

## V. ITEMS OF DISCUSSION

- a. Blended School Proposal

2018-2019 School Year  
Blended School of Choice  
Budget Proposal

Dr. William Vitulli / Director Cyber Academy

## Background

Over the last several years the East Stroudsburg Area Cyber Academy has transformed into a very viable program. The program continues to grow in student enrollment and continues to develop to address the needs of the many different students in its enrollments. Currently, there are 160 students enrolled in the academy with over 100 of them being fulltime students. Additionally, the expense of running the program has been declining in the same period to a low of about \$140,000 with no-doubt a significant savings to the district budget. Historically, the average annual enrollment expense related to students who attend competing cyber charters is approximately \$17,000 per student to the district.

Despite our efforts and the reported growth over the years, the success of cyber students remains to be lower than the district is willing to accept. It is generally agreed upon in research that the typical cyber school has about a 50% success rate (that is considered generous by some researchers). The current success rate for our cyber academy students is around 70%. While this is significantly better than the national average, it is still below the level we feel is appropriate.

To enhance our cyber programs success rate, we proposed the district proceed to the next level of personalized learning, a blended program. A blended program incorporates both face-to-face learning with online offsite learning. As proposed last year, this program would provide a fluid environment for those students who are attending the cyber program full-time. After all students attend the initial orientation weeks, their requirement of being physically present at our school choice facility (located at JTL) would be dependent on their performance and needs to ensure their success. In addition, this program can provide our 5<sup>th</sup> year seniors with the necessary structure to complete their needed courses in a time frame that will allow them be counted in their appropriate cohort.

This next step in personalized learning is congruent with the district's current vision of expanding student learning with the assistance of technology and the district could benefit from what is learned through this program. The benefit of this program should not be analyzed by finances alone, however, the potential savings to the district is substantial when considering the potential payout to our local cyber charter schools.

Blended Proposed Budget

<u>Item:</u>	<u>Cost:</u>	<u>Total:</u>
Professional Staff		
4 Teachers	@ \$44,000 each	\$176,000
Benefits	@ 70% of Salary	\$123,200
Support Staff		
1 Secretary	@ \$15.45/hr	\$30,243
Benefits	@ 70% of Salary	\$22,495
Administration		
1 Secondary Principal	@ \$110,381	\$110,381
Benefits	@ 70% of Salary	\$77,266
Transportation		
2 Shuttle Runs	@ \$8,700	\$8,700
(1 at no expense)		
Furniture	@ \$15,000	\$15,000
Renovation Needs	@ \$20,000	\$20,000
Technology Needs		
Printer	@ \$1,500	\$1,500
2 Projectors	@ \$1,900/ea	\$3,800
Paper/Supplies	@ \$5,000	\$5,000
Total		
Estimated Add'l Expense		\$593,585.00
Anticipated Expenses for 2018-2019 Cyber Program		<u>\$143,000.00</u>
Total		\$736,585.00



## V. ITEMS OF DISCUSSION

### c. PEPPM Mini Bid Results

<u>Equipment Description</u>	<u>Manufacturer</u>	<u>Part#</u>	<u>Quantity</u>	<u>MSRP</u>	<u>PEPPM (Base Pricing)</u>	<u>ePlus</u>
Stacking Hardware for Switches	Stacking Hardware for 2960x Cisco Switches	2960X-STACK	21	\$25,095.00	\$14,755.86	\$11,543.70
10 GB SFP Module for Switches	Cisco 10 GB SFP Modules for Cisco Catalyst Switches	SFP-10G-LRM	50	\$55,000.00	\$29,253.00	\$25,300.00
Uninterruptable Power Supply (UPS)	APC Smart-UPS 2200	SMT2200RM2U	15	\$17,625.00	\$14,718.75	\$14,618.10

<b>TOTAL</b>	\$97,720.00	\$58,727.61	\$51,461.80
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eRateable (80%)	\$41,169.44
District Share (20%)	\$10,292.36

The following manufacturers/vendors are listed on the PEPPM contract under the **Cabling/Connectors** category and were contacted to submit bids. ePlus was the only company to submit a bid for items in this category.

