPARS and the preparation of Employer and Participant Data and the role and responsibilities of the Authorized Provider Companies regarding the proper application of data and funds transferred using EPARS.

5. **Use of Licensed Software** Licensee will use the Licensed Software to submit Employer and Participant Data to the Bank Transfer Agent and Authorized Provider Companies. Licensed Software is intended to allow the Licensee to transfer bundled Employer and Employee Data via a secure Internet site to Authorized Provider Companies. The Licensed Software will separate Employer and Participant Data and transfer said Data specific to each Authorized Provider Company. The Licensed Software will also allow the Licensee to provide instructions to the Bank Transfer Agent regarding funds transfer to each specific Authorized Provider Company.

6. **Compliance with Law** Licensee understands that it is responsible for complying with any applicable federal, state or local statutes, regulations or ordinances governing or regulating the remittance of Employer and Participant Data and Contributions.

7. **Recordkeeping** Licensee acknowledges and agrees that it may be required to maintain records of certain data pursuant to federal or state laws and regulations. Licensee understands and agrees that: (i) it bears sole responsibility for such obligation; (ii) it may need to download data into its own systems storage facilities or print out hard copies of such data from the Licensed Software in order to generate or obtain information necessary to meet such recordkeeping requirements; and (iii) in no event will TSA Consulting Group be responsible for maintaining any such data for Licensee. TSA Consulting Group will make every reasonable attempt to assist the Licensee in the maintenance and retrieval of records pertaining to Employer and Participant Data and Contribution Remittances.

8. **Bank Transfer Agent** TSA Consulting Group, Inc. assumes sole responsibility for the maintenance of EPARS. Therefore, the Bank Transfer Agent may be changed at any time as deemed necessary by TSA Consulting Group, Inc to ensure the proper function and viability of EPARS. Notice of any changes shall be forwarded to the Employer and Authorized Provider Company at least 30 days prior to the effective date of any changes.

Designated Bank Transfer Agent

Wells Fargo, N. A.
Treasury Services Department
225 Water Street, 2nd Floor FL0120
Jacksonville, FL 32202

9. **Restrictions** Licensee shall not directly, or permit others to: (i) disassemble, decompile or otherwise derive source code from the Licensed Software; (ii) reverse engineer the Licensed Software or the services; (iii) copy the Licensed Software; (iv) use the Licensed Software or services in any manner that infringes the intellectual property or other rights of another party; or (v) transfer the Licensed Software or any copy thereof or access to the Services to another party without the express prior written consent of TSA Consulting Group.
10. **Term and Termination** This Agreement is effective upon the Licensee's assent to its terms and conditions and shall continue for the period agreed upon by the Licensee and TSA Consulting Group. This Agreement may be modified, amended only by a written amendment signed by both parties hereto. This Agreement may be terminated, without cause, by either party upon 60 days written notice to the other party. No modification, amendment, or termination of this Agreement shall affect the liability of either party incurred prior to such event.
11. **Assignment** Some or all of the rights and duties of TSA hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of TSA may be performed by others under subcontract, without the release of TSA for responsibility for such services. Otherwise, no party may assign this agreement nor any rights or duties hereunder without the prior written consent of the other party.
12. **Confidentiality** All data processed through EPARS is considered confidential, including, without limitation, the information pertaining to the Licensed Software. The Licensee and TSA Consulting Group agree to hold all data and information in confidence both during the term of this Agreement and thereafter. The parties further agree, unless required by law, not to make data or information available in any form to any third party for any purpose other than the implementation of this Agreement.
13. **Survival** If any provision of this agreement shall be held or declared to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provisions shall not affect any other provision of this agreement, and the remainder of this agreement shall continue in full force and effect as though such provisions had not been contained in this agreement. If the scope of any provision in this agreement is found to be too broad to permit enforcement of such provision to its fullest extent, the parties consent to judicial modification of such provision and enforcement to the maximum extent permitted by law. Any provisions of this Agreement that contemplate their continuing effectiveness, including, without limitation, Sections 4, 6, 7, 8, 9 and 11 shall survive any termination of this Agreement.

EXHIBIT A-3.1 EPARS Subscription Adoption Agreement – Section II

The Agreement (Agreement) sets forth the administrative guidelines selected by the Licensee with regard to the transmission of Employer and Participant Data and Contribution Remittances to Authorized Provider Companies (APC), error correction and transaction fees applicable to the Authorized Provider Companies and/or the Licensee.

I. Licensee: Name: East Stroudsburg Area School District
Address: 50 Vine Street
~~321 North Courthand Street, East Stroudsburg, PA 18301~~

EPARS Guidelines:

A. Transmission of Employer and Participant Data

The Licensee requires Authorized Provider Companies to accept data in the following manner(s):

- EPARS transmission to APC secure File Transfer Protocol (FTP) site.
- APC retrieval of Data from EPARS secure FTP site.
- Encrypted e-mail or attachment to data transmitted to APC.

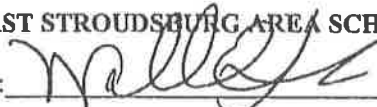
Contribution Remittance/ Funds Transmittal Requirements

The Licensee requires Authorized Provider Companies to accept Contribution Remittance Funds in one of the following methods:

- ACH transfers of funds to APC bank. (Direct Deposit) and/or
- Paper check mailed to APC via regular mail (Digital Signature Required)

- Plan Sponsor elects to implement EPARS
- Plan Sponsor elects to postpone implementation of EPARS indefinitely.

EAST STROUDSBURG AREA SCHOOL DISTRICT

By: 

Name: William Searfoss

Title: Board President

Date: 7/15/13

EXHIBIT B

In accordance with the Agreement between TSA and the East Stroudsburg Area School District, the following information and services will be provided by the Plan Sponsor to TSA;

1. All available data necessary to complete the services provided by TSA as outlined in Exhibits A-1, A-2, A-2.1, A-3 and A-3.1. Such data shall include, yet not be limited to, Plan Sponsor policies and procedures regarding all qualified plans offered by the Plan Sponsor, participating vendor information, employee data pertinent to MAC calculations to the extent possible for current and prior years' service, and all additional information deemed necessary to complete the scope of work as defined by the Agreement. Data required for MAC calculations shall be supplied electronically by the Plan Sponsor in a format mutually agreed upon by both parties to the Agreement.
2. Distribution of all employee and worksite materials on a timely basis
3. All other appropriate, commonly accepted, efforts necessary to develop and maintain compliance with existing or amended Internal Revenue Codes regarding the retirement plans offered by the Plan Sponsor.
4. The Plan Sponsor shall require all providers of investment products and services to the retirement plans to cooperate with TSA by providing any information needed to complete the terms of this Agreement.
5. The Plan Sponsor shall instruct staff to cooperate fully with TSA regarding the compliance review and in obtaining all necessary information for TSA to complete the duties described in this Agreement. The Plan Sponsor realizes that any delay in providing data and information to TSA may impede completion of services as described in this Agreement.

EXHIBIT C

BASIS OF REMUNERATION: Annual compensation for services provided by TSACG subject to the Agreement shall be invoiced at stated rate including an initial setup fee in the first year.

Standard Fees for all services listed in the Compliance Edge® Program:

**Comprehensive Program - The Compliance Edge®
Total Cost of basic services**

- All services described in Exhibit A of this contract-

\$2.00 per month, per contributing participant, billed monthly to the Plan Sponsor

Number of contributing participants will be determined monthly by the most recent data furnished to TSA Consulting Group, Inc. by the Plan Sponsor.

All services shall be billed monthly beginning September 1, 2013 at the equivalent rates shown above. Fees described above are based on total number of employees for this employer. Rates for larger or smaller groups may vary according to current published rate schedules established by TSACG.

EAST STROUDSBURG AREA SCHOOL DISTRICT

TSA CONSULTING GROUP, INC.

By: 

By: 

Name: William Searfoss

Name: Janet Williamson

Title: Board President

Title: VP, Chief Operations Officer

Date: 7/15/13

Date: 7.18.13

RHOADS & SINON LLP

Jonathan W. Cox

ph (717) 231-6605
fx (717) 260-4405
jcox@rhoads-sinon.com

Reply to Harrisburg Office

FILE NO: 2351/57

July 14, 2014

Re: East Stroudsburg Area School District
Monroe and Pike Counties, Pennsylvania
General Obligation Bonds

Mr. Jeffrey Bader, Business Manager
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

VIA EMAIL: jeffrey-bader@esasd.net

Dear Jeff:

For the School District to authorize and secure new general obligation bonds to finance the refunding project, the Board must first undertake debt proceedings for review by the Pennsylvania Department of Community and Economic Development, and incur nonelectoral debt evidenced by three new series of general obligation bonds.

The procedure for incurring nonelectoral debt is governed by the Pennsylvania Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82. The Board must adopt these Resolutions authorizing the maximum parameters of the new bonds in accordance with the Debt Act. Section 8003 of the Debt Act provides that prior to the adoption of the Resolutions authorizing the debt, the issuer is required to advertise its intention to adopt the Resolutions at least three days and not more than 30 days prior to the date the Resolutions will be adopted. The Notices evidencing the intent to adopt the Resolutions is required to be advertised at least one time in a newspaper published or of general circulation in the School District. The Notices, copies of which are attached, have been placed for advertisement on Wednesday, July 16, 2014, in The Pocono Record.

The Notices state, as required by the Debt Act, that the Resolutions are available for public inspection at the School District's business office. In order that the inspection requirement be fulfilled, we have prepared draft Resolutions which are attached.

Please make copies of the Resolutions available for public inspection, and distribute them to Board members as you deem appropriate. We will summarize the Resolutions at the July 21,

One South Market Square, 12th Floor • P.O. Box 1146 • Harrisburg, PA 17108-1146 • ph: 717.233.5731
29 Dowlin Forge Road • Exton, PA 19341 • ph: 610.423.4200 • fax: 610.423.4201

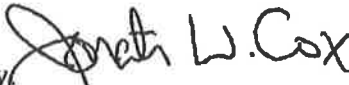
July 14, 2014
Page 2

2014 School Board meeting. We will also bring documents that require signatures and sealing (and in one case notarization) that can be mailed to me within a few days following the meeting.

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

Very truly yours,

RHOADS & SINON LLP

By: 
Jonathan W. Cox

JWC/sad

Enclosures

cc/enc: Thomas F. Dirvonas, Esquire (via email: tom@dirvonas.com)
Chris Brown, Esquire (via email: chris@dirvonas.com)
Ms. Jamie Doyle, Public Financial Management (via email: doylej@pfm.com)

**EAST STROUDSBURG AREA SCHOOL DISTRICT,
Monroe and Pike Counties, Pennsylvania**

RESOLUTION

INCURRING NONELECTORAL DEBT TO BE EVIDENCED BY ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF EIGHTEEN MILLION DOLLARS (\$18,000,000), TO PROVIDE FUNDS TO CURRENTLY REFUND THE SCHOOL DISTRICT'S OUTSTANDING: (1) GENERAL OBLIGATION NOTES, SERIES A OF 2004; (2) GENERAL OBLIGATION BONDS, SERIES OF 2009; AND (3) GENERAL OBLIGATION BONDS, SERIES A OF 2009; AND PAY RELATED COSTS; ACCEPTING A PROPOSAL FOR PURCHASE OF THE BONDS; SETTING FORTH THE PARAMETERS, SUBSTANTIAL FORM OF, AND CONDITIONS TO, ISSUING THE BONDS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THIS SCHOOL DISTRICT TO SECURE THE BONDS; PROVIDING FOR REDEMPTION AND RETIREMENT OF SAID GENERAL OBLIGATION NOTES, SERIES A OF 2004, GENERAL OBLIGATION BONDS, SERIES OF 2009, AND GENERAL OBLIGATION BONDS, SERIES A OF 2009; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND APPROVING RELATED DOCUMENTS AND ACTIONS.

WHEREAS, East Stroudsburg Area School District, in Monroe and Pike Counties, Pennsylvania (the "School District"), is a school district of the Commonwealth of Pennsylvania (the "Commonwealth"), a "Local Government Unit" within the meaning of the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Debt Act"), and is governed by its Board of School Directors (the "School Board"); and

WHEREAS, The School Board, by its resolution adopted on October 18, 2004 (the "2004 A Notes Enabling Resolution"), authorized and secured the issuance of its General Obligation Notes, Series A of 2004, dated as of November 1, 2004, in the original aggregate principal amount of \$8,700,000 (the "2004 A Notes"), for purposes described in the 2004 A Notes Enabling Resolution; and

WHEREAS, The Department of Community and Economic Development (the "Department") of the Commonwealth approved the proceedings of this School District related to the increase of nonelectoral indebtedness evidenced in part by the 2004 A Notes, which approval of the Department was evidenced by Certificate of Approval No. GOB-11734, dated November 5, 2004; and

WHEREAS, The School Board, by its resolution adopted on July 20, 2009 (the "2009 Bonds Enabling Resolution"), authorized and secured the issuance of its General Obligation Bonds, Series of 2009, dated as of August 15, 2009, in the original aggregate principal amount of \$3,660,000 (the "2009 Bonds"), for purposes described in the 2009 Bonds Enabling Resolution; and

WHEREAS, The Department of the Commonwealth approved the proceedings of this School District related to the increase of nonelectoral indebtedness evidenced in part by the 2009 Bonds, which approval of the Department was evidenced by Certificate of Approval No. GOB-17167, dated August 25, 2009; and

WHEREAS, The School Board, by its resolution adopted on September 21, 2009 (the "2009 A Bonds Enabling Resolution"), authorized and secured the issuance of its General Obligation Bonds, Series A of 2009, dated as of October 26, 2009, in the original aggregate principal amount of \$15,015,000 (the "2009 A Bonds"), for purposes described in the 2009 A Bonds Enabling Resolution; and

WHEREAS, The Department of the Commonwealth approved the proceedings of this School District related to the increase of nonelectoral indebtedness evidenced in part by the 2009 A Bonds, which approval of the Department was evidenced by Certificate of Approval No. GOB-17222, dated October 20, 2009; and

WHEREAS, The School Board has determined to currently refund and retire all of the outstanding aggregate principal amounts of the 2004 A Notes, 2009 Bonds, and 2009 A Bonds (collectively, the "Refunded Bonds"), as described in a refunding report (the "Refunding Report") prepared for this School District by Public Financial Management, Inc. (the "Financial Advisor"), at such time as the present value of the debt service savings to this School District resulting from refunding the Refunded Bonds, after using proceeds of the Bonds to pay the costs of issuing the Bonds, and accounting for reduced state reimbursement as a result of retiring the Refunded Bonds, equals at least 2.0% of the aggregate principal amount of the Refunded Bonds being retired (the "Required Savings"); and

WHEREAS, The School Board contemplates the authorization, sale, issuance and delivery of one or more series of general obligation bonds, from time to time, in the maximum aggregate principal amount of Eighteen Million Dollars (\$18,000,000) (the "Bonds"), to undertake the current refunding of the Refunded Bonds, and to pay the costs and expenses of issuance of the Bonds (the "Project"), all in accordance with the Debt Act; and

WHEREAS, The School Board has considered the possible manners of selling the Bonds, provided for in the Debt Act, at public sale or private sale, by negotiation; and

WHEREAS, The School Board has determined that the Bonds: (a) shall be offered at private sale by negotiation; and (b) shall be offered for sale at a net purchase price of not less than 95.0% nor more than 110% of the aggregate principal amount of the Bonds issued (including underwriting discount and original issue discount and/or premium), plus accrued interest (the "Purchase Price"); and

WHEREAS, A "Proposal for the Purchase of Bonds", dated July 21, 2014 (the "Proposal"), has been received from the Financial Advisor, containing the financial parameters for, and conditions to, the underwriting and issuance of the Bonds (the "Bond Parameters"), which will be supplemented by an addendum to the Proposal (the "Addendum") containing the final terms and identify the purchaser of the Bonds (the "Purchaser"), consistent with the Bond Parameters; and

WHEREAS, The School Board desires to accept the Proposal, to award the sale of the Bonds, to authorize the issuance of nonelectoral debt, and to take appropriate action and to authorize proper things, all in connection with the Project, and all in accordance with the Debt Act; and

WHEREAS, The School Board shall select one or more banks or trust companies (the "Paying Agent"), having a corporate trust office in Pennsylvania, to serve as the paying agent, sinking fund depository, and registrar for the Bonds.

NOW, THEREFORE, BE IT RESOLVED, by the School Board, as follows:

SECTION 1. The School Board hereby authorizes the issuance of the Bonds pursuant to this Resolution, in accordance with the Debt Act, to undertake the Project. Rhoads & Sinon LLP is retained by this School District as its bond counsel in connection with the issuance of the Bonds.

SECTION 2. The School Board finds that it is in the best financial interests of this School District to sell the Bonds at private sale by negotiation and determines that the debt to be incurred pursuant to this Resolution shall be nonelectoral debt.

SECTION 3. The Project is authorized under Section 8241(b)(1) (reduction in total debt service over the life of the issue) of the Debt Act. The projects originally financed or refinanced by the 2004 A Notes have a useful life of at least 5 years, by the 2009 Bonds have a useful life of at least 9 years, and by the 2009 A Bonds have a useful life of at least 8 years. The first maturity of principal of the Bonds will not be deferred beyond two years from the issue date of the Bonds.

SECTION 4. The Bonds shall be awarded to the Purchaser in accordance with terms and conditions of the Proposal, including the Purchase Price. The School District's Business Manager or Superintendent is hereby authorized to approve the final terms and conditions of the Bonds, and the Addendum to be presented by the Financial Advisor, within the Bond Parameters. The Addendum so approved shall be executed and delivered by the President or Vice President of the School Board and included as a part of the Proposal accepted by this Resolution.

SECTION 5. The Bonds, when issued, will be general obligation bonds of this School District.

SECTION 6. The Bonds shall be issuable, from time to time, as one or more series, as fully registered bonds, in denominations of \$5,000 principal amount or any integral multiple thereof.

Each of the Bonds shall bear interest from the interest payment date next preceding the date of registration and authentication of such bond, unless: (a) such bond is registered and authenticated as of an interest payment date, in which event such bond shall bear interest from said interest payment date; or (b) such bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event such bond shall bear interest from such interest payment date; or (c) such bond is registered and authenticated on or prior to the Record Date next preceding the first interest payment date, in which event such bond shall bear interest from the dated date of the Bonds; or (d) as shown by the records of the Paying Agent, interest on such bond shall be in default, in which event such bond shall bear interest from the date to which interest was last paid on such bond. Interest on each of the Bonds shall be payable initially on a date selected by the School District, and thereafter, semiannually, until the principal sum thereof is paid or provision for payment thereof duly has been made. Except as to distinguishing series or subseries, numbers, denominations, interest rates and maturity dates, the Bonds and the Paying Agent's certificates of authentication shall be substantially in the forms and shall be of the tenor and purport hereinafter set forth, with insertions and variations (including CUSIP numbers) approved by this School District, the Purchaser and the Paying Agent, as may be appropriate for different series, subseries, denominations and maturity dates.

Principal, premium, if any, and interest with respect to the Bonds shall be payable in lawful money of the United States of America.

The principal of and premium, if any, on the Bonds shall be payable to the registered owners thereof or their transferees, upon presentation and surrender of the Bonds at the place or places set forth in the Bonds. Payment of interest on the Bonds shall be made by check mailed to the registered owners thereof whose names and addresses appear at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date") on the registration books maintained by the Paying Agent on behalf of this School District, irrespective of any transfer or exchange of any Bonds subsequent to the Record Date and prior to such interest payment date, unless this School District shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the persons in whose names the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent on behalf of this School District to the registered owners of the Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or interest on any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized or required by law or executive order to close, then the date for payment of such principal or interest shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required to close, and payment on

such date shall have the same force and effect as if made on the nominal date established for such payment.

SECTION 7. Registration of the transfer of ownership of Bonds shall be made upon surrender of any of the Bonds to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of any of the Bonds in the registration books and shall authenticate and deliver, at the earliest practicable time, in the name of the transferee or transferees, a new fully registered bond or bonds of authorized denominations of the same series, maturity and interest rate for the aggregate principal amount that the registered owner is entitled to receive. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same series, maturity and interest rate.

SECTION 8. This School District and the Paying Agent shall not be required to register the transfer of or exchange any of the Bonds then considered for redemption during the period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of such Bonds to be redeemed and ending at the close of business on the day of mailing of the notice of redemption, as hereinafter provided, or to register the transfer of or exchange any portion of any of the Bonds selected for redemption in whole or in part until after the redemption date.

SECTION 9. This School District and the Paying Agent may deem and treat the persons in whose names the Bonds shall be registered as the absolute owners thereof for all purposes, whether such Bonds shall be overdue or not, and payment of the principal of, premium, if any, and interest on the Bonds shall be made only to or upon the order of the registered owners thereof or their legal representatives, but registration of a transfer of ownership may be made as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds, to the extent of the sum or sums so paid, and neither this School District nor the Paying Agent shall be affected by any notice to the contrary.

SECTION 10. This School District shall cause to be kept, and the Paying Agent shall keep, books for the registration, exchange and transfer of Bonds in the manner provided herein and therein so long as Bonds shall remain outstanding. Such registrations, exchanges and transfers shall be made without charge to bondholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

SECTION 11. The Bonds shall bear interest, and a Purchase Price resulting in yield(s) to maturity, and principal shall mature or be payable upon mandatory sinking fund redemptions, in the maximum annual amounts, and in the fiscal years set forth in **Exhibit A** attached hereto and made a part hereof.

SECTION 12. The Bonds may be subject to optional redemption by this School District prior to maturity, on such date or dates and under such terms as may be determined in the manner described in Section 4 hereof. The Bonds may be subject to mandatory redemption

prior to maturity, determined in the manner described in Section 4 hereof, not in excess of any of the annual principal payment amounts set forth in **Exhibit A** hereof.

SECTION 13. This School District appoints the Paying Agent as the paying agent with respect to the Bonds and directs that the principal of, premium, if any, and interest on the Bonds shall be payable at a designated corporate trust office of the Paying Agent, in lawful money of the United States of America.

SECTION 14. The form of the Bonds, including the form of Assignment and the form of the Paying Agent's Certificate, shall be substantially as set forth in **Exhibit B**, which is attached hereto and made part hereof, with appropriate insertions, omissions and variations.

SECTION 15. The Bonds shall be executed in the name of and on behalf of this School District by the manual or facsimile signature of the President or Vice President of the School Board, and the official seal or a facsimile of the official seal of this School District shall be affixed thereto and the manual or facsimile signature of the Secretary or Assistant Secretary of the School Board shall be affixed thereto in attestation thereof; and said officers are authorized to execute and to attest the Bonds.

SECTION 16. No bond constituting one of the Bonds shall be entitled to any benefit under this Resolution nor shall it be valid, obligatory or enforceable for any purpose until such bond shall have been registered and authenticated by the Certificate of Authentication endorsed thereon duly signed by the Paying Agent; and the Paying Agent is authorized to register and authenticate the Bonds in accordance with the provisions hereof.

SECTION 17. This School District covenants to and with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, pursuant to this Resolution, that this School District shall: (i) include the amount of the debt service on the Bonds, for each fiscal year of this School District 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 the Sinking Fund (hereinafter identified) or any other of its revenues or funds the principal of and interest on each of the Bonds at the dates and places and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, this School District shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in the Debt Act, the foregoing covenant of this School District shall be specifically enforceable.

SECTION 18. There is created, pursuant to the requirements of the Debt Act, a sinking fund for the Bonds (the "Sinking Fund") including, if applicable, multiple series, or a mandatory sinking fund. The Sinking Fund shall be administered in accordance with applicable provisions of the Debt Act.

SECTION 19. This School District appoints the Paying Agent as the sinking fund depository with respect to the Sinking Fund.

SECTION 20. This School District covenants to make payments out of the 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 all obligations of the Bonds when due.

SECTION 21. The School Board hereby authorizes the preparation of a Preliminary Official Statement for use in the marketing of the Bonds and authorizes the Superintendent of the School District to approve the form of such Preliminary Official Statement and a final Official Statement with respect to the Bonds of the School District, with such insertions and amendments as shall be necessary or appropriate to reflect the final terms and provisions of the Bonds, the accepted Proposal and this Resolution. The President of the School Board shall affix his or her signature to the Official Statement, as such officer, and such execution of the Official Statement shall constitute conclusive evidence of the approval of the Official Statement by the School Board.

SECTION 22. Following the acceptance of the final terms and conditions of the Bonds and Addendum as described in Section 4, the President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed, as required, necessary and/or appropriate: (a) to prepare, to certify and to file with the Department the debt statement required by the Debt Act; (b) to prepare and to file with the Department any statements required by the Debt Act that are necessary to qualify all or any portion of the debt of this School District that is subject to exclusion as self-liquidating or subsidized debt for exclusion from the appropriate debt limit of this School District as self-liquidating or subsidized debt; (c) to prepare and to file the application with the Department, together with a complete and accurate transcript of the proceedings for the required approval relating to the debt, of which debt the Bonds, upon issue, will be evidence, as required by the Debt Act; (d) to pay or to cause to be paid to the Department all proper filing fees required in connection with the foregoing; and (e) to take other required, necessary and/or appropriate action.

The School Board also authorizes and directs that an appropriate borrowing base certificate be prepared for filing with the Department as required by the Debt Act following the acceptance of the final terms of the Bonds as described above. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are hereby authorized to prepare and to execute, or to authorize the auditors of this School District to prepare and to execute, such borrowing base certificate.

SECTION 23. If applicable, as determined from the Proposal, the School Board authorizes and directs the purchase of municipal bond insurance with respect to the Bonds. The officers and agents of this School District are authorized and directed to take all required, necessary and/or appropriate action with respect to such insurance, as contemplated in the Proposal, including the payment of the premium for such insurance.

SECTION 24. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed to contract with the Paying Agent for its services as paying agent for the Bonds and as sinking fund depository in connection with the Sinking Fund established for the Bonds.

SECTION 25. It is declared that the debt to be incurred hereby, together with any other indebtedness of this School District, is not in excess of any limitation imposed by the Debt Act upon the incurring of debt by this School District.

SECTION 26. The officers and agents of this School District are authorized to deliver the Bonds and to authorize payment of all costs and expenses associated with issuance of the Bonds as provided for in the Proposal, but only after the Department has certified its approval pursuant to the provisions of the Debt Act or at such time when the filing authorized to be submitted to the Department pursuant to the Debt Act shall be deemed to have been approved pursuant to applicable provisions of the Debt Act.

SECTION 27. This School District covenants to and with the Purchaser (or any portion thereof intended to be exempt from federal taxation) that it will make no use of the proceeds of such Bonds, or of any other obligations deemed to be part of the same "issue" as any portion of such Bonds under applicable federal tax regulations, that will cause such Bonds to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) and Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations implementing said Sections that duly have been published in the Federal Register or any other regulations implementing said Sections, and this School District further covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on such Bonds.

This School District further covenants to and with the Purchaser that it will make no use of the proceeds of the Bonds, of the proceeds of any other obligations deemed to be part of the same "issue" as the Bonds under applicable federal tax regulations, or of any property or facilities financed with the proceeds of the Bonds or of any such other obligations deemed to be part of the same "issue" as the Bonds, that will cause the Bonds to be or become "private activity bonds" within the meaning of Section 141 of the Code and the regulations implementing said Sections that duly have been published in the Federal Register, and this School District further covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on the Bonds.

SECTION 28. This School District does hereby authorize the optional redemption of the Refunded Bonds to be refunded, on the earliest date authorized by the 2004 A Notes, the 2009 Bonds, and the 2009 A Bonds (the "Redemption Date"), in accordance with the rights and privileges reserved to this School District in the Refunded Bonds, and as described in the Addendum.

Proper officers of the School Board are hereby authorized and directed to give irrevocable instructions to the paying agent and bond registrar for the Refunded Bonds to redeem the Refunded Bonds in accordance with this election of the School Board, following the acceptance of the final terms and conditions of the Bonds and Addendum as described in section 4 hereof.

This School District, simultaneously with delivery of the Bonds to the Purchaser, shall enter into a bond retirement agreement or an escrow agreement (each a "Bond Retirement Agreement") with the paying agent of the applicable Refunded Bonds (each an "Escrow Agent"),

acting as escrow agent for such Refunded Bonds. The Bond Retirement Agreement shall provide for a deposit of Bond proceeds into one or more escrow accounts with the Escrow Agent sufficient to pay the debt service due on such Refunded Bonds through the applicable Redemption Date. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed to execute, to attest, and to seal, as appropriate, and to deliver such Bond Retirement Agreement simultaneously with such delivery of the Bonds. The School District approves the Bond Retirement Agreement in form satisfactory to the Solicitor and Bond Counsel for this School District and as shall be approved by the officers of the School Board executing the same. Such approval of such officers shall be conclusively presumed to have been given by their execution of the Bond Retirement Agreement.

The President, Vice President or Treasurer of the School Board, or the Superintendent or Business Manager, respectively, of this School District is each hereby authorized and directed to execute and deliver agreements, orders or subscriptions for purchase of United States Treasury Certificates of Indebtedness, Notes or Bonds, State and Local Government Series ("SLGS"), other securities of the United States of America, collateralized certificates of deposit or other investments satisfying the requirements of 53 Pa.C.S. §8250, as described in the Refunding Report, from proceeds of the Bonds and, if applicable, other funds to be deposited under the Bond Retirement Agreement, and to do, to take and to authorize such other acts as shall be necessary or appropriate to provide for retirement of the payment of principal and interest on the Refunded Bonds, as described in the Refunding Report and this Resolution.

The officers and agents of this School District are hereby authorized and directed to take all such actions as may be necessary and appropriate to accomplish the redemption and retirement of the Refunded Bonds.

SECTION 29. The Secretary of the School Board of this School District is hereby authorized and directed to execute and to submit to the Pennsylvania Department of Education, promptly following settlement for the Bonds, the appropriate application and other documents and information necessary to obtain state reimbursement with respect to the debt service on the Bonds (including the filing of the appropriate PLANCON Parts, as applicable).

SECTION 30. This School District shall enter into, and hereby authorizes and directs the President or Vice President of the School Board to execute, a Continuing Disclosure Certificate (the "Certificate") on behalf of this School District on or before the date of issuance and delivery of the Bonds. Such Certificate shall be executed and delivered to satisfy the terms and conditions of the accepted Proposal for sale of the Bonds and Securities and Exchange Commission Rule 15c2-12, and shall be substantially in the form presented to this meeting, which is hereby approved, together with any changes therein made and approved by the executing officer of the School Board, whose execution and delivery thereof shall constitute conclusive evidence of such approval. A copy of the Certificate shall be filed with the Secretary of the School Board and shall be and hereby is made part of this Resolution.

This School District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Certificate. Notwithstanding any other provision of this Resolution, failure of this School District to comply with the Certificate shall not be considered an event of

default with respect to the Bonds; however, any registered owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause this School District to comply with its obligations under this Section and such Certificate.

SECTION 31. The Bonds shall be made available for purchase under a book-entry only system available through The Depository Trust Company, a New York corporation ("DTC"). If applicable, at or prior to settlement for the Bonds, this School District and the Paying Agent shall execute or signify their approval of a Representation Letter in substantially the form on file with DTC (the "Representation Letter"). The appropriate officers of this School District and the Paying Agent shall take such action as may be necessary from time to time to comply with the terms and provisions of the Representation Letter, and any successor paying agent for the Bonds, in its written acceptance of its duties under this Resolution, shall agree to take any actions necessary from time to time to comply with the requirements of the Representation Letter.

SECTION 32. Notwithstanding the foregoing provisions of this Resolution, the Bonds shall initially be issued in the form of one fully-registered bond for the aggregate principal amount of the Bonds of each maturity, and the following provisions shall apply with respect to the registration, transfer and payment of the Bonds:

(a) Except as provided in subparagraph (g) below, all of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds of the same series, interest rate and maturity registered in the name of such nominee or nominees of DTC.

(b) No person other than DTC or its nominee shall be entitled to receive from this School District or the Paying Agent either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof, unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the registration books (the "Register") maintained by the Paying Agent in connection with discontinuing the book-entry system as provided in subparagraph (g) below or otherwise.

(c) So long as any Bonds are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds shall be made to DTC or its nominee in accordance with the Representation Letter on the dates provided for such payments under this Resolution. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of this School District or the Paying Agent with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Paying Agent shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that DTC shall deliver to the Paying Agent, upon request, a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(d) This School District and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to holders of Bonds under this Resolution, registering the transfer of Bonds, obtaining any consent or other action to be taken by holders of Bonds and for all other purposes whatsoever; and neither this School District nor the Paying Agent shall be affected by any notice to the contrary. Neither this School District nor the Paying Agent shall have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the Register as being a registered owner of Bonds, with respect to (1) the Bonds, (2) the accuracy of any records maintained by DTC or any such participant, (3) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the Bonds, (4) any notice which is permitted or required to be given to holders of the Bonds under this Resolution, (5) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Bonds, and (6) any consent given or other action taken by DTC as holder of the Bonds.

(e) So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the holders of such Bonds under this Resolution shall be given to DTC as provided in the Representation Letter.

(f) In connection with any notice or other communication to be provided to holders of Bonds pursuant to this Resolution by this School District or the Paying Agent with respect to any consent or other action to be taken by holders of Bonds, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that this School District or the Paying Agent may establish a special record date for such consent or other action. This School District or the Paying Agent shall give DTC notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(g) The book-entry only system for registration of the ownership of the Bonds may be discontinued at any time if either (1) after notice to this School District and the Paying Agent, DTC determines to resign as securities depository for the Bonds, or (2) after notice to DTC and the Paying Agent, this School District determines that continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of this School District. In either of such events (unless in the case described in clause (2) above, this School District appoints a successor securities depository), the Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of this School District or the Paying Agent for the accuracy of such designation. Whenever DTC requests this School District and the Paying Agent to do so, this School District and the Paying Agent shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

SECTION 33. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the Board of the School District are authorized and directed to

perform such acts as may be necessary to facilitate the settlement for the Bonds and redemption of the Refunded Bonds.

SECTION 34. Any reference in this Resolution to an officer or member of the School Board shall be deemed to refer to his or her duly qualified successor in office, or other authorized representative, if applicable.

SECTION 35. In the event any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of this School District that such remainder shall be and shall remain in full force and effect.

SECTION 36. All resolutions or parts of resolutions, insofar as the same shall be inconsistent herewith, shall be and the same expressly are repealed.

SECTION 37. This Resolution shall be effective in accordance with the Debt Act.

DULY ADOPTED, by the School Board, in lawful session duly assembled, this 21st day of July, 2014.

**EAST STROUDSBURG AREA SCHOOL
DISTRICT, Monroe and Pike Counties,
Pennsylvania**

By: _____
(Vice) President of the Board of
School Directors

ATTEST:

(Assistant) Secretary of the Board of
School Directors

(SEAL)

EXHIBIT A

**EAST STROUDSBURG AREA SCHOOL DISTRICT
Monroe and Pike Counties, Pennsylvania
\$18,000,000 Maximum Aggregate Principal Amount
General Obligation Bonds
Maximum Annual Principal Payment Schedule***

[SEE ATTACHED PAGE]

*Includes principal maturities and mandatory sinking fund redemptions.

EXHIBIT A

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EAST STROUDSBURG AREA SCHOOL DISTRICT
SERIES OF 2014
Step 1 - Maximum Parameters

1	2	3	4	5	6
<u>Date</u>	<u>Max Principal</u>	<u>Max Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>
10/1/2014	240,000	6.000	129,000.00	369,000.00	
4/1/2015			532,800.00	532,800.00	901,800.00
10/1/2015	2,600,000	6.000	532,800.00	3,132,800.00	
4/1/2016			454,800.00	454,800.00	3,587,600.00
10/1/2016	1,820,000	6.000	454,800.00	2,274,800.00	
4/1/2017			400,200.00	400,200.00	2,675,000.00
10/1/2017	1,030,000	6.000	400,200.00	1,430,200.00	
4/1/2018			369,300.00	369,300.00	1,799,500.00
10/1/2018	3,490,000	6.000	369,300.00	3,859,300.00	
4/1/2019			264,600.00	264,600.00	4,123,900.00
10/1/2019	3,595,000	6.000	264,600.00	3,859,600.00	
4/1/2020			156,750.00	156,750.00	4,016,350.00
10/1/2020	2,285,000	6.000	156,750.00	2,441,750.00	
4/1/2021			88,200.00	88,200.00	2,529,950.00
10/1/2021	2,430,000	6.000	88,200.00	2,518,200.00	
4/1/2022			15,300.00	15,300.00	2,533,500.00
10/1/2022	510,000	6.000	15,300.00	525,300.00	
4/1/2023					525,300.00
TOTALS	18,000,000		4,692,900.00	22,692,900.00	22,692,900.00

EXHIBIT B

(FORM OF BOND)

[The following Legend is to be printed on any Bonds registered in the name of The Depository Trust Company or Cede & Co., its nominee: "Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL in as much as the registered owner hereof, Cede & Co., has an interest herein."]

Number

\$

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
COUNTIES OF MONROE AND PIKE
EAST STROUDSBURG AREA SCHOOL DISTRICT
GENERAL OBLIGATION BOND, SERIES OF 2014

INTEREST
RATE

MATURITY
DATE

DATED DATE
OF THE BONDS

CUSIP

%

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS (\$ _____)

EAST STROUDSBURG AREA SCHOOL DISTRICT, in Monroe and Pike Counties, Pennsylvania (the "Issuer"), a school district existing under laws of the Commonwealth of Pennsylvania (the "Commonwealth"), for value received, promises to pay to the order of the registered owner named hereon, or registered assigns, on the maturity date stated hereon, upon presentation and surrender hereof, the principal sum stated hereon, unless this General Obligation Bond, Series of 2014 (the "Bond"), shall be redeemable and duly shall have been called for earlier redemption and payment of the redemption price shall have been made or provided for, and to pay initially on _____, _____, and thereafter semiannually on _____ and _____ of each year, to the registered owner hereof, interest on said principal sum, at the

EXHIBIT B

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rate per annum stated hereon, until said principal sum has been paid or provision for payment thereof duly has been made. Interest on this Bond shall be payable from the interest payment date next preceding the date of registration and authentication of this Bond, unless: (a) this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date; or (b) this Bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event this Bond shall bear interest from such interest payment date; or (c) this Bond is registered and authenticated on or prior to the Record Date next preceding _____, _____, in which event this Bond shall bear interest from _____, _____; or (d) as shown by the records of the Paying Agent (hereinafter defined), interest on this Bond shall be in default, in which event this Bond shall bear interest from the date to which interest was last paid on this Bond. The interest on this Bond is payable by check drawn on _____ (the "Paying Agent"), or its successor. The principal of and premium, if any, on this Bond, when due, are payable upon surrender hereof at the designated corporate trust office of the Paying Agent. Payment of the interest hereon shall be made to the registered owner hereof whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such interest payment date, unless the Issuer shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owner of this Bond not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name this Bond is registered at the close of business on the fifth (5th) day preceding the date of mailing. Principal, premium, if any, and interest with respect to this Bond are payable in lawful money of the United States of America.

This Bond is one of a series of bonds of the Issuer, known generally as "General Obligation Bonds, Series of 2014" (the "Bonds"), all of like date and tenor, except as to numbers, denominations, dates of maturity, rates of interest, and provisions for redemption, in the maximum aggregate principal amount of _____ Dollars (\$_____).

The Bonds have been authorized for issuance in accordance with provisions of the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Debt Act"), of the Commonwealth, and by virtue of a duly adopted resolution (the "Resolution") of the Issuer. The Debt Act, as such shall have been in effect when the Bonds were authorized, and the Resolution shall constitute a contract between the Issuer and registered owners, from time to time, of the Bonds.

The Issuer has covenanted, in the Resolution, to and with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, pursuant to the Resolution, that the Issuer shall: (i) include the amount of the debt service for the Bonds, for each fiscal year of the Issuer 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 under the Resolution or any other of its revenues or funds, the principal of and interest on each of the Bonds at the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the Issuer has pledged and does pledge, irrevocably, its full faith, credit and taxing power.

This Bond shall not be entitled to any benefit under the Resolution, nor shall it be valid, obligatory or enforceable for any purpose, until this Bond shall have been authenticated by the Paying Agent.

The Bonds are issuable only in the form of registered bonds, without coupons, in the denominations of \$5,000 principal amount or any integral multiple thereof. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate upon surrender of such Bonds to the Paying Agent, with written instructions satisfactory to the Paying Agent.

The Issuer and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the Issuer and the Paying Agent shall not be affected by any notice to the contrary.

This Bond may be transferred by the registered owner hereof upon surrender of this Bond to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of this Bond or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of this Bond in the registration books and shall authenticate and deliver at the earliest practicable time in the name of the transferee or transferees a new fully registered bond or bonds of authorized denominations of the same series, maturity and interest rate for the aggregate principal amount which the registered owner is entitled to receive.

The Issuer and the Paying Agent shall not be required to issue or to register the transfer of or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day of mailing of the applicable notice of redemption, as hereinafter provided, or to register the transfer of or exchange any portion of any bond selected for redemption until after the redemption date.

The Bonds stated to mature on or after _____, _____, are subject to redemption prior to maturity, at the option of the Issuer, as a whole, on _____, _____, or on any date thereafter, upon payment of the principal amount thereof, together with accrued interest to the date fixed for redemption.

The Bonds stated to mature on or after _____, _____, are subject to redemption prior to maturity, at the option of the Issuer, from time to time, in part, in any order of maturity selected by the Issuer, on _____, _____, or on any date thereafter. If less than all

Bonds of any particular maturity are to be redeemed, the Bonds of such maturity to be redeemed shall be drawn by lot by the Paying Agent. Any such redemption shall be upon payment of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption.

The Bonds stated to mature on _____, _____, and on _____, _____, are subject to mandatory redemption prior to maturity, in the amounts and on _____ of the years set forth in the following schedules as drawn by lot by the Paying Agent in behalf of the Issuer:

<u>Bonds Maturing on</u> _____, _____ :	
<u>Year</u>	<u>Amount</u>
	\$ _____ ; and

<u>Bonds Maturing on</u> _____, _____ :	
<u>Year</u>	<u>Amount</u>
	\$ _____ .

Any such redemption shall be upon application of money available for the purpose in the Mandatory Sinking Fund established under the Resolution and shall be upon payment of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption. In lieu of such mandatory redemption, the Paying Agent, as sinking fund depository, in behalf of the Issuer, may purchase, from money available for the purpose in the Sinking Fund established under the Resolution, at a price not to exceed the principal amount plus accrued interest, or the Issuer may tender to the Paying Agent, all or part of the Bonds subject to being drawn for redemption in any such year.

In the case of any partial redemption of Bonds of any maturity that is subject to mandatory sinking fund redemption, the Issuer shall be entitled to designate whether the amount to be redeemed shall be credited against the principal amount of such Bonds due at maturity or credited against the principal amount of such Bonds scheduled to be called for mandatory sinking fund redemption on any particular date or dates, in each case in an integral multiple of \$5,000 principal amount.

If this Bond is of a denomination larger than \$5,000, a portion of this Bond may be redeemed. For the purposes of redemption, this Bond shall be treated as representing the number of Bonds that is equal to the principal amount hereof divided by \$5,000, each \$5,000 portion of this Bond being subject to redemption. In the case of partial redemption of this Bond, payment of the redemption price shall be made only upon surrender of this Bond in exchange for Bonds of authorized denominations of the same maturity and interest rate and in aggregate principal amount equal to the unredeemed portion of the principal amount hereof; Provided, however, that should this Bond be registered in the name of The Depository Trust Company

("DTC") or Cede & Co., as nominee for DTC, or any other nominee of DTC, or any other successor securities depository or its nominee, this Bond need not be surrendered for payment and exchange in the event of a partial redemption hereof and the records of the Paying Agent shall be conclusive as to the amount of this Bond which shall have been redeemed.

Notice of redemption shall be deposited in first class mail not less than 30 days prior to the date fixed for redemption and shall be addressed to the registered owners of the Bonds to be redeemed at their addresses shown on the registration books kept by the Paying Agent as of the day such Bonds are selected for redemption. Failure to mail any notice of redemption or any defect therein or in the mailing thereof shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption as to which proper notice has been given.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal, premium, if any, and accrued interest being held by the Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Resolution, and registered owners of such Bonds or portions thereof so called for redemption shall have no rights with respect thereto, except to receive payment of the principal to be redeemed and accrued interest thereon to the date fixed for redemption, together with the redemption premium, if any.

The Issuer, in the Resolution, has established a sinking fund with the Paying Agent, as the sinking fund depository, into which funds for the payment of the principal of and the interest on the Bonds shall be deposited not later than the date fixed for the disbursement thereof. The Issuer has covenanted, in the Resolution, to make payments from such sinking fund or from 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 all obligations of this Bond.

It hereby is 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 Bond or in creation of the debt of which this Bond 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 Bond, together with any other indebtedness of the Issuer, is not in excess of any limitation imposed by the Debt Act upon the incurring of debt by the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of the President of the Board of School Directors, and its official seal or facsimile thereof to be affixed hereto and the manual or facsimile signature of the Secretary of the Board of School Directors to be affixed hereto in attestation thereof, all as of the Dated Date of the Bonds.

EAST STROUDSBURG AREA SCHOOL
DISTRICT, Monroe and Pike Counties,
Pennsylvania

By: _____
President of the Board of School Directors

ATTEST:

Secretary of the Board of School Directors

(SEAL)

(FORM OF PAYING AGENT'S CERTIFICATE)

CERTIFICATE OF AUTHENTICATION; CERTIFICATE AS TO OPINION; AND
CERTIFICATE AS TO INSURANCE

It is certified that:

(i) This Bond is one of the Bonds described in the within-mentioned Resolution;

(ii) An original Opinion issued by Rhoads & Sinon LLP, dated and delivered on the date of the original delivery of, and payment for, such Bonds that is on file at such designated corporate trust office where the same may be inspected; and

(iii) _____ has issued its municipal bond insurance policy, as stated in the Statement of Insurance printed upon this Bond, a copy of which policy is on file at such designated corporate trust office where the same may be inspected.

as Paying Agent

By: _____
Authorized Representative

Date of Registration and Authentication:

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto

_____ (the "Transferee")
Name

Address

Social Security or Federal Employer Identification No. _____

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, as attorney, to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

Date: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution that is a participant in a signature guarantee program recognized by the Securities Transfer Association.

NOTICE: No transfer will be made in the name of the Transferee unless the signature(s) to this assignment correspond(s) with the name(s) appearing upon the face of the within Bond 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.

