EAST **STROUDSBURG** AREA SCHOOL DISTRICT

SECTION:

LOCAL BOARD PROCEDURES

TITLE:

MEETINGS

ADOPTED: August 19, 2002

REVISED:

April 16 2007

November 16, 2015 August 21, 2017

006. MEETINGS

Section 1. Role and Function

The meetings of the Board are basic to the operation of the Board. All official action of the Board shall be taken only when the Board is in formal session.

Since members of the Board may not function officially as individuals, the Board meeting presents an opportunity for the school program to be discussed and appraised and for individual biases and opinions to be aired as the Board works toward consensus decisions on specific instances. In addition, the meeting provides an appropriate place for items of interest or concern to individual citizens or groups of the school community to be heard and considered.

Section 2. Parliamentary Authority

65 P.S. 701 et seq Robert's Rules of Order, Newly Revised, including group rules shall govern the Board in its deliberations in all cases in which it is not inconsistent with statute, regulations of State Board, or Board procedures.

Section 3. Quorum

SC 422

A quorum shall be five (5) Board members present at a meeting. No business shall be transacted at a meeting without a quorum, but the Board members present at such a meeting may adjourn to another time. A Board member shall be considered as being present for the purpose of determining a quorum and may participate in a public Board meeting via speakerphone or other remote means provided the following conditions are satisfied: (1) the absent member can hear the comments of those speaking at the meeting; (2) the absent member can speak to all those present at the meeting; and (3) the absent member is able to interact contemporaneously as if he or she were present in person. Such remote participation will be allowed if it has been approved by the Board President at least twelve (12) hours prior to the scheduled start of the meeting. The Board President shall, at the start of the meeting, inform all present of the Board member's remote participation.

	Section 4. Presiding Officer
SC 405, 426, 427, 428	The President shall preside at all Board meetings. In the absence, disability or disqualification of the President, the Vice-President shall act instead. If neither person is present, a Board member shall be elected President pro tempore by a plurality of those present to preside at that meeting only. The act of any person so designated shall be legal and binding.
	Section 5. Notice
65 P.S. 703, 709	Notice of all open public Board meetings, including committee meetings and discussion sessions, shall be given by publication of the date, place, and time of such meetings in the newspaper(s) of general circulation designated by the Board and the posting of such notice at the administrative offices of the Board.
65 P.S. 703, 709	a. Notice of regular meetings shall be given by publication and posting of a schedule showing the date, place and time of all regular meetings for the calendar year at least three (3) days prior to the time of the first regular meeting.
65 P.S. 703, 709	b. Notice of all special meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting, except that such notice shall be waived when a special meeting is called to deal with an actual emergency involving a clear and present danger to life or property.
65 P.S. 703, 709	c. Notice of all rescheduled meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting.
65 P.S. 703	d. Notice of all recessed or reconvened meetings shall be given by posting a notice of the place, date and time of meeting and sending copies of such notice to interested parties.
65 P.S. 709	e. Notice of all public meetings shall be given to any newspaper(s) circulating in Monroe County and a radio or television station which so requests. Notice of all public meetings shall be given to any individual who so requests and provides a stamped, addressed envelope for such notification.
	Section 6. Regular Meetings
65 P.S. 701 et seq SC 421	At the organization meeting of the Board held annually in December, the Board shall establish the dates, times and places of its regular meetings, which shall be published.

The meetings for organization and the stated meeting provided for by these rules and adjournment thereof shall be "regular meetings."

It shall be the responsibility of the Superintendent and Board President to prepare an agenda of the items of business to come before the Board at each regular meeting. The agenda, together with all such reports as can be completed, shall be provided each school director at least three (3) days before the meeting.

The order of business shall be as follows:

- 1. Opening Exercises
 - a. Call to Order
 - b. Pledge of Allegiance
 - c. Roll Call
 - d. Welcoming of Guests
- 2. Announcement of Executive Session(s)
- 3. Adoption of Agenda
- 4. Approval of Minutes
- 5. Reports
- 6. Public Participation
- 7. Old Business
- 8. New Business
 - a. Local Board Procedures
 - b. Programs
 - c. Pupils
 - d. Personnel
 - e. Finances
 - f. Property
 - g. Operations
 - h. Community
- 9. Adjournment.

Any additions or changes to the prepared agenda may be requested by a Board member or the Superintendent and must be approved by a majority vote of the Board members present.

	In a situation where an effective date or similar information is not available at the time of the Regular Board meeting and the agenda contains a blank or notation such as "to be determined", such information may be inserted into draft minutes by the Board Secretary, prior to approval of the official minutes.
	Section 7. Special Meetings
65 Pa. C.S.A. Sec. 701 et seq	Special meetings shall be public and may be called for special or general purposes and shall be public except when conducted as an executive session for purposes authorized by the Sunshine Act.
SC 426	The President may call a special meeting at any time and shall call a special meeting upon presentation of the written requests of three (3) school directors. Upon the President's failure or refusal to call a special meeting, such meeting may be called at any time by a majority of the Board members.
SC 423	No business shall be transacted at any special meeting except that named in the call sent to members for such meeting.
	Section 8. Public Participation
Pol. 903 65 P.S. 701 et seq	A member of the public present at a Board meeting may address the Board in accordance with law and Board policy and procedures.
	Section 9. Voting
	All motions shall require for adoption a majority vote of those Board members present and voting, except as provided by statute or Board procedures.
	All votes on motions and resolutions shall be by voice vote unless an oral roll call vote is requested by the President or another Board member.
	a. The following actions require the recorded affirmative votes of two-thirds of the full number of Board members:
SC 609	1. Transfer of budgeted funds.
SC 687	2. Transfer of any unencumbered balance, or portion thereof, from one appropriation to another, or from one spending agency to another.
SC 634	3. Incur a temporary debt or borrow money upon such obligation.
SC 687	4. Incur a temporary debt to meet an emergency or catastrophe.

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SC 324	5. Elect to a teaching position a person who has served as a Board member and who has resigned.
SC 707	6. Convey land or buildings to the municipality co-terminus with the school district in accordance with law.
SC 803	7. Adopt or change textbooks without the recommendation of the Superintendent.
SC 1129	8. Dismiss, after a hearing, a tenured professional employee.
Pol. 003	9. Adopt, amend, or repeal a Board procedure.
SC 508	b. The following actions require the recorded affirmative votes of a majority of the full number of Board members:
	1. Fixing the length of school term.
Pol. 108	2. Adopting textbooks recommended by the Superintendent.
SC 1071, 1076	3. Appointing the district Superintendent and Assistant Superintendent(s).
	4. Appointing teachers and principals.
Pol. 604	5. Adopting the annual budget.
Pol. 005, 606	6. Appointing tax collectors and other appointees.
Pol. 605	7. Levying and assessing taxes.
	8. Purchasing, selling, or condemning land.
	9. Locating new buildings or changing the location of old ones.
Pol. 107	10. Adopting planned instruction.
	11. Establishing additional schools or departments.
SC 621	12. Designating depositories for school funds.
	13. Expending district funds.
Pol. 610	14. Entering into contracts of any kind, including contracts for the purchase of fuel or any supplies where the amount involved exceeds \$100 (including items subject to bid requirements).

	15. Fixing salaries or compensation of officers, teachers, or other appointees of the Board.
SC 224	16. Combining or reorganizing into a larger school district.
	17. Entering into contracts with and making appropriations to the intermediate unit for the district's proportionate share of the cost of services provided or to be provided by the intermediate unit.
SC 514, 1080	18. Dismissing, after a hearing, a nontenured employee.
SC 212	19. Adopting a corporate seal for the district.
SC 702	20. Determining the location and amount of any real estate required by the school district for school purposes.
SC 708	21. Vacating and abandoning property to which the Board has title.
SC 1503	22. Determining the holidays, other than those provided by statute, to be observed by special exercises and those on which the schools shall be closed for the whole day.
Pol. 004	23. Removing a school director.
Pol. 004	24. Declaring that a vacancy exists on the Board by reason of the failure or neglect of a school director to qualify.
Pol. 005	25. Removing an officer of the Board.
Pol. 006	26. Removing an appointee of the Board.
	Section 10. Minutes
65 P.S. 706 SC 518	The Board shall cause to be made, and shall retain as a permanent record of the district, minutes of all open Board meetings. Said minutes shall be comprehensible and complete and shall show:
	a. The date, place, and time of the meeting.
	b. The names of Board members present.
	c. The presiding officer.
	d. The substance of all official actions.

	e. Actions taken.
65 P.S. 705	f. Recorded votes and a record by individual members of all roll call votes taken.
	g. The names of all citizens who appeared officially and the subject of their testimony.
	The minutes shall be permanently filed and indexed for reference purposes.
	All reports requiring Board action, resolutions, agreements, and other written documents may be made a part of the minutes by reference and, if so, shall be placed in the system as a permanent record.
	The Secretary shall provide each school director with a copy of the proposed minutes of the last meeting no later than three (3) days before the next regular meeting.
	The minutes of Board meetings shall be approved at the next succeeding meeting and signed by the Board Secretary.
	Notations and any tape or audiovisual recordings shall not be the official record of an open public Board meeting and should be destroyed once they have served their purpose.
	Section 11. Recess/Reconvene
Pol. 006 65 P.S. 703, 709	The Board may at any time recess or reconvene to a reconvened meeting at a specified date and place, upon the majority vote of those present. The reconvened meeting shall take up its business at the point in the agenda where the motion to recess was acted upon. Notice of the reconvened meeting shall be given as provided in Board policy.
	Section 12. Executive Session
65 P.S. 707, 708	The Board may hold an executive session, which is not an open meeting, before, during, at the conclusion of a public meeting, or at some other time. The presiding officer shall announce the reason for holding the executive session; the announcement can be made at the public meeting prior to or after the executive session.
	The Board may discuss the following matters in executive session:
	a. Employment issues.

- b. Labor relations.
- c. Purchase or lease of real estate.
- d. Consultation with an attorney or other professional advisor regarding potential litigation or identifiable complaints that may lead to litigation.
- e. Matters that must be conducted in private to protect a lawful privilege or confidentiality.

Official actions based on discussions held in executive session shall be taken at a public meeting.

Section 13. Work Sessions

65 P.S. 701 et seq

The Board may meet as a Committee of the Whole in a public meeting to vote on or to discuss issues. Public notice of such meetings shall be made in accordance with Board Procedures.

Section 14. Committee Meetings

Standing committee meetings may be called at any time by the committee chairperson, with proper public notice, or when requested to do so by a majority of the standing committee.

A majority of the total membership of a committee shall constitute a quorum.

Unless held as an executive session, standing committee meetings shall be open to the public, other Board members, and the Superintendent.

A majority of the committee or the chairperson may invite Board employees, consultants or other persons who have special knowledge of any area under investigation by the committee.