- ADVA Optical Networking - Walker and Associates, Inc.
- APC - ePlus Technology, Inc.
- Atlona Technologies - Sage Technology Solutions
- B&B Electronics - En-Net Services, LLC
- Belkin - En-Net Services, LLC
- Berktek - Vector USA
- Black Box Network Services - Unistar-Sparco Computers, Inc
- Cables2Go - Whalley Computer Associates, Inc.
- CABLExpress - CXtec
- Cisco - ePlus Technology, Inc.
- Comprehensive - JP Lilley & Son, Inc.
- Copper Cables Direct - En-Net Services, LLC
- Dell - SYNEX Corp.
- DMSI - En-Net Services, LLC
- Fluke - CDWG
- Gigamon - Brite Computers
- Hewlett Packard, Servers/Networking - SYNEX Corp.
- Hitachi Cable America - Hite Company
- Hubbell - Schaedler Yesco Distribution
- logear - En-Net Services, LLC
- Lantronix - En-Net Services, LLC
- Panduit Corporation - Dauphin DataCom
- Primus Cable - KIT Communications

The following manufacturers/vendors are listed on the PEPPM contract under the **UPS** category and were contacted to submit bids. ePlus was the only company to submit a bid for items in this category by the deadline of Wednesday, February 7th, 2018, 12:00 pm. En-Net Services did submit a bid on Thursday, February 8th, 2018, 8:29 am, 20 hours after the deadline.

- APC - ePlus Technologies
- Black Box Network Services - Unistar-Sparco Computers, Inc.
- CABLExpress - CXtec
- Dell - SYNEX Corp.
- Hewlett Packard, Servers/Networking - SYNEX Corp.
- Avaya - Avaya, Inc.
- Eaton - En-Net Services, LLC
- Liebert - Liebert Corp.
- Minuteman - En-Net Services, LLC

V. ITEMS OF DISCUSSION

e. MCTI 2018-19 Budget





# MONROE CAREER & TECHNICAL INSTITUTE

2018-2019 PROPOSED BUDGET

FEBRUARY 5, 2018

Diane M Serfass, PRSBA  
Business Manager



# STUDENT & EMPLOYEE STATS

- 956 STUDENTS ON AVERAGE
- TOTAL OF 81 FT & 3 PT EMPLOYEES
  - 38 TEACHERS
  - 7 ADMINISTRATORS
  - 36 FT AND 3 PT SUPPORT PERSONNEL, SECRETARIES, CLERKS, MAINTENANCE/CUSTODIAL, CAFETERIA WORKERS, AND INSTRUCTIONAL AIDES
- 510 ADULT CONTINUING EDUCATION STUDENTS.
- 40 PT TEACHERS IN THE ACE





**MONROE CAREER AND TECHNICAL INSTITUTE  
2018-2019 DISTRICT QUOTA PERCENTAGES**

**QUOTAS:** Based on percent of district average daily membership compared to total county ADM.

**DISTRICT POPULATION:** 9th, 10th, 11th including special education and AVTS students from prior year end attendance reports

**COUNTY ADM TOTAL:** 7,043.35

	Students Returning	Budget Year Quota Students	Total Student Capacity	Capacity percentage by district
East Stroudsburg School District 1,911.338 ÷ 7,043.35 =	145	128 27.14% X 473	273	24.85%
Pleasant Valley School District 1,343.753 ÷ 7,043.35 =	128	90 19.08% X 473	218	19.84%
Pocono Mountain School District 2,413.736 ÷ 7,043.35 =	208	162 34.27% X 473	370	33.65%
Stroudsburg School District 1,374.524 ÷ 7,043.35 =	146	92 19.52% X 473	238	21.66%
<b>TOTAL</b>	<b>627</b>	<b>473</b>	<b>1,100</b>	<b>100.00%</b>

**Articles of Agreement 12**      ENTERING PUPIL QUOTAS

Quotas of students shall be established for each participating school district, in accordance with the percentage of average daily membership of public and resident non-public pupils in grades 9, 10 and 11 in each participating school district as it relates to the total average daily membership of resident public and non-public pupils in grades 9, 10, and 11 of the participating school districts. This percentage shall be based on the average daily membership of resident public and non-public pupils as determined on the one hundred eightieth (180) attendance day of the preceding calendar year of admission of pupils. Should any of the participating school districts in any given year have fewer applicants than this quota permits, the unfilled quota may be filled by applicants from the other participating school districts as recommended by the Professional Advisory Committee. Students enrolled in the School shall have priority and remain in attendance until courses are completed, as long as the educational progress is satisfactory, and subject to the provision of Article 11 of this Agreement.



