

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

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

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**THIS AGREEMENT** is made this Eighth day of July, 2016, by and between:

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

**AND**

**Ian Flint** (the "Contractor")

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

**1. Nature of Position**

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

**2. Scope of Duties**

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

**3. Breach of Agreement**

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

## SCHEDULE A

Description of Service to be performed (be specific):

Mr. Flint will be responsible for writing the drill (coordinated movement) for the South High School Marching Band for the Fall 2016 season. This drill should fit the style of the music and the basic abilities of the band, as described by the band director.

The first tune of the drill should be delivered by the first day of band camp, Monday, August 1, 2016, and all drill should be completed by Wednesday, August 10.

Location of Services:

East Stroudsburg High School South  
279 North Courtland Street  
East Stroudsburg, PA 18301

Effective Date: August 1 – August 31, 2016

Professional Fee:

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

b) Fixed Rate: \$ 1750.00

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

Budget Code: 10-3200-330-000-30-31-44

Department: Instrumental Music

District Initiator: Katie N. Clogg

Authorization for Payment: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Order # \_\_\_\_\_

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

CONTRACT FOR SERVICE  
(REVENUE GENERATING)

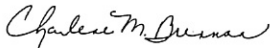
This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and East Stroudsburg Area School District, 50 Vine Street, East Stroudsburg, PA 18301, (570) 424-8500.

East Stroudsburg Area School District will utilize Colonial Intermediate Unit 20's online CPR/First Aid Certification account to purchase online CPR/First Aid Certifications at a fee of \$25.99 per Certification.

The total amount of this contract will be based on the total number certificates purchased. This contract will be in effect from October 1, 2016 through June 30, 2017.

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

The signed contract must be returned to Mr. Jon Wallitsch, Director of Fiscal Affairs, at the Intermediate Unit Office.

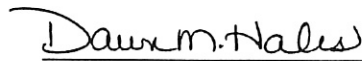


Dr. Charlene M. Brennan  
Executive Director

10 / 26 / 2016

Date

East Stroudsburg Area School District  
Superintendent



Mrs. Dawn M. Hales  
Secretary to the Board

10 / 27 / 2016

Date

Federal ID Number

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

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

**THIS AGREEMENT** is made this 1 day of September 2016, by and between:

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

**AND**

**Donna Petterson** (the "Contractor") of Mad Science of Lehigh Valley

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

1. **Nature of Position**

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

2. **Scope of Duties**

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

3. **Breach of Agreement**

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

4. **Notices**

## SCHEDULE A

Description of Service to be performed (be specific):

*Mad Science will present hands-on presentations as part of Middle Smithfield Title I Parent Involvement meetings.*

Location of Services:

*Middle Smithfield Elementary School  
5180 Milford Road  
East Stroudsburg, PA 18302*

Effective Date:

September 20, 2016    October 18, 2016    February 7, 2017    March 7, 2017

Professional Fee:

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

b) Fixed Rate:                      \$200.00 per session for total of \$800.00

c) Are expenses included?    YES    NO

If no, please itemize:

*10-3310 - 330 412 - 10 - 214 - 00 - 00 - 9192*

Budget Code: *10-3300-300-440-10-14-92*

Department: Title I Parent Involvement

District Initiator: *David [Signature]*

Authorization for Payment: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Order # \_\_\_\_\_



### Photo Booth Rental Event Details

- ❖ **Type of Event** Prom **Date** 5-6-17
- ❖ **Client Name(s)** Amalia Aguilas
- ❖ **Client Contact Information**  
Phone 201-779-3160 Alt Phone \_\_\_\_\_  
Email amalia.aguilas@esasd.net  
Mailing Address \_\_\_\_\_
- ❖ **Alternate Contact** for day of event  
Name \_\_\_\_\_ Phone \_\_\_\_\_
- ❖ **Event Location and Address** Lackawanna  
Station 700 Lackawanna ave Scranton Pa 18503
- ❖ **Event Time** for Photo Booth Services to Start  
5pm and End 9pm  
\*All packages are consecutive hours! Break up of time will have additional fees added.  
\*Magical Occasions Photo Booth attendants will arrive approx. 1 hour prior to start time
- ❖ **Package - (Choose One)**  
Standard Package – 4 hours \$500.00  
Red Carpet Package – 4 hours \$1000.00
- ❖ **Custom Add On(s)** Balloon Décor \$800.00
- ❖ **Step and Repeat Backdrop** \_\_\_\_\_ **Scrapbook** \_\_\_\_\_  
**Custom Logo** \_\_\_\_\_ **Additional Hours** \_\_\_\_\_

### Magical Occasions Service Contract

The following contract and terms will set forth an agreement between Magical Occasions and the client for photo booth services. This written contract supersedes all oral agreements between the parties.

A non-refundable deposit of \$100 is due upon signing of this contract. The remaining amount is due in full fourteen days (14) prior to event. We do not secure your date on our calendar until the deposit is received. If the rental time period exceeds the service period agreed to in this contract at the request of the Client, the overage will be billed to the Client at the rate of \$100.00 per hour. Payment for any overage in time must be paid before additional hours are provided. Client will arrange for an appropriate space for the photo booth at venue. The photo booth requires a space 6' x 10'. Client is responsible for ensuring power is available for the photo booth (110V, 5 amps, 3-prong outlet). If Magical Occasions is to supply a scrapbook table, client agrees to provide ample space for such table as necessary. If photo booth is to be used in an outdoor setting, prior arrangements must be made with Magical Occasions. Client is responsible for ensuring that the photo booth is under protective covering and level ground. Any request for a date change must be made thirty (30) days in advance of the original event date. If possible, Magical Occasions will make every attempt to accommodate the date change. All deposits are nonrefundable. If services are cancelled less than 14 days of the event, the full balance is due to Magical Occasions. There will be no refunds.

Magical Occasions reserves the right to discontinue services at any such time during the event that the photo booth attendant or Magical Occasions feels that the integrity or safety of the attendants and/or the providers equipment is compromised. Client acknowledges responsibility for any damage or loss to the photo booth equipment caused by: a) Any misuse by the Client or their guests, or b) Any theft or destruction of equipment including but not limited to props, camera, computer, and printer. Client hereby grants Magical Occasions the right and permission to use the pictures of any photo booth user who may be included intact or in part, for illustration, promotion, advertising, or any other purpose. In addition, Notification of this model release to guests is the sole responsibility of the Client.

Please Sign and Date

Signature Amalia Aguilas

Date 10/12/14

Total Due \$1300.00 Non-refundable Deposit due with this contract \$800.00 made payable to VIC MALVO

Balance \$800.00 to be paid 14 days prior to event

Visa/MasterCard accepted

Magical Occasions

37  
magician@ptd.net

(570) 828-1460

STUDENT ACT.  
on 10/12/14 10:19 am 30-819-510-000-8089

# Magical Occasions



## Make Your Next Occasion a Magical one

### Balloon Decorating

Entry Way_____	Spiral Arch_____
Dance floor_____	String of Pearls_____
_____	Column_____
Sculptures_____	4' Wreath_____
Number_____	4' Heart_____
Walk Through Heart_____	4' Star_____
Canopy <i>Approx 75' x 36" BALLOON</i>	Cake Table Gazebo_____
Peacock arch_____	Centerpieces <i>40 LED 16" CLOUD NINES</i>
Suspended Column_____	Spinning Columns_____
Balloon Trees_____	Other <i>ALL SHOCK COLORS</i> <i>BLUE BLACK WHITE &amp; CLEAR</i>

All Bases, Frames, Motors require a refundable deposit of \$50.00

Please send a separate check of \$50.00 with your deposit. This check will not be cashed and will be returned to you upon return of the above mentioned equipment. All equipment must be returned to

MAGICAL OCCASIONS within 72 hours

Total Fee \$ \_\_\_\_\_ Deposit \$ \_\_\_\_\_ Delivery \$ \_\_\_\_\_ Balance \$ \_\_\_\_\_

Sign Name \_\_\_\_\_ Print Name \_\_\_\_\_

Please make all checks <sup>38</sup>payable to VIC MALVO

U.818

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

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

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**ESULOA-201609  
CONTRACT SERVICE PROVIDER AGREEMENT**

**THIS AGREEMENT** is made this       day of September, 2016, by and between:

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

**AND**

**East Stroudsburg University.** ("Contractor") of 200 Prospect Street, East Stroudsburg, PA 18301

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

**1. Nature of Position**

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

**2. Scope of Duties**

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

- 3. Liability.** Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the District's nor the University's rights, claims or defenses

## SCHEDULE A

Description of Service to be performed (be specific):

Northeastern Pennsylvania Writing Project Professional Development – Please see attached proposals.

Location of Services: Bushkill Elementary, East Stroudsburg Elementary, J. M. Hill Elementary, Middle Smithfield Elementary, Resica Elementary, and Smithfield Elementary

Effective Date: June, 2016 through June, 2017

Professional Fee:

a) Rate (Daily/Hourly/Other): \$ \_\_\_\_\_  
Time (Days/Hour/Other): \_\_\_\_\_  
Total Cost: \$ 55,440.00

b) Fixed Rate: \$ \_\_\_\_\_

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

10-2271-330-412-10-000-000-000-9192

Budget Code: 10-2271-330-440-10-00-92 Department: Professional Development – Title I

District Initiator:   
Angela Byrne, Grant Coordinator

Authorization for Payment: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Order # \_\_\_\_\_



Proposal for NPWP Professional Development Partnership  
Northeastern Pennsylvania Writing Project at East Stroudsburg  
University

and

East Stroudsburg Area School District  
Beginning July 2016 running through June 2017  
Dated March 22, 2016

Overview of the work:

- One week Mini Institute-What Principals Need to Know About Teaching and Learning Writing
- The mini institute will include
  - An exploration of what is happening in writing instruction and the impact on the classroom and school
  - identification best practices for writing instruction
  - assessment of student writing, the writing program and instruction
  - tools to assess strengths and areas of need in your school's writing program
- Administrators' meetings 3x/year

Schedule of work and billable hours

Month	Personnel	Billable TC hours	Purpose/Goal/Outcome of Professional Development Meeting
Administrators' meeting	NPWP TC Elementary administrators	1 hr X 1 TC per day=3 hours	Identify trends, patterns across schools; collaboration to address trends, patterns to enhance the district's writing program
Summer 2016	NPWP TC Elementary administrators	3 hrs X 1 TC per day=15 hours	Mini institute to explore what is happening in writing instruction, how it impacts the classroom and school, and why teaching writing is hard. Additional focus will be what to look for in the writing classroom and what to say to teachers about writing instruction.

BREAKDOWN OF HOURS AND COST

18 billable hours = the total number of hours

\$220/billable hour = Note: NPWP Teacher Consultants are NOT paid for the hours they work with faculty, they are paid for the Planning, Preparation and debriefing hours that surround those work hours. This amount also includes the cost of materials.

Charges for TC hours:  $18 \times \$220 = \$3,960$

Total Cost of Service: \$ 3,960



Proposal for NPWP Professional Development Partnership  
Northeastern Pennsylvania Writing Project at East Stroudsburg  
University  
and

East Stroudsburg Area School District  
Beginning August 2016 running through June 2017  
Dated March 22, 2016

Overview of the work:

- Grades 3-5 focus-implementation of best practices in writing instruction
- One Half-day workshop: August-introduce the purpose and goals of the professional development, introduce the teacher consultant, introduce Teachers as Writers and establish teacher/student expectations for the work (complimentary)
- Each school will have on-site consultation each month for 4 months (September, December, February, and May). Onsite consultation includes the presence of a on-site TC two days per month for 4 months whose job is to plan lessons and projects with teacher, team-teach, recommend and provide resources, encourage the publication of student writing through anthologies and displays, and organize peer dissemination of good practices throughout the school, and work with the schools' administrators, focused on the writing goals established. After-school seminars in the teaching of writing can be included.

Schedule of work and billable hours

Month	Personnel	Billable TC hours	Purpose/Goal/Outcome of Professional Development Meeting
August	NPWP TC 3-5 grade teachers	3 hrs X 1 TC per school = 18 hours (complimentary)	3 hour workshop to establish purpose/goals of professional development, establish teacher expectations and student learning outcomes for work
September	NPWP TC 3-5 grade teachers	12 hrs X 1 TC per school= 72 hours	2 days on site consulting-to work closely with administrators and to provide individualized instructional coaching for teachers focusing on specific needs or modified lesson study per grade level (lesson discussion, teach lesson, lesson debrief)
December	NPWP TC 3-5 grade teachers	12 hrs X 1 TC per school= 72 hours	2 days on site consulting-to work closely with administrators and to provide individualized instructional coaching for teachers focusing on specific needs or modified lesson study per grade level (lesson discussion, teach lesson, lesson debrief)
February	NPWP TC 3-5 grade teachers	12 hrs X 1 TC per school=72 hours	2 days on site consulting-to work closely with administrators and to provide individualized instructional coaching for teachers focusing on specific needs or modified lesson study per grade level (lesson discussion, teach lesson, lesson debrief)
May	NPWP TC 3-5 grade teachers	12 hrs X 1 TC per school= 72 hours	2 days on site consulting-to work closely with administrators and to provide individualized instructional coaching for teachers focusing on specific needs or modified lesson study per grade

			level (lesson discussion, teach lesson, lesson debrief)
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#### BREAKDOWN OF HOURS AND COST

288 billable hours = the total number of hours

\$178.75/billable hour = Note: NPWP Teacher Consultants are NOT paid for the hours they work with faculty, they are paid for the Planning, Preparation and debriefing hours that surround those work hours. This amount also includes the cost of materials.

Charges for TC hours:  $288 \times \$178.75 = \$51,480$

Charges per school: 48 billable hours per school  $\times \$178.75 = \$8,580$

Total Cost of Service: \$ 51,480

## Transportation Department

[Home](#) [Students](#) [Trips](#) [Field Trips](#) [Reports](#) [Options](#)

## Field Trip: 01711

[Main](#) [Notes](#) [Documents](#) [History](#)

## \*-Required Fields

Requested: 11/15/16 15:54 PM By: Brown, Deborah

Status: ☒ Level 4 - Request Approved

Level 4 - Request Approved

Change To: [Select New Status]

Comments:

\* Field Trip Name: V Wrestling SOUTH

\* School: Athletic South High School / ATH2

\* Department: ATH

\* Activity: V W

## Contact

\* Contact: Debbie Brown/Randy Litts

\* Phone: 570-424-8500

\*Phone Ext: 10502

\* Email: deborah-brown@esasd.net

## Departure

\* Depart Date: 12/17/2016

\* Time: 07:00 AM

\* Return Date: 12/18/2016

\* Time: 05:00 PM

Departure: [Select One]

\* Notes:

This is a pick up from the SOUTH stadium to Donegal High School.

## Destination

\* Destination: Donegal High School

\* Street: 1025 Kozer Road

\* City: Mount Joy

\* State: PA

\* Zip: 17552

Contact:

Title:

Phone: 717-653-1871

Phone Ext:

Fax:

Email:

Notes:

## Directions

Directions:

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## EAST STROUDSBURG AREA SCHOOL DISTRICT

121. ATTACHMENT C

## ITINERARY FOR STUDENT FIELD TRIP

**NOTE; MUST BE COMPLETED FOR TRIPS REQUIRING AN OVERNIGHT STAY OR OUTSIDE A SEVENTY-FIVE (75) MILE RADIUS OF THE EAST STROUDSBURG AREA SCHOOL DISTRICT. MUST BE SUBMITTED TO THE BUILDING PRINCIPAL AND, AS IS APPLICABLE, THE DIRECTOR OF ATHLETICS AND ACTIVITIES AS PER BOARD POLICY No. 121.**

Name of Activity: Donegal wrestling tournamentStaff Member in Charge: Randy Litts: head wrestling coachSchool: South high schoolDate Submitted: November 4, 2016**Names and Phone Numbers of Students on this Trip:**

STUDENT NAME	PHONE NUMBER
1.	
2.	
3. The 2016-17 wrestling team	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

*Continue on an additional form if necessary and attach.***Names and Phone Numbers of Chaperones on this Trip (Must be Approved):**

STUDENT NAME	PHONE NUMBER
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

*Continue on an additional form if necessary and attach.*Date and Time of Departure from East Stroudsburg Area School District: 12-17-2016 Dept approx. 7:30amSite of Departure: South Football stadiumDestination and Estimated Time of Arrival: Donegal high school , Mount Joy, PA @ 9:30amPlanned Route of Travel to Destination (include all planned stops): rt 33 south, 78 west, exit 13, to pa501

Description of Activities and Site Visited:

Lodging (if applicable): Hampton Inn Manheim, Pa 2764 lebanon Rd manheim, PA 17545 phone 717-665-6600Cost Involved to Students: 0 Cost Involved to District: transportationEstimated Date and Time of Departure for Return to the District: 12-18-2016 Dept after tournament finals approx 5pmPlanned Route of Travel for Return to the District: return rt the sameEstimated Time of Arrival Upon Return to the District: return to the football stadium @ 8pmName of District Staff Member Acting as the Contact Person for the Trip: Randy LittsSchool Phone #: AD Office ex 10502

Home Phone #: \_\_\_\_\_

Cell Phone #: 570-656-5443

FAX#: \_\_\_\_\_

Phone # at Site of the Trip (if available): coaches cell 570-656-5443

SIGNATURE/APPROVAL-- Building Principal: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE/APPROVAL—Director of Athletics and Activities\*: \_\_\_\_\_ DATE: 11/7/16

\*As is applicable

# Transportation Department



Home Students Trips Field Trips Reports Options

**Field Trip: 01557**

Main Notes Documents History

**\*-Required Fields**

Requested: 10/21/16 08:37 AM By: Askins, Kendal

Status: ☒ Level 3 - Request Approved

Change To: [Select New Status]

Comments:

\* Field Trip Name: HS North

\* School: E Stroudsburg HS - N / 17

\* Department: HSN

\* Activity: HSN

**Contact**

\* Contact: Kendal Askins

\* Phone: 5705884410

\*Phone Ext: 18207

\* Email: kendal-askins@esasd.net

**Departure**

\* Depart Date: 11/4/2016

\* Time: 07:15 AM

\* Return Date: 11/4/2016

\* Time: 03:30 PM

Departure: [Select One]

\* Notes: We will be leaving right after students arrive in the morning.

**Destination**

\* Destination: Queens College

\* Street: 65-30 Kissena Blvd

\* City: Flushing

\* State: NY \* Zip: 11367

Contact:

Title:

Phone:

Phone Ext:

Fax:

Email:

Notes:

**Directions**

Directions:

**Trip Details**

# Transportation Department



Home Students Trips Field Trips Reports Options

## Field Trip: 01647

Main Notes Documents History

### \*-Required Fields

Requested: 11/08/16 08:47 AM By: Beal, Hillary

Status: ☒ Level 3 - Request Approved

Change To: [Select New Status]

Comments:

\* Field Trip Name: Capitol Building  
\* School: Lehman Intermediate / 16  
\* Department: ACAD  
\* Activity: Lehman

### Contact

\* Contact: Hillary Beal  
\* Phone: 570-588-4410 \*Phone Ext: 34426  
\* Email: hillary-beal@esasd.net

### Departure

\* Depart Date: 3/15/2017 \* Time: 07:45 AM  
\* Return Date: 3/15/2017 \* Time: 05:15 PM

Departure: Lehman Intermediate / 16

\* Notes: Students will sing at the Capitol building in Harrisburg, PA, and they will eat lunch at the capitol and get a capitol tour. After they sing they will go to Chocolate world to do the tour of the chocolate making, and then return home for pick up.

### Destination

\* Destination: Captiol Building  
\* Street: 501 N. 3rd Street  
\* City: Harrisburg  
\* State: PA \* Zip: 17120  
Contact: Chuck Neidhardt  
Title: PMEA Music in our School's month Chair  
Phone: 1-800-868-7672 Phone Ext:  
Fax:  
Email: pmea.neidhardt@gmail.com  
Notes:

### Directions

Directions: Lehman Intermediate School  
257 Timberwolf Drive, Lehman township, PA 18328  
Get on I-80 W in Smithfield Township from Bushkill Falls Rd and US-209 S  
30 min (17.9 mi)

### Trip Details

# Transportation Department



Home Students Trips Field Trips Reports Options

## Field Trip: 01571

Main Notes Documents History

### \*-Required Fields

Requested:

10/21/16 13:58 PM By: Beal, Hillary

Status:

Level 3 - Request Approved

Change To:

[Select New Status]

Comments:

\* Field Trip Name:

Music in the Parks

\* School:

Lehman Intermediate / 16

\* Department:

ACAD

\* Activity:

Lehman

### Contact

\* Contact:

Hillary Beal

\* Phone:

570-588-4410

\*Phone Ext: 34426

\* Email:

hillary-beal@esasd.net

### Departure

\* Depart Date:

5/19/2017

\* Time: 08:15 AM

\* Return Date:

5/19/2017

\* Time: 09:00 PM

Departure:

Lehman Intermediate / 16

\* Notes:

The students will be singing at the Music in the Parks competition and adjudication at Kutztown University and then will move onto to Dorney park for a couple hour and then go to a ceremony announcing who won the different categories in the Festival. After than we will depart back for Lehman

### Destination

\* Destination:

Kutztown University (15200 Kutztown Road Kutztown)

\* Street:

15200 Kutztown Road

\* City:

Kutztown

\* State:

Pa

\*

Zip: 19530

Contact:

Title:

Phone:

610-683-4000

Phone Ext:

Fax:

Email:

Notes:

This is subject to change, and the other location is Dorney Park. The festival has not officially decided where each group is performing yet. When I know I will e-mail Judy Sourwine, and she is fine with that. I have already let her know the issue.

### Directions

Directions:

Bushkill Falls

Get on I-80 W in Smithfield Township from US-209 S  
23 min (13.3 mi)

### Trip Details

# Transportation Department



Home Students Trips Field Trips Reports Options

## Field Trip: 01531

Main Notes Documents History

### \*-Required Fields

Requested: 10/12/16 13:48 PM By: Clogg, Katye  
 Status: Level 3 - Request Approved  
 Change To: [Select New Status]  
 Comments:

\* Field Trip Name: HS South - Tuba Christmas  
 \* School: E Stroudsburg HS - S / 2  
 \* Department: HSS  
 \* Activity: Band

### Contact

\* Contact: Katye Clogg  
 \* Phone: 570-424-8471 \*Phone Ext: 20419  
 \* Email: katye-clogg@esasd.net

### Departure

\* Depart Date: 12/11/2016 \* Time: 08:00 AM  
 \* Return Date: 12/11/2016 \* Time: 08:30 PM  
 Departure: [Select One]  
 \* Notes: Brunch stop at Burger King along the way. Dinner stop on way home at Rockaway Mall.  
 Need two busses: one for instruments, one for people.  
 This trip is paid: Half from HS-South, half from HS-North.

### Destination

\* Destination: Rockefeller Center (45 Rockefeller Plaza New York)  
 \* Street: 45 Rockefeller Plaza  
 \* City: New York  
 \* State: NY \* Zip: 10111  
 Contact:  
 Title:  
 Phone: Phone Ext:  
 Fax:  
 Email:  
 Notes:

### Directions

Directions:

### Trip Details

# Transportation Department



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

## Field Trip: 01622

Main Notes Documents History

### \*-Required Fields

Requested: 11/03/16 13:52 PM By: Lowe, Deatrice

Status: ☒ Level 3 - Request Approved

Change To: [Select New Status]

Comments:

\* Field Trip Name: NYC Museum of Natural History

\* School: Lehman Intermediate / 16

\* Department: ACAD

\* Activity: ACAD

### Contact

\* Contact: Deatrice RS Lowe

\* Phone: 570588441018106 \*Phone Ext: 18106

\* Email: deatrice-lowes@esasd.net

### Departure

\* Depart Date: 5/18/2017 \* Time: 08:00 AM

\* Return Date: 5/18/2017 \* Time: 05:30 PM

Departure: [Select One]

\* Notes: We will rent charter buses from US Coachways. Students will return after normal school hours.No cost to district.

### Destination

\* Destination: Museum of Natural History (Central Park W At 79th Street New York)

\* Street: Central Park W At 79th Street

\* City: New York

\* State: NY \* Zip: 10024

Contact:

Title:

Phone: 212-769-5100

Phone Ext:

Fax:

Email:

Notes:

### Directions

Directions:

### Trip Details

# Transportation Department



Home Students Trips Field Trips Reports Options

## Field Trip: 01623

Main Notes Documents History

### \*-Required Fields

Requested: 11/03/16 13:52 PM By: Vitulli, Lisa

Status: ☐ Level 3 - Request Approved

Change To: [Select New Status]

Comments:

\* Field Trip Name: NYC Museum of Natural History

\* School: Lehman Intermediate / 16

\* Department: ACAD

\* Activity: ACAD

### Contact

\* Contact: Lisa Vitulli

\* Phone: 570-588-4410 \*Phone Ext: 18111

\* Email: lisa-vitulli@esasd.net

### Departure

\* Depart Date: 5/18/2017 \* Time: 08:00 AM

\* Return Date: 5/18/2017 \* Time: 05:30 PM

Departure: [Select One]

\* Notes: We will be renting charter buses from US Coachways  
Trip will be paid for by each student- No cost to district  
Will return after normal school hours

### Destination

\* Destination: Museum of Natural History (Central Park W At 79th Street New York)

\* Street: Central Park W At 79th Street

\* City: New York

\* State: NY \* Zip: 10024

Contact:

Title:

Phone: 212-769-5100

Phone Ext:

Fax:

Email:

Notes: Students will be connecting information learned from science and social studies class

### Directions

Directions:

### Trip Details

52

# Transportation Department



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

**Field Trip: 01645**

Main Notes Documents History

**\*-Required Fields**

Requested: 11/07/16 13:09 PM By: Strazzeri, Catherine

Status: ☒ Level 3 - Request Approved

Change To: [Select New Status]

Comments:

\* Field Trip Name: HS North

\* School: E Stroudsburg HS - N / 17

\* Department: HSN

\* Activity: HS North

**Contact**

\* Contact: Catherine Strazzeri

\* Phone: 570-588-4420 \*Phone Ext: 19650

\* Email: catherine-strazzeri@esasd.net

**Departure**

\* Depart Date: 12/14/2016 \* Time: 07:30 AM

\* Return Date: 12/14/2016 \* Time: 02:30 PM

Departure: E Stroudsburg HS - N / 17

\* Notes: The students will board the bus from the Main Lobby of HS North at 7:30am.

**Destination**

\* Destination: Medieval Times- Lyndhurst Castle

\* Street: 149 Polito Avenue

\* City: Lyndhurst

\* State: NJ \* Zip: 07071

Contact: Sinan Logan

Title: Group Sales Manager

Phone: 201-933-2220 Phone Ext: 2319

Fax:

Email:

Notes:

**Directions**

Directions:

**Trip Details**

53

# Transportation Department



Home Students Trips Field Trips Reports Options

## Field Trip: 01555

Main Notes Documents History

### \*-Required Fields

Requested: 10/19/16 14:25 PM By: Toth, Donald

Status: ☒ Level 3 - Request Approved

Change To: [Select New Status]

Comments:

\* Field Trip Name: GMJTL & Media Design Go to NYC for 911 Memorial

\* School: J T Lambert Int / 12

\* Department: ACAD

\* Activity: JT Lambert

### Contact

\* Contact: Terry Toth

\* Phone: 570-424-8430

\*Phone Ext: x17225

\* Email: donald-toth@esasd.net

### Departure

\* Depart Date: 11/18/2016 \* Time: 07:45 AM

\* Return Date: 11/18/2016 \* Time: 08:00 PM

Departure: J T Lambert Int / 12

\* Notes: Boarding bus at front steps

### Destination

\* Destination: World Trade Center (Fulton Street New York)

\* Street: Fulton Street

\* City: New York

\* State: NY \* Zip: 10007

Contact:

Title:

Phone:

Phone Ext:

Fax:

Email:

Notes: Visiting 911 memorial then traveling to top of One World Trade to experience the different media types contained in the observation deck.

### Directions

Directions: Route 80 to Route 3 to Lincoln Tunnel to West Side Highway. Turn left onto Fulton St.