References:

School Code – 24 P.S. Sec. 212, 224, 324, 405, 407, 408, 421, 422, 423, 426, 427, 428, 433, 508, 514, 518, 609, 621, 634, 671, 687, 702, 707, 708, 803, 1071, 1075, 1076, 1077, 1080, 1111, 1129, 1503

Sunshine Act – 65 Pa. C.S.A. Sec. 701 et seq.

Board Policy – 003, 004, 005, 006, 107, 108, 604, 605, 606, 610, 612, 800, 801, 903

EAST STROUDSBURG AREA SCHOOL DISTRICT

SECTION:

PUPILS

TITLE:

NON-SCHOOL DISTRICT

SPONSORED EDUCATIONAL

TRIP OR TOUR

ADOPTED: REVISED:

August 19, 2002 February 23, 2004

January 26, 2009

December 21, 2015 August 21, 2017

204.2. NON-SCHOOL DISTRICT SPONSORED EDUCATIONAL TRIP OR TOUR

1. Purpose SC 1329

Student absences are generally governed under the definition and authority of the School Code. This section permits student absences to be considered excused in cases of illness, quarantine, recovery from an accident, required court attendance, death in the family, or any "other urgent reason" justifying a temporary absence.

The school district recognizes that occasionally students may have an opportunity to participate in a trip or educational experience outside of school during the regular school day. This policy establishes procedures to be followed by parents when requesting approval for such an experience and criteria to be used by the administration in acting on these requests.

A trip may be considered an educational experience if it broadens the student's understanding of social, cultural or geographic values and concepts.

2. Authority Title 22 Sec. 11.26 The Board requires that requests by parents to have their children excused from school for educational vacation trips or tours must therefore be evaluated under the authority of the law.

- 1. A school district may excuse a student from school attendance in order to participate in a non-school district sponsored educational tour or trip if the following conditions are met:
 - a. The student's parents or guardian prior to the trip submits to the school district a written request for the excusal.
 - b. The student's participation on the trip or tour has been approved by the Superintendent.
 - c. There is an adult who is directing and supervising the student during the trip or tour who is acceptable to both the parents or guardian and the Superintendent.

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2. The school district may limit the number and duration of trips or tours for which excused absences may be granted students during the school term.

3. Guidelines

When a parent/guardian wishes a student's absence for a family-based non-school district sponsored educational trip or tour to be recorded as an excused absence, a properly completed Board-approved request form must be submitted to the building principal. Approval of each request will be based on an evaluation of the following standards:

- 1. Previous attendance records.
- 2. Previous requests.
- 3. Academic performance.
- 4. Anticipated educational value of the activity.

A student may be excused from school attendance in order to participate in a non-school district sponsored educational tour or trip if the following procedure is followed:

- At least ten (10) days prior to the beginning date of the proposed tour or trip, the student's parent(s)/guardian(s) shall submit to the school principal a written request for the excusal, on the Board approved form, indicating the educational value of the trip or tour and the activities that will enhance the student's cognitive development and all other information as required by the form.
- 2. The school principal shall approve requests that meet all of the following conditions:
 - a. A non-school district sponsored educational trip or tour may not exceed more than five (5) days and may occur only once in any one (1) school year. Any days beyond the maximum of five (5) days permitted will be considered unexcused and may be deemed unlawful for students under age seventeen (17), which may require appropriate legal action.
 - b. At the time of the request, the student must have earned, for the school term, a grade of 70 or above in English, reading, mathematics, science, and social studies at the intermediate school level or in at least two (2) core courses at the high school level. At the elementary school level, the student must have earned, for the school term, a grade of "3" or above in the aforementioned subjects. Thus, for the purpose of this policy, acceptable academic performances is defined

204.2. NON-SCHOOL DISTRICT SPONSORED EDUCATIONAL TRIP OR TOUR - Pg. 3

as the grade of 70 or above or "3" or above, depending upon grade level.

- c. No approval of non-school district sponsored educational trips or tours will be granted at the following times during the school year:
 - 1) During the first five (5) days of the year or, in the case of high school students of the school district, the first five (5) days of each semester.
 - 2) During the administration of achievement tests or statewide assessment tests.
 - 3) During the secondary school examination periods at the end of the first and second semesters.
- d. One (1) request for such an absence must be completed for each student.
- 3. If approval is granted before the trip or tour is taken, the student's absence will be excused. If prior approval is not received, the absence will be classified as an unexcused and possibly unlawful absence.
- 4. The student is responsible for securing and completing all classroom assignments during the period of absence. It will be the student's responsibility to contact teachers and make up assignments missed. The student is expected to complete all schoolwork that is assigned during the approved absence. A maximum of three (3) days of assignments provided to the student before the trip or tour shall be completed and returned at the completion of the trip or tour. All other work, tests, etc., that were missed shall be completed within one (1) week of the student's return to school.
- 5. The student is responsible for returning all textbooks, technology, and/or other school supplies to the classroom teacher prior to leaving for a trip or tour that is scheduled at the end of the first semester and/or school year.

Failure to obtain approval for an educational trip or tour, as outlined in this policy, shall result in any absence being recorded as unexcused and possibly unlawful.

In the event that the parent(s)/guardian(s) disagree(s) with the decision of the school principal, an appeal may be made to the Superintendent for review. Any appeal sought prior to the beginning date of the student's requested absence will be considered. The Superintendent's decision shall be final.

EAST STROUDSBURG AREA SCHOOL DISTRICT

SECTION: PROPERTY

TITLE: USE OF FACILITIES

ADOPTED: August 19, 2002

REVISED: May 17, 2004

November 15, 2004 August 21, 2006 July 16, 2007 June 22, 2009 May 15, 2017 August 17, 2017

707. USE OF FACILITIES

1. Purpose SC 775

The Board recognizes that the primary purpose of the buildings, facilities, and property of the district is to provide students with an appropriate learning environment. The district does make available its facilities to district residents, community organizations and organizations providing a benefit to the school and community on a space available basis outside of normal school hours. This use is not intended to be permanent or ongoing for an extended time. District events shall have priority in the use of facilities and may preempt requests for use by other groups.

2. Authority SC 511 Title 22 Sec. 12.9

The Board will permit the use of school facilities when permission has been requested in writing and has been approved in accordance with this policy.

Scheduling priority shall be granted in order of classification.

SC 775

The Board shall establish annually a schedule of fees for the use of school facilities. Please refer to Attachment A.

The Board will not consider waivers of any of the requirements set forth in this policy.

3. Definitions

<u>Local Non-Profit Organization</u>—Tax-exempt organization with a business presence in Monroe/Pike County.

<u>Normal Facility Operating Hours</u>— 1st or 2nd shift custodial working hours as set by the Board of Education on the School Calendar.

4. Delegation of Responsibility

The Superintendent or designee shall implement administrative regulations or procedures for requesting and granting permission for use of school facilities and shall distribute the necessary information to individuals/groups affected by them.

An application for use of school facilities may be disapproved because of noncompliance with established policy and procedures by the Superintendent.

5. Guidelines

Application Process

- a. When requesting permission to use school district buildings, facilities or property, the applicant must submit a written request on the prescribed application form to the school principal at least thirty (30) calendar days prior to the date for which a facility is requested. (Applications for such usage may be obtained in any school office.) Completed applications must be returned to the school principal for determination of availability of the requested facility.
- b. The application must specify the portion of the school facilities requested for use; proposed event; anticipated number of individuals participating; and the date, time and duration of the proposed event. Any school equipment that is to be used in conjunction with requested facilities shall be identified on the application. The applicant must accept liability for any damage or loss to such equipment that occurs while it is in their use. Where rules so specify, no item of equipment may be used except by a qualified operator.
- c. The applicant shall agree to exercise proper care in the use of the property and facilities, to indemnify and hold harmless the school district for any and all damages to school or other property by any person or persons attending the affair and to indemnify and hold harmless the school district against liability for any and all damage to any person or persons for injuries, including death.
- d. A certificate of insurance shall be attached to the application. The minimum limits of liability are: a minimum of \$100,000 for all damages arising out of bodily injury/person/accident; and \$300,000 aggregate for all damages sustained by two (2) or more persons/accident. Applicants other than Class I applicants (defined below) must secure liability and property insurance in the amount of not less than \$500,000 Bodily Injury Liability and \$500,000 Property Damage Liability, listing the school district as an additional insured. In such event, the applicant shall furnish the building principal with a certificate showing that such insurance has been obtained. The *Certificate of Insurance* MUST list the applicant as the insured and the East Stroudsburg Area School District as a certificate holder as well as an additional insured on the policy.
- e. The school principal will forward the application to the Superintendent's Office for approval.

Application Evaluation

No application to use school facilities shall be approved if the proposed activity would result in any of the following:

- 1. Conflict with any school-sponsored activity. Any scheduled school activity, whether taking place during the school day or otherwise, shall have precedence over any other activity for the use of such facility. In the event a school activity is postponed due to inclement weather, etc., and the make-up day conflicts with a planned community or other activity, the school program would take precedence and necessitate the rescheduling of the community activity and/or other activity.
- 2. Access to school facilities that are closed due to renovations, maintenance, cleaning, the school calendar or Board action.
- 3. Access to school facilities containing equipment or furnishings which, if damaged or operated by an unqualified operator, would be detrimental to the operation of a school district program.
- 4. Prevention or encumbrance of school district personnel from preparing school facilities for their primary purpose, because of the nature or duration of the activity.

Limitations

When applicants receive written permission to use school facilities under this policy, such use shall be conditioned upon strict compliance with the following:

- 1. All events must terminate and all groups and event participants must vacate school premises at a designated time; but school premises must always be vacated by 10:30 p.m. unless otherwise authorized in advance by the Superintendent.
- 2. Facilities may not be occupied beyond rated capacity. The total number of participants and spectators in that activity must be provided on the application.
- 3. If advertising or promoting events held at school facilities, groups shall clearly communicate that the events are not sponsored by the school district. This disclaimer must be posted on all flyers and flyers must have approval of Superintendent prior to posting and/or distribution. All flyers must contain specific disclaimer language that may be obtained through the Superintendent's Office.

