



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

**INVOICE**

No. 46827  
 10/31/2017

**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 September 30, 2017 To October 27, 2017

**01 - Field Surveys & Probes**

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$25,400.00	\$25,400.00	100.00	\$0.00

**02 - Analysis & Report**

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$18,500.00	\$18,500.00	100.00	\$0.00

**03 - Natatorium at High School North**

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$5,000.00	\$5,000.00	100.00	\$0.00

**04 - Design & Bidding for Masonry Repairs**

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$64,000.00	\$64,000.00	100.00	\$0.00

**05 - Construction Services for Masonry Repairs**

Contract Maximum:	\$72,000.00
Previous Billings Against Maximum:	\$72,000.00
Current Billings Against Maximum	\$0.00
Balance After This Invoice:	\$0.00

4

**06 - Extended Design & Construction**

<b>Contract Maximum:</b>	<b>\$21,000.00</b>
<b>Previous Billings Against Maximum:</b>	<b>\$0.00</b>
<b>Current Billings Against Maximum</b>	<b>\$13,378.55</b>
<b>Balance After This Invoice:</b>	<b>\$7,621.45</b>

**Professional Services**

	<b>Task</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Administrative	Administrative	.50	50.00	\$25.00
Administrative	Letter Preparation	.25	50.00	\$12.50
Draftsman	Computer Aided Drafting	.75	70.00	\$52.50
Engineer in Training	Drawing Review	7.00	85.00	\$595.00
Engineer in Training	Computer Aided Drafting	3.00	85.00	\$255.00
Engineer in Training	Meeting Minutes Preparation	2.50	85.00	\$212.50
Engineer in Training	E Mail	2.00	85.00	\$170.00
Engineer in Training	Site Meetings	1.50	85.00	\$127.50
Engineer in Training	Meetings with Client	1.00	85.00	\$85.00
Engineer in Training	Field Survey	50.25	85.00	\$4,271.25
Engineer in Training	Travel	9.00	85.00	\$765.00
Engineer in Training	Administrative	1.00	85.00	\$85.00
Engineer in Training	Report Preparation	2.50	85.00	\$212.50
Engineer in Training	Report Review	3.50	85.00	\$297.50
Principal Engineer	E Mail	.25	180.00	\$45.00
Principal Engineer	Design & Sketch Concepts	.50	180.00	\$90.00
Principal Engineer	Meetings - In House	.25	180.00	\$45.00
Principal Engineer	Meetings with Client	3.50	180.00	\$630.00
Principal Engineer	Spread Sheet Preparation	.75	180.00	\$135.00
Principal Engineer	Site Visit	17.75	180.00	\$3,195.00
Principal Engineer	Document Review	7.00	180.00	\$1,260.00
Principal Engineer	Letter Preparation	1.00	180.00	\$180.00
Principal Engineer	Teleconference	2.00	180.00	\$360.00
Senior Project Manager	Project Administration	2.00	130.00	\$260.00
<b>Total Professional Services for 06</b>				<b>\$13,366.25</b>

**Reimbursables**

	<b>Unit Rate</b>	<b>Qty</b>	<b>Markup</b>	<b>Amount</b>
Federal Express	12.30	1.00	1.00	\$12.30
<b>Total Reimbursables for 06</b>				<b>\$12.30</b>
<b>Total Charges for 06</b>				<b>\$13,378.55</b>

**INVOICE TOTAL \$13,378.55**

**Prior Billing Information**

<b>Invoice</b>		<b>0 - 30</b>	<b>31 - 60</b>	<b>61-90</b>	<b>Over 90</b>	<b>Balance</b>
46771	9/30/2017	\$8,944.76	\$0.00	\$0.00	\$0.00	\$8,944.76
<b>Total Prior Billing</b>		<b>\$8,944.76</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$8,944.76</b>

5



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

**INVOICE**

No. 46826A  
 10/31/2017

**East Stroudsburg Area School District**

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

**East Stroudsburg Area School District Retainer Services**  
**28700**  
 For Services Rendered From September 30, 2017 To October 27, 2017

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Retainer Services - Billed Hourly

**Professional Services**

	Date	Hours	Rate	Amount
Carr, Ronald C. Finalize details for panel re-attachment at Lehman.	10/10/2017	.25	180.00	\$45.00
Grice, Joshua Issue RFP to contractors for metal panel replacements at North Campus	10/8/2017	1.00	130.00	\$130.00
Hayes, Britney Find section at top of metal panel and discuss with senior engineer. Start detail at top of wall based on photos	10/9/2017	.75	70.00	\$52.50
Hayes, Britney Continue detail at top of wall for metal panel repairs.	10/10/2017	.75	70.00	\$52.50
Hayes, Britney Search architectural drawings for reference to building paper type for metal panel repairs.	10/11/2017	.50	70.00	\$35.00
Hayes, Britney Complete markups to metal panel repair plan.	10/16/2017	.50	70.00	\$35.00
<b>Total Professional Services</b>		<b>3.75</b>		<b>\$350.00</b>

**INVOICE TOTAL      \$350.00**

**Prior Billing Information**

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
46443	7/31/2017	\$0.00	\$0.00	\$1,011.35	\$0.00	\$1,011.35
46618	8/31/2017	\$0.00	\$372.50	\$0.00	\$0.00	\$372.50
46687	9/30/2017	\$1,467.50	\$0.00	\$0.00	\$0.00	\$1,467.50
<b>Total Prior Billing</b>		<b>\$1,467.50</b>	<b>\$372.50</b>	<b>\$1,011.35</b>	<b>\$0.00</b>	<b>\$2,851.35</b>

6



300 PAPERMILL ROAD  
BLOOMSBURG, PA 17815

Phone# 570-389-8446  
Fax# 570-389-8447  
cdwater@eplx.net  
www.cdwaterproofing.com

Invoice # 4408  
Date 12/5/2017  
Job No. 17-163

EAST STROUDSBURG AREA SD  
ATTN: SCOTT IHLE  
50 VINE STREET  
EAST STROUDSBURG, PA 19301

Project	LEHMAN INTERMEDIATE...
P.O. No.	