(FORM OF STATEMENT OF INSURANCE)

STATEMENT OF INSURANCE

[To Be Inserted by Insurer]

CERTIFICATE

I, the undersigned, (Assistant) Secretary of the Board of School Directors of EAST STROUDSBURG AREA SCHOOL DISTRICT, in Monroe and Pike Counties, Pennsylvania (the "School District"), certify that: the foregoing is a true and correct copy of a Resolution that duly was adopted by affirmative vote of a majority of all members of the Board of School Directors of the School District at a meeting duly held on July 21, 2014; said Resolution duly has been recorded in the minute book of the Board of School Directors of the School District; a notice with respect to the intent to adopt said Resolution has been published as required by law; said Resolution was available for inspection by any interested citizen requesting the same in accordance with the requirements of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania and such notice; and said Resolution has not been amended, altered, modified or repealed as of the date of this Certificate.

I further certify that the Board of School Directors of the School District met the advance notice and public comment requirements of the Sunshine Act, 65 Pa.C.S. §701 *et seq.*, by advertising the time and place of said meeting, by posting prominently a notice of said meeting at the principal office of the School District or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment prior to adoption of said Resolution, all as required by such Act.

I further certify that: the total number of members of the Board of School Directors of the School District is nine (9); the vote of members of the Board of School Directors of the School District upon said Resolution was called and duly was recorded upon the minutes of said meeting; and members of the Board of School Directors of the School District voted upon said Resolution in the following manner:

William Searfoss	-
Robert Cooke	-
Ronald D. Bradley	-
Eileen Featherman	-
Robert Gress	-
Roy Horton	-
Marjorie James	-
Ryan J. Stevens	-
Gary Summers	-

IN WITNESS WHEREOF, I set my hand and affix the official seal of the School District, this 21st day of July, 2014.

(Assistant) Secretary of the Board of
School Directors

(SEAL)

**EAST STROUDSBURG AREA SCHOOL DISTRICT,
Monroe and Pike Counties, Pennsylvania**

RESOLUTION

INCURRING NONELECTORAL DEBT TO BE EVIDENCED BY ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF ELEVEN MILLION DOLLARS (\$11,000,000), TO PROVIDE FUNDS TO CURRENTLY REFUND THE SCHOOL DISTRICT'S OUTSTANDING GENERAL OBLIGATION NOTES, SERIES OF 2009; AND PAY RELATED COSTS; ACCEPTING A PROPOSAL FOR PURCHASE OF THE BONDS; SETTING FORTH THE PARAMETERS, SUBSTANTIAL FORM OF, AND CONDITIONS TO, ISSUING THE BONDS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THIS SCHOOL DISTRICT TO SECURE THE BONDS; PROVIDING FOR REDEMPTION AND RETIREMENT OF SAID GENERAL OBLIGATION NOTES, SERIES OF 2009; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND APPROVING RELATED DOCUMENTS AND ACTIONS.

WHEREAS, East Stroudsburg Area School District, in Monroe and Pike Counties, Pennsylvania (the "School District"), is a school district of the Commonwealth of Pennsylvania (the "Commonwealth"), a "Local Government Unit" within the meaning of the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Debt Act"), and is governed by its Board of School Directors (the "School Board"); and

WHEREAS, The School Board, by its resolution adopted on July 20, 2009 (the "2009 Notes Enabling Resolution"), authorized and secured the issuance of its General Obligation Notes, Series of 2009, dated as of August 15, 2009, in the original aggregate principal amount of \$8,415,000 (the "2009 Notes"), for purposes described in the 2009 Notes Enabling Resolution; and

WHEREAS, The Department of Community and Economic Development (the "Department") of the Commonwealth approved the proceedings of this School District related to the increase of nonelectoral indebtedness evidenced in part by the 2009 Bonds, which approval of the Department was evidenced by Certificate of Approval No. GOB-13031, dated August 25, 2009; and

WHEREAS, The School Board has determined to currently refund and retire all of the outstanding aggregate principal amount of the 2009 Notes (the "Refunded Notes"), as described in a refunding report (the "Refunding Report") prepared for this School District by Public Financial Management, Inc. (the "Financial Advisor"), at such time as the present value of the

debt service savings to this School District resulting from refunding the Refunded Notes, after using proceeds of the Bonds to pay the costs of issuing the Bonds, and accounting for reduced state reimbursement as a result of retiring the Refunded Notes, equals at least 2.0% of the aggregate principal amount of the Refunded Notes being retired (the "Required Savings"); and

WHEREAS, The School Board contemplates the authorization, sale, issuance and delivery of one or more series of general obligation bonds, from time to time, in the maximum aggregate principal amount of Eleven Million Dollars (\$11,000,000) (the "Bonds"), to undertake the current refunding of the Refunded Notes, and to pay the costs and expenses of issuance of the Bonds (the "Project"), all in accordance with the Debt Act; and

WHEREAS, The School Board has considered the possible manners of selling the Bonds, provided for in the Debt Act, at public sale or private sale, by negotiation; and

WHEREAS, The School Board has determined that the Bonds: (a) shall be offered at private sale by negotiation; and (b) shall be offered for sale at a net purchase price of not less than 95.0% nor more than 110% of the aggregate principal amount of the Bonds issued (including underwriting discount and original issue discount and/or premium), plus accrued interest (the "Purchase Price"); and

WHEREAS, A "Proposal for the Purchase of Bonds", dated July 21, 2014 (the "Proposal"), has been received from the Financial Advisor, containing the financial parameters for, and conditions to, the underwriting and issuance of the Bonds (the "Bond Parameters"), which will be supplemented by an addendum to the Proposal (the "Addendum") containing the final terms and identify the purchaser of the Bonds (the "Purchaser"), consistent with the Bond Parameters; and

WHEREAS, The School Board desires to accept the Proposal, to award the sale of the Bonds, to authorize the issuance of nonelectoral debt, and to take appropriate action and to authorize proper things, all in connection with the Project, and all in accordance with the Debt Act; and

WHEREAS, The School Board shall select one or more banks or trust companies (the "Paying Agent"), having a corporate trust office in Pennsylvania, to serve as the paying agent, sinking fund depository, and registrar for the Bonds.

NOW, THEREFORE, BE IT RESOLVED, by the School Board, as follows:

SECTION 1. The School Board hereby authorizes the issuance of the Bonds pursuant to this Resolution, in accordance with the Debt Act, to undertake the Project. Rhoads & Sinon LLP is retained by this School District as its bond counsel in connection with the issuance of the Bonds.

SECTION 2. The School Board finds that it is in the best financial interests of this School District to sell the Bonds at private sale by negotiation and determines that the debt to be incurred pursuant to this Resolution shall be nonelectoral debt.

SECTION 3. The Project is authorized under Section 8241(b)(1) (reduction in total debt service over the life of the issue) of the Debt Act. The projects originally financed or refinanced by the 2009 Notes have a useful life of at least 16 years. The first maturity of principal of the Bonds will not be deferred beyond two years from the issue date of the Bonds.

SECTION 4. The Bonds shall be awarded to the Purchaser in accordance with terms and conditions of the Proposal, including the Purchase Price. The School District's Business Manager or Superintendent is hereby authorized to approve the final terms and conditions of the Bonds, and the Addendum to be presented by the Financial Advisor, within the Bond Parameters. The Addendum so approved shall be executed and delivered by the President or Vice President of the School Board and included as a part of the Proposal accepted by this Resolution.

SECTION 5. The Bonds, when issued, will be general obligation bonds of this School District.

SECTION 6. The Bonds shall be issuable, from time to time, as one or more series, as fully registered bonds, in denominations of \$5,000 principal amount or any integral multiple thereof.

Each of the Bonds shall bear interest from the interest payment date next preceding the date of registration and authentication of such bond, unless: (a) such bond is registered and authenticated as of an interest payment date, in which event such bond shall bear interest from said interest payment date; or (b) such bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event such bond shall bear interest from such interest payment date; or (c) such bond is registered and authenticated on or prior to the Record Date next preceding the first interest payment date, in which event such bond shall bear interest from the dated date of the Bonds; or (d) as shown by the records of the Paying Agent, interest on such bond shall be in default, in which event such bond shall bear interest from the date to which interest was last paid on such bond. Interest on each of the Bonds shall be payable initially on a date selected by the School District, and thereafter, semiannually, until the principal sum thereof is paid or provision for payment thereof duly has been made. Except as to distinguishing series or subseries, numbers, denominations, interest rates and maturity dates, the Bonds and the Paying Agent's certificates of authentication shall be substantially in the forms and shall be of the tenor and purport hereinafter set forth, with insertions and variations (including CUSIP numbers) approved by this School District, the Purchaser and the Paying Agent, as may be appropriate for different series, subseries, denominations and maturity dates.

Principal, premium, if any, and interest with respect to the Bonds shall be payable in lawful money of the United States of America.

The principal of and premium, if any, on the Bonds shall be payable to the registered owners thereof or their transferees, upon presentation and surrender of the Bonds at the place or places set forth in the Bonds. Payment of interest on the Bonds shall be made by check mailed to the registered owners thereof whose names and addresses appear at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date") on the

registration books maintained by the Paying Agent on behalf of this School District, irrespective of any transfer or exchange of any Bonds subsequent to the Record Date and prior to such interest payment date, unless this School District shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the persons in whose names the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent on behalf of this School District to the registered owners of the Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or interest on any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized or required by law or executive order to close, then the date for payment of such principal or interest shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

SECTION 7. Registration of the transfer of ownership of Bonds shall be made upon surrender of any of the Bonds to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of any of the Bonds in the registration books and shall authenticate and deliver, at the earliest practicable time, in the name of the transferee or transferees, a new fully registered bond or bonds of authorized denominations of the same series, maturity and interest rate for the aggregate principal amount that the registered owner is entitled to receive. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same series, maturity and interest rate.

SECTION 8. This School District and the Paying Agent shall not be required to register the transfer of or exchange any of the Bonds then considered for redemption during the period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of such Bonds to be redeemed and ending at the close of business on the day of mailing of the notice of redemption, as hereinafter provided, or to register the transfer of or exchange any portion of any of the Bonds selected for redemption in whole or in part until after the redemption date.

SECTION 9. This School District and the Paying Agent may deem and treat the persons in whose names the Bonds shall be registered as the absolute owners thereof for all purposes, whether such Bonds shall be overdue or not, and payment of the principal of, premium, if any, and interest on the Bonds shall be made only to or upon the order of the registered owners thereof or their legal representatives, but registration of a transfer of ownership may be made as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds, to the extent of the sum or sums so paid, and neither this School District nor the Paying Agent shall be affected by any notice to the contrary.

SECTION 10. This School District shall cause to be kept, and the Paying Agent shall keep, books for the registration, exchange and transfer of Bonds in the manner provided herein and therein so long as Bonds shall remain outstanding. Such registrations, exchanges and transfers shall be made without charge to bondholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

SECTION 11. The Bonds shall bear interest, and a Purchase Price resulting in yield(s) to maturity, and principal shall mature or be payable upon mandatory sinking fund redemptions, in the maximum annual amounts, and in the fiscal years set forth in **Exhibit A** attached hereto and made a part hereof.

SECTION 12. The Bonds may be subject to optional redemption by this School District prior to maturity, on such date or dates and under such terms as may be determined in the manner described in Section 4 hereof. The Bonds may be subject to mandatory redemption prior to maturity, determined in the manner described in Section 4 hereof, not in excess of any of the annual principal payment amounts set forth in **Exhibit A** hereof.

SECTION 13. This School District appoints the Paying Agent as the paying agent with respect to the Bonds and directs that the principal of, premium, if any, and interest on the Bonds shall be payable at a designated corporate trust office of the Paying Agent, in lawful money of the United States of America.

SECTION 14. The form of the Bonds, including the form of Assignment and the form of the Paying Agent's Certificate, shall be substantially as set forth in **Exhibit B**, which is attached hereto and made part hereof, with appropriate insertions, omissions and variations.

SECTION 15. The Bonds shall be executed in the name of and on behalf of this School District by the manual or facsimile signature of the President or Vice President of the School Board, and the official seal or a facsimile of the official seal of this School District shall be affixed thereto and the manual or facsimile signature of the Secretary or Assistant Secretary of the School Board shall be affixed thereto in attestation thereof; and said officers are authorized to execute and to attest the Bonds.

SECTION 16. No bond constituting one of the Bonds shall be entitled to any benefit under this Resolution nor shall it be valid, obligatory or enforceable for any purpose until such bond shall have been registered and authenticated by the Certificate of Authentication endorsed thereon duly signed by the Paying Agent; and the Paying Agent is authorized to register and authenticate the Bonds in accordance with the provisions hereof.

SECTION 17. This School District covenants to and with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, pursuant to this Resolution, that this School District shall: (i) include the amount of the debt service on the Bonds, for each fiscal year of this School District 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 the Sinking Fund (hereinafter identified) or any other of its revenues or funds the principal of and interest on each of the Bonds

at the dates and places and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, this School District shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in the Debt Act, the foregoing covenant of this School District shall be specifically enforceable.

SECTION 18. There is created, pursuant to the requirements of the Debt Act, a sinking fund for the Bonds (the "Sinking Fund") including, if applicable, multiple series, or a mandatory sinking fund. The Sinking Fund shall be administered in accordance with applicable provisions of the Debt Act.

SECTION 19. This School District appoints the Paying Agent as the sinking fund depository with respect to the Sinking Fund.

SECTION 20. This School District covenants to make payments out of the 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 all obligations of the Bonds when due.

SECTION 21. The School Board hereby authorizes the preparation of a Preliminary Official Statement for use in the marketing of the Bonds and authorizes the Superintendent of the School District to approve the form of such Preliminary Official Statement and a final Official Statement with respect to the Bonds of the School District, with such insertions and amendments as shall be necessary or appropriate to reflect the final terms and provisions of the Bonds, the accepted Proposal and this Resolution. The President of the School Board shall affix his or her signature to the Official Statement, as such officer, and such execution of the Official Statement shall constitute conclusive evidence of the approval of the Official Statement by the School Board.

SECTION 22. Following the acceptance of the final terms and conditions of the Bonds and Addendum as described in Section 4, the President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed, as required, necessary and/or appropriate: (a) to prepare, to certify and to file with the Department the debt statement required by the Debt Act; (b) to prepare and to file with the Department any statements required by the Debt Act that are necessary to qualify all or any portion of the debt of this School District that is subject to exclusion as self-liquidating or subsidized debt for exclusion from the appropriate debt limit of this School District as self-liquidating or subsidized debt; (c) to prepare and to file the application with the Department, together with a complete and accurate transcript of the proceedings for the required approval relating to the debt, of which debt the Bonds, upon issue, will be evidence, as required by the Debt Act; (d) to pay or to cause to be paid to the Department all proper filing fees required in connection with the foregoing; and (e) to take other required, necessary and/or appropriate action.

The School Board also authorizes and directs that an appropriate borrowing base certificate be prepared for filing with the Department as required by the Debt Act following the acceptance of the final terms of the Bonds as described above. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are hereby authorized

to prepare and to execute, or to authorize the auditors of this School District to prepare and to execute, such borrowing base certificate.

SECTION 23. If applicable, as determined from the Proposal, the School Board authorizes and directs the purchase of municipal bond insurance with respect to the Bonds. The officers and agents of this School District are authorized and directed to take all required, necessary and/or appropriate action with respect to such insurance, as contemplated in the Proposal, including the payment of the premium for such insurance.

SECTION 24. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed to contract with the Paying Agent for its services as paying agent for the Bonds and as sinking fund depository in connection with the Sinking Fund established for the Bonds.

SECTION 25. It is declared that the debt to be incurred hereby, together with any other indebtedness of this School District, is not in excess of any limitation imposed by the Debt Act upon the incurring of debt by this School District.

SECTION 26. The officers and agents of this School District are authorized to deliver the Bonds and to authorize payment of all costs and expenses associated with issuance of the Bonds as provided for in the Proposal, but only after the Department has certified its approval pursuant to the provisions of the Debt Act or at such time when the filing authorized to be submitted to the Department pursuant to the Debt Act shall be deemed to have been approved pursuant to applicable provisions of the Debt Act.

SECTION 27. This School District covenants to and with the Purchaser (or any portion thereof intended to be exempt from federal taxation) that it will make no use of the proceeds of such Bonds, or of any other obligations deemed to be part of the same "issue" as any portion of such Bonds under applicable federal tax regulations, that will cause such Bonds to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) and Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations implementing said Sections that duly have been published in the Federal Register or any other regulations implementing said Sections, and this School District further covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on such Bonds.

This School District further covenants to and with the Purchaser that it will make no use of the proceeds of the Bonds, of the proceeds of any other obligations deemed to be part of the same "issue" as the Bonds under applicable federal tax regulations, or of any property or facilities financed with the proceeds of the Bonds or of any such other obligations deemed to be part of the same "issue" as the Bonds, that will cause the Bonds to be or become "private activity bonds" within the meaning of Section 141 of the Code and the regulations implementing said Sections that duly have been published in the Federal Register, and this School District further covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on the Bonds.

The President or Vice President of the School Board is authorized to represent in a certificate delivered when the Bonds are issued, if appropriate, that this School District does not then reasonably expect to issue tax-exempt obligations that, together with all tax-exempt obligations reasonably expected to be issued by all entities that issue bonds on behalf of this School District and all "subordinate entities" (within the meaning of Section 265(b)(3)(E) of the Code) of this School District, in the aggregate, will exceed Ten Million Dollars (\$10,000,000) (excluding obligations issued to refund (other than to advance refund) any obligation to the extent that the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation) in the calendar year of issuance and, accordingly, thereby designate the Bonds (to the extent they are not "deemed designated" under Section 265(b)(3)(D)(ii) of the Code), on behalf of this School District, as "qualified tax-exempt obligations," as defined in Section 265(b)(3)(B) of the Code, for the purposes and effect contemplated by Section 265 of the Code.

SECTION 28. This School District does hereby authorize the optional redemption of the Refunded Notes to be refunded, on the earliest date authorized by the 2009 Notes (the "Redemption Date"), in accordance with the rights and privileges reserved to this School District in the Refunded Notes, and as described in the Addendum.

Proper officers of the School Board are hereby authorized and directed to give irrevocable instructions to the paying agent and bond registrar for the Refunded Notes to redeem the Refunded Notes in accordance with this election of the School Board, following the acceptance of the final terms and conditions of the Bonds and Addendum as described in section 4 hereof.

This School District, simultaneously with delivery of the Bonds to the Purchaser, shall enter into a bond retirement agreement or an escrow agreement (the "Bond Retirement Agreement") with the paying agent of the applicable Refunded Notes (each an "Escrow Agent"), acting as escrow agent for such Refunded Notes. The Bond Retirement Agreement shall provide for a deposit of Bond proceeds into one or more escrow accounts with the Escrow Agent sufficient to pay the debt service due on such Refunded Notes through the applicable Redemption Date. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed to execute, to attest, and to seal, as appropriate, and to deliver such Bond Retirement Agreement simultaneously with such delivery of the Bonds. The School District approves the Bond Retirement Agreement in form satisfactory to the Solicitor and Bond Counsel for this School District and as shall be approved by the officers of the School Board executing the same. Such approval of such officers shall be conclusively presumed to have been given by their execution of the Bond Retirement Agreement.

The President, Vice President or Treasurer of the School Board, or the Superintendent or Business Manager, respectively, of this School District is each hereby authorized and directed to execute and deliver agreements, orders or subscriptions for purchase of United States Treasury Certificates of Indebtedness, Notes or Bonds, State and Local Government Series ("SLGS"), other securities of the United States of America, collateralized certificates of deposit or other investments satisfying the requirements of 53 Pa.C.S. §8250, as described in the Refunding Report, from proceeds of the Bonds and, if applicable, other funds to be deposited under the

Bond Retirement Agreement, and to do, to take and to authorize such other acts as shall be necessary or appropriate to provide for retirement of the payment of principal and interest on the Refunded Notes, as described in the Refunding Report and this Resolution.

The officers and agents of this School District are hereby authorized and directed to take all such actions as may be necessary and appropriate to accomplish the redemption and retirement of the Refunded Notes.

SECTION 29. The Secretary of the School Board of this School District is hereby authorized and directed to execute and to submit to the Pennsylvania Department of Education, promptly following settlement for the Bonds, the appropriate application and other documents and information necessary to obtain state reimbursement with respect to the debt service on the Bonds (including the filing of the appropriate PLANCON Parts, as applicable).

SECTION 30. This School District shall enter into, and hereby authorizes and directs the President or Vice President of the School Board to execute, a Continuing Disclosure Certificate (the "Certificate") on behalf of this School District on or before the date of issuance and delivery of the Bonds. Such Certificate shall be executed and delivered to satisfy the terms and conditions of the accepted Proposal for sale of the Bonds and Securities and Exchange Commission Rule 15c2-12, and shall be substantially in the form presented to this meeting, which is hereby approved, together with any changes therein made and approved by the executing officer of the School Board, whose execution and delivery thereof shall constitute conclusive evidence of such approval. A copy of the Certificate shall be filed with the Secretary of the School Board and shall be and hereby is made part of this Resolution.

This School District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Certificate. Notwithstanding any other provision of this Resolution, failure of this School District to comply with the Certificate shall not be considered an event of default with respect to the Bonds; however, any registered owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause this School District to comply with its obligations under this Section and such Certificate.

SECTION 31. The Bonds shall be made available for purchase under a book-entry only system available through The Depository Trust Company, a New York corporation ("DTC"). If applicable, at or prior to settlement for the Bonds, this School District and the Paying Agent shall execute or signify their approval of a Representation Letter in substantially the form on file with DTC (the "Representation Letter"). The appropriate officers of this School District and the Paying Agent shall take such action as may be necessary from time to time to comply with the terms and provisions of the Representation Letter, and any successor paying agent for the Bonds, in its written acceptance of its duties under this Resolution, shall agree to take any actions necessary from time to time to comply with the requirements of the Representation Letter.

SECTION 32. Notwithstanding the foregoing provisions of this Resolution, the Bonds shall initially be issued in the form of one fully-registered bond for the aggregate principal

amount of the Bonds of each maturity, and the following provisions shall apply with respect to the registration, transfer and payment of the Bonds:

(a) Except as provided in subparagraph (g) below, all of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds of the same series, interest rate and maturity registered in the name of such nominee or nominees of DTC.

(b) No person other than DTC or its nominee shall be entitled to receive from this School District or the Paying Agent either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof, unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the registration books (the "Register") maintained by the Paying Agent in connection with discontinuing the book-entry system as provided in subparagraph (g) below or otherwise.

(c) So long as any Bonds are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds shall be made to DTC or its nominee in accordance with the Representation Letter on the dates provided for such payments under this Resolution. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of this School District or the Paying Agent with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Paying Agent shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that DTC shall deliver to the Paying Agent, upon request, a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(d) This School District and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to holders of Bonds under this Resolution, registering the transfer of Bonds, obtaining any consent or other action to be taken by holders of Bonds and for all other purposes whatsoever; and neither this School District nor the Paying Agent shall be affected by any notice to the contrary. Neither this School District nor the Paying Agent shall have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the Register as being a registered owner of Bonds, with respect to (1) the Bonds, (2) the accuracy of any records maintained by DTC or any such participant, (3) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the Bonds, (4) any notice which is permitted or required to be given to holders of the Bonds under this Resolution, (5) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Bonds, and (6) any consent given or other action taken by DTC as holder of the Bonds.

(e) So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the holders of such Bonds under this Resolution shall be given to DTC as provided in the Representation Letter.

(f) In connection with any notice or other communication to be provided to holders of Bonds pursuant to this Resolution by this School District or the Paying Agent with respect to any consent or other action to be taken by holders of Bonds, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that this School District or the Paying Agent may establish a special record date for such consent or other action. This School District or the Paying Agent shall give DTC notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(g) The book-entry only system for registration of the ownership of the Bonds may be discontinued at any time if either (1) after notice to this School District and the Paying Agent, DTC determines to resign as securities depository for the Bonds, or (2) after notice to DTC and the Paying Agent, this School District determines that continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of this School District. In either of such events (unless in the case described in clause (2) above, this School District appoints a successor securities depository), the Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of this School District or the Paying Agent for the accuracy of such designation. Whenever DTC requests this School District and the Paying Agent to do so, this School District and the Paying Agent shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

SECTION 33. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the Board of the School District are authorized and directed to perform such acts as may be necessary to facilitate the settlement for the Bonds and redemption of the Refunded Notes.

SECTION 34. Any reference in this Resolution to an officer or member of the School Board shall be deemed to refer to his or her duly qualified successor in office, or other authorized representative, if applicable.

SECTION 35. In the event any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of this School District that such remainder shall be and shall remain in full force and effect.

SECTION 36. All resolutions or parts of resolutions, insofar as the same shall be inconsistent herewith, shall be and the same expressly are repealed.

SECTION 37. This Resolution shall be effective in accordance with the Debt Act.

DULY ADOPTED, by the School Board, in lawful session duly assembled, this 21st day of July, 2014.

**EAST STROUDSBURG AREA SCHOOL
DISTRICT, Monroe and Pike Counties,
Pennsylvania**

By: _____
**(Vice) President of the Board of
School Directors**

ATTEST:

**(Assistant) Secretary of the Board of
School Directors**

(SEAL)

EXHIBIT A

**EAST STROUDSBURG AREA SCHOOL DISTRICT
Monroe and Pike Counties, Pennsylvania
\$11,000,000 Maximum Aggregate Principal Amount
General Obligation Bonds
Maximum Annual Principal Payment Schedule***

[SEE ATTACHED PAGE]

*Includes principal maturities and mandatory sinking fund redemptions.

EAST STROUDSBURG AREA SCHOOL DISTRICT SERIES A OF 2014 Step 2 - Maximum Parameters
--

1	2	3	4	5	6
<u>Date</u>	<u>Max Principal</u>	<u>Max Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>
3/1/2015	355,000	6.000	304,333.33	659,333.33	659,333.33
9/1/2015			319,350.00	319,350.00	
3/1/2016	155,000	6.000	314,350.00	484,350.00	803,700.00
9/1/2016			314,400.00	314,400.00	
3/1/2017	150,000	6.000	314,400.00	474,400.00	788,800.00
9/1/2017			309,600.00	309,600.00	
3/1/2018	155,000	6.000	309,600.00	464,000.00	774,200.00
9/1/2018			304,950.00	304,950.00	
3/1/2019	150,000	6.000	304,950.00	454,950.00	759,900.00
9/1/2019			300,450.00	300,450.00	
3/1/2020	100,000	6.000	300,450.00	400,450.00	700,900.00
9/1/2020			297,450.00	297,450.00	
3/1/2021	100,000	6.000	297,450.00	397,450.00	684,900.00
9/1/2021			294,450.00	294,450.00	
3/1/2022	100,000	6.000	294,450.00	394,450.00	688,900.00
9/1/2022			291,450.00	291,450.00	
3/1/2023	470,000	6.000	291,450.00	761,450.00	1,052,900.00
9/1/2023			277,350.00	277,350.00	
3/1/2024	620,000	6.000	277,350.00	1,097,350.00	1,374,700.00
9/1/2024			252,750.00	252,750.00	
3/1/2025	840,000	6.000	252,750.00	1,092,750.00	1,345,500.00
9/1/2025			227,550.00	227,550.00	
3/1/2026	870,000	6.000	227,550.00	1,097,550.00	1,325,100.00
9/1/2026			201,450.00	201,450.00	
3/1/2027	1,010,000	6.000	201,450.00	1,211,450.00	1,412,900.00
9/1/2027			171,150.00	171,150.00	
3/1/2028	1,790,000	6.000	171,150.00	1,961,150.00	2,432,300.00
9/1/2028			117,450.00	117,450.00	
3/1/2029	1,850,000	6.000	117,450.00	1,977,450.00	2,994,900.00
9/1/2029			61,650.00	61,650.00	
3/1/2030	2,055,000	6.000	61,650.00	2,116,850.00	2,179,300.00
9/1/2030					
TOTALS	11,000,000		7,787,233.33	18,787,233.33	18,787,233.33

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EXHIBIT B

(FORM OF BOND)

[The following Legend is to be printed on any Bonds registered in the name of The Depository Trust Company or Cede & Co., its nominee: "Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL in as much as the registered owner hereof, Cede & Co., has an interest herein."]

Number \$

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
COUNTIES OF MONROE AND PIKE
EAST STROUDSBURG AREA SCHOOL DISTRICT
GENERAL OBLIGATION BOND, SERIES A OF 2014

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE OF THE BONDS</u>	<u>CUSIP</u>
%			

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS (\$_____)

EAST STROUDSBURG AREA SCHOOL DISTRICT, in Monroe and Pike Counties, Pennsylvania (the "Issuer"), a school district existing under laws of the Commonwealth of Pennsylvania (the "Commonwealth"), for value received, promises to pay to the order of the registered owner named hereon, or registered assigns, on the maturity date stated hereon, upon presentation and surrender hereof, the principal sum stated hereon, unless this General Obligation Bond, Series A of 2014 (the "Bond"), shall be redeemable and duly shall have been called for earlier redemption and payment of the redemption price shall have been made or provided for, and to pay initially on _____, _____, and thereafter semiannually on _____ and _____ of each year, to the registered owner hereof, interest on said principal

sum, at the rate per annum stated hereon, until said principal sum has been paid or provision for payment thereof duly has been made. Interest on this Bond shall be payable from the interest payment date next preceding the date of registration and authentication of this Bond, unless: (a) this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date; or (b) this Bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event this Bond shall bear interest from such interest payment date; or (c) this Bond is registered and authenticated on or prior to the Record Date next preceding _____, _____, in which event this Bond shall bear interest from _____, _____; or (d) as shown by the records of the Paying Agent (hereinafter defined), interest on this Bond shall be in default, in which event this Bond shall bear interest from the date to which interest was last paid on this Bond. The interest on this Bond is payable by check drawn on _____ (the "Paying Agent"), or its successor. The principal of and premium, if any, on this Bond, when due, are payable upon surrender hereof at the designated corporate trust office of the Paying Agent. Payment of the interest hereon shall be made to the registered owner hereof whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such interest payment date, unless the Issuer shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owner of this Bond not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name this Bond is registered at the close of business on the fifth (5th) day preceding the date of mailing. Principal, premium, if any, and interest with respect to this Bond are payable in lawful money of the United States of America.

This Bond is one of a series of bonds of the Issuer, known generally as "General Obligation Bonds, Series A of 2014" (the "Bonds"), all of like date and tenor, except as to numbers, denominations, dates of maturity, rates of interest, and provisions for redemption, in the maximum aggregate principal amount of _____ Dollars (\$ _____).

The Bonds have been authorized for issuance in accordance with provisions of the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Debt Act"), of the Commonwealth, and by virtue of a duly adopted resolution (the "Resolution") of the Issuer. The Debt Act, as such shall have been in effect when the Bonds were authorized, and the Resolution shall constitute a contract between the Issuer and registered owners, from time to time, of the Bonds.

The Issuer has covenanted, in the Resolution, to and with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, pursuant to the Resolution, that the Issuer shall: (i) include the amount of the debt service for the Bonds, for each fiscal year of the Issuer 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 under the Resolution or any other of its revenues or funds, the principal of and interest on each of the Bonds at the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the Issuer has pledged and does pledge, irrevocably, its full faith, credit and taxing power.

This Bond shall not be entitled to any benefit under the Resolution, nor shall it be valid, obligatory or enforceable for any purpose, until this Bond shall have been authenticated by the Paying Agent.

The Bonds are issuable only in the form of registered bonds, without coupons, in the denominations of \$5,000 principal amount or any integral multiple thereof. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate upon surrender of such Bonds to the Paying Agent, with written instructions satisfactory to the Paying Agent.

The Issuer and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the Issuer and the Paying Agent shall not be affected by any notice to the contrary.

This Bond may be transferred by the registered owner hereof upon surrender of this Bond to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of this Bond or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of this Bond in the registration books and shall authenticate and deliver at the earliest practicable time in the name of the transferee or transferees a new fully registered bond or bonds of authorized denominations of the same series, maturity and interest rate for the aggregate principal amount which the registered owner is entitled to receive.

The Issuer and the Paying Agent shall not be required to issue or to register the transfer of or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day of mailing of the applicable notice of redemption, as hereinafter provided, or to register the transfer of or exchange any portion of any bond selected for redemption until after the redemption date.

The Bonds stated to mature on or after _____, _____, are subject to redemption prior to maturity, at the option of the Issuer, as a whole, on _____, _____, or on any date thereafter, upon payment of the principal amount thereof, together with accrued interest to the date fixed for redemption.

The Bonds stated to mature on or after _____, _____, are subject to redemption prior to maturity, at the option of the Issuer, from time to time, in part, in any order of maturity selected by the Issuer, on _____, _____, or on any date thereafter. If less than all

Bonds of any particular maturity are to be redeemed, the Bonds of such maturity to be redeemed shall be drawn by lot by the Paying Agent. Any such redemption shall be upon payment of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption.

The Bonds stated to mature on _____, _____, and on _____, _____, are subject to mandatory redemption prior to maturity, in the amounts and on _____ of the years set forth in the following schedules as drawn by lot by the Paying Agent in behalf of the Issuer:

Bonds Maturing on _____, _____ :

<u>Year</u>	<u>Amount</u>
	\$ _____ ; and

Bonds Maturing on _____, _____ :

<u>Year</u>	<u>Amount</u>
	\$ _____ .

Any such redemption shall be upon application of money available for the purpose in the Mandatory Sinking Fund established under the Resolution and shall be upon payment of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption. In lieu of such mandatory redemption, the Paying Agent, as sinking fund depository, in behalf of the Issuer, may purchase, from money available for the purpose in the Sinking Fund established under the Resolution, at a price not to exceed the principal amount plus accrued interest, or the Issuer may tender to the Paying Agent, all or part of the Bonds subject to being drawn for redemption in any such year.

In the case of any partial redemption of Bonds of any maturity that is subject to mandatory sinking fund redemption, the Issuer shall be entitled to designate whether the amount to be redeemed shall be credited against the principal amount of such Bonds due at maturity or credited against the principal amount of such Bonds scheduled to be called for mandatory sinking fund redemption on any particular date or dates, in each case in an integral multiple of \$5,000 principal amount.

If this Bond is of a denomination larger than \$5,000, a portion of this Bond may be redeemed. For the purposes of redemption, this Bond shall be treated as representing the number of Bonds that is equal to the principal amount hereof divided by \$5,000, each \$5,000 portion of this Bond being subject to redemption. In the case of partial redemption of this Bond, payment of the redemption price shall be made only upon surrender of this Bond in exchange for Bonds of authorized denominations of the same maturity and interest rate and in aggregate principal amount equal to the unredeemed portion of the principal amount hereof; Provided, however, that should this Bond be registered in the name of The Depository Trust Company

("DTC") or Cede & Co., as nominee for DTC, or any other nominee of DTC, or any other successor securities depository or its nominee, this Bond need not be surrendered for payment and exchange in the event of a partial redemption hereof and the records of the Paying Agent shall be conclusive as to the amount of this Bond which shall have been redeemed.

Notice of redemption shall be deposited in first class mail not less than 30 days prior to the date fixed for redemption and shall be addressed to the registered owners of the Bonds to be redeemed at their addresses shown on the registration books kept by the Paying Agent as of the day such Bonds are selected for redemption. Failure to mail any notice of redemption or any defect therein or in the mailing thereof shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption as to which proper notice has been given.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal, premium, if any, and accrued interest being held by the Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Resolution, and registered owners of such Bonds or portions thereof so called for redemption shall have no rights with respect thereto, except to receive payment of the principal to be redeemed and accrued interest thereon to the date fixed for redemption, together with the redemption premium, if any.

The Issuer, in the Resolution, has established a sinking fund with the Paying Agent, as the sinking fund depository, into which funds for the payment of the principal of and the interest on the Bonds shall be deposited not later than the date fixed for the disbursement thereof. The Issuer has covenanted, in the Resolution, to make payments from such sinking fund or from 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 all obligations of this Bond.

It hereby is 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 Bond or in creation of the debt of which this Bond 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 Bond, together with any other indebtedness of the Issuer, is not in excess of any limitation imposed by the Debt Act upon the incurring of debt by the Issuer.

This Bond has been designated or "deemed designated" by the Issuer as a "qualified tax-exempt obligation", as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), for purposes and effect contemplated by Section 265 of the Code (relating to expenses and interest relating to tax-exempt income of certain financial institutions).

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of the President of the Board of School Directors, and its official seal or facsimile thereof to be affixed hereto and the manual or facsimile signature of the Secretary of the Board of School Directors to be affixed hereto in attestation thereof, all as of the Dated Date of the Bonds.

EAST STROUDSBURG AREA SCHOOL
DISTRICT, Monroe and Pike Counties,
Pennsylvania

By: _____
President of the Board of School Directors

ATTEST:

Secretary of the Board of School Directors

(SEAL)

(FORM OF PAYING AGENT'S CERTIFICATE)

CERTIFICATE OF AUTHENTICATION; CERTIFICATE AS TO OPINION; AND
CERTIFICATE AS TO INSURANCE

It is certified that:

(i) This Bond is one of the Bonds described in the within-mentioned Resolution;

(ii) An original Opinion issued by Rhoads & Sinon LLP, dated and delivered on the date of the original delivery of, and payment for, such Bonds that is on file at such designated corporate trust office where the same may be inspected; and

(iii) _____ has issued its municipal bond insurance policy, as stated in the Statement of Insurance printed upon this Bond, a copy of which policy is on file at such designated corporate trust office where the same may be inspected.

as Paying Agent

By: _____
Authorized Representative

Date of Registration and Authentication:

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto

_____ (the "Transferee")
Name

Address

Social Security or Federal Employer Identification No. _____

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, as attorney, to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

Date: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution that is a participant in a signature guarantee program recognized by the Securities Transfer Association.

NOTICE: No transfer will be made in the name of the Transferee unless the signature(s) to this assignment correspond(s) with the name(s) appearing upon the face of the within Bond 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.

(FORM OF STATEMENT OF INSURANCE)

STATEMENT OF INSURANCE

[To Be Inserted by Insurer]

CERTIFICATE

I, the undersigned, (Assistant) Secretary of the Board of School Directors of EAST STROUDSBURG AREA SCHOOL DISTRICT, in Monroe and Pike Counties, Pennsylvania (the "School District"), certify that: the foregoing is a true and correct copy of a Resolution that duly was adopted by affirmative vote of a majority of all members of the Board of School Directors of the School District at a meeting duly held on July 21, 2014; said Resolution duly has been recorded in the minute book of the Board of School Directors of the School District; a notice with respect to the intent to adopt said Resolution has been published as required by law; said Resolution was available for inspection by any interested citizen requesting the same in accordance with the requirements of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania and such notice; and said Resolution has not been amended, altered, modified or repealed as of the date of this Certificate.

I further certify that the Board of School Directors of the School District met the advance notice and public comment requirements of the Sunshine Act, 65 Pa.C.S. §701 *et seq.*, by advertising the time and place of said meeting, by posting prominently a notice of said meeting at the principal office of the School District or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment prior to adoption of said Resolution, all as required by such Act.

I further certify that: the total number of members of the Board of School Directors of the School District is nine (9); the vote of members of the Board of School Directors of the School District upon said Resolution was called and duly was recorded upon the minutes of said meeting; and members of the Board of School Directors of the School District voted upon said Resolution in the following manner:

William Searfoss	-
Robert Cooke	-
Ronald D. Bradley	-
Eileen Featherman	-
Robert Gress	-
Roy Horton	-
Marjorie James	-
Ryan J. Stevens	-
Gary Summers	-

IN WITNESS WHEREOF, I set my hand and affix the official seal of the School District, this 21st day of July, 2014.

(Assistant) Secretary of the Board of
School Directors

(SEAL)

**EAST STROUDSBURG AREA SCHOOL DISTRICT,
Monroe and Pike Counties, Pennsylvania**

RESOLUTION

INCURRING NONELECTORAL DEBT TO BE EVIDENCED BY ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF TEN MILLION DOLLARS (\$10,000,000), TO PROVIDE FUNDS TO ADVANCE REFUND A PORTION OF THE SCHOOL DISTRICT'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES A OF 2007, AND PAY RELATED COSTS; ACCEPTING A PROPOSAL FOR PURCHASE OF THE BONDS; SETTING FORTH THE PARAMETERS, SUBSTANTIAL FORM OF, AND CONDITIONS TO, ISSUING THE BONDS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THIS SCHOOL DISTRICT TO SECURE THE BONDS; PROVIDING FOR REDEMPTION AND RETIREMENT OF SAID GENERAL OBLIGATION BONDS, SERIES A OF 2007; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND APPROVING RELATED DOCUMENTS AND ACTIONS.

WHEREAS, East Stroudsburg Area School District, in Monroe and Pike Counties, Pennsylvania (the "School District"), is a school district of the Commonwealth of Pennsylvania (the "Commonwealth"), a "Local Government Unit" within the meaning of the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Debt Act"), and is governed by its Board of School Directors (the "School Board"); and

WHEREAS, The School Board, by its resolution adopted on August 31, 2004, as amended by a Resolution adopted on October 15, 2007 (collectively, the "2007 A Bonds Enabling Resolution"), authorized and secured the issuance of its General Obligation Bonds, Series A of 2007, dated as of November 1, 2007, in the original aggregate principal amount of \$37,500,000 (the "2007 A Bonds"), for purposes described in the 2007 A Bonds Enabling Resolution; and

WHEREAS, The Department of Community and Economic Development (the "Department") of the Commonwealth approved the proceedings of this School District related to the increase of nonelectoral indebtedness evidenced in part by the 2007 A Bonds, which approval of the Department was evidenced by Certificate of Approval No. GOB-15706, dated October 12, 2004; and

WHEREAS, The School Board has determined to advance refund and retire a portion of the outstanding aggregate principal amounts of the 2007 A Bonds (the "Refunded Bonds"), as described in a refunding report (the "Refunding Report") prepared for this School District by

Public Financial Management, Inc. (the "Financial Advisor"), at such time as the present value of the debt service savings to this School District resulting from refunding the Refunded Bonds, after using proceeds of the Bonds to pay the costs of issuing the Bonds, and accounting for reduced state reimbursement as a result of retiring the Refunded Bonds, equals at least 3.0% of the aggregate principal amount of the Refunded Bonds being retired (the "Required Savings"); and

WHEREAS, The School Board contemplates the authorization, sale, issuance and delivery of one or more series of general obligation bonds, from time to time, in the maximum aggregate principal amount of Ten Million Dollars (\$10,000,000) (the "Bonds"), to undertake the advance refunding of the Refunded Bonds, and to pay the costs and expenses of issuance of the Bonds (the "Project"), all in accordance with the Debt Act; and

WHEREAS, The School Board has considered the possible manners of selling the Bonds, provided for in the Debt Act, at public sale or private sale, by negotiation; and

WHEREAS, The School Board has determined that the Bonds: (a) shall be offered at private sale by negotiation; and (b) shall be offered for sale at a net purchase price of not less than 95.0% nor more than 110% of the aggregate principal amount of the Bonds issued (including underwriting discount and original issue discount and/or premium), plus accrued interest (the "Purchase Price"); and

WHEREAS, A "Proposal for the Purchase of Bonds", dated July 21, 2014 (the "Proposal"), has been received from the Financial Advisor, containing the financial parameters for, and conditions to, the underwriting and issuance of the Bonds (the "Bond Parameters"), which will be supplemented by an addendum to the Proposal (the "Addendum") containing the final terms and identify the purchaser of the Bonds (the "Purchaser"), consistent with the Bond Parameters; and

WHEREAS, The School Board desires to accept the Proposal, to award the sale of the Bonds, to authorize the issuance of nonelectoral debt, and to take appropriate action and to authorize proper things, all in connection with the Project, and all in accordance with the Debt Act; and

WHEREAS, The School Board shall select one or more banks or trust companies (the "Paying Agent"), having a corporate trust office in Pennsylvania, to serve as the paying agent, sinking fund depository, and registrar for the Bonds.

NOW, THEREFORE, BE IT RESOLVED, by the School Board, as follows:

SECTION 1. The School Board hereby authorizes the issuance of the Bonds pursuant to this Resolution, in accordance with the Debt Act, to undertake the Project. Rhoads & Sinon LLP is retained by this School District as its bond counsel in connection with the issuance of the Bonds.

SECTION 2. The School Board finds that it is in the best financial interests of this School District to sell the Bonds at private sale by negotiation and determines that the debt to be incurred pursuant to this Resolution shall be nonelectoral debt.

SECTION 3. The Project is authorized under Section 8241(b)(1) (reduction in total debt service over the life of the issue) of the Debt Act. The projects originally financed or refinanced by the 2007 A Bonds have a useful life of at least 12 years. The first maturity of principal of the Bonds will not be deferred beyond two years from the issue date of the Bonds.

SECTION 4. The Bonds shall be awarded to the Purchaser in accordance with terms and conditions of the Proposal, including the Purchase Price. The School District's Business Manager or Superintendent is hereby authorized to approve the final terms and conditions of the Bonds, and the Addendum to be presented by the Financial Advisor, within the Bond Parameters. The Addendum so approved shall be executed and delivered by the President or Vice President of the School Board and included as a part of the Proposal accepted by this Resolution.

SECTION 5. The Bonds, when issued, will be general obligation bonds of this School District.

SECTION 6. The Bonds shall be issuable, from time to time, as one or more series, as fully registered bonds, in denominations of \$5,000 principal amount or any integral multiple thereof.

Each of the Bonds shall bear interest from the interest payment date next preceding the date of registration and authentication of such bond, unless: (a) such bond is registered and authenticated as of an interest payment date, in which event such bond shall bear interest from said interest payment date; or (b) such bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event such bond shall bear interest from such interest payment date; or (c) such bond is registered and authenticated on or prior to the Record Date next preceding the first interest payment date, in which event such bond shall bear interest from the dated date of the Bonds; or (d) as shown by the records of the Paying Agent, interest on such bond shall be in default, in which event such bond shall bear interest from the date to which interest was last paid on such bond. Interest on each of the Bonds shall be payable initially on a date selected by the School District, and thereafter, semiannually, until the principal sum thereof is paid or provision for payment thereof duly has been made. Except as to distinguishing series or subseries, numbers, denominations, interest rates and maturity dates, the Bonds and the Paying Agent's certificates of authentication shall be substantially in the forms and shall be of the tenor and purport hereinafter set forth, with insertions and variations (including CUSIP numbers) approved by this School District, the Purchaser and the Paying Agent, as may be appropriate for different series, subseries, denominations and maturity dates.