- 4. Accidents involving persons and/or property should be promptly reported to School Police at 570-424-7833 (24-hours).
- 5. Requests for use of stage facilities, lighting and installation of scenery shall be clearly indicated on the application. Only school district staff may operate the stage lighting and sound systems.
- 6. Requests for use of district kitchens and/or concession stands shall be clearly indicated on the application. The use of district kitchens or concession stands requires the supervision of the district's Food Service Department.
- 7. Any use of swimming pool facilities must have the approval of the Director of Athletics and Activities and the requesting group must supply documentation of one (1) certified lifeguard who will be supervising waterside during the duration of the event.
- 8. Where large audiences are anticipated, the applicant shall be responsible for proper security, parking of cars on the paved parking area and to provide the additional services needed to direct and control parking. Security and parking provisions must be approved by the Chief of School Police prior to the event taking place. The Chief of School Police shall determine whether school district security personnel are required due to the anticipated number of participants.
- 9. Responsible adult supervision in adequate numbers must be provided by the sponsoring organization. Sponsors of an activity must remain on the premises until all participants and attendees have left the facility.
- 10. The use of school facilities may not be permitted when schools are closed due to inclement weather or the closing of school due to early dismissal. The school district is not responsible for any costs incurred by the user which may result from such closure. Users are responsible to consult the district website, local TV and/or radio stations for information on mid-week school closings. Users are also responsible for contacting School Police at 570-424-7833 (24 hours) for information on weekend closures due to inclement weather.
- 11. A custodian and/or other school district personnel must be on duty at all times when a facility is in use.
- 12. After the application has been approved, the applicant may <u>not</u> assign, sublet, or transfer its rights or privileges to any other individual, group, or organization.
- 13. Individuals/Groups are responsible to remove all equipment/supplies at the conclusion of the event unless prior permission is granted by school officials.

Conduct of Patrons/Prohibited Activities

The following activities are strictly prohibited in school facilities when groups are granted written permission to use said school facilities:

- 1. Conduct that would alter, damage or be injurious to any school district property, equipment or furnishings.
- 2. Conduct that would constitute a violation of the Pennsylvania Crimes Code and/or state and federal laws and regulations.
- 3. The possession, use or distribution of illegal drugs and/or alcoholic beverages in any form.
- 4. Tobacco use by any person in school buildings or on any property that is owned, leased or controlled by the school district.
- 5. The possession or use of weapons on or near the premises of the school property.

SC 511

35 P.S. 1223.5 20 U.S.C. Sec. 7182, 7183 SC 511

Violations

The school district reserves the right to remove from school district premises any individual or community group who fails to comply with the terms and conditions of this policy and established procedures.

The district reserves the right to bill any group regardless of classification for cleanup costs at a rate of 150% of the actual cost, if facilities are not returned in the same condition as they were received by the group.

An evaluation form shall be completed by the building administrator to document any individual or community group's non-compliance with this policy and/or terms under which permission was granted to use the school facilities. Evaluation forms are to be submitted to the Superintendent's office for review.

Upon review/investigation, the Superintendent will determine whether that individual or community group forfeits the right to submit future written requests to use school district property.

Classifications

- a. $Class\ I$ -- School-Sponsored/School-Related Events
 - Events directly sponsored by the district, including but not limited to its student organizations, student clubs, athletics and/or extra-curricular activities.
 - Events directly sponsored by organizations that are officially attached to the district and whose existence is contingent upon that of the school district. To be considered a school-related organization, groups must receive formal designation from the Chief Financial Officer by submitting current operating by-laws and an annual list of officers with authority to sign the permit application.
- b. Class II -- <u>Local Non-Profit Organizations</u> During

 Normal <u>Facility Operating Hours.</u> Organizations must provide a copy of their IRS Determination Letter demonstrating 501(c)(3) status.
- Class III -- Up to 5 Uses in Any One School Year by a <u>Local Non-Profit</u>

 <u>Organization</u> Outside of <u>Normal Facility Operating Hours</u>.

 Organizations must provide a copy of their IRS

 Determination Letter demonstrating 501(c)(3) status.
- d. Class IV-- 6 or More Uses in Any One School Year by a <u>Local Non-Profit Organization</u> Outside of <u>Normal Facility Operating Hours.</u> Organizations must provide a copy of their IRS Determination Letter demonstrating 501(c)(3) status.
- e. Class V-- All Other Uses

Fee Structure

Facility rental charges shall be applied to groups in accordance with the attached schedule of fees (Attachment A). All fees due to the school district for the use of a facility are due within thirty (30) days after the activity. Any groups owing fees from a previous use, or which did not promptly remit payment for a previous use, may be denied future use of facilities.

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Personnel fees will be assessed when additional school personnel are required for any event, at the sole discretion of the school district.

District employees requesting the use of district facilities in a capacity other than their official capacity must conform to the same requirements as any of the groups as identified in this policy.

References:

School Code – 24 P.S. Sec. 511, 775, 779

State Board of Education Regulations – 22 PA Code Sec. 403.1

Department of Revenue Regulations – 61 PA Code Sec. 901.1, 901.701

Local Option Small Games of Chance Act – 10 P.S. Sec. 328.101 et seq.

School Tobacco Control – 35 P.S. Sec. 1223.5

Pro-Children Act of 2001 – 20 U.S.C. Sec. 7181 et seq.

Boy Scouts of America Equal Access Act – 20 U.S.C. Sec. 7905

Board Policy – 000

Transportation Department



▶ Home → Students → Trips → Field Trips → Reports → Options

Field Trip: 02698				
Main Notes Documents His	story			
*-Required Fields *-All trips must be requested	ed at least 20 full school day(s) in advance. (Next valid date 8/30/2017)			
Requested:	07/19/17 08:54 AM By: Bakner, Paul			
Status:	● Level 3 - Request Approved			
	Change To: [Select New Status]			
	Comments:			
		^		
		~		
* Field Trip Name:	Away Band show at Wilson HS			
* School:	E Stroudsburg HS - N / EHN			
* Department:	HSN			
* Activity:	Band			
Contact				
* Contact:	Paul M. Bakner			
* Phone:	570-588-4420 *Phone Ext: 19104			
* Email:	paul-bakner@esasd.net			
Departure	part admin Catalania			
* Depart Date:	10/21/2017 * Time: 01:00 PM			
* Return Date:	10/21/2017 * Time: 11:00 PM			
Departure:	[Select One]			
Notes:				
		^		
Destination		· · · · · · · · · · · · · · · · · · ·		
* Destination:	Wilson High School			
* Street:	2601 Grandview Blvd			
* City:	Reading			
* State:	PA * Zip: 19609			
Contact:	Ep. 2505			
Title:				
Phone:	Phone Ext:			
Fax:				
Email:				
Notes:				
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Directions				
Directions Directions:				
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Transportation Department



▶ Home ▶ Students ▶ Trips ▶ Field Trips ▶ Reports ▶ Options Field Trip: 02700 Main Notes Documents History *-Required Fields *-All trips must be requested at least 20 full school day(s) in advance. (Next valid date 8/30/2017) 07/19/17 09:06 AM By: Bakner, Paul Status: Level 3 - Request Approved Change To: [Select New Status] Comments: * Field Trip Name: Away Band Show at Hatboro Horsham HS * School: E Stroudsburg HS - N / EHN * Department: HSN * Activity: Band Contact * Contact: Paul M. Bakner * Phone: 570-588-4420 *Phone Ext: 19104 Email: paul-bakner@esasd.net Departure 11/4/2017 * Depart Date: 01:00 PM 11/4/2017 * Return Date: 11:00 PM Departure: [Select One] Notes: Destination Destination: Hatboro Horsham High School * Street: 899 Horsham Road * City: Horsham State: PA Zip: 19044 Contact: Title: Phone: Phone Ext: Fax: Email: Notes: Directions Directions:

Transportation Department



▶ Home ▶ Students ▶ Trips ▶ Field Trips ▶ Reports ▶ Options Field Trip: 02702 Main Notes Documents History *-Required Fields *-All trips must be requested at least 20 full school day(s) in advance. (Next valid date 8/30/2017) 07/19/17 09:14 AM By: Bakner, Paul Status: Level 3 - Request Approved Change To: [Select New Status] Comments * Field Trip Name: Marching Band Championships * School: E Stroudsburg HS - N / EHN * Department: **HSN** * Activity: Band Contact * Contact: Paul M. Bakner * Phone: 570-588-4420 *Phone Ext: 19104 * Email: paul-bakner@esasd.net Departure * Depart Date: 11/11/2017 05:00 AM 11/11/2017 * Return Date: * Time: 11:00 PM Departure: [Select One] Notes: Travel from North high school to Met Life Stadium in New Jersey. Perform and then leave. Stop for food. Travel to J. Birney Crum stadium in Allentown. Perform and then return to North high school. Destination * Destination: Met Life Stadium * Street: 1 Met Life Stadium Drive * City: East Rutherford * State: Zip: 07073 Contact: Title: Phone: Phone Ext: Fax: Notes: Paul Bakner will arrange for a charter bus for this trip. No school bus is needed. Directions Directions:

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COURT OF COMMON PLEAS OF MONROE COUNTY FORTY-THIRD JUDICIAL DISTRICT COMMONWEALTH OF PENNSYLVANIA

EAST STROUDSBURG AREA :

SCHOOL DISTRICT,

Petitioner : No. 8364 CV 2015

VS.

.

CHARLES M. HANNIG and JOAN L.

HANNIG,

MONROE COUNTY BOARD OF ASSESSMENT REVISION, MONROE

COUNTY, and SMITHFIELD TOWNSHIP:

Respondents :

SETTLEMENT STIPULATION

AND NOW come the parties, by and through their respective counsel, and stipulate and agree that the above-captioned tax assessment appeal shall be resolved upon the following terms and conditions, and respectfully request your Honorable Court to approve the same:

- 1. This is a tax assessment appeal concerning the property known by Tax Parcel No. 16/113922, located in Smithfield Township, Monroe County, Pennsylvania (hereinafter "the Property").
 - 2. Charles M. Hannig and Joan L. Hannig are the owners of the Property.
- 3. Smithfield Township was properly served with the Petition initiating this action, but has declined to enter an appearance or otherwise participate in this matter.
- 4. The total assessed value presently placed on the Property by the Monroe County Assessment Office is \$147,060.
 - 5. By operation of law, this matter concerns the 2016 and 2017 tax year assessments.