Description	Current Amount
METAL WALL PANEL STABILIZATION - WORK COMPLETED	9,975.00

Amount Due	\$9,975.00
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7



**EAST STROUDSBURG AREA SCHOOL DISTRICT  
BOARD OF SCHOOL DIRECTORS**

**RESOLUTION**

WHEREAS, on June 27, 2006, the Pennsylvania legislature passed Act 1 of Special Session 2006, known as the "Taxpayer Relief Act" (hereinafter "Act 1");

WHEREAS, Act 1 requires school districts to limit tax increases to the level set by the index, as defined by Act 1, unless the tax increase is approved by voters in a referendum or the school district obtains from the Department of Education or a court of common pleas certain referendum exceptions;

WHEREAS, Act allows a board of school directors to elect to adopt a resolution indicating that it will not raise the rate of any tax for the support of the public schools for the following fiscal year by more than the index, provided this resolution must be adopted no later than 110 days prior to the date of the election immediately preceding the upcoming fiscal year;

WHEREAS, the East Stroudsburg Area School District index for the 2018-2019 fiscal year is 3.3% as calculated by the Department of Education;

WHEREAS, the East Stroudsburg Area School District Board of Education wishes to express its intention that it shall not raise the real estate property tax rate for the support of the East Stroudsburg Area School District for the 2018-2019 fiscal year by more than the index.

WHEREAS, this Resolution does not require that the East Stroudsburg Area School District Board of School Directors raise the real estate property tax rate for the 2018-19 fiscal year.

AND NOW, on this 18th day of December, 2017, it is hereby RESOLVED by the East Stroudsburg Area School District (hereinafter "District") Board of Education (hereinafter "Board") the following:

1. The Board certifies that it will not increase any school district tax for the 2018-2019 school year at a rate that exceeds the index as calculated by the Department of Education.
2. The Board certifies that it will comply with the procedures set forth in Section 687, of the Pennsylvania Public School Code (hereinafter "School Code"), 24 P.S. §6-687, for the adoption of the District's proposed and final budget.
3. The Board certifies that increasing any tax at a rate less than or equal to the index will be sufficient to balance its final budget of the 2018-2019 fiscal year.

8

4. The Administration of the District is directed to submit the District's information on a proposed increase in the rate of a tax levied for the support of the District to the Pennsylvania Department of Education on the uniform form prepared by the Pennsylvania Department of Education no later than five days after the Board's adoption of this Resolution.
5. The Administration of the District is directed to send a copy of this Resolution to the Pennsylvania Department of Education no later than five days after the Board's adoption of this Resolution.
6. The Board understands and agrees that by passing this Resolution it is not eligible to seek referendum exceptions under Section 333(f) of Act 1 and is not eligible to request approval from the voters through a referendum to increase a tax rate by more than the index as established for the 2018-2019 fiscal year.
7. Once this Resolution is passed, the Administration of the District is not required to comply with the preliminary budget requirements set forth in paragraphs (a) and (c) of Section 311 of Act 1. Provided, however:
  - (a) The Board understands and agrees that, upon receipt of the information submitted by the District as set forth in paragraphs 4 and 5 above, the Pennsylvania Department of Education shall compare the District's proposed percentage increase in the rate of the tax with the index.
  - (b) Within ten days of the receipt of this information, the Pennsylvania Department of Education shall inform the District whether its proposed tax rate increase is less than or equal to the index.
  - (c) If the Pennsylvania Department of Education determines that the District's proposed increase in the rate of the District's tax exceeds the index, the District is subject to the preliminary budget requirements as set forth in paragraph (a) and (c) of Section 311 of Act 1.

EAST STROUDSBURG AREA SCHOOL DISTRICT

\_\_\_\_\_  
Robert Huffman, Board President

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Patricia Rosado, Board Secretary

\_\_\_\_\_  
Date



November 17, 2017

RE: Act 80 Comparison Services

BerkOne is pleased to submit our proposal for the comparison and processing of Act 80 records.

I would like to thank you for the opportunity to be of service. Our team believes that your organization can benefit from our experience and technology. We are looking forward to working with you.

Please review the enclosed proposal and feel free to contact me with any questions. If there are any other areas in which we may be of assistance, please don't hesitate to contact me. I would be happy to discuss with you further how BerkOne can help meet your needs.

Sincerely,

A handwritten signature in black ink that reads "Brittany Davis".

Brittany Davis  
Client Services Representative  
(610) 954-9575, ext. 2005  
[BDavis@BerkOne.com](mailto:BDavis@BerkOne.com)

10



Proposal for:

**Act 80 Comparison Services**





### **Act 80 Comparison**

The Act 80 review process can be quite time-consuming. BerkOne has simplified this process to the best of our ability by automating the identification of the Act 80 records that do not belong in your school district.

There are two bundles to choose from, as well as a few optional add-ons. Our standard package includes two (2) printed copies and one (1) CD or flash drive containing a flat file of the records generated by the comparison process. The electronic package includes one (1) pdf copy of each report and one (1) CD or flash drive containing a flat file of the records.

### **Here's how it works:**

Records are compared to a database containing Pennsylvania addresses and corresponding taxing jurisdictions. If we are able to identify a taxing jurisdiction for a record and the taxing jurisdiction is in another school district, we will output the record to a separate report for the identified school district.

All records identified as being located within your district will not be output to avoid unnecessary shipping costs. Our goal is to identify as many records as possible as either your own district or another district to minimize the efforts required by your team to complete the Act 80 process.

Please note that you will receive four primary categories of data:

1. Records that were identified as belonging to a jurisdiction within another school district as explained above. Please refer to the materials provided in your Department of Revenue Act 80 packet for more information on how to handle these records.
2. Out of state addresses cannot be linked to a specific Pennsylvania jurisdiction or school district and will appear on the **"Out of State"** report. **Manual review will be required by your office.** Please refer to the materials provided in your

12



Department of Revenue Act 80 packet for more information on how to identify these records.