### Trip Details

54

# Transportation Department



Home Students Trips Field Trips Reports Options

Field Trip: 01529	
Main Notes Documents History	
<b>*-Required Fields</b>	
Requested:	10/12/16 09:36 AM By: Zisa, Jessica
Status:	Level 3 - Request Approved
Change To:	[Select New Status]
Comments:	
<hr/>	
* Field Trip Name:	5th Grade Aladdin Trip - (2)
* School:	E Stroudsburg Elem / 1
* Department:	ESE
* Activity:	ESE
<b>Contact</b>	
* Contact:	Jessica Zisa
* Phone:	570-421-1095 *Phone Ext: 12317
* Email:	jessica-zisa@esasd.net
<b>Departure</b>	
* Depart Date:	5/17/2017 * Time: 10:00 AM
* Return Date:	5/17/2017 * Time: 06:00 PM
Departure:	E Stroudsburg Elem / 1
* Notes:	We are informing parents through permission forms that they have to pick up their child at 6 pm. at East Stroudsburg Elementary
<hr/>	
<b>Destination</b>	
* Destination:	New Amsterdam Theatre (214 W 42nd Street New York)
* Street:	214 W 42nd Street
* City:	New York
* State:	NY * Zip: 10036
Contact:	
Title:	
Phone:	212-282-2900 Phone Ext:
Fax:	
Email:	
Notes:	Aladdin Broadway Show
<hr/>	
<b>Directions</b>	
Directions:	93 Independence Road, East Stroudsburg, PA 18301 Get on I-80 E from PA-447 S 5 min (2.1 mi) Follow I-80 E to Wayne. Take exit 53 from I-80 E 50 min (55.8 mi)
<hr/>	
<b>Trip Details</b>	
* Equipment:	CHARTER BUS
Classification:	[Select One]
* Number of Students:	98
* Number of Wheel Chairs:	0
* Estimated Miles:	76
* Estimated Hours:	2
* Number of Adults:	24
* Number of Vehicles:	3
* Estimated Cost:	95
<hr/>	
<b>Invoicing Information:</b>	
* Code (Department/Activity)	Amount (\$) PO Invoice Date Payment Date
55	

EAST STROUDSBURG AREA SCHOOL DISTRICT

REQUEST TO ESTABLISH A STUDENT ACTIVITY

1. NAME OF ORGANIZATION: Freshman Class of 2020 - Not
2. PURPOSE OR OBJECTIVE: (Briefly describe why this organization is being formed.)  
To represent the freshman class in all matters pertaining to the betterment and welfare of the school, including service learning.
3. BENEFIT: (Briefly describe how the students/district will benefit from the establishment of this organization.)  
To encourage school spirit, student involvement, and develop leadership opportunities.
4. LEADERSHIP: (Briefly describe how this activity will be organized, how it will be run and whether the officers will be elected or appointed.) Organized by Class Advisors, Freshman Class Officers that were elected to run meetings.
5. FUND RAISING:
  - a. Will this organization raise funds? Yes ☒ No ☐
  - b. If "yes", briefly describe typical fund-raising activities and who will be involved.  
seasonal selling of items, events like tailgating
6. USE OF FUNDS: (Briefly describe how these funds will be used to benefit the students or the district.)  
Funds will be used to offset senior year activities like prom for entire freshman class, service learning opportunities, school events and fundraising.
7. FINANCIAL DEPENDENCE:
  - a. Will this organization require any financial assistance or facilities and equipment to be provided by the General Fund? Yes ☒ No ☐
  - b. If "yes", briefly describe the assistance needed and whether it is a continuing, year-to-year need.  
Use of facilities, classrooms, library, cafeteria, gym, school grounds.
8. FINANCIAL RESPONSIBILITY: (Briefly describe who will be responsible for these funds and how fund-raising, expenditure and/or transfer decisions will be made)  
Class advisors will be responsible for funds and oversee fundraising.

Date Submitted: 10/24/16

Submitted by: Gloria Schulte and Miriam Stevens

Signature: \_\_\_\_\_

Principal: \_\_\_\_\_

EAST STROUDSBURG AREA SCHOOL DISTRICT

REQUEST TO ESTABLISH A STUDENT ACTIVITY

1. NAME OF ORGANIZATION: South Side Steppers / ESHS South
2. PURPOSE OR OBJECTIVE: (Briefly describe why this organization is being formed.)  
The purpose of the Step Team is to promote school & team spirit and pride
3. BENEFIT: (Briefly describe how the students/district will benefit from the establishment of this organization.)  
It will help enhance the athletic program by providing an outlet for students to participate in an organized extra-curricular activity, that will encourage support at athletic events.
4. LEADERSHIP: (Briefly describe how this activity will be organized, how it will be run and whether the officers will be elected or appointed.) The students will try-out for the team. No officers will be selected.
5. FUND RAISING:
  - a. Will this organization raise funds? ☒ Yes ☐ No
  - b. If "yes", briefly describe typical fund-raising activities and who will be involved.  
Fundraiser will be done by means of a special performance show, family night at local restaurants and selling fundraising items such as knick knacks and candy.
6. USE OF FUNDS: (Briefly describe how these funds will be used to benefit the students or the district.)  
The funds will be used for uniforms, awards and certificates and an end of year event for the students.
7. FINANCIAL DEPENDENCE:
  - a. Will this organization require any financial assistance or facilities and equipment to be provided by the General Fund? ☒ Yes ☐ No
  - b. If "yes", briefly describe the assistance needed and whether it is a continuing, year-to-year need.  
We will use only the money we raised.
8. FINANCIAL RESPONSIBILITY: (Briefly describe who will be responsible for these funds and how fund-raising, expenditure and/or transfer decisions will be made)  
Debbie Grant will be responsible. I will submit the funds to the business office and request the funds needed.

Date Submitted: 11/3/2016

Submitted by: Debbie Grant

Signature: \_\_\_\_\_

Principal: \_\_\_\_\_

EAST STROUDSBURG AREA SCHOOL DISTRICT

REQUEST TO ESTABLISH A STUDENT ACTIVITY

1. NAME OF ORGANIZATION: South Side Steppers -JTL
2. PURPOSE OR OBJECTIVE: (Briefly describe why this organization is being formed.)  
The purpose of the Step Team is to promote school & team spirit and pride
3. BENEFIT: (Briefly describe how the students/district will benefit from the establishment of this organization.)  
It will help enhance the athletic program by providing an outlet for students to participate in an organized extra-curricular activity, that will encourage support at athletic events.
4. LEADERSHIP: (Briefly describe how this activity will be organized, how it will be run and whether the officers will be elected or appointed.) The students will try-out for the team. No officers will be selected.
5. FUND RAISING:
  - a. Will this organization raise funds? Yes No
  - b. If "yes", briefly describe typical fund-raising activities and who will be involved.  
Fundraiser will be done by means of a special performance show, family night at local restaurants and selling fundraising items such as knick knacks and candy.
6. USE OF FUNDS: (Briefly describe how these funds will be used to benefit the students or the district.)  
The funds will be used for uniforms, awards and certificates and an end of year event for the students.
7. FINANCIAL DEPENDENCE:
  - a. Will this organization require any financial assistance or facilities and equipment to be provided by the General Fund? Yes No
  - b. If "yes", briefly describe the assistance needed and whether it is a continuing, year-to-year need.  
We will use only the money we raised.
8. FINANCIAL RESPONSIBILITY: (Briefly describe who will be responsible for these funds and how fund-raising, expenditure and/or transfer decisions will be made)  
Debbie Grant will be responsible. I will submit the funds to the business office and request the funds needed.

Date Submitted: 11/3/2016

Submitted by: Debbie Grant

Signature: \_\_\_\_\_

Principal: \_\_\_\_\_

SECTION: PUPILS

TITLE: STUDENT RECORDS

ADOPTED: April 22, 2002

REVISED: February 23, 2004

July 17, 2006

November 20, 2006

June 25, 2007

October 15, 2012

October 19, 2015

July 18, 2016

November 21, 2016

# EAST STROUDSBURG AREA SCHOOL DISTRICT

## 216. STUDENT RECORDS

1. Purpose  
24 P.S.  
Sec. 1402(b),  
1532, 1533

The educational interests of pupils and of society require the collection, retention, and use of information about individual pupils and groups of pupils. The welfare and progress of pupils is inextricably related to the maintenance of a thorough and efficient system of public schools; the latter cannot be achieved nor assessed in the absence of appropriate information about the former.

2. Authority  
SC 1303a,  
1305-A, 1306-A,  
1402, 1409, 1532,  
1533  
Title 22,  
Sec. 4.52, 12.31,  
20 U.S.C.  
Sec. 1232g  
34 C.F.R.  
Sec. 99

It is no less the interest of society to protect the right of each of its members against an unwarranted invasion of privacy. The primary purpose of pupil record keeping shall be the educational welfare and advancement of the pupils.

The Board of Education (School Board) of the East Stroudsburg Area School District (school district) has primary responsibility for the compilation, maintenance, access to, and security and confidentiality of pupil records. The staff may compile records mandated by the Commonwealth, the federal government, or specifically permitted by this policy.

The Board shall adopt a comprehensive plan for the collection, maintenance and dissemination of student records that complies with federal and state laws and regulations and state guidelines. Copies of the adopted student records plan shall be maintained by the school district and revised as required by changes in federal or state law.

3. Delegation of  
Responsibility

The Superintendent or designee shall be responsible for implementing and monitoring the adopted student records plan, which meets all legal requirements.

The designated administrator shall establish safeguards to protect the student and his/her family from an invasion of privacy when collecting, retaining and disseminating student information and providing access to authorized persons.

School district staff shall compile only those educational records mandated by federal and state laws and regulations.

216. STUDENT RECORDS - Pg. 2

<p>SC 1532 Pol. 215</p> <p>4. Definitions 34 C.F.R. Sec. 99.3 Title 22 Sec. 11.11</p>	<p>In accordance with law, each school district teacher shall prepare and maintain a record of the work and progress of each student, including the final grade and a recommendation for promotion or retention.</p> <p>The following definitions are provided for the purpose of interpretation and implementation of this policy:</p> <ol style="list-style-type: none"> <li>1. <b>Dates of Attendance</b> - Means the period of time during which a student attends or attended the school district. Examples of dates of attendance would include an academic year, semester, quarter or grading period, but would not include specific daily records of a student's attendance.</li> <li>2. <b>Destruction</b> - Means the physical destruction or permanent removal of personally identifying data from the education records of a student so that the information in those records is no longer personally identifiable. (Also known as "purging").</li> <li>3. <b>Directory Information</b> - Means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed, and includes, but is not limited to, the following information relating to a student: the student's name, address, listed telephone number, electronic mail address, photograph, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, grade level, honor rolls, degrees and awards received, and the most recent previous educational agency or institution attended by that student.</li> <li>4. <b>Dissemination or Disclosure</b> - Means permitting access to or the release, transfer or other communication of the education records of a student, or the personally identifiable information contained therein, orally or in writing, or by electronic or any other means, to any party.</li> <li>5. <b>"Educational Institution" or "Educational Agency"</b> means any public or private agency or institution that is the recipient of funds under any Federal program.</li> <li>6. <b>Education Records</b> - Those records that contain personally identifiable information directly related to a student and are maintained by the school district or by a party acting for the school district. It can be recorded in any form, including but not limited to, handwriting, print computer media, video or audio tape, film, microfilm and microfiche.</li> </ol>
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	<p>The term does not include:</p> <ul style="list-style-type: none"> <li>a. Records of instructional, supervisory and administrative personnel and ancillary personnel, which are in the sole possession of the maker and are not accessible or revealed to another individual, except a substitute. A "substitute" is an individual who performs, on a temporary basis, the duties of the individual who made the record, and does not refer to an individual who currently succeeds the maker of the record in his/her position.</li> <li>b. Records of the law enforcement unit of an educational agency or institution, subject to the provisions of 34 C.F.R. §99.8.</li> <li>c. Records relating to an individual who is employed by the educational agency or institution, that: <ul style="list-style-type: none"> <li>1) Are made and maintained in the normal course of business.</li> <li>2) Relate exclusively to the individual in that individual's capacity as an employee.</li> <li>3) Are not available for use for any other purpose.</li> </ul> </li> </ul> <p>Note: Records relating to an individual in attendance at the agency or institution who is employed as a result of his/her status as a student are education records.</p> <p>7. <b>Eligible Student</b> - Means a student who has attained eighteen (18) years of age, is attending an institution of post-secondary education, or is a legally emancipated minor. For the purposes of this section, whenever a student has attained eighteen (18) years of age, or is attending an institution of postsecondary education, the permission or consent required of and the rights accorded to the parents of the student shall thereafter only be required of and accorded to the student. In cases where an eligible student is dependent upon the parent as defined in Section 152 of the Internal Revenue Code, the school will make the education records accessible to the parent of said student.</p> <p>8. <b>Exceptional Student</b> - As defined in this policy, an exceptional student means any student eligible to receive special education services under the Individuals with Disabilities Education Act (IDEA), 20 U.S. C. § 1400. 1, et. seq., and its implementing regulation, 34 C.F.R. Part 300; and Chapters 14 and 16 of the regulations of the State Board of Education, 22 Pa. Code §§ 14.1 and 16.1, et. seq.</p>
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	<p>9. <b>Informed Consent</b> – the approval by signature of an individual (parent, guardian, student) who has been apprised of the nature, content, and procedure of a records collection, maintenance, or release activity of an agency.</p> <p>10. <b>LEA</b> – Local Education Agency.</p> <p>11. <b>Legally Emancipated Minor</b> - A person below the age of twenty-one (21) who has chosen to establish a domicile apart from the continued control and support of his/her parents or guardians. A minor living with a spouse is deemed emancipated.</p> <p>12. <b>Legitimate Educational Interest</b> for the purpose of this Policy includes substantiation of <u>all</u> of the following:</p> <ul style="list-style-type: none"> <li>• The information requested is necessary for that official to perform appropriate tasks that are authorized by Board Policy or specified in his or her position description or by a contract agreement.</li> <li>• The information is to be used within the context of official agency or school business and not for purposes extraneous to the official's areas of responsibility or to the agency or school.</li> <li>• The information is relevant to the accomplishment of some task or to a determination about the student.</li> <li>• The information is to be used consistently with the purposes for which the data are maintained.</li> </ul> <p>13. <b>Maintain or Maintained</b> – In the case of personally-identifiable information on paper or stored on magnetic or video tape, the term shall mean kept in a secure file or desk drawer or in the continuous and secure control of a school official with a legitimate educational interest in the content thereof. In the case of personally-identifiable digital information that is electronically-stored, including electronic mail, the term shall mean kept in a secure database located on a server or servers, disk partition, or other electronic storage system specifically designated by the Superintendent or his or her designee as a "student records maintenance site." The District electronic mail server or servers, or directory or directories, and the files on local disk drives dedicated to the storage of sent or received electronic mail, shall not for any purpose constitute a "student records maintenance site" and any mail stored thereon shall either be deleted or moved to a "student records maintenance site" at least once annually.</p> <p>14. <b>Panel</b> – the body, that will adjudicate cases under procedures set forth on pages six (6) and seven (7) of this policy.</p> <p>15. <b>Parent</b> - Includes natural parents, a legal guardian or an individual acting as a</p>
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parent of a student in the absence of a parent or guardian. The school district will presume that a parent has the authority to exercise the rights inherent in this policy unless the school district has been provided with evidence that there is a state law or court order governing such matters as divorce, separation, or custody, or a legally binding instrument, which provides to the contrary.

16. **Personally Identifiable** - Means that the data or information includes, but is not limited to:

- a. The name of a student, the student's parents/guardians, or other family member.
- b. The address of the student or the student's family.
- c. A personal identifier, such as the student's social security number, or a student number.
- d. A list of personal characteristics which would make the student's identity easily traceable by a person not already familiar with the student's identity or other information which would make the student's identity easily traceable.

17. **Purging** – See “Destruction”.

18. **Record** – any information maintained in any way, including, but not limited to:

1. handwriting
2. print
3. film
4. computer media
5. video or audio tape
6. microfilm or microfiche

19. **Representational Consent** – as the legally elected or appointed representatives of the parents/guardians of a school district, the Board of School Directors may collectively, as a body, grant approval (representational consent) to such programs, processes, and procedures as are considered to be the valid, legal, and expected function of any responsible educational agency. The consent decisions of the representational agency are (subject to higher authority or judicial review) binding on all students and parents/guardians whether or not they might individually have consented.

20. **Secretary** – Secretary of the U.S. Department of Education.

<p>5. Guidelines</p> <p>Title 22 Sec. 12.33 34 C.F.R. Sec. 99</p>	<p>21. <b>Student</b> - Includes any school age person, whether a regular education or exceptional student, with respect to whom the school district maintains an education record.</p> <p>22. <b>School Officials</b> for the purpose of this Policy include:</p> <ul style="list-style-type: none"> <li>• A person employed by the agency or school in an administrative, counseling, supervisory, academic, student support services, or research position, or a support person to these positions; or</li> <li>• A person employed by or under contract to the agency or school to perform a special task.</li> <li>• A duly authorized expulsion hearing committee of the Board.</li> </ul> <p><b><u>Collection</u></b></p> <p>By their approval of this policy, the School Board provides representational consent of parents and eligible students for the collection of basic identifying information and the administration of aptitude and achievement tests. Annually, the School Board shall approve a district wide testing program that shall be made known to parents and eligible students.</p> <p>Parents and eligible students eighteen (18) years and older shall be notified annually and upon enrollment of:</p> <ol style="list-style-type: none"> <li>1. The policies and procedures of the school district regarding student education records.</li> <li>2. The data collected through representational consent.</li> <li>3. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.</li> <li>4. The conditions for disclosure or dissemination of information.</li> <li>5. The rights and procedures for parents or eligible students: <ol style="list-style-type: none"> <li>a. To access education records.</li> <li>b. To seek an amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights.</li> </ol> </li> </ol> <p>The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that the Family and Educational Rights and Privacy Act and 34 C.F.R. § 99.31</p>
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34 C.F.R.  
Sec. 99.21, 99.22,  
99.63

authorize disclosure without consent.

6. The right to file with the Department of Education a complaint under 34 C.F.R. § 99.63-99.64 concerning alleged failures by the educational agency or institution to comply with the requirements of the Family Educational Rights and Privacy Act and 34 C.F.R. § 99.7.

The student or the parents or guardian of a dependent student may request that specific data, e.g., awards, part-time employment, volunteer service in school or community, be placed on the student's file. If such information is verified and of recognized relevance, it may be added to the file. Also, the student or parent may submit a disclaimer concerning the appropriateness or validity of any material in the file. Such statement shall be dated, signed, and kept in the file as long as the material it concerns remains in the file. The appeal process outlined in this policy shall apply for this purpose.

#### **Security and Privacy**

The Superintendent shall be responsible for education record maintenance and access and for the education of staff about maintenance and access policies. The school principal is responsible for implementing the policy concerning student education records in the building. All school personnel having access to education records should receive periodic training in security, with emphasis upon privacy rights of students and parents.

Records are to be kept secure at all times under the supervision of the school principal or designated agent.

In addition to the submission of a disclaimer, a parent or eligible student has the right to challenge the validity or appropriateness of any information in the education record and request that such information be corrected or deleted.

A parent or eligible student who believes that information in education records collected, maintained or used by the school district is inaccurate or misleading or violates the privacy or other rights of the student, has the right to request that the building principal amend the information under the following procedures:

1. The parent or eligible student shall submit, in writing to the building principal, a request for amendment, which shall include a brief statement, which specifies the record(s) to be amended and the reason that an amendment is requested.
2. The school principal shall decide whether to amend the information in accordance with the requests of the parent or eligible student within a reasonable time period after receipt by the school principal of the request to

	<p>amend, but not more than thirty (30) calendar days.</p> <ol style="list-style-type: none"> <li>3. If the school principal decides to amend the information in accordance with the request, the school principal shall notify the Superintendent. After approval by the Superintendent, the school principal shall notify the parent or eligible student, in writing, of the decision to amend the record.</li> <li>4. If the school principal decides to refuse to amend the information in accordance with the request of the parent or eligible student, the school principal shall inform the parent or eligible student, in writing, of both the refusal and the specific reason(s) for the refusal, and shall notify the parent or eligible student, in writing, of their rights to request and receive a hearing.</li> </ol> <p>If the parent or eligible student, upon receiving written explanation from the school principal, still feels a need to challenge information in the education record, the parent or eligible student shall, upon written request to the Superintendent, be granted a hearing in accordance with the following provisions:</p> <ol style="list-style-type: none"> <li>1. The hearing shall be held at a mutually agreed upon time and place within a reasonable time of receiving the written request, but not more than thirty (30) calendar days. The parent or eligible student shall be given notice of the date, place and time within a reasonable time period in advance of the hearing but not less than ten (10) calendar days in advance of the hearing.</li> <li>2. A three (3) member panel of professional school staff shall preside over the hearing. A chairperson designated by the Superintendent, who shall not have a direct interest in the outcome, shall conduct the hearing. Under no circumstances will the school principal who initially received the request for amendment of the record be involved in the hearing process other than to offer testimony.</li> <li>3. The parent or eligible student may be represented by counsel at their own expense and will be afforded a full and fair opportunity to present evidence and to examine and cross-examine witnesses.</li> <li>4. Within a reasonable period of time after the conclusion of the hearing, but not more than thirty (30) calendar days, the panel will make its decision(s), based solely on the evidence presented at the hearing, known to the parent/guardian or individual acting as a parent in the absence of the parent(s)/guardian(s), and will include a summary of the evidence and reasons for said decision(s).</li> <li>5. If, as a result of the hearing, the panel decides to amend the record, it shall so notify the parent or eligible student, in writing and the item(s) in question shall be amended.</li> </ol>
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<p>Title 22 Sec. 12.33 34 C.F.R. Sec. 99</p> <p>Title 22 sec. 11.11</p>	<ol style="list-style-type: none"> <li>6. If, as a result of the hearing, the panel decides not to amend the information, then it shall inform the parent or eligible student, in writing, of their rights to place in the education record a statement which sets forth the written comments of the parent or eligible student upon the information in the education record, or reason(s) for disagreeing with the decision of the school district, or both written comments and reasons.</li> <li>7. The statement of the parent or eligible student shall be appended, by the Superintendent or designee, to the education record so long as the record or the contested portion thereof is maintained by the school district.</li> <li>8. If the education record of the student or the contested portion thereof is released to any party, the statement of the parent or eligible student shall also be released to that party.</li> </ol> <p>A parent or eligible student also has the right to file complaints concerning acts of non-compliance with this policy by contacting the Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Ave., SW, Washington, D.C. 20202-4605.</p> <p><b><u>Dissemination or Disclosure</u></b></p> <p>The school district is often asked to transmit student information to other agencies, institutions or individuals. Since conveyance of records removes data from the control of the school, stringent precautions are required to protect the rights of the student against infringement of privacy, misinterpretation of data, and inappropriate use.</p> <p>Upon receiving a request for educational records from another school district or charter school, the school district shall forward the records within ten (10) business days of receipt of the request.</p> <p>Student medical records, maintained by the nurse's office, are considered educational records as per federal guidance and may be shared with staff who the school district determines has a legitimate educational interest and a need to know medical information in order to protect the safety and health of the student. Parental requests to maintain the confidentiality of any given medical information must be made in writing and should be directed to the school principal.</p> <p>The confidentiality of mental health records/information shall be completely maintained. Such records are covered by the PA Mental Health Procedures Act 55 Pa. Code § 5100.33.</p> <p>The school district may, without the consent of the student or parent, release personally identifiable information from an educational record of a student</p>
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	<p>to/when:</p> <ol style="list-style-type: none"> <li>1. School Officials with a legitimate educational interest in the student.</li> <li>2. Authorized representatives of the Comptroller General of the United States,</li> <li>3. the Attorney General of the United States, the Secretary of Education, and state or local educational authorities subject to the requirement of 34 C.F.R. § 99.35.</li> <li>4. The disclosure is in connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to: <ol style="list-style-type: none"> <li>a. Determine eligibility for the aid.</li> <li>b. Determine the amount of the aid.</li> <li>c. Determine the conditions for the aid.</li> <li>d. Enforce the terms and conditions of the aid.</li> </ol> </li> </ol> <p>Financial aid is defined as a payment of funds provided to an individual (or a payment in kind of tangible or intangible property to the individual) that is conditioned on the individual's attendance at an educational agency or institution.</p> <ol style="list-style-type: none"> <li>5. State and local officials or authorities to whom information is specifically allowed to be reported or disclosed pursuant to: <ol style="list-style-type: none"> <li>a. State statute adopted prior to November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and the system's ability to effectively serve the student whose records are released.</li> <li>b. State statute adopted after November 19, 1974, subject to the requirements of 34 C.F.R § 99.38.</li> </ol> </li> <li>6. Officials of other primary, secondary, or post-secondary schools in which the student is presented for enrollment or intends to enroll, provided the parent, guardian or eligible student, in advance of the transfer, is notified of the transfer and has an opportunity to challenge the record and to receive a copy of the record if so desired in accordance with 34 C.F.R. § 99.35. (Annual notice prior to the beginning of the school year shall be given to parents regarding their rights in cases of transfer of records without consent. This annual notification to parents shall be considered sufficient to meet the intent</li> </ol>
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	<p>of record transfers to other educational agencies.)</p> <p>7. Agents or agencies conducting educational research who may request group data, provided:</p> <ul style="list-style-type: none"><li>a. The project is approved according to the school district's policies and guidelines pertaining to research activities.</li><li>b. The study is conducted in a manner that does not permit personal identification of the parents and students by individuals other than representatives of the organization.</li><li>c. The information is destroyed when no longer needed for the purposes for which the study was conducted.</li></ul> <p>8. The disclosure is to accrediting organizations to carry out their accrediting functions.</p> <p>9. The disclosure is to parents, as defined in 34 C.F.R. § 99.3, of a dependent student, as defined in Section 152 of the Internal Revenue Code.</p> <p>10. The disclosure is to the parent of a student who is not an eligible student or to the student.</p> <p>11. The disclosure is information the educational agency or institution has designated as "directory information."</p> <p>12. To the school district's insurance carriers and legal counsel, and/or their agents, employees and representatives in connection with existing or anticipated claims, litigation or other proceedings involving the student; provided, however, that such disclosure shall be subject to the condition that any such third parties will not disclose the information to any other party without the prior consent of the parent/guardian or eligible student unless otherwise required by law.</p> <p>13. For the purpose of enforcing the law, maintaining school safety and creating, maintaining and releasing records in connection with law enforcement purposes, and pursuant to the Family Educational Rights and Privacy Act, the Superintendent or proper school officials, as designated by the Superintendent, may release records and information created and maintained for law enforcement purposes, such as incident reports, files, notes and memoranda, without the consent of students or parents.</p> <p>14. To the Attorney General of the United States or to his or her designee in response to an <i>ex parte</i> order in connection with the investigation or</p>
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	<p>prosecution of terrorism crimes specified in sections 2332b (g)(5)(B) and 2331 of title 18, US Code, which does not require a school official to record a disclosure of information from a student's education record when the school makes that disclosure pursuant to an <i>ex parte</i> order.</p> <p>15. To military recruiters, upon request, access to and contact information on secondary students (name, address and listed telephone number). Access must be the same as would be provided to higher education institutions and prospective employers. A parent/guardian or student can request that the information not be released without prior written consent.</p> <p>Other than as prescribed above, no information from a student education record may be divulged, except:</p> <ol style="list-style-type: none"> <li>1. With written consent of the eligible student or former student or the parent or guardian (if the student is a dependent) specifying records to be released, to whom, for what purpose, and with a copy of the records to be released to the consenter, if desired. (For the purposes of this part, whenever a student has attained eighteen (18) years of age, or is attending an institution of post-secondary education, the rights afforded, and the consent required of the parent of the student, shall thereafter only be accorded to and required of the eligible student unless s/he is a dependent as defined in Section 152 of the Internal Revenue Code.)</li> <li>2. The disclosure is to comply with a judicial order or subpoena. A reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance unless disclosure is in compliance with: <ol style="list-style-type: none"> <li>a. A Federal grand jury subpoena and the court has ordered that the existence or the contents of the subpoena not be disclosed.</li> <li>b. Any other subpoena issued for a law enforcement purpose and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.</li> </ol> </li> <li>3. If an educational agency or institution and a parent or student are involved in a legal action against each other, the educational agency or institution may disclose to the court, without a court order or subpoena, the educational records that are relevant to the case.</li> </ol> <p>Each matter of request for consent must be handled separately; for example, blanket permission for release of data within an extended period of time may not be solicited since it, by definition, does not provide an opportunity for informed consent.</p>
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The school district will annually designate certain personally identifiable information as "Directory Information." Directory information on former students or students currently enrolled may be disclosed for purposes beneficial to the student or the school district and only with the approval of the Superintendent. It shall not, however, be the policy of the school district to prepare annually and maintain file lists of "directory type information" for disclosure purposes.

The parent or eligible student has the right to refuse the disclosure or dissemination of any or all types of directory information by giving the school district written notice within twenty (20) calendar days of publication of the notice.

Parents or eligible students shall be given public notice relative to this right at the beginning of the school year. The parent/guardian of a dependent student may have access to all education records. The same access is extended to eligible students and former students who are legally emancipated.

Requests by a parent, guardian or eligible student to inspect and review the education record of a student or to have a designated representative inspect and review the education record of a student are to be directed to the principal of the building in which the student is enrolled or to the school district administrative offices for the access to inactive records (graduates and withdrawals). Access shall be granted within a reasonable period of time (not to exceed 45 calendar days) and shall be in the presence of the principal or a designated agent for the purposes of security and assistance in explaining or interpreting the data. Below are the locations of educational records:

1. Active student education records of regular students are available in the building in which the student is enrolled. Copies of the record will be provided to the parent or eligible student upon written request.
2. Active records of exceptional students are available at the following locations, depending on the nature of the information and its relative need in the daily educational activities of the student.

a. Building in Which the Student is Enrolled

Permanent administrative records, including:

1. Name and birth dates.
2. Names and addresses of parents/guardians.
3. Academic work completed.

<p>34 C.F.R. §99.11 (a)</p>	<ol style="list-style-type: none"> <li>4. Level of achievement, e.g., grades and standardized test scores.</li> <li>5. Attendance data.</li> <li>6. Health records.</li> </ol> <p>b. <u>Special Education Office</u> - Evaluation, psychological, psychiatric, and neurological reports, Individualized Education Programs, and all other reports of a similar nature relative to an exceptional student's educational program and placement and necessary for providing the student with appropriate educational services.</p> <ol style="list-style-type: none"> <li>3. Records of graduates and withdrawals are available in the school district administrative offices. Request forms for release of inactive student information from graduate or withdrawal files maintained in the school district administrative offices shall be signed by a parent, guardian, or eligible student. A copy of this request will be maintained in the school district administrative offices.</li> </ol> <p>Once student education record information has been released to an agency or person outside the school district, as prescribed above, the school district can no longer be exclusively responsible for the confidentiality of the information.</p> <p>There shall be maintained, for each active student, a record of access to and release of the student's education record. This shall be available to the parent or guardian of dependent students or to eligible students and to the school district as a means of auditing the operation of the system. The record of access is not meant to include entries by the primary users and custodians of student records designated by the Superintendent or the building principal. Specifically, this includes teachers, school counselors, and authorized clerical staff.</p> <p><b><u>Copying Records</u></b></p> <p>Copies of student transcripts, including certification thereof, shall be provided free of charge to for student actively enrolled in the school district within the 60 days immediately preceding such a request.</p> <p>Otherwise, the school district shall charge fees for copies of education records, even when obligated to provide copies to parents under C.F.R. §99.10 (d), as follows:</p> <p>Unofficial (non-certified) copy of transcript via facsimile, e-mail, regular</p>
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USPS, or pick-up: \$1.00

Official (certified) copy of transcript via facsimile, e-mail, regular USPS, or pick-up: \$6.00

Official (certified) copy of transcript via USPS Priority Mail: \$12.00. Other than as specified above, fees for the actual cost of reproducing, secretarial time, and postage shall be reasonable and shall follow the same fee schedule as provided for public records. Such fees may be waived by the school district when the imposition effectively prevents a parent or eligible student from exercising the right to inspect and review the students' education records.