**MONROE CAREER AND TECHNICAL INSTITUTE  
2018-19 FOUR YEAR ROLLING AVERAGE WORKSHEET**

4 YEAR INFORMATION		ESASD	PVSD	PMSD	SASD	TOTAL
ADM per PDE report						MCTI ADM
MCTI ADM 6/30/17 subsidy report	197.000	213.000	303.000	177.000	890.000	
MCTI ADM 6/30/16 subsidy report	202.877	230.110	292.303	167.889	893.179	
MCTI ADM 6/30/15 subsidy report	202.640	251.408	271.696	164.137	889.881	
MCTI ADM 6/30/14 subsidy report	207.170	280.297	290.551	172.480	950.498	
<b>Total 4 year ADM's</b>	<b>809.687</b>	<b>974.815</b>	<b>1,157.550</b>	<b>681.506</b>	<b>3,623.558</b>	
<b>4 year Average ADM</b>	<b>202.422</b>	<b>243.704</b>	<b>289.388</b>	<b>170.377</b>	<b>905.890</b>	
<b>4 yr ADM avg</b>					<b>905.890</b>	
<b>Budget % :</b>	<b>22.345%</b>	<b>26.902%</b>	<b>31.945%</b>	<b>18.808%</b>	<b>100.000%</b>	

Per Articles of Agreement #16.

(b) Current Expenditures

OPERATING PAYMENTS

3. The current budgeted operating expenditures of the School shall be funded by the participating school districts based on the four-year ADM method, expressed as a percentage. This ratio will be applied to the total operating expenditures resulting in a fixed total funding amount for each such district. This funding will be paid in the form of one-twelfth of the total funding amount of each district, due on or before the advertised regularly scheduled Joint Operating Committee Meeting held each month.
4. For 2015-2016, the four-year ADM method will be utilized.



**MONROE CAREER AND TECHNICAL INSTITUTE  
PROPOSED DISTRICT OPERATING PAYMENTS 2018-2019 WITH CAPITAL IMPROVEMENT ALLOCATION**

OPTION B	2018-2019 4 YEAR ROLLING AVERAGE	ACTUAL		Monthly payment	BUDGETARY RESERVE	TOTAL DISTRICT BUDGET
		DISTRICT PAYMENTS	DISTRICT PAYMENTS			
East Stroudsburg SD CAPITAL IMPROVEMENT FUND	22.35%	\$ 1,863,749	\$ 160,205	\$ 155,312 \$ 13,350	\$ 49,159	\$ 1,912,908 \$ 160,205
Pleasant Valley SD CAPITAL IMPROVEMENT FUND	26.90%	\$ 2,243,843	\$ 171,049	\$ 186,987 \$ 14,254	\$ 59,185	\$ 2,303,027 \$ 171,049
Pocono Mountain SD CAPITAL IMPROVEMENT FUND	31.95%	\$ 2,664,465	\$ 208,083	\$ 222,039 \$ 17,340	\$ 70,279	\$ 2,734,744 \$ 208,083
Stroudsburg SD CAPITAL IMPROVEMENT FUND	18.81%	\$ 1,568,700	\$ 131,393	\$ 130,725 \$ 10,949	\$ 41,377	\$ 1,610,077 \$ 131,393
<b>TOTAL</b>	<b>100.00%</b>	<b>\$ 8,340,756</b>	<b>\$ 8,340,756</b>	<b>\$ 695,063</b> <b>\$ 55,894</b>	<b>\$ 220,000</b> <b>-</b>	<b>\$ 8,560,756</b> <b>\$ 670,729</b>
		\$ 9,011,485	\$ 9,011,485	\$ 750,957	\$ 220,000	\$ 9,231,485

**Articles of Agreement 16 OPERATING PAYMENTS**

**Current Expenditures**

The current budgeted operating expenditures of the School shall be funded by the participating school districts based on the four-year ADM method, expressed as a percentage. This ratio will be applied to the total operating expenditures resulting in a fixed total funding amount for each such district. This funding will be paid in the form of one-twelfth of the total funding amount of each district, due on or before the advertised regularly scheduled Joint Operating Committee Meeting held each month.