- 6. Based upon the risks and costs of litigation, the parties have decided it is in their best interests to settle this matter on the terms and conditions set forth in this Settlement Stipulation.
- 7. Effective January 1, 2016 for the County and Township tax years and July 1, 2016 for the School District tax year, the assessment on the Property shall be increased from its current assessment of \$147,060 to \$400,000.
- 8. Effective January 1, 2017 for the County and Township tax years and July 1, 2017 for the School District tax year, the assessment on the Property shall be increased from its current assessment of \$147,060 to \$400,000.
- 9. The Property's assessment shall remain at \$400,000 for each subsequent tax year after 2017, unless changed by lawful means.
- 10. Based upon the increased assessments established by the Settlement Stipulation, all counsel agree that additional amounts are immediately owing to the taxing authorities as follows:

East Stroudsburg Area School District

Tax Year	Old Assessment	New Assessment	Increase	Millage Rate	Amounts Owing
2016	\$147,060	\$400,000	\$252,940	177.86	\$44,987.90

Monroe County

Tax Year	Old Assessment	New Assessment	Increase	Millage Rate	Amounts Owing
2016	\$147,060	\$400,000	\$252,940	21.25	\$5,374.97
2017	\$147,060	\$400,000	\$252,940	21.25	\$5,374.97
				Total:	\$10,749.94

Smithfield Township

Tax Year	Old Assessment	New Assessment	Increase	Millage Rate	Amounts Owing
2016	\$147,060	\$400,000	\$252,940	4.0	\$1,011.76
2017	\$147,060	\$400,000	\$252,940	4.0	\$1,011.76
				Total:	\$2,023.52

Library

Tax Year	Old Assessment	New Assessment	Increase	Millage Rate	Amounts Owing
2016	\$147,060	\$400,000	\$252,940	1.1	\$278.23
2017	\$147,060	\$400,000	\$252,940	1.1	\$278.23
				Total:	\$556.46

- 11. The parties agree that Charles M. Hannig and Joan L. Hannig shall pay the underpayments as set forth above pursuant to revised tax bills, which shall include a new two (2) month two-percent (2%) discount period, issued by the respective taxing authorities.
- 12. The East Stroudsburg Area School District will cause 2017-2018 tax bill for the Property to be re-issued within sixty (60) days of the date of the court Order approving this Settlement Stipulation, which tax bills will provide for a sixty (60) day discount period from the date of those tax bills.
- 13. The undersigned counsel executing this Stipulation on behalf of the parties warrant and represent that each is duly authorized to execute this Stipulation on behalf of such party.
- 14. This Settlement Stipulation and corresponding Court Order shall be binding on the undersigned and the undersigned's clients, and any and all successors in interest.
 - 15. All parties hereto shall bear their own costs and expenses.
- 16. This Settlement Stipulation incorporates the entire understanding of the agreement between the parties.

17. This Settlement Stipulation may be signed in counterparts.

WHEREFORE, the Parties, through their undersigned counsel, respectfully request this Honorable Court enter an Order approving this Settlement Stipulation.

COURT OF COMMON PLEAS OF MONROE COUNTY FORTY-THIRD JUDICIAL DISTRICT COMMONWEALTH OF PENNSYLVANIA

EAST STROUDSBURG SCHOOL DISTRICT,	AREA :	
Petitioner	:	No. 8364 CV 2015
VS.	: : :	
CHARLES M. HANNIG HANNIG, MONROE COUNTY BO ASSESSMENT REVISIO COUNTY, and SMITHFO Respondents	: DARD OF : DN, MONROE :	
	<u>ORDER</u>	
AND NOW, this	day of	, 2017, in consideration of the
Settlement Stipulation fi	led by the parties to this	matter and attached hereto, the Settlement
Stipulation is hereby app	roved and entered as an Or	rder of the Court, and the matter is settled
ended and discontinued w	vith prejudice.	
	E	BY THE COURT:
	-	ARTHUR L. ZULICK, J.
cc: Christopher S. Bro William B. Crame Jeffrey A. Durney	er, Esq.	

IN THE COURT OF COMMON PLEAS OF MONROE COUNTY FORTY-THIRD JUDICIAL DISTRICT COMMONWEALTH OF PENNSYLVANIA

IVY RIDGE, L.P. Petitioner v. MONROE COUNTY BOARD OF ASSESSMENT APPEALS Respondent	: : : : :	No. 08703 CV 2016
	ORDE	<u>R</u>
AND NOW, this	day of	, 2017 it is hereby ORDERED and
DECREED that the terms and con	ditions of the	attached Settlement Stipulation in the above
captioned matter are accepted as terr	ms and condition	ons of this Court Order.
IT IS FURTHER ORDER	ED and DEC	REED that the Monroe County Board of
Assessment Appeals shall make th	e appropriate	reductions in assessment as agreed to in the
attached Settlement Stipulation, tha	t the taxing au	thorities take the indicated actions relating to
the reductions in assessment, and t	hat the Prothor	notary shall mark the above captioned action
"Settled, Discontinued and Ended."		
		BY THE COURT
		Ву
		J.

Attorneys for Petitioners

HIGH SWARTZ LLP

By: William F. Kerr, Jr., Esquire

Attorney ID No. 64275 40 East Airy Street Norristown, PA 19404

P: 610-275-0700; F: 610-275-5290

wkerr@highswartz.com

IN THE COURT OF COMMON PLEAS OF MONROE COUNTY FORTY-THIRD JUDICIAL DISTRICT COMMONWEALTH OF PENNSYLVANIA

IVY RIDGE, L.P.

No. 08703 CV 2016

Petitioner

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MONROE COUNTY BOARD OF ASSESSMENT APPEALS

Respondent

: Tax I.D. Nos.: 16-98607, 16-98608, 16-98609, : 16-98610, 16-98611,16-98612, 16-98613, : 16-98614, 16-98615, 16-98616, 16-98617,

: 16-98618, 16-98619, 16-98620, 16-98621, : 16-98622, 16-98623, 16-98624, 16-98625,

: 16-98626, 16-98627, 16-98628, 16-98629, : 16-98630, 16-98631, 16-98632, 16-98633, : 16-98634, 16-98635, 16-98636, 16-98637,

: 16-98638, 16-98639, 16-98640, 16-98641,

: 16-98642

SETTLEMENT STIPULATION

NOW COME the undersigned parties, by and through their respective counsel and stipulate and agree that above-captioned case shall be settled, discontinued and ended upon the following terms and conditions:

1. Petitioner, Ivy Ridge, L.P. is the owner of certain real properties comprising of a thirty-six (36) parcel rental affordable housing complex located in Smithfield Township and the East Stroudsburg School District, Monroe County, Pennsylvania (the "Parcels"). The tax identification numbers of the Parcels are: 16-98607, 16-98608, 16-98609, 16-98610, 16-

98611,16-98612, 16-98613, 16-98614, 16-98615, 16-98616, 16-98617, 16-98618, 16-98619, 16-98620, 16-98621, 16-98622, 16-98623, 16-98624, 16-98625, 16-98626, 16-98627, 16-98628, 16-98629, 16-98630, 16-98631, 16-98632, 16-98633, 16-98634, 16-98635, 16-98636, 16-98637, 16-98638, 16-98639, 16-98640, 16-98641, and 16-98642.

- 2. Taxpayer appealed the 2017 Assessments on the Parcels to the Monroe County Board of Assessment Appeals (the "Board"). At that time, the combined total assessment of the Parcels was \$357,500.
- 3. The appealed Assessment was effective as of January 1, 2017 for the County and Township and July 1, 2017 for the School District.
- 4. By a single decision of the Board dated October 21, 2016, the combined 2017 assessment of the Parcels remained at \$357,500.
- 5. Taxpayer timely appealed the determination of the Board to the Court of Common Pleas..
- 6. The participating parties in the instant proceedings are the Taxpayer, the County of Monroe, acting through the Board, and the East Stroudsburg School District.
- 7. The parties hereto, after negotiations, have entered into this Settlement Stipulation.
- 8. It is hereby agreed that the combined/total assessed value for the Parcels for Tax Year 2017 shall be reduced from \$357,500 to \$322,500.
- 9. This revised total assessment of the Parcels shall be allocated proportionately among the individual Parcels consistent with each Parcel's current assessment relative to the current combined assessment.

- 10. All tax bills for Tax Year 2017 were issued based on the \$357,500 assessment figure, and at the applicable millage of each taxing authority, i.e., the County of Monroe, the Library, Smithfield Township and the East Stroudsburg Area School District.
 - 11. 2017-18 East Stroudsburg Area School District taxes have not yet been paid.
- 12. Tax Year 2017 taxes for the County, Library, and Smithfield Township, were paid at a 2% discount as indicated at Exhibit 1 attached hereto.
- 13. As a result of the above assessment reductions, Taxpayer's 2017 taxes are affected as follows:

East Stroudsburg School District

Tax	Old	New	2017	Taxes	Taxes	Taxes	Balance
Year	Assessment	Assessment	Millage	Owed	Paid	Owed	Due
			Rate	Under Old	(2% Disc.)	Under New	
				Assessment		Assessment	
2017	\$357,500	\$322,500	177.86	\$63,584.95	N/A	\$57,359.85	N/A
Total					N/A		N/A

Smithfield Township

Tax	Old	New	Millage	Taxes	Taxes	Taxes	
	Assessment	Assessment	Rate	Owed	Paid	Owed	
Year				Under old	(2%	Under New	Refund/Credit
				Assessment	Disc.)	Assessment	Due
						(2% Disc.)	
2017	\$357,500	\$322,500	4.0	\$1,430	\$1,401.33	\$1,264	(\$137.00)
						100 20105	
Total					\$1,401.33	\$1,264	(\$137.00)

Monroe County

Tax	Old	New	Millage	Taxes	Taxes	Taxes	
	Assessment	Assessment	Rate	Owed	Paid	Owed	
Year				Under old	(2% Disc.)	Under New	Refund/
	2			Assessment		Assessment	Credit
						(2% Disc.)	Due
2017	\$357,500	\$322,500	21.25	\$7,596.88	\$7,445.21	\$6,716.06	(\$729.15)
							99
Total					\$7,445.21	\$6,716.06	(\$729.15)

Library

Tax	Old	New	Millage	Taxes	Taxes	Taxes	
	Assessment	Assessment	Rate	Owed	Paid	Owed	
Year				Under old	(2% Disc.)	Under New	Refund/
				Assessment		Assessment	Credit
						(2% Disc.)	Due
2017	\$357,500	\$322,500	1.1	\$393.25	\$385.46	\$347.66	(\$37.81)
	7						
Total					\$385.46	\$347.66	(\$37.81)
						¥	

- 14. Each taxing authority may confirm the indicated tax payments and calculations, and make corrections as necessary.
- 15. Any credits due Taxpayer as a result of the revised assessed values shall be refunded to Taxpayer within sixty (60) days from the date of the Court Order approving this Settlement Stipulation.
- 16. The East Stroudsburg School District will cause 2017-18 tax bills for the Parcels to be re-issued within thirty (30) days of the date of the court Order approving this Settlement Stipulation, which tax bills will provide a forty five (45) day discount period from the date of those tax bills.

- 17. The 2017 assessment set forth herein shall remain in place for all Tax Years following this appeal until such assessment may be changed by lawful means.
- The undersigned counsel executing this Settlement Stipulation on behalf of the 18. parties warrant and represent that each is duly authorized to execute this Settlement Stipulation on behalf of such party.
- 19. This Settlement Stipulation shall be binding on the undersigned and the undersigned's clients.
 - All parties hereto shall bear their own costs and expenses. 20.
 - 21. This Stipulation can be executed in counterparts.

HIGH SWARTZ LLP

William F. Kerr, Jr., Esquire Attorney I.D. No. 64275 40 East Airy Street Norristown, PA 19404

Attorney for Ivy Ridge, L.P.