**Maintenance and Destruction of Information**

The school district shall maintain the educational records of all its students consistent with this policy. Parents and eligible students shall be informed of these records and their right of access to these data as described in the policy.

Staff members may maintain personal and confidential files containing grades, notes, transcripts of interviews, clinical diagnoses, and other memory aids for their own use in counseling students and parents or guardians. Such private notes are not to be made a part of the student's permanent or cumulative record, are not to be released to others, and must be destroyed when they no longer serve a useful purpose to the staff member or when the student or professional leaves the school or school system. Such notes are considered to be the personal property of the professional and shall be guarded by the tenets of professional ethics.

The school district shall inform the parents or eligible student when personally identifiable information in the records of the student is no longer relevant to and necessary for the provision of educational services to the student.

Upon written request of the parent or eligible student, information no longer relevant to and necessary for the provision of educational services to the student shall be destroyed by the school district. However, a written record, or microfilm copy of the same, including a student's name, address, phone number, grades, attendance records, classes attended, grade level completed and year completed shall be maintained for at least one hundred (100) years beyond the date the student attains the age of twenty-one (21).

Prior to the destruction of information referred to in this policy, the school district shall send written notification to the parents, which shall inform the parents of their right to receive a copy of the material to be destroyed at a fee not to exceed duplication costs.

The school district may destroy education records under the following circumstances:

- a. Records that include a student's name, address, grades, attendance records, classes attended, grade level completed and year completed may be destroyed when 100 years have passed since the student's 24th birthday.
- b. Special Education records, Section 504 records, Instructional Support Team (IST) records, and health records may be destroyed when ten (10) years have passed from the date a student has left the school district as long as there is no outstanding request to inspect and review the records and the records are deemed no longer useful to the school district.
- c. Parents or eligible students (eighteen years of age or older) have not requested copies by November 1 of the year the records may be destroyed as per paragraphs a & b above. Parents or eligible students have the right to request a copy of student records before destruction.
- d. Notice of this procedure is provided annually by publication in student handbooks, the school district newsletter and/or the school district calendar, and on the school district website.

No education records containing information necessary for the education of a student who is enrolled or has been enrolled in an education program operated by the school district shall be destroyed except as outlined in this policy.

Nothing in this section, except as stated above, shall be construed to mean that the school district is required to destroy education records.

The destruction of any student records recorded on paper shall be by shredding.

The school district shall not destroy any education records if there is an outstanding request to inspect and review the records.

#### **Policy Interpretation and Construction**

This policy shall not be construed to impose upon the school district any obligation or duty not otherwise imposed by law.

Failure to conform to the requirements of this policy shall not be used against the school district, unless that failure causes a substantial violation of the privacy or other legal rights of the student, or his/her parents.

Relative to special education students, this policy shall not be construed to be inconsistent with the Individuals with Disabilities Education Act (IDEA) 20 U.S.C. § 1400.1 et. seq., and its implementing regulation, 34 C.F.R. Part 300; and Chapters 14 and 16 of the regulations of the State Board of Education, 22

<p>Title 22 Sec. 12.31</p>	<p>Pa. Code § 14.1 and 16.1, et. seq.</p> <p>This policy shall be construed as consistent with all applicable state and federal laws. When a requirement of law cannot be reconciled with a provision of this policy, the requirement of law shall supersede and nullify the provision of this policy and shall be considered the policy of the school district.</p> <p>The school district shall provide for the need to effectively notify parents/guardians of students identified as having a primary or home language other than English, hearing or visual impairment.</p> <p>Procedures for the disclosure of student records shall apply equally to military recruiters and postsecondary institutions.</p> <p>Copies of the student records plan shall be submitted to the Department of Education upon request of the Secretary.</p>
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# EAST STROUDSBURG AREA SCHOOL DISTRICT

SECTION: PROPERTY  
TITLE: USE OF FACILITIES  
ADOPTED: August 19, 2002  
REVISED: May 17, 2004  
November 15, 2004  
August 21, 2006  
July 16, 2007  
June 22, 2009  
November 21, 2016  
**Effective Date 1/1/17**

	707. USE OF FACILITIES
1. Purpose SC 775	The Board recognizes that the primary purpose of the buildings, facilities, and property of the district is to provide students with an appropriate learning environment. The district does make available its facilities to district residents, community organizations and organizations providing a benefit to the school and community on a space available basis outside of normal school hours. This use is not intended to be permanent or ongoing for an extended time. District events shall have priority in the use of facilities and may preempt requests for use by other groups.
2. Authority SC 511 Title 22 Sec. 12.9  SC 775	The Board will permit the use of school facilities when permission has been requested in writing and has been approved in accordance with this policy.  Scheduling priority shall be granted in order of classification.  The Board shall establish annually a schedule of fees for the use of school facilities which shall include a fee for all Class II-IV uses occurring on Saturday and/or Sunday. Please refer to Attachment A.  The Board will not consider waivers of any of the requirements set forth in this policy.
3. Delegation of Responsibility	The Superintendent or designee shall implement administrative regulations or procedures for requesting and granting permission for use of school facilities and shall distribute the necessary information to individuals/groups affected by them.  An application for use of school facilities may be disapproved because of noncompliance with established policy and procedures by the Superintendent.
4. Guidelines	<b><u>Application Process</u></b>  a. When requesting permission to use school district buildings, facilities or property, the applicant must submit a written request on the prescribed application form to the school principal at least thirty (30) calendar days

prior to the date for which a facility is requested. (Applications for such usage may be obtained in any school office.) Completed applications should be returned to the school principal for determination of availability of the requested facility.

- b. The application must specify the portion of the school facilities requested for use; proposed event; anticipated number of individuals participating; and the date, time and duration of the proposed event. Any school equipment that is to be used in conjunction with requested facilities shall be identified at the time that the request for use of facilities is made. The users of school equipment must accept liability for any damage or loss to such equipment that occurs while it is in their use. Where rules so specify, no item of equipment may be used except by a qualified operator. The term "user" as used herein shall mean the individual, organization, or group that applies for and/or is granted permission to use school facilities
- c. The applicant shall agree to exercise proper care in the use of the property and facilities, to indemnify and hold harmless the school district for any and all damages to school or other property by any person or persons attending the affair and to indemnify and hold harmless the school district against liability for any and all damage to any person or persons for injuries, including death.
- d. A certificate of insurance shall be attached to the application. The minimum limits of liability are: a minimum of \$100,000 for all damages arising out of bodily injury/person/accident; and \$300,000 aggregate for all damages sustained by two (2) or more persons/accident. Non-school related applicants must secure liability and property insurance in the amount of not less than \$500,000 Bodily Injury Liability and \$500,000 Property Damage Liability, listing the school district as an additional insured. In such event, the applicant shall furnish the building principal with a certificate showing that such insurance has been obtained. The *Certificate of Insurance* MUST list East Stroudsburg Area School District as a certificate holder as well as an additional insured on the policy.
- e. The school principal will forward the application to the Superintendent's Office for approval.

#### **Application Evaluation**

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

1. Conflict with any school-sponsored activity. Any scheduled school activity, whether taking place during the school day or otherwise, shall have

	<p>precedence over any other activity for the use of such facility. In the event a school activity is postponed due to inclement weather, etc., and the make-up day conflicts with a planned community or other activity, the school program would take precedence and necessitate the rescheduling of the community activity and/or other activity.</p> <ol style="list-style-type: none"> <li>2. Access to school facilities closed due to renovations, maintenance, cleaning, the school calendar or Board action.</li> <li>3. Access to school facilities containing equipment or furnishings which, if damaged or operated by an unqualified operator, would be detrimental to the operation of a school district program.</li> <li>4. Prevention or encumbrance of school district personnel from preparing school facilities for their primary purpose, because of the nature or duration of the activity.</li> </ol> <p><b><u>Limitations</u></b></p> <p>When applicants receive written permission to use school facilities under this policy, such use shall be conditioned upon strict compliance with the following:</p> <ol style="list-style-type: none"> <li>1. All events must terminate and all groups must vacate school premises at a designated time; but school premises must always be vacated by 10:30 p.m. unless otherwise authorized in advance by the Superintendent.</li> <li>2. Facilities may not be occupied beyond rated capacity. The total number of participants and spectators in that activity must be supplied with the application.</li> <li>3. When advertising or promoting events held at school facilities, groups shall clearly communicate that the events are not being sponsored by the school district. The district disclaimer must be posted on all flyers and flyers must have approval of Superintendent prior to posting and/or distribution.</li> <li>4. Accidents involving persons and/or property should be promptly reported to School Police at 570-424-7833 (24-hours).</li> <li>5. Requests for use of stage facilities, lighting and installation of scenery shall be clearly indicated on the application. Only school district staff may operate the stage lighting and sound systems.</li> <li>6. Requests for use of district kitchens and/or concession stands shall be clearly indicated on the application. The use of district kitchens or concession stands requires the supervision of the district's Food Service Department.</li> </ol>
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7. Any use of swimming pool facilities must have the approval of the Director of Athletics and Activities and the requesting group must supply documentation of one (1) certified lifeguard who will be supervising waterside during the duration of the event.
8. Where large audiences are anticipated, the applicant shall be responsible for proper security, parking of cars on the paved parking area and to provide the additional services needed to direct and control parking. Security and parking provisions must be approved by the Chief of School Police prior to the event taking place. The Chief of School Police shall determine whether school district security personnel are required due to the anticipated number of participants.
9. Responsible adult supervision in adequate numbers must be provided by the sponsoring organization. Sponsors of an activity must remain on the premises until all participants and attendees have left the facility.
10. The use of school facilities may not be permitted when schools are closed due to inclement weather or the closing of school due to early dismissal. The school district is not responsible for any costs incurred by the user which may result from such closure. Users are responsible to consult the district website, local TV and/or radio stations for information on mid-week school closings. Users are also responsible for contacting School Police at 570-424-7833 (24 hours) for information on weekend closures due to inclement weather.
11. A custodian and/or other school district personnel must be on duty at all times when a facility is in use.
12. After the application has been approved, the applicant may **not** assign, sublet, or transfer its rights or privileges to any other individual, group, or organization.
13. Individuals/Groups are responsible to remove all equipment/supplies at the conclusion of the event unless prior permission is granted by school officials.

**Conduct of Patrons/Prohibited Activities**

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

1. Conduct that would alter, damage or be injurious to any school district property, equipment or furnishings.

<p>SC 511</p>     <p>35 P.S. 1223.5 20 U.S.C. Sec. 7182, 7183 SC 511</p>	<ol style="list-style-type: none"> <li>2. Conduct that would constitute a violation of the Pennsylvania Crimes Code and/or state and federal laws and regulations.</li> <li>3. The possession, use or distribution of illegal drugs and/or alcoholic beverages in any form.</li> <li>4. Tobacco use by any persons in its school buildings and on any property that is owned, leased or controlled by the school district.</li> <li>5. The possession or use of weapons on or near the premises of the school property.</li> </ol> <p><b><u>Violations</u></b></p> <p>The school district reserves the right to remove from school district premises any individual or community group who fails to comply with the terms and conditions of this policy and established procedures.</p> <p>The district reserves the right to bill any group regardless of classification for cleanup costs at a rate of 150% of the actual cost, if facilities are not returned in the same condition as they were received by the group.</p> <p>An evaluation form shall be completed by the building administrator to document any individual or community group's non-compliance with this policy and/or terms under which permission was granted to use the school facilities. Evaluation forms are to be submitted to the Superintendent's office for review.</p> <p>Upon review/investigation, the Superintendent will determine whether that individual or community group forfeits the right to submit future written requests to use school district property.</p> <p><b><u>Classifications</u></b></p> <ol style="list-style-type: none"> <li>a. <b>Class I – District Sponsored Events</b> Events directly sponsored by the district, including but not limited to its student organizations, student clubs, athletics and/or extra-curricular activities.</li> <li>b. <b>Class II – District Affiliated Group Events in Direct Support of District Activities</b> Events directly sponsored by organizations that are officially attached to the district and whose very existence is contingent upon that of the school district. To be considered as a Class II organization, booster groups must receive formal</li> </ol>
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designation by the Board submitting current operating by-laws and annually a list of officers with authority to sign the permit application.

**c. Class III – Other Events in Direct Support of District Activities**

Events, which exclusively benefit and/or advance the interests of the district and/or its students through programs and/or fundraising.

**d. Class IV –Civic Groups or Community Service Benefit Events**

Class IV represents events, sponsored by civic groups or service organizations located within the boundaries of the district which directly benefit and/or advance the interests of district residents through programs or fundraising.

**e. Class V – All Other Events**

Events, including but not limited to meetings, religious services, performances, rallies, and/or sales, which in any way benefit and/or advance the interests of the sponsoring entity.

**Fee Structure**

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

Groups other than those designated as Class I will be responsible for an additional cost of \$35/hr./person for use of district facilities on a Saturday and \$45/hr./person on a Sunday for security, food services and/or custodial support.

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

**Seasonal Rates:**

Seasonal rates are provided for groups who may wish to use a district facility for more than the occasional use. A season is defined to be a period not to exceed 3 months. Groups may not reserve the use of facility for more than one season at a time. Requests for additional seasons may not be made more than one month prior to the expiration of the approved season.

For a full schedule of fees, please refer to Attachment A.

**References:**

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

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

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

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

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

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

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

Board Policy – 000



**707 Attachment -- USE OF FACILITIES -- SCHEDULE OF FEES**

<b>FACILITY</b>	<b>FEE</b>	<b>CLASS I</b>	<b>CLASS II*</b>	<b>CLASS III*</b>	<b>CLASS IV*</b>	<b>CLASS V*</b>
Auditorium	Per Event	N/A	N/A	N/A	\$ 1,000	\$ 1,500
	Seasonal	N/A	N/A	N/A	\$ 6,000	\$ 9,000
Black Box Theater (HS South)	Per Event	N/A	N/A	N/A	\$ 500	\$ 750
	Seasonal	N/A	N/A	N/A	\$ 3,000	\$ 4,500
Cafeteria/Multipurpose Rm	Per Event	N/A	N/A	N/A	\$ 200	\$ 300
	Seasonal	N/A	N/A	N/A	\$ 1,200	\$ 1,800
Kitchen	Per Event	N/A	N/A	N/A	\$ 300	\$ 450
	Seasonal	N/A	N/A	N/A	\$ 1,800	\$ 2,700
Concession Stand	Per Event	N/A	N/A	N/A	\$ 100	\$ 150
	Seasonal	N/A	N/A	N/A	\$ 600	\$ 900
Gym (Secondary)	Per Event	N/A	N/A	N/A	\$ 750	\$ 1,125
	Seasonal	N/A	N/A	N/A	\$ 4,500	\$ 6,750
Locker Rooms	Per Event	N/A	N/A	N/A	\$ 100	\$ 150
	Seasonal	N/A	N/A	N/A	\$ 600	\$ 900
Gym (Elementary)	Per Event	N/A	N/A	N/A	\$ 250	\$ 375
	Seasonal	N/A	N/A	N/A	\$ 1,500	\$ 2,250
Classroom	Per Event	N/A	N/A	N/A	\$ 50	\$ 75
	Seasonal	N/A	N/A	N/A	\$ 300	\$ 450
Large Instructional Room/Library	Per Event	N/A	N/A	N/A	\$ 75	\$ 115
	Seasonal	N/A	N/A	N/A	\$ 450	\$ 675
Natatorium	Per Event	N/A	N/A	N/A	\$ 500	\$ 750
	Seasonal	N/A	N/A	N/A	\$ 3,000	\$ 4,500
Turf Field (w/o Lights)	Per Event	N/A	N/A	N/A	\$ 1,000	\$ 1,500
	Seasonal	N/A	N/A	N/A	\$ 6,000	\$ 9,000
Turf Field (w/ Lights)	Per Event	N/A	N/A	N/A	\$ 1,250	\$ 1,875
	Seasonal	N/A	N/A	N/A	\$ 7,500	\$ 11,250
Football/Soccer Grass Fields	Per Event	N/A	N/A	N/A	\$ 250	\$ 375
	Seasonal	N/A	N/A	N/A	\$ 1,500	\$ 2,250
Baseball/Softball Fields	Per Event	N/A	N/A	N/A	\$ 250	\$ 375
	Seasonal	N/A	N/A	N/A	\$ 1,500	\$ 2,250
Grass Practice Fields (No Prep)	Per Event	N/A	N/A	N/A	\$ 100	\$ 150
	Seasonal	N/A	N/A	N/A	\$ 600	\$ 900
Tennis Courts	Per Event	N/A	N/A	N/A	\$ 25	\$ 40
	Seasonal	N/A	N/A	N/A	\$ 150	\$ 225
<b>INSURANCE CERT REQUIRED</b>		<b>N</b>	<b>N</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>

Seasonal Rate (3 months) = 6x Per Event rate

Class V = Class IV + 50%

Kitchen/Concession includes the cost of one (1) Food Services worker for an estimated 3 hrs/event

\*Groups other than those designated as Class I will also be responsible for an additional cost of \$35/hr./person for use of district facilities on a Saturday and \$45/hr./person on a Sunday for security, food services and/or custodial support.

# EAST STROUDSBURG AREA SCHOOL DISTRICT

NO.: 826

SECTION: OPERATIONS

TITLE: AUDIO AND VIDEO  
RECORDING

ADOPTED: DECEMBER 15, 2014  
NOVEMBER 21, 2016

	826. AUDIO AND VIDEO RECORDING
1. Purpose	The Board is deeply concerned with maintaining the safety, security and well- being of those within the school setting.
2. Authority 24 P.S. § 5-510	The Board has determined that the use of audio and/or video surveillance can help to discourage misconduct, assist in the maintenance of safety and order on School Property, School District-owned, operated, or contracted School Buses and School Vehicles <sup>1</sup> and aid in the identification, apprehension and possible prosecution or punishment of persons violating applicable laws and School District rules, regulations and policies.
3. Definitions 24 P.S. § 13-1301-A	<u>School Property</u> – any public school grounds, any school-sponsored activity or any conveyance providing transportation to/from a school entity or school-sponsored activity.
75 Pa. C.S.A. §102	<u>School Bus</u> – a motor vehicle that is designed to carry eleven (11) passengers or more, including the driver, and is used for the transportation of preprimary, primary, or secondary school students to or from public, private or parochial schools or events related to such schools or school-related activities.
75 Pa. C.S.A. §102	<u>School Vehicles</u> – a motor vehicle, except a motorcycle, designed for carrying no more than ten (10) passengers, including the driver, and used for the transportation of preprimary, primary or secondary school students while registered by or under contract to the School District. The term includes vehicles having chartered, group and party rights under the Pennsylvania Public Utility Commission and used for the transportation of school children.

<sup>1</sup> See Definition section for the defined terms generally provided in initial capital letters throughout this Policy.

	<p style="text-align: center;">826. AUDIO AND VIDEO RECORDING</p>
4. Delegation of Responsibility	<p>The use of surveillance systems shall be under the direction of the Superintendent.</p> <p>The Superintendent, and/or designee(s) must enforce the appropriate discipline policy, as required.</p>
18 Pa. C.S.A. §5704 (18)	<p>Based on the evidence collected, the building principal must determine the appropriate discipline for violations of the School District's discipline policy(ies), Code of Student Conduct, other School District policies, regulations, rules, and procedures.</p> <p>School Buses/School Vehicles—The driver is responsible for the health, safety, and welfare of passengers while in transit, and for carrying out his/her duties assigned by the School District. The driver may review the audio and video recordings to assist in writing a conduct referral, incident report, or other required writing but he/she must conduct his review in the presence of the School District's Director of Transportation, and/or designee.</p> <p>If needed, the Superintendent is granted the authority to create and enforce an administrative regulation to accompany this Policy.</p>
18 Pa. C.S.A. §5704(18)	<p>As an exception to Pennsylvania's <i>Wiretapping and Electronic Surveillance Act</i>, the School District is authorized to intercept oral communications for disciplinary or security purposes, or both, on a School Bus or a School Vehicle, without prior court approval, if all of the following conditions listed below are met:</p> <ul style="list-style-type: none"> <li>• The Board has adopted this policy that authorizes audio interception on School Buses or School Vehicles for disciplinary or security purposes.</li> <li>• This policy is posted on the district's publicly accessible website.</li> <li>• Each school year, notice of this policy shall be included in the Code of Student Conduct.</li> <li>• The Board posts a clearly visible notice on each School Bus or School Vehicle that is furnished with audio-recording equipment informing drivers and passengers (including students) that they may be audiotaped.</li> </ul> <p>This authorization will not apply when a School Bus or School Vehicle is used for a purpose that is not school related.</p>

## 826. AUDIO AND VIDEO RECORDING

### 5. Guidelines

Tape or other recordings from surveillance equipment shall become and remains the property of the School District and shall be maintained, used and/or destroyed under the supervision, direction, and control of school officials. Recordings shall be subject to other applicable policies, regulations, rules and procedures of the School District, including policies concerning confidentiality of student and personnel records, and shall be subject to applicable requirements of local, state and federal law.

Audio and video recording systems placed on School Property and on School Property and School District owned, operated, or contracted School Buses and School Vehicles are the property of the School District and/or the contractor.

The School District shall provide proper notice that audio and/or video surveillance may occur on any School Property, in School Buses and in School Vehicles at any time. The School District shall post written notice and provide notice in the Code of Student Conduct and on the School District's website and as required by law.

Audio and/or video surveillance shall be used only to promote the order, safety, security, and property of students, staff, contractors and others being transported on district-owned, operated, or contracted school buses or school vehicles. Recordings may be used for review of any incidents, staff and others, as evidence of disciplinary action and may be released to law enforcement officials and/or legal counsel for the School District for use in criminal or civil proceedings.

Students, employees or guests on School Property, School Buses and School Vehicles should have no expectation of privacy in their oral communication and their actions.

#### **Use and Disclosure of Recordings**

1) The audio and video recordings must be used to supplement the disciplinary and/or incident reports, i.e., the recording may not take the place of written reports by the driver or other employee.

2) Only authorized individuals may have access to the audio and video recordings. The audio and video recordings may be accessed by School District administrators (for example, superintendent, building principal, assistant principal, School Police, Director of Transportation, and Director of Technology) who need to be involved in determining whether disciplinary consequences are appropriate.

22 Pa. Code §§  
12.31 & 12.32  
20 U.S.C.  
§1232g, 34  
C.F.R. Part 99

## 826. AUDIO AND VIDEO RECORDING

3) All individuals, authorized and unauthorized, are prohibited from tampering with, disabling, or otherwise interfering with the audio and video devices and recordings. Violations, whether students, employees, or guests, will be subject to disciplinary actions, including up to expulsion, termination, termination of a contract, or legal action.

4) Recordings that captured inappropriate behavior may be used at conferences with parents, students, bus contractors, drivers, and employees.

5) Audio and video recordings that are considered educational records must be collected, maintained, secured, disseminated, and retained in compliance with the School District's *Plan for the Collection, Maintenance, and Dissemination of Student Records*, the *Family Educational Rights and Privacy Act* ("FERPA"), its accompanying regulations, and numerous other federal and state privacy laws that protect records.

6) A parent(s)/guardian(s) of a student subject to discipline may request access to the audio and video recording(s) by contacting the student's building principal within a reasonable period of time for a scheduled time to meet.

- ♦ "Access to" means review of the recording(s); no copies may be made.
- ♦ The parent may review the portion of the recording(s) relevant to his/her child's misconduct.
- ♦ If reviewing the recording infringes on the privacy or confidentiality rights of another student(s), the administration will need to determine whether there is a way to protect the student(s) privacy or confidentiality rights. If not, the request for review may need to be denied.
- ♦ Access to the recording(s) must occur in the presence of the building principal, and/or designee(s).

7) Audio and video recordings must be preserved until the disciplinary action, and any subsequent litigation is concluded. The School District's Records Retention and Records Destruction Policy and Schedule must be adhered to.

Electronic devices that have the capability to record audio and/or video shall not be used for such purposes by students unless granted permission to do so in writing by the principal or his/her designee. Students are prohibited from recording audio

## 826. AUDIO AND VIDEO RECORDING

and/or video in violation of any applicable law or Board Policy #815--Acceptable Use of the Computers, Network, Internet, Electronic Communications, Information, and Technology.

In addition to applicable discipline, failure to adhere to these rules will result in confiscation of the electronic device by school staff and a conference with the student prior to returning the electronic device. Return of the device may be delayed in accordance with the rules stated in the Code of Student Conduct. Such conferences could include a parent, and parents may be required to personally retrieve the confiscated device from the school. A student's refusal to turn over the device to staff shall be considered an act of insubordination, with the student receiving applicable and additional disciplinary consequences as per the Code of Student Conduct.

### **References:**

PA. School Code – 24 P.S. 510, 511, 1317, 1318.

PA. State Board of Education Regulations – 22 Pa. Code §§ 12.31 & 12.32.

PA. *Wiretapping and Electronic Surveillance Act* – 18 Pa. C.S.A. 5704(18).

PA. Vehicle Code – 75 Pa. C.S.A. § 102.

*Family Educational Rights and Privacy Act* – 20 U.S.C. § 1232g, 34 C.F.R. Part 99.

School District Board Policies, including but not limited to 113.1, 216, 218, 805, 810, 815, Regulations, Rules, and Procedures



New Holland Auto Group  
508 West Main Street, New Holland, Pennsylvania, 17557  
Office: 717-354-4901

## Customer Proposal

**Prepared for:**

Budget

**Prepared by:**

Jordan DiClemente  
Office: 717-354-4901  
Email: jdiclemente@newhollandauto.com

**Date:** 09/30/2016

**Vehicle:** 2017 Fusion SE  
4dr FWD Sedan



Costs : \$ 19,297  
+ make : 150  
Total : \$ 19,427

Please call to review/confirm preferred options and quote.



New Holland Auto Group  
508 West Main Street, New Holland, Pennsylvania,  
17557  
Office: 717-354-4901

2017 Fusion, Sedan  
4dr FWD Sedan SE(POH)

## Selected Options

Code	Description	MSRP
Base Vehicle		
POH	Base Vehicle Price (POH)	\$23,730.00
Packages		
200A	Equipment Group 200A	\$0.00
	- Option Discount	-\$490.00
	<i>Includes:</i> - Engine: 2.5L iVCT - Transmission: 6 Speed Automatic - Tires: P235/50R17 BSW All Season - Wheels: 17" Premium Painted Luster Nickel - Cloth Front Bucket Seats Includes 10-way power driver seat with 2-way power lumbar (fore/aft, up/down with recline, tilt) and 6-way power passenger seat (fore/aft, up/down with recline). - Radio: AM/FM Stereo/MP3/Single-CD Includes 6 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition system, 911 Assist, 4.2" LCD screen, AppLink and one smart-charging USB port. - SiriusXM Radio Includes 6-month prepaid subscription. Service not available in Alaska or Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at <a href="http://www.siriusxm.com">www.siriusxm.com</a> . All fees and programming subject to change. SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc.	
Powertrain		
997	Engine: 2.5L iVCT	Included
44W	Transmission: 6 Speed Automatic	Included
Wheels & Tires		
STDTR	Tires: P235/50R17 BSW All Season	Included
64H	Wheels: 17" Premium Painted Luster Nickel	Included
Seats & Seat Trim		
D	Cloth Front Bucket Seats	Included
	<i>Includes 10-way power driver seat with 2-way power lumbar (fore/aft, up/down with recline, tilt) and 6-way power passenger seat (fore/aft, up/down with recline).</i>	
Other Options		
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo/MP3/Single-CD	Included



New Holland Auto Group  
508 West Main Street, New Holland, Pennsylvania,  
17557  
Office: 717-354-4901

2017 Fusion, Sedan  
4dr FWD Sedan SE(POH)

## Selected Options (cont'd)

Code	Description	MSRP
	<i>Includes 6 speakers.</i> <i>Includes:</i> <i>- SYNC Communications &amp; Entertainment System</i> <i>Includes enhanced voice recognition system, 911 Assist, 4.2" LCD screen, AppLink and one smart-charging USB port.</i> <i>- SiriusXM Radio</i> <i>Includes 6-month prepaid subscription. Service not available in Alaska or Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc.</i>	
<b>Emissions</b>		
425	50-State Emissions System	STD
<b>Upfit Options</b>		
NHA	New Holland Auto Advantage <i>FREE - Completely Detailed Vehicle</i> <i>FREE - Delivery to Your Location</i> <i>FREE - Full Tank of Fuel</i> <i>FREE - PA Municipal Tags</i>	\$0.00
SUBTOTAL		\$23,240.00
Destination Charge		\$875.00
TOTAL		\$24,115.00

COSTARS Pricing Next Page



New Holland Auto Group  
508 West Main Street, New Holland, Pennsylvania,  
17557  
Office: 717-354-4901

**2017 Fusion, Sedan**  
4dr FWD Sedan SE(POH)

## Pricing - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$23,730.00
Options & Colors		-\$490.00
Upfitting		\$0.00
Destination Charge		\$875.00
<b>Subtotal</b>		<b>\$24,115.00</b>
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	
26-039	COSTARS #26-039 Passenger Vehicle Discount	-\$4,838.00
<b>Total</b>		<b>\$19,277.00</b>
Add Second Brake Pedal: + \$150		
Yes or No		

Customer Signature

Acceptance Date

Please call to review/confirm preferred options and quote.