**Budget Balances**

Upon completion of audit, adjustments to total payments for each district for the year will be determined in the same ratio as noted above. This adjustment will be a result of any balance of funds remaining unexpended or unencumbered or any deficit balance in the treasury of the School, and will be billed or credited to the respective schools.

Budgetary Reserve Is a standard \$220,000 per year.



# REVENUES

- 87% COMES FROM THE SENDING DISTRICTS
- THAT AMOUNT IS CALCULATED ON A 4 YEAR ROLLING AVERAGE OF THE ADM'S OF EACH DISTRICT
- REMAINING 13% COMES FROM INTEREST EARNED, RETIREMENT RESERVES, PRODUCTION SHOPS, AND PDE SOCIAL SECURITY AND RETIREMENT REIMBURSEMENTS



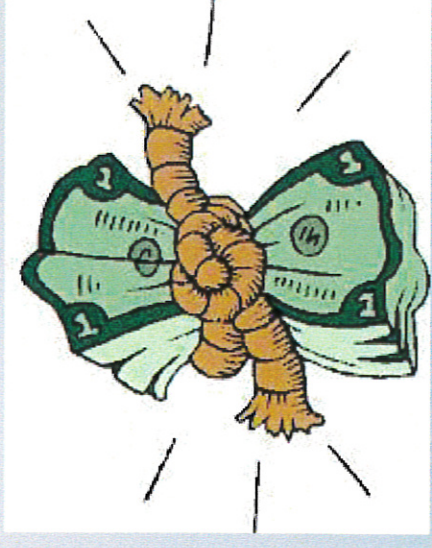


		2018-2019		2017-2018
REVENUE		BUDGET	NET INCREASE	BUDGET
6510	Anticipated Interest Income	10,000	3,500 53.85%	6,500
6946	Transfers from School Districts	8,340,756	193,487 2.37%	8,147,269
6946.1	Budgetary Reserve (if needed)	220,000	0 0.00%	220,000
9000	Retirement Reserve	105,000	0 0.00%	105,000
6999	Production Shop Revenue	60,000	0 0.00%	60,000
7810	State Share of Social Security	165,027	868 0.53%	164,159
7820	State Share of Retirement	716,178	23,390 3.38%	692,788
	<b>TOTAL REVENUE</b>	<b>9,616,961</b>	<b>221,244 2.35%</b>	<b>9,395,717</b>



# EXPENDITURES

- FILLING A VACANT A SUPERVISOR OF PUPIL SERVICES
- \$85,000 START UP COSTS FOR NEW MIS PROGRAM
- \$20,000 INCREASE FOR 1<sup>ST</sup> PLACE COMPETITION WINNERS AT STATES AND NATIONAL COMPETITIONS
- PSERS RATE OF 33.43% OF SALARIES, INCREASE OF .86%
- 7% INCREASE IN HEALTH CARE RATES
- A BUDGETARY RESERVE OF \$220,000