Date: 723 / 2017

ROYLE & DURNEY

Jeffrey Durney, Esquire Atterney I.D. No. 66877 Merchants Plz. #8, PO Box 536

Tannersville, PA 18372

Solicitor for Monroe County Board of Assessment Appeals

LAW OFFICES OF THOMAS F. DIRVONAS

By: Christopher S. Brown, Esquire Attorney I.D. No. 205870 11 North Eighth Street Stroudsburg, PA 18360 Attorney for East Stroudsburg School District

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D 001356 COCMMONMEALTH OF PA
D 001356 COCNIMAL INC.

D 001369 COSN MEMBERSHIP
D 001369 DEBORAH SANDS
D 004439 DIANE LITTS
D 001676 EKON-O-PAC LLC
D 001788 GROVE CITY AREA SCHOOL DI
D 001815 HEARTLAND PAYMENT SYSTEM
C 001818 HEARTLAND PAYMENT SYSTEM
D 001812 INTEGRAONE
D 001884 IRONTON GLOBALL LLC
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10 003052 SWEETWATER SOUND, INC.
11 003052 STUDENT W. SUTJAK
12 003052 THE BANK OF NEW YORK MELL
12 003109 THE INSTRUMENTALIST
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15 003181 TRANE U.S. INC.
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16 003181 TRANE U.S. INC.
17 003218 VALIANT WUSIC SUPPLY INC.
18 003218 WALMART COMMUNITY/GEMB
19 00322 WALMART COMMUNITY/GEMB
10 00322 WALMART COMMUNITY/GEMB
10 00323 WILLIAM RIKER
10 00332 WOLFINGTON BODY COMPANY,
10 003329 WOLFINGTON BRASSWIND
10 003329 YOUTH ADVOCATE PROGRAMS,
10 003324 WOLFINGTON BRASSWIND
10 004446 JABERT JA WILSON JR
10 004472 ALBERT J WILSON JR
10 004472 ANGELIC SEGOND
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10 004474 ALEXIS A VAGNI
10 004470 ANTHONY J. & GERALDINE L.
10 004470 ANTHONY J. & GERALDINE L.
10 00445 BETSEY M HARRIS
10 00188 BILLIE J KUNKLE
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11 004471 LORIANN MATULLEVICH
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East Stroudsburg Area SD, PA AP CHECK RECONCILIATION REGISTER		FINAL TOTAL	** END OF REPORT - Generated by Sonya Burch **
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# **JULY 2017 WIRE PAYMENTS**

Payroll	2,645,919.26
Accounts Payable - Benefits	2,080,226.52
Flex Spending Accounts	4,640.18
Procurement Card	21,589.78
EBTEP - July	\$ 1,636,516.53
1996 VRLP \$7M Principal , Interest, Annual Trust Fee	1,698.76
1996 VRLP \$10M Principal , Interest, Annual Trust Fee	1,386.75

6,391,977.78

D'HUY Engineering, Inc.
One East Broad Street, Suite 310 Bethlehem, PA 18018
Phone: 610.865.3000 Fax: 610.861.0181

No. 46342 06/30/2017

# East Stroudsburg Area School District

50 Vine Street East Stroudsburg, PA 18301 Mr. Jeffrey Bader

# J. T. Lambert Intermediate School Masonry Investigation 287005

For Services Rendered From May 27, 2017 To June 23, 2017

# 01 - Field Surveys & Probes

	Contract Amount	Previously Billed	% Complete	Invoice Amount
	\$25,400.00	\$25,400.00	100.00	\$0.00
02 - Analysis & Report				
	Contract Amount	Previously Billed	% Complete	Invoice Amount
	\$18,500.00	\$18,500.00	100.00	\$0.00
03 - Natatorium at High School No	rth			
	Contract Amount	Previously Billed	% Complete	Invoice Amount
	\$5,000.00	\$5,000.00	100.00	\$0.00
04 - Design & Bidding for Masonry	Repairs			
_	Contract Amount	Previously Billed	% Complete	Invoice Amount
	\$64,000.00	\$64,000.00	100.00	\$0.00
05 - Construction Services for Mas	onry Repairs			
Contract Maximum:				\$72,000.00
Previous Billings Against Maximum:				\$0.00
Current Billings Against Maximum				\$15,555.20
Balance After This Invoice:				\$56,444.80

#### **Professional Services**

	Task	Hours	Rate	Amount
Administrative	Miscellaneous	1.25	50.00	\$62.50
Draftsman	Computer Aided Drafting	.50	70.00	\$35.00
Engineer in Training	Site Visit	13.00	85.00	\$1,105.00
Engineer in Training	Meetings - In House	.50	85.00	\$42.50
Engineer in Training	Field Survey	20.00	85.00	\$1,700.00
Engineer in Training	Drawing Review	19.50	85.00	\$1,657.50
Principal Engineer	Document Review	3.25	180.00	\$585.00

Project 287005 J. T. Lambert Intermed	liate School Masonry Investigation			Invoice 46342
Principal Engineer	Design & Sketch Concepts	2.25	180.00	\$405.00
Principal Engineer	Shop Drawing Review	.25	180.00	\$45.00
Principal Engineer	Engineering Analysis	2.00	180.00	\$360.00
Principal Engineer	Site Visit	13.25	180.00	\$2,385.00
Principal Engineer	Drawing Review	1.00	180.00	\$180.00
Principal Engineer	Submittal Review	15.75	180.00	\$2,835.00
Principal Engineer	Teleconference	2.00	180.00	\$360.00
Senior Draftsman	Computer Aided Drafting	11.50	85.00	\$977.50
Senior Project Manager	Project Administration	13.00	130.00	\$1,690.00
Total Professional Services for 05				\$14,425.00

# Reimbursables

NEEDS AND ASSESSMENT OF THE PROPERTY OF THE PR	Unit Rate	Qty	Markup	Amount
In-house photocopies	0.00	565.00	1.00	\$565.00
Mileage	0.54	697.60	1.00	\$373.20
Printing of Drawings In House	0.00	64.00	3.00	\$192.00
Total Reimbursables for 05				\$1,130.20
Total Charges for 05			NAT-MATERIAL DESCRIPTION OF THE PROPERTY OF TH	\$15,555.20

# INVOICE TOTAL \$15,555.20

Prior Billing Information						
Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
46082	4/30/2017	\$0.00	\$1,280.00	\$0.00	\$0.00	\$1,280.00
46202	5/31/2017	\$5,120.00	\$0.00	\$0.00	\$0.00	\$5,120.00
Total Prior Billing		\$5,120.00	\$1,280.00	\$0.00	\$0.00	\$6,400.00

Fage one of 2 Pages Distribitution to.	X CONTRACTOR	Contractor's knowledge, no for payment has been at all amounts have been paid by Payment weter issued and ent shown herein is now due.	By:  State of: PA  State of: PA  County ele: (Barppin Subscribed and sworn to before me this  Notary Public:  County Public:  County Public:  County Public:  ARCHITECT'S CERTIFICATE FOR PAYMENT  My Commission expires:  ARCHITECT'S CERTIFICATE FOR PAYMENT  My Commission Expires Trans R Hardson  ARCHITECT'S CERTIFICATE FOR PAYMENT  My Commission Expires Town Architect certifies to the Owner that to the best of the Architect certifies to the Owner that to the best of the Architect certifies to the Owner that to the best of the Architect companies, information and belief the Work has progressed as indicated.  AMOUNT CERTIFIED
2	7/20/17 287 <b>0</b> 05	that to the best of the red by this Application intract Documents, the evious Certificates fo and that current paym.	Jones Masonry Restoration Corporation  Refore me this CAT day of ATE FOR PAYMENT My Common and belief the Work has progressed as accordance with the Contract Documents, an amount Certified Certified ATE SAL 2-O certified differs from the amount applied in the Uniting Sheet that are changed to conform with the Contract Documents and where of Contractor under this Contract
AIA DOCUMENT G702 APPLICATION NO	PERIOD TO: PROJECT NO:	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 flave 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	State of:
AIA DOCUMENT G702 PROJECT: J T Lambert intermediate School Masonry Repairs	VIA ARCHITECT: D'Huy Engineering, Inc.	The ron the the	Stat Core Sub Note Note Stat Core Sub Note Sub N
wanten error merine service descriptions arrangement frame interestination and the contract of		with the Contract.	\$ 1,548,000,000 \$ 0,000 \$ 1,548,000,000 \$ 957,226,000 \$ 385,162,20 \$ 476,341,20 \$ 686,496,60 \$ DEDUCTIONS
APP LUCATION AND CERTIFICATION FOR PAYMENT TO: East Stroudsburg Area School District 50 Vine Street East Stroudsburg, PA 18301	RACTOR: Jones Masonry Restoration Corporation	CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet. AIA Document G703, is attached.	1. Original Contract Sum 2. Vet change by Change or Orders 3. Contract Sum 3. Contract Sum 6. Subschied and Sworth Column 6. RETAINAGE 7. LESS PREVIOUS CERTIFICATE FOR PAYMENT DUE 8. CHANGES By Change order 7. CHANGES By Change order 7. LESS PREVIOUS SERTIFICATE 8. CHANGES By Change order 8. CHANGES By Change order 7. LESS PREVIOUS CERTIFICATE 9. BALANCE TO FINISH, INCLUDING RETRIANAGE 1. TOTAL SA CHANGES By Change order 7. LESS PREVIOUS CERTIFICATE 9. BALANCE TO FINISH, INCLUDING RETRIANAGE 1. TOTAL SA CHANGES By Change order 7. LESS PREVIOUS CERTIFICATE 9. BALANCE TO FINISH, INCLUDING RETRIANAGE 1. TOTAL CHANGES By Change order 7. LESS PREVIOUS CERTIFICATE 9. BALANCE TO FINISH, INCLUDING RETRIANAGE 1. TOTAL CHANGES By Change order 7. LESS PREVIOUS CERTIFICATE 8. CHANGES By Change order 8. CHANGES By Change order 8. CHANGES By Change order 9. BALANCE TO FINISH, INCLUDING RETRIANAGE 1. TOTAL CHANGES By Change order 8. CHANGES By Change order 9. BALANCE TO FINISH Shorth May by Contraction and on the Community Sheet that a ARCHITECT 1. TOTAL Shorth May by Contraction and on the Community Sheet that a ARCHITECT 1. TOTAL Shorth May by Contraction and on the Community Sheet that a ARCHITECT 1. TOTAL Shorth May by Contraction and on the Community Sheet that a ARCHITECT 1. TOTAL Shorth May by Contraction and on the Community Sheet that a ARCHITECT 1. TOTAL Shorth May by Contraction and on the Community Sheet that a ARCHITECT 1. TOTAL Shorth May by Contraction and on the Community Sheet that a ARCHITECT 1. TOTAL Shorth May by Contraction and on the Community Sheet that a ARCHITECT 1. TOTAL Shorth May by Contraction and on the Community Sheet that a ARCHITECT SHORTH SHO
TO: EFFECTION TO: EFFECTION EFFECTION	FROM CONTRACTOR: Jones Mas CONTRACT FOR	CONTRACTOR Application is me Continuation She	2. Net change by Change O 3. Contract Sum to Date (lin 4. TOTAL COMPLETED & S DATE (COLUMN G O 5. RETAINAGE:  a. 10% of Comp (Column D + E:  b. 0 % of Sto (Column F on G TOTAL EARNED LESS R (Line 4 Less Line 5 R 7. LESS PREVIOUS CERTIF PAYMENT (Line 6 from p 8. CURRENT PAYMENT DU 9. BALANCE TO FINISH, INK (Line 3 less Line 6)  CHANGE ORDER S Total changes approved in previous months by own Total changes By Chang  NET CHANGES By Chang

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APPLICATION NO. PERIOD ENDING Architect's No.