Available Options Next Page(s)

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New Holland Auto Group  
508 West Main Street, New Holland, Pennsylvania, 17557  
Office: 717-354-4901

## Customer Proposal

---

**Prepared for:**

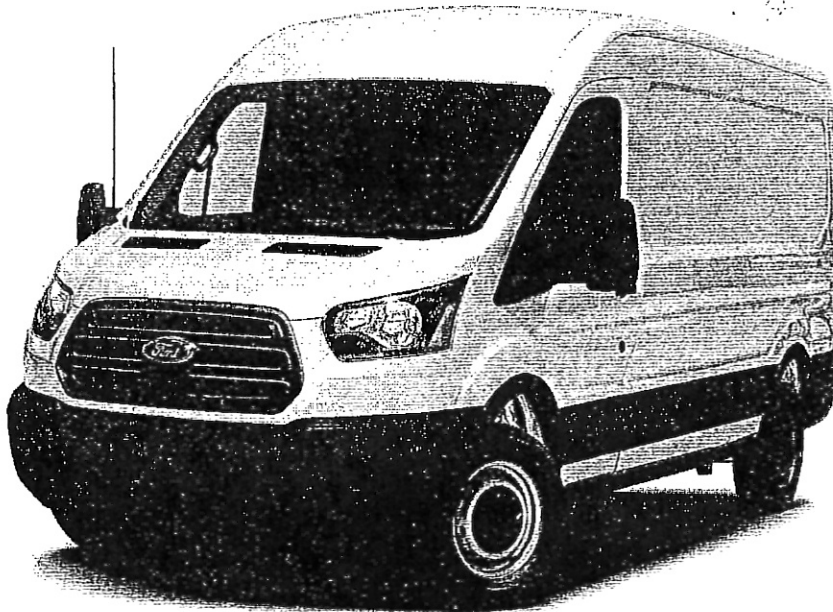
Mr. Eric Forsyth  
Director of Administrative Services, East  
Stroudsburg Area School District  
50 Vine Street  
East Stroudsburg, PA 18301  
Office: 570-424-8500  
Fax: 570-424-7846  
Email: eric-forsyth@esasd.net

**Prepared by:**

Jordan DiClemente  
Office: 717-354-4901  
Email: jdiclemente@newhollandauto.com

**Date:** 10/04/2016

**Vehicle:** 2017 Transit-150 Base  
Medium Roof Cargo Van 130" WB



94

Please call to review/confirm preferred options and quote.



New Holland Auto Group  
508 West Main Street, New Holland, Pennsylvania,  
17557  
Office: 717-354-4901

**2017 Transit-150, Medium Roof Cargo Van**  
Medium Roof Cargo Van 130" WB Base(E1C)

## Selected Options

Code	Description	MSRP
<b>Base Vehicle</b>		
E1C	Base Vehicle Price (E1C)	\$31,940.00
<b>Packages</b>		
101A	Order Code 101A <i>Includes:</i> - Engine: 3.7L Ti-VCT V6 Includes SEIC capability. - 3.73 Axle Ratio - Transmission: 6-Speed Automatic w/OD & SelectShift - GVWR: 8,600 lbs - Tires: 235/65R16C AS BSW - Wheels: 16" Steel w/Black Hubcaps - Dual Bucket Seats Includes 2-way manual (fore/aft/recline) driver and front-passenger seats and driver-side armrest. Does NOT include heated seats. - Driver & Front Passenger-Side Front Airbags - Safety Canopy Side-Curtain Airbags - Vinyl Front Bucket Seats - Radio: AM/FM Stereo Includes digital clock and audio input jack. - 4 Front Speakers No rear speakers.	N/C
<b>Powertrain</b>		
99M	Engine: 3.7L Ti-VCT V6 <i>Includes SEIC capability.</i> <i>Includes:</i> - 3.73 Axle Ratio	Included
446	Transmission: 6-Speed Automatic w/OD & SelectShift	Included
X73	3.73 Axle Ratio	Included
STDGV	GVWR: 8,600 lbs	Included
<b>Wheels &amp; Tires</b>		
STDTR	Tires: 235/65R16C AS BSW	Included
STDWL	Wheels: 16" Steel w/Black Hubcaps	Included
<b>Seats &amp; Seat Trim</b>		
21G	Dual Bucket Seats <i>Includes 2-way manual (fore/aft/recline) driver and front-passenger seats and driver-side armrest.</i> <i>Does NOT include heated seats.</i> <i>Includes:</i> - Driver & Front Passenger-Side Front Airbags - Safety Canopy Side-Curtain Airbags	Included
V	Vinyl Front Bucket Seats	Included

## Other Options



New Holland Auto Group  
508 West Main Street, New Holland, Pennsylvania,  
17557  
Office: 717-354-4901

2017 Transit-150, Medium Roof Cargo Van  
Medium Roof Cargo Van 130" WB Base(E1C)

## Selected Options (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
130WB	130" Wheelbase	STD
153	Front License Plate Bracket	N/C
	Standard in states requiring two license plates and optional in all others.	
58U	Radio: AM/FM Stereo <i>Includes digital clock and audio input jack. Includes: - 4 Front Speakers No rear speakers.</i>	Included
16E	Front and Rear Vinyl Floor Covering <i>Includes wheel well cover and rear/side scuff plates.</i>	\$245.00
<b>Emissions</b>		
425	50-State Emissions System	STD
<b>Interior Colors</b>		
VK_01	Pewter	N/C
<b>Primary Colors</b>		
YZ_01	Oxford White	N/C
<b>Upfit Options</b>		
NHA	New Holland Auto Advantage <i>FREE - Completely Detailed Vehicle FREE - Delivery to Your Location FREE - Full Tank of Fuel FREE - PA Municipal Tags</i>	\$0.00
SUBTOTAL		\$32,185.00
Destination Charge		\$1,195.00
TOTAL		\$33,380.00

COSTARS Pricing Next Page



New Holland Auto Group  
508 West Main Street, New Holland, Pennsylvania,  
17557  
Office: 717-354-4901

2017 Transit-150, Medium Roof Cargo Van  
Medium Roof Cargo Van 130" WB Base(E1C)

## Pricing - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$31,940.00
Options & Colors		\$245.00
Upfitting		\$0.00
Destination Charge		\$1,195.00
<b>Subtotal</b>		<b>\$33,380.00</b>
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	
25-117	COSTARS #25-117 Municipal Vehicle Discount	-\$8,631.00
<b>Total</b>		<b>\$24,749.00</b>

Customer Signature

Acceptance Date

Attached Dejana Quote for the Partition and the Durarac  
slide out shelving for you to review

Please call to review/confirm preferred options and quote.

Available Options Next Page(s)

Prepared For:  
Eric Forsyth  
East Stroudsburg School District

Prepared By:  
Steve Dragon  
Faulkner Fleet Group  
705 Autopark Blvd  
West Chester, PA 19382  
Phone: (610) 436-6600  
Fax: (610) 436-4202  
Email:  
thefleetdragon@faulknerauto.com

2017 Fleet/Non-Retail GMC Savana Commercial Cutaway 3500 Van 159" T  
**SELECTED MODEL & OPTIONS**

**SELECTED MODEL - 2017 Fleet/Non-Retail TG33803 3500 Van 159"**

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
TG33803	2017 GMC Savana Commercial Cutaway 3500 Van 159"	\$29,550.00	\$27,481.50

**SELECTED VEHICLE COLORS - 2017 Fleet/Non-Retail TG33803 3500 Van 159"**

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

**SELECTED OPTIONS - 2017 Fleet/Non-Retail TG33803 3500 Van 159"**

**CATEGORY**

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
<b>BODY CODE</b>			
ZW9	BODY, STANDARD (STD)	\$0.00	\$0.00
<b>REAR WHEEL CONFIGURATION</b>			
R05	WHEEL CONFIGURATION, REAR, DUAL (STD) (Not available with (C4M) 9900 lbs. (4490 kg) GVWR, (JFF) 10,100 lbs. (4581 kg) GVWR or (JL4) StabiliTrak.)	\$0.00	\$0.00
<b>EMISSIONS</b>			
NE1	EMISSIONS, CONNECTICUT, DELAWARE, MAINE, MARYLAND, MASSACHUSETTS, NEW JERSEY, NEW YORK, OREGON, PENNSYLVANIA, RHODE ISLAND, VERMONT AND WASHINGTON STATE REQUIREMENTS	\$0.00	\$0.00
<b>ENGINE</b>			
L96	ENGINE, VORTEC 6.0L V8 (342 hp [255.0 kW] @ 5400 rpm, 373 lb-ft of torque [503.6 N-m] @ 4400 rpm) (Includes external oil cooler. Reference the Engine/Axle page for availability.)	\$995.00	\$905.45
<b>TRANSMISSION</b>			

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 461.0, Data updated 10/18/2016  
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Customer File:

October 26, 2016 3:00:04 PM

Page 1

Prepared For:  
Eric Forsyth  
East Stroudsburg School District

Prepared By:  
Steve Dragon  
Faulkner Fleet Group  
705 Autopark Blvd  
West Chester, PA 19382  
Phone: (610) 436-5600  
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thefleetdragon@faulknerauto.com

2017 Fleet/Non-Retail GMC Savana Commercial Cutaway 3500 Van 159" T  
**SELECTED MODEL & OPTIONS**

**SELECTED OPTIONS - 2017 Fleet/Non-Retail TG33803 3500 Van 159"**

**CATEGORY**

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
<b>TRANSMISSION</b>			
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY electronically controlled with overdrive and tow/haul mode and internal transmission oil cooler (STD) (Reference the Engine/Axle page for availability.)	\$0.00	\$0.00
<b>GVWR</b>			
9N2	GVWR, 10,050 LBS. (4559 KG) (STD) (Requires (R05) dual rear wheel configuration. Not available with (YF1) RV Package or (R04) single rear wheel combination. Reference the Engine/Axle page for availability.)	\$0.00	\$0.00
<b>AXLE</b>			
GT4	REAR AXLE, 3.73 RATIO (Requires (9N2) 10,050 lbs. (4559 kg) GVWR or (C7N) 12,300 lbs. (5579 kg) GVWR or (YF2) Ambulance Package. Reference the Engine/Axle page for availability.)	\$0.00	\$0.00
<b>PREFERRED EQUIPMENT GROUP</b>			
1WT	3500 VAN PREFERRED EQUIPMENT GROUP Includes Standard Equipment	\$0.00	\$0.00
<b>WHEELS</b>			
QT4	WHEELS, 6 - 16" X 6.5" (40.6 CM X 16.5 CM) 8-LUG PAINTED STEEL, HEAVY DUTY (STD) (Only available with (R05) dual rear wheel configuration)	\$0.00	\$0.00
<b>FRONT TIRES</b>			
XHF	TIRES, FRONT LT225/75R16E ALL-SEASON, BLACKWALL (STD) (Requires (9N2) 10,050 lbs. (4559 kg) GVWR or (C7N) 12,300 lbs. (5579 kg) GVWR and (R05) dual rear wheel configuration. Jack and spare tire equipment bracket are not included.)	\$0.00	\$0.00
<b>REAR TIRES</b>			
YHF	TIRES, REAR LT225/75R16E ALL-SEASON, BLACKWALL (STD) (Requires (9N2) 10,050 lbs. (4559 kg) GVWR or (C7N) 12,300 lbs. (5579 kg) GVWR and (R05) dual rear wheel configuration. Jack and spare tire equipment bracket are not included.)	INC	INC
<b>PAINT SCHEME</b>			
ZY1	PAINT, SOLID	\$0.00	\$0.00
<b>PAINT</b>			

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Eric Forsyth  
East Stroudsburg School District

Prepared By:  
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2017 Fleet/Non-Retail GMC Savana Commercial Cutaway 3500 Van 159" T  
**SELECTED MODEL & OPTIONS**

**SELECTED OPTIONS - 2017 Fleet/Non-Retail TG33803 3500 Van 159"**

**CATEGORY**

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
PAINT			
GAZ	SUMMIT WHITE	\$0.00	\$0.00
SEAT TRIM			
93G	MEDIUM PEWTER, CUSTOM CLOTH SEAT TRIM	\$0.00	\$0.00
SEATING ARRANGEMENT			
ZX2	SEATING ARRANGEMENT, DRIVER AND FRONT PASSENGER HIGHBACK BUCKET Includes head restraints and vinyl or cloth trim (STD) (Not available with (AJ3) driver-side only frontal air bag.)	\$0.00	\$0.00
AIR CONDITIONING			
C60	AIR CONDITIONING, SINGLE-ZONE MANUAL. (Not available with (R6G) air conditioning delete.) (STD)	\$0.00	\$0.00
RADIO			
US8	AUDIO SYSTEM, AM/FM STEREO WITH CD/MP3 PLAYER USB port, seek-and-scan, digital clock, auto-tone control, Radio Data System (RDS), TheftLock, random select, auxiliary jack and 2 front door speakers	\$150.00	\$136.50
ADDITIONAL EQUIPMENT			
ZQ2	CONVENIENCE PACKAGE, POWER WINDOWS AND DOOR LOCKS (Includes (AU3) power door locks and (A31) power windows. Included with (YF1) RV Package. Not available with (9T7) passenger side door delete. NOTE: Does not include (ATG) Remote Keyless Entry. (ATG) Remote Keyless Entry must be ordered separately.)	\$475.00	\$432.25
G80	DIFFERENTIAL, HEAVY-DUTY LOCKING REAR (Included with (YF2) Ambulance Package.)	\$325.00	\$295.75
DHC	MIRRORS, OUTSIDE WIDE-STANCE SAIL PANEL MOUNTED (VELVAC). Provides Velvac convex combination RH and LH outside rear view mirrors that are sail panel mounted with arms that provide a wide stance. Mirrors can be utilized with bodies that are up to 96 inch width. Mirrors provide a 63.3 sq. inch flat glass positioned over a 30.1 sq. inch convex glass within a common head. Mirrors are shipped loose in vehicle (Not available with (B3D) School Bus Package.)	\$250.00	\$227.50

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2017 Fleet/Non-Retail GMC Savana Commercial Cutaway 3500 Van 159" T  
**SELECTED MODEL & OPTIONS**

**SELECTED OPTIONS - 2017 Fleet/Non-Retail TG33803 3500 Van 159"**

**CATEGORY**

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
<b>ADDITIONAL EQUIPMENT</b>			
USR	AUDIO SYSTEM FEATURE, USB PORT (Included and only available with (U0H) AM/FM stereo with MP3 player, (US8) AM/FM stereo with MP3 compatible CD player or (UI8) Color Touch Navigation radio with IntelliLink.)	INC	INC
AS5	SEATS, FRONT BUCKET WITH CUSTOM CLOTH TRIM, HEAD RESTRAINTS AND INBOARD ARMRESTS (Requires (**G) trim. Not available with SEO (ZP0) driver and passenger seat delete. Includes only driver high-back bucket seat with Custom Cloth trim when ordered with (ZX1) driver-only high-back bucket seating arrangement. Includes (BA3) engine cover console with swing-out bin.)	\$70.00	\$63.70
BA3	CONSOLE, ENGINE COVER with swing-out storage bin (Included with (AS5) Custom Cloth front bucket seats and (YF1) RV Package.)	INC	INC
AU3	DOOR LOCKS, POWER with lock-out protection (Included with (ZQ2) Convenience Package. NOTE: Does not include (ATG) Remote Keyless Entry. (ATG) Remote Keyless Entry must be ordered separately.)	INC	INC
A31	WINDOWS, POWER (Included and only available with (ZQ2) Convenience Package.)	INC	INC
ATG	REMOTE KEYLESS ENTRY with 2 transmitters and remote panic button (Requires (AU3) power door locks. Not available with (B3D) School Bus Package.)	\$170.00	\$154.70
D31	MIRROR, INSIDE REARVIEW MANUAL DAY/NIGHT (Included with (YF1) RV Package or (B3D) School Bus Package.)	\$10.00	\$9.10
VQ2	FLEET PROCESSING OPTION	\$0.00	\$0.00
<b>DEALER INSTALLED / PROCESSING OPTIONS</b>			
<u>Costars</u>	Dealer mark up per PA Costars contract.	\$0.00	\$495.00
<u>PSI</u>	PA State Inspection and Emissions	\$0.00	\$98.50

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2017 Fleet/Non-Retail GMC Savana Commercial Cutaway 3500 Van 159" T  
**SELECTED MODEL & OPTIONS**

SELECTED OPTIONS - 2017 Fleet/Non-Retail TG33803 3500 Van 159"

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
OPTIONS TOTAL		\$2,445.00	\$2,818.45

An underlined code indicates that the options have been applied by the dealer. All sales prices established solely by dealer.

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2017 Fleet/Non-Retail GMC Savana Commercial Cutaway 3500 Van 159" T

**PRICING SUMMARY**

**PRICING SUMMARY - 2017 Fleet/Non-Retail TG33803 3500 Van 159"**

	<u>MSRP</u>	<u>Invoice</u>
Base Price	\$29,550.00	\$27,481.50
Total Options:	\$2,445.00	\$2,818.45
Vehicle Subtotal	\$31,995.00	\$30,299.95
Advert/Adjustments	\$0.00	\$0.00
Destination Charge	\$1,195.00	\$1,195.00
<b>GRAND TOTAL</b>	<b>\$33,190.00</b>	<b>\$31,494.95</b>

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2017 Fleet/Non-Retail GMC Savana Commercial Cutaway 3500 Van 159" T

### QUOTE WORKSHEET

QUOTE WORKSHEET - 2017 Fleet/Non-Retail TG33803 3500 Van 159"

Invoice	\$27,481.50
Destination Charge	\$1,196.00
Optional Equipment	\$2,818.45
Dealer Advertising	\$0.00
Customer Discount	(\$297.95)
Body/Upfit	\$14,653.00
GM Bld Assistance	(\$6,500.00)
Taxable Price	\$39,350.00
 TOTAL	 \$39,350.00

Customer Signature / Date

Dealer Signature / Date

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**LEVIN LEGAL GROUP**

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**CRAIG D. GINSBURG**  
**DAVID W. BROWN**  
**RICHARD B. GALTMAN**  
**MICHAEL G. GREENFIELD**  
**JAMES J. MUSIAL**

October 13, 2016

**VIA FIRST CLASS MAIL & VIA EMAIL** (william-riker@esasd.net)

Dr. William R. Riker, Superintendent  
East Stroudsburg Area School District  
50 Vine Street  
East Stroudsburg, PA 18301

Re: Representation in Administrative Appeals

Dear Dr. Riker:

We are pleased to submit this letter which summarizes our relationship with the East Stroudsburg Area School District ("District") as legal counsel. The District has asked us to represent it in an administrative appeal pending before the Pennsylvania Department of Education relative to a requested withholding by Commonwealth Connections Charter School. The following paragraphs describe our understanding of the terms and objectives of our engagement as legal counsel for the District and the nature and scope of the services we will provide.

**Our Responsibilities and Services.**

We will provide those legal services that the District requests us to provide and that we agree to provide, which may include the following:

1. Representation of the District in adversarial proceedings;
2. Attendance at meetings, including executive sessions and committee meetings;
3. Advising the District administration and/or board of material information consistent with our duties representing the District;
4. Investigation of facts for the purpose of rendering legal advice;
5. Issuance of opinion letters;
6. Preparation of contracts, requests for proposals and invitations to bid;
7. Preparation of legal notices;
8. Preparation of resolutions necessary for the business and affairs of the District;

9. Preparation of grant applications;
10. Review and/or preparation of school board policies or administrative guidelines;
11. Acting either as advisor to the school board or prosecuting attorney at school board hearings;
12. Providing legal advice and recommendations with respect to issues and matters brought to the our attention, including such matters as governance, finance, property, pupils, employees, liability, construction, litigation, contracts, civil rights, and applicable law, regulations and ordinances;
13. Working with and cooperating with other legal counsel that may be retained by the District;
14. Working with and cooperating with other professionals retained by the District, including the architect, financial advisor and construction manager;
15. Negotiating contracts, administrative compensation plans, or collective bargaining agreements;
16. Providing legal seminars or training to the school board, the administration and/or to other staff;
17. Providing summaries of contracts or insurance policies;
18. Reviewing new legislation and reporting on requirements any such legislation may impose upon the District;
19. Conducting legal audits of one or more of the District's practices and/or policies; and
20. Such other services that may be requested or required from time-to-time by the District.

For purposes of assignments to us, we may rely upon any request by any "Authorized Representative." For purposes of this engagement letter, "Authorized Representative" means and includes each individual who (i) is expressly designated orally, electronically or in writing or otherwise by District to act on behalf of District with respect to one or more services, (ii) actually acts on behalf of District with respect to any services, or (iii) has apparent authority to act for District, by course of dealing or otherwise with respect to any services.

With respect to adversarial proceedings for which we are requested by you or your insurance carrier to represent you or any of your officials or employees (hereinafter referred to collectively or individually as "you"), we will aggressively represent you within ethical and professional standards; and, unless instructed otherwise by you, we will take all action that we believe is necessary and reasonably calculated to advance your interests. We will file such pleadings, motions, applications, petitions and appeals as are necessary to advance and/or to protect the District's interests, unless instructed otherwise by applicable authority. You agree that we may take such actions.

We will provide the services that you request and that we agree to provide in accordance with the professional standards to advance the interests of the District, subject to the following understandings:

1. We will not perform services that we have not been asked to perform;
2. When performing our services under this engagement, we will rely on the facts provided to us by you and will not undertake an independent investigation of the facts unless specifically requested to do so by you;
3. We will advise you if a particular service cannot be provided because we do not believe that we have sufficient competency in the applicable area of the law;

4. We will not provide services where we may be prohibited from providing such services in accordance with the Rules of Professional Responsibility due to such things as a conflict of interest that might exist with respect to a particular matter; and
5. When negotiating a contract on behalf of the District, we will always seek to obtain provisions that are commercially reasonable, unless instructed otherwise by the District.

In all instances, we will comply with the Pennsylvania Rules of Professional Responsibility and other applicable law and in all instances we will be acting in the capacity as legal counsel for the District.

### **The District's Responsibilities**

The District is responsible for making all records and related information available to us and for the accuracy and completeness of that information. This responsibility includes the establishment and maintenance of adequate records and internal controls, including monitoring ongoing activities, the selection and application of practices and policies, and document retention and retrieval practices. The District is responsible for correcting any incorrect information that may have been provided to us. The District agrees to bring to our attention any matters that may reasonably be expected to require further consideration to determine the proper treatment and handling of matters we are handling. The District also agrees to bring to our attention any changes in the information as originally provided to us as soon as such information becomes available.

The District is responsible for the design and implementation of programs, practices, policies, protocols and controls to prevent violation of law. In addition, the District is also responsible for identifying and ensuring that the District complies with applicable laws and regulations and advises us if it has knowledge of any situation related to our services that does not comply with applicable law. Further, we will assume that the District has taken action to implement our recommendations unless the District has advised us differently.

The District is responsible for notifying us when it decides not to carry out our recommendations or when not carrying out or implementing our recommendations in the way that we advise. Such notification shall be in writing. The District is also responsible for asking us if it has any questions about our recommendations, if it desires to explore options for the handling of any matter, or if it wants a description of the pros and cons of proceeding in a particular manner.

**Litigation Hold.** We wish to remind you that the District has certain responsibilities to preserve evidence with respect to administrative and judicial proceedings. In this regard, the District has a duty to preserve and protect any and all paper and electronic records, documents and other evidence (hereinafter referred to individually or together as "evidence") that may be relevant to any existing or future litigation once you know or reasonably should know that litigation exists or will be filed. This includes arbitration, administrative proceedings and court proceedings of any nature. Evidence includes paper documents and records and all forms of electronic evidence, including text messaging, IM, emails, social media, etc. The obligation includes keeping and maintaining electronic records and files in their electronic form without change. If the District fails to keep and safeguard evidence that is or may be relevant or that may lead to relevant evidence, the District and involved employees and officials may be subject to sanctions, which can be severe.

## **Engagement Administration**

As engagement partner, I will be responsible for supervising the engagement and the work performed by us.

The District will provide us access to personnel of the District, as necessary, to enable us to perform our work. We will ask that your personnel, to the extent possible, provide the necessary records and data to enable us to do our work. We may have to have meetings or access to records to perform our services properly and the District will provide those items to us.

Auditing standards generally accepted in the United States of America require that we communicate certain matters related to the conduct of our services to your auditors. It is understood that our communication with your auditors is part of the services that we are required to provide. In addition, there are certain matters that might require our disclosure of the information to the board of school directors, such as willful violations of legal requirements that are material; serious difficulties that we encountered in dealing with management related to the performance of our services; any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the consolidated financial statements or our report; major issues that were discussed with management in connection with our services; and other matters as considered necessary or required to be communicated under professional standards.

## **Scope of Our Work**

With respect to those services that you request us to perform and that we expressly agree to perform, we will consult with you about your objectives, and, when appropriate, the means of achieving them in accordance with applicable law and the ethical rules governing lawyers. We shall endeavor to keep you advised of the status of your matter to the extent necessary to enable you to make informed decisions. We will provide competent representation of your interests. Expressions on our part concerning the probable outcome of our representation will reflect our best professional judgment, but are not guarantees, as they are limited by our knowledge of the facts and are based on the state of the law at the time that they are expressed. There may be many factors that affect the outcome of any matter and over which we have no control—such as the recollection or testimony of any particular witness.

Our work, opinions and deliverables will be based on our interpretation of applicable federal and state laws, regulations, administrative and judicial pronouncements, and other relevant authorities (hereinafter referred to as "applicable law"), in effect when we provide our work, opinions or other deliverables. All of these authorities are subject to change, and such change may be retroactive or prospective in effect. We assume no responsibility to either advise you or to update our work, conclusions, or deliverables for changes in respect to federal and state laws, regulations, administrative and judicial pronouncements, and other relevant authorities. Stated another way, we assume responsibility for our work when our work is performed, but we assume no responsibility for changes in applicable law after our work is performed.

### **Aspects of Third Party Payor Engagements**

Examples of Third Party Payor engagement include those undertaken pursuant to a policy of insurance or because another company or person has agreed to pay the legal fees and costs on your behalf. In such a situation, the firm will represent you solely with regard to covered claims (that is, claims for which the insurer or other payor has agreed to advance fees and costs) and subject to any reservation of rights letter from the payor. In the event that a dispute arises between you and the payor regarding the payor's obligations to you or any other matter, we will not be able to represent you in that dispute, nor will we be able to represent the payor in any such dispute. If we become aware of a possible dispute regarding the payor's obligations to you, we will notify you of that fact so that you may seek separate counsel as to that matter.

You should understand that we may be required to make regular report to the payor concerning the engagement. Such reports may include information regularly developed in the course of the engagement, unless for some reason you specifically instruct us not to forward some confidential information to the payor. Such an instruction may, depending on the terms of the agreement between you and the payor, affect the payor's obligations to indemnify you or to pay your legal fees and costs.

You waive any privilege so as to allow us to provide the information requested or required to such payors.

### **Aspects of Multiple Client Engagements**

If it unusual that we will be asked to represent multiple clients in a particular matter involving the school district. However, if the situation arises and we are asked to represent a number of clients as a group, including you, we recommend that each client consult separate counsel to represent that client's individual interests with respect to the client's individual current or potential issues. We particularly urge you to consult separate counsel concerning any matter in which you perceive that your interests may conflict with the interests of other clients. We also expect and encourage you to consult with such individual counsel at any time and on any matter on which you wish to receive specific and individually tailored advice. We will provide information regarding the engagement to such individual counsel as part of our services to the group. We also expect that any such counsel will assist in identifying conflicts that may arise in the course of our work and will inform us appropriately, and we will advise such member of the group of clients with respect to such conflicts. Our work in this type of engagement is to represent all of the members of the group as a group collectively. Consequently, we will not promote or advocate the interests of any one or more members of the group individually. There may be issues related to a group engagement that would affect one or more members of the group differently due to unique circumstances of which we may or may not be aware, and where conflicts or disparate interests arise, it may be necessary or appropriate for any of the members of the group to engage separate counsel on an individual basis. While we will try to explain the significance and effect of the material issues to all clients in the group, we may not know facts specific to any one member of the group, and we may not realize that such explanations might be warranted in particular circumstances. We will, however, endeavor to keep all clients in the group informed on a regular basis about our work for the entire group of clients.

## Document Retention

It is our policy to keep records electronically and that such electronic records related to this engagement will be retained for three (3) years after the completion of a matter. We do not keep any original District documents; therefore, if you desire that we return the original records to you, we will be pleased to do so. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. You agree that upon the expiration of the three year period, we shall be free to destroy any records related to this engagement.

## Engagement Fees

Our fees are as follows:

Rate	Attorneys
\$190.00/hr.	Michael I. Levin
\$180.00/hr.	Anne Hendricks, Allison Petersen, Craig Ginsburg, Paul Cianci, David Brown, Tammy Schmitt, Richard Galtman and James Musial
\$170.00/hr.	Michael Greenfield

In addition to fees, we charge for certain out-of-pocket costs when necessary, such as filing fees, overnight or express mail, witness fees, expert fees, overnight travel, in-house copying at the rate of \$.10 per page, large copying jobs performed outside the firm, courier services, computer-assisted legal research that is not included in our comprehensive basic plan; and court stenographers. We do not charge for secretarial time, computer-assisted legal research that is within our comprehensive basic service, usual office overhead and regular postage.

We charge fees "portal-to-portal."

Attorneys newly hired by us will be placed on the appropriate fee tier taking into account their experience level. In addition, attorneys identified above may be increased in their tier assignment.

We are approved defense counsel for a number of insurance carriers that have rate agreements with us that may vary from the rates above. When we work on a matter that is covered by such insurance, we will comply with applicable litigation guidelines and billing arrangements which may differ from those set forth above.

## Other Engagement Matters and Limitations

### (a) Management Functions

We will **not** perform management functions or make management decisions on your behalf. However, we will provide advice and recommendations to assist management and/or the board, as may be applicable, in performing their respective functions and making decisions.