3. Addresses that contain a Post Office box cannot be linked to a specific Pennsylvania jurisdiction or school district and will appear on the **"PO Box"** report. **Manual review will be required by your office.** Please refer to the materials provided in your Department of Revenue Act 80 packet for more information on how to identify these records.
4. If our process is unable to accurately determine a taxpayer's resident taxing jurisdiction, we will output these records on the **"Unknown"** report. **Manual review will be required by your office.** Please refer to the materials provided in your Department of Revenue Act 80 packet for more information on how to identify these records.

Our records have been perfected over the years of tax roll reporting/processing and while they are extremely solid, we cannot guarantee 100% accuracy.

### **Report / File Generation**

If you select Bundle A, we will generate two printed copies of each report for the various school districts identified during the Act 80 process, as well as two printed copies of the "Out of State," "PO Box" and "Unknown" reports. We will also create one CD or flash drive containing a flat file of all records processed. This flat file can be imported into any application such as Microsoft Excel, for your review.

Bundle B includes one PDF copy of each report as well as one CD or flash drive containing the flat file of all records processed. Again, this flat file can be imported into any application for your review.

### **Receipt of Data**

Act 80 files may be submitted to BerkOne via email or mail. The quickest and easiest way to start the process, once you receive your package from the Department of Revenue, is



to copy and paste the unaltered .txt file that is labeled with your school code into an email to [BDavis@BerkOne.com](mailto:BDavis@BerkOne.com). Also include the below information:

- a. Would you like to purchase Bundle A or Bundle B?
- b. Would you like the electronic file returned to you on a CD or Flash Drive?
- c. Are there any add on services, such as mailing labels, that you would like to purchase?
- d. Please provide the current contact information (name, title and phone number) to be printed on the reports.
- e. What is the address that your completed reports should be mailed to?

You may also mail the CD to the below address. Be sure to include the above information with your disk.

BerkOne  
Attn: Brittany Davis  
1530 Valley Center Parkway  
Bethlehem PA 18017

Your completed reports will be shipped within ten business days of receipt of your .txt file or CD. If you choose to mail the CD, your disk will be returned along with your reports. Please allow time for your team to complete the process prior to the Act 80 deadline established by the PA Department of Revenue.

14



**Pricing for:**  
**Act 80 Comparison Services**

SERVICE	UNIT COST
<b>Bundle A</b> Basic service including two (2) printed copies of each report and one (1) CD or flash drive containing flat file of records processed	<b>\$795.00</b>
<b>Bundle B</b> Basic service including one (1) PDF copy of each report and one (1) CD or flash drive containing flat file of records processed	<b>\$715.00</b>
Duplicate copy of CD or flash drive	<b>\$40.00 per CD/flash drive</b>
Duplicate copy of School District reports	<b>\$50.00 per complete set</b>
Custom set of mailing labels for School Districts	<b>\$17.00 per set</b>
Shipping	<b>Exact cost of shipping</b>

*This quote reflects current understanding of requirements for this assignment. Additional suggestions or changes to this assignment may or may not require a change in pricing as currently quoted.*

15





***Proposal Presented To:***  
***East Stroudsburg***  
***School District***

**Attention:**  
**Brian Borosh**

***December 5, 2017***

*Presented by:*

*Rich DeGuisseppi – Branch Sales Manager*

*Tim Ludwick – Account Manager*

Email: [tludwick@fraser-ais.com](mailto:tludwick@fraser-ais.com)

16

# ***RECOMMENDED SOLUTION***

## **Proposed:**

### **Sharp MX M264N Digital Multifunctional Device Refurbished System**

#### **Sharp MX M264N Features**

- (2) paper cassettes with bypass tray
- Tray 1 holds 500 sheets, 2<sup>nd</sup> tray holds 500 sheets, 8 ½ x 11 . 8 ½"x14 " & 11"x17"
- Bypass Tray
- Network Full Color Scanning
- Network Printing – B&W , PCL 6
- Document Feeder – 100 Sheets
- 26 Pages per Minute –
- Ysoft
- Communication modules – AMX 2, AMX 3
- Delivery, install, and training – inclusive.



# FINANCIAL DETAILS

## Monthly Investment Includes:

**Sharp MX M264N - Refurbished**

**Includes connect to network for network printing and full color scanning**

**Delivery, Setup and Installation**

**Training**

Monthly Investment	
	18 Month Rental
Sharp MX M264N	\$ 95.00 month Send 1 bill 1.23.2018 for 1 <sup>st</sup> 6 months. Send 2 <sup>nd</sup> bill 6.23.2018 for next 12 months
Maintenance Covers all parts, labor, drums, preventative maintenance and toner supplies. To Be included with other main contract for billing.	



## Interpretek Policies and Procedures Statement

### Northeastern and Central Pennsylvania Regional Rates

Thank you for choosing Interpretek as your vendor for American Sign Language interpreting.

#### Rates:

Standard Rate	8am-5pm Weekdays	\$65.00 per hour
Evenings, Weekend & Holiday Differential	5pm-8am Weekdays Weekends National/State Holidays	+ 10%
Emergency* Differential	*Defined as requests made with less than 48 business hours notice.	+ 15%
Legal Interpreting	Legal Proceedings, CPS, Law Enforcement etc.	\$95.00 per hour
Video Remote Interpreting (VRI)	Available 24/7 by appointment.	\$1.25 per minute

#### Terms, Conditions, Discounts:

- Unless otherwise specified, all assignments have a one-hour minimum and are billed for the full amount of time requested, even if the assignment ends earlier than expected.
- 30 minute minimum for Video Remote Interpreting assignments.
- Travel is calculated in addition to the one-hour minimum. We will attempt to use local interpreters first to minimize travel costs.
- Assignments exceeding 1.5 hours in length may require a team of interpreters to provide effective communication during the assignment and prevent injury to the interpreter. Client will be notified in advance if a team is needed.
- Cancellation policy is 48 business hours (2 business days), billed in full. Deaf consumer or patient no-shows are considered cancellations and billed in full.
- Invoices are Net 30 days unless negotiated in advance. Interpretek reserves the right to charge a 1.5% late fee or \$5 per month for past due balances. Interpretek reserves the right to charge a higher rate to companies who need net 45-60 day payment cycle.
- 1% discount for Net 15 days.
- Credit cards are accepted.
- Discounts available for high-volume or long-term assignment requests. The rates for these services are customized based on the request. Please contact to discuss.
- Interpretek reserves the right to change, modify or negotiate terms, conditions or discounts with notice to the client for any special requests for interpreting services that are out of the northeastern and central Pennsylvania area.