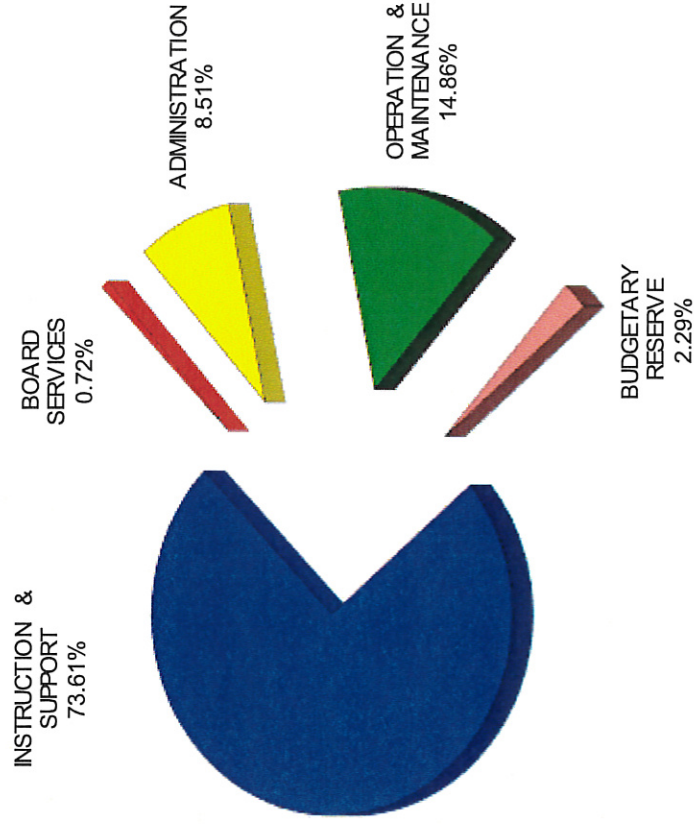
EXPENDITURES	2018-2019		2017-2018	
	BUDGET	NET INCREASE	BUDGET	BUDGET
1100 Regular Education	504,830	7,514	1.51%	497,316
1200 Special Education	613,146	24,456	4.15%	588,690
1300 Vocational Education	4,091,252	111,671	2.81%	3,979,581
2110 Student Services	238,076	14,805	6.63%	223,271
2120 Guidance Services	255,513	(34,739)	-11.97%	290,252
2220 Audio Visual Services	12,000	2,000	20.00%	10,000
2240 Technology Integration	0	0	0.00%	0
2260 Curriculum Development	218,932	(15,639)	-6.67%	234,571
2260 Career Academic Integration	132,079	483	0.37%	131,596
2270 Staff Development **/Tuition	30,300	(12,700)	-29.53%	43,000
2310 Board Services	4,400	100	2.33%	4,300
2340 Negotiation Services	10,000	10,000	0.00%	0
2350 Legal Services	55,000	5,000	10.00%	50,000
2360 Administrative Services	434,952	5,089	1.18%	429,863
2370 Community Relations Services	10,000	(600)	-5.66%	10,600
2380 Principal Services	288,001	11,726	4.24%	276,275
2400 Health Officer*	97,692	4,734	0.00%	92,958
2500 Business Office Services	373,782	35,858	10.61%	337,924
2600 Operation & Maintenance of Plant	1,334,900	7,563	0.57%	1,327,337
2660 Security Officer/Cafeteria Monitors***	94,598	2,391	2.59%	92,207
2800 Technology Services/Tuition	548,808	21,433	4.06%	527,375
3200 Student Activities	48,700	20,100	70.28%	28,600
5900 Budgetary Reserve	220,000	0	0.00%	220,000
<b>TOTAL EXPENDITURES</b>	<b>9,616,961</b>	<b>221,244</b>	<b>2.35%</b>	<b>9,395,717</b>
*New Function code for Health Officer				
**Pdde moved TUITION to this function code @ 7/1/16				
***New Function code for Security Officer				
				9



# Monroe Career and Technical Institute OPERATING BUDGET -2018-2019

## BY Function:

	2018-2019
<b>INSTRUCTION &amp; SUPPORT</b>	
Regular Education	504,830
Special Education	613,146
Vocational Education	4,091,252
Pupil Services	238,076
Guidance/Health Services	353,205
Technology Integration	0
Curriculum Development	218,932
Career Academic Integration	132,079
Staff Development	30,300
Audio Visual	12,000
Computer Services	548,808
Principal Services	288,001
Student Activities	48,700
	<b>\$7,079,329</b>
<b>BOARD SERVICES</b>	
Board Services	4,400
Negotiation Services	10,000
Legal services	55,000
	<b>\$69,400</b>
<b>ADMINISTRATION</b>	
Administrative Services	434,952
Community Relations	10,000
Business Office	373,782
	<b>\$818,734</b>
<b>OPERATION &amp; MAINTENANCE</b>	
Operation & Maintenance	1,334,900
Security Officer/Cafeteria Monitors	94,598
Building & Other Transfers	0
	<b>\$1,429,498</b>
<b>BUDGETARY RESERVE</b>	
	220,000
	<b>\$220,000</b>
<b>TOTAL</b>	<b>9,616,961</b>