### (b) E-mail

During the course of our engagement, we or you may need to transmit confidential information electronically to each other and to other entities engaged by either party. E-mail is a fast and convenient way to communicate. However, e-mail is not a secure means of communication and, thus, confidentiality could be compromised. You agree to the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between us and outside specialists or other entities engaged by either you or us.

Although e-mail is an efficient method of communication, it is not necessarily a fool-proof method. For a variety of reasons, an e-mail may not be received or posted to an inbox, as opposed to the "junk-box," for example. An e-mail may be inadvertently deleted. Therefore, we cannot take assignments exclusively by email. If there is anything that you need us to do, you need to talk to a "live" person and ensure that we have notice of what you want us to do for you. Unless we specifically respond to an email, you may not assume that we received the email or will take action pursuant to an email request. The disclaimers in this paragraph are intended for your protection as well as our protection. We want to avoid any possibility that an assignment or request is missed because of the shortcomings of email.

#### (c) Contract Forms and Recommendations

No contract form or generic contract should be utilized for any particular transaction without the advice of counsel. Changes or modifications may have to be made to address individual circumstances or changes in the law with regard to a particular transaction. A contract prepared by us for a particular transaction shall not be used for another or different transaction without first consulting with counsel and making necessary or appropriate changes or modifications. Renewals of contracts should not be undertaken without first determining whether changes in the law or changed circumstances may require changes or modifications to the contract.

#### (d) Disputes

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

#### (e) Limitations on Damages and Indemnification

Except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of the Levin Legal Group, relating to the services it has provided, the District agrees to indemnify, defend and hold harmless the Levin Legal Group and its attorneys from and against any and all liabilities incurred or suffered by or asserted against the Levin Legal Group or any of its attorneys in connection with any third party claims to the extent such assertions, claims or liabilities relate to the work or services performed by the Levin Legal Group for or on behalf of the District. The terms of this provision shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence or intentional act), but these terms shall not apply to the extent finally determined to be contrary to applicable law or regulation. These terms shall also continue to apply and shall survive termination of this agreement or

termination of the services of the Levin Legal Group. This paragraph does not apply to any claims that the District may have against the Levin Legal Group.

(f) Legal Actions

The District accepts and acknowledges that any legal proceedings by the District arising from or in connection with the services provided by the Levin Legal Group under this Agreement or engagement must be commenced within one (1) year from the date the services were performed, without consideration as to the time of discovery of any claim.

(g) Miscellaneous

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected, and all other provisions remain in full force and effect.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors, and assigns of you and us. If the foregoing is in accordance with your understanding, please sign the enclosed copy of this letter and return it to us. If you have any questions, please let us know.

We appreciate the opportunity to be your attorneys; we trust that our association will be a long and pleasant one.

Very truly yours,  
**LEVIN LEGAL GROUP, P.C.**

*Michael I. Levin*

Michael I. Levin

This letter correctly sets forth the understanding of the East Stroudsburg Area School District

ACCEPTED:

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

cc: Christopher Brown, Esquire (via email to [chris@dirvonas.com](mailto:chris@dirvonas.com))  
Jeffrey Bader (via email to [jeffrey-bader@esasd.net](mailto:jeffrey-bader@esasd.net))



**The PFM Group**

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PFM Asset Management LLC  
PFM Advisors

One Keystone Plaza  
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North Front & Market Streets  
Harrisburg, PA 17101-2044

717-232-2723  
717-233-6073 fax  
www.pfm.com

November 8, 2016

Mr. Jeff Bader  
East Stroudsburg Area School District  
50 Vine Street  
East Stroudsburg, PA 18301

Dear Jeff,

The Department of Education has requested that PlanCon K be completed for the East Stroudsburg Area School District's G.O. Bond, Series of 2013 Rate Modification. Enclosed are the PlanCon K documents which need to be submitted to PDE. Prior to submitting, Page K-1 must be executed. PDE requests that you do not submit double-sided copies. The fully executed packet of documents can be sent to the following address for processing:

Mr. James Grant  
Division of School Facilities  
Pennsylvania Dept. of Education  
333 Market Street, 4th Floor  
Harrisburg, PA 17126-0333

Please fax or email a copy of the fully executed page K01 to my attention for my records. If you have any questions, please do not hesitate to call.

Sincerely,

Jamie L. Doyle  
Managing Director

JLD/gw

Enclosures

**PART K: PROJECT REFINANCING  
BOARD TRANSMITTAL**

DISTRICT/CTC: East Stroudsburg Area School District COUNTY: Monroe & Pike  
FINANCING NAME: General Obligation Bond, Series of 2013 - Rate Modification

<u>ALL</u>	<u>REF</u>	<u>PAGE #</u>	
<u>X</u>		K02	Refinancing Transaction Explanation
<u>X</u>		K03	Summary of Sources and Uses of Funds
<u>X</u>			Signed Board Resolution Authorizing Financing Transaction ( <u>including</u> the form of the Bond/Note)
<u>NA</u>			Signed Bond/Note Purchase Contract <u>or</u> Completed and Signed Bid Form from Successful Bidder
<u>X</u>			Signed Lease Agreement <u>or</u> Loan Agreement
<u>NA</u>			Signed Swap Transaction Confirmation, if applicable
<u>NA</u>			Unallocated Funds
<u>NA</u>			Signed Verification Report for Advance Refunding/ Certification for Current Refunding from Paying Agent/Trustee
<u>NA</u>			Cash Flow Statement for Current Refunding Call Requirement (if call requirement <u>not</u> gross funded at settlement)
<u>X</u>			Payment Schedule for New Issue/Note
<u>X</u>			Payment Schedule for Original Issue/Note Refinanced
<u>NA</u>			Payment Schedule for Issue/Note Not Refinanced

The financial consultant for this refinancing is: Public Financial Management, Inc.  
Name of Firm/Company

The person to be contacted if there are any questions about Series of 2013 is:  
Jamie L. Doyle, Managing Director (717) 232-2723 (717) 232-8610  
Financial Consultant's Name and Position Phone Number Fax Number

The financial consultant's address is: 1 Keystone Plaza, Suite 300, N. Front & Market, Harrisburg, PA 17101

The financial consultant's e-mail address is: doylej@pfm.com

The school administrator to be contacted if there are any questions about Part K is:  
Jeff Bader, Chief Financial Officer (570) 424-8500 x1520  
District/CTC Administrator's Name and Position Phone Number Fax Number

The school administrator's e-mail address is: jeffrey-bader@esasd.net

This certifies that the attached materials were approved for submission to the  
Pennsylvania Department of Education by board action.

BOARD ACTION DATE: \_\_\_\_\_

VOTING: AYE \_\_\_\_\_ NAY \_\_\_\_\_ ABSTENTIONS \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
Signature, Board Secretary Board Secretary's Name Printed or Typed

50 Vine Street, East Stroudsburg, PA 18301  
District/CTC Address Date

# REFINANCING TRANSACTION EXPLANATION

District/CTC:	Financing Name:
East Stroudsburg Area School District	General Obligation Bond, Series of 2013 - Rate Modification

Complete a separate information block for each bond series included in this PlanCon Part K submission. Enter "Not Applicable" or "N/A" if the information doesn't apply.

Refunding Issues/Notes/Loans (ex. GOB, Refunding Series of 2005)	Issues/Notes Refunded, Refinanced or Restructured (ex. GOB, Series A of 2000)	PDE Lease Number	Partial or Full Refunding	Current or Advance Refunding	New Money ≥ \$10,000 (Indicate Yes or No)	PDE Project Number and Building Name Funded by New Money
G.O. Bond, Series of 2013 - Rate Modification	G.O. Bond, Series of 2013		N/A	N/A	No	N/A

NOTES:

115

NOTES:

# SUMMARY OF SOURCES AND USES OF FUNDS

District/CTC:

East Stroudsburg Area School District

Financing Name:

General Obligation Bond, Series of 2013 - Rate Modification

Closing Date:

9/23/2016

## REPORT TO THE PENNY - DO NOT ROUND

	SERIES 2013	SERIES _____
<b>SOURCES:</b>		
Bond Issue (Par)		
Original Issue Discount/Premium		
Accrued Interest		
Cash Contribution by District		
Unallocated Funds from Bond Issues Being Refunded		
Other Sources of Funds (Specify)		
1. <u>District Cash</u>	28,000.00	
2. _____		
3. _____		
4. _____		
TOTAL - Sources of Available Funds	\$28,000.00	
<b>USES:</b>		
Purchase of Investments/Escrow		
Cash for Current Refunding		
Issuance Costs:		
1. Underwriter Fees		
2. Bond Insurance		
3. Bond Counsel	10,000.00	
4. School Solicitor	5,000.00	
5. Financial Advisor	10,000.00	
5. Paying Agent/Trustee Fees and Expenses		
7. Printing		
8. Rating Fee		
9. Verification Report		
10. Computer Fees		
11. CUSIP		
12. Internet Auction Fee		
13. Escrow Agent		
14. <u>Bank Fee</u>	1,500.00	
15. <u>Bank Counsel Fee</u>	1,500.00	
Total - Issuance Costs	\$28,000.00	
Accrued Interest		
Capitalized Interest		
Surplus Monies or Cash to School District		
Other Uses of Funds (Specify)		
1. <u>Sinking Fund Deposit</u>		
2. _____		
TOTAL - USES OF AVAILABLE FUNDS	\$28,000.00	

**EAST STROUDSBURG AREA SCHOOL DISTRICT**

RATE MODIFICATION  
SERIES OF 2013 BOND  
PRINCIPAL OUTSTANDING \$7,240,000.00

**RECEIPTS AT CLOSING**

District Cash Contribution	28,000.00	
<b>Total</b>		<b><u>28,000.00</u></b>

**DISBURSEMENTS AT CLOSING**

Rhoads & Sinon LLP		
Bond Counsel Fee		10,000.00

M&T Bank  
ABA: 022 000 046  
Acct#: 9854626042  
Acct Name: Rhoads & Sinon LLP Tax ID #23-1305377

Law Offices of Thomas Dirvonas		
Solicitor Fee		5,000.00

ESSA Bank & Trust  
ABA: 231 372 248  
Acct#: 0049579561  
Acct Name: Thomas F. Dirvonas

Public Financial Management, Inc.		
Financial Advisor Fee		10,000.00

M&T Bank  
ABA (for Wires): 022000046  
ABA (for ACH): 031302955  
Acct Name: Public Financial Management, Inc.  
Acct: 9856661229  
REF: Invoice # 18960

ESSA Bank & Trust		
Bank Fee		1,500.00

ESSA Bank & Trust  
ABA: 231 372 248  
Further Credit to/ East Stroudsburg Area School District Loan # 1754

Newman, Williams, Mishkin, Corveleyn, Wolfe and Fareri, P.C.		
Bank Counsel Fee		1,500.00

ESSA Bank & Trust  
ABA: 231372248  
Acct Name: Newman, Williams, Mishkin, Corveleyn, Wolfe & Fareri, P.C.  
Acct: 0044600254

<b>TOTAL DISBURSEMENTS AT CLOSING</b>		<b><u>28,000.00</u></b>
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District/AVTS      East Stroudsburg Area School District					PDE LEASE # (PDE Use Only)	
Financing      General Obligation Bond, Series of 2013 Name:      (Modified Rate) Dated Date:      9/23/2016 Settlement Date:      9/23/2016					Total Issue:	7,240,000
					Original Issue Premium:	0.00
PAYMENT DATE	PRINCIPAL OUTSTANDING	PRINCIPAL	RATE	INTEREST	PERIOD TOTAL	STATE FISCAL YR TOTAL (7/1 - 6/30)
	7,240,000.00					
3/1/2017	7,240,000.00			63,233.36	63,233.36	63,233.36
9/1/2017	6,990,000.00	250,000.00	1.990	72,038.00	322,038.00	
3/1/2018	6,990,000.00			69,550.50	69,550.50	391,588.50
9/1/2018	6,840,000.00	150,000.00	1.990	69,550.50	219,550.50	
3/1/2019	6,840,000.00			68,058.00	68,058.00	287,608.50
9/1/2019	6,835,000.00	5,000.00	1.990	68,058.00	73,058.00	
3/1/2020	6,835,000.00			68,008.25	68,008.25	141,066.25
9/1/2020	6,795,000.00	40,000.00	1.990	68,008.25	108,008.25	
3/1/2021	6,795,000.00			67,610.25	67,610.25	175,618.50
9/1/2021	6,760,000.00	35,000.00	1.990	67,610.25	102,610.25	
3/1/2022	6,760,000.00			67,262.00	67,262.00	169,872.25
9/1/2022	6,660,000.00	100,000.00	1.990	67,262.00	167,262.00	
3/1/2023	6,660,000.00			66,267.00	66,267.00	233,529.00
9/1/2023	6,550,000.00	110,000.00	1.990	66,267.00	176,267.00	
3/1/2024	6,550,000.00			65,172.50	65,172.50	241,439.50
9/1/2024	6,435,000.00	115,000.00	1.990	65,172.50	180,172.50	
3/1/2025	6,435,000.00			64,028.25	64,028.25	244,200.75
9/1/2025	5,710,000.00	725,000.00	1.990	64,028.25	789,028.25	
3/1/2026	5,710,000.00			56,814.50	56,814.50	845,842.75
9/1/2026	2,860,000.00	2,850,000.00	1.990	56,814.50	2,906,814.50	
3/1/2027	2,860,000.00			28,457.00	28,457.00	2,935,271.50
9/1/2027	0.00	2,860,000.00	1.990	28,457.00	2,888,457.00	
3/1/2028						2,888,457.00
TOTAL		7,240,000.00		1,377,727.86	8,617,727.86	8,617,727.86

<b>District/AVTS</b> <b>East Stroudsburg Area School District</b>  <b>Financing</b> <b>General Obligation Bond, Series of 2013</b> <b>Name:</b> (Original Rate)					<b>PDE LEASE #</b> <b>(PDE Use Only)</b>  <b>Total Issue:</b> 7,240,000	
PAYMENT DATE	PRINCIPAL OUTSTANDING	PRINCIPAL	RATE	INTEREST	PERIOD TOTAL	STATE FISCAL YR TOTAL (7/1 - 6/30)
9/23/2016	7,240,000.00					
3/1/2017	7,240,000.00			98,821.98	98,821.98	98,821.98
9/1/2017	6,990,000.00	250,000.00	3.110	112,582.00	362,582.00	
3/1/2018	6,990,000.00			108,694.50	108,694.50	471,276.50
9/1/2018	6,840,000.00	150,000.00	3.110	108,694.50	258,694.50	
3/1/2019	6,840,000.00			106,362.00	106,362.00	365,056.50
9/1/2019	6,835,000.00	5,000.00	3.110	106,362.00	111,362.00	
3/1/2020	6,835,000.00			106,284.25	106,284.25	217,646.25
9/1/2020	6,795,000.00	40,000.00	3.110	106,284.25	146,284.25	
3/1/2021	6,795,000.00			105,662.25	105,662.25	251,946.50
9/1/2021	6,760,000.00	35,000.00	3.110	105,662.25	140,662.25	
3/1/2022	6,760,000.00			105,118.00	105,118.00	245,780.25
9/1/2022	6,660,000.00	100,000.00	3.110	105,118.00	205,118.00	
3/1/2023	6,660,000.00			103,563.00	103,563.00	308,681.00
9/1/2023	6,550,000.00	110,000.00	3.110	103,563.00	213,563.00	
3/1/2024	6,550,000.00			101,852.50	101,852.50	315,415.50
9/1/2024	6,435,000.00	115,000.00	3.110	101,852.50	216,852.50	
3/1/2025	6,435,000.00			100,064.25	100,064.25	316,916.75
9/1/2025	5,710,000.00	725,000.00	3.110	100,064.25	825,064.25	
3/1/2026	5,710,000.00			88,790.50	88,790.50	913,854.75
9/1/2026	2,860,000.00	2,850,000.00	3.110	88,790.50	2,938,790.50	
3/1/2027	2,860,000.00			44,473.00	44,473.00	2,983,263.50
9/1/2027	0.00	2,860,000.00	3.110	44,473.00	2,904,473.00	
3/1/2028						2,904,473.00
TOTAL		7,240,000.00		2,153,132.48	9,393,132.48	9,393,132.48

**EAST STROUDSBURG AREA SCHOOL DISTRICT,  
Monroe and Pike Counties, Pennsylvania**

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**RESOLUTION**

---

WHEREAS, The Board of Education of the East Stroudsburg Area School District, Monroe and Pike Counties, Pennsylvania (the "School District"), by Resolution, duly adopted, in accordance with law, on November 18, 2013 (the "2013 Bond Enabling Resolution"), authorized and directed issuance of a General Obligation Bond, Series of 2013, in the original principal amount of Seven Million Nine Hundred Thousand Dollars (\$7,900,000) (the "2013 Bond"), pursuant to the Local Government Unit Debt Act (the "Act") of the Commonwealth of Pennsylvania (the "Commonwealth"), to provide funds for and toward proper legal purposes that were set forth, in detail, in the 2013 Bond Enabling Resolution; and

WHEREAS, The Department of Community and Economic Development of the Commonwealth (the "Department") approved the proceedings of this School District related to the incurring of nonelectoral indebtedness related to the issuance of the 2013 Bond, which approval of the Department is evidenced by Certificate of Approval No. GOB-131213-05, dated December 13, 2013; and

WHEREAS, This School District has issued and delivered the 2013 Bond to ESSA Bank & Trust (the "Bank"); and

WHEREAS, The School District and the Bank desire to modify the 2013 Bond to restate the interest rate applicable to the 2013 Bond, by entering into the Modification Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of this School District, as follows:

**SECTION 1.** This School District shall enter into the Modification Agreement, substantially in the form presented to this meeting, which form is approved.

**SECTION 2.** The President or Vice President of the Board of Education and the Secretary or Assistant Secretary, respectively, of this School District are authorized and directed to execute, attest and deliver, as applicable and appropriate, the Modification Agreement, substantially in the form referred to in Section 1, together with such changes and modifications thereof as are approved by the officer or officers of this School District executing and delivering the same, in consultation with the Solicitor of this School District, which approval conclusively shall be deemed to have been given upon execution and delivery of the Modification Agreement by such officers. A copy of the executed Modification Agreement shall be filed with this School District's Secretary and made available for inspection at reasonable times by interested persons requesting such inspection,

**SECTION 3.** Proper officers of this School District are authorized and directed to execute and to deliver such documents and to do such other things as may be necessary, from time to time, to carry out the Modification Agreement and the intent and purpose of this Resolution and of such documents, and to make such Modification Agreement a valid and binding legal obligation of this School District, including such acts and documents as may be necessary to comply with requirements of Section 103(b)(2) and Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and with regulations implementing said Sections, and the intent and purpose of this Resolution.

**SECTION 4.** This School District confirms the designation, or "deemed designation," of the 2013 Bond as a "qualified tax-exempt obligation," as defined in Section 265(b)(3)(B) of the Code, for the purposes and effect contemplated by Section 265 of the Code.

**SECTION 5.** All terms, conditions, covenants and agreements of the 2013 Bond Enabling Resolution and the 2013 Bond, except to the extent that the same are modified and/or amended and/or supplemented by this Resolution and the Modification Agreement, are ratified and confirmed and are declared to be and shall be and shall remain in full force and effect; provided, however, that the 2013 Bond Enabling Resolution and the 2013 Bond always shall be construed so as to give proper effect and meaning to the intent and purposes of this Resolution and the Modification Agreement.

**SECTION 6.** This Resolution shall be effective immediately upon adoption.

DULY ADOPTED, by the Board of Education of this School District, in lawful session duly assembled, this 19<sup>th</sup> day of September , 2016.

EAST STROUDSBURG AREA SCHOOL DISTRICT  
Monroe and Pike Counties, Pennsylvania

By: Gary Lemmus  
(Vice) President

ATTEST:

Pat L. Paul  
Secretary of the School District


(SEAL)

CERTIFICATE

I, the undersigned, Secretary of the East Stroudsburg Area School District, Monroe and Pike Counties, Pennsylvania (the "School District"), certify that: the foregoing is a true and correct copy of a Resolution which duly was adopted by majority vote of the entire Board of Education of the School District at a meeting of said Board of Education duly convened according to law and held on September 19, 2016, at which meeting a quorum was present; said Resolution duly has been recorded in the minutes of the Board of Education; and said Resolution remains in full force and effect, unaltered and unamended, as of the date of this Certificate.

I further certify that the Board of Education met the advance notice and public comment requirements of the Sunshine Act, 65 Pa.C.S. Ch. 7, by advertising said meeting, by posting prominently a notice of said meeting at the principal office of the School District or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment at said meeting, all in accordance with such Act.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the School District, this 19<sup>th</sup> day of September, 2016.

  
\_\_\_\_\_  
Secretary

(SEAL)

## **BOND MODIFICATION AGREEMENT**

THIS BOND MODIFICATION AGREEMENT, dated as of September 23, 2016 (the "Modification Agreement"), is made by and between EAST STROUDSBURG AREA SCHOOL DISTRICT, Monroe and Pike Counties, Pennsylvania (the "School District"), a school district of the Commonwealth of Pennsylvania (the "Commonwealth"), on the one hand, and ESSA BANK & TRUST (the "Bank"), a Pennsylvania banking institution existing under laws of the Commonwealth, on the other hand.

### **WITNESSETH:**

**WHEREAS**, The School District, by resolution duly adopted on November 18, 2013 (the "Resolution"), authorized and directed, *inter alia*, issuance of a General Obligation Bond, Series of 2013, in the original principal amount of \$7,900,000 (the "Bond"), pursuant to the Local Government Unit Debt Act, 53 Pa.C.S. Ch.80-82, as amended, as then in force and effect, to provide funds for and toward proper legal purposes that were set forth, therein in detail, in the Resolution; and

**WHEREAS**, The Resolution authorized the sale and delivery of the Bond to the Bank in accordance with the terms of a Bank's letter of commitment to purchase the Bond, dated November 15, 2013 (the "Commitment Letter"); and

**WHEREAS**, The School District, on December 19, 2013, heretofore issued and delivered the Bond to the Bank for the purposes contemplated by the Resolution, which Bond is presently outstanding; and

**WHEREAS**, The Bank is the current holder of the Bond; and

**WHEREAS**, The School District and the Bank desire to modify the Bond to restate the interest rate applicable to the Bond and amend the principal and interest payment schedule, by entering into this Modification Agreement.

**NOW, THEREFORE**, it is covenanted by and between the School District and the Bank, as follows:

**SECTION 1.** The Interest Rate on the face of the Bond shall be amended to read 3.11% per annum to and including September 22, 2016 and thereafter 1.99% per annum through the final maturity of September 1, 2027. The principal payment schedule with respect to the Bond is not being amended hereby.

**SECTION 2.** The School District hereby continues the designation or "deemed designation" and, to the extent required, this provision shall constitute a current designation of the Bond as a "qualified tax-exempt obligation," as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

**SECTION 3.** This Modification Agreement, being an amendment and supplement to the Bond, shall be construed as an integral part thereof.

**SECTION 3.** The Bank represents, covenants and warrants that it presently is the holder of the Bond and that it shall not assign, pledge or transfer the Bond or any interest on the Bond to any third party without notice of the terms and provisions of this Modification Agreement, which terms and provisions the Bank agrees shall be binding upon the Bank and any assignee, pledgee or transferee of all or any interest in the Bond.

**SECTION 4.** All terms, conditions, covenants and agreements of the Bond, unless the context clearly otherwise requires, and except and to the extent that the same are modified or amended or supplemented by this Modification Agreement, are ratified and confirmed and are declared to be and shall be and remain in full force and effect and shall apply in all respects to this Modification Agreement, all as shall be applicable and appropriate, as if the same were repeated in full herein; Provided, however, that provisions of the Bond always shall be construed so as to give proper effect and meaning to provisions of this Modification Agreement.

**SECTION 5.** This Modification Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

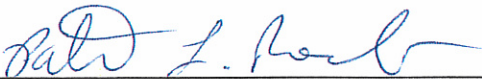
**SECTION 6.** If any provision of this Modification Agreement shall be determined to be invalid, such invalidity shall not affect any other provision of this Modification Agreement, and this Modification Agreement thereafter shall be construed and enforced as if such invalid provision had not been contained in this Modification Agreement. Laws of the Commonwealth shall govern construction of this Modification Agreement.


**SECTION 7.** The School District and the Bank acknowledge to and agree with each other that this Modification Agreement is made and delivered for good and valuable considerations passing to and accruing to the benefit of each from the other. In addition, the School District and the Bank covenant and agree to and with each other that each intends to be bound legally by this Modification Agreement.

IN WITNESS WHEREOF, EAST STROUDSBURG AREA SCHOOL DISTRICT, Monroe County, Pennsylvania, on the one hand, has caused this Bond Modification Agreement to be executed in its name and on its behalf by the President or Vice President of the Board of Education of the School District and the official seal of the School District to be affixed hereto and attested by the Secretary of the School District, and ESSA BANK & TRUST, on the other hand, has caused this Bond Modification Agreement to be executed in its name and on its behalf by an authorized representative and its corporate seal to be affixed hereto and attested by an authorized representative, as appropriate, all as of the day and year first above written.

ATTEST:

EAST STROUDSBURG AREA SCHOOL DISTRICT, Monroe and Pike Counties, Pennsylvania

  
Secretary

By:   
(Vice) President of the Board  
of School Directors

(SEAL)

ATTEST:

ESSA BANK & TRUST

\_\_\_\_\_  
Authorized Officer

By: \_\_\_\_\_  
Authorized Officer

(SEAL)

IN WITNESS WHEREOF, EAST STROUDSBURG AREA SCHOOL DISTRICT, Monroe County, Pennsylvania, on the one hand, has caused this Bond Modification Agreement to be executed in its name and on its behalf by the President or Vice President of the Board of Education of the School District and the official seal of the School District to be affixed hereto and attested by the Secretary of the School District, and ESSA BANK & TRUST, on the other hand, has caused this Bond Modification Agreement to be executed in its name and on its behalf by an authorized representative and its corporate seal to be affixed hereto and attested by an authorized representative, as appropriate, all as of the day and year first above written.

ATTEST:

EAST STROUDSBURG AREA SCHOOL DISTRICT, Monroe and Pike Counties, Pennsylvania

\_\_\_\_\_  
Secretary

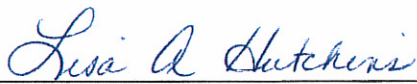
By: \_\_\_\_\_  
(Vice) President of the Board  
of School Directors

(SEAL)

ATTEST:

ESSA BANK & TRUST

  
\_\_\_\_\_  
Authorized Officer

By:   
\_\_\_\_\_  
Authorized Officer

(SEAL)

**EAST STROUDSBURG AREA SCHOOL DISTRICT**

SERIES OF 2013

Rate Renegotiation

Settle 9/23/2016

Dated 9/23/2016

1	2	3	4	5	6	7	8	9	10
<u>Date</u>	<u>Principal</u>	<u>New Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Proposed Local Effort</u>	<u>Existing Local Effort</u>	<u>Savings</u>
9/23/2016 *									
3/1/2017			63,233.36	63,233.36	63,233.36	5,569.15	57,664.20	90,118.43	32,454.22
9/1/2017	250,000	1.990	72,038.00	322,038.00					
3/1/2018			69,550.50	69,550.50	391,588.50	34,488.39	357,100.11	429,769.75	72,669.64
9/1/2018	150,000	1.990	69,550.50	219,550.50					
3/1/2019			68,058.00	68,058.00	287,608.50	25,330.55	262,277.95	332,904.86	70,626.92
9/1/2019	5,000	1.990	68,058.00	73,058.00					
3/1/2020			68,008.25	68,008.25	141,066.25	12,424.13	128,642.12	198,477.48	69,835.37
9/1/2020	40,000	1.990	68,008.25	108,008.25					
3/1/2021			67,610.25	67,610.25	175,618.50	15,467.26	160,151.24	229,756.81	69,605.56
9/1/2021	35,000	1.990	67,610.25	102,610.25					
3/1/2022			67,262.00	67,262.00	169,872.25	14,961.17	154,911.08	224,133.64	69,222.55
9/1/2022	100,000	1.990	67,262.00	167,262.00					
3/1/2023			66,267.00	66,267.00	233,529.00	20,567.61	212,961.39	281,494.53	68,533.13
9/1/2023	110,000	1.990	66,267.00	176,267.00					
3/1/2024			65,172.50	65,172.50	241,439.50	21,264.31	220,175.19	287,635.90	67,460.71
9/1/2024	115,000	1.990	65,172.50	180,172.50					
3/1/2025			64,028.25	64,028.25	244,200.75	21,507.50	222,693.25	289,004.93	66,311.68
9/1/2025	725,000	1.990	64,028.25	789,028.25					
3/1/2026			56,814.50	56,814.50	845,842.75	74,495.94	771,346.81	833,368.78	62,021.98
9/1/2026	2,850,000	1.990	56,814.50	2,906,814.50					
3/1/2027			28,457.00	28,457.00	2,935,271.50	258,518.28	2,676,753.22	2,720,518.41	43,765.20
9/1/2027	2,860,000	1.990	28,457.00	2,888,457.00					
3/1/2028					2,888,457.00	254,395.19	2,634,061.81	2,648,667.23	14,605.42
<b>TOTALS</b>	<b>7,240,000</b>		<b>1,377,727.86</b>	<b>8,617,727.86</b>	<b>8,617,727.86</b>	<b>758,989.49</b>	<b>7,858,738.37</b>	<b>8,565,850.75</b>	<b>707,112.38</b>

\* For these purposes, assumes interest at new rate of 1.99% from 9/23/2016 onwards. Does **NOT** include any accrued interest payable from last regularly scheduled interest payment of 9/1/2016 to 9/23/2016

Note: Loan remains prepayable at anytime without penalty

PE% 17.52% (Estimated)  
AR% 50.27% (2015-2016)

Net 8.81% Effective Reimbursement

Gross local effort savings	707,112.38
Less: District cash	(29,500.00)
<b>Net local effort savings</b>	<b>677,612.38</b>
<b>As a % of existing principal</b>	<b>9.36%</b>

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## MILLER FLOORING COMPANY INC

827 LINCOLN AVE. UNIT 15  
WEST CHESTER, PA 19380

## Invoice

Date	Invoice #
8/25/2016	11998

Bill To
EAST STROUDSBURG AREA SCHOOL DISTRICT Attn: Mr. Jeffrey S Bader Business Manager 50 Vine St. East Stroudsburg, PA 18301

Ship To
SOUTH HIGH SCHOOL 279 N Courtland St. East Stroudsburg, PA

P.O. No.	Terms	Rep	Project
	PER AGREEMENT	WHM	ESTROUDHSSOUT...