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	VALUES	PREVIOUS	THIS PERIOD	MATERIALS	COMPLETE	COMPLETED	TO FINISH	KEIAINAGE
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Masonry Cleaning Masonry Verreer Replacement Caulking Window Head Repair Site Walls Reconstruction Steel Metal Coping Landscaping Landscaping Linter Replacement Allowance Morth High School	60,000.00 292,310.00 72,000.00 150,000.00 375,000.00 80,000.00 15,000.00 10,000.00 18,000.00	87,693.00 7,200.00 22,500.00 75,000.00 24,000.00 1,500.00 5,000.00	12,000,00 87,693,00 36,000,00 112,500,00 48,000,00 1,500,00 0.00 9,000,00		12,000,00 175,386,00 43,200,00 135,000,00 72,000,00 5,000,00 5,000,00 18,000,00	20% 60% 90% 50% 20% 100% 0	48,000.00 116,924,00 28,600.00 15,000.00 187,500.00 8,000.00 12,000.00 5,000.00 5,000.00	1,200.00 17,538.60 4,320.00 13,500.00 7,200.00 300.00 500.00 1,800.00
17 Masonry Veneer Replacement 18 Repointing 19 Caulking 20 Masonry Cleaning Sheet Metal 21 Close Out Documents 22 Demobilization	80,000.00 40,000.00 3,000.00 3,000.00 5,000.00 5,000.00		76.000.00 10,000.00 2,700.00 0.00 0.00 0.00		76,000.00 10,000.00 2,700.00 0.00 0.00 0.00	95% 25% 00% 00% 00%	4,000.00 30,000.00 3,000.00 3,000.00 3,000.00 5,000.00	7.600.00 1,000.00 0.00 270.00 0.00 0.00
	1,548,000.00	427,958.00	529,268.00		957,228.00		590,774.00	95,722.60

# Aspen Pest Control, LLC

118 Traverse Dr. Henryville, PA 18332 570-620-0300

Dear ESASD,

Per your request, please find a quote for continued pest control with Aspen Pest Control. Aspen Pest Control plans NO INCREASE in price for:

August 2017 through July 2018 & we will guarantee these prices through July of 2019

We service the following schools and offices 1 time per month (we follow PA School's IPM Laws) for the following monthly prices:

High School South - \$50

ESASD Offices - \$40

JM Hill Elementary - \$40

Smithfield Elementary - \$40

JT Lambert Int. - \$53

E.S. Elementary - \$50

Resica Elementary - \$48

Middle Smithfield - \$60

Bushkill Elementary - \$60

High School North - \$70

Lehman Intermediate - \$60

Monthly cost = \$571 per month

Yearly Cost = \$6,852 (parts and extra services are not included)

Our treatment guarantee covers the control of:

Wasp, Hornet, Yellow Jacket <u>Nests</u> ( if accessible), Ants, Carpenter Ants, Mice, Rats, Roaches, Spiders, Earwigs, Crickets, Millipedes, Ground Beetles, Food Infesting Insects, Centipedes.

There is an extra charge for parts such as: ant bait stations, glue boards, snaps traps, etc.

There is a charge for extra services - there is no damage guarantee caused by pests and wood destroying insects.

Aspen Pest Control has made the ESASD our priority and has been trusted since 2003. If you have any questions, do not hesitate to contact us. We appreciate your business and this opportunity to be of service to you.

Sincerely,

Bob Stalano Aspen Pest Control, LLC

# 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 Twentieth day of July, 2017, by and between:

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

#### AND

# Ken Brown (the "Contractor")

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

## SCHEDULE A

Description of Service to be performed (be specific):

Mr. Brown will be responsible for assisting with the color guard during the week of Band Camp for the South High School Marching Band for the Fall 2017 season. This will include writing flag work for the music, teaching the work, and assisting with the various needs of the guard to fit the style of the music and the basic abilities of the guard students, as described by the band director and guard instructor.

cation of Services:
st Stroudsburg High School South 9 North Courtland Street st Stroudsburg, PA 18301
Sective Date: July 31 – August 31, 2017
ofessional Fee:  a) Rate (Daily/Hourly/Other): \$  Time (Days/Hour/Other):  Total Cost: \$
b) Fixed Rate: \$ 250.00
c) Are expenses included? YES X NO  If no, please itemize:
dget Code: 10-3210-330-000-30-820-125-000-0000 Department: Instrumental Music
strict Initiator: Katye N. Clogg
thorization for Payment: Date:
chase Order #



East Stroudsburg Area School District
Carl T. Secor Administration Center
50 Vine Street
East Stroudsburg PA 18301

East Stroudsburg, PA 18301 Phone: (570) 424-8500 - Fax (570) 424-5646 www.esasd.net Mr. Ryan K. Moran, Assistant Superintendent for Curriculum and Instruction Grades K-12

Mr. Jeffrey S. Bader, Chief Financial Officer

# Dr. William R. Riker Superintendent

August 22, 2017

Department of Education Attn: Dana Klouser, AEDY Program Manager 333 Market Street, 5th Floor Harrisburg, PA 17126:

Assurance Statement

By submitting this application seeking approval for Alternative Education for Disruptive Youth Program(s), I represent and assure on behalf of the applicant, that I have received, read, understand and will comply with all AEDY Guidelines and Policies. I understand that I will be required to provide PDE with data in the end of year report, including information pertaining to progress on performance indicators described in the AEDY Guidelines.

I understand that any program operating an alternative education program for disruptive youth requires PDE approval prior to any placement of students. I understand that if the LEA chooses to place any student in a private provider-run program, PDE approval is required via this application process. Failure to secure required approvals may result in penalties to basic instructional subsidy and/or immediate notification to remove students from placement in the unapproved program. I understand/agree with the terms in the understanding and assurance statement listed above.

Signature of Superintendent	August 22, 2017 Date
William R. Riker, Superintendent Print Name of Superintendent/IU Executive Director	
East Stroudsburg Area School District Name of LEA	

# 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 26th day of July, 2017, by and between:

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

#### $\Lambda ND$

Concorde, Inc. (the "Contractor") of 11 Penn Center, 12th Floor 1835 Market Street, Philadelphia, Pa 19103

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

# SCHEDULE A

Description of Service to be performed (be specific):
To fulfill D.O.T. requirements for random drug testing, pre-employment, and post-accident for all CDL Personnel.
Location of Services:
Effective Date: 7/1/2017 - 6/30/2018
Professional Fee:  a) Rate (Daily/Hourly/Other): \$  Time (Days/Hour/Other):  Total Cost: \$ 4500.00 Estimated
b) Fixed Rate: \$
c) Are expenses included? YES NO If no, please itemize:
Budget Code: 10-2700-300-000-00-07 Department: Transportation
District Initiator: Balan
Authorization for Payment: Date:
Purchase Order #

**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 Fourteenth day of July, 2017, by and between:

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

#### AND

# Ian Flint (the " Contractor")

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

#### SCHEDULE A

Description of Service to be performed (be specific):

Mr. Flint will be responsible for writing the drill (coordinated movement) for the South High School Marching Band for the Fall 2017 season. This drill should fit the style of the music and the basic abilities of the band, as described by the band director. The first tune of the drill should be delivered by the first day of band camp, Monday, July 31, 2017, and all drill should be completed by Wednesday, August 9. Location of Services: East Stroudsburg High School South 279 North Courtland Street East Stroudsburg, PA 18301 Effective Date: July 14 – August 31, 2017 Professional Fee: a) Rate (Daily/Hourly/Other): \$ _____ Time (Days/Hour/Other): Total Cost: b) Fixed Rate: \$ 1750.00

Budget Code: 10-3210-330-000-30-820-125-000-0000 Department: Instrumental Music District Initiator: Katye N. Clogg

Authorization for Payment: ______ Date:

YES

x NO

Purchase Order #____

c) Are expenses included?

If no, please itemize:

**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 Twentieth day of July, 2017, by and between:

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

#### AND

# Ashley Hilton (the "Contractor")

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

# SCHEDULE A

Description of Service to be performed (be specific):
Ms. Hilton will be assisting with the woodwind section for the South High School Marching Band 2017 summer season. Her main duties will be during band camp weeks will be helping run music sectionals and marching sectionals, as well as acting as an assistant director as needs demand.
Location of Services:
East Stroudsburg High School South 279 North Courtland Street East Stroudsburg, PA 18301
Effective Date: July 20 – August 30, 2017
Professional Fee:  a) Rate (Daily/Hourly/Other): \$  Time (Days/Hour/Other):
b) Fixed Rate: \$ 650.00
c) Are expenses included? YES X NO If no, please itemize:
Budget Code: 10-3210-330-000-30-820-125-000-0000 Department: Instrumental Music
District Initiator: Katye N. Clogg
Authorization for Payment: Date:
Purchase Order #

# **INVOICE**

For: East Stroudsburg Area School District

**Purpose:** Diversity Orientation for New Faculty

Date: Wednesday, August 16, 2017

Time: 11:00 AM - 12:30 PM

**Location:** Administration Center, ESASD

Fee: \$100.00 (Presentation and materials)

Presenter/Instructor: Dr. Letitia M. Lladoc, Ph.D

Address: 194 Mountain View Drive

Stroudsburg, PA 18360

**Telephone:** (570) 421-3179

E-Mail: lettie@ptd.net

# 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, East Stroudsburg, PA 18301, (570) 424-8500.

In collaboration with Transperfect, Colonial Intermediate Unit 20 will provide remote interpreting services to students and staff at the East Stroudsburg Area School District.

The rate for this service will be \$12.00 per month, for 10 months, not to exceed \$120.00, plus a fee of \$1.15 per minute for interpreting services. This contract will be in effect from August 18, 2017 through June 30, 2018.

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, Director of Fiscal Affairs, at the Intermediate Unit Office.

Mr. Jon Wallitsch	<u> 1/18/11</u>	East Stroudsburg Area School District	Date
Director of Fiscal Affairs	Date	Superintendent	
		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.