Principal, premium, if any, and interest with respect to the Bonds shall be payable in lawful money of the United States of America.

The principal of and premium, if any, on the Bonds shall be payable to the registered owners thereof or their transferees, upon presentation and surrender of the Bonds at the place or places set forth in the Bonds. Payment of interest on the Bonds shall be made by check mailed to the registered owners thereof whose names and addresses appear at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date") on the registration books maintained by the Paying Agent on behalf of this School District, irrespective of any transfer or exchange of any Bonds subsequent to the Record Date and prior to such interest payment date, unless this School District shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the persons in whose names the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent on behalf of this School District to the registered owners of the Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or interest on any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized or required by law or executive order to close, then the date for payment of such principal or interest shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

SECTION 7. Registration of the transfer of ownership of Bonds shall be made upon surrender of any of the Bonds to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of any of the Bonds in the registration books and shall authenticate and deliver, at the earliest practicable time, in the name of the transferee or transferees, a new fully registered bond or bonds of authorized denominations of the same series, maturity and interest rate for the aggregate principal amount that the registered owner is entitled to receive. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same series, maturity and interest rate.

SECTION 8. This School District and the Paying Agent shall not be required to register the transfer of or exchange any of the Bonds then considered for redemption during the period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of such Bonds to be redeemed and ending at the close of business on the day of mailing of the notice of redemption, as hereinafter provided, or to register the transfer of or exchange any portion of any of the Bonds selected for redemption in whole or in part until after the redemption date.

SECTION 9. This School District and the Paying Agent may deem and treat the persons in whose names the Bonds shall be registered as the absolute owners thereof for all purposes, whether such Bonds shall be overdue or not, and payment of the principal of,

premium, if any, and interest on the Bonds shall be made only to or upon the order of the registered owners thereof or their legal representatives, but registration of a transfer of ownership may be made as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds, to the extent of the sum or sums so paid, and neither this School District nor the Paying Agent shall be affected by any notice to the contrary.

SECTION 10. This School District shall cause to be kept, and the Paying Agent shall keep, books for the registration, exchange and transfer of Bonds in the manner provided herein and therein so long as Bonds shall remain outstanding. Such registrations, exchanges and transfers shall be made without charge to bondholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

SECTION 11. The Bonds shall bear interest, and a Purchase Price resulting in yield(s) to maturity, and principal shall mature or be payable upon mandatory sinking fund redemptions, in the maximum annual amounts, and in the fiscal years set forth in **Exhibit A** attached hereto and made a part hereof.

SECTION 12. The Bonds may be subject to optional redemption by this School District prior to maturity, on such date or dates and under such terms as may be determined in the manner described in Section 4 hereof. The Bonds may be subject to mandatory redemption prior to maturity, determined in the manner described in Section 4 hereof, not in excess of any of the annual principal payment amounts set forth in **Exhibit A** hereof.

SECTION 13. This School District appoints the Paying Agent as the paying agent with respect to the Bonds and directs that the principal of, premium, if any, and interest on the Bonds shall be payable at a designated corporate trust office of the Paying Agent, in lawful money of the United States of America.

SECTION 14. The form of the Bonds, including the form of Assignment and the form of the Paying Agent's Certificate, shall be substantially as set forth in **Exhibit B**, which is attached hereto and made part hereof, with appropriate insertions, omissions and variations.

SECTION 15. The Bonds shall be executed in the name of and on behalf of this School District by the manual or facsimile signature of the President or Vice President of the School Board, and the official seal or a facsimile of the official seal of this School District shall be affixed thereto and the manual or facsimile signature of the Secretary or Assistant Secretary of the School Board shall be affixed thereto in attestation thereof; and said officers are authorized to execute and to attest the Bonds.

SECTION 16. No bond constituting one of the Bonds shall be entitled to any benefit under this Resolution nor shall it be valid, obligatory or enforceable for any purpose until such bond shall have been registered and authenticated by the Certificate of Authentication endorsed thereon duly signed by the Paying Agent; and the Paying Agent is authorized to register and authenticate the Bonds in accordance with the provisions hereof.

SECTION 17. This School District covenants to and with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, pursuant to this Resolution, that this School District shall: (i) include the amount of the debt service on the Bonds, for each fiscal year of this School District 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 the Sinking Fund (hereinafter identified) or any other of its revenues or funds the principal of and interest on each of the Bonds at the dates and places and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, this School District shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in the Debt Act, the foregoing covenant of this School District shall be specifically enforceable.

SECTION 18. There is created, pursuant to the requirements of the Debt Act, a sinking fund for the Bonds (the "Sinking Fund") including, if applicable, multiple series, or a mandatory sinking fund. The Sinking Fund shall be administered in accordance with applicable provisions of the Debt Act.

SECTION 19. This School District appoints the Paying Agent as the sinking fund depository with respect to the Sinking Fund.

SECTION 20. This School District covenants to make payments out of the 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 all obligations of the Bonds when due.

SECTION 21. The School Board hereby authorizes the preparation of a Preliminary Official Statement for use in the marketing of the Bonds and authorizes the Superintendent of the School District to approve the form of such Preliminary Official Statement and a final Official Statement with respect to the Bonds of the School District, with such insertions and amendments as shall be necessary or appropriate to reflect the final terms and provisions of the Bonds, the accepted Proposal and this Resolution. The President of the School Board shall affix his or her signature to the Official Statement, as such officer, and such execution of the Official Statement shall constitute conclusive evidence of the approval of the Official Statement by the School Board.

SECTION 22. Following the acceptance of the final terms and conditions of the Bonds and Addendum as described in Section 4, the President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed, as required, necessary and/or appropriate: (a) to prepare, to certify and to file with the Department the debt statement required by the Debt Act; (b) to prepare and to file with the Department any statements required by the Debt Act that are necessary to qualify all or any portion of the debt of this School District that is subject to exclusion as self-liquidating or subsidized debt for exclusion from the appropriate debt limit of this School District as self-liquidating or subsidized debt; (c) to prepare and to file the application with the Department, together with a complete and accurate transcript of the proceedings for the required approval relating to the debt, of which debt the Bonds, upon issue, will be evidence, as required by the Debt Act; (d) to pay or to cause to be paid to the Department all proper filing fees required in

connection with the foregoing; and (e) to take other required, necessary and/or appropriate action.

The School Board also authorizes and directs that an appropriate borrowing base certificate be prepared for filing with the Department as required by the Debt Act following the acceptance of the final terms of the Bonds as described above. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are hereby authorized to prepare and to execute, or to authorize the auditors of this School District to prepare and to execute, such borrowing base certificate.

SECTION 23. If applicable, as determined from the Proposal, the School Board authorizes and directs the purchase of municipal bond insurance with respect to the Bonds. The officers and agents of this School District are authorized and directed to take all required, necessary and/or appropriate action with respect to such insurance, as contemplated in the Proposal, including the payment of the premium for such insurance.

SECTION 24. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed to contract with the Paying Agent for its services as paying agent for the Bonds and as sinking fund depository in connection with the Sinking Fund established for the Bonds.

SECTION 25. It is declared that the debt to be incurred hereby, together with any other indebtedness of this School District, is not in excess of any limitation imposed by the Debt Act upon the incurring of debt by this School District.

SECTION 26. The officers and agents of this School District are authorized to deliver the Bonds and to authorize payment of all costs and expenses associated with issuance of the Bonds as provided for in the Proposal, but only after the Department has certified its approval pursuant to the provisions of the Debt Act or at such time when the filing authorized to be submitted to the Department pursuant to the Debt Act shall be deemed to have been approved pursuant to applicable provisions of the Debt Act.

SECTION 27. This School District covenants to and with the Purchaser (or any portion thereof intended to be exempt from federal taxation) that it will make no use of the proceeds of such Bonds, or of any other obligations deemed to be part of the same "issue" as any portion of such Bonds under applicable federal tax regulations, that will cause such Bonds to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) and Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations implementing said Sections that duly have been published in the Federal Register or any other regulations implementing said Sections, and this School District further covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on such Bonds.

This School District further covenants to and with the Purchaser that it will make no use of the proceeds of the Bonds, of the proceeds of any other obligations deemed to be part of the same "issue" as the Bonds under applicable federal tax regulations, or of any property or facilities financed with the proceeds of the Bonds or of any such other obligations deemed to be

part of the same "issue" as the Bonds, that will cause the Bonds to be or become "private activity bonds" within the meaning of Section 141 of the Code and the regulations implementing said Sections that duly have been published in the Federal Register, and this School District further covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on the Bonds.

The President or Vice President of the School Board is authorized to represent in a certificate delivered when the Bonds are issued, if appropriate, that this School District does not then reasonably expect to issue tax-exempt obligations that, together with all tax-exempt obligations reasonably expected to be issued by all entities that issue bonds on behalf of this School District and all "subordinate entities" (within the meaning of Section 265(b)(3)(E) of the Code) of this School District, in the aggregate, will exceed Ten Million Dollars (\$10,000,000) (excluding obligations issued to refund (other than to advance refund) any obligation to the extent that the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation) in the calendar year of issuance and, accordingly, thereby designate the Bonds (to the extent they are not "deemed designated" under Section 265(b)(3)(D)(ii) of the Code), on behalf of this School District, as "qualified tax-exempt obligations," as defined in Section 265(b)(3)(B) of the Code, for the purposes and effect contemplated by Section 265 of the Code.

SECTION 28. This School District does hereby authorize the optional redemption of the Refunded Bonds to be refunded, on the earliest date authorized by the 2007 A Bonds (the "Redemption Date"), in accordance with the rights and privileges reserved to this School District in the Refunded Bonds, and as described in the Addendum.

Proper officers of the School Board are hereby authorized and directed to give irrevocable instructions to the paying agent and bond registrar for the Refunded Bonds to redeem the Refunded Bonds in accordance with this election of the School Board, following the acceptance of the final terms and conditions of the Bonds and Addendum as described in section 4 hereof.

This School District, simultaneously with delivery of the Bonds to the Purchaser, shall enter into a bond retirement agreement or an escrow agreement (the "Bond Retirement Agreement") with the paying agent of the Refunded Bonds (the "Escrow Agent"), acting as escrow agent for the Refunded Bonds. The Bond Retirement Agreement shall provide for a deposit of Bond proceeds into one or more escrow accounts with the Escrow Agent sufficient to pay the debt service due on such Refunded Bonds through the applicable Redemption Date. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed to execute, to attest, and to seal, as appropriate, and to deliver such Bond Retirement Agreement simultaneously with such delivery of the Bonds. The School District approves the Bond Retirement Agreement in form satisfactory to the Solicitor and Bond Counsel for this School District and as shall be approved by the officers of the School Board executing the same. Such approval of such officers shall be conclusively presumed to have been given by their execution of the Bond Retirement Agreement.

The President, Vice President or Treasurer of the School Board, or the Superintendent or Business Manager, respectively, of this School District is each hereby authorized and directed to

execute and deliver agreements, orders or subscriptions for purchase of United States Treasury Certificates of Indebtedness, Notes or Bonds, State and Local Government Series ("SLGS"), other securities of the United States of America, collateralized certificates of deposit or other investments satisfying the requirements of 53 Pa.C.S. §8250, as described in the Refunding Report, from proceeds of the Bonds and, if applicable, other funds to be deposited under the Bond Retirement Agreement, and to do, to take and to authorize such other acts as shall be necessary or appropriate to provide for retirement of the payment of principal and interest on the Refunded Bonds, as described in the Refunding Report and this Resolution.

The officers and agents of this School District are hereby authorized and directed to take all such actions as may be necessary and appropriate to accomplish the redemption and retirement of the Refunded Bonds.

SECTION 29. The Secretary of the School Board of this School District is hereby authorized and directed to execute and to submit to the Pennsylvania Department of Education, promptly following settlement for the Bonds, the appropriate application and other documents and information necessary to obtain state reimbursement with respect to the debt service on the Bonds (including the filing of the appropriate PLANCON Parts, as applicable).

SECTION 30. This School District shall enter into, and hereby authorizes and directs the President or Vice President of the School Board to execute, a Continuing Disclosure Certificate (the "Certificate") on behalf of this School District on or before the date of issuance and delivery of the Bonds. Such Certificate shall be executed and delivered to satisfy the terms and conditions of the accepted Proposal for sale of the Bonds and Securities and Exchange Commission Rule 15c2-12, and shall be substantially in the form presented to this meeting, which is hereby approved, together with any changes therein made and approved by the executing officer of the School Board, whose execution and delivery thereof shall constitute conclusive evidence of such approval. A copy of the Certificate shall be filed with the Secretary of the School Board and shall be and hereby is made part of this Resolution.

This School District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Certificate. Notwithstanding any other provision of this Resolution, failure of this School District to comply with the Certificate shall not be considered an event of default with respect to the Bonds; however, any registered owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause this School District to comply with its obligations under this Section and such Certificate.

SECTION 31. The Bonds shall be made available for purchase under a book-entry only system available through The Depository Trust Company, a New York corporation ("DTC"). If applicable, at or prior to settlement for the Bonds, this School District and the Paying Agent shall execute or signify their approval of a Representation Letter in substantially the form on file with DTC (the "Representation Letter"). The appropriate officers of this School District and the Paying Agent shall take such action as may be necessary from time to time to comply with the terms and provisions of the Representation Letter, and any successor paying agent for the Bonds, in its written acceptance of its duties under this Resolution, shall agree to

take any actions necessary from time to time to comply with the requirements of the Representation Letter.

SECTION 32. Notwithstanding the foregoing provisions of this Resolution, the Bonds shall initially be issued in the form of one fully-registered bond for the aggregate principal amount of the Bonds of each maturity, and the following provisions shall apply with respect to the registration, transfer and payment of the Bonds:

(a) Except as provided in subparagraph (g) below, all of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds of the same series, interest rate and maturity registered in the name of such nominee or nominees of DTC.

(b) No person other than DTC or its nominee shall be entitled to receive from this School District or the Paying Agent either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof, unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the registration books (the "Register") maintained by the Paying Agent in connection with discontinuing the book-entry system as provided in subparagraph (g) below or otherwise.

(c) So long as any Bonds are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds shall be made to DTC or its nominee in accordance with the Representation Letter on the dates provided for such payments under this Resolution. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of this School District or the Paying Agent with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Paying Agent shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that DTC shall deliver to the Paying Agent, upon request, a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(d) This School District and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to holders of Bonds under this Resolution, registering the transfer of Bonds, obtaining any consent or other action to be taken by holders of Bonds and for all other purposes whatsoever; and neither this School District nor the Paying Agent shall be affected by any notice to the contrary. Neither this School District nor the Paying Agent shall have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the Register as being a registered owner of Bonds, with respect to (1) the Bonds, (2) the accuracy of any records maintained by DTC or any such participant, (3) the payment by DTC or any such participant of any amount in respect of

the principal or redemption price of or interest on the Bonds, (4) any notice which is permitted or required to be given to holders of the Bonds under this Resolution, (5) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Bonds, and (6) any consent given or other action taken by DTC as holder of the Bonds.

(e) So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the holders of such Bonds under this Resolution shall be given to DTC as provided in the Representation Letter.

(f) In connection with any notice or other communication to be provided to holders of Bonds pursuant to this Resolution by this School District or the Paying Agent with respect to any consent or other action to be taken by holders of Bonds, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that this School District or the Paying Agent may establish a special record date for such consent or other action. This School District or the Paying Agent shall give DTC notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(g) The book-entry only system for registration of the ownership of the Bonds may be discontinued at any time if either (1) after notice to this School District and the Paying Agent, DTC determines to resign as securities depository for the Bonds, or (2) after notice to DTC and the Paying Agent, this School District determines that continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of this School District. In either of such events (unless in the case described in clause (2) above, this School District appoints a successor securities depository), the Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of this School District or the Paying Agent for the accuracy of such designation. Whenever DTC requests this School District and the Paying Agent to do so, this School District and the Paying Agent shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

SECTION 33. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the Board of the School District are authorized and directed to perform such acts as may be necessary to facilitate the settlement for the Bonds and redemption of the Refunded Bonds.

SECTION 34. Any reference in this Resolution to an officer or member of the School Board shall be deemed to refer to his or her duly qualified successor in office, or other authorized representative, if applicable.

SECTION 35. In the event any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of this School District that such remainder shall be and shall remain in full force and effect.

SECTION 36. All resolutions or parts of resolutions, insofar as the same shall be inconsistent herewith, shall be and the same expressly are repealed.

SECTION 37. This Resolution shall be effective in accordance with the Debt Act.

DULY ADOPTED, by the School Board, in lawful session duly assembled, this 21st day of July, 2014.

**EAST STROUDSBURG AREA SCHOOL
DISTRICT, Monroe and Pike Counties,
Pennsylvania**

By: _____
(Vice) President of the Board of
School Directors

ATTEST:

(Assistant) Secretary of the Board of
School Directors

(SEAL)

EXHIBIT A

**EAST STROUDSBURG AREA SCHOOL DISTRICT
Monroe and Pike Counties, Pennsylvania
\$10,000,000 Maximum Aggregate Principal Amount
General Obligation Bonds
Maximum Annual Principal Payment Schedule***

[SEE ATTACHED PAGE]

*Includes principal maturities and mandatory sinking fund redemptions.

EXHIBIT A

Page 1 of 2

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EAST STROUDSBURG AREA SCHOOL DISTRICT

SERIES AA OF 2014

Step 3 - Maximum Parameters

1	2	3	4	5	6
<u>Date</u>	<u>Max Principal</u>	<u>Max Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>
3/1/2015			226,666.67	226,666.67	226,666.67
9/1/2015	50,000	6.000	300,000.00	350,000.00	
3/1/2016			298,500.00	298,500.00	648,500.00
9/1/2016	210,000	6.000	298,500.00	508,500.00	
3/1/2017			292,200.00	292,200.00	800,700.00
9/1/2017	325,000	6.000	292,200.00	617,200.00	
3/1/2018			282,450.00	282,450.00	899,650.00
9/1/2018	330,000	6.000	282,450.00	612,450.00	
3/1/2019			272,550.00	272,550.00	885,000.00
9/1/2019	340,000	6.000	272,550.00	612,550.00	
3/1/2020			262,350.00	262,350.00	874,900.00
9/1/2020	375,000	6.000	262,350.00	637,350.00	
3/1/2021			251,100.00	251,100.00	888,450.00
9/1/2021	375,000	6.000	251,100.00	626,100.00	
3/1/2022			239,850.00	239,850.00	865,950.00
9/1/2022	525,000	6.000	239,850.00	764,850.00	
3/1/2023			224,100.00	224,100.00	988,950.00
9/1/2023	2,380,000	6.000	224,100.00	2,604,100.00	
3/1/2024			152,700.00	152,700.00	2,756,800.00
9/1/2024	2,825,000	6.000	152,700.00	2,977,700.00	
3/1/2025			67,950.00	67,950.00	3,045,650.00
9/1/2025	2,265,000	6.000	67,950.00	2,332,950.00	
3/1/2026					2,332,950.00
TOTALS	10,000,000		5,214,166.67	15,214,166.67	15,214,166.67

EXHIBIT B

(FORM OF BOND)

[The following Legend is to be printed on any Bonds registered in the name of The Depository Trust Company or Cede & Co., its nominee: "Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL in as much as the registered owner hereof, Cede & Co., has an interest herein."]

Number

\$

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
COUNTIES OF MONROE AND PIKE
EAST STROUDSBURG AREA SCHOOL DISTRICT
GENERAL OBLIGATION BOND, SERIES AA OF 2014

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE OF THE BONDS</u>	<u>CUSIP</u>
%			

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS (\$ _____)

EAST STROUDSBURG AREA SCHOOL DISTRICT, in Monroe and Pike Counties, Pennsylvania (the "Issuer"), a school district existing under laws of the Commonwealth of Pennsylvania (the "Commonwealth"), for value received, promises to pay to the order of the registered owner named hereon, or registered assigns, on the maturity date stated hereon, upon presentation and surrender hereof, the principal sum stated hereon, unless this General Obligation Bond, Series AA of 2014 (the "Bond"), shall be redeemable and duly shall have been called for earlier redemption and payment of the redemption price shall have been made or provided for, and to pay initially on _____, _____, and thereafter semiannually on _____ and _____ of each year, to the registered owner hereof, interest on said principal

EXHIBIT B

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sum, at the rate per annum stated hereon, until said principal sum has been paid or provision for payment thereof duly has been made. Interest on this Bond shall be payable from the interest payment date next preceding the date of registration and authentication of this Bond, unless: (a) this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date; or (b) this Bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event this Bond shall bear interest from such interest payment date; or (c) this Bond is registered and authenticated on or prior to the Record Date next preceding _____, _____, in which event this Bond shall bear interest from _____, _____; or (d) as shown by the records of the Paying Agent (hereinafter defined), interest on this Bond shall be in default, in which event this Bond shall bear interest from the date to which interest was last paid on this Bond. The interest on this Bond is payable by check drawn on _____ (the "Paying Agent"), or its successor. The principal of and premium, if any, on this Bond, when due, are payable upon surrender hereof at the designated corporate trust office of the Paying Agent. Payment of the interest hereon shall be made to the registered owner hereof whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such interest payment date, unless the Issuer shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owner of this Bond not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name this Bond is registered at the close of business on the fifth (5th) day preceding the date of mailing. Principal, premium, if any, and interest with respect to this Bond are payable in lawful money of the United States of America.

This Bond is one of a series of bonds of the Issuer, known generally as "General Obligation Bonds, Series AA of 2014" (the "Bonds"), all of like date and tenor, except as to numbers, denominations, dates of maturity, rates of interest, and provisions for redemption, in the maximum aggregate principal amount of _____ Dollars (\$_____).

The Bonds have been authorized for issuance in accordance with provisions of the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Debt Act"), of the Commonwealth, and by virtue of a duly adopted resolution (the "Resolution") of the Issuer. The Debt Act, as such shall have been in effect when the Bonds were authorized, and the Resolution shall constitute a contract between the Issuer and registered owners, from time to time, of the Bonds.

The Issuer has covenanted, in the Resolution, to and with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, pursuant to the Resolution, that the Issuer shall: (i) include the amount of the debt service for the Bonds, for each fiscal year of the Issuer 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 under the Resolution or any other of its revenues or funds, the principal of and interest on each of the Bonds at the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the Issuer has pledged and does pledge, irrevocably, its full faith, credit and taxing power.

This Bond shall not be entitled to any benefit under the Resolution, nor shall it be valid, obligatory or enforceable for any purpose, until this Bond shall have been authenticated by the Paying Agent.

The Bonds are issuable only in the form of registered bonds, without coupons, in the denominations of \$5,000 principal amount or any integral multiple thereof. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate upon surrender of such Bonds to the Paying Agent, with written instructions satisfactory to the Paying Agent.

The Issuer and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the Issuer and the Paying Agent shall not be affected by any notice to the contrary.

This Bond may be transferred by the registered owner hereof upon surrender of this Bond to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of this Bond or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of this Bond in the registration books and shall authenticate and deliver at the earliest practicable time in the name of the transferee or transferees a new fully registered bond or bonds of authorized denominations of the same series, maturity and interest rate for the aggregate principal amount which the registered owner is entitled to receive.

The Issuer and the Paying Agent shall not be required to issue or to register the transfer of or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day of mailing of the applicable notice of redemption, as hereinafter provided, or to register the transfer of or exchange any portion of any bond selected for redemption until after the redemption date.

The Bonds stated to mature on or after _____, _____, are subject to redemption prior to maturity, at the option of the Issuer, as a whole, on _____, _____, or on any date thereafter, upon payment of the principal amount thereof, together with accrued interest to the date fixed for redemption.

The Bonds stated to mature on or after _____, _____, are subject to redemption prior to maturity, at the option of the Issuer, from time to time, in part, in any order of maturity selected by the Issuer, on _____, _____, or on any date thereafter. If less than all

Bonds of any particular maturity are to be redeemed, the Bonds of such maturity to be redeemed shall be drawn by lot by the Paying Agent. Any such redemption shall be upon payment of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption.

The Bonds stated to mature on _____, _____, and on _____, _____, are subject to mandatory redemption prior to maturity, in the amounts and on _____ of the years set forth in the following schedules as drawn by lot by the Paying Agent in behalf of the Issuer:

Bonds Maturing on _____, _____ :

<u>Year</u>	<u>Amount</u>
	\$ _____ ; and

Bonds Maturing on _____, _____ :

<u>Year</u>	<u>Amount</u>
	\$ _____ .

Any such redemption shall be upon application of money available for the purpose in the Mandatory Sinking Fund established under the Resolution and shall be upon payment of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption. In lieu of such mandatory redemption, the Paying Agent, as sinking fund depository, in behalf of the Issuer, may purchase, from money available for the purpose in the Sinking Fund established under the Resolution, at a price not to exceed the principal amount plus accrued interest, or the Issuer may tender to the Paying Agent, all or part of the Bonds subject to being drawn for redemption in any such year.

In the case of any partial redemption of Bonds of any maturity that is subject to mandatory sinking fund redemption, the Issuer shall be entitled to designate whether the amount to be redeemed shall be credited against the principal amount of such Bonds due at maturity or credited against the principal amount of such Bonds scheduled to be called for mandatory sinking fund redemption on any particular date or dates, in each case in an integral multiple of \$5,000 principal amount.

If this Bond is of a denomination larger than \$5,000, a portion of this Bond may be redeemed. For the purposes of redemption, this Bond shall be treated as representing the number of Bonds that is equal to the principal amount hereof divided by \$5,000, each \$5,000 portion of this Bond being subject to redemption. In the case of partial redemption of this Bond, payment of the redemption price shall be made only upon surrender of this Bond in exchange for Bonds of authorized denominations of the same maturity and interest rate and in aggregate principal amount equal to the unredeemed portion of the principal amount hereof; Provided, however, that should this Bond be registered in the name of The Depository Trust Company

("DTC") or Cede & Co., as nominee for DTC, or any other nominee of DTC, or any other successor securities depository or its nominee, this Bond need not be surrendered for payment and exchange in the event of a partial redemption hereof and the records of the Paying Agent shall be conclusive as to the amount of this Bond which shall have been redeemed.

Notice of redemption shall be deposited in first class mail not less than 30 days prior to the date fixed for redemption and shall be addressed to the registered owners of the Bonds to be redeemed at their addresses shown on the registration books kept by the Paying Agent as of the day such Bonds are selected for redemption. Failure to mail any notice of redemption or any defect therein or in the mailing thereof shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption as to which proper notice has been given.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal, premium, if any, and accrued interest being held by the Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Resolution, and registered owners of such Bonds or portions thereof so called for redemption shall have no rights with respect thereto, except to receive payment of the principal to be redeemed and accrued interest thereon to the date fixed for redemption, together with the redemption premium, if any.

The Issuer, in the Resolution, has established a sinking fund with the Paying Agent, as the sinking fund depository, into which funds for the payment of the principal of and the interest on the Bonds shall be deposited not later than the date fixed for the disbursement thereof. The Issuer has covenanted, in the Resolution, to make payments from such sinking fund or from 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 all obligations of this Bond.

It hereby is 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 Bond or in creation of the debt of which this Bond 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 Bond, together with any other indebtedness of the Issuer, is not in excess of any limitation imposed by the Debt Act upon the incurring of debt by the Issuer.

This Bond has been designated or "deemed designated" by the Issuer as a "qualified tax-exempt obligation", as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), for purposes and effect contemplated by Section 265 of the Code (relating to expenses and interest relating to tax-exempt income of certain financial institutions).

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of the President of the Board of School Directors, and its official seal or facsimile thereof to be affixed hereto and the manual or facsimile signature of the Secretary of the Board of School Directors to be affixed hereto in attestation thereof, all as of the Dated Date of the Bonds.

EAST STROUDSBURG AREA SCHOOL
DISTRICT, Monroe and Pike Counties,
Pennsylvania

By: _____
President of the Board of School Directors

ATTEST:

Secretary of the Board of School Directors

(SEAL)

(FORM OF PAYING AGENT'S CERTIFICATE)

CERTIFICATE OF AUTHENTICATION; CERTIFICATE AS TO OPINION; AND
CERTIFICATE AS TO INSURANCE

It is certified that:

(i) This Bond is one of the Bonds described in the within-mentioned
Resolution;

(ii) An original Opinion issued by Rhoads & Sinon LLP, dated and delivered
on the date of the original delivery of, and payment for, such Bonds that is on file at such
designated corporate trust office where the same may be inspected; and

(iii) _____ has issued its municipal bond insurance policy, as stated
in the Statement of Insurance printed upon this Bond, a copy of which policy is on file at such
designated corporate trust office where the same may be inspected.

as Paying Agent

By: _____

Authorized Representative

Date of Registration and Authentication:

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto

_____ (the "Transferee")
Name

Address

Social Security or Federal Employer Identification No. _____

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, as attorney, to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

Date: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution that is a participant in a signature guarantee program recognized by the Securities Transfer Association.

NOTICE: No transfer will be made in the name of the Transferee unless the signature(s) to this assignment correspond(s) with the name(s) appearing upon the face of the within Bond 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.

(FORM OF STATEMENT OF INSURANCE)

STATEMENT OF INSURANCE

[To Be Inserted by Insurer]

CERTIFICATE

I, the undersigned, (Assistant) Secretary of the Board of School Directors of EAST STROUDSBURG AREA SCHOOL DISTRICT, in Monroe and Pike Counties, Pennsylvania (the "School District"), certify that: the foregoing is a true and correct copy of a Resolution that duly was adopted by affirmative vote of a majority of all members of the Board of School Directors of the School District at a meeting duly held on July 21, 2014; said Resolution duly has been recorded in the minute book of the Board of School Directors of the School District; a notice with respect to the intent to adopt said Resolution has been published as required by law; said Resolution was available for inspection by any interested citizen requesting the same in accordance with the requirements of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania and such notice; and said Resolution has not been amended, altered, modified or repealed as of the date of this Certificate.

I further certify that the Board of School Directors of the School District met the advance notice and public comment requirements of the Sunshine Act, 65 Pa.C.S. §701 *et seq.*, by advertising the time and place of said meeting, by posting prominently a notice of said meeting at the principal office of the School District or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment prior to adoption of said Resolution, all as required by such Act.

I further certify that: the total number of members of the Board of School Directors of the School District is nine (9); the vote of members of the Board of School Directors of the School District upon said Resolution was called and duly was recorded upon the minutes of said meeting; and members of the Board of School Directors of the School District voted upon said Resolution in the following manner:

William Searfoss	-
Robert Cooke	-
Ronald D. Bradley	-
Eileen Featherman	-
Robert Gress	-
Roy Horton	-
Marjorie James	-
Ryan J. Stevens	-
Gary Summers	-

IN WITNESS WHEREOF, I set my hand and affix the official seal of the School District, this 21st day of July, 2014.

(Assistant) Secretary of the Board of
School Directors

(SEAL)

Jonathan W. Cox

ph (717) 231-6605
fx (717) 260-4405
jcox@rhoads-sinon.com

RHOADS & SINON LLP

Reply to Harrisburg Office

FILE NO: 2351/57/58/59

July 11, 2014

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

Attention: Patty Meadus
Legal Advertising Department
The Pocono Record
511 Lenox Street
Stroudsburg, PA 18360

Via Email: pmeadus@poconorecord.com

Dear Patty:

Attached, please find three legal Notices regarding Resolutions to be adopted by the East Stroudsburg Area School District, to be published in your newspaper one time only on Wednesday, July 16, 2014. If you encounter any difficulties in publishing these legal Notices on the specified date, please notify us immediately.

On the date of publication, please fax (717-238-8621) a copy of each published legal Notice and immediately send three (3) original proofs of publication of each legal Notice to:

Jonathan W. Cox, Esquire
Rhoads & Sinon LLP
One South Market Square, 12th Floor
Harrisburg, Pennsylvania 17101.

One original proof of publication of each Notice and the invoice for services rendered should be sent to:

Mr. Jeffrey Bader, Business Manager
East Stroudsburg Area School District
50 Vine Street, P.O. Box 298
East Stroudsburg, PA 18301.

One South Market Square, 12th Floor • P.O. Box 1146 • Harrisburg, PA 17108-1146 • ph: 717.233.5731
29 DowlIn Forge Road • Exton, PA 19341 • ph: 610.423.4200 • fax: 610.423.4201

www.rhoads-sinon.com

July 11, 2014
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If you have any questions or encounter any problems, please contact our office immediately.

Very truly yours,

RHOADS & SINON LLP

/s/ Jonathan W. Cox

By:

Jonathan W. Cox

cc(w/attachment): Mr. Jeffrey Bader, Business Manager (jeffrey-bader@esasd.net)
Ms. Patricia Rosado, Board Secretary (patricia-rosado@esasd.net)
Thomas F. Dirvonas, Esquire (tom@dirvonas.com) and Chris Brown,
Esquire (chris@dirvonas.com)
Jamie Doyle, Public Financial Management (doylej@pfm.com)

NOTICE

NOTICE IS GIVEN that the Board of School Directors of the East Stroudsburg Area School District, Monroe and Pike Counties, Pennsylvania (the "School District"), proposes to adopt, at a public meeting to be held not less than three (3) days nor more than thirty (30) days following the date of publication of this notice, a Resolution (the "Resolution"), the caption and summary of the proposed Resolution being as follows:

"A RESOLUTION

INCURRING NONELECTORAL DEBT TO BE EVIDENCED BY ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF EIGHTEEN MILLION DOLLARS (\$18,000,000), TO PROVIDE FUNDS TO CURRENTLY REFUND THE SCHOOL DISTRICT'S OUTSTANDING: (1) GENERAL OBLIGATION NOTES, SERIES A OF 2004; (2) GENERAL OBLIGATION BONDS, SERIES OF 2009; AND (3) GENERAL OBLIGATION BONDS, SERIES A OF 2009; AND PAY RELATED COSTS; ACCEPTING A PROPOSAL FOR PURCHASE OF THE BONDS; SETTING FORTH THE PARAMETERS, SUBSTANTIAL FORM OF, AND CONDITIONS TO, ISSUING THE BONDS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THIS SCHOOL DISTRICT TO SECURE THE BONDS; PROVIDING FOR REDEMPTION AND RETIREMENT OF SAID GENERAL OBLIGATION NOTES, SERIES A OF 2004, GENERAL OBLIGATION BONDS, SERIES OF 2009, AND GENERAL OBLIGATION BONDS, SERIES A OF 2009; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND APPROVING RELATED DOCUMENTS AND ACTIONS."

The proposed Resolution is available for public inspection in the School District's Administration Offices, located at 50 Vine Street, East Stroudsburg, Pennsylvania, on any regular business day, Monday through Friday, between the hours of 8:00 a.m. and 3:30 p.m. This Resolution may contain blanks, as permitted by the Pennsylvania Local Government Unit Debt Act (the "Debt Act"). Such blanks will be completed by amending the Resolution prior to its final adoption.

A notice following the final adoption of the Resolution, including a description of any amendments, will be advertised in accordance with the Debt Act.

EAST STROUDSBURG AREA SCHOOL DISTRICT,
Monroe and Pike Counties, Pennsylvania
By: Secretary of the Board of School Directors

NOTICE

NOTICE IS GIVEN that the Board of School Directors of the East Stroudsburg Area School District, Monroe and Pike Counties, Pennsylvania (the "School District"), proposes to adopt, at a public meeting to be held not less than three (3) days nor more than thirty (30) days following the date of publication of this notice, a Resolution (the "Resolution"), the caption and summary of the proposed Resolution being as follows:

"A RESOLUTION

INCURRING NONELECTORAL DEBT TO BE EVIDENCED BY ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF TEN MILLION DOLLARS (\$10,000,000), TO PROVIDE FUNDS TO ADVANCE REFUND A PORTION OF THE SCHOOL DISTRICT'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES A OF 2007, AND PAY RELATED COSTS; ACCEPTING A PROPOSAL FOR PURCHASE OF THE BONDS; SETTING FORTH THE PARAMETERS, SUBSTANTIAL FORM OF, AND CONDITIONS TO, ISSUING THE BONDS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THIS SCHOOL DISTRICT TO SECURE THE BONDS; PROVIDING FOR REDEMPTION AND RETIREMENT OF SAID GENERAL OBLIGATION BONDS, SERIES A OF 2007; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND APPROVING RELATED DOCUMENTS AND ACTIONS."

The proposed Resolution is available for public inspection in the School District's Administration Offices, located at 50 Vine Street, East Stroudsburg, Pennsylvania, on any regular business day, Monday through Friday, between the hours of 8:00 a.m. and 3:30 p.m. This Resolution may contain blanks, as permitted by the Pennsylvania Local Government Unit Debt Act (the "Debt Act"). Such blanks will be completed by amending the Resolution prior to its final adoption.

A notice following the final adoption of the Resolution, including a description of any amendments, will be advertised in accordance with the Debt Act.

EAST STROUDSBURG AREA SCHOOL DISTRICT,
Monroe and Pike Counties, Pennsylvania
By: Secretary of the Board of School Directors

NOTICE

NOTICE IS GIVEN that the Board of School Directors of the East Stroudsburg Area School District, Monroe and Pike Counties, Pennsylvania (the "School District"), proposes to adopt, at a public meeting to be held not less than three (3) days nor more than thirty (30) days following the date of publication of this notice, a Resolution (the "Resolution"), the caption and summary of the proposed Resolution being as follows:

"A RESOLUTION

INCURRING NONELECTORAL DEBT TO BE EVIDENCED BY ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF ELEVEN MILLION DOLLARS (\$11,000,000), TO PROVIDE FUNDS TO CURRENTLY REFUND THE SCHOOL DISTRICT'S OUTSTANDING GENERAL OBLIGATION NOTES, SERIES OF 2009; AND PAY RELATED COSTS; ACCEPTING A PROPOSAL FOR PURCHASE OF THE BONDS; SETTING FORTH THE PARAMETERS, SUBSTANTIAL FORM OF, AND CONDITIONS TO, ISSUING THE BONDS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THIS SCHOOL DISTRICT TO SECURE THE BONDS; PROVIDING FOR REDEMPTION AND RETIREMENT OF SAID GENERAL OBLIGATION NOTES, SERIES OF 2009; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND APPROVING RELATED DOCUMENTS AND ACTIONS."

The proposed Resolution is available for public inspection in the School District's Administration Offices, located at 50 Vine Street, East Stroudsburg, Pennsylvania, on any regular business day, Monday through Friday, between the hours of 8:00 a.m. and 3:30 p.m. This Resolution may contain blanks, as permitted by the Pennsylvania Local Government Unit Debt Act (the "Debt Act"). Such blanks will be completed by amending the Resolution prior to its final adoption.

A notice following the final adoption of the Resolution, including a description of any amendments, will be advertised in accordance with the Debt Act.

EAST STROUDSBURG AREA SCHOOL DISTRICT,
Monroe and Pike Counties, Pennsylvania
By: Secretary of the Board of School Directors

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Intentionally

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Intentionally
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**RESOLUTION OF THE BOARD OF
EDUCATION OF THE EAST STROUDSBURG AREA SCHOOL
DISTRICT**

WHEREAS, the Pennsylvania Defense of Marriage Act was recently declared to be unconstitutional and persons of the same-sex are now permitted to legally marry in Pennsylvania; and

WHEREAS, the East Stroudsburg Area School District intends to provide the same coverage for the same-sex spouse of employees and their eligible dependents as would be provided to opposite-sex spouses and their eligible dependents under the health, dental and vision plans of the East Stroudsburg Area School District.

NOW, THEREFORE, the Board of Education hereby authorizes health, dental, and vision coverage of same-sex spouses and eligible dependents under the same terms and conditions as the coverage provided to opposite-sex spouses and their eligible dependents and as provided hereafter. The spouses of previously married and newly married same-sex employees and their eligible dependents will follow the same enrollment procedure required for previously married and newly-married opposite-sex couples and their eligible dependents. The same proof of marriage and documentation proving dependency for other eligible dependents will be required for previously married and newly married same-sex spouses and dependents as with opposite-sex spouses and dependents. Further, the Board hereby authorizes the amendment of plan language consistent with this Resolution as may be required.

Passed this 21st day of July, 2014, at a duly regularly scheduled meeting of the Board, a quorum being present and voting throughout. This Resolution shall be effective immediately.

ATTEST:

Patricia Rosado, Board Secretary

William Searfoss, Board President



East Stroudsburg Area School District
East Stroudsburg Elementary School
"Where we strive for excellence"

93 Independence Road
East Stroudsburg, PA 18301
Phone (570) 421-1905 Fax (570) 420-8310
www.esasd.net

Principal: Irene C. Livingston

March 14, 2014

East Stroudsburg University
200 Prospect Street
Stroud Hall 112
East Stroudsburg, Pa 18301
Attn: Rhonda M. Sutton, Ed. D.
Assistant Professor
Graduate Coordinator
Director, Northeastern Pennsylvania Reading and Writing Project Reading Dept.

Dear Dr. Sutton;

East Stroudsburg Elementary is a public school in the East Stroudsburg School District in East Stroudsburg, Pennsylvania. As of today, we have a population of 676 students. We encompass Kindergarten through 5th grade.

We are interested in partnering with the Northeastern Pennsylvania Writing Project, because we share the same philosophies regarding educating students in Writing. We are looking for a way to provide our teachers with the knowledge, expertise and leadership to improve writing and learning for our students. We believe that writing in its many forms is the signature means of communication in the 21st century. We believe that by partnering with NPWP, our teachers will be provided with professional development to lead students to become accomplished writers and active participants in a digital, interconnected world.

Our teachers look forward to the customized in-service program that NPWP would provide through this grant. Teachers are aware of the diverse array of continuing education and research opportunities that will be offered if we are approved as partners with NPWP.



East Stroudsburg Area School District
East Stroudsburg Elementary School
"Where we strive for excellence"

93 Independence Road
East Stroudsburg, PA 18301
Phone (570) 421-1905 Fax (570) 420-8310
www.esasd.net

Principal: Irene C. Livingston

We understand that there is no single right approach to teaching writing; however, we know that some practices have proven to be more effective than others. We feel that NPWP will help us to become a reflective and informed school community, which shows best practice in the design and development of a comprehensive writing program.

Resources that ESE/ESASD will contribute:

- 19 professional staff
- 3 In-service days for professional development: August 27, 2014, January 20, 2015, and March 6, 2015. These days do not require substitute teachers.
- 6 hours for professional development in place of district required Building Grade Level meetings: the 2nd Wednesday of these months: Sept., 2014, Oct., 2014, Nov., 2014, Dec., 2014, April, 2015, and May 2015.
- Half-day professional development for 3 groups of teachers, twice during the 2014/15 school year, one in Nov.-Dec. and one in Jan.-March (6 subs needed for 1.5 days).

Thank you for providing ESE with the opportunity to participate in the Northeastern Pennsylvania Writing Project.

Sincerely,


Mrs. Irene C. Livingston

Principal

NWP 2014-2015 SEED Grant Proposal: Professional Development in a High-Need School

To apply for a Professional Development in a High-Need School Grant, prepare a 4–5 page narrative that responds to the prompts below. This document is intended to be used as a template for you to prepare your proposal. Replace the questions/prompts with your responses. Upload the completed proposal to the NWP website (<http://www.nwp.org/cs/public/print/projects/118>) during the April 1–April 15, 2014 submission period.

Submitted By: Northeastern Pennsylvania Writing Project | PA
Writing Project Site Name State (E.g., KY)

Authors of this Report: Rhonda M. Sutton

1. Partner School

East Stroudsburg Elementary School (ESES) is one of six K-5 elementary schools in the East Stroudsburg Area School District in northeastern Pennsylvania. ESES' twenty-six classroom teachers, three special education teachers, and six related arts teachers serve 688 students. ESES is a Title I school serving 51% free/reduced lunch as reported in the 2013-2014 Pennsylvania Department of Education Food and Nutrition Division Building Data Report (Lunch). The demographics of the school are as follows: Caucasian 51%, African American 20%, Hispanic 27%, Asian/Pacific Islander < 1%, Native American < 1%. This includes 17% of students with IEP, and less than 1% of English Language Learners and homeless students.

There are several reasons NPWP selected ESES as a potential partner. This partnership will provide an opportunity to begin developing teacher leader capacity. Another reason is the district is in an adoption year for a reading/writing program. Writing has been an area of concern in the school and district with very little structured professional development or cohesive instructional materials. Without specific direction, writing, district-wide, is a conglomerate of materials and practices. Additionally in Pennsylvania, as of the 2014-2015 academic year, the state standardized test will include writing for all grades tested. This partnership will support teachers as they gain in depth knowledge of teaching writing. Additionally, the teachers will use their knowledge of teaching writing to create a cohesive writing curriculum that will address the needs of student writers, ultimately improving student achievement on standardized tests. Another reason is that this inquiry into the relationship between teaching and learning will be the foundation of research investigating how students are engaged in quality writing experiences.

Mrs. Livingston, principal at ESES recognized the need for professional development focused on excellent models for designing, thinking about and planning effective writing lessons. The teachers at ESES were trained in the workshop model approach and Mrs. Livingston has carved out dedicated time for writing in the school schedule. However, this has not been enough to significantly impact student achievement in writing. The teachers are well versed in the structure of the workshop model, but continue to struggle with lessons that support students as writers. The teachers and Mrs. Livingston are very interested in the opportunity to deepen teacher understanding of teaching writing. The district has not had the funding to support intensive professional development in writing; however, Mrs. Duggins, Assistant Superintendent of Curriculum and Instruction, has expressed her confidence in our work and has promised district level support by identifying district-wide in-service days that will be dedicated to writing. Mrs. Livingston will structure common planning time for teachers to meet with the NPWP facilitator.

2. Writing Project Site Capacity

Rhonda Sutton, Northeastern Pennsylvania Writing Project Director and a professor in the Reading Department at East Stroudsburg University, is well prepared to coordinate and facilitate the work of this partnership. She has successfully worked with schools to implement reading and writing programs. She has also facilitated school teams in a close examination of lessons to uncover the relationship between teaching and learning, specifically utilizing the lesson study process. Rhonda is eager to continue this work with ESES. Since beginning her term as director, she was invited to co-facilitate a workshop during the National Writing Project Annual Meeting in November 2013. She specifically addressed connecting with Developmental Studies Center's Being a Writer program as a partnership that provides resources for Writing Projects and offer benefits that support student achievement and teacher development. Rhonda's expertise will support cultivating the partnership between ESES and NPWP with the hopes that it will become a long-standing relationship with the school and district. It is the cultivation process that will speak volumes to the quality of the NPWP site's work and open doors to other possible partnerships.