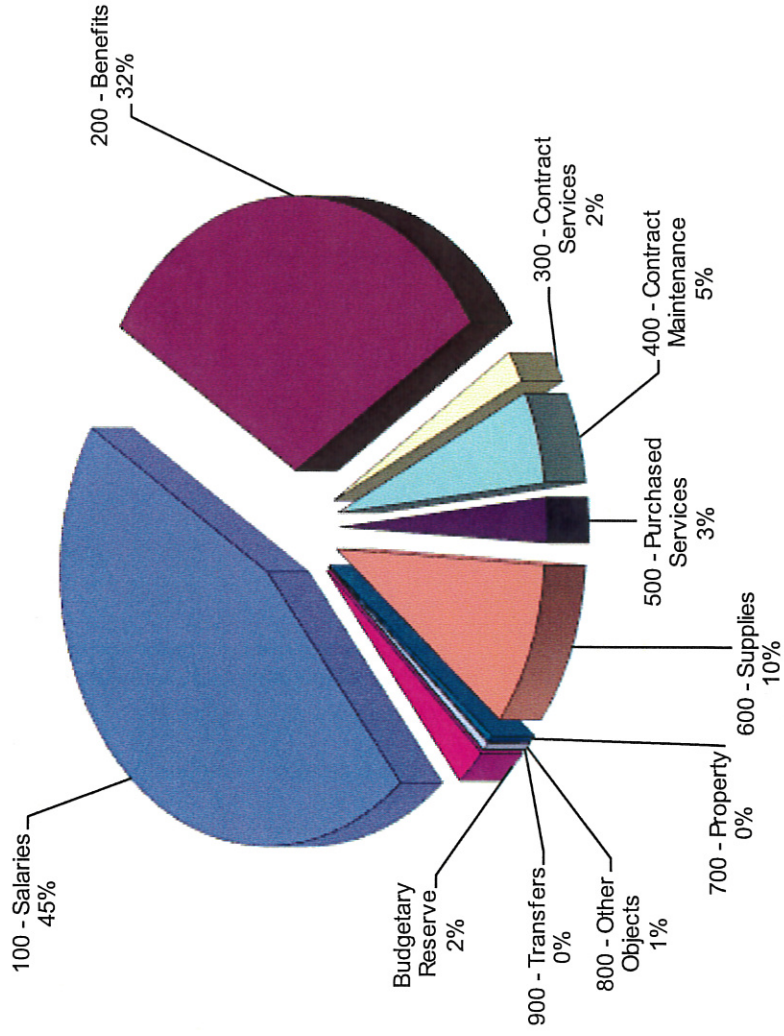




**Monroe Career and Technical Institute  
OPERATING BUDGET -2018-2019**

**BY Object:**

<b>100 - Personnel Services, Salaries &amp; Wages</b> 45%	<b>\$4,314,442</b>
<b>200 - Personnel Services, Employee Benefits</b> 33%	<b>\$3,093,928</b>
<b>300 - Purchased Professional &amp; Technical Services</b> 2%	<b>\$183,065</b>
<b>400 - Purchased Property Services</b> 5%	<b>\$519,750</b>
<b>500 - Other Purchased Services</b> 3%	<b>\$256,050</b>
<b>600 - Supplies</b> 9%	<b>\$938,399</b>
<b>700 - Property</b> 0%	<b>\$44,000</b>
<b>800 - Other Objects</b> 1%	<b>\$47,327</b>
<b>900 - Transfers</b> 0%	<b>\$0</b>
<b>Budgetary Reserve</b> 2%	<b>\$220,000</b>
<b>TOTAL</b>	<b>\$9,616,961</b>