I \_\_\_\_\_ (print name), \_\_\_\_\_ (title)  
 Of \_\_\_\_\_ (organization) have read Interpreter's Policies and  
 Procedures Statement and agree to the terms and conditions above.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_





Two Windsor Plaza,  
7540 Windsor Drive, Suite 314,  
Allentown, PA 18195

(866) 366-9540  
sapphirek12.com

November 28, 2017

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

Attention: Matthew Krauss | ACCESS Program Coordinator  
James Chamberlin | Administrative Data Analyst

K12 Systems, Inc. is the owner and single source provider of Sapphire Software and prides itself with supplying a comprehensive enterprise level solution to Pennsylvania School Districts. Through a flexible, modular approach that satisfies compliance, Sapphire enables real-time performance improvement and facilitates day-to-day student management.

### **Objectives**

Create a report using Sapphire Software data that exports Medical ACCESS student information in a file in a comma-delimited format.

Sapphire Software is pleased to supply the following budgetary Statement of Work for your review and consideration as follows:

### **Statement of Work**

Sapphire Software will create a report that will export data from the Sapphire Software databases. This data will be pulled from the Sapphire Student Information System database and the Sapphire SchoolNurse database simultaneously into a single export file.

### **Report Features**

- Columns in the export file will be separated by a comma
- String fields will be enclosed in quotes.
- Data rows in the export file will be one row per Student Office Visit in the SchoolNurse module. Note, if data is not available for a field, the field will be blank in the export file.
- This report will be able to be run on-demand by Sapphire users who have security rights to access the report.

### **Report Selection Criteria**

This report will select student office visit information based on the following criteria:

- User selected School Year
- User selected Building or Buildings
- User selected Date Range
- User selected option to include or exclude the header columns from the export file.
- The student's office visit must have an Office Visit Type of "Med/Treatment Admin" (which is code ADM).
- The student is currently enrolled or was enrolled in the user selected School Year
- The student is currently part of the Special Education Program or was part of the Special Education Program – only office visits that occurred during the user selected Date Range and occurred while the student was in the Special Education Program will be exported.
- In addition to being in the Special Education Program the student must also have the MA # (Medical ACCESS Number) filled out in Sapphire (Student Summary Screen – tab: General – field: MA Number).

**Report Export**

The export file will be in a comma-delimited format containing the following format:

Column Name	Data Type	Data Example	Notes
Student First Name	String	Jane	Field found on the Sapphire Student Demographics screen - field: Last Name
Student Last Name	String	Smith	Field found on the Sapphire Student Demographics screen – field: First Name
PA Secure ID	String	1234567890	Field found on the Sapphire Student Demographics screen – field: State ID
Nurse First Name	String	Suzan	Actual Nurse First Name based on the Initials shown on the Sapphire SchoolNurse Office Visit screen – field: Nurse’s Initials. This is the last person who modified the record.
Nurse Last Name	String	Doe	Actual Nurse Last Name based on the Initials shown on the Sapphire SchoolNurse Office Visit screen – field: Nurse’s Initials. This is the last person who modified the record.
Date of Office Visit	Date	11/28/2017	Format: mm/dd/yyyy – Field found on the Sapphire SchoolNurse Office Visit screen – field: Date
Time In of Office Visit	Time	16:25	Format: HH:MM military time format – Field found on the Sapphire SchoolNurse Office Visit screen – field: Time In
Time Out for Office Visit	Time	16:45	Format: HH:MM military time format – Field found on the Sapphire SchoolNurse Office Visit screen – field: Time Out
Vitals	String	Blood Sugar	Vital description taken from the SchoolNurse Office Visit Vitals area – field: Vitals
Results	String	BG 158	Results description taken from the SchoolNurse Office Visit Vitals area – field: Results
Vital Notes	String	Blood Sugar was normal	Notes description taken from the SchoolNurse Office Visit Vitals area – field: Notes
Prescribed Medications	String	Novolog (insulin aspart)	Medication description taken from the SchoolNurse Office Visit Prescribed Medications area – field: Med
Dosage Administered	Numeric	1	Dosage administered taken from the SchoolNurse Office Visit Prescribed Medications area – field: Dosage Administered
Strength/Concentration	Numeric	4.38	Strength/Concentration taken from the SchoolNurse Office Visit Prescribed Medications area – field: Stength/Concentration

Prescribed Medication Notes	String	To eat 35 gm CHO meal	Notes description taken from the SchoolNurse Office Visit Prescribed Medications area – field: Notes
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**Report Diagnostic Feature**

In addition to the features listed above for this report, a diagnostic option will be built into this report. The diagnostic option will allow the user to show additional fields in the exported data. This will allow the user to determine how the data is recorded in Sapphire.

When the diagnostic feature is selected, the following columns will be appended to the export file:

Column Name	Data Type	Data Example	Notes
Sapphire Student Number	Integer	12345	Field found on the Sapphire Student Demographics screen - field: ID
Building ID	String	EHS	Field determined based on the Building ID of the Office Visit.
School Year	Integer	2018	Field determined based on the School Year of the Office Visit.
Student Medical Access Number	String	123456	Field found on the Sapphire Student Summary screen – tab: General - field: MA Number
Date Entered Special Education	Date	09/07/2017	Field found on the Sapphire Student Summary screen – tab: CH 14: Special Ed - field: Date Entered Spec Ed
Date Exited Special Education	Date	12/15/2017	Field found on the Sapphire Student Summary screen – tab: CH 14: Special Ed - field: Date Exited Spec Ed
Vitals Code	String	BS	Vital Code taken from the SchoolNurse Office Visit Vitals area – field: Vitals
Prescribed Medications Code	String	Novolog (insulin aspart)	Medication Code taken from the SchoolNurse Office Visit Prescribed Medications area – field: Med





Two Windsor Plaza,  
7540 Windsor Drive, Suite 314,  
Allentown, PA 18195

(866) 366-9540  
sapphirek12.com

**Services Rates and Costs**

Create Report/Export	\$550.00
Deploy Report to East Stroudsburg Area SD	No Charge
Upon completion: Review Report with East Stroudsburg Area SD Staff member	No Charge

**Terms and Conditions**

To accept and begin this project Sapphire Software requires this document be signed by an authorized representative of the school district.