The work of this partnership will take on the form of a research project with Rhonda as the principal investigator. Rhonda will secure IRB approval for this endeavor. This research will develop into a scholarly presentation and publication. Knowing that the responsibility of such a project is a large investment of time and effort for one person and the optimum design would be to have three teacher leaders (one for each grade level), Rhonda's expertise with lesson study and projects of this size is a valuable asset to this project. However, a lesson learned from previous work is that the capacity of the site is as strong as the teacher leadership base. Presently our teacher leadership base is small. Many of the teachers who have participated in Summer Institutes have not been groomed to transition into the role of teacher leader. NPWP will utilize the partnership as a tool to build the capacity of the site's teacher leaders, which will result in teacher leaders who will have the confidence, knowledge and skills to lead future professional development opportunities. Teacher Consultants will be invited to shadow Rhonda at each professional development session as a way to develop teacher leaders. For this role, two individuals will be selected from the Teacher Consultant network. At each of the shadowing sessions either one or both individuals will be present. Their work will culminate in the facilitation of the mini institute at the end of the project. Rhonda's work at ESES will be recorded to create training material for Teacher Consultants leadership development. Monthly site meetings will focus on discussion of shadow experience and to study the training materials in preparation for facilitating future collaborative team meetings, the one-week mini institute and the 2015 Summer Institute that will conclude this work. These monthly meetings will allow NPWP to develop and pilot the school year teacher leadership development program described in the 2014-2016 Teacher Leadership Development Grant. In addition, NPWP will be afforded an additional benefit from this partnership; recruitment of teachers who are interested in continuing the collaborative work around writing as well as developing leadership skills, hence growing our Teacher Consultants capacity base.

3. Theory of Action/Planning

After meetings with school and district leadership (assistant superintendent, principal, school RtII teacher), the goals identified for this partnership are to deepen understanding of teaching writing and to recognize the pedagogical underpinning of instruction that leads to student achievement in writing. The professional development work will include teachers in grades 3-5, specifically fifteen classroom teachers (five teachers in each grade level), three special education teachers, and one RtII teacher. We

recognized the need for a narrow rather than sprawling focus on writing. Much of the structure of the professional development will be derived from lesson study, a model of professional development originated in Japan and adapted for use in the United States, to improve classroom teaching (Stigler & Hiebert, 1999). According to Lewis & Hurd (2011), "Lesson study is a system of research and development in which teachers help to refine ideas about "best practice" through careful study of actual instruction." Lesson study engages teachers in planning, observing, collecting and analyzing data and learning from lessons they teach to their students. Lesson study supports reflective and systematic investigation of teaching and learning. The collaborative learning team, engaged in this inquiry process will develop epistemologically and ontologically as teachers of writing (Lassonde & Israel, 2008). The expectation is incremental improvement in writing instruction while maximizing student achievement. NPWP facilitators along with the teachers will collaboratively identify a problem of practice in writing that they want to understand deeply and utilize an inquiry stance to gather, analyze and interpret data to learn how students make sense of writing instruction. The collaborative process puts the ownership of the learning in the teachers' hands. This investigative work will enable teachers to notice discoveries about teaching and learning that have not previously occurred to them. Having a narrow focus will help craft a shared and deepened understanding of teaching and learning.

The professional development will extend from August, 2014 to June, 2015 and will include job-embedded work (modeling and observations), preparation time (provided by the school), on-going collaborative team meetings (face-to-face), and a mini institute, totaling 60 hours. Recognizing that the grant funding begins September 1, 2014 self-supporting funds will cover the cost of the August training. Below is the tentative schedule of events:

August 27, 2014-Full Day Collaborative Learning Team workshop at ESES with NPWP facilitator to identify a challenge of writing practice the team wants to understand deeply to improve student writers and best practices in writing instruction. A Teacher Consultant will observe (shadow) the facilitation of the workshop. Substitutes are not needed because students are not in school on this day. (6 hours)

September-December- Monthly (second Wednesday of the month) one-hour Collaborative Learning Team meetings at ESES to examine student work samples of writing methods and processes implemented. Classroom demonstration lessons and lesson data collection based on writing methods and processes. How are the patterns in student learning the same or different? What teacher actions and student behaviors were noted during the lesson? What should the students learn next? A Teacher Consultant will observe (shadow) the facilitation of the workshop. (4 hours)

November- Half-day workshop per grade level focused on demonstration lesson and debriefing; A Teacher Consultant will observe (shadow) the facilitation of the workshop. Substitute teachers will be utilized to provide coverage so teachers can participate in observation/debriefing session. (3 hours/grade level)

January 20, 2015- One Full Day workshop at ESES focused on writing and thinking about what has been discovered/learned about teaching and learning in writing from the implementation of writing methods and processes. A Teacher Consultant will observe (shadow) the facilitation of the workshop. Substitutes are not needed because students are not in school on this day. (6 hours)

February-Half-day workshop per grade level focused on demonstration lesson and debriefing; A Teacher Consultant will observe (shadow) the facilitation of the workshop. Substitute teachers will be utilized to provide coverage so teachers can participate in observation/debriefing session. (3 hours/grade level)

March 6, 2015- One Full Day workshop at ESES focused on writing and thinking about what has been discovered/learned about teaching and learning in writing from the implementation of writing methods and processes. The Teacher Consultant will take on the facilitation of the workshop with Rhonda coaching as needed. Substitutes are not needed because students are not in school on this day. (6 hours)

April-May--Monthly (second Wednesday of the month) one-hour Collaborative Learning Team meetings at ESES to examine student work samples from writing methods and processes implemented (based on what was identified as next step from previous month). How are the patterns in student learning the same or different? What teacher actions and student behaviors were noted during the lesson? What should the students learn next? The Teacher Consultant will take on the facilitation of the meetings with Rhonda coaching as needed. (2 hours)

June 22-26, 2015--One-week mini institute for the Collaborative Learning Team at East Stroudsburg University to write and think together about their understandings about teaching and writing. Collaborative Learning Teams present and celebrate their learning. The Teacher Consultant will take on the facilitation of the workshop with Rhonda coaching as needed. Substitutes are not needed because students are not in school on this day. (30 hours)

4. Funding

The majority of the funding will be used for stipends for teacher involvement, pay and NPWP facilitator salaries. Teacher stipends (\$9,595) will be awarded at the completion of the mini institute. In addition, funding will be used to supplement district cost (\$1,600) for substitutes to provide coverage for teachers to participate in classroom demonstrations and debriefings. Also, funding will be used (\$6,129) to provide facilitators' stipend for preparation time and communication time with teachers. \$858 has been allocated for classroom materials, professional text, and other supplies that will be used as tools that represent exemplar text and lessons for modeling and discussion. \$1818 has been set aside to cover university indirect cost. These funds reflected in the budget equal to the total award amount of \$20,000. Additional funding from self-supporting revenue will subsidize the work as described in the NWP Core Budget.

Budget

Facilitator's Stipend

Professional Development facilitator (full-day)*	2 days@\$500/day	\$1,000
Professional Development facilitator (half-day)*	6 half-days@\$250/half-day	\$1,500
Collaborative Team Mtgs facilitator*	1facilitator@\$200 (x 6 meetings)	\$1,200
Fringe Benefits	17% ESU average cost for Fringe	\$ 629
Subtotal		\$4,329

Teacher Consultant Stipend

Teacher Consultant (shadow) facilitator fee*	34 hours@\$14.70/hr.	\$ 500
TC Mini Institute facilitators*	2 TCs@\$650 each	\$1,300

Subtotal		\$1,800
<u>Teacher Stipend</u>		
Mini Institute Teacher Stipends	19@ \$505	\$ 9,595
Substitute Pay	16@ \$100	\$ 1,600
Subtotal		\$11,195
<u>Supplies</u>		
Professional text/supplies		\$ 858
Subtotal		\$ 858
<u>Other</u>		
Indirect Cost	ESU	\$ 1,818
Subtotal		\$ 1,818
Grand Total:		\$20,000

*Facilitator fees include preparation time, communication time with teachers, and follow-up time with Teacher Consultants. It is estimated for every 1 hour of facilitation time, 1 hour is needed for these responsibilities.

References:

- Lassonde, C. A., & Israel, S. E. 2008. *Teachers Taking Action A Comprehensive Guide to Teacher Research*. Newark, DE: International Reading Association.
- Lewis, C. C., & Hurd, J. 2011. *Lesson Study Step by Step: How Teacher Learning Communities Improve*. Portsmouth, NH: Heinemann.
- Stigler, J. W., & Hiebert, J. 1999. *The Teaching Gap*. New York, NY: Free Press.

Vita

Rhonda M. Sutton, Ed. D.
1761 Big Ridge
East Stroudsburg, PA 18302
rhondas@esu.edu

(570) 422-3458 (office)
(570) 807-8836 (cell)

EDUCATION

Nova Southeastern University

February, 2005 Doctor of Education in Educational Leadership
Dissertation: "The Effects of Professional Development on Instructional Practices in Reading"
September, 2003 Superintendent Letter of Eligibility

Penn State University

June, 2005 Reading Instruction for Special Education Certificate

East Stroudsburg University

2000 Elementary/Secondary Administrative Certificate

Hunter College

May, 1989 MS, Education
May, 1984 BA, Elementary Education/English

Public School Credentials:

Pennsylvania State Certification, English as a Second Language Program Specialist; Pennsylvania State Certification, Administrative II (Elementary); Pennsylvania State Certification, Instructional II (N-6); New York State Certification (N-6); New York City Common Branches (N-6); Reading Apprenticeship Level 1 Trainer; Thinking Maps Trainer; DataNotGuesswork Trainer; DIBELS Trainer.

PROFESSIONAL EXPERIENCE

East Stroudsburg University

2006-Present Assistant Professor of Reading Education
2006 Adjunct Faculty Member

Courses taught:

REED 313	Foundations of Reading Instruction
REED 521	Language and the Reading Process
REED 524	Reading Clinic Practicum
REED 526	Development of a School Reading Program
REED 529	Assessment and Evaluation of Literacy
REED 532	Essentials of Literacy Coaching
REED 570	Reading Workshop
REED 575	Reading Colloquium: Literacy for the 21 st Century
REED 580	Research Problems in Reading
REED 589	Field Experience in Reading

Nova Southeastern University

2005-2008 Adjunct Faculty Member

Courses taught (Distance Learning-On-Line):

EDU 616	Courageous Learners
EDU 617	BrainSMART Presenting & Facilitating
EDU 702	Curriculum Trends & Innovations

Pocono Mountain School District, Swiftwater, PA

2004 –2006 K-12 Supervisor of Reading
2003-2004 Principal. Coolbaugh Elementary Center/Coolbaugh Learning Center
2000-2003 Assistant Principal. Tobyhanna Elementary Center

Stroudsburg Area School District, Stroudsburg, PA

1994-2000 Classroom Teacher. Grades 2-4, Clearview Elementary School

New York City Public School

1993-1994 Title I Staff Developer/Reading Teacher, grades 3-6, P.S. 50
1992-1993 Grade Leader/Science Teacher, Grades K-2, P.S. 50
1984-1992 Classroom Teacher, grades 1-4, P.S. 50

SCHOLORSHIP

Publication:

Sutton, R. M. 2012. Think Beyond the Text Blog. <http://thinkbeyondthebook.wordpress.com/>
Strong, M., Jay, A. M., Chambers, S., Murphy, K., & Sutton, R. M. 2010. Models of Literacy Coaching: Designing University Literacy Coaching Courses and Programs (pending publication)
Sutton, R. M. 2008. High Flyers Lesson Resource Fiction: Grade 3 (pending publication on line)
Sutton, R. M. 2008. High Flyers Lesson Resource Non-Fiction: Grade 3 (pending publication on line)
Sutton, R. M. 2008. High Flyers Lesson Resource Fiction: Grade 4 (pending publication on line)
Sutton, R. M. 2008. High Flyers Lesson Resource Non-Fiction: Grade 4 (pending publication on line)
Sutton, R. M. 2008. High Flyers Lesson Resource Fiction: Grade 5 (pending publication on line)
Sutton, R. M. 2008. High Flyers Lesson Resource Non-Fiction: Grade 5 (pending publication on line)
Sutton, R. M. 2008. High Flyers Lesson Resource Fiction: Grade 6 (pending publication on line)
Sutton, R. M. 2008. High Flyers Lesson Resource Non-Fiction: Grade 6 (pending publication on line)

Professional Presentations:

“Finding Partners in Existing Places,” National Writing Project Annual Meeting, 2013, Boston, MA
“Using Social Media to Build Collaboration and Engagement in Online Graduate Reading Classes,” Association of Literacy Educators and Researchers Annual Conference, 2013, Dallas, TX
“Using Social Media to Build Collaboration and Engagement in Online Graduate Reading Classes,” Quality Matters, 2013, Nashville, TN
“Revision Strategies: Moving Students in the WRITE Direction,” International Reading Association, 2013, San Antonio, TX
“iPad Apps in Teacher Education,” Center for Excellence in Teaching and Learning iPad Poster Session, 2013, East Stroudsburg, PA
“Using Social Media and Online Collaboration Tools to Build Engagement in Online Classes,” Scholarship Colloquium Center for Excellence in Teaching and Learning, 2013, East Stroudsburg, PA
“Conferring: The Heart of the Work,” Keystone State Reading Association 45th Annual Conference, 2012, Seven Springs, PA
“Teaching Writing to a New Generation of Learners,” Keystone State Reading Association 45th Annual Conference, 2012, Seven Springs, PA
“Maximizing Opportunities for Engaging Diverse Learners,” International Reading Association, 2012, Chicago, IL
“Inner Monologue,” Keystone State Reading Association 43rd Annual Conference, 2010, Hershey, PA
“Culturally Relevant Pedagogy,” Colonial Intermediate Unit #20, 2010, Easton, PA
“Internal Monologue: Response to Intervention,” National Literacy Coaching Summit, 2010, Texas A & M University, Corpus Christi, TX

- “A Shift in Consciousness: Literacy Coaching for the Future,” Association of Literacy Educators and Researchers 53rd Annual Conference, 2009, Charlotte, NC.
- “Utilizing Literature Circles to Develop Future Teachers as Readers,” Association of Literacy Educators and Researchers 53rd Annual Conference, 2009, Charlotte, NC
- “Designing and Developing Literacy Coaching Courses,” Association of Literacy Educators and Researchers 53rd Annual Conference, 2009, Charlotte, NC
- “Beyond the Book: Using Metacognition to Enhance Reading Instruction,” International Reading Association, 2009, Minneapolis, MN
- “A Shift in Consciousness” National Literacy Coaching Summit, 2009, Texas A & M University, Corpus Christi, TX,
- “Utilizing Literature Circles to Develop Future Teachers as Readers,” Professional Development Schools National Conference, 2009, Daytona Beach, FL
- “Utilizing Literature Circles to Develop Future Teachers,” College Reading Association’s 52nd Annual Meeting 2008, Sarasota, FL
- “Writing for Success,” Keystone State Reading Association Conference, 2008, King of Prussia, PA
- “A Shift in Consciousness,” Keystone State Reading Association Conference, 2008, King of Prussia, PA
- “Think Aloud: Modeling Metacognition,” Bloomsburg University 44th Annual Reading Conference, 2008, Bloomsburg, PA
- “Literacy Coaching: Impact on Reading Instruction,” International Reading Association, 2008, Atlanta, GA
- “The Impact of PDS on Enhancing Learning for All,” Professional Development Schools National Conference, 2008, Daytona Beach, FL
- “Diversity in the Classroom,” Colonial Intermediate Unit # 20, 2008, Easton, PA
- “Think Aloud: Modeling Metacognition,” Keystone State Reading Association Conference, 2007,
- “Diversity in the Classroom,” Colonial Intermediate Unit # 20, 2007, Easton, PA
- “Engaging Interaction with Communities Beyond the Classroom,” Professional Development Schools National Conference, 2007, Las Vegas, NV
- “Diversity Awareness,” Northampton Community College, 2006, Tannersville, PA
- “Reading for Understanding,” Stroudsburg Area School District, 2006, Stroudsburg, PA
- “Minorities in Education,” Colonial Intermediate Unit # 20, 2006, Easton, PA

Grants:

- National Writing Project SEED Teacher Leadership Development Grant \$20,000.00
- 2014-2016 Proposal Title: Teacher Leadership Development
- PASSHE Diversity Grant \$13,000.00 (Conditional approval; not funded due to budgetary challenges)
- 2009 Proposal Title: Critical evaluation of diverse children’s literature and its impact on diverse student achievement in reading
- Provost Department Instructional Support Grant \$2,000.00
- 2009 Proposal Title: Oral History Project \$1000.00
- 2010 Proposal Title: Diverse Children’s Literature for the Classroom \$1000.00
- Faculty Development and Research Travel Grant \$3,072.00
- 2007 Proposal Title: Engaging Interactions with Communities Beyond the Classroom \$ 772.00
- 2008 Proposal Title: Literacy coaching: Impact on reading instruction \$800.00
- 2009 Proposal Title: A Shift in Consciousness \$500.00
- 2009 Proposal Title: Beyond the Books: Using metacognition to enhance reading instruction \$ 500.00
- 2010 Proposal Title: Internal Monologue: A response to Intervention \$500.00
- Faculty Development and Research Mini Grant \$1000.00
- 2007 Proposal Title: Literacy coaching; Impact on reading instruction” \$500.00
- 2008 Proposal Title: The impact of metacognitive awareness on effective reading instruction” \$500.00
- Foundation Grant \$2000.00

2008 Proposal Title: Metacognitive awareness on reading instruction for preservice teachers
2009 Proposal Title: Digital Read Aloud: Enhancing interactive read aloud practice

SERVICE

East Stroudsburg University

2013 Director, Northeastern Pennsylvania Writing Project
2013 Member, Strategic Planning Student Centered Task Force
2013 Member, University Committee for Excellence in Teaching and Learning
2012 Co-Supervisor, PACC VISTA
2012 Member, Middle Level Advisory Committee
2012 Member, Frederick Douglass Institute
2012 Member, Professional Development School Coordinating Council
2011-2014 Reading Department Graduate Coordinator
2012 College of Education Strategic Planning Committee
2012 Member, NCATE Standard 3 Committee

Pennsylvania Department of Education

2009-present Member, Collaborative Coaching Board

Colonial Intermediate Unit # 20

2006-present Member, Reading Advisory Council

Pennsylvania Reading Teacher Educators (PRTE)

2013 President
2011 President Elect
2010 Vice President
2007-2010 Membership Chairperson

Keystone State Reading Association (KSRA)

2012 Conference Committee Member
2011 Conference Committee Member
2007-2008 Volunteer, Registration table for Annual Conference
2007 Chairperson for Featured Speaker at Annual Conference

International Reading Association (IRA)

2008-2012 Member, Council and Affiliate Services Committee
2011-2013 Member, Albert J. Harris Committee

Association of American Publishers

2014 Judge, AEP Award
2013 Judge, AEP Award
2012 Judge, AEP Award

PROFESSIONAL AFFILIATIONS

2000-present Association of Supervision and Curriculum Development
2003-present International Reading Association
2003-present Keystone State Reading Association
2003-present Colonial Association of Reading Educators (C.A.R.E.)
2006-present National Association for Professional Development Schools
2006-present Pennsylvania Reading Teacher Educators (PRTE)
2008-present Association of Literacy Educators and Researchers (ALER)

Being a Writer, 2nd Ed., Trade Book Set, Grade 3



Includes the children's read-aloud trade books that are correlated to lessons in the program. Representing multiple genres, these books also serve as mentor texts to inspire good writing and an appreciation for the craft of writing.

Part Number:

BW2-TBS3

ISBN:

978-1-61003-299-5

Title

Author

1-2-3 Draw Ocean Life	Freddie Levin
The ABCs of Endangered Animals	Bobbie Kalman
Are You a Dragonfly?	Judy Allen
Atlantic	G. Brian Karas
Boundless Grace	Mary Hoffman
Cherries and Cherry Pits	Vera B. Williams
Childtimes: A Three-Generation Memoir	Eloise Greenfield and Lessie Jones Little
Grandma's Records	Eric Velasquez
Grandpa's Face	Eloise Greenfield
Hello Ocean	Pam Munoz Ryan
I Wonder Why the Sea Is Salty	Anita Ganeri
If You Were a Writer	Joan Lowery Nixon
In November	Cynthia Rylant
Into the Sea	Brenda Z. Guiberson

Julius, the Baby of the World	Kevin Henkes
Kittens	Bobbie Kalman and Nicki Walter
My Father's Hands	Joanne Ryder
My Pet Puppy	Marilyn Baillie
Oceans and Seas	Nicola Davies
A Pack of Wolves	Anna Claybourne
The Pain and the Great One	Judy Blume
Panda Kindergarten	Joanne Ryder
The Paper Bag Princess	Robert Munsch
Reptiles	Tom Greve
Scarecrow	Cynthia Rylant
She Come Bringing Me That Little Baby Girl	Eloise Greenfield
Silver Seeds	Paul Paolilli and Dan Brewer
Tacky the Penguin	Helen Lester
Things Will Never Be the Same	Tomie dePaola
Where Butterflies Grow	Joanne Ryder

Being a Writer, 2nd Ed., Trade Book Set, Grade 4



Includes the children's read-aloud trade books that are correlated to lessons in the program. Representing multiple genres, these books also serve as mentor texts to inspire good writing and an appreciation for the craft of writing.

Part Number:

BW2-TBS4

ISBN:

978-1-61003-300-8

Title	Author
1-2-3 Draw Cartoon People	Steve Barr
Australia	Xavier Niz
The Bicycle Man	Allen Say
The Book of Cards for Kids	Gail MacColl
Childtimes: A Three-Generation Memoir	Eloise Greenfield and Lessie Jones Little
The Day of Ahmed's Secret	Florence Parry Heide and Judith Heide Gilliland
Desert Voices	Byrd Baylor and Peter Parnall
Everything Reptile	Cherie Winner
Kenya	Sarah Louise Kras
Mexico	Colleen Sexton
Miss Rumphius	Barbara Cooney
The Moon and I	Betsy Byars
Morning on the Lake	Jan Bourdeau Waboose
Night of the Gargoyles	Eve Bunting

Owl Moon	Jane Yolen
Roxaboxen	Alice McLerran
Sylvester and the Magic Pebble	William Steig
Tar Beach	Faith Ringgold
Tea with Milk	Allen Say
The Ultimate Fact Book: Countries A to Z	Andrew Wojtanik .
A Visit to Italy	Rachael Bell
A Visit to Japan	Peter Roop and Connie Roop
Wizzil	William Steig

Being a Writer, 2nd Ed., Trade Book Set, Grade 5



Includes the children's read-aloud trade books that are correlated to lessons in the program. Representing multiple genres, these books also serve as mentor texts to inspire good writing and an appreciation for the craft of writing.

Part Number:

BW2-TBS5

ISBN:

978-1-61003-301-5

Title

Author

Can It Rain Cats and Dogs?

Melvin Berger and Gilda Berger

Extreme Earth Records

Seymour Simon

The Frog Prince Continued

John Scieszka

Global Warming

Seymour Simon

I Wonder Why Penguins Can't Fly

Pat Jacobs

I Wonder Why the Sahara is Cold at Night

Jackie Gaff

Just a Dream

Chris Van Allsburg

Knots in My Yo-yo String: The Autobiography of a Kid

Jerry Spinelli

The Lotus Seed

Sherry Garland

Meteor!

Patricia Polacco

Moira's Birthday

Robert Munsch

My Rotten Redheaded Older Brother

Patricia Polacco

Nothing Ever Happens on 90th Street

Roni Schotter

Rainforests

James Harrison

Scranimals
Still Firetalking
The Summer My Father Was Ten
Sweet Music in Harlem
The Sweetest Fig
The True Story of the 3 Little Pigs
Uncle Jed's Barbershop
Water Dance
The Wreck of the Zephyr

Jack Prelutsky
Patricia Polacco
Pat Brisson
Debbie A. Taylor
Chris Van Allsburg
Jon Scieszka
Margaree King Mitchell
Thomas Locker
Chris Van Allsburg

SUBCONTRACT BETWEEN
THE OLD DOMINION UNIVERSITY RESEARCH FOUNDATION
AND
EAST STROUDSBURG AREA SCHOOL DISTRICT
UNDER THE UNITED STATES DEPARTMENT OF EDUCATION GRANT NO.
U411A110004

Made by and between the OLD DOMINION UNIVERSITY RESEARCH FOUNDATION, a not-for-profit corporation organized and existing under the laws of the Commonwealth of Virginia, located at 4111 Monarch Way, Suite 204, Norfolk, Virginia (mailing address: P.O. Box 6369, Norfolk, VA 23508-0369), hereinafter referred to as the FOUNDATION, and EAST STROUDSBURG AREA SCHOOL DISTRICT, with its primary offices located at 50 Vine Street, East Stroudsburg, Pennsylvania 18301, hereinafter referred to as the SUBCONTRACTOR.

WITNESSETH:

WHEREAS, the U.S. Department of Education, hereinafter referred to as SPONSOR, has awarded a grant to the FOUNDATION to conduct a project entitled "A Technology-Facilitated Scale Up of a Proven Model of Mathematics Instruction in High Need Schools"; and

WHEREAS, the aforesaid grant provides that FOUNDATION shall subcontract a portion of the work and services to be provided in connection with the project; and

WHEREAS, FOUNDATION desires to enter into an agreement with SUBCONTRACTOR for the performance of this project; and

WHEREAS, SUBCONTRACTOR has represented to the FOUNDATION that it is knowledgeable, qualified, and expert in skills required for this project and covenants that it is capable of performing the services required under this Agreement and desires the FOUNDATION to engage its services;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties mutually agree as follows.

ARTICLE 1. SCOPE OF WORK

a. SUBCONTRACTOR shall perform the services, in a satisfactory and competent manner, specified in the Statement of Work or Proposal, Exhibit A, which is hereby

incorporated herein and made a part of this Agreement in its entirety, providing all necessary resources therefor.

b. In addition to the specific services and formal reports required hereunder, SUBCONTRACTOR agrees that it will at all times during the performance of this Agreement maintain close liaison with FOUNDATION'S PROJECT DIRECTOR, John Nunnery, Ed.D., in order to assure a well-integrated effort.

ARTICLE 2. PERIOD OF PERFORMANCE

The period of performance for this Agreement shall begin on July 1, 2014 and shall end on December 31, 2016, unless extended by mutual agreement of the parties in writing, or unless terminated as provided in the Article 10 of this Agreement.

ARTICLE 3. PROJECT DIRECTION

a. The progress of SUBCONTRACTOR'S performance of the work shall be under the scientific direction of Thomas Lesniewski, who is hereby named SUBCONTRACTOR'S PROJECT DIRECTOR in the monitoring of this project. SUBCONTRACTOR'S PROJECT DIRECTOR is authorized to exercise the technical direction of this project within the general scope of work.

b. All matters affecting the terms of this Agreement, including but not limited to, changes in the scope of work, period of performance, cost, and report requirements shall be referred to the FOUNDATION'S administrative contact, listed in ARTICLE 23 below.

ARTICLE 4. KEY PERSONNEL

SUBCONTRACTOR's PROJECT DIRECTOR shall be assigned as Principal Investigator for the work to be performed under this SUBCONTRACT. No diversion or replacement shall be made by SUBCONTRACTOR without the prior written consent of FOUNDATION.

ARTICLE 5. CONSIDERATION AND PAYMENT

a. In full and complete consideration of SUBCONTRACTOR'S satisfactory performance under this agreement, FOUNDATION agrees to reimburse SUBCONTRACTOR for allowable costs incurred in accordance with the terms of this Agreement in an amount not to exceed twelve thousand dollars (\$12,000.00). Payment of such sum shall be in accordance with the budget included in Exhibit B.

b. Invoices, in sufficient detail to clearly indicate the nature of the expenses, for expenses incurred shall be submitted to FOUNDATION not more frequently than monthly, nor less frequently than quarterly. All invoices shall reference FOUNDATION project number listed on the first page of this Agreement, shall represent actual costs incurred, and shall be certified by an appropriate institutional official. See Exhibit C for format of invoice.

c. SUBCONTRACTOR shall submit Invoices to FOUNDATION addressed as follows: Accounts Payable, Agreement Number 14-269-317101, Old Dominion University Research Foundation, P.O. Box 6369, Norfolk, VA 23508-0369.

d. SUBCONTRACTOR shall submit its final invoice, which must be marked "Final," no later than thirty (30) days after the ending date of this Agreement as specified in Article 2 - Period of Performance.

e. Payment of SUBCONTRACTOR's invoices shall be contingent upon approval of FOUNDATION'S PROJECT DIRECTOR.

f. SUBCONTRACTOR assumes sole responsibility for reimbursement to the FOUNDATION of a sum of money equivalent to the amount of any disallowed expenditures should the SPONSOR or an authorized agency rule, through audit exception or some other appropriate means, that expenditures from funds allocated to the SUBCONTRACTOR for direct and/or indirect costs were not made in compliance with the regulations of the SPONSOR or the provisions of this Agreement.

g. SUBCONTRACTOR shall maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Agreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed.

h. Records and documentation shall be retained for a period of three (3) years after the final payment on this contract or for the period specified by the SPONSOR whichever is longer. SUBCONTRACTOR agrees that all records pertaining to this project will be made available to the FOUNDATION, its designated representative, and/or the SPONSOR for verification and audit.

ARTICLE 6. DELIVERABLES

SUBCONTRACTOR shall provide periodic technical progress reports as requested by FOUNDATION's PROJECT DIRECTOR. Other deliverables contemplated under this Agreement shall be as provided for in Exhibit A.

ARTICLE 7. LIMITATION OF AUTHORITY

Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the statement of work contained herein. Furthermore, the SUBCONTRACTOR shall not assign or subcontract any work related to this Agreement or any interest it may have herein without the prior written consent of the FOUNDATION. The limitation on subcontracting of work pertains to the effort to be performed and does not preclude the normal procurement of supporting supplies, materials, and support services.

ARTICLE 8. PUBLICITY

SUBCONTRACTOR shall not use, directly or indirectly, the name of Old Dominion University Research Foundation, Old Dominion University, or the name of any member of the staffs thereof, or any unpublished information or data relating to this program in any publicity or advertising unless copy is submitted and the express written consent of the Executive Director of the FOUNDATION is obtained in advance.

ARTICLE 9. LIMITS OF LIABILITY

SUBCONTRACTOR is and will be acting as an independent contractor in the performance of this work. SUBCONTRACTOR agrees to indemnify and hold harmless the FOUNDATION and its trustees, employees and agents against any and all costs, damages, and expenses, including attorney's fees, arising from any claims, damages, and liabilities asserted by third parties. SUBCONTRACTOR shall be solely responsible, where found liable, for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of its employees or agents in connection with the performance of this work. In this regard, SUBCONTRACTOR agrees to provide liability insurance naming the FOUNDATION as an insured, if requested by FOUNDATION.

ARTICLE 10. TERMINATION

Either FOUNDATION or SUBCONTRACTOR may terminate this Agreement at any time by giving thirty (30) days written notice of termination to the other party. In the case of termination by FOUNDATION, SUBCONTRACTOR shall, upon receipt of notice of termination, refrain from incurring any further costs under this Agreement, and shall use its best efforts to cancel any commitments made by it prior to receipt of such notice. Termination shall, however, not affect any commitments of SUBCONTRACTOR that, in the judgment of the FOUNDATION, have properly become legally binding prior to the effective date of termination, and could not reasonably have been rescinded by SUBCONTRACTOR. Any prepaid but unearned funds shall be returned to the FOUNDATION.

It is understood and agreed, however, that in the event that SUBCONTRACTOR is in default of any of its obligations hereunder, to include: (1) failure to deliver products or complete the work or service within the stated time period; (2) failure to make progress in prosecuting the work which endangers timely completion; and (3) failure to perform any other material provision of this Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of written notice thereof, then performance by SUBCONTRACTOR may be terminated by FOUNDATION. If SUBCONTRACTOR is in default, FOUNDATION shall be entitled to pursue any rights or remedies which FOUNDATION may have against SUBCONTRACTOR by reason of such default, and FOUNDATION may withhold any payments to SUBCONTRACTOR for the purpose of set-off until such time as the exact amount of damages may be determined.

Notwithstanding any other provision of this Agreement, in the event that the SPONSOR terminates work by FOUNDATION on the subject matter, then performance by SUBCONTRACTOR may be terminated immediately or at any time by FOUNDATION by giving written notice. Such termination shall be effective upon receipt of written notice by SUBCONTRACTOR.

ARTICLE 11. EQUIPMENT TITLE

Title to any budgeted and approved equipment purchased by SUBCONTRACTOR shall vest in SUBCONTRACTOR subject to any subsequent disposition instructions by the prime sponsor. Unbudgeted equipment requires prior written approval by the FOUNDATION.

ARTICLE 12. OWNERSHIP OF DOCUMENTS/INTELLECTUAL PROPERTY

a. Any proprietary intellectual property provided to a party by the other party shall remain the property of the providing party and shall not be used for any purpose other than performance under this Agreement, without the prior written consent of the providing party, unless such data or software is legally obtained without restriction from another source.

b. Any intellectual property that is jointly developed by the parties shall be jointly owned by the parties, and the parties agree to negotiate, in good faith, a sharing arrangement for any costs of protecting their respective rights, and for any revenues that may be had from such inventions, data, or software.

c. Any intellectual property developed solely by the employees of either party shall be owned by that party.

d. SUBCONTRACTOR agrees that if, during the period of this Agreement, any of its employees make an invention or work of authorship in performance of this project, SUBCONTRACTOR shall promptly make such invention or work known to FOUNDATION. All patents and copyrights shall be in accordance with Public Law 98-620 and implementing regulations under 37 CFR 401, "Rights To Inventions Made By Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

ARTICLE 13. COMPLIANCE WITH LAWS AND REGULATIONS; GENERAL OBLIGATIONS

a. In the performance of work authorized pursuant to this Agreement, SUBCONTRACTOR agrees to comply with all applicable laws and regulations affecting performance under this Agreement.

b. In addition, SUBCONTRACTOR agrees for itself and its employees to be bound by all regulations and policies of the program sponsor applicable to SUBCONTRACTOR'S performance hereunder.

c. Each and every provision without exception required by applicable law, regulation, or by the express terms of FOUNDATION'S agreement with the project SPONSOR shall be deemed to be inserted herein, and this Agreement shall be read and enforced between the parties as though all such provisions were included verbatim herein.

ARTICLE 14. CERTIFICATE OF DEBARMENT AND SUSPENSION

a. The SUBCONTRACTOR certifies by signature to this Agreement that it is not suspended, debarred, or ineligible from entering into contracts with any department or other agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension.

b. The SUBCONTRACTOR shall provide immediate notice to the FOUNDATION in the event of being suspended, debarred, or declared ineligible by any department or other agency of the Federal Government, or upon notice of a proposed debarment or suspension, either prior to or after execution of this Agreement.

c. The SUBCONTRACTOR agrees to secure from its subcontractors or participants in transactions expected to equal or exceed the small purchase threshold, certification that such participants are not suspended, debarred, or declared ineligible from entering into contracts with any department or agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension.

ARTICLE 15. DRUG FREE WORKPLACE

By signature to this Agreement, SUBCONTRACTOR certifies that it will comply with the Drug Free Work Place Act of 1988 and its implementing regulations as amended.

ARTICLE 16. AUDIT OF BOOKS

a. This Agreement is subject to the provisions of the Single Audit Act of 1984, P.L. 98-502, as implemented by OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions." SUBCONTRACTOR acknowledges by signature to this Agreement it is subject to OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) if it expends \$500,000 or more in federal awards during its fiscal year, and certifies it is in compliance with the audit requirements of the Circular.

b. SUBCONTRACTOR agrees to submit written notification to the FOUNDATION promptly following completion of each annual audit conducted during the term of this Agreement. The written notification must confirm that Circular A-133 audits were conducted and filed timely, and whether there were any material issues or non-compliance, reportable internal control conditions, pass-through entity awards, related findings, or prior unresolved findings. In addition, upon request, SUBCONTRACTOR must submit a copy of the Data Collection Form for Reporting (Form SF-SAC) required by Circular A-133.

c. Written notification and form SF-SAC shall be submitted, when requested, to: Old Dominion University Research Foundation, P.O. Box 6369, Norfolk, VA 23508-0369, Attn: Circular A-133 Audits.

d. SUBCONTRACTOR warrants that any penalties or expenditure disallowances imposed on the FOUNDATION resulting from instances of non-compliance with federal laws and regulations will be reimbursed by SUBCONTRACTOR.

ARTICLE 17. CERTIFICATION REGARDING LOBBYING

In the event funds allotted under this Agreement are expected to exceed \$100,000, SUBCONTRACTOR certifies by signature to this Agreement that it is in compliance with the requirements of Section 1352, Title 31, US Code which limits the use of appropriated funds to influence certain federal contracting and financial transactions.

ARTICLE 18. CERTIFICATION REGARDING MISCONDUCT IN SCIENCE

By signature to this Agreement, SUBCONTRACTOR certifies that it has established administrative policies as required by the Final Rule (42 CFR Part 50, SubpartF), and that it will comply with those policies and the requirements of the Final Rule regarding Procedures for Dealing with and Reporting Possible Misconduct in Science.

ARTICLE 19. FEDERAL PROCUREMENT CONTRACT

In the event funds allotted under this Agreement are issued under a Federal Procurement Contract, SUBCONTRACTOR, by signature to this Agreement, agrees to comply with applicable provisions of Section 27 of the Office of Procurement Policy Act (41 USC 423) set forth in Exhibit D.

ARTICLE 20. ENVIRONMENTAL COMPLIANCE (applicable to contracts in excess of \$100,000)

By signature to this Agreement, SUBCONTRACTOR certifies that is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 USC 1251 et seq.). Violations shall be reported to the Federal sponsoring agency and the regional office of the U.S. Environmental Protection Agency.

ARTICLE 21. NOTIFICATION OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS

By signature to this agreement, SUBCONTRACTOR certifies, to the extent the regulation is applicable, it is in compliance with E.O. 13496 and 29 CFR Part 471, Appendix A to Subpart A.

ARTICLE 22. COMPLIANCE WITH LAWS AND REGULATIONS: NON-DISCRIMINATION, EQUAL OPPORTUNITY, AND AFFIRMATIVE ACTION OBLIGATIONS

a. This Agreement is subject to the requirements of Executive Orders 11246 and 11375, the rules and regulations of the Secretary of Labor (41 CFR Chapter 60), and any subsequent or related regulations regarding and promoting equal employment opportunities.

b. SUBCONTRACTOR hereby certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control, where segregated facilities are maintained; and it will obtain a similar certification prior to award of any nonexempt subcontract approved hereunder.

c. During the performance of this Agreement, SUBCONTRACTOR agrees to comply with all applicable provisions of Section 503, Title V of the Vietnam Era Veterans' Readjustment Assistance Act of 1972, as the same may be from time to time amended, together with all applicable regulations thereunder.

d. During the performance of this Agreement, SUBCONTRACTOR agrees to comply with all applicable provisions of Sections 503 and 504 of the Rehabilitation Act of 1973 (Public Law 93-516) as the same may be from time to time amended, together with all applicable regulations thereunder.

e. SUBCONTRACTOR further agrees that to the extent the same may be accomplished consistent with the efficient performance of this Agreement, SUBCONTRACTOR shall make a good faith effort to award any approved subcontracts under this Agreement to "labor area surplus concerns," "small business concerns," and "minority business enterprises" as such terms are defined under applicable federal laws, rules, and regulations; and such effort by SUBCONTRACTOR may be a condition of FOUNDATION'S approval of any such subcontract.

ARTICLE 23. NOTICES

All notices or communications to either party by the other shall be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses, or telecommunicated by facsimile, and shall be deemed given on the date so delivered, so deposited in the mail, or received by facsimile transmission unless otherwise provided herein.

FOUNDATION: Bridgett Burman
Senior Grant & Contract Administrator
Old Dominion University Research Foundation
P.O. Box 6369
Norfolk, VA 23508-0369
(757) 683-7227
(757) 683-5290 (Fax)
Email: bburman@odu.edu

SUBCONTRACTOR: Name:
Title:
East Stroudsburg Area School District
50 Vine Street
Stroudsburg, PA 18301
Telephone:
Email:

ARTICLE 24. RESERVED

ARTICLE 25. SEVERABILITY

Each paragraph and provision of this Agreement is severable from the entire subcontract agreement. If any provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

ARTICLE 26. WAIVER OF RIGHTS

Failure of either party to insist upon strict performance of any covenant or condition of this SUBCONTRACT in any one or more instances shall not be construed as a waiver for the future of any such covenant or conditions, but the same shall be and remain in full force and effect.

ARTICLE 27. ENTIRE AGREEMENT

a. The terms and conditions of this Agreement are consistent with OMB Circular A-110, "Uniform Administrative Requirements for Grants & Contracts with Institutions of Higher Education, Hospitals, & Other Non Profit Organizations" for subrecipients receiving Federal assistance passed through from a prime recipient.

b. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. No waiver, modification, or amendment of any of the terms or conditions hereof shall be effective unless set forth in writing and duly signed by authorized representatives of the FOUNDATION and the SUBCONTRACTOR. However, any additional provisions of the prime agreement identified in the header and preamble of this SUBCONTRACT which are required to be included under this subcontract agreement are hereby incorporated by reference.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

OLD DOMINION UNIVERSITY
RESEARCH FOUNDATION

EAST STROUDSBURG AREA SCHOOL
DISTRICT

By: Cynthia A. Matney
Director of Sponsored Programs

Name:
Title:

Date: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

Perform activities outlined in the Roles and Responsibilities for the PowerTeaching i3 Evaluation document executed between SUBCONTRACTOR and Success for All Foundation.

Exhibit B

East Stroudsburg Area School District	
John T. Lambert Intermediate School	Program Support (travel & personnel)
Year 1	\$3,000.00
Year 2	\$3,000.00
Total for John T. Lambert Intermediate	\$6,000.00
Lehman Intermediate School	Program Support (travel & personnel)
Year 1	\$3,000.00
Year 2	\$3,000.00
Total for Lehman Intermediate	\$6,000.00
TOTAL 2 YEAR BUDGET	\$12,000.00

EXHIBIT D

PROCUREMENT INTEGRITY

Section 27 of the Office of Federal Procurement Policy Act, Subsections (a), (b), (d), and (f)

As provided in section 27 of the Office of Federal Procurement Policy Act, the following conduct is prohibited:

- (a) **Prohibited conducted by competing contractors** [Subsection 27(a) of the Act]. During the conduct of any Federal agency procurement of property or services, no competing contractor or any officer, employee, representative, agent, or consultant of any competing contractor shall knowingly -
 - (1) make, directly or indirectly, any offer or promise of future employment or business opportunity to, or engage, directly or indirectly, in any discussion of future employment or business opportunity with, any procurement official of such agency, except as provided in subsection (c) "Recusal";*
 - (2) offer, give, or promise to offer or give, directly or indirectly, any money, gratuity, or other thing of value to any procurement official of such agency; or
 - (3) solicit or obtain, directly or indirectly, from any officer or employee of such agency, prior to the award of a contract any proprietary or source selection information regarding such procurement.
- (b) **Prohibited conduct by procurement officials** [Subsection 27(b) of the Act]. During the conduct of any Federal agency procurement of property or services, no procurement official of such agency shall knowingly -
 - (1) solicit or accept, directly or indirectly, any promise of future employment or business opportunity from, or engage, directly or indirectly, in any discussion of future employment or business opportunity with, any officer, employee, representative, agent, or consultant of a competing contractor, except as provided in subsection (c);
 - (2) ask for, demand, exact, solicit, seek, accept, receive, or agree to receive, directly or indirectly, any money, gratuity, or other thing of value from any officer, employee, representative, agent, or consultant of any competing contractor for such procurement; or
 - (3) disclose any proprietary or source selection information regarding such procurement directly or indirectly to any person other than a person authorized by the head of the agency or the contracting officer to receive such information.
- (d) **Disclosure to unauthorized persons** [Subsection 27(d) of the Act]. During the conduct of any Federal agency procurement of property or services, no person who is given authorized or unauthorized access to proprietary or source selection information regarding such procurement, shall knowingly disclose such information, directly or indirectly, to any person other than a person authorized by the head of such agency or the contracting officer to receive such information.

-
- * This subsection states that the procurement official may engage in a discussion with a competing contractor that is otherwise prohibited by subsection (b)(1) if, before engaging in such discussion, the procurement official requests, in writing, disqualification from involvement in the procurement activity relating to that competing contractor.
- (f) **Restrictions resulting from procurement activities of procurement officials** [Subsection 27(f) of the Act].
- (1) No individual who, while serving as an officer or employee of the Government or member of the Armed Forces, was a procurement official with respect to a particular procurement may knowingly -
- (A) participate in any manner, as an officer, employee, agent, or representative of a competing contractor, in any negotiations leading to the award, modification, or extension of a contract for such procurement, or
- (B) participate personally and substantially on behalf of the competing contractor in the performance of such contract, during the period ending 2 years after the last date such individual participated personally and substantially in the conduct of such procurement or personally reviewed and approved the award, modification, or extension of any contract for such procurement.

SUBCONTRACTOR: EAST STROUDSBURG AREA SCHOOL DISTRICT

Please furnish the following information so that we may update your status in accordance with 13 CFR Part 121:

1. Seller is (), is not () considered a Small Business.
2. Seller is (), is not () considered a Disadvantaged Business.
3. Seller is (), is not () considered a Woman-Owned Business.
4. Seller is (), is not () located in a Labor Surplus Area.
5. Seller is (check one) a () sole proprietorship
 () partnership
 () corporation.
6. Seller's Name: _____
7. Seller's Address: _____

8. Seller's Taxpayer ID No.: _____
9. Seller's DUNS No.: _____

A Small Business is a business defined in Section 3 of the Small Business Act.

A Disadvantaged Business is a business that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51% of its stock owned by one or more socially disadvantaged individuals and has its management and daily business controlled by one or more such individuals.

A Woman-Owned Business is a business, which is at least 51% owned by women who are United States citizens and who also control and operate the business.

A Labor Surplus Area is identified by the Department of Labor as an area of concentrated unemployment or underemployment or an area of labor surplus.

For purposes of this definition, businesses which are publicly owned, joint stock associations, and business trusts are exempted. Exempted businesses may voluntarily represent that they are, or are not, woman-owned if this information is available.

Name and Title of Authorized Official

Signature

Date



Scranton Printing Co.