# 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, 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, Orientation and Mobility Services, Psychological Services and Speech and Language Support for the 2017-2018 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	\$239.89/hour
Itinerant Hearing Support	\$160.30/hour
Itinerant Vision Support	\$281.95/hour
Occupational Therapy	\$121.65/hour
Orientation and Mobility Services	\$281.95/hour
Physical Therapy	\$139.84/hour
Psychological Services	\$118.23/hour
Speech and Language Support	\$119.38/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 2017-2018 school year and terminates at the end of the 2017-2018 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, Director of Fiscal Affairs, at the Intermediate Unit Office.

Quel att	7/18/17		_
Mr. Jón Wallitsch Director of Fiscal Affairs	Date '	East Stroudsburg Area School District Superintendent	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.

# 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, East Stroudsburg, PA 18301, (570) 424-8571.

East Stroudsburg Area School District is partnering with Colonial Intermediate Unit 20 in a consortium for the web-based Unique Learning System curriculum program.

The cost for said services is \$394.73 per license, for 8 licenses. This contract shall not exceed \$3,157.84 and is in effect for the 2017-2018 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, Director of Fiscal Affairs, at the Intermediate Unit Office.

Mr. Jón Wallitsch	7//8//1	East Stroudsburg Area School District	Date
Director of Fiscal Affairs	Date	Superintendent	
		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.

# 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, East Stroudsburg, PA 18301, (570) 424-8500.

Colonial Intermediate Unit 20 will provide Discovery Education Streaming Plus to East Stroudsburg Area School District.

The rate for this service will be \$0.66 per student, for 6,915 students, not to exceed \$4,563.90. This contract will be in effect from July 1, 2017 through June 30, 2018.

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, Director of Fiscal Affairs, at the Intermediate Unit Office.

Theletol	8/4/12		
Mr. Joń Wallitsch Difector of Fiscal Affairs	Date /	East Stroudsburg Area School District Superintendent	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.

**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 Twentieth day of July, 2017, by and between:

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

#### AND

# Kirby Marino (the "Contractor")

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

## SCHEDULE A

Description of Service to be performed (be specific):

Mr. Marino will be responsible for assisting with the drum line during the week of Band Camp for the South High School Marching Band for the Fall 2017 season. This will include helping the drum line warm up, teaching the show tunes, instructing drum-specific marching techniques, and assisting with the various needs of the band, as described by the band director.

Location of Services:		
East Stroudsburg High School Sou 279 North Courtland Street East Stroudsburg, PA 18301	th	
Effective Date: July 31 – August 3	1, 2017	
Professional Fee:  a) Rate (Daily/Hourly/Other):     Time (Days/Hour/Other):     Total Cost:	\$ \$	
b) Fixed Rate:	\$ 350.00	
c) Are expenses included?  If no, please itemize	YES X NO	
Budget Code: 10-3210-330-000-30	-820-125-000-0000	Department: Instrumental Music
District Initiator: Katye N. Clogg		
Authorization for Payment:		Date:
Purchase Order #		

# EAST STROUDSBURG AREA SCHOOL DISTRICT Phone: (570) 424-8500 – Fax (570) 421-4968

# Contract for In-District Services

$0 \qquad 0 \qquad (\mathcal{A}) \qquad \dots \qquad \dots$
Name of Provider: Somme S. Karoly the Loos Employee # 7834
Date(s) of Services: September 20, 2017 through May 30, 2018, up to 30 Weekly
Sessions
Title of Presentation/Service: ESL Parent Academies
Purpose of Presentation/Service: <u>Presenter – Adult ESL Literacy Outreach Workshops</u>
Total Time Required for Presentation/Service: 2.5 hours of instruction and 1 hour of prep
per session, not to exceed 105 hours.
Presentation/Service Facility: Resica Elementary
Maximum Number of Participants: <u>35</u>
Presentation/Service Rate: \$28.56 per hour
Total Estimated Cost of Proposed Presentation/Service: Not to exceed \$2,998.80
Budget Account Number to be charged: <u>10-3310-121-471-00-000-205-9197</u> (Title III
Grant)
Audio/Visual Equipment Needed: White board, projector, screen, computers
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
provider.
Signature of Initiator: Angela Byrne 8 7 17
Initiator sends to Provider to sign
Signature of Provider: VILVANIA KURLINGS 822017
Provider sends to Assistant Superintendent for Curriculum & Instruction  DATE
Approvals:
Assistant Superintendent For Curriculum & Instruction: Lyan K. Mac. 8/17
Send to the Superintendent's Office
After Board Approved Board Approval Date
Don't Approved
Superintendent:
Send back to the Initiator DATE
Upon Completion of Presentation/Service the Initiator will complete.
Comments on services
Total due providerApproved for payment
Initiator will distribute the copies:
Business Office (payroll) for payment
Human Resources – Place in Presenter's File Staff Development Secretary
Initiator
PRINTED 3/10/2016 8:04 AM

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To Superintendent's Office _ 8/10/17

# CONTRACT TO PURCHASE MEALS FROM SCHOOLS

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

Made and entered into this date of Sept5, 2017 by and between

SLHDA Head Start 300356500 Scranton, Pa East Stroudsburg School District 120452003 East Stroudsburg Pa.

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

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

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

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

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

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

If the Purchaser's children will eat meals/snacks on the Provider's premises, the children will be at the building and served at NA for Breakfast, NA for Lunch and 3:15 for Snack.

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

Meal Type	Daily Estimated Servings	X	Estimated No. Serving Days Per Year	x	Unit Price	=	Estimated Total \$\$
BREAKFAST	Na						
LUNCH	Na			L	_		9158.40
SNACK	17		180	7	.88		120.40
			GRAND TOTAL	OF CO	ONTRACT		

## **Conditions:**

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

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

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

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

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

# Additional Requirements:

NA

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

In witness hereof, this contract is signed and executed this date of Sept 5, 2017 and will end Sept 4,2018

Please sign in BLUE ink.

Signature on Behalf of:

Signature on Behalf of:

Signature on Behalf of:

SLHDA Head Start

Name of Purchaser

Signature of Provider

Signature of Authorized Representative

Ann Lynady

Head Start Director

Title

Title

Date

Signature on Behalf of:

East Stroudsburg School District

Name of Provider

Signature of Authorized Representative

Title

Date

PDE APPROVED

# NORTH



# Timberwolves

# **Denise Rogers**

Athletic Director
EAST STROUDSBURG HIGH SCHOOL SOUTH
279 North Courtland
East Stroudsburg, PA 18301

(office) 570-424-8471, x 20520 • (fax) 570-420-8387 (e-mail) denise-rogers@esasd.net

SOUTH



Cavaliers

Date: August 7, 2017

To: Stroud Township - Yetter Park

From: East Stroudsburg Area School South Athletic Office

Re: Facility Agreement for 2017 East Stroudsburg South Cross Country Team

This is a memorandum of understanding between the East Stroudsburg Area School District and Stroud Township for use of the Yetter Park for the 2017-18 School Year.

- Stroud Township will donate the use of Yetter Park to the East Stroudsburg South Cross Country
  Team for its scheduled home meet on Tuesday, October 10, 2017, from approximately 2pm –
  7pm at no cost to the district. This donation includes use of the pathways and course
  maintenance for the school district and visiting teams.
- Stroud Township also agrees to allow the visiting teams to practice at the Yetter Park on Friday, October 6, 2017 and Saturday, October 7, 2017, if needed.
- In the case of inclement weather the East Stroudsburg Area School District Director of Athletics and Activities agrees to work with Stroud Township on a rescheduled date, preferably October 11, 2017, weather permitting.
- The East Stroudsburg Area School District will also provide a proof of insurance to Stroud Township for use the Forevergreen Nature Preserve.

This is a one year agreement between the East Stroudsburg Area School District and Stroud Township for use of the Yetter Park. This will be renewed yearly as long as both parties agree to the terms of the agreement. Both parties will sign this agreement and be provided a copy.

ESASD Representative Name (Print)

Edward C Cramer

ESASD Representative Signature

Stroud Township Representative Signature

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**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 1st day of <u>July</u>, 2017, by and between:

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

#### AND

<u>Suburban EMS</u> (the" Contractor") of P. O. Box 3339, Palmer, PA 18045-7115 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

#### **SCHEDULE A**

Description of Service to be performed (be specific):

Provide standby ambulance coverage for designated East Stroudsburg South Varsity, Junior Varsity and Junior High home football games at specified locations and times listed below. **Ambulance should arrive 15-30 minutes prior to the game start time.** Additionally, see attached schedule for game start times and dates. Schedule is subject to change. Appropriate notification will be made related to schedule changes.

Location of Services for Dates and Start Times listed below:

Effective Date: 8/25/17

- East Stroudsburg South Football Stadium, 200 Elizabeth Street, East Stroudsburg, PA 18301 – Football field – Varsity, Junior Varsity And Junior High Football Games
- 4:00p.m.start time: 9/11/17, 9/25/17, 10/9/17 (one JV game only), 10/10/17 (one Junior High game only), 10/16/17, 10/30/17
- 7:00p.m. start times: 8/25/17, 9/1/17, 9/15/17, 9/29/17, 10/20/17

Professional Fee: a) Rate (Daily/Hourly/Other): \$55 per hour X 3 hours X 11 games Time (Days/Hour/Other): 3 hours per game (time is approximate) Total Cost: \$1815.00 b) Fixed Rate: c) Are expenses included? YES NO If no, please itemize: Budget Code: 10-3250-330-000-30-820-550-000-5071 Department: Athletics District Initiator: Authorization for Payment: _____ Date: Purchase Order #

**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 1st day of July, 2017, by and between:

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

#### **AND**

<u>Suburban EMS</u> (the" Contractor") of P. O. Box 3339, Palmer, PA 18045-7115 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

#### **SCHEDULE A**

Description of Service to be performed (be specific):

Provide standby ambulance coverage for designated JTL Intermediate home football games at specified locations and times listed below. **Ambulance should arrive 15-30 minutes prior to the game start time.** Additionally, see attached schedule for game start times and dates. Schedule is subject to change. Appropriate notification will be made related to schedule changes.