No deposit is required to begin this project.

This project will be invoiced after delivery of the statement of work. All invoices are due Net 30 Days.

**Approvals**

Please sign and email this document to [professional\\_services@sapphirek12.com](mailto:professional_services@sapphirek12.com) or fax to 610.366.9017

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

This becomes a valid order upon signature.

After your review, if there are any questions or if additional information is needed, please let me know.

Sincerely Yours,

William Newill  
Sapphire Software  
Professional Services Team



## AMENDMENT

This amendment ("Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the East Stroudsburg Area School District, with offices at 50 Vine Street, East Stroudsburg, PA 18301 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated December 4, 2015 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following unused conversions are hereby removed from the Agreement as of the execution date of this Amendment:
  - a. Accounts Payable Opt 1 – Checks, at a contract price of \$2,000.00
  - b. Accounts Payable Opt 2 – Invoice, at a contract price of \$3,500.00
  - c. Payroll – Option 2 Accrual Balances, at a contract price of \$1,500.00
  - d. Payroll – Option 6 Applicant Tracking, at a price of \$1,400.00
  - e. Payroll – Option 8 Position Control, at a contract price of \$1,400
  - f. Purchasing – Purchase Orders – Standard, at a contract price of \$3,000.00
2. The following unused services are hereby removed from the Agreement as of the execution date of this Amendment:
  - a. AP/PR Check Recon Import, at a contract price of \$1,000.00
  - b. AP Positive Pay Export Format, at a contract price of \$3,000.00
  - c. Tyler Forms Library – Personnel Action, at a contract price of \$1,200.00
  - d. Tyler Forms Look-Up – Flat Fee, at a contract price of \$2,195.00
  - e. Tyler Forms Look-Up – Additional Forms for Look-Up, at a contract price of \$100.00
3. The FICA & Medicare Reverse Utility Modification with Tyler Specification Reference number 283915, at a contract price of \$7,000.00, is hereby added to the Agreement. The modification will conform to the description contained in the specification document provided to Client on or about November 14, 2017. Payment for the items added to the Agreement pursuant to this Amendment shall be in accordance with Section 4 below.
4. The Client's Fifth (5<sup>th</sup>) annual invoice for Professional Services shall be reduced by \$13,295.00, in recognition of the fees for the conversions and services removed and the FICA & Medicare Reverse Utility Modification added pursuant to this Amendment.
5. Upon execution of this Amendment, Client agrees to immediately pay invoice #177379, dated December 4, 2016 as well as all other outstanding undisputed balances owed Tyler.
6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
7. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

East Stroudsburg Area School District, PA

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

25

## Tyler Technologies Development Client Sign-Off

Client Name	East Stroudsburg Area School District, PA
Modification Description	FICA & Medicare Reverse Utility
<b>Reference Number</b>	<b>283915</b>
Service/Modification Cost	<b>\$7,000 (5 days x \$1400/day)</b>
Delivery Version and/or Date	<b>V11.1 by December 1, 2017</b>
Additional Modification Versions	<b>None</b>
Document Date	<b>November 14, 2017</b>
Sign-Off Required By	<b>November 16, 2017</b>

Following this Tyler Technologies Development Client Sign Off is a Client Specification for your review and approval. The modification will be entered into our Work Order system with the noted delivery date if approved by the above date. If the modification is not approved within this timeframe, the delivery date will be adjusted to fit into the development schedule at a later date as determined by the Product Manager.

In order to schedule and begin work on the described services, Tyler requires your authorization. For authorization please print, sign and date the bottom of this letter and return to Daniel Dacar at [daniel.dacar@tylertech.com](mailto:daniel.dacar@tylertech.com). You may also fax this sign-off to 207-781-6005 to the attention of Daniel Dacar.

Tyler will invoice the Client fees for this modification 50% upon sign off of the specification and 50% upon delivery of the modification and/or service to the Client. Note: For utility services with a successful test pass completed, final invoicing may occur if the Client requests an extension for the Live date beyond the noted delivery date. For programming services, final invoicing will occur when the program or modification is delivered for Client validation.

**Important note:** Omissions at this point may result in reprogramming and any desired changes to the modification or services will be considered an Enhancement Request that may result in additional cost and may need to be delivered at a later date determined by Development

Contacts	Title	For	Phone	Email
Daniel Dacar	Prof Services Mngr	Sign-off	800-772-2260 x4114	<a href="mailto:daniel.dacar@tylertech.com">daniel.dacar@tylertech.com</a>

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

26





**East Stroudsburg Area School District, PA**  
 MUNIS Professional Services Development Specification  
 FICA / Medicare Reverse Utility  
 November 14, 2017

**Scope of work**

East Stroudsburg Area School District, PA needs to correct the deduction accumulator employee and employer amounts for 2017 and inception for deductions 1000 and 1100. The initially converted amounts were swapped for these two deductions for all employees.

**Proposed services and/or modifications**

Tyler Technologies (“The Contractor”), through its Professional Services Department agrees to provide the following services for East Stroudsburg Area School District, PA (“The Client”), including but not limited to: consultation, specification, programming and quality assurance. Details regarding the specific project are as follows:

A utility will be developed to import the prempacm.unx file used by Tyler Conversions to load the 2017 and inception deduction accumulators for all employees. The 1000 and 1100 deductions will be reviewed to determine the calculated difference between the two deductions. The monthly, quarterly and yearly deductions for 2017, as well as the inception record, will be updated with the calculated difference.