1225 Penn Avenue, Scranton, PA 18509

Phone: 570-347-9474 • 1-800-290-5283 • Fax: 570-347-0406

Email: spco@scrantonprinting.com

7/15/14

East Stroudsburg Area School District
50 Vine Street
East Stroudsburg PA 18301
Attn: Patricia Rosado

Phone: 570-424-8500 x1101

Email: patricia-rosado@esasd.net
Quote # 71514-1JF

We are pleased to submit the following price quote(s) for your review.

ITEM: Calendars

QTY: 9,000

STOCK: Text: 50# White Offset
Cover: 100# c2s Cover

GRAPHICS: includes graphics by SPC

PROOF: yes email or hard proof

COLOR: Text: 1/1- Black Ink
Cover: 4/1 + flood gloss aqueous coat

SIZE: 8.5 x 11

BINDERY: Collate, Trim, Saddle Stitch

PACKING: convenient carton pack

PRICE: 9,000 @ \$.543 each = \$4,887

FOB: Includes delivery to East Stroudsburg, PA to multiple locations

* Quote is valid for 30 days.
No Overs will be accepted!

Accepted by: _____ Date: _____
Proposed by: Jeffrey A. Franks (y) Date: 7/15/14

431

APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization Girls on the Run Today's Date 7, 3, 14

Non-Profit? yes no Will an admission fee be charged? yes no If yes, amount \$ 125.00 Are you requesting a waiver of facilities fees? yes 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. *on file*

Specific purpose of use: _____ Name of School Requested East Stroudsburg Elementary

from DATE(S)	DAY(S)	to DATE(S)	from HOURS	to HOURS	DESCRIPTION
<u>9/15/14</u>		<u>12/11/14</u>	<u>3:30</u>	<u>4:30</u>	<u>practice, meeting</u>
<u>3/9/15</u>		<u>5/28/15</u>	<u>3:30</u>	<u>4:30</u>	<u>practice, meeting</u>

Facility Required: All-Purpose Room Auditorium Cafeteria Gymnasium *on rainy day*
 Swimming Pool (requires proof of certified lifeguard) Stadium Kitchen/Preparation Kitchen/Serving
 Stage Classrooms # 148 Fields (specify) back field
 Other (specify) _____

Equipment Required: (*must be operated/attended by school personnel)
 Kitchen Equipment* Sound System Record Player/Stereo Equip. Piano
 Stage Lighting* Motion Picture Projector Overhead Projector/Screen Folding Stands
 Scoreboard* Athletic Equipment Other (specify) _____

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 (\$500,000 minimum) \$ _____ Property Damage Liability (each occurrence) (\$500,000 minimum) insurance on file

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 Julia Pcusik Address 259 MOUNT EFFORT DR. EFFORT, PA Phone (570) 460-9660
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.

Signature — Responsible Organization Official Julia Pcusik Phone (day) (570) 460-9668 (eve.) _____

Billing Address _____

APPROVALS: Principal Suzanne C. [Signature] Date 7, 2, 14
Business Administrator [Signature] Date 7, 19, 14
copy to: stage manager athletic director cafeteria manager head custodian librarian a/v coordinator other Date / /

For office use only:		FACILITIES USE INVOICE	
Facilities/Equipment used:	_____	Charges:	\$ _____
	_____		\$ _____
	_____		\$ _____
Personnel Employed:	_____	Charges:	\$ _____
(attach time sheets)	_____		\$ _____
	_____		\$ _____
Other (specify):	<u>432</u>	Charges:	\$ _____
	_____		\$ _____

APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization Bushkill Youth Association Today's Date 6 11 2014

Non-Profit? yes no Will an admission fee be charged? yes no Are you requesting a waiver of facilities fees? yes no

Specific purpose of use: WRESTLING AND FLOOR HOCKEY

Name of School Requested LEHMAN INTERMEDIATE

Table with columns: DAY(S) from DATE(S) to, HOURS from to, DESCRIPTION. Includes entries for Floor Hockey and Wrestling.

- Facility Required: Auditorium, Cafeteria, Gymnasium, etc.
Equipment Required: Kitchen Equipment, Sound System, Record Player/Stereo Equip., etc.

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:

List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used...

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.

Signature - Responsible Organization Official: [Signature] Phone (day) 570-588-0347

APPROVALS: Principal [Signature] Business Administrator [Signature] Date 6/18/14

Table for FACILITIES USE INVOICE with columns: Facilities/Equipment used, Personnel Employed, Other (specify), Charges.

APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization Bushkill Youth Association Today's Date 6/13/2014

Non-Profit? yes no Will an admission fee be charged? yes no Are you requesting a waiver of facilities fees? yes no
 If yes, amount \$ _____ 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.

Specific purpose of use: _____

Name of School Requested Lehman Intermediate

DAY(S) from — DATE(S) — to <u>Tues & Thurs</u> <u>THURS</u> <u>SEPT 6 & 13 114</u> <u>NOV 6TH</u>	from — HOURS — to <u>6 AM - 8 PM</u>	DESCRIPTION (meeting, practice, game, rehearsal, performance,...) <u>PRACTICE AND GAMES FOR</u> <u>FLAG FOOTBALL</u>
--	---	---

Facility Required: _____ Auditorium _____ Cafeteria _____ Gymnasium
 _____ All-Purpose Room _____ Stadium _____ Kitchen/Preparation _____ Kitchen/Serving
 _____ Swimming Pool (requires proof of certified lifeguard) _____ Stage Fields (specify) Lehman Football
 _____ Classrooms # _____ Other (specify) _____

Equipment Required: (*must be operated/attended by school personnel)
 _____ Kitchen Equipment* _____ Sound System _____ Record Player/Stereo Equip. _____ Piano
 _____ Stage Lighting* _____ Motion Picture Projector _____ Overhead Projector/Screen _____ Folding Stands
 _____ Scoreboard* _____ Athletic Equipment _____ Other (specify) _____ Tables and/or Chairs

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:

\$ on file Bodily Injury Liability (\$500,000 minimum) \$ on file Property Damage Liability (each occurrence) (\$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 Steve Billock Address TAMMONT PA 18324- Phone 5703509190
 Name CARL GRAHAM Address PRYLANDS BUSHKILL PA 18324 Phone 573580-0347

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 — Responsible Organization Official [Signature] Phone (day) 570-807-3696
 (eve.) 570-584-0347

Billing Address PO Box 798 Bushkill PA 18324

APPROVALS: Principal [Signature] Date 6/18/14
 Business Administrator [Signature] Date 7/14/14
 copy to: _____ Date _____
 stage manager athletic director cafeteria manager head custodian librarian a/v coordinator other

For office use only: FACILITIES USE INVOICE

Facilities/Equipment used: _____	Charges: \$ _____
_____	\$ _____
_____	\$ _____
Personnel Employed: _____	Charges: \$ _____
(attach time sheets)	\$ _____
_____	\$ _____
Other (specify): <u>434</u>	Charges: \$ _____
_____	\$ _____

APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization Yocum YMCA Today's Date 6/11/14

Non-Profit? Will an admission fee be charged? Are you requesting a waiver of facilities fees? yes no
 yes no yes no
If yes, amount \$ _____ 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.

Specific purpose of use: Flag football

Name of School Requested ESHS-South

Table with columns: DAY(S), DATE(S), from -- HOURS -- to, DESCRIPTION. Includes handwritten entries: 8-23 from 10-25-14, 9am to 3pm, Flag football practices and games.

Facility Required: Auditorium, Cafeteria, Gymnasium, All-Purpose Room, Stadium, Kitchen/Preparation, Kitchen/Serving, Swimming Pool, Stage, Fields (specify) practice football field, proof of certified lifeguard, Classrooms #, Other (specify)

Equipment Required: (*must be operated/attended by school personnel) 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, Other (specify)

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:

\$ on file Bodily Injury Liability (\$500,000 minimum) \$ Property Damage Liability (each occurrence) (\$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 Mike Miller Address 809 Main St. Stroudsburg PA 18360 Phone (570) 664-3549

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.

Signature — Responsible Organization Official [Signature] Phone (day) 570-664-3549 (eve.) _____

Billing Address _____

APPROVALS: Principal [Signature] Date 6/11/14 Business Administrator [Signature] Date 7/14/14 copy to: [checkbox] stage manager [checkbox] athletic director [checkbox] cafeteria manager [checkbox] head custodian [checkbox] librarian [checkbox] a/v coordinator [checkbox] other Date _____

For office use only: FACILITIES USE INVOICE. Table with columns: Facilities/Equipment used, Personnel Employed, Other (specify), Charges: \$.

APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization ESYA (East Stroudsburg Youth Association) Today's Date 6/13/2014

Non-Profit? yes no Will an admission fee be charged? yes no Are you requesting a waiver of facilities fees? yes no
 If yes, amount \$ _____ 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.

Specific purpose of use: Football Games

Name of School Requested EAST STROUDSBURG SOUTH HIGH SCHOOL

DAY(S) from — DATE(S) — to	from — HOURS — to	DESCRIPTION (meeting, practice, game, rehearsal, performance,...)
<u>August 31, 2014</u>	<u>8⁰⁰AM — 5 PM</u>	<u>Football Game</u>
<u>September 7, 2014</u>	<u>8⁰⁰AM — 5 PM</u>	<u>Football Game</u>
<u>September 21, 2014</u>	<u>8⁰⁰AM — 5 PM</u>	<u>Football Game</u>
<u>October 5, 2014</u> <u>Sundays</u>	<u>8⁰⁰AM — 5 PM</u>	<u>Football Game</u>

Facility Required: Sundays
 All-Purpose Room Auditorium Cafeteria Gymnasium
 Swimming Pool (requires proof of certified lifeguard) Stadium Kitchen/Preparation Kitchen/Serving
 Stage Fields (specify) _____
 Classrooms # _____ Other (specify) _____

Equipment Required: (*must be operated/attended by school personnel)
 Kitchen Equipment* Sound System Record Player/Stereo Equip. Piano
 Stage Lighting* Motion Picture Projector Overhead Projector/Screen Folding Stands
 Scoreboard* Athletic Equipment Other (specify) CONCESSION Tables and/or Chairs

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:

\$ Onfile Bodily Injury Liability (\$500,000 minimum) \$ _____ Property Damage Liability (each occurrence) (\$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 THOMAS V SARANI Address 12605 Big Bear Dr East Stroudsburg PA 18042 Phone (718) 354-6398
 Name RANDY LITTS Address _____ Phone (570) 656-5444

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 Randy Litts Responsible Organization Official Phone (day) 570-656-5443 (eve.) _____

Billing Address _____

APPROVALS: Principal _____ Date ____/____/____
 Business Administrator _____ Date ____/____/____
 copy to: stage manager athletic director cafeteria manager head custodian librarian a/v coordinator other _____ Date ____/____/____

For office use only:		FACILITIES USE INVOICE	
Facilities/Equipment used:	_____	Charges:	\$ _____
	_____		\$ _____
	_____		\$ _____
Personnel Employed: (attach time sheets)	_____	Charges:	\$ _____
	_____		\$ _____
	_____		\$ _____
Other (specify):	<u>436</u>	Charges:	\$ _____
	_____		\$ _____

APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization ESYA (EAST STROUDSBURG YOUTH ASS) Today's Date 6, 13, 2014

Non-Profit? yes no Will an admission fee be charged? yes no Are you requesting a waiver of facilities fees? yes 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.

Specific purpose of use: FOOTBALL GAMES

Name of School Requested EAST STROUDSBURG SOUTH HIGH SCHOOL

Table with columns: DAY(S) from DATE(S) to, HOURS from to, DESCRIPTION. Includes entries for October 19, 2014 and November 16, 2014, both from 8:00 AM to 5 PM, for FOOTBALL game.

Facility Required: All-Purpose Room Stadium Cafeteria Gymnasium Swimming Pool Stage Kitchen/Preparation Kitchen/Serving Scoreboard* Athletic Equipment Other (specify) CONCESSION

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: \$ On file Bodily Injury Liability (\$500,000 minimum) \$ _____ Property Damage 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 Thomas Sarai Address 12605 Big Bear Dr, E Stroudsburg Phone (718) 354-6342
Name RANDY LITTS Address 21 Primrose Drive, E-Stroud Phone (570) 656-5443

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.

Signature — Responsible Organization Official Randy Litts Phone (day) 570 656 5443 (eve.) _____

Billing Address _____

APPROVALS: Principal _____ Date ____/____/____
Business Administrator _____ Date ____/____/____
copy to: Stage manager Athletic director Cafeteria manager Head custodian Librarian a/v coordinator Other Date ____/____/____

FACILITIES USE INVOICE. Table with columns: Facilities/Equipment used, Personnel Employed, Other (specify), Charges: \$. Includes handwritten number 437.

East Stroudsburg Area School District

Board of Directors

P.O. Box 298

East Stroudsburg, PA 18301

Re: Use of Facility

Dear School Board Members:

We are writing to ask for Board approval for East Stroudsburg Youth Association to use the football stadium and concession stand for our home youth football games. The home games will be held Sundays on the dates listed on the attached application. We are asking for you to waive the fees as you have done so graciously in the past. The parents of our athletes do appreciate the support of the Board in their children's athletic endeavors.

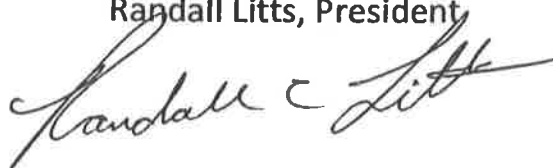
We are a non-profit organization dedicated to serving the youth of East Stroudsburg School District in various sports activities for over 40 years .

We would also like to extend an open invitation for you to come and see our youth in action at these games. We appreciate the support you have given our organization and our student/athletes in the past. We are proud of the fact that we are the first stepping stone towards the future of the East Stroudsburg Area School District student/athletes. Thank you for your consideration.

Sincerely,

Frank Nicoletti, CEO

Randall Litts, President

A handwritten signature in black ink that reads "Randall C Litts". The signature is written in a cursive style with a large initial "R" and "L".

APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization Hoop Group Skills Camp Today's Date 6/27/14

Non-Profit? Will an admission fee be charged? Are you requesting a waiver of facilities fees? yes no
 yes no yes no yes no
 If yes, amount \$ _____ 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.

Specific purpose of use: Possible RAIN gyms to be used in the event of inclement weather at our facility in Cherry Valley.
 Name of School Requested H.S. GYMNASIUM

DAY(S) from — DATE(S) — to	HOURS — to	DESCRIPTION (meeting, practice, game, rehearsal, performance,...)
<u>Aug 18 - 2014</u>	<u>9:00 AM - 4:00 PM</u>	<u>Gym in the event of RAIN</u>
<u>Aug 19 - 2014</u>	<u>10:00 AM - 4:00 PM</u>	<u>Gym in the event of RAIN</u>
<u>Aug 20 - 2014</u>	<u>10:00 AM - 8:00 PM</u>	<u>Gym in the event of RAIN</u>
<u>Mon, Tues, Wed.</u>	<u>4</u>	

Facility Required: Auditorium Cafeteria NEW ONLY
 All-Purpose Room Stadium Kitchen/Preparation Kitchen/Serving
 Swimming Pool (requires proof of certified lifeguard) Stage Fields (specify) _____
 Classrooms # _____ Other (specify) bleachers out

Equipment Required: (*must be operated/attended by school personnel)
 Kitchen Equipment* Sound System Record Player/Stereo Equip. Piano
 Stage Lighting* Motion Picture Projector Overhead Projector/Screen Folding Stands
 Scoreboard* Athletic Equipment Other (specify) _____ Tables and/or Chairs

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:

\$ on file Bodily Injury Liability (\$500,000 minimum) \$ _____ Property Damage Liability (each occurrence) (\$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 Christopher Zupko Address 381 FETHERMAN RD, 18360 Phone (434) 429-0425
 Name PYAN FINCH Address 381 FETHERMAN RD, 18360 Phone (330) 992-6343

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. (434)

Signature — Responsible Organization Official [Signature] Phone (day) 429-0425
 (eve.) - SAME -

Billing Address _____

APPROVALS: Principal [Signature] Date 6/30/14
 Business Administrator [Signature] Date 7/14/14
 copy to: stage manager athletic director cafeteria manager head custodian librarian a/v coordinator other Date _____

For office use only: **FACILITIES USE INVOICE**

Facilities/Equipment used: _____	Charges: \$ _____
_____	\$ _____
_____	\$ _____
Personnel Employed: _____	Charges: \$ _____
(attach time sheets)	\$ _____
_____	\$ _____
Other (specify): <u>439</u>	Charges: \$ _____
_____	\$ _____

th Hoop Group

1930 HECK AVE., BLDG. 3 • NEPTUNE, NJ 07753 • (732) 50-BBALL (502-2255) • FAX (732) 502-9636 • www.hoopgroup.com

Dear members of the East Stroudsburg South School Board,

On behalf of our parent company The Hoop Group, please allow me the opportunity to request the use of your gymnasiums by Hoop Group Skills Camp for the days of August 18th, 19th and 20th 2014, in the event of inclement weather at our facility in Cherry Valley.

Since 1963, our camp has had a long standing relationship with many of the surrounding school districts in the area. Those relationships have been crucial in the success of establishing ourselves as the premier instructional basketball camp in the country. Both campers and coaches alike from the East Stroudsburg area have been a beneficial part of that relationship. Most recently Coach Jonathan DeJesus and a number of your current basketball program members have joined us during our camp sessions as coaches and campers as well. We've also employed many of your male and female student-athletes during past summers and the summer of 2014 as well, as part of our busboy/busgirl program that allows them to work and attend camp in lieu of payment.

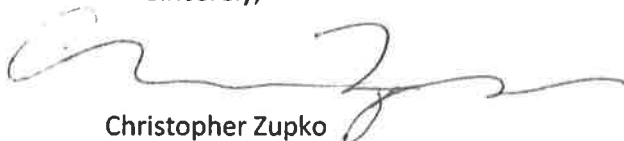
In order to accommodate the number of campers that we serve during that three day session if it rains, we're requesting gym usage. As a primarily outdoor facility, rain can have an adverse effect and cause the program to come to a complete halt. By allowing us the opportunity to use your gym space, we can insure a productive continuation to our program.

For allowing us to do so, please accept eight (8) full scholarships to our Skills Camp, a total dollar value in excess of \$4,400, to be used at your discretion. Please note that the scholarships are yours to use whether we need use of the school district facilities or not. In the event of rain, this is our way of saying thank you for all you've done for us presently and in the past.

We do realize that the usage of the facilities by any of your school organizations must take precedence but hope that any and all consideration to our request can be possibly fulfilled.

In closing, thank you for taking time to read this letter. If you have any questions or I can be of any assistance to you, please feel free to contact me at (434) 429-0425 or zupko@hoopgroup.com.

Sincerely,



Christopher Zupko

Director

Reebok 

100% Pure Basketball
440

APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization NOTARA DANCE THEATRE, INC. ~~501003~~ Today's Date 6-23-14

Non-Profit? yes no Will an admission fee be charged? yes no Are you requesting a waiver of facilities fees? yes 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.

Specific purpose of use: NUTCRACKER BALLET 2014
 Name of School Requested EAST STROUDSBURG HIGH SCHOOL SOUTH

DAY(S) from — DATE(S) — to	from — HOURS — to	DESCRIPTION (meeting, practice, game, rehearsal, performance,...)
TRUCK LOAD MON SUNDAY 11/23	ALL HOURS TO BE SET BY MIKE SILVOY	SET LIGHTS + STAGE
MON/TUES/WED 11/24, 11/25, 11/26	"	TECHNICAL REHEARSAL
WED. 11/26 EVENING	"	DRESS REHEARSAL
THUR. 11/27 EVENING	"	2 MATINEES AND ONE EVENING SHOW
SAT 11/29 + SUNDAY 11/30	SAT 2:30 - 7:30 (11/29) SUNDAY 11/30 (2:30)	2:30pm Gymnasium 7:30pm

Facility Required: Auditorium Cafeteria Gymnasium
 All-Purpose Room Stadium Kitchen/Preparation Kitchen/Serving
 Swimming Pool (requires proof of certified lifeguard) Stage Fields (specify)
 Classrooms # _____ Other (specify) _____

Equipment Required: (*must be operated/attended by school personnel)

Kitchen Equipment* Sound System Record Player/Stereo Equip. Piano
 Stage Lighting* Motion Picture Projector Overhead Projector/Screen Folding Stands
 Scoreboard* Athletic Equipment Other (specify) _____

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:

\$ on file Bodily Injury Liability (\$500,000 minimum) \$ _____ Property Damage Liability (each occurrence) (\$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 SALLY KAY NOTARA Address PO BOX 368, STANHOPE NJ 07874 Phone 973 347 6229
 Name _____ Address _____ Phone 973 347 6229

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 Sally Kay Notara Phone (day) 973 347 6229
 Responsible Organization Official (eve.) _____
 Billing Address PO BOX 368 STANHOPE NEW JERSEY 07874

APPROVALS: Principal [Signature] Date 1/1/14
 Business Administrator [Signature] Date 7/14/14
 copy to: stage manager athletic director cafeteria manager head custodian librarian a/v coordinator other Date _____

For office use only: **FACILITIES USE INVOICE**

Facilities/Equipment used: _____	Charges: \$ _____
_____	\$ _____
_____	\$ _____
Personnel Employed: _____	Charges: \$ _____
(attach time sheets)	\$ _____
_____	\$ _____
Other (specify): <u>441</u>	Charges: \$ _____
_____	\$ _____

B A T C H I N F O R M A T I O N

Batch number: 27167	Date of Batch: 7/03/2014	Batch Totals
	User ID: KJK	Debit Credit
	Re-entry date:	93,859.27 93,859.27
	Re-entry User ID:	
	Closing date: 6/30/2014	

DK BUDGET TRANSFER END MONTH 6/30/14
June 30, 2014

ETH

Date	Refer-ence	Account number	Account title	Description	Amount	Refer-ence
6/30/2014	00001	10-2360-610-001-00-00-02	SUPT., SPECIAL PROJECTS	S.LAVENDURE CONFERENCE	400.00CR	
6/30/2014	00001	10-2834-580-000-00-00-02	SUPT., CERT/N-INSTR.CONFERENCE	S.LAVENDURE CONFERENCE	400.00	
6/30/2014	00002	10-2260-640-000-10-00-04	CURRICULUM,ELEM,BOOKS/PERIOD.	BOXES/TAPE FOR SELLING	800.00CR	00001
6/30/2014	00002	10-2260-610-000-10-00-04	CURRICULUM,GENERAL SUPPLIES	BOXES/TAPE FOR SELLING	800.00	
6/30/2014	00003	10-2270-610-000-30-00-04	STAFF DEV.,SEC.,SUPPLIES	ACHIEVE 3000 EXPORTS	875.00CR	
6/30/2014	00003	10-2270-618-000-30-00-04	STAFF DEV.SEC.TECH SUPPLY	ACHIEVE 3000 EXPORTS	875.00	00002
6/30/2014	00005	10-2330-300-000-00-00-05	TAX COLLECTION,PROF.CONTR.SVCS	SUN LITO ENVELOPES	151.15CR	
6/30/2014	00005	10-2330-610-000-00-00-05	TAX COLLECTION,GEN.SUPPLIES	SUN LITO ENVELOPES	151.15	
6/30/2014	00006	10-2500-300-000-00-00-05	BUSINESS OFFICE,PROF.CONTR.SVC	PAY 2010 GOB PAYING AGENT	230.00CR	00005
6/30/2014	00006	10-2390-300-000-00-00-05	AUTHORITY EXP.,PAYING AGENT	PAY 2010 GOB PAYING AGENT	230.00	
6/30/2014	00007	10-2500-300-000-00-00-05	BUSINESS OFFICE,PROF.CONTR.SVC	MILEAGE FOR MEETING@IU20	100.00CR	00006
6/30/2014	00007	10-2500-581-000-00-00-05	BUSINESS OFFICE,IN-DISTR.MILES	MILEAGE FOR MEETING@IU20	100.00	
6/30/2014	00008	10-2500-300-000-00-00-05	BUSINESS OFFICE,PROF.CONTR.SVC	BMC DESK PAYMENT CK206570	268.79CR	00007
6/30/2014	00008	10-2500-751-000-00-00-05	BUSINESS OFF.,NON.CAP.NEW EQUI	BMC DESK PAYMENT CK206570	268.79	
6/30/2014	00009	10-2840-530-000-00-00-06	ITEC,COMMUNICATIONS	ESE PROJECTOR PROJECT	186.35CR	00008
6/30/2014	00009	10-2840-610-000-00-00-06	ITEC,GENERAL SUPPLIES	ESE PROJECTOR PROJECT	186.35	
6/30/2014	00010	10-2840-626-000-00-00-06	ITEC,GASOLINE	ESE PROJECTOR PROJECT	211.88CR	00009
6/30/2014	00010	10-2840-610-000-00-00-06	ITEC,GENERAL SUPPLIES	ESE PROJECTOR PROJECT	211.88	
6/30/2014	00011	10-2840-610-000-00-00-06	ITEC,GENERAL SUPPLIES	VERIZON WIRELESS ADMINIST	443.28CR	00010
6/30/2014	00011	10-2840-618-000-00-00-06	ITEC,TECH SUPPLIES	VERIZON WIRELESS ADMINIST	443.28	
6/30/2014	00012	10-2840-581-000-00-00-06	ITEC,IN-DISTRICT MILEAGE	GENERATOR CIRCUITS	305.90CR	00011
6/30/2014	00012	10-2840-610-000-00-00-06	ITEC,GENERAL SUPPLIES	GENERATOR CIRCUITS	305.90	
6/30/2014	00013	10-2840-438-000-00-00-06	ITEC,MAINTAIN/UPGRADE INFOSYS	VERIZON WIRELESS EQUIP.	31.66CR	00012
6/30/2014	00013	10-2840-618-000-00-00-06	ITEC,TECH SUPPLIES	VERIZON WIRELESS EQUIP.	31.66	

DK BUDGET TRANSFER END MONTH 6/30/14
June 30, 2014

(continued)

Date	Refer- -ence	Account number	Account title	Description	Amount	Refer- -ence
					.00	00013
6/30/2014	00014	10-2840-530-000-00-00-06	ITEC, COMMUNICATIONS	APPLE EQUIPMENT/SUPPLIES	98.00CR	
6/30/2014	00014	10-2840-610-000-00-00-06	ITEC, GENERAL SUPPLIES	APPLE EQUIPMENT/SUPPLIES	98.00	
					.00	00014
6/30/2014	00015	10-1100-650-000-30-00-54	VIRTUAL ACADEMY, TECH SUPPLY	HP COMPUTERS	2,128.00CR	
6/30/2014	00015	10-1100-757-000-30-00-54	VIRTUAL ACAD, NON-CP.EQUIP<1500	HP COMPUTERS	2,128.00	
					.00	00015
6/30/2014	00016	10-2700-627-001-00-00-07	TRANSPORTATION, NORTH, DIESEL	GAS PURCHASES	7,000.00CR	
6/30/2014	00016	10-2700-626-000-00-00-07	TRANSPORTATION, GASOLINE/OIL	GAS PURCHASES	7,000.00	
					.00	00016
6/30/2014	00017	10-2700-627-001-00-00-07	TRANSPORTATION, NORTH, DIESEL	COVER PTAP CONFERENCE	1,200.00CR	
6/30/2014	00017	10-2836-580-000-00-00-07	TRANSP., N. CERT/N. INSTR. CONF.	COVER PTAP CONFERENCE	1,200.00	
					.00	00017
6/30/2014	00018	10-2600-530-000-00-00-08	GEN.MAINT., TELEPHONE/POSTAGE	COVER VERIOUS ITEMS	1,852.08CR	
6/30/2014	00018	10-2600-340-000-00-00-08	GEN.MAINT., TECHNICAL SERVICES	TOWING	25.00	
6/30/2014	00018	10-2600-610-000-10-10-08	GEN.MAINT., RES, SUPPLIES	ERROR IN PREVIOUS TRANSF.	162.40	
6/30/2014	00018	10-2600-400-000-10-10-08	GEN.MAINT., RES, CONTRACT SVCS	CSI/GENERATOR SERVICE	1,300.00	
6/30/2014	00018	10-2600-761-000-30-51-08	GEN.MAINT., EHN, REPL.EQUIP>2500	PURCHASES MOTOR	55.86	
6/30/2014	00018	10-2600-610-000-30-32-08	GEN.MAINT., JTL, SUPPLIES	GRASS FOR GROUNDS	134.75	
6/30/2014	00018	10-2600-751-000-00-00-08	GEN.MAINT.NON-CAP.NEW EQUIP.	KREMPASKY EQUIPMENT	151.00	
6/30/2014	00018	10-2600-610-000-30-31-08	GEN.MAINT., EHS, SUPPLIES	TRACK MEET EXPENSE	23.07	
					.00	00018
6/30/2014	00019	10-2600-810-000-00-00-08	GEN.MAINT., DUES & FEES	KREMPASKY/AG SPRAYER	1,699.00CR	
6/30/2014	00019	10-2600-751-000-00-00-08	GEN.MAINT.NON-CAP.NEW EQUIP.	KREMPASKY/AG SPRAYER	1,699.00	
					.00	00019
6/30/2014	00020	10-2600-550-000-00-00-08	GEN.MAINT., PRINTING SERVICES	TRACK MEET EXPENSE	500.00CR	
6/30/2014	00020	10-2600-610-000-30-31-08	GEN.MAINT., EHS, SUPPLIES	TRACK MEET EXPENSE	500.00	
					.00	00020
6/30/2014	00021	10-2600-610-000-10-16-08	GEN.MAINT., BES, SUPPLIES	CORRECT PREV.MONTH TRANSF	1,500.00CR	
6/30/2014	00021	10-2600-610-000-10-10-08	GEN.MAINT., RES, SUPPLIES	CORRECT PREV.MONTH TRANSF	1,500.00	
					.00	00021
6/30/2014	00022	10-2380-581-000-10-10-10	RES, PRIN., IN-DISTRICT MILEAGE	COST TO FIX MARQUIS	465.90CR	
6/30/2014	00022	10-2600-400-000-10-10-08	GEN.MAINT., RES, CONTRACT SVCS	COST TO FIX MARQUIS	465.90	
					.00	00022
6/30/2014	00023	10-1100-650-000-10-10-10	RES, INSTR, ED.TECH.SUPPLIES	SWEETWATER SOUND/SPEAKERS	1,465.52CR	
6/30/2014	00023	10-1100-610-000-10-10-10	RES, INSTR, SUPPLIES	SWEETWATER SOUND/SPEAKERS	1,238.00CR	
6/30/2014	00023	10-1100-761-000-10-10-10	RES. INSTR. REPL.EQUIPMENT>2500	SWEETWATER SOUND/SPEAKERS	2,703.52	
					.00	00023
6/30/2014	00025	10-1100-442-000-10-14-14	MSE, INST., EQUIPMENT RENTAL	VISITOR PASS BOOKS	1,000.00CR	
6/30/2014	00025	10-2380-610-000-10-14-14	MSE, PRIN., GENERAL SUPPLIES	VISITOR PASS BOOKS	1,000.00	
					.00	00025
6/30/2014	00026	10-1100-442-000-10-14-14	MSE, INST., EQUIPMENT RENTAL	MILEAGES	8.69CR	
6/30/2014	00026	10-2380-581-000-10-14-14	MSE, PRIN., IN-DISTRICT MILEAGE	MILEAGES	8.69	
					.00	00026
6/30/2014	00027	10-1100-610-000-10-16-16	BES, INSTR., SUPPLIES	COLONIAL IU 20 CONTRACT	55.69CR	
6/30/2014	00027	10-1100-300-000-10-16-16	BES, INST., PROF.CONTRACT SERVIC	COLONIAL IU 20 CONTRACT	55.69	

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					.00	00027
6/30/2014	00028	10-1100-610-000-10-16-16	BES, INSTR., SUPPLIES	ADDITIONAL POSTAGE NEEDED	63.66CR	
6/30/2014	00028	10-2380-530-000-10-16-16	BES, PRIN., POSTAGE/TELEPHONE	ADDITIONAL POSTAGE NEEDED	63.66	
					.00	00028
6/30/2014	00029	10-1100-610-000-10-16-16	BES, INSTR., SUPPLIES	SCHOOL SPEC.SUPPLIES	193.21CR	
6/30/2014	00029	10-2380-610-000-10-16-16	BES, PRIN., GENERAL SUPPLIES	SCHOOL SPEC.SUPPLIES	193.21	
					.00	00029
6/30/2014	00031	10-2380-432-000-10-17-17	ESE, PRIN., EQUIPMENT REPAIR	ADD.COPIES ON COPIER	162.00CR	
6/30/2014	00031	10-2380-400-000-10-17-17	ESE, PRIN., PROPERTY SERVICE	ADD.COPIES ON COPIER	162.00	
					.00	00031
6/30/2014	00032	10-1100-610-000-10-17-17	ESE, INSTR, SUPPLIES	EPS SCHOOL SPEC.INTERVENT	1,500.00CR	
6/30/2014	00032	10-1100-650-000-10-17-17	ESE, INSTR, ED.TECH.SUPPLIES	EPS SCHOOL SPEC.INTERVENT	1,500.00	
					.00	00032
6/30/2014	00033	10-1100-442-000-10-17-17	ESE, INST, EQUIPMENT RENTAL	GRADE 5 PRATICE BOOKS	635.64CR	
6/30/2014	00033	10-1100-581-000-10-17-17	ESE, INSTR, IN-DISTRICT MILEAGE	GRADE 5 PRATICE BOOKS	454.75CR	
6/30/2014	00033	10-1100-640-000-10-17-17	ESE, INSTR, BOOKS/PERIODICALS	GRADE 5 PRATICE BOOKS	1,090.39	
					.00	00033
6/30/2014	00036	10-2360-300-000-00-00-21	SPECIAL PROJECTS, PROF.CONTRACT	REPAIRS/NORTH AUD.CAMERA	321.75CR	
6/30/2014	00036	10-2360-432-000-00-00-21	SPEC.PROJ.EQUIP./MAINT.REPAIRS	REPAIRS/NORTH AUD.CAMERA	321.75	
					.00	00036
6/30/2014	00037	10-2840-610-000-00-00-22	ADMIN.SYS., GENERAL SUPPLIES	VGA VIDEO CABLE/CONF.RM D	36.90CR	
6/30/2014	00037	10-2840-610-000-00-00-06	ITEC, GENERAL SUPPLIES	VGA VIDEO CABLE/CONF.RM D	36.90	
					.00	00037
6/30/2014	00038	10-2840-610-000-00-00-22	ADMIN.SYS., GENERAL SUPPLIES	REPL.B.FITZPATARICK CHAIR	380.00CR	
6/30/2014	00038	10-2840-761-000-00-00-22	ADMIN.SYS.NON-CAP.EQUIP.REPL.	REPL.B.FITZPATARICK CHAIR	380.00	
					.00	00038
6/30/2014	00039	10-2170-810-000-00-00-22	CHILD ACCT., DUES & FEES	5/1/14 TRAINING	35.00CR	
6/30/2014	00039	10-2836-324-000-00-00-22	ADM.SYS.EMPLOYEE EDUC.TRAINING	5/1/14 TRAINING	35.00	
					.00	00039
6/30/2014	00040	10-2170-550-000-00-00-22	CHILD ACCT.PRINTING/BINDING	ADDITIONAL POSTAGE/CERT.	294.95CR	
6/30/2014	00040	10-2840-530-000-00-00-22	ADMIN.SYS., POSTAGE/TELEPHONE	ADDITIONAL POSTAGE/CERT.	294.95	
					.00	00040
6/30/2014	00041	10-2840-618-000-00-00-22	ADMIN.SYS., TECH SUPPLIES	REPL.CHAIR/SUPPLIES	1,000.00CR	
6/30/2014	00041	10-2840-610-000-00-00-22	ADMIN.SYS., GENERAL SUPPLIES	REPL.CHAIR/SUPPLIES	1,000.00	
					.00	00041
6/30/2014	00042	10-1100-650-000-30-32-32	JTL, INSTR., EDUC.TECH.SUPPLIES	COVER REPLACEMENT BOOKS	393.84CR	
6/30/2014	00042	10-1100-640-000-30-32-36	ENGLISH, JTL, BOOKS/PERIODICALS	COVER REPLACEMENT BOOKS	393.84	
					.00	00042
6/30/2014	00043	10-1100-650-000-30-32-32	JTL, INSTR., EDUC.TECH.SUPPLIES	COMP.TRANS.6/7/8 GR, CHOIR	6,194.00CR	
6/30/2014	00043	10-3200-513-000-30-32-32	JTL, ACTIVITIES, CONTR.TRANSF.	COMP.TRANS.6/7/8 GR, CHOIR	6,194.00	
					.00	00043
6/30/2014	00044	10-2380-530-000-30-32-32	JTL, PRIN., POSTAGE/TELEPHONE	BUS/MEDIA DESIGN COMP.	2,383.00CR	
6/30/2014	00044	10-3200-513-000-30-32-32	JTL, ACTIVITIES, CONTR.TRANSF.	BUS/MEDIA DESIGN COMP.	2,383.00	
					.00	00044
6/30/2014	00045	10-3200-513-000-30-32-32	JTL, ACTIVITIES, CONTR.TRANSF.	BUS/READ OLYM.CINEMARK TR	525.00CR	
6/30/2014	00045	10-2700-513-004-30-00-07	TRANSP, CONTRACT, SEC, FIELD TRIP	JTL READ.OLYMP CINEMARK	525.00	

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					.00	00045
6/30/2014	00046	10-2380-610-000-30-32-32	JTL, PRIN., GENERAL SUPPLIES	BUS/READ OLYM.CINEMARK	194.00CR	
6/30/2014	00046	10-2700-513-004-30-00-07	TRANSP, CONTRACT, SEC, FIELD TRIP	JTL READ OLYM CINEMARK	194.00	
					.00	00046
6/30/2014	00047	10-3200-810-000-30-32-32	JTL, ACTIVITIES, DUES & FEES	BUS/READ OLYMPIC/EASTON	200.00CR	
6/30/2014	00047	10-1100-650-000-30-32-32	JTL, INSTR., EDUC. TECH. SUPPLIES	BUS/READ OLYMPIC/EASTON	344.00CR	
6/30/2014	00047	10-1100-640-000-30-32-47	READING, JTL, BOOKS/PERIODICALS	BUS/STROUDMALL MOVIE	175.00CR	
6/30/2014	00047	10-3200-513-000-30-32-32	JTL, ACTIVITIES, CONTR. TRANSP.	JTL READ OLYM/STROUD MOVI	719.00	
					.00	00047
6/30/2014	00050	10-1100-610-000-30-31-33	ART, EHS, SUPPLIES	INSTR. TECH SUPPLIES	292.95CR	
6/30/2014	00050	10-1100-650-000-30-31-33	ART, EHS, INSTR. TECH SUPPLY	INSTR. TECH SUPPLIES	292.95	
					.00	00050
6/30/2014	00051	10-1410-610-000-30-31-35	DRIVER ED., EHS, SUPPLIES	SUBUMS BATTERY	127.72CR	
6/30/2014	00051	10-1410-760-000-30-31-35	DRIVER ED., EHS, REPL. EQUIPMENT	SUBUMS BATTERY	127.72	
					.00	00051
6/30/2014	00052	10-1100-640-000-30-51-36	ENGLISH, EHN, BOOKS/PERIODICALS	BEA 2014 STRZZERI/MARMO	810.61CR	
6/30/2014	00052	10-2271-580-000-30-51-36	ENGLISH, EHN, CERTIF/INSTR. TRAVE	BEA 2014 STRZZERI/MARMO	810.61	
					.00	00052
6/30/2014	00053	10-1100-513-000-30-31-36	ENGLISH, EHS, CONTRACT TRANSP.	BUS/HOLOCAUST 5/13/14	500.00CR	
6/30/2014	00053	10-2700-513-004-30-00-07	TRANSP, CONTRACT, SEC, FIELD TRIP	BUS/HOLOCAUST 5/13/14	500.00	
					.00	00053
6/30/2014	00054	10-1100-640-000-30-31-37	FOR. LANG., EHS, BOOKS/PERIODICAL	ADJ. PREV. TRANSFER	2,666.89CR	
6/30/2014	00054	10-1100-513-000-30-51-37	FOR. LANG., EHN, CONTR. TRANSPORT	ADJ. PREV. TRANSFER	2,666.89	
					.00	00054
6/30/2014	00055	10-2120-610-000-10-17-38	GUIDANCE, ESE, SUPPLIES	SUMMER TRAVEL/MCTI	100.00CR	
6/30/2014	00055	10-2120-581-000-10-11-38	GUIDANCE, JMH, MILEAGE	SUMMER TRAVEL/MCTI	100.00	
					.00	00055
6/30/2014	00056	10-2120-580-000-30-32-38	GUIDANCE, JTL, CONFERENCES	COVER NEW CONF. TRAINING	350.00CR	
6/30/2014	00056	10-2834-324-000-30-32-38	GUIDANCE, JTL, CONFERENCE TRAIN	COVER NEW CONF. TRAINING	350.00	
					.00	00056
6/30/2014	00057	10-2420-650-000-30-32-39	MEDICAL, JTL, ED. TECH. SUPPLIES	COVER MILEAGE/SUPPLIES	91.50CR	
6/30/2014	00057	10-2420-581-000-30-32-39	MEDICAL, JTL, IN-DISTR. MILEAGE	COVER IN DISTRICT MILEAGE	33.60	
6/30/2014	00057	10-2420-610-000-30-32-39	MEDICAL, JTL, SUPPLIES/FIRST AID	FIRST AID SUPPLIES	57.90	
					.00	00057
6/30/2014	00058	10-2430-400-000-10-00-39	DENTAL, DISTRICT, CONTR. MAINT.	ADDITIONAL POSTAGE NEEDED	23.75CR	
6/30/2014	00058	10-2430-530-000-10-00-39	DENTAL, DISTRICT, POSTAGE	ADDITIONAL POSTAGE NEEDED	23.75	
					.00	00058
6/30/2014	00059	10-1100-610-000-30-51-40	F&CS, EHN, SUPPLIES	RETURN BOOKS-SHIP/HAND	392.92CR	
6/30/2014	00059	10-1100-640-000-30-51-40	F&CS, EHN, BOOKS/PERIODICALS	RETURN BOOKS-SHIP/HAND	392.92	
					.00	00059
6/30/2014	00060	10-1100-610-000-30-31-41	TECH. ED., EHS, SUPPLIES	HELP COVER SUPPLIES/JTL	1,195.00CR	
6/30/2014	00060	10-1100-610-000-10-32-41	TECH ED., JTL 6TH SUPPLY	HELP COVER SUPPLIES/JTL	1,195.00	
					.00	00060
6/30/2014	00061	10-1100-300-000-30-52-41	TECH ED, LIS CONTRACTED SERV.	HELP COVER SUPPLIES/LEHM	192.71CR	
6/30/2014	00061	10-1100-610-000-30-52-41	TECH. ED., LIS, SUPPLIES	HELP COVER SUPPLIES/LEHM	192.71	
					.00	00061

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Date	Refer-ence	Account number	Account title	Description	Amount	Refer-ence
6/30/2014	00062	10-1100-400-000-30-31-41	TECH.ED., EHS, PROPERTY SERVICE	HELP COVER SUPPLIES/JTL	25.49CR	
6/30/2014	00062	10-1100-610-000-30-32-41	TECH.ED., JTL, SUPPLIES	HELP COVER SUPPLIES/JTL	25.49	
6/30/2014	00063	10-1100-768-000-30-52-41	TECH,ED., LIS, NEW TECH EQUIP.	COVER TSA DUES	315.00CR	00062
6/30/2014	00063	10-1100-810-000-30-52-41	TECH.ED., LIS DUES/FEES	COVER TSA DUES	315.00	
6/30/2014	00064	10-1100-300-000-30-52-41	TECH ED, LIS CONTRACTED SERV.	COVER LEGO EDUCATION	699.90CR	
6/30/2014	00064	10-1100-650-000-30-52-41	TECH.ED., LIS, ED.TECH.SUPPLIES	COVER LEGO EDUCATION	699.90	
6/30/2014	00065	10-1100-768-000-30-52-41	TECH,ED., LIS, NEW TECH EQUIP.	COVER JBH TECHNOLOGIES	124.61CR	
6/30/2014	00065	10-1100-610-000-30-51-41	TECH.ED., EHN, SUPPLIES	COVER JBH TECHNOLOGIES	124.61	
6/30/2014	00066	10-1100-610-000-30-31-41	TECH.ED., EHS, SUPPLIES	NORTH POCONO BUS/TSA CONF	1,775.00CR	
6/30/2014	00066	10-1100-513-000-30-51-41	TECH.ED. EHN, TRANSPORTATION	NORTH POCONO BUS/TSA CONF	1,775.00	
6/30/2014	00067	10-1100-610-000-30-31-41	TECH.ED., EHS, SUPPLIES	TROXELL COMMUNICATION	1,465.00CR	00066
6/30/2014	00067	10-1100-300-000-30-51-41	TECH.ED. EHN, PROF. CONTR. SERV.	TROXELL COMMUNICATION	1,465.00	
6/30/2014	00068	10-1100-400-000-30-31-41	TECH.ED., EHS, PROPERTY SERVICE	TSA CONFERENCE DUES	1,389.00CR	
6/30/2014	00068	10-1100-810-000-30-51-41	TECH.ED., EHN, DUES/FEES	TSA CONFERENCE DUES	1,389.00	
6/30/2014	00069	10-1100-300-000-30-52-41	TECH ED, LIS CONTRACTED SERV.	TSA CONFERENCE REGISTRAT	40.00CR	00068
6/30/2014	00069	10-2271-324-000-30-52-41	TECH, ED., LIS, CONF. TRAINING	TSA CONFERENCE REGISTRAT	40.00	
6/30/2014	00070	10-1100-581-000-30-52-52	LIS, INSTR., MILEAGE	EMPLOYEE MILEAGE	111.00CR	
6/30/2014	00070	10-1100-581-000-30-52-52	LIS, INSTR., MILEAGE	EMPLOYEE MILEAGE	111.00	
6/30/2014	00071	10-2250-581-000-00-00-42	LIBRARY, DIST., IN-DIST.MILEAGE	ADDITIONAL TITLES/EBOOKS	500.00CR	00070
6/30/2014	00071	10-2250-640-000-30-31-42	LIBRARY, EHS, BOOKS/PERIODICALS	ADDITIONAL TITLES/EBOOKS	500.00	
6/30/2014	00072	10-2271-580-000-00-00-42	LIBRARY, DIST., STAFF DEV.CONF.	OVERDRIVE E-BOOK COLLECT	500.00CR	00071
6/30/2014	00072	10-2250-640-000-30-31-42	LIBRARY, EHS, BOOKS/PERIODICALS	OVERDRIVE E-BOOK COLLECT	500.00	
6/30/2014	00073	10-2271-580-000-00-00-42	LIBRARY, DIST., STAFF DEV.CONF.	ALA CONFERENCE	110.00CR	00072
6/30/2014	00073	10-2271-580-000-30-51-42	LIBRARY, EHN, CONFERENCE TRAVEL	ALA CONFERENCE	110.00	
6/30/2014	00074	10-2250-581-000-00-00-42	LIBRARY, DIST., IN-DIST.MILEAGE	INCREASE BOOK PRICES	21.00CR	00073
6/30/2014	00074	10-2250-640-000-10-11-42	LIBRARY, JMH, BOOKS/PERIODICALS	INCREASE BOOK PRICES	21.00	
6/30/2014	00075	10-2250-810-000-20-32-42	LIBRARY, JTL, DUES&FEES	ALA CPMFEREMCE	30.00CR	00074
6/30/2014	00075	10-2271-580-000-20-32-42	LIBRARY, JTL, CONFERENCE TRAVEL	ALA CPMFEREMCE	30.00	
6/30/2014	00076	10-2250-810-000-10-14-42	LIBRARY, MSE, DUES&FEES	DEMCO SUPPLIES	30.00CR	00075
6/30/2014	00076	10-2250-610-000-10-14-42	LIBRARY, MSE, SUPPLIES	DEMCO SUPPLIES	30.00	
6/30/2014	00077	10-2250-581-000-00-00-42	LIBRARY, DIST., IN-DIST.MILEAGE	DEMCO SUPPLIES	10.00CR	00076