Description	Qty	Rate	Amount
New Gym Floor- Scissor-Loc: Scissor-Loc floor system to match the height of the existing floor. The system is ideal for installation of a nearby swimming pool. Scope of Work: Remove the entire floor system and mastic (as specified above), two layers of 1" x 6" pine sub floor will be stapled together in a basket weave pattern to allow ventilation, nail new maple flooring with 2" barbed power cleats sand and finish to match the existing game line layout and graphics apply a four (4) coat finish system, install new venting base at the walls and aluminum thresholds in the doors. We will move the bleachers as needed during construction. We will install a Power Vent Airflow System with moisture detection technology.	0	0.00	0.00
IFB#012-B Floor Removal & Abatement 92,000 1.26 \$115,920.00 We will work in coordination with Plymouth Environmental to remove the existing gym floor and components and also the removal and abatement of the Black Mastic and tar paper as needed. Scope of Work: Containment/Removal Procedures: Three stage decontamination unit, critical barriers, negative air, and wall & floor polyethylene. All proper PPE will be utilized (Half face respiratory protection, TYVEK coverall, and proper hand, eye, foot protection for allwork activities).	1	115,920.00	115,920.00
M-3421-013 Griffolyn Vapor Barrier 7,810 .67	0	5,232.70	0.00
IFB#012-B Bleacher & Equipment 6,865 1.26 \$ 8,649.90	0	8,649.90	0.00
M-3421-004 Scissor-Loc 7,810 10.69 Material	1	62,600.00	62,600.00
M-3423-060 Shipping 1 2,600 (\$ 2,600.00)	0	23,488.90	0.00
M-3421-004 Scissor-Loc Installation	0	23,488.90	0.00
M-3421-034 Power Vent Airflow System 2 3,627.10 \$ 7,254.20	0	7,254.20	0.00
M-3421-048 Vented Cove Base 350 11.40 \$ 3,990.00	0	3,990.00	0.00

Thank you for choosing Miller Flooring Company!

**Total** \$178,520.00

**Payments/Credits** \$0.00

**Balance Due** \$178,520.00

## MILLER FLOORING COMPANY INC

827 LINCOLN AVE. UNIT 15  
WEST CHESTER, PA 19380

## Invoice

Date	Invoice #
10/26/2016	12172

Bill To
EAST STROUDSBURG AREA SCHOOL DISTRICT Attn: Mr. Jeffrey S Bader Business Manager 50 Vine St. East Stroudsburg, PA 18301

Ship To
SOUTH HIGH SCHOOL 279 N Courtland St. East Stroudsburg, PA

P.O. No.	Terms	Rep	Project
	PER AGREEMENT	WHM	ESTROUDHSSOUT...

Description	Qty	Rate	Amount
New Gym Floor- Scissor-Loc: Scissor-Loc floor system to match the height of the existing floor. The system is ideal for installation of a nearby swimming pool. Scope of Work: Remove the entire floor system and mastic (as specified above), two layers of 1" x 6" pine sub floor will be stapled together in a basket weave pattern to allow ventilation, nail new maple flooring with 2" barbed power cleats sand and finish to match the existing game line layout and graphics apply a four (4) coat finish system, install new venting base at the walls and aluminum thresholds in the doors. We will move the bleachers as needed during construction. We will install a Power Vent Airflow System with moisture detection technology.	0	0.00	0.00
IFB#012-B Floor Removal & Abatement 92,000 1.26 \$115,920.00 We will work in coordination with Plymouth Environmental to remove the existing gym floor and components and also the removal and abatement of the Black Mastic and tar paper as needed. Scope of Work: Containment/Removal Procedures: Three stage decontamination unit, critical barriers, negative air, and wall & floor polyethylene. All proper PPE will be utilized (Half face respiratory protection, TYVEK coverall, and proper hand, eye, foot protection for allwork activities).	0	115,920.00	0.00
M-3421-013 Griffolyn Vapor Barrier 7,810 .67	1	5,232.70	5,232.70
IFB#012-B Bleacher & Equipment 6,865 1.26 \$ 8,649.90		8,649.90	8,649.90
M-3421-004 Scissor-Loc 7,810 10.69 Material	0	62,600.00	0.00
M-3423-060 Shipping 1 2,600 (\$ 2,600.00)			
M-3421-004 Scissor-Loc Installation	1	23,488.90	23,488.90
M-3421-034 Power Vent Airflow System 2 3,627.10 \$ 7,254.20	1	7,254.20	7,254.20
M-3421-048 Vented Cove Base 350 11.40 \$ 3,990.00	1	3,990.00	3,990.00

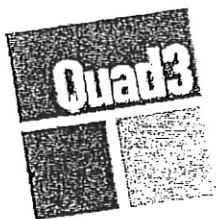
Thank you for choosing Miller Flooring Company!

**Total** \$48,615.70

**Payments/Credits** \$0.00

**Balance Due** \$48,615.70

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Architecture  
Engineering  
Environmental Science

June 8, 2016

Environmental Science

Mr. Scott Ihle  
Director of Facilities  
East Stroudsburg Area School District  
Carl T. Secor Administration Center  
50 Vine Street  
East Stroudsburg, PA 18301

Re: Daily Monitoring and Clearance Testing Associated with the East Stroudsburg South High School Campus Auxilliary Gymnasium Flooring Abatement Project at 279 N. Cortland Street East Stroudsburg, PA.

Dear Scott:

The Quad Three Group per our conversation, are pleased to submit this proposal to provide the above referenced services at the East Stroudsburg South High School Campus Auxilliary Gymnasium at 279 N. Cortland Street East Stroudsburg, PA. The information this proposal is based on was obtained from Dave Rowley of Plymouth Companies. Quad Three Group proposes to perform based on the information provided to us:

The following is a list of services necessary for completing this project:

1. Quad Three Group, Inc. will provide fourteen (14) days of onsite asbestos abatement monitoring and asbestos abatement clearance testing in two (2) distinct work areas both located within the gymnasium.
2. Quad Three Group, Inc. will perform EPA approved aggressive sampling protocol with the AHERA clearance testing on each of the gymnasium work areas. Thirteen (13) TEM air samples will be collected per work area during AHERA aggressive TEM air clearance testing.

The following is a list service fees associated with this project:

- 14 days onsite at \$550.00 per day (10 hr. Days).....\$7,700.00
- Up to 6 PCM daily air monitoring samples at \$12.00 per sample (14 Days).....\$1,008.00
- 26 AHERA TEM clearance samples (13 per work area) at \$72.00 per sample.....\$1,872.00  
(1 day turnaround time)
- Total Monitoring/Clearance fee associated with this project.....\$10,580.00

Glenmaura Professional  
Center, Suite 105  
Moosic, PA 18507  
phone 570.342.5200  
fax 570.342.6083  
www.quad3.com



**Architecture  
Engineering  
Environmental Services**

Quad Three Group, Inc.  
37 North Washington Street  
Wilkes-Barre, PA 18701  
ph 570.829.4200  
www.quad3.com

EAST STROUDSBURG AREA SCHOOL DISTRICT  
ATTN: SCOTT IHLE  
50 VINE STREET  
EAST STROUDSBURG, PA 18301

October 26, 2016  
Invoice No: 12430.010 - 1

Project 12430.010 EAST STROUDSBURG SCH DIST/GYM FLR ABATEMENT  
SOUTH SCHOOL CAMPUS AUXILLARY GYMNASIUM ASBESTOS FLOORING ABATEMENT  
Professional Services through September 30, 2016

**Fee**

Billing Phase	Fee	Percent Complete	Earned
Asbestos Flooring Abatement	10,580.00	100.00	10,580.00
TEMS Clearances/4 extra days	2,200.00	100.00	2,200.00
5 Additional TEMS Samples	360.00	100.00	360.00
Total Fee	13,140.00		13,140.00
	Previous Fee Billing		0.00
	Current Fee Billing		13,140.00
	<b>Total Fee</b>		

13,140.00

Total this Invoice

\$13,140.00

**Monitoring Days**

DAY, JOSHUA	8/8/2016
DAY, JOSHUA	8/9/2016
DAY, JOSHUA	8/10/2016
DAY, JOSHUA	8/11/2016
DAY, JOSHUA	8/12/2016
DAY, JOSHUA	8/15/2016
DAY, JOSHUA	8/16/2016
DAY, JOSHUA	9/9/2016
McGRADY, RYAN	7/28/2016
McGRADY, RYAN	8/1/2016
McGRADY, RYAN	8/3/2016
McGRADY, RYAN	8/4/2016
McGRADY, RYAN	8/5/2016
McGRADY, RYAN	8/12/2016
McGRADY, RYAN	8/17/2016 TEMS
McGRADY, RYAN	9/15/2016 TEMS
POPLARCHICK, BRIAN	7/28/2016
POPLARCHICK, BRIAN	08/24/2016 TEMS

18 Days including TEMS clearances

4 extra days @ 550.00 per day = 2,200.00

5 additional TEM samples @ 72.00 = 360.00

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# APPLICATION AND CERTIFICATE FOR PAYMENT

EAST STROUDSBURG AREA SD (18014)		PROJECT:	East Stroudsburg South HS	APPLICATION NO:	001
50 VINE STREET, PO BOX 298			279 N Courtland St	PERIOD TO:	8/31/2016
EAST STROUDSBURG				PROJECT NOS:	CR160123
PA 18301			East Stroudsburg, PA 18301	INVOICE NO:	641275

FROM CONTRACTOR:	Fieldturf USA Inc. 175 North Industrial Blvd. Calhoun, GA
CONTRACT FOR:	

WIRE INFORMATION	Bank of America
Account Name:	Fieldturf USA Inc.
Account Number:	4427657126
Transfer routing (ABA):	026009593
ACH routing (ABA):	111000012

CONTRACT DATE:	5/20/2016
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## CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract

1. ORIGINAL CONTRACT SUM \$ 157,562.99
2. Net change by change orders \$0.00
3. CONTRACT SUM TO DATE (Line 1 & 2) \$ 157,562.99
4. TOTAL COMPLETED & STORED TO DATE (Column g on Continuation Sheet) \$ 157,562.99

5. RETAINAGE:
 

a.	0.00% of Complete Work (Columns D & E)	\$ 0.00
b.	% of Stored Material	\$
Total Retainage (Line 5a 5b or Total in Column f)		
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 157,562.99
7. LESS PREVIOUS CERTIFICATE FOR PAYMENT (Line 6 from prior certificate)
8. CURRENT PAYMENT DUE \$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE ... (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner		
Total approved this month		
TOTALS		
NET CHANGES by change order		

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the work covered by this application for payment has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown hereis is now due.

CONTRACTOR:

BY: Jean Claude Joly Date: 8/10/2016

State of: Quebec, Canada

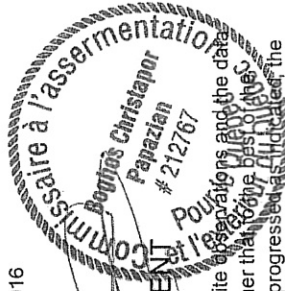
County of Montreal

Subscribed and sworn to before

me this 10 day of August 2016

Notary Public: Boghos Christapor Papazian

My Commission expires: 10/22/2018



## ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the owner that to the best of the Architects knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform in the amount certified.)

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

This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are

# CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use column i on contracts where variable retainage for the line items apply

APPLICATION NO: 001  
APPLICATION DATE: 8/10/2016  
PERIOD TO: 8/31/2016  
PROJECT NUMBER : CR160123

Job: 88003577

East Stroudsburg South HS

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D&E)	THIS PERIOD					
1	Materials	114,836.97	0.00	114,836.97	0.00	114,836.97	100.00	0.00	0.00
2	Labor	28,709.77	0.00	28,709.77	0.00	28,709.77	100.00	0.00	0.00
3	Engineering	10,652.35	0.00	10,652.35	0.00	10,652.35	100.00	0.00	0.00
4	Striping	3,363.90	0.00	3,363.90	0.00	3,363.90	100.00	0.00	0.00
134									
		157,562.99	0.00	157,562.99	0.00	157,562.99	100.00	0.00	0.00

# APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: East Stroudsburg School District  
50 Vine Street  
East Stroudsburg, PA 18301

Project: 14165- JT Lambert Intermediate School

Application No.: 21

Period To: 10/31/2016

Project Nos:

Contract Date: 5/30/2014

From Contractor: Myco Mechanical, Inc.  
1 N Washington Street  
Telford, PA 18969

Via Architect: Strunk-Albert Engineering  
RD 5 Box 5198 Seven Bridges Rd  
East Stroudsburg PA 18301

Contract For:

Distribution to:

☐ Owner

☐ Architect

☐ Contractor

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

1. Original Contract Sum ..... \$3,338,500.00

2. Net Change By Change Order ..... -\$38,611.71

3. Contract Sum To Date ..... \$3,299,888.29

4. Total Completed and Stored To Date ..... \$3,299,888.29

5. Retainage:

a. 0.00% of Completed Work ..... \$0.00

b. 0.00% of Stored Material ..... \$0.00

Total Retainage ..... \$0.00

6. Total Earned Less Retainage ..... \$3,299,888.29

7. Less Previous Certificates For Payments ..... \$3,299,020.29

8. Current Payment Due ..... \$868.00

9. Balance To Finish, Plus Retainage ..... \$0.00

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

MEAGHAN E ELLIS

Notary Public

TELFORD BORO, BUCKS COUNTY

My Commission Expires Jun 11, 2018

CONTRACTOR: Myco Mechanical, Inc.

By: Brian Myers, President Date: 10-26-2016

State of: Pennsylvania 26 Bucks  
Subscribed and sworn to before me this day of October  
Notary Public: Meaghan Ellis  
My Commission expires: June 11, 2018

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$868.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

## ARCHITECT:

By: B. Thoma Date: 10-31-2016

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$46,304.85	\$84,916.56
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$46,304.85	\$84,916.56
Net Changes By Change Order	-\$38,611.71	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No.: 21

Application Date: 10/31/16

To: 10/31/16

Architect's Project No.:

Contract: 14165- JT Lambert Intermediate School

Invoice #: 14165 #20

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place				
1	Bond	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00	0.00
2	Permits	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00	0.00
3	Mobilization	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00	0.00
4	Submittals	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00	0.00
5	Allowance	77,630.00	77,630.00	0.00	0.00	77,630.00	0.00	0.00
6	Pre-Construction Planning	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00	0.00
7	Demo	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	Phase 1	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00
9	Phase 2A	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00	0.00
10	Phase 2B	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00	0.00
11	Phase 2C	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00	0.00
12	Phase 2D	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00	0.00
13	Phase 2E	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00	0.00
14	Phase 3	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00	0.00
15	POD Alt M-4	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00
16	HVAC Pipe	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	Hanger Material - P-1	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00	0.00
18	Hanger Labor - P-1	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00	0.00
19	Pipe Material - P-1	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00	0.00
20	Pipe Labor - P-1	120,000.00	120,000.00	0.00	0.00	120,000.00	0.00	0.00
21	Hanger Material - P-2A	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00	0.00
22	Hanger Labor - P-2A	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00	0.00
23	Pipe Material - P-2A	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00	0.00
24	Pipe Labor - P-2A	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00	0.00
25	UG CHW Material	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00	0.00
26	UG CHW Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00	0.00
27	Hanger Material - P-2B	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00	0.00
28	Hanger Labor - P-2B	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00	0.00
29	Pipe Material - P-2B	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00
30	Pipe Labor - P-2B	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00	0.00
31	Hanger Material - P-2C	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00	0.00
32	Hanger Labor - P-2C	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00	0.00

# CONTINUATION SHEET

Page 3 of 5

Application and Certification for Payment, containing Contractor's signed certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 21

Application Date : 10/31/16

To: 10/31/16

Architect's Project No.:

Contract : 14165- JT Lambert Intermediate School

Invoice #: 14165 #20

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place				
33	Pipe Material - P-2C	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00	0.00
34	Pipe Labor - P-2C	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00	0.00
35	Hanger Material - P-2D	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00	0.00
36	Hanger Labor - P-2D	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00	0.00
37	Pipe Material - P-2D	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00	0.00
38	Pipe Labor - P-2D	28,000.00	28,000.00	0.00	0.00	28,000.00	0.00	0.00
39	Hanger Material - P-2E	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00
40	Hanger Labor - P-2E	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00
41	Pipe Material - P-2E	23,000.00	23,000.00	0.00	0.00	23,000.00	0.00	0.00
42	Pipe Labor - P-2E	18,000.00	18,000.00	0.00	0.00	18,000.00	0.00	0.00
43	Hanger Material - P-3	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00	0.00
44	Hanger Labor - P-3	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00	0.00
45	Pipe Material - P-3	55,000.00	55,000.00	0.00	0.00	55,000.00	0.00	0.00
46	Pipe Labor - P-3	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00	0.00
47	HVAC Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
48	Chiller	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00	0.00
49	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00
50	Ice Storage	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00	0.00
51	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00
52	AHU's	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00	0.00
53	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00
54	Existing AHU Refurbish	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00	0.00
55	Install Labor	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00	0.00
56	UV's	390,000.00	390,000.00	0.00	0.00	390,000.00	0.00	0.00
57	Install Labor	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00	0.00
58	UV Shelving	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00	0.00
59	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00
60	VAV's	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00	0.00
61	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00
62	Hot Water Coils - 8	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00
63	Install Labor	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00	0.00
64	Terminal Equipment	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00	0.00

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

Application No.: 21

Application Date: 10/31/16

To: 10/31/16

Architect's Project No.:

Contract: 14165- JT Lambert Intermediate School

Invoice #: 14165 #20

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place				
65	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00
66	Packaged HVAC Units - 2	90,000.00	90,000.00	0.00	0.00	90,000.00	0.00	0.00
67	Install Labor	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00	0.00
68	EF's - 1	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00	0.00
69	Install Labor	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00	0.00
70	RF's - 2	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00	0.00
71	Install Labor	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00	0.00
72	Boiler Room Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
73	Pumps & VFD's - 4	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00	0.00
74	Expansion Tanks/Air Separators	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00	0.00
75	Glycol Feeders - 2	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00
76	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00
77	Glycol	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00	0.00
78	Glycol Install Labor	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00	0.00
79	Sheetmetal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
80	Duct Material - Base Bid	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00
81	Labor - Base Bid	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00	0.00
82	Duct Material - POD	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00	0.00
83	Labor - POD	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00
84	GRD's	870.00	870.00	0.00	0.00	870.00	0.00	0.00
85	GRD Labor	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00	0.00
86	Tank Removal	34,000.00	34,000.00	0.00	0.00	34,000.00	0.00	0.00
87	Roofing	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00	0.00
88	Concrete	55,000.00	55,000.00	0.00	0.00	55,000.00	0.00	0.00
89	Excavation/Asphalt Patching	55,000.00	55,000.00	0.00	0.00	55,000.00	0.00	0.00
90	Fencing	29,000.00	29,000.00	0.00	0.00	29,000.00	0.00	0.00
91	GC - Bulkhead Work	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00	0.00
92	Chemical Treatment	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00
93	ATC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
94	Engineering/Shop Drawings	49,850.00	49,850.00	0.00	0.00	49,850.00	0.00	0.00
95	Valves & Dampers	229,250.00	229,250.00	0.00	0.00	229,250.00	0.00	0.00
96	BAS Material	51,800.00	51,800.00	0.00	0.00	51,800.00	0.00	0.00

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

Application No.: 21  
Application Date: 10/31/16  
To: 10/31/16  
Architect's Project No.:

Invoice #: 14165 #20 Contract: 14165- JT Lambert Intermediate School

A Item No.	B Description of Work	C Scheduled Value	D		E		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	Work Completed This Period In Place						
97	Project Management	47,300.00	47,300.00	0.00	0.00	0.00	47,300.00	100.00%	0.00	0.00
98	Install	451,690.00	451,690.00	0.00	0.00	0.00	451,690.00	100.00%	0.00	0.00
99	Programming	30,300.00	30,300.00	0.00	0.00	0.00	30,300.00	100.00%	0.00	0.00
100	Commissioning	29,850.00	29,850.00	0.00	0.00	0.00	29,850.00	100.00%	0.00	0.00
101	Training	9,960.00	9,960.00	0.00	0.00	0.00	9,960.00	100.00%	0.00	0.00
114	Insulation	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00%	0.00	0.00
115	Phase 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
116	Balancing	26,000.00	24,700.00	0.00	0.00	0.00	26,000.00	100.00%	0.00	0.00
117	Punchlist	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
118	Closeout Docs	2,000.00	0.00	0.00	0.00	0.00	2,000.00	100.00%	0.00	0.00
119	Training	3,000.00	1,500.00	0.00	0.00	0.00	3,000.00	100.00%	0.00	0.00
120	CO-1 New Pump pipe packages	10,859.78	10,859.78	0.00	0.00	0.00	10,859.78	100.00%	0.00	0.00
121	CO-3 Auditorium Changes	-7,286.56	-7,286.56	0.00	0.00	0.00	-7,286.56	100.00%	0.00	0.00
122	CO-4 Blank off excess OA for UV's	4,232.65	4,232.65	0.00	0.00	0.00	4,232.65	100.00%	0.00	0.00
123	CO-5 Retaining Wall	8,925.00	8,925.00	0.00	0.00	0.00	8,925.00	100.00%	0.00	0.00
124	CO-7 Painting H&V Curbs	1,665.00	1,665.00	0.00	0.00	0.00	1,665.00	100.00%	0.00	0.00
125	CO-8 Dielectric Unions	19,616.74	19,616.74	0.00	0.00	0.00	19,616.74	100.00%	0.00	0.00
126	CO-9 Provide Gas Regulators	1,005.68	1,005.68	0.00	0.00	0.00	1,005.68	100.00%	0.00	0.00
127	Credit Unused Allowance	-77,630.00	-77,630.00	0.00	0.00	0.00	-77,630.00	100.00%	0.00	0.00
Grand Totals		3,299,888.29	3,295,088.29	0.00	0.00	0.00	3,299,888.29	100.00%	0.00	0.00

**MSE ATTIC INSULATION BID TABULATION**

<b>VENDOR</b>	<b>BID BOND</b>	<b>NON-COLLUSION</b>	<b>LUMP SUM PRICE</b>
Zerodraft	X	X	\$ 54,543.00
Indoor Air Technologies	X	X	\$ 38,400.00

- PROPOSAL -

EMERGENCY SYSTEMS SERVICE COMPANY  
401 O'NEILL DRIVE  
QUAKERTOWN, PA 18951  
PH. (215) 536-4973 \* FAX (215) 536-6676

PROPOSAL SUBMITTED TO: *East Stroudsburg Area School District* *October 18, 2016*  
*50 Vine Street*  
*East Stroudsburg, PA 18301*

JOB LOCATION: *Various Locations / Units*

ATTENTION: *Scott Ihle*

PHONE: *(570) 424-8500 Ext-10420* EMAIL: *scott.ihle@esasd.net*

One (1) Generator Service Agreement as per attached Planned Maintenance Agreement and Planned Maintenance Service Outline.

Agreement shall commence upon the acceptance of Proposal and shall expire Three (3) years from that date.

Service on Eighteen (18) Generators – Please See Equipment List

Agreement Includes One (1) Annual Service Visit Per Year  
\*\*\*INCLUDES ANNUAL OIL AND FILTER CHANGES\*\*\*

Service Agreement Period: 11/15/2016 – 11/25/2019  
Scheduled Service Visits: February 2017, 2018, 2019

TOTAL PRICE (3 YEARS): \$41336.55 (*Billed Annually at \$13778.85*)

Payment Terms: Due within 30 Days from acceptance

Quotation Firm for 30 Days

Emergency Systems Service Company

By *Gail Harr (BS)*  
Gail Harr, Planned Maintenance Manager

ACCEPTANCE OF PROPOSAL:

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

Name (Typed or Printed) \_\_\_\_\_

Purchase Order # (If Required by Customer) \_\_\_\_\_

**EMERGENCY SYSTEMS SERVICE COMPANY**

401 O'Neill Drive

Quakertown, PA 18951

Ph. (215) 536-4973 \* Fax (215) 536-6676

**PLANNED MAINTENANCE SERVICES:**

Performed upon each Service Visit, during the Annual Service Period

- \*\* - Check/Service all fluid levels (oil, water, etc.)
- \*\* - Service/Load Test starting batteries and cables
- \*\* - Check/Adjust battery charger system
- \*\* - Inspect/Adjust drive belts
- \*\* - Check air cleaner elements
- \*\* - Inspect main generator/rotor assemblies
- \*\* - Clean/Polish DC commutator & slip ring assembly if applicable
- \*\* - Inspect unit controller for visible defects
- \*\* - Check/Correct minor fuel, water, and oil leaks
- \*\* - Check/Tighten all hoses and lines
- \*\* - Test run unit (under No-Load conditions)
- \*\* - Check/Inspect exhaust system for leakage/deterioration
- \*\* - Check/Adjust generator output voltage and frequency
- \*\* - Check main generator and controller operation
- \*\* - Check all pressures, gauges, and instruments
- \*\* - Check engine ignition and battery charging systems
- \*\* - Check safety shut-down devices – if applicable
- \*\* - Inspect automatic transfer switch for visible defects
- \*\* - Service/Clean/Lubricate and adjust all unit components and assemblies where necessary for proper operation
- \*\* - Submit Service/Inspection and Operation Report for system owner's evaluation

**MAJOR SERVICES:**

Performed once during the Annual Service Period, as applicable to each unit type

- \*\* - Check antifreeze condition and protection level
- \*\* - Pressure test coolant system
- \*\* - Check automatic transfer switch operation
- \*\* - Complete system operation test – under simulated load conditions
- \*\* - Includes annual oil and filter changes

**ADDITIONAL MAJOR SERVICES:**

Performed only when deemed necessary by the attending Service Technician and only with the systems owners consent. The total cost of the invoiced service including labor, parts, and materials shall be discounted at ten percent (-10%)

- \*\* - Change air filter element
- \*\* - Gas/Gasoline engine tune-up (plugs, points, condenser, etc.)
- \*\* - Cooling System reconditioning ( hoses, clamps, antifreeze, etc.)

# EQUIPMENT LIST

	CUSTOMER NAME					EMERGENCY SYSTEMS SERVICE COMPANY	
	East Stroudsburg Area School District					401 O' Neill Drive	
	50 Vine Street					Quakertown, PA 18951	
	East Stroudsburg, PA 18301					215 536-4973	
	October 18, 2016						
Unit #	Description/ Location	Mfr	kw	M/N	S/N	Spec/ Order	vAC/ Ph *
1	Bus Garage - North (Outside)	Kohler John Deere	80 Engine	80REOZJF	SGM3273XP PE4045L242784		
2	Bus Garage - South	Kohler GM	150 Engine	150REZGC 8.8L	SGM32728J	GM80580-GA1	
3	Bushkill Elementary School 131 North School Drive Dingmans Ferry, PA 18328 *Inside Boiler Room*	Kohler John Deere	80 Engine	80ROZJ71	391506 CD6059T335338	PA-189530-71	480
4	East Stroudsburg Elementary School 93 Independence Road East Stroudsburg, PA 18301 *Behind School*	Kohler	350	350REOZDD	2179676	GM41981-GA3	
5	East Stroudsburg HS North 279 Timberwolf Drive Dingmans Ferry, PA 18328 *Behind Shipping & Receiving*	Kohler	250	250ROZD	608976	PA-132467	480
6	East Stroudsburg HS North	Kohler John Deere	180 Engine	180ROZJ 6081AF001	612285 RG60814078168	PA-189955	
7	East Stroudsburg HS North *Tower*	Kohler John Deere	30 Engine	30ROZJ-81	391938 CD4039D337350	PA189123-81	

EQUIPMENT LIST east stroudsburg area sd

EQUIPMENT LIST

Unit #	Description/ Location	Mfr	KW	M/N	S/N	Spec/ Order	vAC/ Ph
8	East Stroudsburg HS North *WWTP*	Kohler John Deere	135 Engine	135ROZJ RG60681T036038	392875 36039	PA-189721	
9	East Stroudsburg HS South 279 North Courland Street East Stroudsburg, PA 18301 *Outside Boiler Room*	Kohler Detroit	250 Engine	250RZDB Series 60 - 4VA10	2132925 06R0952958	GM16898-GA1	480
10	East Stroudsburg HS South *Behind Shipping & Receiving*	Kohler Detroit	250 Engine	250RZDB Series 60 - 4VA10	2132924 06R0952632	GM16958-GA1	
11	East Stroudsburg HS South *Stadium - along road (behind)*	Kohler	35	35RZG	2130114	GM39370-GA15	
12	JM Hill Elementary School 151 East Broad Street East Stroudsburg, PA 18301 *Behind School*	Kohler John Deere	100	100REOZJF	SGM326NPR PE4045L239638		
13	JT Lambert Intermediate 2000 Milford Road East Stroudsburg, PA 18301 *Inside Boiler Room*	Kohler Ford	60 Engine	60RZ72 LSG87516005A	285427 10852-T-06-RG	187073-72N H24-1750-MBA	277/480
14	JT Lambert Intermediate 2000 Milford Road East Stroudsburg, PA 18301 *Freezer Only*	Kohler GM	25 Engine	25REZG 3.0L	SGM3273W3 3.0L68471	GM69415-GA7	
15	Middle Smithfield Elementary School 5180 Milford Road East Stroudsburg, PA 18302 *Behind School*	Kohler Cummins	300 Engine	300DQHAB QSM11	F090007981	A	

EQUIPMENT LIST east stroudsburg area sd

EQUIPMENT LIST

Unit #	Description/ Location	Mfr	kW	M/N	S/N	Spec/ Order	vAC/ Ph
16	Resica Elementary School 1 Gravel Ridge Road East Stroudsburg, PA 18302 *Inside Boiler Room*	Kohler Ford	80 Engine	80RZT2 LSG8751-6005A	335758	187339-72N HZA-1750-NBB	480
17	Resica Elementary School *Freezer Only*	Kohler	25	25REZG	SGM3273W2	GM24730-GA2	
18	Smithfield Elementary School 245 River Road East Stroudsburg, PA 18301 *Behind School*	Kohler Volvo	300 Engine	300REOV TAD1240GE	2072083	GM24730-GA2	



REAL  
ESTATE



McKeown, Inc.