For example, employee 3030 has the following information in the prempacm.unx file:

```
003030|2017|1|1000|Y|00|0.00|274.03|274.03|18898.88|0.00|0.00| |
003030|1995|1|1000|I|00|0.00|274.03|274.03|18898.88|0.00|0.00| |
003030|2017|1|1000|Q|02|0.00|274.03|274.03|18898.88|0.00|0.00| |
003030|2017|1|1000|M|06|0.00|274.03|274.03|18898.88|0.00|0.00| |
003030|2017|1|1100|Y|00|0.00|1171.73|1171.73|18898.88|0.00|0.00| |
003030|1995|1|1100|I|00|0.00|1171.73|1171.73|18898.88|0.00|0.00| |
003030|2017|1|1100|Q|02|0.00|1171.73|1171.73|18898.88|0.00|0.00| |
003030|2017|1|1100|M|06|0.00|1171.73|1171.73|18898.88|0.00|0.00| |
```

After the utility is run, employee 3030 will show an Employee and Employer amount of 1,171.73 for deduction 1000 and 274.03 for deduction 1100. NOTE: Any payroll activity that has occurred since the accumulators were loaded into Munis will be retained in the amounts. For example, if employee 3030 accumulated 300 for deduction 1000 and 100 for deduction 1100, then the final totals after the utility run would be 1,471.73 and 374.03.

This utility is designed to run up to two times in the Test environment for the version stated in this specification. Upon verification by the Client that the utility has completed the desired change and the data has been validated, the Contractor will run the utility in Live.

This utility will not be available through the menu, or in additional Munis versions.

27



# Exhibit A-1 Frontline Customer Order Form

CDUS720  
MSA37229  
11/6/2017

1400 Atwater Drive Malvern, PA 19355

P: 610-722-9745 | F: 888-492-0337

### Customer:

East Stroudsburg Area Sch Dist  
50 Vine Street  
EAST STROUDSBURG PA 18301-0298

**Contact:** Jeffrey Bader  
**Title:** Chief Financial Officer  
**Phone:** (570) 424-8500  
**Email:** [jeffrey-bader@esasd.net](mailto:jeffrey-bader@esasd.net)

### Order Form Details:

**Pricing Expiration:** 11/30/2017  
**Account Manager:** Phill Carr

**Initial Term:** 2017-2018,2018-2019,2019-2020  
**Subscription Start Date:** Custom (see Special Instructions)  
**Startup Cost Billing Terms:** One-Time, Invoiced after signing  
**Subscription Billing Terms:** Annually  
**Sale Type:** New

### Pricing Overview:

**Startup Cost: One-Time cost due at signing** **\$7,000.00**  
**Annual Subscription: Recurring Cost** **\$19,800.00**  
(plus applicable sales tax)

Itemized Description	Unit Price	Qty	Total
Time & Attendance Subscription - Users	\$25.67	600	\$15,400.00
Time & Attendance Subscription - Substitutes	\$14.67	300	\$4,400.00
Time & Attendance Implementation	\$7,000.00	1	\$7,000.00

**Amount Due at Signing (Startup Cost)** **\$7,000.00**  
(plus applicable sales tax)

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). **BY ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME.** Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

**Tax Exempt?** If yes, please provide your exemption number and include a copy of your exemption certificate.

**Tax Exempt Number:**

**Special Instructions and Additional Terms:** Annual Subscription deferred to not start till January 30, 2018 and then pro-rate the first year through June 30, 2018. Full year billing will commence on a July 1 - June 30 fiscal year cycle.

28





Exhibit A-1 Frontline Customer Order Form

CDUS720
MSA37229
11/6/2017

1400 Atwater Drive Malvern, PA 19355

P: 610-722-9745 | F: 888-492-0337

HUMAN RESOURCES:

1. Payment.

- 1. The Startup Cost set forth on the first page of this Order Form will be invoiced to Customer by Frontline as stated on the front of this Order Form; but if Customer terminates this Order Form before completion of the implementation process, Frontline will refund the Startup Cost on a pro-rata basis, based on an eight (8) week setup schedule.
2. The Annual Subscription, set forth on the first page of this Order Form, will be invoiced to Customer by Frontline based on the Subscription Start Date unless otherwise stated on the front of this Order Form.
3. For Aesop® Customers: (i) Before the start of the school year, Frontline will calculate the Subscription by multiplying the actual employees entered into Aesop® by the applicable Subscription item unit price, as amended from time to time.
4. For all other products: Before the start of any Renewal Term, Frontline will calculate the Annual Subscription by multiplying the actual users entered into the Software by the applicable subscription item(s) unit price, as amended from time to time, to yield the Actual Annual Subscription.
5. Frontline reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Customer.
6. The Startup Cost, Annual Subscription and any other applicable fees do not include any local or state sales or use taxes, any assessment of which shall be paid by the Customer.

PROFESSIONAL GROWTH:

1. Payment.

- 1. The Startup Cost set forth on the first page of this Order Form will be invoiced to Customer by Frontline as stated on the front of this Order Form; but if Customer terminates this Order Form before completion of the implementation process, Frontline will refund the Startup Cost on a pro-rata basis, based on a six (6) week setup schedule.
2. The Annual Subscription, set forth on the first page of this Order Form, will be invoiced to Customer by Frontline based on the Subscription Start Date unless otherwise stated on the front of this Order Form.
3. Before the start of any Renewal Term, Frontline will calculate the Annual Subscription by multiplying the actual users entered into the Software by the applicable subscription item unit price, as amended from time to time, to yield the Actual Annual Subscription.
4. Frontline reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Customer.

29



## Exhibit A-1 Frontline Customer Order Form

CDUS720

MSA37229

11/6/2017

1400 Atwater Drive Malvern, PA 19355

P: 610-722-9745 | F: 888-492-0337

5. The Startup Cost, Annual Subscription and any other applicable fees do not include any local or state sales or use taxes, any assessment of which shall be paid by the Customer. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of this Order Form and the Customer shall Indemnify and hold Frontline harmless for any loss occasioned by Its failure to pay any tax when due.
  