# History of PSERS & Health Care

Object 230		Object 211	
	PSERS		Health Care
	Increase		Increase
18-19	1,458,996	18-19	1,112,616
17-18	1,431,208	17-18	1,082,869
16-17	1,363,906	16-17	1,078,882
15-16	1,163,836	15-16	1,078,882
14-15	937,043	14-15	1,031,376
Total State Mandate over 5 years		Part of IU20 Health Care Consortium	
\$1,076,483		\$ 152,868	



# DISTRICT PAYMENT WITH HISTORY WITH BUDGETARY RESERVE AND CAPITAL IMPROVEMENT BUDGET

## 2018-2019

	2018-2019 BUDGET	Incr/Decr of Previous Oper. Budget	2017-2018 BUDGET	2016-2017 BUDGET	2015-2016 BUDGET	2014-2015 BUDGET
East Stroudsburg	\$1,912,908	1.60%	\$1,882,758	\$1,821,338	\$1,803,101	\$1,858,962
Pleasant Valley	\$2,303,027	-1.57%	\$2,339,741	\$2,398,702	\$2,329,019	\$2,078,276
Pocono Mountain	\$2,734,744	5.15%	\$2,600,735	\$2,622,941	\$2,667,642	\$2,642,275
Stroudsburg	\$1,610,077	4.28%	\$1,544,035	\$1,493,315	\$1,511,164	\$1,487,795
Totals	\$8,560,756	2.31%	\$8,367,269	\$8,336,296	\$8,310,926	\$8,067,308

	2018-2019 CAPITAL BUDGET	Incr/Decr of Previous Budget	CAPITAL BUDGET	CAPITAL BUDGET	CAPITAL BUDGET	CAPITAL BUDGET
East Stroudsburg	\$160,205	100.00%	\$0	\$231,027	\$230,797	\$238,756
Pleasant Valley	\$171,049	100.00%	\$0	\$169,239	\$170,133	\$166,929
Pocono Mountain	\$208,083	100.00%	\$0	\$382,876	\$379,494	\$373,301
Stroudsburg	\$131,393	100.00%	\$0	\$168,036	\$170,996	\$174,622
Totals	\$670,729	100.00%	\$0	\$951,178	\$951,420	\$953,608

	2018-2019 TOTAL BUDGET	Incr/Decr of Previous Budget	2017-2018 TOTAL BUDGET	2016-2017 TOTAL BUDGET	2015-2016 TOTAL BUDGET	2014-2015 TOTAL BUDGET
East Stroudsburg	\$2,073,112	10.11%	\$1,882,758	\$2,052,365	\$2,033,898	\$2,097,718
Pleasant Valley	\$2,474,077	5.74%	\$2,339,741	\$2,567,941	\$2,499,152	\$2,245,205
Pocono Mountain	\$2,942,826	13.15%	\$2,600,735	\$3,005,817	\$3,047,136	\$3,015,576
Stroudsburg	\$1,741,469	12.79%	\$1,544,035	\$1,661,351	\$1,682,160	\$1,662,417
Totals	\$9,231,485	10.33%	\$8,367,269	\$9,287,474	\$9,262,346	\$9,020,916



**THANK YOU!**



## V. ITEMS OF DISCUSSION

f. FRS Agreement



**Exclusive Authorization Agreement for Claims Management:  
Lithium Ion Battery Products Indirect Purchaser Antitrust Class Action  
Action(s)**

This Authorization Agreement, effective \_\_\_\_\_, (the "Agreement") is entered into between \_\_\_\_\_, headquartered at \_\_\_\_\_, and all of its affiliated businesses and subsidiaries ("Client") and Financial Recovery Services, Inc. d/b/a Financial Recovery Strategies, located at 80 Wesley Street, South Hackensack, NJ 07606 ("FRS").

**Scope of Agency Relationship:** Client appoints FRS as exclusive recovery agent with full assignment authority to prepare and submit Client's claim(s) to participate in the recoveries provided by the settlement or other resolution of the above-referenced action(s). FRS shall determine, based on information provided by Client, Client's eligibility, and, based upon that determination, shall prepare and submit Client's claim(s).