Location of Services for Dates and Start Times listed below:

- JTL Intermediate, 2000 Milford Road, East Stroudsburg, PA 18301-Football Field
- 4p.m. start time: 9/6/17, 9/14/17, 9/20/17, 9/28/17, 10/5/17, 10/19/17, 10/25/17

Location of Services for Dates and Start Times listed below:

- East Stroudsburg South Stadium, 200 Elizabeth Street, East Stroudsburg PA 18301
- 4p.m. start time: 11/1/17

Effective Date: 9/6/17

Profes	sional Fee:	
a)	Rate (Daily/Hourly/Other): Time (Days/Hour/Other): Total Cost:	\$55 per hour X 2 hours X 8 games 2 hours per game (time is approximate) \$880.00
b)	Fixed Rate:	S
c)	Are expenses included?  If no, please itemize:	YES NO
Budget	Code: 10-3250-330-000-20-	517-550-000-5071 Department: Athletics
Distric	t Initiator:	
Author	ization for Payment:	Date:
Purcha	se Order #	_

**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

AND

**THIS AGREEMENT** is made this day of August 1, 2017, by and between:

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

-		.—
(the "Contractor")	٠£	Edulink Inc
(the "Contractor") o	л.	Eumnk, mc.
/		

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

# SCHEDULE A

Description of Service to be performed (be specific):
An electronic teacher evaluation portal to be used by East Stroudssburg Area School district to manage the teacher evaluation process for its teachers and supervisors, SLO.
Per attached invoice.
Location of Services: East Stroudsburg Area School District
Effective Date: August 1, 2017 to July 30, 2018
Professional Fee:  a) Rate (Daily/Hourly/Other): \$  Time (Days/Hour/Other): \$  Total Cost: \$ \$14,777.00
b) Fixed Rate: \$
c) Are expenses included? X YES NO If no, please itemize:
Budget Code: 10-1100-650-000-004-000-0000 Department: Curriculum Secondary Tech.
District Initiator: Ryan Moran, Assistant Superintendent for Curriculum & Instruction K-12
Authorization for Payment: Date:
Purchase Order #

# 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, East Stroudsburg, PA 18301, (570) 424-8500. East Stroudsburg Area School District will utilize Colonial Intermediate Unit 20 to provide an associate teacher and a mental health worker for direct, one-on-one services at the following location:

Colonial Academy - Autistic Support

The total cost for said services shall not exceed \$87,913.80. This contract becomes effective the first day of the 2017-2018 school year and terminates at the end of the 2017-2018 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, Director of Fiscal Affairs, at the Intermediate Unit Office.

Mr. Jón Wallitsch Director of Fiscal Affairs	7/,2/,7 Date	East Stroudsburg Area School District Superintendent	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

# 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, 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:

East Stroudsburg Area High School - North - Autistic Support

The total cost for said services shall not exceed \$47,676.60. This contract becomes effective the first day of the 2017-2018 school year and terminates at the end of the 2017-2018 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, Director of Fiscal Affairs, at the Intermediate Unit Office.

Mr. Jon Wallitsch Director of Fiscal Affairs	<u>7//8//7</u> Date	East Stroudsburg Area School District Superintendent	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

# 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, 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:

Colonial Academy – A student in Autistic Support, two students in Emotional Support; and a student in the Partial Hospitalization Program; and

East Stroudsburg High School South – a student in Autistic Support; and a student in Multidisability Support; and

J. T. Lambert Intermediate School –a student in Autistic Support and three students in Therapeutic Emotional Support; and

Middle Smithfield Elementary School – a student in Autistic Support; and a student in Therapeutic Emotional Support; and

Nazareth Middle School - a student in Autistic Support; and

Pleasant Valley Elementary School - a student in Physical Support; and

Pocono Mountain East Junior High School - Two students in Life Skills Support; and

Resica Elementary - a student in Autistic Support; and

Stroudsburg High School - Three students in Autistic Support; and

Stroudsburg Junior High School - a student in Physical Support

The total cost for said services shall not exceed \$844,981.20. This contract becomes effective the first day of the 2017-2018 school year and terminates at the end of the 2017-2018 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, Director of Fiscal Affairs, at the Intermediate Unit Office.

Mr. Jón Wallitsch Director of Fiscal Affairs

Date '

East Stroudsburg Area School District Superintendent

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.



One Farm Springs Farmington, CT 06032 CUSTOMER NO.

373721

DATE

Ø5/2Ø/17

INVOICE NO.

NPSØ8ØØ6717

AMOUNT DUE ON SERVICE CONTRACT: 45,328.58

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

Mail payment to:

OTIS ELEVATOR COMPANY P.O. BOX 13716 NEWARK

07188-0716

NJ

INVOICE

EAST STROUDSBURG

50 VINE ST

PA 18301-2150

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EAST STROUDSBURG AREA SCHOOL D .

MB 01 007203 76428 B 27 E

PLEASE SEND CORRESPONDENCE TO YOUR LOCAL OFFICE AS SHOWN BELOW

B 6285E54000 7174008029N0

DETACH RETURN DOCUMENT ALONG PERFORATION

INVOICE

OTIS ELEVATOR ** SERVICE CONTRACT CHARGES **

- - - PRICE ADJUSTMENT - - -

CUSTOMER NO.

DATE

INVOICE NO.

373721

Ø6/2Ø/17

NPSØ8ØØ6717

EAST STROUDSBURG BUNNELL

BUILDING NPS202519 CONTRACT NPS08006

P.O. #S 06701070, 06701071, 06701072, 06701073

OTHER #1

SERVICE FROM 07/01/17 TO 06/30/18 DISCOUNT- 9.60%

50,142.24

4,813.66-

TOTAL CURRENT CHARGES DUE

45,328.58

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 4,038.90 HAS BEEN ADJUSTED AS INDICATED BELOW BASED UPON THE CHANGES THAT HAVE OCCURRED IN THE ELEVATOR EXAMINERS' COST AND IN MATERIAL INDEX BETWEEN MAY, 2017. THE ADJUSTED PRICE BECOMES EFFECTIVE JULY 01, 2017 AND SHALL REMAIN IN EFFECT UNTIL JUNE 30, 2018 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 *DFORMER INDEX CURRENT INDEX RATIO OF CHANGE FORMER MATERIAL CURRENT MATERIAL 195.9000 206,9000 105.61511 8.51 8.99

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

(A) (B) (C)=B/A(D) (E)=C*D FORMER CURRENT RATIO OF FORMER CURRENT EXAMINERS' COST EXAMINERS' COST CHANGE LABOR LABOR 82.0870 84.9208 103.45219 4,030.39 4,169.53

LESS DISCOUNT AMOUNT OF 401.14 3,777.38 NET AMOUNT/MO YOUR NEW INVOICE AMT 45,328.58 TOTAL

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

162

4,178.52 PER MO

One Farm Springs

07188-0716

Farmington, CT 06032

VI. C. 2

CUSTOMER NO. 373721

DATE

Ø6/2Ø/17

INVOICE NO.

NPSØ8521717

AMOUNT DUE ON SERVICE CONTRACT: 4,998.24

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

OTIS ELEVATOR COMPANY

INVOICE

Mail payment to:

OTIS ELEVATOR COMPANY P.O. BOX 13716 NEWARK

NJ

MB 01 007202 76428 B 27 E

EAST STROUDSBURG AREA SCHOOL D

50 VINE ST EAST STROUDSBURG

PA 18301-2150

PLEASE SEND CORRESPONDENCE TO YOUR LOCAL OFFICE AS SHOWN BELOW

ONPSO8521717 0000499824 9

DETACH RETURN DOCUMENT ALONG PERFORATION

INVOICE

OTIS ELEVATOR ** SERVICE CONTRACT CHARGES **

CUSTOMER NO.

DATE

INVOICE NO.

373721

Ø6/2Ø/17

NPSØ8521717

BUILDING NPS455940 CONTRACT NPS08521

SMITHFIELD ELEMENTARY

P.O. # 08901011

SERVICE FROM 07/01/17 TO 06/30/18

4,998.24

4,998.24

TOTAL CURRENT CHARGES DUE

- - - 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: 401.94 HAS BEEN ADJUSTED AS INDICATED BELOW BASED UPON THE CHANGES THAT HAVE OCCURRED IN THE ELEVATOR EXAMINERS! COST AND IN MATERIAL INDEX BETWEEN

MAY, 2017. THE ADJUSTED PRICE BECOMES EFFECTIVE JULY 01, 2017 AND SHALL REMAIN IN EFFECT UNTIL JUNE 30, 2018 WHEN IT WILL BE SUBJECT TO ADJUSTMENT.

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(A) (B) (C) = B/A(D) (E)=C*T) FORMER INDEX CURRENT INDEX RATIO OF CHANGE FORMER MATERIAL CURRENT MATERIAL 195,9000 206.9000 105.61511 32.37 34.19

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

(A) (B) (C)=B/A(D) (E)=C*D FORMER CURRENT RATIO OF FORMER CURRENT EXAMINERS' COST EXAMINERS' COST CHANGE LABOR LABOR 82.0870 84.9208 103.45219 369.57 382.33

YOUR NEW INVOICE AMP

4,998.24 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.

416.52 PER MO

# East Stroudsburg Area School District

# **Enrollment Count Matrix**

Count of all actively enrolled students for the current school year. Note: students with multiple building enrollments (ME) will be counted once. See details for building choice.

	GRADE	KF	01	02	03	04	05	06	07	08	09	10	11	12	HmRm
BLDG	HMRM														Total
BES	All	40	53	54	75	71	74	0	0	0	0	0	0	0	367
	BES Total	40	53	54	75	71	74	0	0	0	0	0	0	0	367
EHN	All	0	0	0	0	0	0	0	0	0	269	253	255	268	1045
	EHN Total	0	0	0	0	0	0	0	0	0	269	253	255	268	1045
EHS	All	0	0	0	0	0	0	0	0	0	316	309	344	370	1339
	EHS Total	0	0	0	0	0	0	0	0	0	316	309	344	370	1339
ESE	All	84	116	93	113	105	126	0	0	0	0	0	0	0	637
	ESE Total	84	116	93	113	105	126	0	0	0	0	0	0	0	637
JMH	All	57	68	81	79	82	78	0	0	0	0	0	0	0	445
	JMH Total	57	68	81	79	82	78	0	0	0	0	0	0	0	445
JTL	All	0	- 0	0	0	0	0	292	319	309	0	0	0	0	920
	JTL Total	0	0	0	0	0	0	292	319	309	0	0	0	0	920
LIS	All	0	0	0	0	0	0	218	227	230	0	0	0	0	675
	LIS Total	0	0	0	0	0	0	218	227	230	0	0	0	0	675
MSE	All	42	77	80	102	112	105	0	0	0	0	0	0	0	518
	MSE Total	42	77	80	102	112	105	0	0	0	0	0	0	0	518
RES	All	77	65	97	81	87	96	0	0	0	0	0	0	0	503
	RES Total	77	65	97	81	87	96	0	0	0	0	0	0	0	503
SMI	All	40	44	61	63	50	48	0	0	0	0	0	0	0	306
	SMI Total	40	44	61	63	50	48	0	0	0	0	0	0	0	306
Total A	All Buildings	340	423	466	513	507	527	510	546	539	585	562	599	638	6755

NOTES:

1. {NA} indicates students not assigned to any homeroom.

2. Student homeroom assignments are based on current enrollment.