2. Third Party Products. Customer may elect to use ETS Classroom Video Library ("ETS"). ETS may contain links or other access to other third party products or services. Customer's use of any third party's products and/or services is at Customer's own risk, and subject to the ETS Terms of Use found on their website at: [http://www.etsvideo.mylearningplan.com/terms.html#/. In the event of a conflict between this Order Form and any ETS agreement or the ETS Terms of Use, this Order Form governs.](http://www.etsvideo.mylearningplan.com/terms.html#/)

30

**Frontline Technologies Group LLC dba Frontline Education**

MSA37229

**MASTER SERVICES AGREEMENT**

This Master Services Agreement is made effective as of the date of last signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline"), and the customer identified below ("Customer"). Frontline and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein, including any exhibits, Order Form (s) and Statements of Work (collectively, the "Agreement"). To place orders subject to this Agreement, at least one Order Form (as defined in Section 1.2 below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. Should any of terms of this Agreement conflict with any of the terms in an applicable Order Form, the terms of this Agreement shall prevail.

<p><b>Frontline Technologies Group LLC dba Frontline Education</b></p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: 1400 Atwater Drive Malvern, PA 19355</p> <p>Email: _____</p> <p>Date: _____</p>	<p><b>East Stroudsburg Area Sch Dist</b></p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____ _____ _____</p> <p>Email: _____</p> <p>Date: _____</p>
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**Attached:** *Terms and Conditions of Agreement*  
*Exhibit A: Executed Order Forms*

Please email or fax ALL PAGES of the signed MSA to [pcarr@frontlineed.com](mailto:pcarr@frontlineed.com) or 888.492.0337.



MASTER SERVICES AGREEMENT

TERMS AND CONDITIONS

1. Software and Services

- 1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms and/or Statement of Work, as well as Customer-specific terms set forth in Exhibit B, if any), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form ("Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by end users in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form ("Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any end users to not (i) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (ii) attempt to create any derivative version thereof; (iii) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (iv) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer.
- 1.2. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement, unless otherwise specifically agreed by the Parties in writing. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).
- 1.3. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If the Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.
- 1.4. Customer Content. The Software and Services may enable Customer and end users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, "Customer Content") in connection with the Software and Services. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

# Frontline Technologies Group LLC dba Frontline Education

MSA37229

- 1.5. **Integration.** Customer may, with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("**Third Party Materials**") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide Customer Content to a specified third party or permit such third party to have access to Customer Content in connection with the Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials (ii) Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization.
  - 1.6. **Hosting.** The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
  - 1.7. **Customer Responsibilities.** Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free.
2. **Invoicing and Payment.** All fees and charges will be set forth in the applicable Order Form(s). Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or the highest rate allowed under applicable law, whichever is more. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
3. **Warranties and Disclaimers.**
- 3.1. **Mutual.** Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its end users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.
  - 3.2. **Software Warranties.** Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.
  - 3.3. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.



# Frontline Technologies Group LLC dba Frontline Education

MSA37229

4. **Confidential Information.** During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) the Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) the Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be the Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.
5. **Indemnification.** Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all liabilities, claims, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.
6. **Limitations of Liability.** OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.
7. **Term and Termination.** The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall be defined in each applicable Order Form (the "Order Form Initial Term") and will automatically renew for successive one-year terms thereafter, unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such breach. Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, Customer (a) shall immediately cease using the Software and (b) for a period of thirty (30) days, may request a copy of Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6 and 8.
8. **General.** Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.

**identiMetrics**  
 400 York Rd.  
 Jenkintown, PA 19046

**Quote**  
 Date: 11/29/2017  
 Valid Until: 03/31/2018  
 Quote Number: 1002284

Account Manager: Joe Giafaglione

**BILL TO:**

**Jeffrey Bader**  
 East Stroudsburg Area School District  
 50 Vine Street  
 East Stroudsburg, PA 18301

**SHIP TO:**

**Jeffrey Bader**  
 East Stroudsburg Area School District  
 50 Vine Street  
 East Stroudsburg, PA 18301

Account Name: East Stroudsburg Area School District

Location: East Stroudsburg Area School  
 District-20 Biometric Pro Touchpoint  
 Kiosk

Contact Name: Jeffrey Bader

Comments: East Stroudsburg Area School District-20 Biometric Pro Touchpoint Kiosks.

Product Name	Product Code	Qty	List Price	Total
Touchpoint Pro Biometric Kiosk (The Touchpoint Pro Biometric Kiosk - Powered by identiMetrics, is an all in-one wall mountable system with a 10 inch HD touchscreen, built-in biometric finger scanner, Wi-Fi, ethernet, traffic light, stereo speakers and built-in battery backup. It also has Power over Ethernet and shatter proof screen. The Pro can be customized for your specific requirements. It has a 36 month warranty.)		20	\$1,950.00	\$39,000.00
Discount Touchpoint No 4G Internet Failover and Quantity Discount		20	(\$400.00)	(\$8,000.00)
identiMetrics Biometric Engine™ for Frontline Absence and Time® - Initial License (Includes identiMetrics™ Finger Scanning ID software, online installation & training. identiMetrics is a Preferred Partner of Frontline Technologies® and the identiMetrics Finger Scanning ID System™ is approved for use with Frontline Absence and Time®. Initial License renews at 20% annually.)		1	\$1,500.00	\$1,500.00
identiMetrics Biometric Engine Booster™ (The identiMetrics Biometric Engine Booster™ is needed for each scan station connection to the biometric engine that is in excess of 15 connections. Initial License renews at 20% annually.)		5	\$100.00	\$500.00
identiMetrics Scan Point™ Software (Kiosk/Handheld/Laptop) - Initial License (Initial License includes: Biometric ID Software, Online Installation, Configuration. Does NOT include hardware. Renews Annually at 20%.)		20	\$600.00	\$12,000.00
identiMetrics Scan Point™ Software (Kiosk/Handheld/Laptop) - Initial License - Volume Discount		20	(\$30.00)	(\$600.00)
identiMetrics Manager Enrollment & ID Station™ - (Kiosks/Handheld /Laptop) (Includes identiMetrics™ Finger Scanning ID software and USB finger scanner hardware. Includes Manager, Enrollment and Scanner Manager modules. Allows user enrollment, database administration, end-of-year processing, software settings and scanning to the host application. Operates on your Windows PC or Tablet. Initial License renews at 20% annually.)		1	\$600.00	\$600.00