**Client's Knowing Retention of FRS:** Client acknowledges that, although it has the right to file a claim on its own and to not hire FRS to participate in the monetary relief provided by the resolution of any action, Client, of its own volition, has determined to hire FRS to do so. FRS will make reasonable efforts to file complete and accurate claim(s), and to secure on behalf of Client payment(s) in connection with such claim(s).

**Client Assistance:** Client shall provide FRS with the assistance and documentation that FRS deems necessary to complete Client's claims, and acknowledges that Client's failure timely to do so, or to provide accurate contact information, including email addresses, phone numbers and mailing addresses, may result in FRS not filing Client's claims or in a reduced recovery for Client. Client authorizes FRS to communicate with Client via email, phone, voice cast or direct mail to the extent FRS deems necessary to complete claims and to keep Client notified of potential recovery opportunities.

**FRS Compensation:** For locating, advising and providing to otherwise unbeknownst Client notice of opportunities to recover from the resolution of the above-referenced action(s), and for managing Client's claim(s), Client agrees to pay FRS 33% of all proceeds received by FRS in connection with each claim filed pursuant to this Agreement. All such proceeds shall be paid directly to FRS which, within thirty days of receipt, shall disburse to Client Client's recovery less FRS's compensation described herein. FRS also shall provide Client with a copy of the disbursement documentation (e.g., check(s)) that FRS receives from the claims administrator. If Client receives the proceeds, Client shall, within thirty days of receipt, forward to FRS a copy of the disbursement documentation together with FRS's commission. If Client does not do so, Client agrees to pay, in addition to any commission awarded or paid to FRS, any and all collection, court and legal expenses FRS incurs to obtain its commission.

**FRS Role:** Client understands that FRS's sole responsibility pursuant to this Agreement is to investigate, collect and submit documentation concerning Client's claims as described herein, and that FRS is not Client's attorney, is not providing Client with legal representation, is not practicing law, is not class counsel or a representative of any government, is not a claims administrator, and is not professing to possess any specialized legal skills necessary to complete any forms to obtain recovery.

**Confidentiality:** Information about Client that is provided by Client or is obtained by FRS through Client pursuant to this Agreement is confidential. FRS will use such Client information solely for the purpose of filing in Actions claims on behalf of Client, and to inform Client about other potential recovery opportunities. Following the completion of the claim process and upon payment of FRS's fees, FRS will destroy any and all confidential information about Client except for one archival copy that FRS may keep for its records. Client understands that FRS, on its website and in its marketing materials, may identify Client as a client of FRS and, in that connection, may display Client's logo.

**Construction and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to the conflicts of law principles that would result in the application of other law, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with the laws of the State of New Jersey. Each of the parties hereto submits itself to the exclusive jurisdiction of the Courts of the State of New Jersey, sitting in Bergen County, and consents that any action or proceeding related to the matters contemplated by or arising from this Agreement may be brought in such courts, and waives any objection to the venue of any such action or proceeding in any such court.

**Binding Effect, Assignment:** This Agreement covers all of Client's related entities and locations, and shall be binding upon and inure to the benefit of FRS and Client and to their successors and assigns. Should Client seek to assign any claim for which FRS has been engaged pursuant to this Agreement, Client shall provide FRS with the option to meet any offer received by Client, and, in the event that Client assigns any such claim to a party other than FRS, Client shall advise the purchaser of FRS's rights hereunder.

**Client has read, understands and agrees to the provisions of this Agreement as of the date first above written. By signing this Agreement, the signer attests that he or she is authorized by Client to enter into it. FRS will transmit within ten days an acknowledgement of receipt of this executed Authorization Agreement, which is not considered received by or binding upon FRS until Client receives the acknowledgement; accordingly, Client should contact FRS if Client does not timely receive an acknowledgement.**

**FINANCIAL RECOVERY STRATEGIES**

\_\_\_\_\_  
FEIN or Business Number ( )

By \_\_\_\_\_

By \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Title \_\_\_\_\_

Contact Email \_\_\_\_\_

Contact Phone \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_