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6/30/2014	00077	10-2250-610-000-10-14-42	LIBRARY,MSE,SUPPLIES	DEMCO SUPPLIES	10.00	
6/30/2014	00078	10-2250-618-000-10-10-42	LIBRARY,RES,TECH SUPPLIES	INCREASE PRICE-DEMCO	.00	00077
6/30/2014	00078	10-2250-610-000-10-10-42	LIBRARY,RES,SUPPLIES	INCREASE PRICE-DEMCO	206.00	
6/30/2014	00079	10-2250-810-000-10-10-42	LIBRARY,RES,DUES&FEES	INCREASE PRICE-DEMCO	.00	00078
6/30/2014	00079	10-2250-610-000-10-10-42	LIBRARY,RES,SUPPLIES	INCREASE PRICE-DEMCO	20.00	
6/30/2014	00080	10-1100-810-000-30-51-43	MATH,EHN,DUES/FEES	COVER TEXTBOOK	.00	00079
6/30/2014	00080	10-1100-640-000-30-51-43	MATH,EHN,BOOKS/PERIODICALS	COVER TEXTBOOK	1.00	
6/30/2014	00081	10-1100-650-000-30-51-43	MATH,EHN,EDUC.TECH.SUPPLIES	COST OF BATATERIES	.00	00080
6/30/2014	00081	10-1100-610-000-30-51-43	MATH,EHN,SUPPLIES	COST OF BATATERIES	362.00	
6/30/2014	00082	10-3200-400-000-30-31-44	BAND,EHS,PROPERTY SERVICE	ENSEMBLE CURRICULUM ITEMS	160.00	00081
6/30/2014	00082	10-1100-610-000-30-31-44	MUSIC,INSTR,EHS,SUPPLIES	ENSEMBLE CURRICULUM ITEMS	160.00	
6/30/2014	00083	10-3200-432-000-30-31-44	BAND,EHS,EQUIPMENT REPAIR	PMEA ALL STATE FESTIVAL	.00	00082
6/30/2014	00083	10-2271-580-000-30-31-44	MUSIC,INSTR,EHS,INST/CERT.CONF	PMEA ALL STATE FESTIVAL	510.00	
6/30/2014	00084	10-1100-750-000-30-31-44	MUSIC,INSTR,EHS,NEW EQUIPMENT	ENSEMBLE CURRICULUM ITEMS	1,038.00	00083
6/30/2014	00084	10-1100-610-000-30-31-44	MUSIC,INSTR,EHS,SUPPLIES	ENSEMBLE CURRICULUM ITEMS	1,038.00	
6/30/2014	00085	10-1100-750-000-30-31-44	MUSIC,INSTR,EHS,NEW EQUIPMENT	TRAVEL/PMEA FESTIVALS	.00	00084
6/30/2014	00085	10-3200-513-000-30-31-44	BAND,EHS,CONTRACT TRANSPORT.	TRAVEL/PMEA FESTIVALS	272.00	
6/30/2014	00086	10-1100-750-000-30-31-44	MUSIC,INSTR,EHS,NEW EQUIPMENT	PMEA ALL STATE REGISTRATI	.00	00085
6/30/2014	00086	10-2271-324-000-30-31-44	MUSIC,INSTR.EHS CONF.TRAINING	PMEA ALL STATE REGISTRATI	140.00	
6/30/2014	00087	10-1100-750-000-10-17-44	MUSIC,INSTR,ESE,NEW EQUIPMENT	BUS/HERSHEY TRIP-5/23/14	.00	00086
6/30/2014	00087	10-1100-400-000-10-17-44	MUSIC,INSTR,ESE,PROP.SERVICE	BUS/HERSHEY TRIP-5/23/14	659.00	
6/30/2014	00087	10-2700-513-004-30-00-07	TRANSP,CONTRACT,SEC.FIELD TRIP	BUS/SOUTH BAND 5/23/14	145.00	
6/30/2014	00088	10-1100-750-000-10-17-44	MUSIC,INSTR,ESE,NEW EQUIPMENT	PIANO TURNING	804.00	00087
6/30/2014	00088	10-1100-610-000-10-17-44	MUSIC,INSTR,ESE,SUPPLIES	PIANO TURNING	349.00	
6/30/2014	00089	10-3200-400-000-30-31-44	BAND,EHS,PROPERTY SERVICE	PMEA FESTIVALS ADMIT FEE	.00	00088
6/30/2014	00089	10-3200-432-000-30-31-44	BAND,EHS,EQUIPMENT REPAIR	PMEA FESTIVALS ADMIT FEE	266.00	
6/30/2014	00089	10-1100-400-000-30-31-44	MUSIC,INSTR,EHS,PROPERTY SVC	PMEA FESTIVALS ADMIT FEE	649.00	
6/30/2014	00089	10-3200-810-000-30-31-44	BAND,EHS,DUES & FEES	PMEA FESTIVALS ADMIT FEE	885.00	
6/30/2014	00090	10-1100-400-000-30-51-44	MUSIC,INSTR,EHN,PROPERTY SVC	MAINT.ON INSTRUMENTS	1,800.00	00089
6/30/2014	00090	10-1100-400-000-10-52-44	MUSIC,INSTR,LIS,6TH,PROP.SVC.	MAINT.ON INSTRUMENTS	500.00	
6/30/2014	00091	10-1100-400-000-30-51-44	MUSIC,INSTR,EHN,PROPERTY SVC	MAINT.ON INSTRUMENTS	.00	00090
6/30/2014	00091	10-1100-400-000-10-32-44	MUSIC,INSTR,JTL,6TH,PROP.SVC.	MAINT.ON INSTRUMENTS	500.00	

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					.00	00091
6/30/2014	00092	10-1100-400-000-30-31-45	MUSIC, VOCAL, EHS, PROPERTY SVC	PIANO TUNING	158.80CR	
6/30/2014	00092	10-1100-432-000-30-31-45	MUSIC, VOCAL, EHS, MAINT. EQUIP.	PIANO TUNING	158.80	
					.00	00092
6/30/2014	00093	10-1100-640-000-30-31-45	MUSIC, VOCAL, EHS, BOOKS/PERIODIC	JAZZ PARTICIPANTS FEE	500.00CR	
6/30/2014	00093	10-3200-610-000-30-31-45	CHORUS, EHS, SUPPLIES	JAZZ PARTICIPANTS FEE	84.00CR	
6/30/2014	00093	10-3200-810-000-30-31-45	CHORUS, EHS, DUES & FEES	JAZZ PARTICIPANTS FEE	584.00	
					.00	00093
6/30/2014	00094	10-1100-400-000-30-52-45	MUSIC, VOCAL, LIS, PROPERTY SVC	MUSIC NEEDED FOR CHORUS	231.00CR	
6/30/2014	00094	10-3200-610-000-30-51-45	CHORUS, EHN, SUPPLIES	MUSIC NEEDED FOR CHORUS	231.00	
					.00	00094
6/30/2014	00095	10-1100-810-000-30-52-45	MUSIC, VOCAL, LIS, DUES/FEES	PIANO ACCOMPANIST/CHOIR	275.00CR	
6/30/2014	00095	10-1100-610-000-30-32-45	MUSIC, VOCAL, JTL, SUPPLIES	PIANO ACCOMPANIST/CHOIR	100.00CR	
6/30/2014	00095	10-3200-300-000-30-32-45	CHORUS, JTL, CONTRACT SVCS	PIANO ACCOMPANIST/CHOIR	375.00	
					.00	00095
6/30/2014	00096	10-1100-400-000-30-31-45	MUSIC, VOCAL, EHS, PROPERTY SVC	LAPTOP/DVD PLAYABILITY	273.34CR	
6/30/2014	00096	10-2840-610-000-00-00-06	ITEC, GENERAL SUPPLIES	LAPTOP/DVD PLAYABILITY	273.34	
					.00	00096
6/30/2014	00097	10-1100-610-000-10-12-45	MUSIC, VOCAL, SMI, SUPPLIES	SOFTWARE FOR PIANO CLASS	200.00CR	
6/30/2014	00097	10-1100-400-000-10-14-45	MUSIC, VOCAL, MSE, PROP. SERVICE	SOFTWARE FOR PIANO CLASS	200.00CR	
6/30/2014	00097	10-3200-610-000-30-31-45	CHORUS, EHS, SUPPLIES	SOFTWARE FOR PIANO CLASS	321.00CR	
6/30/2014	00097	10-1100-650-000-30-31-45	MUSIC, VOCAL, EHS, ED. TECH. SUPPLI	SOFTWARE FOR PIANO CLASS	721.00	
					.00	00097
6/30/2014	00098	10-3200-610-000-30-32-45	CHORUS, JTL, SUPPLIES	PIANO ACCOMPANIST /CHOIR	325.00CR	
6/30/2014	00098	10-3200-300-000-30-32-45	CHORUS, JTL, CONTRACT SVCS	PIANO ACCOMPANIST /CHOIR	325.00	
					.00	00098
6/30/2014	00099	10-1100-610-000-30-32-46	PHYS. ED. , JTL, SUPPLIES	EQUIPMENT/SUPPLIES	159.86CR	
6/30/2014	00099	10-1100-610-000-10-14-46	PHYS. ED. , MSE, SUPPLIES	EQUIPMENT/SUPPLIES	159.86	
					.00	00099
6/30/2014	00100	10-1100-758-000-30-52-47	READING, LIS, NEW TECH EQUIPMENT	PURCHASE HOOVER CAM	1,703.51CR	
6/30/2014	00100	10-1100-757-000-30-52-47	READING, LIS, NON/CAP. , TECH	PURCHASE HOOVER CAM	1,703.51	
					.00	00100
6/30/2014	00101	10-1100-758-000-30-52-47	READING, LIS, NEW TECH EQUIPMENT	COVER MILEAGE	50.58CR	
6/30/2014	00101	10-1100-581-000-30-52-47	READING, LIS, IN-DISTRICT MILES	COVER MILEAGE	50.58	
					.00	00101
6/30/2014	00102	10-1100-610-000-30-51-48	SCIENCE, EHN, SUPPLIES	3 VCR/DVD	315.00CR	
6/30/2014	00102	10-1100-650-000-30-51-48	SCIENCE, EHN, ED. TECH. SUPPLIES	3 VCR/DVD	315.00	
					.00	00102
6/30/2014	00103	10-2290-610-000-20-00-50	SPEC. ED. ADMIN, SUPPLIES	PRINTER CARTRIDGES	185.00CR	
6/30/2014	00103	10-2290-618-000-20-00-50	SPEC. ED. , ADMIN, TECH SUPPLIES	PRINTER CARTRIDGES	185.00	
					.00	00103
6/30/2014	00104	10-2290-640-000-10-00-50	SPEC. ED. SUPV. , ELEM. , BOOKS	IPAD /KEYBOARDS	254.00CR	
6/30/2014	00104	10-2290-618-000-10-00-50	SPEC. ED. SUPV. , ELEM, TECH SUPPLY	IPAD /KEYBOARDS	185.00	
6/30/2014	00104	10-2290-650-000-10-00-50	SPEC. ED. , ELEM, ED. TECH SUPPLIES	IPAD /KEYBOARDS	69.00	
					.00	00104
6/30/2014	00105	10-1225-580-890-10-00-50	SPEECH/LANGUAGE-INSTR/CERT.CON	EARLY INTERVENTION PROG.	582.00CR	

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DK BUDGET TRANSFER END MONTH 6/30/14
June 30, 2014

(continued)

Date	Refer- -ence	Account number	Account title	Description	Amount	Refer- -ence
6/30/2014	00105	10-1225-610-890-10-00-50	SPEECH/LANG., ELEM, SUPPLIES	EARLY INTERVENTION PROG.	582.00	
6/30/2014	00106	10-1231-640-320-10-00-50	EMOT.SUP., ELEM, BOOKS/PERIODIC.	PROJECTORS/SPEC.ED.CLASS	9,886.00CR	00105
6/30/2014	00106	10-1231-757-320-10-00-50	EMOT.SUP.ELEM.NON-CAP TECH EQU	PROJECTORS/SPEC.ED.CLASS	9,886.00	
6/30/2014	00107	10-1225-580-890-10-00-50	SPEECH/LANGUAGE-INSTR/CERT.CON	TRAVEL/SUPPLY/CONFERENCE	666.00CR	00106
6/30/2014	00107	10-1225-581-890-10-00-50	SPEECH/LANG., ELEM, MILEAGE	TRAVEL AMONG BUILDINGS	21.00	
6/30/2014	00107	10-1225-324-890-10-00-50	SPEECH/LANGUAGE TRAINING/REG.	CONF/JULIANNE NEWMAN	389.00	
6/30/2014	00107	10-1225-610-890-10-00-50	SPEECH/LANG., ELEM, SUPPLIES	ASSESSMENT SUPPLIES	256.00	
6/30/2014	00108	10-2380-610-000-30-51-51	EHN, PRIN., GENERAL SUPPLIES	TEACHERS LOUGE FURNITURE	6,000.00CR	00107
6/30/2014	00108	10-2380-761-000-30-51-51	EHN, PRIN., REPL.EQUIPMENT>\$2500	TEACHERS LOUGE FURNITURE	6,000.00	
6/30/2014	00109	10-2380-810-000-30-51-51	EHN, PRIN., DUES & FEES	TEACHERS LOUNGE FURNITURE	1,243.50CR	00108
6/30/2014	00109	10-2380-761-000-30-51-51	EHN, PRIN., REPL.EQUIPMENT>\$2500	TEACHERS LOUNGE FURNITURE	1,243.50	
6/30/2014	00110	10-2220-751-000-30-51-51	A/V NON-CAP.NEW EQUIPMENT	LAW SOUND/LIGHTING	298.00CR	00109
6/30/2014	00110	10-2220-760-000-30-51-51	A/V, EHN, REPL.EQUIPMENT	LAW SOUND/LIGHTING	298.00	
6/30/2014	00111	10-1100-750-000-30-51-51	EHN, INSTR, NEW EQUIPMENT	SHED SUPPLIES	1,192.07CR	00110
6/30/2014	00111	10-1100-610-000-30-51-41	TECH.ED., EHN, SUPPLIES	SHED SUPPLIES	1,192.07	
6/30/2014	00112	10-1100-768-000-30-52-52	LIS, INSTR, REPL.TECH EQUIPMENT	ADDITIONAL PRINTING/COPIE	257.22CR	00111
6/30/2014	00112	10-1100-759-000-30-52-52	LIS, INSTR, NEW TECH EQUIP>\$2500	ADDITIONAL PRINTING/COPIE	78.37CR	
6/30/2014	00112	10-1100-650-000-30-52-52	LIS, INSTR, EDUC.TECH.SUPPLIES	ADDITIONAL PRINTING/COPIE	195.00CR	
6/30/2014	00112	10-1100-610-000-30-52-52	LIS, INSTR, SUPPLIES	ADDITIONAL PRINTING/COPIE	74.41CR	
6/30/2014	00112	10-2380-400-000-30-52-52	LIS, PRIN., PROPERTY SERVICE	ADDITIONAL PRINTING/COPIE	605.00	
6/30/2014	00113	10-1100-810-000-10-52-19	LIS, 6TH. INSTR. DUES & FEES	R.DILLIPLAN'S YEAR DUES	411.00CR	00112
6/30/2014	00113	10-2380-810-000-30-52-52	LIS, PRIN., DUES & FEES	R.DILLIPLAN'S YEAR DUES	411.00	
6/30/2014	00114	10-2380-550-000-30-52-52	LIS, PRIN., PRINTING	R.DILLIPLANE'S MEMBERSHIP	206.00CR	00113
6/30/2014	00114	10-2380-810-000-30-52-52	LIS, PRIN., DUES & FEES	R.DILLIPLANE'S MEMBERSHIP	206.00	
6/30/2014	00115	10-3200-610-000-30-52-61	GEN.ATHL., LIS, SUPPLIES	EMBRIODRY EXPRESS	108.00CR	00114
6/30/2014	00115	10-3200-550-000-30-52-61	GEN.ATHL. LIS, PRINTING	EMBRIODRY EXPRESS	108.00	
6/30/2014	00116	10-3200-610-000-30-32-61	GEN.ATHLETICS, JTL, SUPPLIES	COVER MR.JOHN/STADIUM	305.45CR	00115
6/30/2014	00116	10-3200-400-000-30-32-61	GEN.ATHL., JTL, PROPERTY SERVICE	COVER MR.JOHN/STADIUM	305.45	
6/30/2014	00117	10-2271-580-000-30-32-61	GEN.ATHL., JTL, CERT/INSTR.CONF.	NORTH POCONO BUSES	850.00CR	00116
6/30/2014	00117	10-3200-513-000-30-32-66	CROSS COUNTRY, JTL, CONTR.TRANSP	NORTH POCONO BUSES	850.00	
6/30/2014	00118	10-3200-610-000-30-32-61	GEN.ATHLETICS, JTL, SUPPLIES	LONGSTRETH WONEN'S SPORTS	49.60CR	00117
6/30/2014	00118	10-3200-610-000-30-32-67	FIELD HOCKEY, JTL, SUPPLIES	LONGSTRETH WONEN'S SPORTS	49.60	
					.00	00118

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DK BUDGET TRANSFER END MONTH 6/30/14
June 30, 2014

(continued)

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Date	Refer-ence	Account number	Account title	Description	Amount	Refer-ence
6/30/2014	00119	10-3200-610-000-30-32-61	GEN.ATHLETICS,JTL,SUPPLIES	COACHES TRAVELING	1,500.00CR	
6/30/2014	00119	10-3200-581-000-30-31-61	GEN.ATHL.,EHS,MILEAGE	COACHES TRAVELING	1,500.00	
					.00	00119
6/30/2014	00120	10-3200-610-000-30-31-61	GEN.ATHL.,EHS,SUPPLIES	S.T.E.P. DUES	25.00CR	
6/30/2014	00120	10-3200-810-000-30-31-61	GEN.ATHL.,EHS,DUES & FEES	S.T.E.P. DUES	25.00	
					.00	00120
6/30/2014	00121	10-3200-610-000-30-31-61	GEN.ATHL.,EHS,SUPPLIES	BONDING INSURANCE	500.00CR	
6/30/2014	00121	10-3200-525-000-30-31-61	GENERAL ATHLETICS,BONDING	BONDING INSURANCE	500.00	
					.00	00121
6/30/2014	00122	10-3200-610-000-30-32-61	GEN.ATHLETICS,JTL,SUPPLIES	SUPPLIES/BSN SPORTS	139.86CR	
6/30/2014	00122	10-3200-610-000-30-32-62	BASEBALL,JTL,SUPPLIES	SUPPLIES/BSN SPORTS	139.86	
					.00	00122
6/30/2014	00123	10-3200-610-000-30-52-61	GEN.ATHL.,LIS,SUPPLIES	ADJ.BUDGET TRANSF/APRIL	100.00CR	
6/30/2014	00123	10-3200-400-000-30-52-62	BASEBALL,LIS,PROPERTY SERVICE	ADJ.BUDGET TRANSF/APRIL	100.00	
					.00	00123
6/30/2014	00124	10-3200-610-000-30-32-61	GEN.ATHLETICS,JTL,SUPPLIES	BSN SPORTS SUPPLIES	479.17CR	
6/30/2014	00124	10-3200-610-000-30-32-68	FOOTBALL,JTL,SUPPLIES	BSN SPORTS SUPPLIES	479.17	
					.00	00124
6/30/2014	00125	10-2834-324-000-30-31-61	GEN.ATHL.EHS.,CONFERENCE TRAIN	PSADA CONF.FOR BEN B.	326.88CR	
6/30/2014	00125	10-2834-580-000-30-31-61	GEN.ATHL.EHS,CONFERENCE TRAVEL	PSADA CONF.FOR BEN B.	326.88	
					.00	00125
6/30/2014	00126	10-2271-580-000-30-31-61	GEN.ATHL.EHS,IN/CERT.CONF/TRAV	CONFERENCE A.MARTINELLI	120.00CR	
6/30/2014	00126	10-2271-324-000-30-31-61	GEN.ATHL.INS/CERT.CONF.TRAININ	CONFERENCE A.MARTINELLI	120.00	
					.00	00126
6/30/2014	00127	10-3200-400-000-30-31-61	GEN.ATHL.,EHS,PROPERTY SERVICE	RENTAL CAR	438.35CR	
6/30/2014	00127	10-3200-444-000-30-31-61	GEN.ATHL.RENTAL OF VEHICLES	RENTAL CAR	438.35	
					.00	00127
6/30/2014	00128	10-3200-610-000-30-52-61	GEN.ATHL.,LIS,SUPPLIES	COVER MR.JOHN'S	404.00CR	
6/30/2014	00128	10-3200-400-000-30-31-61	GEN.ATHL.,EHS,PROPERTY SERVICE	COVER MR.JOHN'S	404.00	
					.00	00128
6/30/2014	00129	10-3200-610-000-30-52-61	GEN.ATHL.,LIS,SUPPLIES	NORTH POCONO BUS	1,614.00CR	
6/30/2014	00129	10-3200-513-000-30-52-67	FIELD HOCKEY,LIS,CONTR.TRANSF.	NORTH POCONO BUS	1,614.00	
					.00	00129
6/30/2014	00131	10-3200-610-000-30-31-61	GEN.ATHL.,EHS,SUPPLIES	PRECESSION SOLUTIONS	152.40CR	
6/30/2014	00131	10-3200-400-000-30-31-76	WRESTLING,EHS,PROPERTY SERVICE	PRECESSION SOLUTIONS	152.40	
6/30/2014	00131	10-3200-610-000-30-31-61	GEN.ATHL.,EHS,SUPPLIES	WRESTLING SUPPLIES	30.10CR	
6/30/2014	00131	10-3200-610-000-30-31-76	WRESTLING,EHS,SUPPLIES	WRESTLING SUPPLIES	30.10	
6/30/2014	00131	10-3200-610-000-30-32-61	GEN.ATHLETICS,JTL,SUPPLIES	WRESTLING SUPPLIES	37.16CR	
6/30/2014	00131	10-3200-610-000-30-32-76	WRESTLING,JTL,SUPPLIES	WRESTLING SUPPLIES	37.16	
					.00	00131

274 Transactions
0 Unbalanced references

Total: .00
Debits: 93,859.27
Credits: 93,859.27

Jul 03, 2014

001 East Stroudsburg Area School District
BUDGET TRANSFERS EDIT

Page: 10
ID: AC1290

----- END OF BATCH INFORMATION -----

Batch number: 27167 Date of Batch: 7/03/2014

Number of Journals

With errors:	0
Without errors:	1
Total:	1

Number of Transactions: 274

FUND TOTALS

Fund	Description	Debit	Credit
00010	GENERAL FUND	93,859.27	93,859.27
		93,859.27	93,859.27

457

Jul 03, 2014

001 East Stroudsburg Area School District
BUDGET TRANSFERS EDIT

Page: 11
ID: AC1290

----- END OF JOB INFORMATION -----

Number of Journals

With errors: 0
Without errors: 1

Total: 1

Number of Transactions: 274

FUND TOTALS

Fund	Description	Debit	Credit
00010	GENERAL FUND	93,859.27	93,859.27
		93,859.27	93,859.27
		=====	=====

End of Report - 15.21.20

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BATCH INFORMATION

Batch number: 27172 Date of Batch: 7/07/2014 Batch Totals
 User ID: KJK Debit Credit
 Re-entry date: 2,176,519.85 2,176,519.85
 Re-entry User ID:
 Closing date: 6/30/2014

DK BUDGET TRANSFER FOR 6/30/2014
June 30, 2014

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Date	Refer-ence	Account number	Account title	Description	Amount	Refer-ence
6/30/2014	00132	10-2271-580-000-30-31-61	GEN.ATHL.EHS,IN/CERT.CONF/TRAV	RECONDITION OF EQUIP.	4,137.43CR	
6/30/2014	00132	10-3200-400-000-30-32-68	FOOTBALL,JTL,PROPERTY SERVICE	RECONDITION OF EQUIP.	4,137.43	
6/30/2014	00133	10-3200-400-000-30-51-61	GEN.ATHL.,EHN,PROPERTY SERVICE	RECONDITIONING OF EQUIP.	8,093.60CR	00132
6/30/2014	00133	10-3200-400-000-30-52-68	FOOTBALL,LIS,PROPERTY SERVICE	RECONDITIONING OF EQUIP.	8,093.60	
6/30/2014	00134	10-3200-610-000-30-52-61	GEN.ATHL.,LIS,SUPPLIES	BUS SCIENCE OLMPAID/STATE	1,358.00CR	
6/30/2014	00134	10-3200-513-000-30-31-82	SCHOL.SCRIMMAGE,EHS,TRANSPORT	BUS SCIENCE OLMPAID/STATE	1,358.00	00134
6/30/2014	00135	10-3200-610-000-30-31-61	GEN.ATHL.,EHS,SUPPLIES	CHAMPION'S COHOICE SUPPLY	120.50CR	
6/30/2014	00135	10-3200-610-000-30-31-70	RIFLE,EHS,SUPPLIES	CHAMPION'S COHOICE SUPPLY	120.50	00135
6/30/2014	00136	10-3200-610-000-30-31-61	GEN.ATHL.,EHS,SUPPLIES	SOCCER SUPPLIES	35.36CR	
6/30/2014	00136	10-3201-610-000-30-32-71	SOCCER,JTL,BOYS,SUPPLIES	SOCCER SUPPLIES	35.36	00136
6/30/2014	00137	10-3200-610-000-30-31-61	GEN.ATHL.,EHS,SUPPLIES	ALL AMERICAN SUPPLIES	129.44CR	
6/30/2014	00137	10-3200-400-000-30-31-72	SOFTBALL,EHS,PROPERTY SERVICE	ALL AMERICAN SUPPLIES	129.44	00137
6/30/2014	00138	10-3200-810-000-30-32-78	ATHL.TRAINER,JTL,DUES/FEES	A.MARTINELLI - EATA CONF	65.00CR	
6/30/2014	00138	10-2271-324-000-30-32-78	ATHLETIC TRAIN,JTL CONF.REGIST	A.MARTINELLI - EATA CONF	65.00	00138
6/30/2014	00139	10-3200-810-000-30-32-78	ATHL.TRAINER,JTL,DUES/FEES	A.MARTINELLI EATA CONF.	145.18CR	
6/30/2014	00139	10-2271-580-000-30-32-78	ATHL.TRAINER,JTL,INST/CERT.CON	A.MARTINELLI EATA CONF.	145.18	00139
6/30/2014	00140	10-3202-610-000-30-31-63	BASKETBALL,EHS,GIRLS,SUPPLIES	BSN SPORTS SUPPLY	1,145.76CR	
6/30/2014	00140	10-3201-610-000-30-31-63	BASKETBALL,EHS,BOYS,SUPPLIES	BSN SPORTS SUPPLY	1,145.76	00140
6/30/2014	00141	10-3200-610-000-30-31-78	ATHL.TRAINER,EHS,SUPPLIES	INCREASE IN ATHMEDICS SUP	67.17CR	
6/30/2014	00141	10-3200-610-000-30-52-78	ATHL.TRAINER,LIS,SUPPLIES	INCREASE IN ATHMEDICS SUP	67.17	00141
6/30/2014	00142	10-3200-810-000-30-31-78	ATHL.TRAINER,EHS,DUES & FEES	A.MARTINELLI EATA CONF.	65.00CR	
6/30/2014	00142	10-2271-324-000-30-31-78	ATH. TRAIN,EHS,CONF.TRAINING	A.MARTINELLI EATA CONF.	65.00	00142
6/30/2014	00143	10-3200-810-000-30-52-78	ATHL.TRAINER,LIS,DUES & FEES	C.ROSSI EATA CONF.	172.13CR	
6/30/2014	00143	10-2271-324-000-30-52-78	ATH.TRAIN.,LIS,TRAINING/REGIST	C.ROSSI EATA CONF.	172.13	

DK BUDGET TRANSFER FOR 6/30/2014
June 30, 2014

(continued)

Date	Refer-ence	Account number	Account title	Description	Amount	Refer-ence
					.00	00143
6/30/2014	00144	10-2660-300-000-00-00-91	SECURITY, DISTRICT, CONTR. SERV.	REPAIRS/DODGE CHARGER	1,235.00CR	
6/30/2014	00144	10-2660-433-000-30-31-91	SECUR.EHS REPAIR/MAINT VEHICLE	REPAIRS/DODGE CHARGER	1,235.00	
					.00	00144
6/30/2014	00145	10-2660-300-000-00-00-91	SECURITY, DISTRICT, CONTR. SERV.	MAINT.FEE/S&W TECHNOLOGIE	464.00CR	
6/30/2014	00145	10-2660-438-000-00-00-91	SECURITY, REPAIR/MAINT TECH.EQU	MAINT.FEE/S&W TECHNOLOGIE	464.00	
					.00	00145
6/30/2014	00146	10-2660-432-000-30-51-91	SECURITY, EHN, EQUIP. REPAIR	VEHICLES REPAIRS	27.56CR	
6/30/2014	00146	10-2660-433-000-30-51-91	SECUR. EHN, REPAIR/MAINT. VEHICLE	VEHICLES REPAIRS	27.56	
					.00	00146
6/30/2014	00147	10-2660-761-000-30-52-91	SECURITY, LEH, NON-CAP. REPL. EQUI	PATROIOT WORKWEAR SUPPLY	66.82CR	
6/30/2014	00147	10-2660-610-000-30-52-91	SECURITY, LIS, SUPPLIES	PATROIOT WORKWEAR SUPPLY	66.82	
					.00	00147
6/30/2014	00148	10-2660-300-000-00-00-91	SECURITY, DISTRICT, CONTR. SERV.	P&S GARAGE/REPAIRS DODGE	1,075.00CR	
6/30/2014	00148	10-2660-433-000-00-00-91	SECURITY, DIST.REPAIR/MANIT VEH	P&S GARAGE/REPAIRS DODGE	1,075.00	
					.00	00148
6/30/2014	00149	10-2840-618-006-00-00-99	PRES.VALUE EXT.FIN.COST-ITEC	\$ PRES VALUE COST	2,157,973.00CR	
6/30/2014	00149	10-2840-757-006-00-00-99	PRES-VALUE.EXT.FIN.NON-CAP EQU	\$ PRES VALUE COST	2,157,973.00	
					.00	00149
6/30/2014	00150	10-5900-840-000-00-00-99	BUDGETARY RESERVE	13/14 AESOP EXPENSE	143.90CR	
6/30/2014	00150	10-2830-340-000-00-00-03	PERSONNEL, TECHNICAL SERVICE	13/14 AESOP EXPENSE	143.90	
					.00	00150
					Total:	.00
					Debits:	2,176,519.85
					Credits:	2,176,519.85
38 Transactions						
0 Unbalanced references						

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Jul 07, 2014

001 East Stroudsburg Area School District
BUDGET TRANSFERS EDIT

Page: 3
ID: AC1290

----- END OF BATCH INFORMATION -----

Batch number: 27172 Date of Batch: 7/07/2014

Number of Journals

With errors:	0
Without errors:	1
Total:	1

Number of Transactions: 38

FUND TOTALS

Fund	Description	Debit	Credit
00010	GENERAL FUND	2,176,519.85	2,176,519.85
		2,176,519.85	2,176,519.85

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001 East Stroudsburg Area School District
BUDGET TRANSFERS EDIT

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----- END OF JOB INFORMATION -----

Number of Journals

With errors: 0
Without errors: 1

Total: 1

Number of Transactions: 38

FUND TOTALS

Fund	Description	Debit	Credit
00010	GENERAL FUND	2,176,519.85	2,176,519.85
		2,176,519.85	2,176,519.85

End of Report - 8.53.46

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Bank: 11 PNC Bank (Concentration)

Check no.	Check Date	Vendor name and comment	Amount
206830	6/02/2014	PRIMOS LIFE SKILLS, SEC., SUPPLIES	104.65
206831	6/02/2014	SKYLANES LIFE SKILLS, SEC., SUPPLIES	216.00
206832	6/05/2014	ADVANCED AUTO PARTS TRANSPORTATION, GEN. SUPPLIES	485.62
206833	6/05/2014	ADVANCED AUTO PARTS GEN. MAINT., SUPPLIES	252.76
206834	6/05/2014	ANGELA M NEVIN TRANSPORTATION, IN-DIST. MILEAGE	22.29
206835	6/05/2014	ARTS ACADEMY CHARTER SCHOOL CHARTER/CYBER SCHOOLS- REG. ED.	869.54
206836	6/05/2014	COLIEN JOANNE HENDERSHOT SPEC. ED. SUPV., ELEM., MILEAGE	141.85
206837	6/05/2014	B & H MUSIC, LLC MUSIC, VOCAL, JTL, PROPERTY SVC	270.00
206838	6/05/2014	ANNE BANKS ACCT BLOCK, CERT. INSTR. CONF.	50.21
206839	6/05/2014	BIG BUG MUSIC CHORUS, EHS, SUPPLIES	667.79
206840	6/05/2014	BENJAMIN BRENNEMAN GEN. ATHL., EHS, MILEAGE	364.00
206841	6/05/2014	C. SOLLIDAY PIANO SERVICE MUSIC, VOCAL, EHS, PROPERTY SVC	356.80
206842	6/05/2014	COLONIAL INTERMEDIATE UNIT 20 KTO GRANT, CONTRACT SERVICES	1,320.00
206843	6/05/2014	CONSTELLATION NEWENERGY, INC. JTL, CUST., ELECTRIC	17,028.21
206844	6/05/2014	CRAMER'S HOME CENTER TECH. ED., EHS, SUPPLIES	1,187.43
206845	6/05/2014	CRAMER'S HOME CENTER TECH. ED., EHS, SUPPLIES	1,058.19
206846	6/05/2014	CRAMER'S HOME CENTER GEN. MAINT., EHS, SUPPLIES	240.33
206847	6/05/2014	CRAMER'S HOME CENTER EHS, CUST., SUPPLIES	611.60
206848	6/05/2014	CRAMER'S HOME CENTER TECH. ED., EHS, SUPPLIES	1,554.58
206849	6/05/2014	TODD DEEN CHORUS, JTL, CONTRACT SVCS	350.00
206850	6/05/2014	LEONARD DISANTO REFUND OF PY YR-SENIOR REBATE	1,100.00
206851	6/05/2014	TEAM EXPRESS BASEBALL, EHN, SUPPLIES	819.07
206852	6/05/2014	SHARON DONOVAN TRANSPORTATION, IN-DIST. MILEAGE	13.00
206853	6/05/2014	IRENE DUGGINS CURRICULUM, SEC. CONF. TRAINING	102.15

Bank: 11 PNC Bank (Concentration)

Check no.	Check Date	Vendor name and comment	Amount
206854	6/05/2014	EAST STROUDSBURG CAFETERIA CURRICULUM, HONORS BANQUET	2,758.60
206855	6/05/2014	ENGLE-HAMBRIGHT & DAVIES, INC. GEN.MAINT., AUTO INSURANCE	108.00
206856	6/05/2014	EAST STROUDSBURG AREA SCHOOL DISTRICT DUE TO SPECIAL ACTIVITY FUND	511.50
206857	6/05/2014	EVERGREEN COMMUNITY CHARTER SCHOOL CHARTER/CYBER SCHOOLS- REG.ED.	8,695.40
206858	6/05/2014	FACULTY COKE FUND PEPSI Commissions Payable	212.33
206859	6/05/2014	FOLLET SCHOOL SOLUTIONS, INC. LIBRARY, JMH, BOOKS/PERIODICALS	109.26
206860	6/05/2014	FORMAL FASHIONS, INC. CHORUS, EHS, SUPPLIES	1,553.04
206861	6/05/2014	ALFRED & MARY FRANTZ REFUND OF PY YR-SENIOR REBATE	540.00
206862	6/05/2014	FRIEDMAN ELECTRIC SUPPLY CO. INC. ITEC, GENERAL SUPPLIES	1,320.15
206863	6/05/2014	FRIEDMAN ELECTRIC SUPPLY CO. INC. GEN.MAINT., SUPPLIES	696.03
206864	6/05/2014	FRIEDMAN ELECTRIC SUPPLY CO. INC. GEN.MAINT., SUPPLIES	157.42
206865	6/05/2014	FRONTIER ITEC.TRANS./TELECOMMUNICATION	150.72
206866	6/05/2014	GALLS SECURITY, EHS, SUPPLIES	77.77
206867	6/05/2014	GUMPY LUMP TOYS KTO GRANT, SUPPLIES	343.92
206868	6/05/2014	HAJOCA CORPORATION GEN.MAINT., SUPPLIES	165.13
206869	6/05/2014	PATRICIA J. HEETER ACCT BLOCK, CERT.INSTR. CONF.	218.87
206870	6/05/2014	THOMAS E HENDEL TRANSP., N.CERT/N.INSTR. CONF.	120.96
206871	6/05/2014	HERFF JONES INC. EHS, OTHER ADMIN SERV.GRADUATE	6,160.96
206872	6/05/2014	HILLTOP SALES & SERVICE LIS, CUST., REPAIR/MAINT.EQUIP.	1,142.48
206873	6/05/2014	HOME DEPOT CREDIT SERVICE GEN.MAINT., EHS, SUPPLIES	880.14
206874	6/05/2014	EDWARD A. HUDAK MUSIC, VOCAL, EHN, PROPERTY SVC	150.00
206875	6/05/2014	DALE & FRANCIS HUGHES CANCER CENTER Accounts Payable-Donations	988.43
206876	6/05/2014	IBM CORPORATION ADMIN.SYS., CONTR.MAINTENANCE	777.71
206877	6/05/2014	THE INSTRUMENTALIST BAND, JTL, SUPPLIES	57.00

Bank: 11 PNC Bank (Concentration)

Check no.	Check Date	Vendor name and comment	Amount
206878	6/05/2014	INTEGRAONE ITEC, NON-CAP, TECH EQUIP. REPL.	4,757.00
206879	6/05/2014	IPS RES, INSTR, ED. TECH. SUPPLIES	999.39
206880	6/05/2014	KAR BILL ENTERPRISES, INC. TRANSPORTATION, GASOLINE/OIL	10,765.13
206881	6/05/2014	LOIS L KOLAR REFUND OF PY YR-SENIOR REBATE	209.84
206882	6/05/2014	J.T.LAMBERT TEACHER'S FUND PEPSI Commissions Payable	208.73
206883	6/05/2014	BROOKE K LANGAN ITEC, IN-DISTRICT MILEAGE	119.17
206884	6/05/2014	LAW SOUND & LIGHTING INC A/V, EHN, REPL. TECH. EQUIPMENT	308.00
206885	6/05/2014	LEARNING ALLY SPEC. ED. SUPV., ELEM., DUES/FEES	790.00
206886	6/05/2014	ROSE M. LEE REFUND OF PY YR-SENIOR REBATE	1,425.00
206887	6/05/2014	LEHMAN INTERMEDIATE TEACHERS' FUND PEPSI Commissions Payable	152.64
206888	6/05/2014	LEVIN LEGAL GROUP LEGAL SVCS., SPECIAL EDUCATION	2,194.10
206889	6/05/2014	LIBERTY SOD FARMS GEN. MAINT., JTL, SUPPLIES	50.00
206890	6/05/2014	LINCOLN INTERMEDIATE UNIT NO 12 CURRICULUM, SEC. CONF. TRAINING	50.00
206891	6/05/2014	LJC DISTRIBUTORS OF FULLER BRUSH MSE, CUST., SUPPLIES	230.00
206892	6/05/2014	LOSER'S MUSIC, INC. MUSIC, VOCAL, RES, SUPPLIES	262.39
206893	6/05/2014	JOSEPH P. MARTIN ITEC, IN-DISTRICT MILEAGE	105.95
206894	6/05/2014	MET-ED JTL, CUST., ELECTRIC	2,739.83
206895	6/05/2014	MARGARET MIKKELSEN REFUND OF PY YR-SENIOR REBATE	650.00
206896	6/05/2014	BARBARA A. MILLER ACCT BLOCK, CERT. INSTR. CONF.	77.42
206897	6/05/2014	GERALD MILLER REFUND OF PY YR-SENIOR REBATE	540.00
206898	6/05/2014	MODERN GAS SALES, INC. EHS, CUST., SUPPLIES	228.00
206899	6/05/2014	MONROE FAMILY PRACTICE TRANSPORTATION, PROF. CONT. SERV	455.00
206900	6/05/2014	MOUNTAIN LAUREL DEVELOPMENT GROUP LP EHN, OTHER ADM. SERV. GRADUATION	7,500.00
206901	6/05/2014	MOUSER ELECTRONICS TECH. ED., EHS, SUPPLIES	551.11

Bank: 11 PNC Bank (Concentration)

Check no.	Check Date	Vendor name and comment	Amount
206902	6/05/2014	MR. JOHN, INC. GEN.ATHL.,EHS,RENTAL EQUIP.	404.00
206903	6/05/2014	MUSICIAN'S FRIEND MUSIC,VOCAL,EHS,ED.TECH.SUPPLI	143.85
206904	6/05/2014	NORTHEASTERN PENNSYLVANIA WRITING ACCT BLOCK,TRAINING	8,040.00
206905	6/05/2014	OFFICE DEPOT BUSINESS OFFICE,GEN.SUPPLIES	74.01
206906	6/05/2014	ORIENTAL TRADING BES,ACTIVITIES,SUPPLIES	12.50
206907	6/05/2014	PENNSYLVANIA CYBER CHARTER SCHOOL CHARTER/CYBER SCHOOLS- REG.ED.	73,541.01
206908	6/05/2014	PENNSYLVANIA LEADERSHIP CHARTER SCHOOL CHARTER/CYBER SCHOOL-SPEC.ED.	7,679.55
206909	6/05/2014	PENNSYLVANIA VIRTUAL CHARTER SCHOOL CHARTER/CYBER SCHOOLS- REG.ED.	13,258.40
206910	6/05/2014	MANVEL R PAGE ITEC,N/INSTR-N/CERT.TRAVEL	146.62
206911	6/05/2014	PASBO Prepayments	212.00
206912	6/05/2014	PERMA-BOUND BOOKS ENGLISH,EHN,BOOKS/PERIODICALS	4,527.68
206913	6/05/2014	PHILIP ROSENAU CO., INC. JTL.CUST.,REPAIR/MAINT.EQUIP.	889.98
206914	6/05/2014	LISA PICCIRILLO REFUND OF PY YR-SENIOR REBATE	1,100.00
206915	6/05/2014	MICHAEL M. PIERCE REFUND OF PY YR-SENIOR REBATE	1,100.00
206916	6/05/2014	PMEA Prepayments	109.00
206917	6/05/2014	POCONO AUTISM SOCIETY Accounts Payable-Donations	55.00
206918	6/05/2014	POCONO MEDICAL CENTER NURSE FAMILY KTO, PRE-K,CONTRACT SERVICES	5,271.72
206919	6/05/2014	POCONO SERVICES FOR FAMILIES & CHILDREN KTO, PRE-K,CONTRACT SERVICES	2,980.99
206920	6/05/2014	QUILL CORPORATION BUSINESS OFFICE,GEN.SUPPLIES	403.84
206921	6/05/2014	REALITYWORKS, INC. F&CS,EHN,SUPPLIES	302.40
206922	6/05/2014	RESICA SUNSHINE FUND PEPSI Commissions Payable	107.86
206923	6/05/2014	SANTOS RODRIGUEZ JMH,PRIN.,PROF.CONTRACT SVCS	57.12
206924	6/05/2014	THE SANDONE TIRE & BATTERY TRANSPORTATION,TIRES	3,450.50
206925	6/05/2014	REGINA SAYLES BES,ACTIVITIES,SUPPLIES	500.00

Bank: 11 PNC Bank (Concentration)