35

Product Name	Product Code	Qty	List Price	Total
identiMetrics Manager Enrollment & ID Station™ - (Kiosks/Handheld/Laptop) - Volume Discount		1	(\$30.00)	(\$30.00)
Touchpoint Biometric Kiosk Shipping & Handling		20	\$50.00	\$1,000.00
			Sub Total	\$45,970.00
			Tax	\$0.00
			<b>Total</b>	<b>\$45,970.00</b>

## How to Place Your Order with identiMetrics

### Select Your Method of Payment

Credit Card

*identiMetrics accepts Visa, MasterCard and American Express.*

PCard

*identiMetrics gladly participates in the West Virginia State Purchasing Card Program.*

*Please call Stefan Dunphy at 215-836-5640 ext. 107 with your PCard information.*

Check

*identiMetrics will ship your order when we receive your payment.*

identiMetrics, Inc.  
400 York Road, Ste. 200  
Jenkintown, PA 19046

Purchase Order

*Send your School Purchase Order and the contact information for the Invoice Approver and Accounts Payable person to:*

Fax: 215-935-6148

*or*

Email your Account Manager

*identiMetrics will ship your order when the invoice has been approved.*

***The invoice is payable upon receipt.***

37



**Please provide the following information when placing your order:**

**Invoice Approver**

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**email:** \_\_\_\_\_

**Accounts Payable**

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**email:** \_\_\_\_\_

**Thank you for your business!!**

identiMetrics, Inc.  
400 York Road, Suite 200  
Jenkintown, PA 19046  
215-836-5640 Voice \* 215-935-6148 Fax  
[www.identimetrics.net](http://www.identimetrics.net)

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**identiMetrics software is compatible with Win 10, Win 8, Win 7, Apple MAC running Windows compatibility software.**

**Additional ID stations may be added to your identiMetrics System. They can be used to identify students in the cafeteria, nurse's office and library; for attendance and late attendance; at the school entrance; on the bus; for dances and athletic events – everywhere in your school where you need to identify students!**

**For orders of \$25,000 or more a 30% deposit is due upon receipt of the order.**

IU FUEL BID AWARD 2018-19  
12/14/2017

ESASD BID TALLEY 2018-19 IU JOINT PURCHASING BID

PRODUCT	2017-18		2018	
	VENDOR	BID	VENDOR	BID
#2 Fuel Oil Tank Transport, Firm	Talley Petroleum, Grantville, PA	\$ 1.6722	Talley Petroleum, Grantville, PA	\$ 1.8935
#2 Fuel Oil Consumer Tank, Fluctuating	PAPCO, Ashton, PA	\$ 2.0543	Talley Petroleum, Grantville, PA	\$ 2.2146
Bio- Diesel 5%	Talley Petroleum, Grantville, PA	\$ 1.7474	Talley Petroleum, Grantville, PA	\$ 1.9691
Add-on for Winter additive	Talley Petroleum, Grantville, PA	\$ 0.0300	Talley Petroleum, Grantville, PA	\$ 0.0250
Add-on for Kerosene additive	Talley Petroleum, Grantville, PA	\$ 0.5900		
Off-road Diesel Consumer Tank, Fluctuating	Talley Petroleum, Grantville, PA	\$ 2.1102	Talley Petroleum, Grantville, PA	OPIS +\$1.7845

Prepared by: PPL Electric Utilities  
Return to: PPL Electric Utilities  
ROW Department  
2424 Rte. 715 S.  
Tannersville, Pa. 18372  
Attn.: Ron Borger

**PARID NOS:** 05-5/2/8/9 & 05-5/2/14/1

**This instrument solely grants, vests  
or confirms a public utility easement.**

Form 4337 (8/2014)

W.O. Number:							
5	8	0	3	6	3	8	9



**GRANT OF RIGHT-OF-WAY**  
Corporation

KNOW ALL MEN BY THESE PRESENTS, That East Stroudsburg Area School District, a corporation of Pennsylvania hereinafter called "GRANTOR", intending to be legally bound, does hereby for itself and its successors and assigns grant unto **PPL ELECTRIC UTILITIES CORPORATION ("PPL")**, its successors and assigns, the right to construct, reconstruct, operate and maintain its electric and communication facilities consisting of underground facilities as shown on the plan hereto attached and made a part hereof including such other wires, cables, fixtures and apparatus necessary for the convenient transaction of the business of PPL, upon, across, over, under and along the property identified as County Tax Parcel Nos. 05-5/2/8/9 and 05-5/2/14/1 which the undersigned owns or has any interest located along S.R. 0209 situate in the Borough of East Stroudsburg, County of Monroe, Commonwealth of Pennsylvania; including the right of ingress and egress to and from the said lines for any of the aforesaid purposes; also the right to cut down any and all trees within five (5) feet each side of centerline of the electric/communication line and the right to trim any and all trees within five (5) feet each side of centerline of the electric/communication line; and to remove brush along said lines which in the judgment of said PPL menace the said lines; and also the right to permit the attachment of wires and cables of any other person or company to said poles. Any poles or facilities erected hereunder along a highway, whether within or outside the highway limits, may be relocated to conform to new or relocated highway limits. PPL shall restore the property to substantially the same condition that the property was in prior to installation, maintenance or repair of the electric facilities.

IN WITNESS WHEREOF, Grantor has caused this agreement to be executed in its corporate name by its proper officers, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

East Stroudsburg Area School District

By:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Name: Robert Huffman

Title: President

COMMONWEALTH OF PENNSYLVANIA )

: SS

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017 before me, the undersigned officer, personally appeared Robert Huffman who acknowledged himself to be the President of East Stroudsburg Area School District, a Pennsylvania corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

\_\_\_\_\_  
Notary Public