956 North Ninth Street  
Stroudsburg, PA 18360

570-424-2762  
570-424-2755 FAX



MICHAEL J. McKEOWN, Founder  
THOMAS G. McKEOWN, GAA  
CHARLES F. McKEOWN, CGA

State Licensed and Certified  
E-MAIL: info@mckeownrealestate.com  
WEBSITE: www.mckeownrealestate.com

October 13, 2016

Christopher Brown, Esquire  
11 North 8<sup>th</sup> Street  
Stroudsburg, PA 18360

Re: Engagement letter for appraisals

Dear Mr. Brown:

Per our discussion, please let this letter serve as an "engagement" letter to appraise the two CVS properties (see attachment) for purposes of a real estate tax appeal.

The two CVS properties are located at 5122 Milford Road and 270 S. Courtland Street. My fee is \$1,950. each for a total of \$3,900. This fee does not include any testimony.

Sincerely,

Thomas G. McKeown

Accepted by:

Thomas G. McKeown

10-13-2016

Date

Gary Summers

President

East Stroudsburg Board of Education

10/17/16

Date

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

EAST STROUDSBURG AREA SCHOOL  
DISTRICT

Petitioner

v.

505 HOLDINGS LP,  
MONROE COUNTY BOARD OF  
ASSESSMENT REVISION,  
MONROE COUNTY,  
and SMITHFIELD TOWNSHIP

Respondents

No. 8360 CV 2015

**ORDER**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2016, in consideration of the  
Settlement Stipulation filed by the parties to this matter and attached hereto, the Settlement  
Stipulation is hereby approved and entered as an Order of the Court.

BY THE COURT:

\_\_\_\_\_  
ARTHUR L. ZULICK, J.

cc: Christopher S. Brown, Esq.  
Lucas J. Rekpa, Esq.  
Jeffrey A. Durney, Esq.

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

EAST STROUDSBURG AREA SCHOOL DISTRICT	:	
Petitioner	:	
	:	
v.	:	No. 8360 CV 2015
	:	
505 HOLDINGS LP,	:	
MONROE COUNTY BOARD OF	:	
ASSESSMENT REVISION,	:	
MONROE COUNTY,	:	
and SMITHFIELD TOWNSHIP	:	
Respondents	:	

**SETTLEMENT STIPULATION**

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

**I. BACKGROUND**

1. This is a tax assessment appeal concerning the property known by Tax Parcel Nos. 16/8/2/12, 16/8/2/10, and 16/8/2/11, located in Smithfield Township, Monroe County, Pennsylvania (hereinafter "the Property").
2. Smithfield Township was properly served with this petition, but has declined to enter an appearance or otherwise participate in this matter.
3. The Parties have entered into a settlement stipulation as set forth herein.

**II. TERMS OF AGREEMENT**

4. The foregoing recitals are incorporated as if fully set forth herein.

5. The Parties agree that the assessed value for the Property for the 2016 tax year shall be unchanged from the current assessment, to wit:

	Parcel 16/8/2/12	16/8/2/10	16/8/2/11
TOTAL ASSESSMENT:	\$248,710	\$7,410	\$4,410

6. The Parties agree that the assessed value for the Property for the 2017 tax year shall be as follows:

	Parcel 16/8/2/12	16/8/2/10	16/8/2/11
TOTAL ASSESSMENT:	\$885,040	\$7,410	\$4,410

7. All parties agree that the said 2017 assessment shall remain in place for all subsequent tax years until such assessment is changed by lawful means.

8. The East Stroudsburg Area School District agrees, in consideration of the other terms of this stipulation, that it will not file a further property tax assessment appeal against the Property effective prior to the 2019 tax year.

9. The undersigned counsel executing this Stipulation on behalf of the parties warrant and represent that each is duly authorized to execute this Stipulation on behalf of such party.

10. This Stipulation to Settle and corresponding Court Order shall be binding on the undersigned and the undersigned clients, and any and all successors in interest.

11. All parties hereto shall bear their own costs and expenses.

12. This Stipulation to Settle incorporates the entire understanding of the agreement between the parties.

13. This Stipulation to Settle may be executed in counterparts.

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

---

Christopher S. Brown, Esquire  
Law Offices of Thomas F. Dirvonas  
11 North Eighth St.  
Stroudsburg, PA 18360  
(570) 421-5653  
Attorney for East Stroudsburg Area  
School District

---

Jeffrey A. Durney, Esquire  
Royle & Durney  
2937 Rte. 611, Merchants Plaza  
P.O. Box 536  
Tannersville, PA 18372  
(570) 620-0320  
Attorney for Monroe County  
Board of Assessment Appeals

---

Lucas J. Repka, Esquire  
Repka Law Offices, LLC  
108 East Nazareth Street, Suite 1  
Nazareth, PA 18064  
(610) 365-2670  
Attorney for 505 Smithfield Holdings, LP

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

EAST STROUDSBURG AREA SCHOOL  
DISTRICT

Petitioner

v.

SMITHFIELD HOLDING, LP,  
MONROE COUNTY BOARD OF  
ASSESSMENT REVISION,  
MONROE COUNTY,  
and SMITHFIELD TOWNSHIP

Respondents

No. 8362 CV 2015

**ORDER**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2016, in consideration of the  
Settlement Stipulation filed by the parties to this matter and attached hereto, the Settlement  
Stipulation is hereby approved and entered as an Order of the Court.

BY THE COURT:

\_\_\_\_\_  
ARTHUR L. ZULICK, J.

cc: Christopher S. Brown, Esq.  
Lucas J. Rekpa, Esq.  
Jeffrey A. Durney, Esq.

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

EAST STROUDSBURG AREA SCHOOL DISTRICT	:	
Petitioner	:	
	:	No. 8362 CV 2015
v.	:	
	:	
SMITHFIELD HOLDING, LP,	:	
MONROE COUNTY BOARD OF	:	
ASSESSMENT REVISION,	:	
MONROE COUNTY,	:	
and SMITHFIELD TOWNSHIP	:	
Respondents	:	

**SETTLEMENT STIPULATION**

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

**I. BACKGROUND**

1. This is a tax assessment appeal concerning the property known by Tax Parcel Nos. 16/94462, located in Smithfield Township, Monroe County, Pennsylvania (hereinafter “the Property”).
2. Smithfield Township was properly served with this petition, but has declined to enter an appearance or otherwise participate in this matter.
3. The Parties have entered into a settlement stipulation as set forth herein.

**II. TERMS OF AGREEMENT**

4. The foregoing recitals are incorporated as if fully set forth herein.

5. The Parties agree that the assessed value for the Property for the 2016 tax year shall be unchanged from the current assessment, being \$326,280

6. The Parties agree that the assessed value for the Property for the 2017 tax year shall be \$1,345,290.

7. All parties agree that the said 2017 assessment shall remain in place for all subsequent tax years until such assessment is changed by lawful means.

8. The East Stroudsburg Area School District agrees, in consideration of the other terms of this stipulation, that it will not file a further property tax assessment appeal against the Property effective prior to the 2019 tax year.

9. The undersigned counsel executing this Stipulation on behalf of the parties warrant and represent that each is duly authorized to execute this Stipulation on behalf of such party.

10. This Stipulation to Settle and corresponding Court Order shall be binding on the undersigned and the undersigned clients, and any and all successors in interest.

11. All parties hereto shall bear their own costs and expenses.

12. This Stipulation to Settle incorporates the entire understanding of the agreement between the parties.

13. This Stipulation to Settle may be executed in counterparts.

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

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Christopher S. Brown, Esquire  
Law Offices of Thomas F. Dirvonas  
11 North Eighth St.  
Stroudsburg, PA 18360  
(570) 421-5653  
Attorney for East Stroudsburg Area  
School District

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(570) 620-0320  
Attorney for Monroe County  
Board of Assessment Revision

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Repka Law Offices, LLC  
108 East Nazareth Street, Suite 1  
Nazareth, PA 18064  
(610) 365-2670  
Attorney for 505 Smithfield Holdings, LP

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

EAST STROUDSBURG AREA SCHOOL  
DISTRICT

Petitioner

v.

TRI-MURTI ASSOC., LLC,  
MONROE COUNTY BOARD OF  
ASSESSMENT REVISION,  
MONROE COUNTY,  
and MIDDLE SMITHFIELD TOWNSHIP

Respondents

No. 8367 CV 2015

**ORDER**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2016, in consideration of the  
Settlement Stipulation filed by the parties to this matter and attached hereto, the Settlement  
Stipulation is hereby approved and entered as an Order of the Court.

BY THE COURT:

\_\_\_\_\_  
ARTHUR L. ZULICK, J.

cc: Christopher S. Brown, Esq.  
Michael S. Hino, Esq.  
Jeffrey A. Durney, Esq.

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

EAST STROUDSBURG AREA SCHOOL DISTRICT	:	
Petitioner	:	
	:	No. 8367 CV 2015
v.	:	
	:	
TRI-MURTI ASSOC., LLC,	:	
MONROE COUNTY BOARD OF	:	
ASSESSMENT REVISION,	:	
MONROE COUNTY,	:	
and MIDDLE SMITHFIELD TOWNSHIP	:	
Respondents	:	

**SETTLEMENT STIPULATION**

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

**I. BACKGROUND**

1. This is a tax assessment appeal concerning the property known by Tax Parcel Nos. 09/9/2/7-2, located in Middle Smithfield Township, Monroe County, Pennsylvania (hereinafter "the Property").

2. Middle Smithfield Township was properly served with this petition, but has declined to enter an appearance or otherwise participate in this matter.

3. The Parties have entered into a settlement stipulation as set forth herein.

**II. TERMS OF AGREEMENT**

4. The foregoing recitals are incorporated as if fully set forth herein.

5. The Parties agree that the assessed value for the Property for the 2016 tax year shall be \$820,560.00.

6. The Parties agree that the assessed value for the Property for the 2017 tax year shall be \$840,800.00.

7. All parties agree that the said 2017 assessment shall remain in place for all subsequent tax years until such assessment is changed by lawful means.

8. The undersigned counsel executing this Stipulation on behalf of the parties warrant and represent that each is duly authorized to execute this Stipulation on behalf of such party.

9. This Stipulation to Settle and corresponding Court Order shall be binding on the undersigned and the undersigned clients, and any and all successors in interest.

10. All parties hereto shall bear their own costs and expenses.

11. This Stipulation to Settle incorporates the entire understanding of the agreement between the parties.

12. This Stipulation to Settle may be executed in counterparts.

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

---

Christopher S. Brown, Esquire  
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11 North Eighth St.  
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School District

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Board of Assessment Revision

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Michael S. Hino, Esquire  
Pepper Hamilton, LLP  
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899 Cassatt Road  
Berwyn, PA 19312-1183  
(610) 365-2670  
Attorney for Respondent Property Owner

**EAST STROUDSBURG AREA SCHOOL DISTRICT,  
Monroe and Pike Counties, Pennsylvania**

---

**RESOLUTION**

---

**INCURRING NONELECTORAL DEBT TO BE EVIDENCED BY ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000), TO PROVIDE FUNDS TO CURRENTLY REFUND ALL OR A PORTION OF THE SCHOOL DISTRICT'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES OF 2012 AND SERIES A OF 2012, AND PAY RELATED COSTS; ACCEPTING A PROPOSAL FOR PURCHASE OF THE BONDS; SETTING FORTH THE PARAMETERS, SUBSTANTIAL FORM OF, AND CONDITIONS TO, ISSUING THE BONDS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THIS SCHOOL DISTRICT TO SECURE THE BONDS; PROVIDING FOR REDEMPTION AND RETIREMENT OF SAID GENERAL OBLIGATION BONDS; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND APPROVING RELATED DOCUMENTS AND ACTIONS.**

---

**WHEREAS**, East Stroudsburg Area School District, in Monroe and Pike Counties, Pennsylvania (the "School District"), is a school district of the Commonwealth of Pennsylvania (the "Commonwealth"), a "Local Government Unit" within the meaning of the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Debt Act"), and is governed by its Board of School Directors (the "School Board"); and

**WHEREAS**, The School Board, by its resolution adopted on November 21, 2011 (the "2012 Bonds Enabling Resolution"), authorized and secured the issuance of its General Obligation Bonds, Series of 2012, dated as of January 3, 2012, in the original aggregate principal amount of \$7,495,000 (the "2012 Bonds"), for purposes described in the 2012 Bonds Enabling Resolution; and

**WHEREAS**, The Department of Community and Economic Development (the "Department") of the Commonwealth approved the proceedings of this School District related to the increase of nonelectoral indebtedness evidenced in part by the 2012 Bonds, which approval of the Department was evidenced by Certificate of Approval No. GOB-18033, dated December 20, 2011; and

**WHEREAS**, The School Board, by its resolution adopted on November 21, 2012 (the "2012 A Bonds Enabling Resolution"), authorized and secured the issuance of its General Obligation Bonds, Series A of 2012, dated as of January 3, 2012, in the original aggregate

principal amount of \$2,500,000 (the "2012 A Bonds"), for purposes described in the 2012 A Bonds Enabling Resolution; and

**WHEREAS**, The Department approved the proceedings of this School District related to the increase of nonelectoral indebtedness evidenced in part by the 2012 A Bonds, which approval of the Department was evidenced by Certificate of Approval No. GOB-18032, dated December 20, 2011; and

**WHEREAS**, The School Board has determined to refund and retire all or a portion of the outstanding aggregate principal amount of the 2012 Bonds and the 2012 A Bonds (the "Refunded Bonds"), as described in a refunding report (the "Refunding Report") prepared for this School District by PFM Financial Advisors LLC (the "Financial Advisor"), at such time as the debt service savings to this School District resulting from refunding the Refunded Bonds, after using proceeds of the Bonds to pay the costs of issuing the Bonds, and accounting for reduced state reimbursement as a result of retiring the Refunded Bonds, equals at least \$ \_\_\_\_\_ (the "Required Savings"); and

**WHEREAS**, The School Board contemplates the authorization, sale, issuance and delivery of one or more series of general obligation bonds, from time to time, in the maximum aggregate principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000) (the "Bonds"), to undertake the current refunding of the Refunded Bonds, and to pay the costs and expenses of issuance of the Bonds (the "Project"), all in accordance with the Debt Act; and

**WHEREAS**, The School Board has considered the possible manners of selling the Bonds, provided for in the Debt Act, at public sale or private sale, by negotiation; and

**WHEREAS**, The School Board has determined that the Bonds: (a) shall be offered at private sale by negotiation; and (b) shall be offered for sale at a net purchase price of not less than 95.0% nor more than 125% of the aggregate principal amount of the Bonds issued (including underwriting discount and original issue discount and/or premium), plus accrued interest (the "Purchase Price"); and

**WHEREAS**, A "Proposal for the Purchase of Bonds," dated November 21, 2016 (the "Proposal"), has been received from the Financial Advisor, containing the financial parameters for, and conditions to, the underwriting and issuance of the Bonds (the "Bond Parameters"), which will be supplemented by an addendum to the Proposal (the "Addendum") containing the final terms and identify the purchaser of the Bonds (the "Purchaser"), consistent with the Bond Parameters; and

**WHEREAS**, The School Board desires to accept the Proposal, to award the sale of the Bonds, to authorize the issuance of nonelectoral debt, and to take appropriate action and to authorize proper things, all in connection with the Project, and all in accordance with the Debt Act; and

**WHEREAS**, The School Board shall select one or more banks or trust companies (the "Paying Agent"), having a corporate trust office in Pennsylvania, to serve as the paying agent, sinking fund depository, and registrar for the Bonds.

**NOW, THEREFORE, BE IT RESOLVED**, by the School Board, as follows:

**SECTION 1.** The School Board hereby authorizes the issuance of the Bonds pursuant to this Resolution, in accordance with the Debt Act, to undertake the Project. Rhoads & Sinon LLP is retained by this School District as its bond counsel in connection with the issuance of the Bonds.

**SECTION 2.** The School Board finds that it is in the best financial interests of this School District to sell the Bonds at private sale by negotiation and determines that the debt to be incurred pursuant to this Resolution shall be nonelectoral debt.

**SECTION 3.** The Project is authorized under Section 8241(b)(1) (reduction in total debt service over the life of the issue) of the Debt Act. The projects originally financed or refinanced by the Refunded Bonds have varying useful lives, with an aggregate principal amount of each maturity of the Bonds equal to the separate costs of the facilities being refinanced with such Bonds being stated to mature prior to the end of the useful lives of each of the facilities being refinanced. The first maturity of principal of the Bonds will not be deferred beyond two years from the issue date of the Bonds.

**SECTION 4.** The Bonds shall be awarded to the Purchaser in accordance with terms and conditions of the Proposal, including the Purchase Price. The School District's Business Manager or Superintendent is hereby authorized to approve the final terms and conditions of the Bonds, and the Addendum to be presented by the Financial Advisor, within the Bond Parameters. The Addendum so approved shall be executed and delivered by the President or Vice President of the School Board and included as a part of the Proposal accepted by this Resolution.

**SECTION 5.** The Bonds, when issued, will be general obligation bonds of this School District.

**SECTION 6.** The Bonds shall be issuable, from time to time, as one or more series, as fully registered bonds, in denominations of \$5,000 principal amount or any integral multiple thereof.

Each of the Bonds shall bear interest from the interest payment date next preceding the date of registration and authentication of such bond, unless: (a) such bond is registered and authenticated as of an interest payment date, in which event such bond shall bear interest from said interest payment date; or (b) such bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event such bond shall bear interest from such interest payment date; or (c) such bond is registered and authenticated on or prior to the Record Date next preceding the first interest payment date, in which event such bond shall bear interest from the dated date of the Bonds; or (d) as shown by the records of the Paying Agent, interest on such bond shall be in default, in which event such bond shall bear interest from the date to which interest was last paid on such bond. Interest on each of the Bonds shall be payable initially on a date selected by the School District, and thereafter, semiannually, until the principal sum thereof is paid or provision for payment thereof duly has been made. Except as to distinguishing series or subseries, numbers, denominations,

interest rates and maturity dates, the Bonds and the Paying Agent's certificates of authentication shall be substantially in the forms and shall be of the tenor and purport hereinafter set forth, with insertions and variations (including CUSIP numbers) approved by this School District, the Purchaser and the Paying Agent, as may be appropriate for different series, subseries, denominations and maturity dates.

Principal, premium, if any, and interest with respect to the Bonds shall be payable in lawful money of the United States of America.

The principal of and premium, if any, on the Bonds shall be payable to the registered owners thereof or their transferees, upon presentation and surrender of the Bonds at the place or places set forth in the Bonds. Payment of interest on the Bonds shall be made by check mailed to the registered owners thereof whose names and addresses appear at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date") on the registration books maintained by the Paying Agent on behalf of this School District, irrespective of any transfer or exchange of any Bonds subsequent to the Record Date and prior to such interest payment date, unless this School District shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the persons in whose names the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent on behalf of this School District to the registered owners of the Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or interest on any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized or required by law or executive order to close, then the date for payment of such principal or interest shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

**SECTION 7.** Registration of the transfer of ownership of Bonds shall be made upon surrender of any of the Bonds to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of any of the Bonds in the registration books and shall authenticate and deliver, at the earliest practicable time, in the name of the transferee or transferees, a new fully registered bond or bonds of authorized denominations of the same series, maturity and interest rate for the aggregate principal amount that the registered owner is entitled to receive. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same series, maturity and interest rate.

**SECTION 8.** This School District and the Paying Agent shall not be required to register the transfer of or exchange any of the Bonds then considered for redemption during the

period beginning at the close of business on the fifteenth (15<sup>th</sup>) day next preceding any date of selection of such Bonds to be redeemed and ending at the close of business on the day of mailing of the notice of redemption, as hereinafter provided, or to register the transfer of or exchange any portion of any of the Bonds selected for redemption in whole or in part until after the redemption date.

**SECTION 9.** This School District and the Paying Agent may deem and treat the persons in whose names the Bonds shall be registered as the absolute owners thereof for all purposes, whether such Bonds shall be overdue or not, and payment of the principal of, premium, if any, and interest on the Bonds shall be made only to or upon the order of the registered owners thereof or their legal representatives, but registration of a transfer of ownership may be made as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds, to the extent of the sum or sums so paid, and neither this School District nor the Paying Agent shall be affected by any notice to the contrary.

**SECTION 10.** This School District shall cause to be kept, and the Paying Agent shall keep, books for the registration, exchange and transfer of Bonds in the manner provided herein and therein so long as Bonds shall remain outstanding. Such registrations, exchanges and transfers shall be made without charge to bondholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

**SECTION 11.** The Bonds shall bear interest, and a Purchase Price resulting in yield(s) to maturity, and principal shall mature or be payable upon mandatory sinking fund redemptions, in the maximum annual amounts, and in the fiscal years set forth in **Exhibit A** attached hereto and made a part hereof.

**SECTION 12.** The Bonds may be subject to optional redemption by this School District prior to maturity, on such date or dates and under such terms as may be determined in the manner described in Section 4 hereof. The Bonds may be subject to mandatory redemption prior to maturity, determined in the manner described in Section 4 hereof, not in excess of any of the annual principal payment amounts set forth in **Exhibit A** hereof.

**SECTION 13.** This School District appoints the Paying Agent as the paying agent with respect to the Bonds and directs that the principal of, premium, if any, and interest on the Bonds shall be payable at a designated corporate trust office of the Paying Agent, in lawful money of the United States of America.

**SECTION 14.** The form of the Bonds, including the form of Assignment and the form of the Paying Agent's Certificate, shall be substantially as set forth in **Exhibit B**, which is attached hereto and made part hereof, with appropriate insertions, omissions and variations.

**SECTION 15.** The Bonds shall be executed in the name of and on behalf of this School District by the manual or facsimile signature of the President or Vice President of the School Board, and the official seal or a facsimile of the official seal of this School District shall be affixed thereto and the manual or facsimile signature of the Secretary or Assistant Secretary

of the School Board shall be affixed thereto in attestation thereof; and said officers are authorized to execute and to attest the Bonds.

**SECTION 16.** No bond constituting one of the Bonds shall be entitled to any benefit under this Resolution nor shall it be valid, obligatory or enforceable for any purpose until such bond shall have been registered and authenticated by the Certificate of Authentication endorsed thereon duly signed by the Paying Agent; and the Paying Agent is authorized to register and authenticate the Bonds in accordance with the provisions hereof.

**SECTION 17.** This School District covenants to and with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, pursuant to this Resolution, that this School District shall: (i) include the amount of the debt service on the Bonds, for each fiscal year of this School District in which the sums are payable, in its budget for that year, (ii) appropriate those amounts from its general revenues for the payment of the debt service, and (iii) duly and punctually pay or cause to be paid from the Sinking Fund (hereinafter identified) or any other of its revenues or funds the principal of and interest on each of the Bonds at the dates and places and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, this School District shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in the Debt Act, the foregoing covenant of this School District shall be specifically enforceable.

**SECTION 18.** There is created, pursuant to the requirements of the Debt Act, a sinking fund for the Bonds (the "Sinking Fund") including, if applicable, multiple series, or a mandatory sinking fund. The Sinking Fund shall be administered in accordance with applicable provisions of the Debt Act.

**SECTION 19.** This School District appoints the Paying Agent as the sinking fund depository with respect to the Sinking Fund.

**SECTION 20.** This School District covenants to make payments out of the Sinking Fund, or out of any other of its revenues or funds, at such times and in such annual amounts, as shall be sufficient for prompt and full payment of all obligations of the Bonds when due.

**SECTION 21.** The School Board hereby authorizes the preparation of a Preliminary Official Statement for use in the marketing of the Bonds and authorizes the Superintendent of the School District to approve the form of such Preliminary Official Statement and a final Official Statement with respect to the Bonds of the School District, with such insertions and amendments as shall be necessary or appropriate to reflect the final terms and provisions of the Bonds, the accepted Proposal and this Resolution. The President of the School Board shall affix his or her signature to the Official Statement, as such officer, and such execution of the Official Statement shall constitute conclusive evidence of the approval of the Official Statement by the School Board.

**SECTION 22.** Following the acceptance of the final terms and conditions of the Bonds and Addendum as described in Section 4, the President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed, as required, necessary and/or appropriate: (a) to prepare, to certify and to file with the

Department the debt statement required by the Debt Act; (b) to prepare and to file with the Department any statements required by the Debt Act that are necessary to qualify all or any portion of the debt of this School District that is subject to exclusion as self-liquidating or subsidized debt for exclusion from the appropriate debt limit of this School District as self-liquidating or subsidized debt; (c) to prepare and to file the application with the Department, together with a complete and accurate transcript of the proceedings for the required approval relating to the debt, of which debt the Bonds, upon issue, will be evidence, as required by the Debt Act; (d) to pay or to cause to be paid to the Department all proper filing fees required in connection with the foregoing; and (e) to take other required, necessary and/or appropriate action.

The School Board also authorizes and directs that an appropriate borrowing base certificate be prepared for filing with the Department as required by the Debt Act following the acceptance of the final terms of the Bonds as described above. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are hereby authorized to prepare and to execute, or to authorize the auditors of this School District to prepare and to execute, such borrowing base certificate.

**SECTION 23.** If applicable, as determined from the Proposal, the School Board authorizes and directs the purchase of municipal bond insurance with respect to the Bonds. The officers and agents of this School District are authorized and directed to take all required, necessary and/or appropriate action with respect to such insurance, as contemplated in the Proposal, including the payment of the premium for such insurance.

**SECTION 24.** The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed to contract with the Paying Agent for its services as paying agent for the Bonds and as sinking fund depository in connection with the Sinking Fund established for the Bonds.

**SECTION 25.** It is declared that the debt to be incurred hereby, together with any other indebtedness of this School District, is not in excess of any limitation imposed by the Debt Act upon the incurring of debt by this School District.

**SECTION 26.** The officers and agents of this School District are authorized to deliver the Bonds and to authorize payment of all costs and expenses associated with issuance of the Bonds as provided for in the Proposal, but only after the Department has certified its approval pursuant to the provisions of the Debt Act or at such time when the filing authorized to be submitted to the Department pursuant to the Debt Act shall be deemed to have been approved pursuant to applicable provisions of the Debt Act.

**SECTION 27.** This School District covenants to and with the Purchaser (or any portion thereof intended to be exempt from federal taxation) that it will make no use of the proceeds of such Bonds, or of any other obligations deemed to be part of the same "issue" as any portion of such Bonds under applicable federal tax regulations, that will cause such Bonds to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) and Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations implementing said Sections that duly have been published in the Federal Register or any other regulations

implementing said Sections, and this School District further covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on such Bonds.

This School District further covenants to and with the Purchaser that it will make no use of the proceeds of the Bonds, of the proceeds of any other obligations deemed to be part of the same "issue" as the Bonds under applicable federal tax regulations, or of any property or facilities financed with the proceeds of the Bonds or of any such other obligations deemed to be part of the same "issue" as the Bonds, that will cause the Bonds to be or become "private activity bonds" within the meaning of Section 141 of the Code and the regulations implementing said Sections that duly have been published in the Federal Register, and this School District further covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on the Bonds.

The President or Vice President of the School Board is authorized to represent in a certificate delivered when the Bonds are issued, if appropriate, that this School District does not then reasonably expect to issue tax-exempt obligations that, together with all tax-exempt obligations reasonably expected to be issued by all entities that issue bonds on behalf of this School District and all "subordinate entities" (within the meaning of Section 265(b)(3)(E) of the Code) of this School District, in the aggregate, will exceed Ten Million Dollars (\$10,000,000) (excluding obligations issued to refund (other than to advance refund) any obligation to the extent that the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation) in the calendar year of issuance and, accordingly, thereby designate the Bonds (to the extent they are not "deemed designated" under Section 265(b)(3)(D)(ii) of the Code), on behalf of this School District, as "qualified tax-exempt obligations," as defined in Section 265(b)(3)(B) of the Code, for the purposes and effect contemplated by Section 265 of the Code.

**SECTION 28.** This School District does hereby authorize the optional redemption of the Refunded Bonds to be refunded, on the earliest date authorized by the 2012 Bonds (the "Redemption Date"), in accordance with the rights and privileges reserved to this School District in the Refunded Bonds, and as described in the Addendum.

Proper officers of the School Board are hereby authorized and directed to give irrevocable instructions to the paying agent and bond registrar for the Refunded Bonds to redeem the Refunded Bonds in accordance with this election of the School Board, following the acceptance of the final terms and conditions of the Bonds and Addendum as described in section 4 hereof.

If applicable, this School District, simultaneously with delivery of the Bonds to the Purchaser, shall enter into a bond retirement agreement or an escrow agreement (the "Bond Retirement Agreement") with the paying agent of the Refunded Bonds (the "Escrow Agent"), acting as escrow agent for the Refunded Bonds. The Bond Retirement Agreement shall provide for a deposit of Bond proceeds into one or more escrow accounts with the Escrow Agent sufficient to pay the debt service due on such Refunded Bonds through the applicable Redemption Date. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed to execute, to attest, and to seal, as

appropriate, and to deliver such Bond Retirement Agreement simultaneously with such delivery of the Bonds. The School District approves the Bond Retirement Agreement in form satisfactory to the Solicitor and Bond Counsel for this School District and as shall be approved by the officers of the School Board executing the same. Such approval of such officers shall be conclusively presumed to have been given by their execution of the Bond Retirement Agreement.