Check no.	Check Date	Vendor name and comment	Amount
206926	6/05/2014	SCHOOL CLAIMS-ASSURANT SUSPENSE ACCT., LIFE INSURANCE	20,616.93
206927	6/05/2014	CLASSROOM DIRECT/SCHOOL SPECIALTY INC. BES, INSTR.NON-CAP, EQUIP.REPL.	2,650.72
206928	6/05/2014	PAULA SCHWARTZMAN REFUND OF PY YR-SENIOR REBATE	1,425.00
206929	6/05/2014	MAUREEN G. SEIDEL ITEC, IN-DISTRICT MILEAGE	97.83
206930	6/05/2014	SEVEN GENERATIONS CHARTER SCHOOL CHARTER/CYBER SCHOOL-SPEC.ED.	3,839.79
206931	6/05/2014	SHERMAN THEATER EHS, OTHER ADMIN SERV.GRADUATE	786.25
206932	6/05/2014	MIKE SILVOY CURRICULUM, IN-DISTR.MILEAGE	20.16
206933	6/05/2014	MICHAEL SLESINSKI SPEC.ED.SUPV., ELEM., MILEAGE	169.73
206934	6/05/2014	SOCIAL WELFARE COMMITTEE PEPSI Commissions Payable	56.51
206935	6/05/2014	SPORT SUPPLY GROUP, INC. TRACK, BOYS, EHS CAP.REPL.EQUIP	17,501.52
206936	6/05/2014	STAFF DEVELOPMENT FOR EDUCATORS ACCT BLOCK, STAFF DEV CONT SERV	7,935.00
206937	6/05/2014	STOTZ & FATZINGER GEN.ATHLETICS, JTL, SUPPLIES	104.29
206938	6/05/2014	SUN LITHO-PRINT, INC. EHS, OTHER ADMIN SERV.GRADUATE	130.00
206939	6/05/2014	SUNSHINE CLUB PEPSI Commissions Payable	137.45
206940	6/05/2014	SUNTEX INTERNATIONAL, INC. GIFTED, ELEM, SUPPLIES	85.96
206941	6/05/2014	Thomas Lesniewski, Ed. D. CURRICULUM, IN-DISTR.MILEAGE	214.59
206942	6/05/2014	LISA TIRJAN LIBRARY, JTL, IN-DIST.MILEAGE	52.98
206943	6/05/2014	NANCY J. TOWNSEND REFUND OF PY YR-SENIOR REBATE	540.00
206944	6/05/2014	AMY TROTTO SPEC.ED.SUPV., SEC., MILEAGE	224.22
206945	6/05/2014	US FOODS F&CS, EHN, SUPPLIES	1,016.29
206946	6/05/2014	VWR SARGENT WELCH SCIENCE, EHN, SUPPLIES	485.30
206947	6/05/2014	CHARLES F. WAGNER REFUND OF PY YR-SENIOR REBATE	1,100.00
206948	6/05/2014	MARGARET WAGNER ACCT BLOCK, CERT.INSTR. CONF.	202.01
206949	6/05/2014	WEIS MARKET, INC. F&CS, LIS, SUPPLIES	435.99

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Bank: 11 PNC Bank (Concentration)

Check no.	Check Date	Vendor name and comment	Amount
206950	6/05/2014	WELLER HEALTH EDUCATION CURRICULUM, SEC., PR. SVC/SCORING	500.00
206951	6/05/2014	SHAWN WESCOTT ITEC, IN-DISTRICT MILEAGE	33.32
206952	6/05/2014	WEST END EQUIPMENT GEN. ATHL., EHS, SUPPLIES	625.00
206953	6/05/2014	EAST STROUDSBURG School Service Personnel Dues	8,620.75
206954	6/05/2014	CHAPTER 13 TRUSTEE Miscellaneous Deductions	287.00
206955	6/05/2014	ED FOUNDATION OF ES/GENERAL FUND EDUC. FOUNDATION DEDUCTIONS	25.00
206956	6/05/2014	ED FOUNDATION OF ES/SCHOLARSHIP FUND EDUC. FOUNDATION DEDUCTIONS	13.00
206957	6/05/2014	E.S.E.A. ESEA Dues	324.38
206958	6/05/2014	FLORIDA STATE DISBURSEMENT UNIT Miscellaneous Deductions	312.03
206959	6/05/2014	HAB-DLT (ER) Miscellaneous Deductions	293.08
206960	6/05/2014	NYSCSPC (NEW YORK STATE CHILD SUPPORT Miscellaneous Deductions	402.81
206961	6/05/2014	PENNSYLVANIA HIGHER EDUCATION AGENCY Miscellaneous Deductions	1,003.32
206962	6/05/2014	SOCIAL SECURITY ADMINISTRATION Miscellaneous Deductions	149.60
206963	6/05/2014	U.S. DEPARTMENT OF EDUCATION Miscellaneous Deductions	267.49
206964	6/05/2014	UNITED STATES TREASURY Miscellaneous Deductions	25.00
206965	6/12/2014	ABC TROPHIES, INC. GIFTED, ELEM, SUPPLIES	53.90
206966	6/12/2014	ACTION LIFT, INC. LIS, CUST., CONTR. PROPERTY SERV.	616.00
206967	6/12/2014	APPLE COMPUTER, INC. SPEC. ED. ADMIN, SUPPLIES	485.65
206968	6/12/2014	MICHELLE ARNOLD ACCT BLOCK, CONFERENCES	189.07
206969	6/12/2014	BANKS' VACUUM SALES AND SERVICE JTL, CUST., SUPPLIES	279.47
206970	6/12/2014	MINNIE BATCHLER REFUND OF PY YR-SENIOR REBATE	1,100.00
206971	6/12/2014	ERIC BELL SEPTIC SYSTEMS, INC. SEWER PLANT, DISPOSAL SERVICES	2,325.00
206972	6/12/2014	TANIA BELLINGER TRANSP, CONTR DRIVER, SPEC EDUC	3,796.39
206973	6/12/2014	H.A. BERKHEIMER INC. TAX COLLECTION, PROF. CONTR. SVCS	250.23

Bank: 11 PNC Bank (Concentration)

Check no.	Date	Vendor name and comment	Amount
206974	6/12/2014	GEORGE BIDDULPH ADMIN.SYS.N-CERT/N-INSTR.TRAV	135.52
206975	6/12/2014	LISA LEE BLOISE TRANSP,CONTR DRIVER,SPEC EDUC	3,623.87
206976	6/12/2014	ALEXANDRA BRIDGMAN TRANSP,CONTR DRIVER,SPEC EDUC	2,275.06
206977	6/12/2014	MARY L. BURKE OUT-OF-DIST-PLACEMENT, MILEAGE	323.96
206978	6/12/2014	BUS PARTS WAREHOUSE TRANSPORTATION,REPAIRS & PARTS	144.99
206979	6/12/2014	ANGELA M. BYRNE TL.1,GRANTS DIRECTOR,MILEAGE	130.10
206980	6/12/2014	GEORGE CARAMELLA TRANSP,CONTR DRIVER,SPEC EDUC	4,063.91
206981	6/12/2014	MARIALENA CASCIOTTA SPEC.ED.SUPV.,ELEM.,MILEAGE	259.89
206982	6/12/2014	CENTRAL PENN GAS, INC. EHS,CUST.,NATURAL GAS	2,403.91
206983	6/12/2014	CHC MOTORS SECUR.EHS REPAIR/MAINT VEHICLE	1,230.90
206984	6/12/2014	KATYE N CLOGG MUSIC, INSTR, EHS, INST/CERT.CONF	637.84
206985	6/12/2014	COLONIAL INTERMEDIATE UNIT 20 STAFF DEV.DIR., PROF.CONTR.SVCS	2,600.00
206986	6/12/2014	COMPUTER DISCOUNT WAREHOUSE ITEC,GENERAL SUPPLIES	1,337.67
206987	6/12/2014	CONCORDE, INC. TRANSPORTATION, PROF.CONT.SERV	668.08
206988	6/12/2014	RONALD A CONTORNO REFUND OF PY YR-SENIOR REBATE	1,100.00
206989	6/12/2014	JONATHAN S. CORCHNOY, ESQ. COMP ED PAYABLE #136427	15,000.00
206990	6/12/2014	COMMUNICATIONS SYSTEMS, INC. GEN.MAINT., RES, CONTRACT SVCS	580.00
206991	6/12/2014	CHRISTINE DAVIS TRANSP,CONTR DRIVER,SPEC EDUC	3,881.75
206992	6/12/2014	DINN BROTHERS JTL,ACTIVITIES,SUPPLIES	281.90
206993	6/12/2014	DIRECT ENERGY EHS,CUST.,NATURAL GAS	5,064.20
206994	6/12/2014	IRENE DUGGINS CURRICULUM,IN-DISTR.MILEAGE	91.48
206995	6/12/2014	EASTERN LIFT TRUCK EHN,CUST.,CAPITAL,EQUIP.REPL.	22,800.00
206996	6/12/2014	DOUGLAS ELIOTT REFUND OF PY YR-SENIOR REBATE	540.00
206997	6/12/2014	EMERGENCY GENERATOR REPAIR CO. MAINT.,EHS,PROPERTY SERVICE	8,696.75

Bank: 11 PNC Bank (Concentration)

Check no.	Check Date	Vendor name and comment	Amount
206998	6/12/2014	EMERGENCY GENERATOR REPAIR CO. MAINT., SMI, PROPERTY SERVICE	734.00
206999	6/12/2014	MARILYN ESPINOZA ACCT.BLOCK, MIEAGE	170.52
207000	6/12/2014	EVERASE CORPORATION ITEC, NON-CAP. EQUIPMENT-INIT.	13,121.00
207001	6/12/2014	HOLLIE FALZONE BES, INST., IN-DISTRICT MILEAGE	10.08
207002	6/12/2014	ROBERT J FALZONE BES, INST., IN-DISTRICT MILEAGE	10.08
207003	6/12/2014	FASTENAL COMPANY ITEC, GENERAL SUPPLIES	48.61
207004	6/12/2014	FEDEX F&CS, EHN, SUPPLIES	10.77
207005	6/12/2014	CARLEEN FINK TRANSP, CONTR DRIVER, SPEC EDUC	5,066.54
207006	6/12/2014	FISHER & SON CO INC GEN.MAINT., SUPPLIES	1,335.14
207007	6/12/2014	FLINN SCIENTIFIC INC. SCIENCE, EHS, SUPPLIES	18.68
207008	6/12/2014	MARIA FRASCELLA TRANSP, CONTR DRIVER, SPEC EDUC	2,262.71
207009	6/12/2014	FRONTIER ITEC.TRANS./TELECOMMUNICATION	112.60
207010	6/12/2014	G & K SERVICES GEN.MAINT., UNIFORM RENTAL	621.54
207011	6/12/2014	G & K SERVICES EHN, CUST., UNIFORM RENTAL	646.14
207012	6/12/2014	G & K SERVICES GEN.MAINT., UNIFORM RENTAL	603.89
207013	6/12/2014	G & K SERVICES EHN, CUST., UNIFORM RENTAL	340.30
207014	6/12/2014	JENNY GALUNIC TRANSPORTATION, CONT.DRIVER	3,439.57
207015	6/12/2014	JULIUS & DOLORES GAMBINO REFUND OF PY YR-SENIOR REBATE	1,100.00
207016	6/12/2014	GARDEN STATE HIGHWAY PRODUCTS, INC. GEN.MAINT., SUPPLIES	73.80
207017	6/12/2014	CAROL DEANE GARDNER SPEC.ED.SUPV.INT.CONFERENCE	102.48
207018	6/12/2014	LISA GERST TRANSP, CONTR DRIVER, SPEC EDUC	5,747.50
207019	6/12/2014	ROSALYN R. GILMORE TRANSPORTATION, CONT.DRIVER	1,636.09
207020	6/12/2014	MARJORY GULLSTRAND LIBRARY, EHS, CONF.TRAVEL	71.65
207021	6/12/2014	THOMAS E HENDEL TRANSPORTATION, IN-DIST.MILEAGE	180.88

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Bank: 11 PNC Bank (Concentration)

Check no.	Check Date	Vendor name and comment	Amount
207022	6/12/2014	DEBORAH HOLMES TRANSP, CONTR DRIVER, SPEC EDUC	3,257.93
207023	6/12/2014	KATHARINE HOLMES TRANSP, CONTR DRIVER, SPEC EDUC	3,086.55
207024	6/12/2014	GORDON S. HOOPER REFUND OF PY YR-SENIOR REBATE	1,100.00
207025	6/12/2014	INTEGRAONE ITEC, ED. TECH SUPPLIES/SOFTWARE	1,168.00
207026	6/12/2014	INTEGRITEC, INC. GEN.MAINT., EHN, SUPPLIES	755.00
207027	6/12/2014	IPS ITEC, GENERAL SUPPLIES	74.25
207028	6/12/2014	JO-T'S Accounts Payable-Donations	40.00
207029	6/12/2014	K'NEX BRANDS, LLC GIFTED, INT., SUPPLIES	308.00
207030	6/12/2014	KISTLER PRINTING COMPANY ENGLISH, EHS, PRINTING SERVICES	900.00
207031	6/12/2014	KREMPASKY EQUIPMENT CO. EHN, CUST., REPAIR/MAINT.EQUIP.	2,147.05
207032	6/12/2014	DIANE KRUPSKI TRANSP, CONTR DRIVER, SPEC EDUC	3,722.67
207033	6/12/2014	GINA D. LABADIE TRANSP, CONTR DRIVER, SPEC EDUC	3,476.62
207034	6/12/2014	KARLA J LABAR TRANSPORTATION, CONT.DRIVER	7,178.96
207035	6/12/2014	SUZANNE LAPIN TRANSPORTATION, PARENT TRANSPOR	584.64
207036	6/12/2014	STEVEN LASTRA TRANSP, CONTR DRIVER, SPEC EDUC	4,348.15
207037	6/12/2014	LAWSON PRODUCTS GEN.MAINT., SUPPLIES	162.79
207038	6/12/2014	LEVIN LEGAL GROUP LEGAL SVCS., SPECIAL EDUCATION	1,801.70
207039	6/12/2014	LJC DISTRIBUTORS OF FULLER BRUSH MSE, CUST., SUPPLIES	193.75
207040	6/12/2014	GARY MACMAHON ITEC, IN-DISTRICT MILEAGE	33.49
207041	6/12/2014	MANWALAMINK WATER COMPANY SMI, CUST., WATER/SEWER	551.98
207042	6/12/2014	MEIER SUPPLY CO., INC. GEN.MAINT., EHN, SUPPLIES	180.52
207043	6/12/2014	MET-ED EHN, CUST., ELECTRIC	4,287.32
207044	6/12/2014	DARYLE MILLER GEN.MAINT., IN-DISTRICT MILEAGE	116.70
207045	6/12/2014	MORNING CALL BUSINESS OFFICE, ADVERTISING	2,425.94

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Check no.	Check Date	Vendor name and comment	Amount
207046	6/12/2014	PETER MUTI TRANSP, CONTR DRIVER, SPEC EDUC	2,537.28
207047	6/12/2014	NAPA AUTO PARTS TRANSPORTATION, REPAIRS & PARTS	110.36
207048	6/12/2014	NASCO (ROUTE#45950) ART, EHS, CAPITAL EQUIP. REPL.	4,998.52
207049	6/12/2014	NCS PEARSON INC. CURRICULUM, ELEM, SUPPLIES	3,523.21
207050	6/12/2014	NORTHWEST EVALUATION ASSOCIATION CURRICULUM, ELEM, PR. SVC/SCORING	22,725.00
207051	6/12/2014	VICTORIA O'ROURKE TRANSP, CONTR DRIVER, SPEC EDUC	5,304.61
207052	6/12/2014	P & S GARAGE SECUR. EHS REPAIR/MAINT VEHICLE	1,074.06
207053	6/12/2014	PENNSYLVANIA ALL-STATE FESTIVAL BAND, EHS, DUES & FEES	750.00
207054	6/12/2014	THE PACKAGING PLACE GEN. ATHL., EHS, POSTAGE	49.40
207055	6/12/2014	MANVEL R PAGE ITEC, IN-DISTRICT MILEAGE	87.36
207056	6/12/2014	JAMES PARTON ESE, INSTR, IN-DISTRICT MILEAGE	39.33
207057	6/12/2014	DANIEL B PATASCHER PHYS. ED. EHS CONFERENCE TRAIN	421.02
207058	6/12/2014	PATHWAY INNOVATIONS AND TECHNOLOGIES INC ART, EHS, INSTR. TECH SUPPLY	287.77
207059	6/12/2014	PATRIOT WORKWEAR SECURITY, RES, SUPPLIES	578.00
207060	6/12/2014	CHECK VOIDED	
207061	6/12/2014	POCONO MOUNTAIN CHARTER SCHOOL CHARTER/CYBER SCHOOLS- REG. ED.	1,739.10
207062	6/12/2014	PP&L EHS, CUST., ELECTRIC	50.84
207063	6/12/2014	PRAXAIR DIST MID-ATLANTIC EHN, CUST., CONTR. PROPERTY SERV.	34.38
207064	6/12/2014	BARBARA PREVOST TRANSP, CONTR DRIVER, SPEC EDUC	5,717.86
207065	6/12/2014	KIMBERLY A. RILEY ACCT BLOCK, CERT. INSTR. CONF.	188.50
207066	6/12/2014	CHECK VOIDED	
207067	6/12/2014	LINDA ROWE TRANSPORTATION, PARENT TRANSPOR	981.34
207068	6/12/2014	SCHOLASTIC INC. TL 1, PARENT BOOKS	545.00
207069	6/12/2014	CLASSROOM DIRECT/SCHOOL SPECIALTY INC. ESE, PRIN., GENERAL SUPPLIES	2,225.40
207070	6/12/2014	SCRANTON PRINTING CO. BUSINESS OFFICE, PRINTING	879.00

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Check no.	Check Date	Vendor name and comment	Amount
207071	6/12/2014	SCRANTON-LACKAWANNA HUMAN DEVELOPMENT KTO, PRE-K, CONTRACT SERVICES	71.82
207072	6/12/2014	DOUGLAS L. SISKA TRANSPORTATION, CONT. DRIVER	6,177.85
207073	6/12/2014	DUSTIN SISKA TRANSP, CONTR DRIVER, SPEC EDUC	6,135.10
207074	6/12/2014	KIM STEVENS SPEC. ED. SUPV. INT. MILEAGE	93.97
207075	6/12/2014	ROBERT W SUTJAK TRANSPORTATION, IN-DIST. MILEAGE	197.23
207076	6/12/2014	CHESTER C. SWIDER REFUND OF PY YR-SENIOR REBATE	650.00
207077	6/12/2014	TALLEY PETROLEUM TRANSPORTATION, SOUTH, DIESEL	48,183.42
207078	6/12/2014	DAWN THORNTON REFUND OF PY YR-SENIOR REBATE	674.62
207079	6/12/2014	RAYMOND H. TOMPKINS REFUND OF PY YR-SENIOR REBATE	540.00
207080	6/12/2014	TRANE U.S. INC. MAINT., JTL, PROPERTY SERVICE	2,675.30
207081	6/12/2014	AMY TROTTO SPEC. ED. SUPV., SEC., MILEAGE	151.06
207082	6/12/2014	UNIVERSITY OF OREGON CURRICULUM, ELEM, PR. SVC/SCORING	56.00
207083	6/12/2014	WASTE MANAGEMENT OF NEW JERSEY, INC. Due from Cafeteria-General Exp	8,654.31
207084	6/12/2014	WE CARE PEPSI Commissions Payable	123.94
207085	6/12/2014	WEIS MARKET, INC. F&CS, EHS, SUPPLIES	511.09
207086	6/12/2014	WEX BANK EHN, CUST., GASOLINE	131.73
207087	6/12/2014	XYLEM WATER SOLUTINS U.S.A., INC. SEWER PLANT, CAPITAL, EQUIP REPL	7,262.45
207088	6/12/2014	CHRISTINE ZIPP ESL, LIS, MILEAGE	10.19
207089	6/12/2014	PEARSON EDUCATION ACCOUNTABILITY BLOCK, BOOKS/PER	13,551.43
207090	6/13/2014	RESERVE ACCOUNT BUSINESS OFFICE, POSTAGE	2,000.00
207091	6/19/2014	ABC TROPHIES, INC. GEN. ATHL., EHS, SUPPLIES	2,032.75
207092	6/19/2014	ACAR LEASING INC. GEN. ATHL. RENTAL OF VEHICLES	94.95
207093	6/19/2014	CAROLINE J AGOSTO READING, LIS, TUITION REIMBURSE.	1,020.00
207094	6/19/2014	CYNTHIA J. ALLEN SPEC. ED. ADMIN., PROF. CONTRACT	60.00

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Check no.	Check Date	Vendor name and comment	Amount
207095	6/19/2014	AMERICAN RIBBON MANUFACTURERS, INC. F&CS, EHS, SUPPLIES	99.24
207096	6/19/2014	ANGELA M NEVIN TRANSPORTATION, IN-DIST. MILEAGE	22.29
207097	6/19/2014	APPLE COMPUTER, INC. ITEC, GENERAL SUPPLIES	98.00
207098	6/19/2014	ASPEN PEST SERVICES, LLC EHN, CUST., EXTERMINATION SERV.	732.40
207099	6/19/2014	ASPEN PEST SERVICES, LLC EHN, CUST., EXTERMINATION SERV.	551.25
207100	6/19/2014	ANDRE & EILEEN BARVIG REFUND OF PY YR-SENIOR REBATE	540.00
207101	6/19/2014	TANIA BELLINGER TRANSP, CONTR DRIVER, SPEC EDUC	599.43
207102	6/19/2014	RONALD BERBERICH REFUND OF PY YR-SENIOR REBATE	540.00
207103	6/19/2014	VINCENT BIANCHI RES, INST, PROF CONTRACT SERVICE	500.00
207104	6/19/2014	BIG BUG MUSIC MUSIC, INSTR, EHN, PROPERTY SVC	179.90
207105	6/19/2014	LISA LEE BLOISE TRANSP, CONTR DRIVER, SPEC EDUC	572.19
207106	6/19/2014	BLUETARP FINANCIAL GEN. MAINT., SUPPLIES	258.84
207107	6/19/2014	KARLEIGH BOWEN ENGLISH, LIS, TUITION REIMBURSE.	1,326.00
207108	6/19/2014	BENJAMIN BRENNEMAN GEN. ATHL., EHS, MILEAGE	17.00
207109	6/19/2014	ALEXANDRA BRIDGMAN TRANSP, CONTR DRIVER, SPEC EDUC	359.22
207110	6/19/2014	BRITE CLEANERS BAND, EHS, PROPERTY SERVICE	723.30
207111	6/19/2014	JOAN E BRUSH REFUND OF PY YR-SENIOR REBATE	540.00
207112	6/19/2014	KAREN L. BUIS DENTAL, DISTRICT, IN-DISTR. MILES	33.94
207113	6/19/2014	LAWRENCE M. BURNETT REFUND OF PY YR-SENIOR REBATE	1,100.00
207114	6/19/2014	HOLLY BURNS GIFTED, ELEM, MILEAGE	83.83
207115	6/19/2014	ANGELA M. BYRNE KTO GRANT, STAFF DEV, MILEAGE	55.78
207116	6/19/2014	ANTHONY CALDERONE ITEC, IN-DISTRICT MILEAGE	15.85
207117	6/19/2014	GEORGE CAMELLA TRANSP, CONTR DRIVER, SPEC EDUC	641.67
207118	6/19/2014	KATHLEEN CARR ACCT BLOCK, CERT. INSTR. CONF.	226.89

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Check no.	Check Date	Vendor name and comment	Amount
207119	6/19/2014	ANN CATRILLO SCHOOL BASED BEHAVIORAL-CONF	574.76
207120	6/19/2014	MICHAEL CATRILLO EHS, PRINCIPAL CONFERENCE, TRAIN	131.25
207121	6/19/2014	CENTRAL PENN GAS, INC. STADIUM, CUST., NATURAL GAS	675.86
207122	6/19/2014	CENTRAL SUSQUEHANNA INTERMEDIATE UNIT ADMIN. SYS. N-CERT/N-INSTR. TRAV	200.00
207123	6/19/2014	ELAINE D. COLE REFUND OF PY YR-SENIOR REBATE	540.00
207124	6/19/2014	COLONIAL INTERMEDIATE UNIT 20 KTO GRANT, CONTRACT SERVICES	18,000.00
207125	6/19/2014	COMMONWEALTH OF PA Real Estate Refunds, Mid.Smith	2,783.09
207126	6/19/2014	COMPUTER DISCOUNT WAREHOUSE MATH, EHS, EDUC. TECH. SUPPLIES	234.56
207127	6/19/2014	CONSTELLATION NEWENERGY, INC. MSE, CUST., ELECTRIC	5,318.00
207128	6/19/2014	CONSTELLATION NEWENERGY, INC. EHN, CUST., ELECTRIC	30,540.06
207129	6/19/2014	MICHAEL J. COPPOLA ENGLISH, EHN, TUITION REIMBURSE.	255.00
207130	6/19/2014	PETROCHOICE TRANSPORTATION, OIL	2,422.88
207131	6/19/2014	DAWN S. DAILEY EHS, PRIN., CERT/N-INSTR. CONF.	621.79
207132	6/19/2014	CHRISTINE DAVIS TRANSP, CONTR DRIVER, SPEC EDUC	666.96
207133	6/19/2014	DIRECT ENERGY STADIUM, CUST., NATURAL GAS	1,230.33
207134	6/19/2014	DYNAMITE CASTROL PREMIUM LUBE EXPRESS SECURITY, EHN, CONTR. MAINT.	158.48
207135	6/19/2014	EAST STROUDSBURG UNIVERSITY ESU, STRENGTH/CONDITIONING PROG	3,325.00
207136	6/19/2014	EAST STROUDSBURG AREA SCHOOL DISTRICT DUE TO SPECIAL ACTIVITY FUND	950.00
207137	6/19/2014	EVERGREEN COMMUNITY CHARTER SCHOOL CHARTER/CYBER SCHOOLS- REG. ED.	8,695.40
207138	6/19/2014	CARLEEN FINK TRANSP, CONTR DRIVER, SPEC EDUC	799.98
207139	6/19/2014	MARIA FRASCELLA TRANSP, CONTR DRIVER, SPEC EDUC	586.12
207140	6/19/2014	ARAINA MAYNARD-FREED ACCESS, DISTRICT MILEAGE	20.16
207141	6/19/2014	SAMANTHA K. FRICK PHYS. ED., EHS, TUITION REIMBURSE	2,652.00
207142	6/19/2014	FRIEDMAN ELECTRIC SUPPLY CO. INC. GEN. MAINT., SUPPLIES	219.90

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Check no.	Date	Vendor name and comment	Amount
207143	6/19/2014	KELLIE L. FUEHRER LEARN.SUP.,SEC.,TUITION REIMB.	300.00
207144	6/19/2014	G & K SERVICES JTL,CUST.,UNIFORM RENTAL	816.27
207145	6/19/2014	G & K SERVICES SMI,CUST.,UNIFORM RENTAL	9.32
207146	6/19/2014	JENNY GALUNIC TRANSPORTATION,CONT.DRIVER	543.09
207147	6/19/2014	LISA GERST TRANSP,CONTR DRIVER,SPEC EDUC	907.50
207148	6/19/2014	ROSALYN R. GILMORE TRANSPORTATION,CONT.DRIVER	258.33
207149	6/19/2014	GOPHER PHYS.ED.,EHS,SUPPLIES	134.37
207150	6/19/2014	ROSEMARY GROSS REFUND OF PY YR-SENIOR REBATE	540.00
207151	6/19/2014	GROVE CITY AREA SCHOOL DISTRICT 3RD.PART/LEARN.SUP/PUBLIC/TUIT	1,785.00
207152	6/19/2014	HAJOCA CORPORATION GEN.MAINT.,SUPPLIES	71.78
207153	6/19/2014	KEVIN L. HATCHER ACCT BLOCK, CERT.INSTR. CONF.	209.36
207154	6/19/2014	HILLTOP SALES & SERVICE GEN.MAINT.,SUPPLIES	233.28
207155	6/19/2014	DEBORAH HOLMES TRANSP,CONTR DRIVER,SPEC EDUC	514.41
207156	6/19/2014	KATHARINE HOLMES TRANSP,CONTR DRIVER,SPEC EDUC	487.35
207157	6/19/2014	INDUSTRIAL CONTROLS DISTRIBUTORS, LLC GEN.MAINT.,SUPPLIES	186.07
207158	6/19/2014	AMANDA SIGNORELLO SCHOOL BASED BEHAVIORAL-TRAINI	119.47
207159	6/19/2014	DEBORAH A. JONES GUIDANCE,JTL,MILEAGE	14.56
207160	6/19/2014	DIANE L KELLY BUSINESS OFFICE,IN-DISTR.MILES	16.02
207161	6/19/2014	WILLIAM C KESSELRING BES,INST.,TUITION REIMBURSE.	1,326.00
207162	6/19/2014	DIANE KRUPSKI TRANSP,CONTR DRIVER,SPEC EDUC	323.75
207163	6/19/2014	GAIL A. KULICK RES,PRIN.,TUITION REIMB.	3,780.00
207164	6/19/2014	GINA D. LABADIE TRANSP,CONTR DRIVER,SPEC EDUC	548.94
207165	6/19/2014	KARLA J LABAR TRANSPORTATION,CONT.DRIVER	1,387.20
207166	6/19/2014	J.T.LAMBERT TEACHER'S FUND Accounts Payable-Donations	259.00

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Check no.	Check Date	Vendor name and comment	Amount
207167	6/19/2014	LAMINATOR.COM JTL, INSTR, SUPPLIES	104.95
207168	6/19/2014	STEVEN LASTRA TRANSP, CONTR DRIVER, SPEC EDUC	457.70
207169	6/19/2014	LEADER SERVICES ACCESS, CONTR. SERVICE	263.90
207170	6/19/2014	LEHIGH LEARNING ACADEMY 3RD, PART, ALT/SPEC ED. SEC. TUIT.	4,275.00
207171	6/19/2014	LEVIN LEGAL GROUP LEGAL SVCS., SPECIAL EDUCATION	9,120.50
207172	6/19/2014	WILLIAM R LIPSKY REFUND OF PY YR-SENIOR REBATE	1,100.00
207173	6/19/2014	LJC DISTRIBUTORS OF FULLER BRUSH SMI, CUST., SUPPLIES	299.50
207174	6/19/2014	DAVID MAJESKI SCIENCE, LIS, TUITION REIMBURSE.	300.00
207175	6/19/2014	MAKE MUSIC, INC. MUSIC, VOCAL, EHS, ED. TECH. SUPPLI	709.95
207176	6/19/2014	MANSFIELD OIL BUS GARAGE, OIL	768.98
207177	6/19/2014	ASHLEY MARTONIK LEARN. SUP., SEC., TUITION REIMB.	2,652.00
207178	6/19/2014	MCCARTHY TIRE SERVICE TRANSPORTATION, TIRES	227.64
207179	6/19/2014	THOMAS J. MCINTYRE III BUSINESS OFFICE, IN-DISTR. MILES	69.10
207180	6/19/2014	MER-MADE FILTER GEN. MAINT. LIS. CAP. EQUIP. REPL.	8,206.75
207181	6/19/2014	MET-ED MSE, CUST., ELECTRIC	104.11
207182	6/19/2014	MET-ED MSE, CUST., ELECTRIC	2,866.69
207183	6/19/2014	CHARLES E. MILLER REFUND OF PY YR-SENIOR REBATE	1,425.00
207184	6/19/2014	KAREN MARIE MOCHAN MATH, EHN, TUITION REIMBURSEMENT	1,233.00
207185	6/19/2014	KENNETH P MROSS TL. I, CONFERENCES	204.88
207186	6/19/2014	MUSICIAN'S FRIEND CHORUS, JTL, SUPPLIES	273.83
207187	6/19/2014	PETER MUTI TRANSP, CONTR DRIVER, SPEC EDUC	389.43
207188	6/19/2014	NASCO (QOUTE#45950) ART, EHS, SUPPLIES	1,485.65
207189	6/19/2014	NAZARETH MUSIC CENTER BAND, EHS, EQUIPMENT REPAIR	535.00
207190	6/19/2014	LETITIA O'MALLEY ACCT BLOCK, CERT. INSTR. CONF.	90.90

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Check no.	Check Date	Vendor name and comment	Amount
207191	6/19/2014	VICTORIA O'ROURKE TRANSP, CONTR DRIVER, SPEC EDUC	837.57
207192	6/19/2014	ORIENTAL TRADING TITLE 1 PARENT SUPPLIES	64.96
207193	6/19/2014	PENNSYLVANIA ONE CALL SYSTEM, INC. GEN.MAINT., PROPERTY SERVICES	118.80
207194	6/19/2014	PAR CODE SYMBOLOGY ITEC, GENERAL SUPPLIES	318.00
207195	6/19/2014	PEOPLES EDUCATION ENGLISH, EHS, BOOKS/PERIODICALS	755.58
207196	6/19/2014	PETTY CASH HS SOUTH EHS, OTHER ADMIN SERV. GRADUATE	27.92
207197	6/19/2014	PETTY CASH SUPERINTENDENT BOARD SERVICE, SUPPLIES	6.80
207198	6/19/2014	PHILIP ROSENAU CO., INC. SMI, CUST., SUPPLIES	219.19
207199	6/19/2014	PICKEREL INN DRIVER ED., EHN, GASOLINE	51.00
207200	6/19/2014	PITSCO EDUCATION TECH. ED., EHS, SUPPLIES	476.70
207201	6/19/2014	POCONO ALLIANCE KTO GRANT, CONTRACT SERVICES	3,866.20
207202	6/19/2014	AMY POLMOUNTER SCHOOL BASED BEHAVIORAL-CONF	472.26
207203	6/19/2014	PP&L EHS, CUST., ELECTRIC	61.26
207204	6/19/2014	PRAXAIR DIST MID-ATLANTIC TRANSPORTATION, GEN. SUPPLIES	56.45
207205	6/19/2014	BARBARA PREVOST TRANSP, CONTR DRIVER, SPEC EDUC	902.82
207206	6/19/2014	PROSSER LABORATORIES, INC. SEWER PLANT, OPERATION SERVICE	4,961.36
207207	6/19/2014	QUAKERTOWN COMMUNITY SCHOOL DISTRICT 3RD, PART, ALT/SPEC ED. SEC. TUIT.	1,386.00
207208	6/19/2014	RESERVE ACCOUNT EHS, PRIN., POSTAGE/TELEPHONE	2,000.00
207209	6/19/2014	ALL AMERICAN/RIDDELL, INC. FOOTBALL, EHN, PROPERTY SERVICE	15,629.56
207210	6/19/2014	ROHRER BUS SERVICE TRANSPORTATION, REPAIRS & PARTS	242.25
207211	6/19/2014	LINDA ROWE TRANSPORTATION, PARENT TRANSPOR	754.88
207212	6/19/2014	JULIE L RUBINO TL.1, GRANTS DIRECTOR, MILEAGE	170.24
207213	6/19/2014	SARGENT WELCH ACCOUNTABILITY BLOCK, BOOKS/PER	924.72
207214	6/19/2014	CATHERINE M SCHOENHERR SMI, INSTR, IN-DISTRICT MILEAGE	21.56

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207215	6/19/2014	SCHOLASTIC INC. TL 1, PARENT BOOKS	218.00
207216	6/19/2014	SCHOOL DISTRICT OF PITTSBURGH OOD TUITION PAYABLE	3,503.14
207217	6/19/2014	KEITH & HELEN SCHWARTZ REFUND OF PY YR-SENIOR REBATE	1,100.00
207218	6/19/2014	SERVPRO PF EASTON, BETHLEHEM & WHITEHALL MAINT., JTL, PROPERTY SERVICE	43,663.73
207219	6/19/2014	ARTHUR A. SHICK REFUND OF PY YR-SENIOR REBATE	1,000.04
207220	6/19/2014	DOUGLAS L. SISKA TRANSPORTATION, CONT. DRIVER	975.45
207221	6/19/2014	DUSTIN SISKA TRANSP, CONTR DRIVER, SPEC EDUC	968.70
207222	6/19/2014	A.J. SMITH ELECTRIC MOTOR SERVICE GEN.MAINT., EHN, SUPPLIES	684.60
207223	6/19/2014	FRANCIS SMITH & SONS, INC. TRANSPORTATION, REPAIRS & PARTS	865.00
207224	6/19/2014	ANN SOWERS LIFE SKILLS, TUITION	1,326.00
207225	6/19/2014	SUSAN STEAKIN ESE, INST., TUITION REIMBURSE.	300.00
207226	6/19/2014	MICHEAL STORM SR REFUND OF PY YR-SENIOR REBATE	233.40
207227	6/19/2014	SUBURBAN EMS, INC. FOOTBALL, EHS, CONTRACT SERVICE	1,113.75
207228	6/19/2014	SUSQ-CYBER CHARTER SCHOOL CHARTER/CYBER SCHOOLS- REG.ED.	1,739.09
207229	6/19/2014	TALLEY PETROLEUM TRANSPORTATION, NORTH, DIESEL	24,088.50
207230	6/19/2014	JOYCELYN THOMAS TRANSPORTATION, PARENT TRANSPOR	595.84
207231	6/19/2014	TRANE U.S. INC. MAINT., EHS, PROPERTY SERVICE	916.01
207232	6/19/2014	US FOODS F&CS, EHS, SUPPLIES	218.78
207233	6/19/2014	ALEXIS VAGNI MATH, EHN, TUITION REIMBURSEMENT	2,466.00
207234	6/19/2014	ROSEANN E. VANWHY TAX COLLECTION, GEN. SUPPLIES	167.70
207235	6/19/2014	VERIZON WIRELESS ITEC. TRANS./TELECOMMUNICATION	1,495.24
207236	6/19/2014	VERNIER SOFTWARE SCIENCE, EHS, SUPPLIES	453.20
207237	6/19/2014	WEIS MARKET, INC. F&CS, EHS, SUPPLIES	740.55
207238	6/19/2014	CORINNE WESELOH TL III, SUPPLIES	32.82

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Check no.	Date	Vendor name and comment	Amount
207239	6/19/2014	MONIQUE WOLLYUNG REFUND OF PY YR-SENIOR REBATE	1,100.00
207240	6/19/2014	YOUTH ADVOCATE PROGRAMS, INC. SPEC.ED., CONTRACT SERVICE	13,968.20
207241	6/19/2014	EAST STROUDSBURG School Service Personnel Dues	8,616.30
207242	6/19/2014	CHAPTER 13 TRUSTEE Miscellaneous Deductions	287.00
207243	6/19/2014	ED FOUNDATION OF ES/GENERAL FUND EDUC. FOUNDATION DEDUCTIONS	25.00
207244	6/19/2014	ED FOUNDATION OF ES/SCHOLARSHIP FUND EDUC. FOUNDATION DEDUCTIONS	13.00
207245	6/19/2014	E.S.E.A. ESEA Dues	324.38
207246	6/19/2014	FLORIDA STATE DISBURSEMENT UNIT Miscellaneous Deductions	312.03
207247	6/19/2014	HAB-DLT (ER) Miscellaneous Deductions	272.16
207248	6/19/2014	NYSCSPC (NEW YORK STATE CHILD SUPPORT Miscellaneous Deductions	402.81
207249	6/19/2014	PENNSYLVANIA HIGHER EDUCATION AGENCY Miscellaneous Deductions	983.93
207250	6/19/2014	SOCIAL SECURITY ADMINISTRATION Miscellaneous Deductions	185.13
207251	6/19/2014	U.S. DEPARTMENT OF EDUCATION Miscellaneous Deductions	267.49
207252	6/19/2014	UNITED STATES TREASURY Miscellaneous Deductions	25.00
207253	6/26/2014	ACHIEVEMENT HOUSE CYBER CHARTER SCHOOL CHARTER/CYBER SCHOOLS- REG.ED.	3,478.16
207254	6/26/2014	JENNIFER AGOLINO BES, INST., IN-DISTRICT MILEAGE	7.34
207255	6/26/2014	AGORA CYBER CHARTER SCHOOL CHARTER/CYBER SCHOOLS- REG.ED.	70,786.05
207256	6/26/2014	GE MONEY BANK/AMAZON COMP ED PAYABLE #131278	1,476.71
207257	6/26/2014	JOANNE AMBROSE LIS, INSTR., MILEAGE	10.08
207258	6/26/2014	MARY F. ANTHONY REFUND OF PY YR-SENIOR REBATE	1,425.00
207259	6/26/2014	ASPEN PEST SERVICES, LLC EHN, CUST., EXTERMINATION SERV.	580.50
207260	6/26/2014	AWARD COMPANY OF AMERICA SUPT., GEN. SUPPLIES	455.95
207261	6/26/2014	B & H PHOTO-VIDEO ART, EHN, SUPPLIES	1,038.85
207262	6/26/2014	BANKS' VACUUM SALES AND SERVICE EHS, CUST., SUPPLIES	1,851.13

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Check no.	Check Date	Vendor name and comment	Amount
207263	6/26/2014	JAMES H. BASS CUSTODIAL SVCS, MILEAGE	8.40
207264	6/26/2014	CYNTHIA BENNING VIRTUAL LEARNING NET, TECH. SUPPL	60.00
207265	6/26/2014	JOSEPH W. BERSON REFUND OF PY YR-SENIOR REBATE	650.00
207266	6/26/2014	BIG BUG MUSIC MUSIC, INSTR, LIS, 6TH, PROP. SVC.	500.00
207267	6/26/2014	BOLLINGER LAW FIRM, LLC LEGAL SVCS., NON-RETAINER	3,667.50
207268	6/26/2014	BOROUGH OF EAST STROUDSBURG EHS, CUST., WATER/SEWER	5,262.09
207269	6/26/2014	LINDA J. BRANIGAN EHN, PRIN., IN-DISTRICT MILEAGE	16.80
207270	6/26/2014	NANCY S. BROWN REFUND OF PY YR-SENIOR REBATE	1,100.00
207271	6/26/2014	BUCKS COUNTY INTERMEDIATE UNIT 3RD. PART. ALT. ED. REG. SEC. TUITIO	983.64
207272	6/26/2014	BUS PARTS WAREHOUSE TRANSPORTATION, REPAIRS & PARTS	114.43
207273	6/26/2014	BUSHKILL EMERGENCY CORPS FOOTBALL, EHN, CONTRACT SERVICE	3,800.00
207274	6/26/2014	JAMES & DOLORES BUTZ REFUND OF PY YR-SENIOR REBATE	540.00
207275	6/26/2014	Charlotte M. Cali EHN, PRIN., IN-DISTRICT MILEAGE	10.08
207276	6/26/2014	MARYANN CAPRIOLI BUSINESS OFFICE, IN-DISTR. MILES	26.59
207277	6/26/2014	ALBERT & MARITZA CARDONA REFUND OF PY YR-SENIOR REBATE	650.00
207278	6/26/2014	KAREN CARERI LIS, INSTR., MILEAGE	10.08
207279	6/26/2014	THERESA CAVANAUGH LIS, INSTR., MILEAGE	10.08
207280	6/26/2014	CARLEY CHAMBERLIN GUIDANCE, RES, MILEAGE	14.67
207281	6/26/2014	AKIM CLARK VIRTUAL ACADEMY, TECH SUPPLY	30.00
207282	6/26/2014	COLONIAL INTERMEDIATE UNIT 20 COL. IU20/ALT. ED/SPEC. ED. SEC.	3,589.77
207283	6/26/2014	COMPASS LEARNING Prepayments	45,950.00
207284	6/26/2014	DONALD & MILDRED CONNELLY REFUND OF PY YR-SENIOR REBATE	540.00
207285	6/26/2014	CONSTELLATION NEWENERGY, INC. SMI, CUST., ELECTRIC	7,775.00
207286	6/26/2014	JOSEPHINE COUNTERMAN REFUND OF PY YR-SENIOR REBATE	1,100.00

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Bank: 11 PNC Bank (Concentration)

Check no.	Check Date	Vendor name and comment	Amount
207287	6/26/2014	THOMAS S. COUNTERMAN VIRTUAL LEARNING NET, TECH.SUPPL	60.00
207288	6/26/2014	LISA CRUZ EHN, PRIN., IN-DISTRICT MILEAGE	10.08
207289	6/26/2014	TINA CRYSTALOSKI VIRTUAL ACADEMY, TECH SUPPLY	60.00
207290	6/26/2014	DAWN S. DAILEY EHS, PRIN., IN-DISTRICT MILEAGE	34.96
207291	6/26/2014	TERESA DALIA EHN, PRIN., IN-DISTRICT MILEAGE	10.08
207292	6/26/2014	BILL DEIHL'S TIRE STORE GEN.MAINT., PROPERTY SERVICES	13.90
207293	6/26/2014	DEMCO INC LIBRARY, RES, SUPPLIES	215.87
207294	6/26/2014	MELISSA L. DIETTERICH VIRTUAL LEARNING NET, TECH.SUPPL	60.00
207295	6/26/2014	DONGAN ASSOCIATES, LLC SCIENCE, EHN, MAINT.EQUIPMENT	2,960.85
207296	6/26/2014	SIOBHAN DONEGAN LIS, INSTR., MILEAGE	10.08
207297	6/26/2014	LILLIE DOUSE EHN, PRIN., IN-DISTRICT MILEAGE	20.16
207298	6/26/2014	IRENE DUGGINS KTO GRANT, CONFERENCE	392.25
207299	6/26/2014	BARBARA DUNNING VIRTUAL ACADEMY, TECH SUPPLY	60.00
207300	6/26/2014	ELVIRA DUVAL EHN, PRIN., IN-DISTRICT MILEAGE	10.08
207301	6/26/2014	SUSAN EDEN GIFTED, ELEM, MILEAGE	49.67
207302	6/26/2014	EDMENTUM Prepayments	78,504.25
207303	6/26/2014	HERMAN & HARRIET EITZENBERGER REFUND OF PY YR-SENIOR REBATE	540.00
207304	6/26/2014	EMBROIDERY EXPRESS GEN.ATHL., LIS, SUPPLIES	108.00
207305	6/26/2014	EAST STROUDSBURG AREA SCHOOL DISTRICT DUE TO SPECIAL ACTIVITY FUND	255.94
207306	6/26/2014	FACULTY COKE FUND PEPSI Commissions Payable	51.66
207307	6/26/2014	FEDEX SPEC.ED.SUPV, ELEM, POSTAGE/TELE	18.72
207308	6/26/2014	TAMMY FISH VIRTUAL ACADEMY, TECH SUPPLY	60.00
207309	6/26/2014	FOLLET SCHOOL SOLUTIONS, INC. LIBRARY, EHS, BOOKS/PERIODICALS	1,818.89
207310	6/26/2014	FOLLETT LIBRARY RESOURCES LIBRARY, BES, BOOKS/PERIODICALS	287.04

Bank: 11 PNC Bank (Concentration)

Check no.	Check Date	Vendor name and comment	Amount
207311	6/26/2014	CHARLIE FRANTZ SECURITY, EHN, NON-CAP EQUIPMENT	3,700.00
207312	6/26/2014	GERALDINE F. FREEMAN REFUND OF PY YR-SENIOR REBATE	540.00
207313	6/26/2014	FRIEDMAN ELECTRIC SUPPLY CO. INC. ITEC, GENERAL SUPPLIES	1,542.72
207314	6/26/2014	FRIEDMAN ELECTRIC SUPPLY CO. INC. EHS, CUST., SUPPLIES	2,913.46
207315	6/26/2014	FRIEDMAN ELECTRIC SUPPLY CO. INC. SMI, CUST., SUPPLIES	19.23
207316	6/26/2014	G & K SERVICES GEN.MAINT., UNIFORM RENTAL	635.20
207317	6/26/2014	GALLS SECURITY, EHS, SUPPLIES	53.68
207318	6/26/2014	GE CAPITAL Prepayments	953,454.84
207319	6/26/2014	CAROL GEIGES BES, INST., IN-DISTRICT MILEAGE	7.34
207320	6/26/2014	TONYA M. GOSHOW VIRTUAL ACADEMY, TECH SUPPLY	60.00
207321	6/26/2014	TAMMY GRACEFFA VIRTUAL ACADEMY, TECH SUPPLY	60.00
207322	6/26/2014	HAJOCA CORPORATION GEN.MAINT., SUPPLIES	23.92
207323	6/26/2014	BOBBI L. HALTERMAN VIRTUAL ACADEMY, TECH SUPPLY	60.00
207324	6/26/2014	DONNA HALTERMAN VIRTUAL ACADEMY, TECH SUPPLY	60.00
207325	6/26/2014	DEBORAH HARRIS ACCT BLOCK, STAFF DEV CONT SERV	750.00
207326	6/26/2014	THOMAS E HENDEL TRANSPORTATION, IN-DIST.MILEAGE	197.34
207327	6/26/2014	HEWLETT PACKARD-REMIT Prepayments	50,630.03
207328	6/26/2014	HIGHLIGHTS TITLE 1, PARENT SUPPLIES BES	36.00
207329	6/26/2014	HILLTOP SALES & SERVICE EHN, CUST., REPAIR/MAINT.EQUIP.	2,375.72
207330	6/26/2014	LYNDA HOPKINS SPEC.ED.SUPV., SEC., MILEAGE	409.81
207331	6/26/2014	HEWLETT-PACKARD FINANCIAL SERVICES CO. Prepayments	133,403.08
207332	6/26/2014	EDWARD A. HUDAK MUSIC, VOCAL, EHS, PROPERTY SVC	85.00
207333	6/26/2014	DEBORAH HUTZEL EHN, PRIN., IN-DISTRICT MILEAGE	10.08
207334	6/26/2014	INTEGRAONE ITEC, ED.TECH SUPPLIES/SOFTWARE	3,403.00

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Check no.	Check Date	Vendor name and comment	Amount
207335	6/26/2014	INTEGRAONE Prepayments	146,815.69
207336	6/26/2014	IPS TRANSPORTATION,TECH SUPPLIES	158.98
207337	6/26/2014	AMARY LORD JOHN VIRTUAL ACADEMY,TECH SUPPLY	60.00
207338	6/26/2014	BEVERLY JOHNSON EHN,PRIN.,IN-DISTRICT MILEAGE	10.08
207339	6/26/2014	Mary Ellen Keller LIS,INSTR.,MILEAGE	10.08
207340	6/26/2014	RICHARD & NOREEN KERR REFUND OF PY YR-SENIOR REBATE	650.00
207341	6/26/2014	KRONOS Prepayments	8,077.83
207342	6/26/2014	J.T.LAMBERT TEACHER'S FUND Accounts Payable-Donations	171.97
207343	6/26/2014	LANCASTER-LEBANON I.U.#13 Prepayments	90,039.48
207344	6/26/2014	BROOKE K LANGAN ITEC,IN-DISTRICT MILEAGE	52.08
207345	6/26/2014	LAW SOUND & LIGHTING INC EHN,PRIN.,GRADUATION	1,500.00
207346	6/26/2014	LEHMAN INTERMEDIATE TEACHERS' FUND PEPSI Commissions Payable	194.30
207347	6/26/2014	PAULINE LEONE LIS,INSTR.,MILEAGE	10.08
207348	6/26/2014	LEVIN LEGAL GROUP LEGAL SVCS.,SPECIAL EDUCATION	1,639.60
207349	6/26/2014	LJC DISTRIBUTORS OF FULLER BRUSH EHS,CUST.,SUPPLIES	3,425.30
207350	6/26/2014	FRANK MANHART or REFUND OF PY YR-SENIOR REBATE	1,100.00
207351	6/26/2014	JOSEPH P. MARTIN ITEC,IN-DISTRICT MILEAGE	35.06
207352	6/26/2014	LINSAY BROOKE McCABE VIRTUAL LEANING NET,TECH.SUPPL	60.00
207353	6/26/2014	ROBERT MCERLANE REFUND OF PY YR-SENIOR REBATE	540.00
207354	6/26/2014	MEIER SUPPLY CO., INC. GEN.MAINT.,SUPPLIES	64.34
207355	6/26/2014	GODFREY MELVILLE & JATHLEEN DECHELLIS REFUND OF PY YR-SENIOR REBATE	540.00
207356	6/26/2014	MET-ED RES,CUST.,ELECTRIC	1,297.85
207357	6/26/2014	RONALD & KAREN MILLER REFUND OF PY YR-SENIOR REBATE	1,100.00
207358	6/26/2014	MODERN GAS SALES, INC. EHN,CUST.,BOTTLED PROPANE	40.00

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Check no.	Check Date	Vendor name and comment	Amount
207359	6/26/2014	MONROE FAMILY PRACTICE TRANSPORTATION, PROF. CONT. SERV	650.00
207360	6/26/2014	MOVIE LICENSING USA Prepayments	3,759.00
207361	6/26/2014	MR. JOHN, INC. GEN. ATHL., EHN, PROPERTY SERVICE	854.85
207362	6/26/2014	NAZARETH MUSIC CENTER MUSIC, INSTR, JTL, PROP. SERVICE	2,100.00
207363	6/26/2014	NETWRIX Prepayments	3,099.69
207364	6/26/2014	RHONDA NICHOLLS MEDICAL, EHS, IN-DISTR. MILEAGE	115.08
207365	6/26/2014	FAITH NICOSIA GUIDANCE, EHS, MILEAGE	26.88
207366	6/26/2014	MARY NUGENT REFUND OF PY YR-SENIOR REBATE	540.00
207367	6/26/2014	OFFICE DEPOT BUSINESS OFFICE, GEN. SUPPLIES	115.41
207368	6/26/2014	OPDYKE'S SALES & SERVICE TRANSPORTATION, REPAIRS & PARTS	349.35
207369	6/26/2014	GLADYS V ORTIZ EHN, PRIN., IN-DISTRICT MILEAGE	10.08
207370	6/26/2014	OVERDRIVE LIBRARY, EHS, BOOKS/PERIODICALS	1,000.00
207371	6/26/2014	PA TREATMENT & HEALING 3RD, PART, ALT/SPEC ED. SEC. TUIT.	12,248.50
207372	6/26/2014	THE PACKAGING PLACE CURRICULUM, GENERAL SUPPLIES	72.50
207373	6/26/2014	ALFREDO PADRON REFUND OF PY YR-SENIOR REBATE	1,100.00
207374	6/26/2014	ROBERT W. PALMER REFUND OF PY YR-SENIOR REBATE	540.00
207375	6/26/2014	CHRISTINE PATERNOSTER VIRTUAL LEARNING NET, TECH. SUPPL	30.00
207376	6/26/2014	PATHWAY INNOVATIONS AND TECHNOLOGIES INC ACCOUNTABILTY-SOFTWARE LICENSE	9,824.95
207377	6/26/2014	HELEN J. PAUL REFUND OF PY YR-SENIOR REBATE	540.00
207378	6/26/2014	LISA G. PAVOLICK VIRTUAL ACADEMY, TECH SUPPLY	60.00
207379	6/26/2014	EILEEN S. PEARSON LIS, INSTR., MILEAGE	10.08
207380	6/26/2014	POCONO ENVIRONMENTAL EDUCATION CENTER COMP. ED. PAYABLE #134245	300.00
207381	6/26/2014	ANNELIES PELZER REFUND OF PY YR-SENIOR REBATE	540.00
207382	6/26/2014	PENTELEDATA ITEC. TRANS. / TELECOMMUNICATION	4,880.84

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Check no.	Check Date	Vendor name and comment	Amount
207383	6/26/2014	PERMA-BOUND BOOKS LIBRARY, RES, BOOKS/PERIODICALS	145.13
207384	6/26/2014	PETTY CASH RESICA ELEMENTARY RES, INSTR, SUPPLIES	7.57
207385	6/26/2014	MARY PIERCE TL 1, PARENT BOOKS	47.98
207386	6/26/2014	BUSINESS CARD Prepayments	414.25
207387	6/26/2014	CHERYL M POPP VIRTUAL ACADEMY, TECH SUPPLY	60.00
207388	6/26/2014	POSTMASTER RES, PRIN., POSTAGE/TELEPHONE	98.00
207389	6/26/2014	PRAXAIR DIST MID-ATLANTIC EHS, OTHER ADMIN SERV. GRADUATE	960.20
207390	6/26/2014	PRESTWICK HOUSE ENGLISH, EHS, BOOKS/PERIODICALS	612.37
207391	6/26/2014	PROSSER LABORATORIES, INC. EHS, CUST., CONTR. PROPERTY SERV.	119.00
207392	6/26/2014	LIZANDRA QUIROZ VIRTUAL ACADEMY, TECH SUPPLY	60.00
207393	6/26/2014	NANCY & SPENCER REED RES, INST, PROF CONTRACT SERVICE	300.00
207394	6/26/2014	RESERVE ACCOUNT SPEC. ED. ADMIN., POSTAGE/TEL	1,000.00
207395	6/26/2014	RESICA SUNSHINE FUND PEPSI Commissions Payable	39.00
207396	6/26/2014	NANCY RIBANDO REFUND OF PY YR-SENIOR REBATE	1,100.00
207397	6/26/2014	ALL AMERICAN/RIDDELL, INC. FOOTBALL, EHS, PROPERTY SERVICE	33,830.08
207398	6/26/2014	CHRISTOPHER ROSSI GEN. ATHL. EHN, CERT/INSTR. TRAVEL	629.06
207399	6/26/2014	MARILYN R. ROZSAY EHN, PRIN., IN-DISTRICT MILEAGE	10.08
207400	6/26/2014	GIUSEPPE SAGGIO VIRTUAL ACADEMY, TECH SUPPLY	60.00
207401	6/26/2014	DEBORAH SANDS BES, INST., IN-DISTRICT MILEAGE	7.34
207402	6/26/2014	CLASSROOM DIRECT/SCHOOL SPECIALTY INC. GUIDANCE, JTL, SUPPLIES	1,848.97
207403	6/26/2014	SCHOOLWIRES, INC. Prepayments	11,358.86
207404	6/26/2014	SCRANTON PRINTING CO. BOARD SERVICE, PRINTING/BINDING	37.00
207405	6/26/2014	MAUREEN G. SEIDEL ITEC, IN-DISTRICT MILEAGE	39.82
207406	6/26/2014	SEVEN GENERATIONS CHARTER SCHOOL CHARTER/CYBER SCHOOL-SPEC. ED.	3,839.79

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Check no.	Check Date	Vendor name and comment	Amount
207407	6/26/2014	POCONO SEW & VAC F&CS, LIS, PROPERTY SERVICE	1,371.94
207408	6/26/2014	SHIPPENSBURG UNIVERSITY FOUNDATION GEN.ATHL., EHS, SUPPLIES	45.00
207409	6/26/2014	MARK S. SILEIKIS VIRTUAL LEANING NET, TECH.SUPPL	60.00
207410	6/26/2014	A.J. SMITH ELECTRIC MOTOR SERVICE GEN.MAINT., ESE, SUPPLIES	754.60
207411	6/26/2014	SAHIARA SMITH VIRTUAL LEANING NET, TECH.SUPPL	60.00
207412	6/26/2014	SOCIAL WELFARE COMMITTEE PEPSI Commissions Payable	44.36
207413	6/26/2014	CHRISTOPHER SOLLIDAY MUSIC, VOCAL, EHS, PROPERTY SVC	120.00
207414	6/26/2014	SPORT SUPPLY GROUP, INC. GEN.ATHL., LIS, SUPPLIES	5,899.60
207415	6/26/2014	CATHERINE STRAZZERI ENGLISH, EHN, CERTIF/INSTR.TRAVE	1,293.33
207416	6/26/2014	SUNGARD PUBLIC SECTOR Prepayments	14,372.68
207417	6/26/2014	SUNSHINE CLUB PEPSI Commissions Payable	97.28
207418	6/26/2014	ROBERT W SUTJAK TRANSP., N.CERT/N.INSTR. CONF.	920.22
207419	6/26/2014	RONALD & BARBARA SWARTZ REFUND OF PY YR-SENIOR REBATE	540.00
207420	6/26/2014	TSA CONSULTING GROUP, INC. BUSINESS OFFICE, PROF.CONTR.SVC	608.00
207421	6/26/2014	BRENDA VIGORITO EHN, PRIN., IN-DISTRICT MILEAGE	10.08
207422	6/26/2014	VLN PARTNERS LLP Prepayments	16,750.00
207423	6/26/2014	VOICETHREAD Prepayments	2,500.00
207424	6/26/2014	VWR SARGENT WELCH SCIENCE, LIS, SUPPLIES	68.79
207425	6/26/2014	JESSICA WADE ADMIN.SYS., IN-DIST.MILEAGE	38.25
207426	6/26/2014	MARGARET WAGNER IST, ELEM., GENERAL SUPPLIES	24.49
207427	6/26/2014	WALMART COMMUNITY/GEMB ESE, ACTIVITIES, SUPPLIES	1,919.76
207428	6/26/2014	SHARIN WATTS LIBRARY, LIS, BOOKS/PERIODICALS	9.76
207429	6/26/2014	SHAWN WESCOTT ITEC, IN-DISTRICT MILEAGE	60.14
207430	6/26/2014	WHITMORE'S GARAGE GEN.MAINT., TECHNICAL SERVICES	450.00

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Check no.	Check Date	Vendor name and comment	Amount
207431	6/26/2014	SUSAN WOLFF BES, INST., IN-DISTRICT MILEAGE	7.34
207432	6/27/2014	GE CAPITAL Prepayments	192,096.57
207433	6/30/2014	COMPUTER DISCOUNT WAREHOUSE ITEC, GENERAL SUPPLIES	309.87
207434	6/30/2014	CREST/GOOD MFG. COMPANY GEN.MAINT., SUPPLIES	471.00
207435	6/30/2014	COMMUNICATIONS SYSTEMS, INC. MAINT., EHN, PROPERTY SERVICE	3,158.53
207436	6/30/2014	DALLAS MIDWEST EHN, PRIN., REPL.EQUIPMENT>\$2500	1,414.25
207437	6/30/2014	EPLUS TECHNOLOGY, INC. ITEC, NEW NON-CAP.TECH.INIT.<25	23,030.52
207438	6/30/2014	FERGUSON WATER WORKS GEN.MAINT., EHN, SUPPLIES	864.95
207439	6/30/2014	FOLLETT LIBRARY RESOURCES LIBRARY, EHS, BOOKS/PERIODICALS	138.03
207440	6/30/2014	DWIGHT D. FULLER REFUND OF PY YR-SENIOR REBATE	540.00
207441	6/30/2014	G & K SERVICES JTL, CUST., UNIFORM RENTAL	141.22
207442	6/30/2014	CAROLANN GALLAS LIBRARY, LIS, BOOKS/PERIODICALS	35.00
207443	6/30/2014	MARIE GIAMBRONE REFUND OF PY YR-SENIOR REBATE	650.00
207444	6/30/2014	HERFF JONES INC. EHN, PRIN., GRADUATION	1,391.26
207445	6/30/2014	HEWLETT PACKARD-REMIT Prepayments	75,463.52
207446	6/30/2014	PATRICIA A. HILBERT REFUND OF PY YR-SENIOR REBATE	1,100.00
207447	6/30/2014	HILLTOP SALES & SERVICE GEN.MAINT., PROPERTY SERVICES	2,061.89
207448	6/30/2014	DORIS HINELINE REFUND OF PY YR-SENIOR REBATE	1,425.00
207449	6/30/2014	HM CASUALTY INSURANCE COMPANY Prepayments	90,761.00
207450	6/30/2014	HEWLETT-PACKARD FINANCIAL SERVICES CO. Prepayments	93,941.29
207451	6/30/2014	INDUSTRIAL CONTROLS DISTRIBUTORS, LLC GEN.MAINT., EHN, REPL.EQUIP>2500	1,537.94
207452	6/30/2014	DORIS KINTNER REFUND OF PY YR-SENIOR REBATE	1,100.00
207453	6/30/2014	KISTLER PRINTING COMPANY JMH, PRIN., PRINTING	179.00
207454	6/30/2014	LAWSON PRODUCTS GEN.MAINT., SUPPLIES	165.49

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Check no.	Check Date	Vendor name and comment	Amount
207455	6/30/2014	JAYNE LIPS REFUND OF PY YR-SENIOR REBATE	1,425.00
207456	6/30/2014	EUGENE LOIACONO REFUND OF PY YR-SENIOR REBATE	650.00
207457	6/30/2014	ELEANOR LOVELEY REFUND OF PY YR-SENIOR REBATE	1,100.00
207458	6/30/2014	MCGRAW-HILL SCHOOL EDUCATION HOLDINGS, TITLE I, BSE, BOOKS	48,723.73
207459	6/30/2014	MET-ED EHS,CUST.,ELECTRIC	3,893.14
207460	6/30/2014	MARTINA MILENKOWIC REFUND OF PY YR-SENIOR REBATE	1,100.00
207461	6/30/2014	NEVCO INC. GEN.ATHL.,EHS,SUPPLIES	187.79
207462	6/30/2014	NORTH POCONO BUS COMPANY, INC. TRANSP,CONTRACT,SEC,FIELD TRIP	24,196.00
207463	6/30/2014	NORTH POCONO BUS COMPANY, INC. TRACK,EHS,GIRLS,CONTR.TRANSP.	4,262.00
207464	6/30/2014	NORTHEASTERN BUILDING MAINTENANCE JTL,CUST.,CONTR.PROPERTY SERV.	1,454.00
207465	6/30/2014	VINCENT ODDO REFUND OF PY YR-SENIOR REBATE	540.00
207466	6/30/2014	EARL R PALMER JR. REFUND OF PY YR-SENIOR REBATE	1,100.00
207467	6/30/2014	CONSTANCE B. PENTZ REFUND OF PY YR-SENIOR REBATE	540.00
207468	6/30/2014	PROSSER LABORATORIES, INC. SEWER PLANT,OPERATION SERVICE	11,104.14
207469	6/30/2014	REGINA FARMS GEN.MAINT.,SMI,SUPPLIES	16.07
207470	6/30/2014	ROSE A. RENNA REFUND OF PY YR-SENIOR REBATE	1,425.00
207471	6/30/2014	ROSEMARY ROMANO REFUND OF PY YR-SENIOR REBATE	1,100.00
207472	6/30/2014	EMILY A. SERKO REFUND OF PY YR-SENIOR REBATE	540.00
207473	6/30/2014	STANLEY L. SISKA REFUND OF PY YR-SENIOR REBATE	481.32
207474	6/30/2014	ZOFIA SLEJKA REFUND OF PY YR-SENIOR REBATE	1,425.00
207475	6/30/2014	MAHMOUD SOLIMAN REFUND OF PY YR-SENIOR REBATE	540.00
207476	6/30/2014	CHRISTOPHER SOLLIDAY MUSIC,INSTR,ESE,SUPPLIES	118.00
207477	6/30/2014	LILY SPANO REFUND OF PY YR-SENIOR REBATE	540.00
207478	6/30/2014	ALYCE & JOSEPH STRAPEC REFUND OF PY YR-SENIOR REBATE	540.00

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Check no.	Check Date	Vendor name and comment	Amount
207479	6/30/2014	SUN LITHO-PRINT, INC. EHN, PRIN., PRINTING	2,340.00
207480	6/30/2014	TALLEY PETROLEUM TRANSPORTATION, SOUTH, DIESEL	36,142.39
207481	6/30/2014	TRANE U.S. INC. MAINT., JMH PROPERTY SERVICE	415.00
207482	6/30/2014	WE CARE PEPSI Commissions Payable	67.75
207483	6/30/2014	A.W. ZACHARIAS GEN.MAINT., RES, CONTRACT SVCS	504.75
			3,346,117.01

End of Report - 10.22.51

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**EAST STROUDSBURG AREA SCHOOL DISTRICT
CAPITAL PROJECTS - BOND FUND - 2013-2014**

Jun-14

DATE	PNC CONST	TOTAL
<i>*InterestRates</i>	<i>.00% APYE</i>	
Beg Bal	\$ 8,712.44	\$ 8,712.44
ADJ TO BEG BAL		\$ -
Deposit		\$ -
Transfers		\$ -
Transfers in Transit		\$ -
Interest		\$ -
Expense		\$ -
End Bal	\$ 8,712.44	\$ 8,712.44

**APYE Annual Percentage Yield Earned*
MDY Monthly Distribution Yield

**EAST STROUDSBURG AREA SCHOOL DISTRICT
STATEMENT OF CASH / CAPITAL RESERVE FUND
2013-2014**

	<u>June 30, 2014</u>		<u>July 1, 2013 June 30, 2014</u>		<u>Prior Year July 1, 2012 to June 30, 2013</u>	
Beginning Balance:		\$ 11,615,233.81		\$ 3,089,167.25		\$ 3,943,239.57
Adjustment to Beginning Balance						
Deposit:						
	\$ -		\$ 10,000,004.53		\$ 9,521.06	
Recoverable Bus Purchase:						
Reimbursement to/from G.F			\$ -		0.00	
Reimbursement to/from PLGIT						
Transfer from PLGIT General Fund	\$ 1,214,998.50		\$ 1,214,998.50		0.00	
Wolflington Bus Buy Back		1,214,998.50		11,215,003.03	0.00	9,521.06
Interest:						
PLGIT .01% *MDY	\$ 103.55	103.55	943.71	943.71	987.97	987.97
TOTAL RECEIPTS		<u>1,215,102.05</u>		<u>11,215,946.74</u>		<u>10,509.03</u>
TOTAL RESOURCES		<u>\$ 12,830,335.86</u>		<u>\$ 14,305,113.99</u>		<u>\$ 3,953,748.60</u>
Disbursements:						
Prior Months' Voids/Adjustments	\$ (27,250.00)		\$ (27,250.00)		(3,108.28)	
Due to Cafeteria			205,058.13		16,686.61	
Due to General Fund			-		7,207.01	
Due to PLGIT			-		0.00	
Construction Projects			39,099.82		0.00	
Land Acquisition Costs			-		0.00	
Architect/Engineer-JTL	3,600.00		195,877.00		15,594.00	
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	
District Security			-		7,916.90	
District Software			-		0.00	
District Tech Equipment			-		0.00	
District Maintenance Supplies			-		4,518.00	
District-Capital Equipment			431,736.50			
Capital Equipment-RES			33,084.00		4,518.00	
Capital Equipment-HSN			3,900.00		4,518.00	
Cust Supplies - Bushkill			-		690.00	
Land Imp. - JMH			-		0.00	
Maint. - BES			-		0.00	
Maint. - RES			9,801.00		31,041.46	
Maint. - JMH			-		0.00	
Maint. - MSE			-		0.00	
Maint. - SME			-		0.00	
Maint. - HSN			29,750.00		40,412.00	
Maint. - HSS			-		0.00	
Maint. - JTL			-		0.00	
Maint. - LEH			-		0.00	
Stadium Imp. - HSN	18,513.91		20,176.60		0.00	
Bldg Imp. - BSE			-		0.00	
Bldg Imp. - HSN			6,581.37		0.00	
Bldg Imp. - HSS			138,740.19		0.00	
Bldg Imp. - JMH			22,593.87		216,153.52	
Bldg Imp. - JTL			-		0.00	
Bldg Imp. - LIS			-		0.00	
Bldg Imp. - ESE			-		0.00	
Bldg Imp. - MSE			-		0.00	
Bldg Imp. - RES			-		0.00	
Site Imp. - Trans			-		0.00	
Site Imp. - District	6,637.34		57,078.96		438,153.38	
Site Imp. - BES			-		0.00	
Site Imp. - HSN			-		0.00	
Site Imp. - HSS			5,745.36		0.00	
Site Imp. - JMH			304,306.58		89,316.75	
Site Imp. - JTL			-		0.00	
Site Imp. - SME			-		0.00	
Site Imp. - RES			-		0.00	
Site Imp. - LIS			-		0.00	
Site Imp. - ESE			-		0.00	
Site Imp. - MSE		1,501.25	-	1,476,279.38	-	864,581.35
Ending Balance		<u>\$ 12,828,834.61</u>		<u>\$ 12,828,834.61</u>		<u>\$ 3,089,167.25</u>
Cash Summary:						
PLGIT	12,828,834.61		\$ 12,828,834.61		3,089,167.25	
Ending Balance		<u>\$ 12,828,834.61</u>		<u>\$ 12,828,834.61</u>		<u>\$ 3,089,167.25</u>

*Interest Rate
MDY (Monthly Distribution Yield)

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Bank: 41 PNC BANK-ATHLETIC FUND NORTH

Check no.	Date	Vendor name and comment	Amount
9627	6/24/2014	MORAVIAN ACADEMY ATHLETICS 2013 XC ENTRY FEE, replace ck#9114	200.00
9628	6/24/2014	MORAVIAN ACADEMY ATHLETICS 2013 FH ENTRY FEE, replace ck#9109	130.00
			330.00

End of Report - 11.36.55

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Bank: 42 PNC BANK - ATHLETIC FUND SOUTH

Check no.	Date	Vendor name and comment	Amount
1653	6/24/2014	MORAVIAN ACADEMY ATHLETICS 2013 FH ENTRY FEE, replace ck#7756	130.00
1654	6/24/2014	MORAVIAN ACADEMY ATHLETICS 2013 XC ENTRY FEE, replace ck#1004	200.00
1655	6/24/2014	PETTY CASH ATHLETIC SOUTH PETTY CASH - SUPPLIES	56.44
			386.44

End of Report - 11.37.10

Bank: 21 PLGIT - Capital Reserve

Check no.	Check Date	Vendor name and comment	Amount
1252	6/05/2014	ELA GROUP INC. 13/14 EHN-STADIUM IMP.ARCH.	18,513.91
1253	6/05/2014	FRIEDMAN ELECTRIC SUPPLY CO. INC. 13/14 SITE IMPR.LT /STAIRWELL	6,637.34
1254	6/05/2014	STRUNK-ALBERT ENGINEERING 13/14-JTL.DESG.MECH/ELEC.UPGR.	3,600.00
			----- 28,751.25

End of Report - 10.23.26

**EAST STROUDSBURG AREA SCHOOL DISTRICT
STATEMENT OF CASH / GENERAL FUND (FUNDS 10 & 19)
June 30, 2014**

	<u>June 30, 2014</u>	<u>July 1, 2013 to June 30, 2014</u>	<u>Prior Year July 1, 2012 to June 30, 2013</u>
Beginning Balance:	\$ 64,819,834.74	\$ 64,382,988.17	\$ 50,744,381.53
Adjustment to Beginning Balance			
Receipts:			
Earned Income Tax	345,108.06	3,315,015.94	\$ 3,194,690.42
Occupational Privilege Tax	3,926.93	77,288.78	72,670.92
	\$ 349,034.99	3,392,304.72	3,267,361.34
Real Estate Transfer Tax:			
Monroe	\$ 48,075.62	524,888.78	\$ 2,247,791.47
Pike	8,912.75	128,610.07	114,310.07
	56,988.37	653,498.85	2,362,101.54
Delinquent Taxes			
Monroe		9,129,858.86	\$ 7,885,678.51
Pike		1,786,043.89	1,849,750.82
		10,915,902.75	9,735,429.13
Real Estate Taxes:			
East Stroudsburg		11,444,516.66	\$ 11,312,385.97
Middle Smithfield	6,408.27	33,677,111.31	32,913,133.31
Price	903.75	6,219,494.30	6,218,281.40
Smithfield		17,435,833.33	17,083,855.25
Lehman	567.99	19,874,485.36	20,136,722.47
Porter	7,880.01	1,867,872.70	1,924,178.63
		90,519,313.66	89,590,557.03
Interest:			
PNC - ATHLETICS - South 00% **APYE		3.08	\$ -
PNC - ATHLETICS - North 00% **APYE		2.94	\$ 9.80
PLGIT 01% **MDY	57.48	1,873.29	\$ 3,333.67
PLGIT/PLUS 02% **MDY	2.81	404.49	1,667.62
PLGIT/TERM 15%		2,564.38	
PLGIT I-CLASS 05%	791.84	3,276.63	1,282.77
PLGIT/CD's *Multiple Rates	6,720.80	19,892.78	25,398.57
PSDLAF 11%	3,529.71	48,802.33	55,594.76
PNC NOW 00% **APYE		6,947.31	22,005.53
PNC TAX ESCROW 05% **APYE	0.06	0.95	
	11,102.70	83,768.18	109,292.72
ACH State Transfers:			
Access	50,369.43	107,183.56	227,511.13
Basic Ed		12,149,809.19	\$ 11,352,179.79
All Ed for Disr Yth		-	-
DEP		-	-
DCED Anti Gang Initiative		-	-
Drivers Ed		-	14,000.00
Grant		-	14,988.00
Health Reimb		158,117.66	159,177.54
Homebound		-	-
Incarcerated Ed		526.27	-
Lieu of Taxes		74,853.70	73,967.41
Colonial IU20 Refund		-	-
NP Transportation	48,125.00	96,250.00	103,950.00
10/11 Pupil Transportation Shortfall I		-	6,068.99
10/11 Nonpublic Transportation Shortfall		-	649.25
NSLP Sub	277,767.86	2,215,132.83	2,306,675.46
PA Accountability Grants		504,703.00	504,703.00
Property Tax Relief		4,342,268.13	4,341,840.38
PURTA		128,411.60	137,258.98
Rental Subsidy	2,773.37	1,556,614.69	1,322,592.11
Retirement	1,643,887.00	5,221,784.74	3,683,626.86
SD Special Ed Funding		3,603,295.16	3,655,184.14
SD Transportation	423,920.36	2,314,022.88	2,567,774.88
10/11 PRRI Deduc Adjustm		17,585.95	4,471.22
Section 1305/1306	588,413.68	588,413.68	516,502.47
Social Security	295,661.49	2,492,354.73	2,426,031.15
Vocational Ed-PDE		-	-
Vocational Ed-MCTI		-	38,502.84
Ward of State		-	-
WIA Summer Youth	3,330,918.19	-	-
		35,571,327.77	33,457,655.60
Federal Revenue:			
Access		402,928.70	214,833.04
Academic Achievement		-	-
ARRA - Education Jobs		-	13,965.00
ARRA - Fiscal Stabilization-Basic Ed		-	-
ARRA -IDEA		-	1,233,895.06
ARRA -Title I Part A Grant		-	-
ARRA -Title I School Improvement		-	-
Comprehensive Literacy Grant	20,154.00	273,043.72	249,565.28
Grant		-	-
Impact Aid		507,333.00	1,265,071.00
IU 20 IDEA		475,554.74	-
IU 20 Race to the Top Grant		13,959.20	-
Pregnant & Parent		-	-
Program Improvement-Set Aside	7,200.43	81,895.60	53,530.37
Title I	87,873.27	1,205,044.45	1,211,579.94
Title II	13,189.93	174,499.41	225,859.90
Title III	1,942.67	30,965.37	19,192.00
Title V		-	-
Title VI	130,360.30	-	-
		3,165,224.19	4,487,491.59
Other Revenue:			
Athletic Events-South	75.00	67,874.75	\$ 48,204.60
Athletic Events-North		17,705.00	\$ 17,657.19
Transfer from General Fund to Athletics - South		16,322.00	\$ 30,000.00
Transfer from General Fund to Athletics - North		25,173.00	\$ 35,000.00
Refunds		3,600.00	\$ 29,165.10
Miscellaneous	4,587.35	324,831.79	\$ 72,552.48
Jury Duty Reimb	128.14	1,126.87	\$ 1,353.86
Local Grants		33,150.00	\$ 7,773.63
Bus Reimbursement-Outside ESASD		1,050.00	\$ 5,600.00
Donations		-	-
Early Intervention Amendment A		5,795.00	16,071.00
Early Intervention Amendment B		-	20,182.00
Federal Subsidy Payment for 2010A		-	29,463.00
Federal Subsidy Payment for 2011D		12,516.17	13,487.25
Parking Permits/Smoking Fines/Locker Fees/ID's	1,035.00	5,057.00	4,643.00
Cell Tower		22,023.00	18,029.77
Online Summer School		10,175.00	11,285.00
Credit Recovery Program		3,520.00	1,481.00
Use of Facilities	2,012.17	20,332.29	30,512.60
Use of Facilities Deposit		-	-
QSCB Federal Subsidy		54,241.38	29,463.00
QZAB Federal Subsidy		25,801.11	-
Restitutions	83.66	2,016.32	2,014.01
Settlement Proceeds		103,805.00	-
Shawnee Academy		-	4,474.15
Tuition	7,921.32	3,756.14	428,412.64

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**EAST STROUDSBURG AREA SCHOOL DISTRICT
STATEMENT OF CASH / GENERAL FUND (FUNDS 10 & 19)
June 30, 2014**

	June 30, 2014	July 1, 2013 to June 30, 2014	Prior Year July 1, 2012 to June 30, 2013
Credit to Expenses:			
Wage/Tuition Reimb	\$ 222.36	11,063.59	\$ 26,620.06
Cafeteria Reimb		156.00	
Misc Reimb/Refunds	2,478.83	126,581.93	80,815.22
Insurance Reimbursements		17,458.13	15,088.03
Bus Reimbursement-Inside ESASD	4,054.00	20,922.40	13,289.29
Custodian/Security Fees		-	-
Donations		-	-
Obligations	823.56	2,918.59	5,346.50
Bond/Const Fund to GF		-	877.50
Capital Reserve to GF		-	7,207.01
Concession Stand to GF		-	633.00
Special/Student Activity to GF	1,000.00	1,798.39	2,437.59
Sub Teacher Permits		270.00	275.00
PayPal to GF		-	-
MCTI	76,705.15	220,406.58	344,576.84
Bus Buy-Back (Wolflington)	2,227,490.00	2,227,490.00	2,429,410.00
Blue Cross Pymt/COBRA	20,724.49	222,865.42	195,071.78
	2,333,498.39	2,851,931.03	3,121,658.82
TOTAL RECEIPTS	\$ 6,227,704.27	147,913,143.07	146,559,960.41
TOTAL RESOURCES	\$ 71,047,539.01	212,276,131.24	197,304,341.94
Disbursements:			
Accounts Payable - Athletics (South)	386.44	86,342.60	76,458.29
Accounts Payable - Athletics (North)	330.00	47,304.38	52,796.67
Accounts Payable	5,320,129.90	62,411,942.52	56,614,270.52
Payroll	3,442,599.21	40,654,812.78	39,570,483.39
Bank Fees		35.75	
Investment Fees		6,155.24	8,442.84
Prior Months Voids/Adj - Athletics (South)	(200.00)	(450.00)	(340.00)
Prior Months Voids/Adj - Athletics (North)	(330.00)	(258.00)	(642.00)
Prior Months Voids/Adj	(9,180.02)	(45,866.54)	(218,880.16)
Accrued Interest		-	-
2004A GON Principal & Int		245,168.75	247,650.00
2006 GOB Principal & Int		-	-
2007 GON Principal & Int		3,798,772.50	3,632,366.25
2007A GOB Principal & Int		3,385,350.00	3,595,000.00
2008 GOB Principal & Int		1,617,182.50	1,617,382.50
2009 GOB Principal & Int		267,125.00	292,725.00
2009A GOB Principal & Int		1,110,275.00	978,875.00
2009 GON Principal & Int		379,337.50	379,337.50
2010 GOB Principal & Int		2,667,000.00	3,074,200.00
2010A GOB Principal & Int		1,170,768.83	961,812.50
2010A QSCB Principal & Int		30,499.33	136,649.94
2011 GOB Principal & Int		819,345.00	814,320.00
2011A GOB Principal & Int		183,755.00	185,255.00
2011D QZAB Principal & Int		55,226.24	55,853.05
2012 GOB Principal & Int		154,750.00	154,850.00
2012A GOB Principal & Int		173,650.00	170,600.00
2013 GOB Principal & Int		27,676.21	
GOB CP \$37.5M		-	-
Blue Cross Payment (EBTEP)	1,798,762.00	21,380,704.00	17,680,998.97
Due to/from Capital Projects		-	-
Due to/from Capital Reserves	1,214,998.50	11,214,998.50	-
96 VRLP \$7M Principal, Int & Annual Trust Fee	3,205.49	466,552.91	442,412.29
96 VRLP \$10M Principal, Int & Annual Trust Fee	4,084.75	705,221.50	678,576.22
T.R.A.N. & Interest		-	-
Bus Buy-Back (Wolflington)		-	1,739,850.00
Balance:	\$ 11,774,786.27	153,003,378.50	132,941,303.77
	\$ 59,272,752.74	59,272,752.74	64,363,038.17
CASH SUMMARY (FUNDS 10 & 19):			
PNC - Athletics (Fund 19) - South	\$ 5,154.31	5,154.31	\$ -
PNC - Athletics (Fund 19) - North	\$ 802.53	802.53	\$ 4,967.97
CITIZENS - Athletics (Fund 19) - South	\$ -	-	\$ 6,847.08
PNC Bank - NOW (Fund 10)	\$ 7,364,414.33	7,364,414.33	\$ 4,459,161.95
PNC Bank - Tax Escrow (Fund 10)	\$ 1,500.95	1,500.95	
PSDLAF (Fund 10)	34,865,212.33	34,865,212.33	40,816,410.00
PLGIT (Fund 10)	2,518,838.15	2,518,838.15	4,314,097.66
PLGIT/PLUS (Fund 10)	49,270.74	49,270.74	4,049,270.74
PLGIT/TERM (Fund 10)	4,000,000.00	4,000,000.00	-
PLGIT I-CLASS (Fund 10)	6,004,559.40	6,004,559.40	6,001,282.77
PLGIT/CD (Fund 10)	4,463,000.00	4,463,000.00	4,711,000.00
Balance (Funds 10 & 19):	\$ 59,272,752.74	59,272,752.74	64,363,038.17

***PLGIT CD's Interest Rates**

Avenue Bank	51%	Bank of China	50%
East Boston Savings Bank	45%	Sleearns Bank	55%
Bank Leumi USA	65%	Bank of East Asia	60%
Pan American Bank	55%	Gbc International Bank	40%
Privatebank & Trust Co.	45%	Far East National Bank	45%
Onwest Bank	56%	Bridgewater Bank	50%
Israel Discount Bank of NY	55%	Virginia Heritage Bank	40%
Valley Green Bank	60%	Seaside National Bank	44%
First Commons Bank	80%	United Texas Bank	50%
Sonabank	50%	Community Capital Bank	50%
Onb Bank & Trust Company	45%	Landmark Community Bank	50%
		Community West Bank	50%

****Interest Rates**

APYE (Annual Percentage Yield Earned)
MDY (Monthly Distribution Yield)

001 East Stroudsburg Area School District
STATEMENT OF INCOME
For the Period Ending May 31, 2014

CAFETERIA FUND

	Current Period	Year-to-Date	Account number
REVENUE FROM LOCAL SOURCES			
EARNINGS ON INVESTMENTS			
INTEREST ON INVESTMENTS	1.59	208.78	50-6510-000
TOTAL EARNINGS ON INVESTMENTS	1.59	208.78	
REVENUE FROM OPERATIONS			
SALES, LUNCH - PAID	66,732.68	539,799.73	50-6611-000
SALES, LUNCH - REDUCED	3,832.80	31,351.20	50-6612-000
SALES, BREAKFAST - PAID	7,918.65	54,233.75	50-6615-000
SALES, BREAKFAST - REDUCED	1,076.70	7,404.60	50-6616-000
SALES, OVER/UNDER	24.55	72.75-	50-6619-000
SALES, ADULT LUNCH	3,356.50	23,353.10	50-6620-000
SALES, A LA CARTE LUNCH	75,674.06	562,854.73	50-6621-000
MISCELLANEOUS-PEPSI COMMISSION	144.69	621.38	50-6622-000
MISC. WEBSITE COMMISSION	1,815.00	15,315.00	50-6625-000
SALES, IN-HOUSE-EVENTS	4,252.44	39,525.00	50-6630-000
TOTAL SALES	164,828.07	1,274,385.74	
TOTAL LOCAL REVENUE	164,829.66	1,274,594.52	
REVENUE FROM STATE SOURCES			
STATE SUBSIDY - LUNCH	13,070.40	100,704.50	50-7600-510
STATE SUBSIDY - BREAKFAST	3,812.50	26,533.60	50-7600-511
STATE SUBSIDY -SOCIAL SECURITY	6,737.50	46,910.83	50-7810-000
STATE SUBSIDY -RETIREMENT	13,470.08	99,999.92	50-7820-000
TOTAL STATE REVENUE	37,090.48	274,148.85	
REVENUE FROM FEDERAL SOURCES			
FEDERAL SUBSIDY - BREAKFAST	61,501.48	429,095.11	50-8530-553
FEDERAL SUBSIDY - LUNCH	199,383.48	1,560,065.83	50-8530-555
TOTAL FEDERAL REVENUE	260,884.96	1,989,160.94	
TOTAL CAFETERIA REVENUE	\$462,805.10	\$3,537,904.31	
EXPENSES OF OPERATIONS			
Salary, Manager	21,122.87	156,660.95	50-3100-110
SALARIES, SUMMER WORKERS	.00	11,491.00	50-3100-160
SALARIES, WORKERS	158,191.61	1,075,208.28	50-3100-170
MEDICAL INSURANCE	53,323.90	562,716.40	50-3100-210
LIFE INSURANCE	658.18	6,905.10	50-3100-213
LTD INSURANCE	194.17	1,901.24	50-3100-214
FICA OASDI	10,920.92	76,038.28	50-3100-220
FICA HI	2,553.96	17,782.77	50-3100-221
RETIREMENT	26,940.11	199,999.42	50-3100-230
WORKERS COMPENSATION	2,767.52	19,623.58	50-3100-260
PROFESSIONAL CONTRACT SERVICES	.00	850.00	50-3100-300
TRAINING-REGISTRATION FEES	.00	1,696.57	50-3100-324
CONTRACT MAINTENANCE	2,862.81	41,596.45	50-3100-400
UTILITY SERVICES, ELECTRICITY	4,851.74	47,459.57	50-3100-422
MAINTENANCE/REPAIRS	697.24	28,810.42	50-3100-430
LEASE EXPENSE	.00	792.96	50-3100-440
TELEPHONE	18.98	231.87	50-3100-530
ADVERTISING EXPENSE	.00	84.80	50-3100-540
PRINTING EXPENSE	90.00	1,370.00	50-3100-550
CONF/TRAVEL/MILEAGE	45.92	4,681.57	50-3100-580
SUPPLIES, NON-FOOD	9,477.06	64,657.72	50-3100-610
TECHNOLOGY SUPPLIES	.00	7,978.53	50-3100-618
FUEL	363.76	2,813.15	50-3100-620
Food Purchases	114,877.04	811,787.68	50-3100-631
MILK PURCHASES	34,227.33	266,761.22	50-3100-632
DEPRECIATION OF EQUIPMENT	627.99	5,479.97	50-3100-741
NON-CAPITAL NEW TECH EQUIPMENT	.00	2,485.31	50-3100-757
DUES & FEES	330.00	2,075.00	50-3100-810
PREPAY FEES	1,449.83	11,198.21	50-3100-811
TOTAL FOOD SERVICE EXPENSES	\$446,592.94	\$3,431,138.02	
NET INCOME	\$ 16,212.16	\$ 106,766.29	

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Bank: 45 PNC BANK-CAFETERIA

Check no.	Date	Vendor name and comment	Amount
104514	5/08/2014	BOB COLIN SERVICE MAINTENANCE/REPAIRS	531.64
104515	5/08/2014	CARGILL Food Purchases	632.18
104516	5/08/2014	RICH PRODUCTS CORPORATION Food Purchases	1,101.71
104517	5/08/2014	CHAPMAN REFRIGERATION LLC MAINTENANCE/REPAIRS	165.60
104518	5/08/2014	COMMERCIAL STAINLESS INC. SUPPLIES, NON-FOOD	267.00
104519	5/08/2014	ECOLAB SUPPLIES, NON-FOOD	511.86
104520	5/08/2014	DENISE A. FLYNN SUPPLIES, NON-FOOD	172.97
104521	5/08/2014	FRITO-LAY, INC. Food Purchases	4,226.25
104522	5/08/2014	HERSHEY CREAMERY COMPANY Food Purchases	1,145.86
104523	5/08/2014	JTM PROVISIONS CO. Food Purchases	737.10
104524	5/08/2014	KASA'S FOODS DIST CO INC. Food Purchases	5,656.44
104525	5/08/2014	KEYCO DISTRIBUTORS INC. Food Purchases	408.36
104526	5/08/2014	MORABITO BAKING CO. INC. Food Purchases	3,937.58
104527	5/08/2014	CHECK VOIDED	
104528	5/08/2014	PEPSI-COLA Food Purchases	8,384.05
104529	5/08/2014	POCONO MOUNTAIN DAIRIES MILK PURCHASES	34,227.33
104530	5/08/2014	POCONO PROFOODS Food Purchases	28,060.34
104531	5/08/2014	BRYDALE PRESS LLC. PRINTING EXPENSE	90.00
104532	5/08/2014	QUANTUM FOODS LLC Food Purchases	109.72
104533	5/08/2014	RC FINE FOODS Food Purchases	478.80
104534	5/08/2014	REINHART FOOD SERVICE Food Purchases	29,440.36
104535	5/08/2014	TASTY BAKING COMPANY (REMIT) Food Purchases	17.64
104536	5/08/2014	TASTY BRANDS, LLC Food Purchases	203.00
104537	5/08/2014	US FOODS Food Purchases	28,839.50
104538	5/08/2014	WEIS MARKET, INC. Food Purchases	352.44

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Check no.	Check Date	Vendor name and comment	Amount
104539	5/08/2014	XEROX CORPORATION CONTRACT MAINTENANCE	24.21
104540	5/12/2014	COMMERCIAL STAINLESS INC. SUPPLIES, NON-FOOD	140.00
104541	5/12/2014	COMMONWEALTH OF PENNSYLVANIA SALES, LUNCH - PAID	502.47
104542	5/22/2014	EAT AROUND TOWN SAFELY, LLC DUES & FEES	330.00
104543	5/22/2014	US FOODS Food Purchases	9,122.64
			----- 159,817.05

End of Report - 10.13.20

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