If applicable, the President, Vice President or Treasurer of the School Board, or the Superintendent or Business Manager, respectively, of this School District is each hereby authorized and directed to execute and deliver agreements, orders or subscriptions for purchase of United States Treasury Certificates of Indebtedness, Notes or Bonds, State and Local Government Series ("SLGS"), other securities of the United States of America, collateralized certificates of deposit or other investments satisfying the requirements of 53 Pa.C.S. §8250, as described in the Refunding Report, from proceeds of the Bonds and, if applicable, other funds to be deposited under the Bond Retirement Agreement, and to do, to take and to authorize such other acts as shall be necessary or appropriate to provide for retirement of the payment of principal and interest on the Refunded Bonds, as described in the Refunding Report and this Resolution.

The officers and agents of this School District are hereby authorized and directed to take all such actions as may be necessary and appropriate to accomplish the redemption and retirement of the Refunded Bonds.

**SECTION 29.** The Secretary of the School Board of this School District is hereby authorized and directed to execute and to submit to the Pennsylvania Department of Education, promptly following settlement for the Bonds, the appropriate application and other documents and information necessary to obtain state reimbursement with respect to the debt service on the Bonds (including the filing of the appropriate PLANCON Parts, as applicable).

**SECTION 30.** This School District shall enter into, and hereby authorizes and directs the President or Vice President of the School Board to execute, a Continuing Disclosure Certificate (the "Certificate") on behalf of this School District on or before the date of issuance and delivery of the Bonds. Such Certificate shall be executed and delivered to satisfy the terms and conditions of the accepted Proposal for sale of the Bonds and Securities and Exchange Commission Rule 15c2-12, and shall be substantially in the form presented to this meeting, which is hereby approved, together with any changes therein made and approved by the executing officer of the School Board, whose execution and delivery thereof shall constitute conclusive evidence of such approval. A copy of the Certificate shall be filed with the Secretary of the School Board and shall be and hereby is made part of this Resolution.

This School District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Certificate. Notwithstanding any other provision of this Resolution, failure of this School District to comply with the Certificate shall not be considered an event of default with respect to the Bonds; however, any registered owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause this School District to comply with its obligations under this Section and such Certificate.

**SECTION 31.** The Bonds shall be made available for purchase under a book-entry only system available through The Depository Trust Company, a New York corporation ("DTC"). If applicable, at or prior to settlement for the Bonds, this School District and the Paying Agent shall execute or signify their approval of a Representation Letter in substantially the form on file with DTC (the "Representation Letter"). The appropriate officers of this School District and the Paying Agent shall take such action as may be necessary from time to time to comply with the terms and provisions of the Representation Letter, and any successor paying agent for the Bonds, in its written acceptance of its duties under this Resolution, shall agree to take any actions necessary from time to time to comply with the requirements of the Representation Letter.

**SECTION 32.** Notwithstanding the foregoing provisions of this Resolution, the Bonds shall initially be issued in the form of one fully-registered bond for the aggregate principal amount of the Bonds of each maturity, and the following provisions shall apply with respect to the registration, transfer and payment of the Bonds:

(a) Except as provided in subparagraph (g) below, all of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds of the same series, interest rate and maturity registered in the name of such nominee or nominees of DTC.

(b) No person other than DTC or its nominee shall be entitled to receive from this School District or the Paying Agent either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof, unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the registration books (the "Register") maintained by the Paying Agent in connection with discontinuing the book-entry system as provided in subparagraph (g) below or otherwise.

(c) So long as any Bonds are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds shall be made to DTC or its nominee in accordance with the Representation Letter on the dates provided for such payments under this Resolution. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of this School District or the Paying Agent with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Paying Agent shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that DTC shall deliver to the Paying Agent, upon request, a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(d) This School District and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to holders of Bonds under

this Resolution, registering the transfer of Bonds, obtaining any consent or other action to be taken by holders of Bonds and for all other purposes whatsoever; and neither this School District nor the Paying Agent shall be affected by any notice to the contrary. Neither this School District nor the Paying Agent shall have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the Register as being a registered owner of Bonds, with respect to (1) the Bonds, (2) the accuracy of any records maintained by DTC or any such participant, (3) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the Bonds, (4) any notice which is permitted or required to be given to holders of the Bonds under this Resolution, (5) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Bonds, and (6) any consent given or other action taken by DTC as holder of the Bonds.

(e) So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the holders of such Bonds under this Resolution shall be given to DTC as provided in the Representation Letter.

(f) In connection with any notice or other communication to be provided to holders of Bonds pursuant to this Resolution by this School District or the Paying Agent with respect to any consent or other action to be taken by holders of Bonds, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that this School District or the Paying Agent may establish a special record date for such consent or other action. This School District or the Paying Agent shall give DTC notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(g) The book-entry only system for registration of the ownership of the Bonds may be discontinued at any time if either (1) after notice to this School District and the Paying Agent, DTC determines to resign as securities depository for the Bonds, or (2) after notice to DTC and the Paying Agent, this School District determines that continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of this School District. In either of such events (unless in the case described in clause (2) above, this School District appoints a successor securities depository), the Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of this School District or the Paying Agent for the accuracy of such designation. Whenever DTC requests this School District and the Paying Agent to do so, this School District and the Paying Agent shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

**SECTION 33.** The President or Vice President and the Secretary or Assistant Secretary, respectively, of the Board of the School District are authorized and directed to perform such acts as may be necessary to facilitate the settlement for the Bonds and redemption of the Refunded Bonds.

**SECTION 34.** Any reference in this Resolution to an officer or member of the School Board shall be deemed to refer to his or her duly qualified successor in office, or other authorized representative, if applicable.

**SECTION 35.** In the event any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of this School District that such remainder shall be and shall remain in full force and effect.

**SECTION 36.** All resolutions or parts of resolutions, insofar as the same shall be inconsistent herewith, shall be and the same expressly are repealed.

**SECTION 37.** This Resolution shall be effective in accordance with the Debt Act.

**DULY ADOPTED**, by the School Board, in lawful session duly assembled, this 21<sup>st</sup> day of November, 2016.

EAST STROUDSBURG AREA SCHOOL  
DISTRICT, Monroe and Pike Counties,  
Pennsylvania

By: \_\_\_\_\_  
(Vice) President of the Board of  
School Directors

ATTEST:

\_\_\_\_\_  
(Assistant) Secretary of the Board of  
School Directors

(SEAL)

**EXHIBIT A**

**EAST STROUDSBURG AREA SCHOOL DISTRICT**

**Monroe and Pike Counties, Pennsylvania**

\$4,500,000 Maximum Aggregate Principal Amount

General Obligation Bonds

Maximum Annual Principal Payment Schedule\*

[SEE ATTACHED PAGE]

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\*Includes principal maturities and mandatory sinking fund redemptions.

EAST STROUDSBURG AREA SCHOOL DISTRICT SERIES A OF 2017 MAXIMUM PARAMETERS
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1	2	3	4	5	6
<u>Date</u>	<u>Max Principal</u>	<u>Max Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>
5/15/2017	115,000	6.000	68,250.00	183,250.00	183,250.00
11/15/2017	220,000	6.000	131,550.00	351,550.00	
5/15/2018			124,950.00	124,950.00	476,500.00
11/15/2018	1,065,000	6.000	124,950.00	1,189,950.00	
5/15/2019			93,000.00	93,000.00	1,282,950.00
11/15/2019	220,000	6.000	93,000.00	313,000.00	
5/15/2020			86,400.00	86,400.00	399,400.00
11/15/2020	220,000	6.000	86,400.00	306,400.00	
5/15/2021			79,800.00	79,800.00	386,200.00
11/15/2021	225,000	6.000	79,800.00	304,800.00	
5/15/2022			73,050.00	73,050.00	377,850.00
11/15/2022	225,000	6.000	73,050.00	298,050.00	
5/15/2023			66,300.00	66,300.00	364,350.00
11/15/2023	225,000	6.000	66,300.00	291,300.00	
5/15/2024			59,550.00	59,550.00	350,850.00
11/15/2024	235,000	6.000	59,550.00	294,550.00	
5/15/2025			52,500.00	52,500.00	347,050.00
11/15/2025	235,000	6.000	52,500.00	287,500.00	
5/15/2026			45,450.00	45,450.00	332,950.00
11/15/2026	240,000	6.000	45,450.00	285,450.00	
5/15/2027			38,250.00	38,250.00	323,700.00
11/15/2027	245,000	6.000	38,250.00	283,250.00	
5/15/2028			30,900.00	30,900.00	314,150.00
11/15/2028	250,000	6.000	30,900.00	280,900.00	
5/15/2029			23,400.00	23,400.00	304,300.00
11/15/2029	255,000	6.000	23,400.00	278,400.00	
5/15/2030			15,750.00	15,750.00	294,150.00
11/15/2030	255,000	6.000	15,750.00	270,750.00	
5/15/2031			8,100.00	8,100.00	278,850.00
11/15/2031	270,000	6.000	8,100.00	278,100.00	
5/15/2032					278,100.00
TOTALS	4,500,000		1,794,600.00	6,294,600.00	6,294,600.00

**EXHIBIT B**

**(FORM OF BOND)**

[The following Legend is to be printed on any Bonds registered in the name of The Depository Trust Company or Cede & Co., its nominee: **“Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL in as much as the registered owner hereof, Cede & Co., has an interest herein.”**]

Number

\$

UNITED STATES OF AMERICA  
COMMONWEALTH OF PENNSYLVANIA  
COUNTIES OF MONROE AND PIKE  
EAST STROUDSBURG AREA SCHOOL DISTRICT  
GENERAL OBLIGATION BOND, SERIES A OF 2017

INTEREST  
RATE

MATURITY  
DATE

DATED DATE  
OF THE BONDS

CUSIP

%

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

EAST STROUDSBURG AREA SCHOOL DISTRICT, in Monroe and Pike Counties, Pennsylvania (the “Issuer”), a school district existing under laws of the Commonwealth of Pennsylvania (the “Commonwealth”), for value received, promises to pay to the order of the registered owner named hereon, or registered assigns, on the maturity date stated hereon, upon presentation and surrender hereof, the principal sum stated hereon, unless this General Obligation Bond, Series A of 2017 (the “Bond”), shall be redeemable and duly shall have been called for earlier redemption and payment of the redemption price shall have been made or provided for, and to pay initially on May 15, 2017, and thereafter semiannually on May 15 and November 15 of each year, to the registered owner hereof, interest on said principal sum,

at the rate per annum stated hereon, until said principal sum has been paid or provision for payment thereof duly has been made. Interest on this Bond shall be payable from the interest payment date next preceding the date of registration and authentication of this Bond, unless: (a) this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date; or (b) this Bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event this Bond shall bear interest from such interest payment date; or (c) this Bond is registered and authenticated on or prior to the Record Date next preceding May 15, 2017, in which event this Bond shall bear interest from the Dated Date of the Bonds; or (d) as shown by the records of the Paying Agent (hereinafter defined), interest on this Bond shall be in default, in which event this Bond shall bear interest from the date to which interest was last paid on this Bond. The interest on this Bond is payable by check drawn on \_\_\_\_\_ (the "Paying Agent"), or its successor. The principal of and premium, if any, on this Bond, when due, are payable upon surrender hereof at the designated corporate trust office of the Paying Agent. Payment of the interest hereon shall be made to the registered owner hereof whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such interest payment date, unless the Issuer shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owner of this Bond not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name this Bond is registered at the close of business on the fifth (5th) day preceding the date of mailing. Principal, premium, if any, and interest with respect to this Bond are payable in lawful money of the United States of America.

This Bond is one of a series of bonds of the Issuer, known generally as "General Obligation Bonds, Series A of 2017" (the "Bonds"), all of like date and tenor, except as to numbers, denominations, dates of maturity, rates of interest, and provisions for redemption, in the aggregate principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The Bonds have been authorized for issuance in accordance with provisions of the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Debt Act"), of the Commonwealth, and by virtue of a duly adopted resolution (the "Resolution") of the Issuer. The Debt Act, as such shall have been in effect when the Bonds were authorized, and the Resolution shall constitute a contract between the Issuer and registered owners, from time to time, of the Bonds.

The Issuer has covenanted, in the Resolution, to and with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, pursuant to the Resolution, that the Issuer shall: (i) include the amount of the debt service for the Bonds, for each fiscal year of the Issuer in which such sums are payable, in its budget for that year, (ii) appropriate such amounts from its general revenues for the payment of such debt service, and (iii) duly and punctually pay or cause to be paid, from the sinking fund established under the

Resolution or any other of its revenues or funds, the principal of and interest on each of the Bonds at the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the Issuer has pledged and does pledge, irrevocably, its full faith, credit and taxing power.

This Bond shall not be entitled to any benefit under the Resolution, nor shall it be valid, obligatory or enforceable for any purpose, until this Bond shall have been authenticated by the Paying Agent.

The Bonds are issuable only in the form of registered bonds, without coupons, in the denominations of \$5,000 principal amount or any integral multiple thereof. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate upon surrender of such Bonds to the Paying Agent, with written instructions satisfactory to the Paying Agent.

The Issuer and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the Issuer and the Paying Agent shall not be affected by any notice to the contrary.

This Bond may be transferred by the registered owner hereof upon surrender of this Bond to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of this Bond or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of this Bond in the registration books and shall authenticate and deliver at the earliest practicable time in the name of the transferee or transferees a new fully registered bond or bonds of authorized denominations of the same series, maturity and interest rate for the aggregate principal amount which the registered owner is entitled to receive.

The Issuer and the Paying Agent shall not be required to issue or to register the transfer of or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day of mailing of the applicable notice of redemption, as hereinafter provided, or to register the transfer of or exchange any portion of any bond selected for redemption until after the redemption date.

The Bonds stated to mature on or after November 15, \_\_\_\_, are subject to redemption prior to maturity, at the option of the Issuer, as a whole, on \_\_\_\_, \_\_\_\_, or on any date thereafter, upon payment of the principal amount thereof, together with accrued interest to the date fixed for redemption.

The Bonds stated to mature on or after November 15, \_\_\_\_, are subject to redemption prior to maturity, at the option of the Issuer, from time to time, in part, in any order of maturity selected by the Issuer, on \_\_\_\_, \_\_\_\_, or on any date thereafter. If less than all Bonds of any particular maturity are to be redeemed, the Bonds of such maturity to be

redeemed shall be drawn by lot by the Paying Agent. Any such redemption shall be upon payment of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption.

The Bonds stated to mature on November 15, \_\_\_\_, and on November 15, \_\_\_\_, are subject to mandatory redemption prior to maturity, in the amounts and on November 15 of the years set forth in the following schedules as drawn by lot by the Paying Agent in behalf of the Issuer:

Bonds Maturing on November 15, \_\_:

<u>Year</u>	<u>Amount</u>
	\$ ____; and

Bonds Maturing on November 15, \_\_:

<u>Year</u>	<u>Amount</u>
	\$ ____.

Any such redemption shall be upon application of money available for the purpose in the Mandatory Sinking Fund established under the Resolution and shall be upon payment of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption. In lieu of such mandatory redemption, the Paying Agent, as sinking fund depository, in behalf of the Issuer, may purchase, from money available for the purpose in the Sinking Fund established under the Resolution, at a price not to exceed the principal amount plus accrued interest, or the Issuer may tender to the Paying Agent, all or part of the Bonds subject to being drawn for redemption in any such year.

In the case of any partial redemption of Bonds of any maturity that is subject to mandatory sinking fund redemption, the Issuer shall be entitled to designate whether the amount to be redeemed shall be credited against the principal amount of such Bonds due at maturity or credited against the principal amount of such Bonds scheduled to be called for mandatory sinking fund redemption on any particular date or dates, in each case in an integral multiple of \$5,000 principal amount.

If this Bond is of a denomination larger than \$5,000, a portion of this Bond may be redeemed. For the purposes of redemption, this Bond shall be treated as representing the number of Bonds that is equal to the principal amount hereof divided by \$5,000, each \$5,000 portion of this Bond being subject to redemption. In the case of partial redemption of this Bond, payment of the redemption price shall be made only upon surrender of this Bond in exchange for Bonds of authorized denominations of the same maturity and interest rate and in aggregate principal amount equal to the unredeemed portion of the principal amount hereof; Provided, however, that should this Bond be registered in the name of The Depository Trust Company ("DTC") or Cede & Co., as nominee for DTC, or any other nominee of DTC, or any other

successor securities depository or its nominee, this Bond need not be surrendered for payment and exchange in the event of a partial redemption hereof and the records of the Paying Agent shall be conclusive as to the amount of this Bond which shall have been redeemed.

Notice of redemption shall be deposited in first class mail not less than 30 days prior to the date fixed for redemption and shall be addressed to the registered owners of the Bonds to be redeemed at their addresses shown on the registration books kept by the Paying Agent as of the day such Bonds are selected for redemption. Failure to mail any notice of redemption or any defect therein or in the mailing thereof shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption as to which proper notice has been given.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal, premium, if any, and accrued interest being held by the Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Resolution, and registered owners of such Bonds or portions thereof so called for redemption shall have no rights with respect thereto, except to receive payment of the principal to be redeemed and accrued interest thereon to the date fixed for redemption, together with the redemption premium, if any.

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

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

*This Bond has been designated or "deemed designated" by the Issuer as a "qualified tax-exempt obligation", as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), for purposes and effect contemplated by Section 265 of the Code (relating to expenses and interest relating to tax-exempt income of certain financial institutions).*

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of the President of the Board of School Directors, and its official seal or facsimile thereof to be affixed hereto and the manual or facsimile signature of the Secretary of the Board of School Directors to be affixed hereto in attestation thereof, all as of the Dated Date of the Bonds.

EAST STROUDSBURG AREA SCHOOL  
DISTRICT, Monroe and Pike Counties, Pennsylvania

By: \_\_\_\_\_  
President of the Board of School Directors

ATTEST:

\_\_\_\_\_  
Secretary of the Board of School Directors

(SEAL)

\_\_\_\_\_

(FORM OF PAYING AGENT'S CERTIFICATE)

CERTIFICATE OF AUTHENTICATION; CERTIFICATE AS TO OPINION; AND  
CERTIFICATE AS TO INSURANCE

It is certified that:

(i) This Bond is one of the Bonds described in the within-mentioned Resolution;

(ii) An original Opinion issued by Rhoads & Sinon LLP, dated and delivered on the date of the original delivery of, and payment for, such Bonds that is on file at such designated corporate trust office where the same may be inspected; and

(iii) \_\_\_\_\_ has issued its municipal bond insurance policy, as stated in the Statement of Insurance printed upon this Bond, a copy of which policy is on file at such designated corporate trust office where the same may be inspected.

\_\_\_\_\_,  
as Paying Agent

By: \_\_\_\_\_  
Authorized Representative

Date of Registration and Authentication:

\_\_\_\_\_

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, \_\_\_\_\_, the undersigned, hereby sells, assigns and transfers unto

\_\_\_\_\_  
Name (the "Transferee")

\_\_\_\_\_  
Address

Social Security or Federal Employer Identification No. \_\_\_\_\_

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, as attorney, to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

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

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an institution that is a participant in a signature guarantee program recognized by the Securities Transfer Association.

\_\_\_\_\_  
NOTICE: No transfer will be made in the name of the Transferee unless the signature(s) to this assignment correspond(s) with the name(s) appearing upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries of the trust, the Federal Employer Identification Number and date of the trust and the name of the trustee must be supplied.

(FORM OF STATEMENT OF INSURANCE)

STATEMENT OF INSURANCE

[To Be Inserted by Insurer]

## CERTIFICATE

I, the undersigned, (Assistant) Secretary of the Board of School Directors of EAST STROUDSBURG AREA SCHOOL DISTRICT, in Monroe and Pike Counties, Pennsylvania (the "School District"), certify that: the foregoing is a true and correct copy of a Resolution that duly was adopted by affirmative vote of a majority of all members of the Board of School Directors of the School District at a meeting duly held on November 21, 2016; said Resolution duly has been recorded in the minute book of the Board of School Directors of the School District; a notice with respect to the intent to adopt said Resolution has been published as required by law; said Resolution was available for inspection by any interested citizen requesting the same in accordance with the requirements of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania and such notice; and said Resolution has not been amended, altered, modified or repealed as of the date of this Certificate.

I further certify that the Board of School Directors of the School District met the advance notice and public comment requirements of the Sunshine Act, 65 Pa.C.S. §701 *et seq.*, by advertising the time and place of said meeting, by posting prominently a notice of said meeting at the principal office of the School District or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment prior to adoption of said Resolution, all as required by such Act.

I further certify that: the total number of members of the Board of School Directors of the School District is nine (9); the vote of members of the Board of School Directors of the School District upon said Resolution was called and duly was recorded upon the minutes of said meeting; and members of the Board of School Directors of the School District voted upon said Resolution in the following manner:

Gary Summers	-
Robert Cooke	-
Ronald D. Bradley	-
Robert Gress	-
Robert Huffman	-
Debbie Kulick	-
Wayne Rohner	-
Judy Summers	-
Lisa VanWhy	-

IN WITNESS WHEREOF, I set my hand and affix the official seal of the School District, this 21<sup>st</sup> day of November, 2016.

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(Assistant) Secretary of the Board of  
School Directors

(SEAL)

**EAST STROUDSBURG AREA SCHOOL DISTRICT,  
Monroe and Pike Counties, Pennsylvania**

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**RESOLUTION**

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**INCURRING NONELECTORAL DEBT TO BE EVIDENCED BY ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF NINETY-FIVE MILLION DOLLARS (\$95,000,000), TO PROVIDE FUNDS TO CURRENTLY REFUND ALL OR A PORTION OF THE SCHOOL DISTRICT'S OUTSTANDING GENERAL OBLIGATION NOTES, SERIES OF 2007 AND GENERAL OBLIGATION BONDS, SERIES A OF 2007, AND PAY RELATED COSTS; ACCEPTING A PROPOSAL FOR PURCHASE OF THE BONDS; SETTING FORTH THE PARAMETERS, SUBSTANTIAL FORM OF, AND CONDITIONS TO, ISSUING THE BONDS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THIS SCHOOL DISTRICT TO SECURE THE BONDS; PROVIDING FOR REDEMPTION AND RETIREMENT OF SAID GENERAL OBLIGATION BONDS; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND APPROVING RELATED DOCUMENTS AND ACTIONS.**

---

**WHEREAS**, East Stroudsburg Area School District, in Monroe and Pike Counties, Pennsylvania (the "School District"), is a school district of the Commonwealth of Pennsylvania (the "Commonwealth"), a "Local Government Unit" within the meaning of the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Debt Act"), and is governed by its Board of School Directors (the "School Board"); and

**WHEREAS**, The School Board, by its resolution adopted on July 16, 2007 (the "2007 Notes Enabling Resolution"), authorized and secured the issuance of its General Obligation Notes, Series of 2007, dated as of August 15, 2007, in the original aggregate principal amount of \$81,130,000 (the "2007 Notes"), for purposes described in the 2007 Notes Enabling Resolution; and

**WHEREAS**, The Department of Community and Economic Development (the "Department") of the Commonwealth approved the proceedings of this School District related to the increase of nonelectoral indebtedness evidenced in part by the 2007 Notes, which approval of the Department was evidenced by Certificate of Approval No. GON-12441, dated August 10, 2007; and

**WHEREAS**, The School Board, by its resolutions adopted on August 31, 2004 and on October 15, 2007 (the "2007 A Bonds Enabling Resolution"), authorized and secured the issuance of its General Obligation Bonds, Series A of 2007, dated as of November 1, 2007, in the

original aggregate principal amount of \$37,500,000 (the "2007 A Bonds"), for purposes described in the 2007 A Bonds Enabling Resolution; and

**WHEREAS**, The Department approved the proceedings of this School District related to the increase of nonelectoral indebtedness evidenced in part by the 2007 A Bonds, which approval of the Department was evidenced by Certificate of Approval No. GOB-15706, dated October 12, 2004; and

**WHEREAS**, The School Board has determined to refund and retire all or a portion of the outstanding aggregate principal amount of the 2007 Notes and the 2007 A Bonds (collectively, the "Refunded Bonds and Notes"), as described in a refunding report (the "Refunding Report") prepared for this School District by PFM Public Financial Advisors LLC (the "Financial Advisor"), at such time as the debt service savings to this School District resulting from refunding the Refunded Bonds and Notes, after using proceeds of the Bonds to pay the costs of issuing the Bonds, and accounting for reduced state reimbursement as a result of retiring the Refunded Bonds and Notes, equals at least \$ \_\_\_\_\_ (the "Required Savings"); and

**WHEREAS**, The School Board contemplates the authorization, sale, issuance and delivery of one or more series of general obligation bonds, from time to time, in the maximum aggregate principal amount of Ninety-Five Million Dollars (\$95,000,000) (the "Bonds"), to undertake the current refunding of the Refunded Bonds and Notes, and to pay the costs and expenses of issuance of the Bonds (the "Project"), all in accordance with the Debt Act; and

**WHEREAS**, The School Board has considered the possible manners of selling the Bonds, provided for in the Debt Act, at public sale or private sale, by negotiation; and

**WHEREAS**, The School Board has determined that the Bonds: (a) shall be offered at private sale by negotiation; and (b) shall be offered for sale at a net purchase price of not less than 95.0% nor more than 125% of the aggregate principal amount of the Bonds issued (including underwriting discount and original issue discount and/or premium), plus accrued interest (the "Purchase Price"); and

**WHEREAS**, A "Proposal for the Purchase of Bonds," dated November 21, 2016 (the "Proposal"), has been received from the Financial Advisor, containing the financial parameters for, and conditions to, the underwriting and issuance of the Bonds (the "Bond Parameters"), which will be supplemented by an addendum to the Proposal (the "Addendum") containing the final terms and identify the purchaser of the Bonds (the "Purchaser"), consistent with the Bond Parameters; and

**WHEREAS**, The School Board desires to accept the Proposal, to award the sale of the Bonds, to authorize the issuance of nonelectoral debt, and to take appropriate action and to authorize proper things, all in connection with the Project, and all in accordance with the Debt Act; and

**WHEREAS**, The School Board shall select one or more banks or trust companies (the "Paying Agent"), having a corporate trust office in Pennsylvania, to serve as the paying agent, sinking fund depository, and registrar for the Bonds.

**NOW, THEREFORE, BE IT RESOLVED,** by the School Board, as follows:

**SECTION 1.** The School Board hereby authorizes the issuance of the Bonds pursuant to this Resolution, in accordance with the Debt Act, to undertake the Project. Rhoads & Sinon LLP is retained by this School District as its bond counsel in connection with the issuance of the Bonds.

**SECTION 2.** The School Board finds that it is in the best financial interests of this School District to sell the Bonds at private sale by negotiation and determines that the debt to be incurred pursuant to this Resolution shall be nonelectoral debt.

**SECTION 3.** The Project is authorized under Section 8241(b)(1) (reduction in total debt service over the life of the issue) of the Debt Act. The projects originally financed or refinanced by the Refunded Bonds and Notes have varying useful lives, with an aggregate principal amount of each maturity of the Bonds equal to the separate costs of the facilities being refinanced with such Bonds being stated to mature prior to the end of the useful lives of each of the facilities being refinanced. The first maturity of principal of the Bonds will not be deferred beyond two years from the issue date of the Bonds.

**SECTION 4.** The Bonds shall be awarded to the Purchaser in accordance with terms and conditions of the Proposal, including the Purchase Price. The School District's Business Manager or Superintendent is hereby authorized to approve the final terms and conditions of the Bonds, and the Addendum to be presented by the Financial Advisor, within the Bond Parameters. The Addendum so approved shall be executed and delivered by the President or Vice President of the School Board and included as a part of the Proposal accepted by this Resolution.

**SECTION 5.** The Bonds, when issued, will be general obligation bonds of this School District.

**SECTION 6.** The Bonds shall be issuable, from time to time, as one or more series, as fully registered bonds, in denominations of \$5,000 principal amount or any integral multiple thereof.

Each of the Bonds shall bear interest from the interest payment date next preceding the date of registration and authentication of such bond, unless: (a) such bond is registered and authenticated as of an interest payment date, in which event such bond shall bear interest from said interest payment date; or (b) such bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event such bond shall bear interest from such interest payment date; or (c) such bond is registered and authenticated on or prior to the Record Date next preceding the first interest payment date, in which event such bond shall bear interest from the dated date of the Bonds; or (d) as shown by the records of the Paying Agent, interest on such bond shall be in default, in which event such bond shall bear interest from the date to which interest was last paid on such bond. Interest on each of the Bonds shall be payable initially on a date selected by the School District, and thereafter, semiannually, until the principal sum thereof is paid or provision for payment thereof duly has been made. Except as to distinguishing series or subseries, numbers, denominations,

interest rates and maturity dates, the Bonds and the Paying Agent's certificates of authentication shall be substantially in the forms and shall be of the tenor and purport hereinafter set forth, with insertions and variations (including CUSIP numbers) approved by this School District, the Purchaser and the Paying Agent, as may be appropriate for different series, subseries, denominations and maturity dates.

Principal, premium, if any, and interest with respect to the Bonds shall be payable in lawful money of the United States of America.

The principal of and premium, if any, on the Bonds shall be payable to the registered owners thereof or their transferees, upon presentation and surrender of the Bonds at the place or places set forth in the Bonds. Payment of interest on the Bonds shall be made by check mailed to the registered owners thereof whose names and addresses appear at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date") on the registration books maintained by the Paying Agent on behalf of this School District, irrespective of any transfer or exchange of any Bonds subsequent to the Record Date and prior to such interest payment date, unless this School District shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the persons in whose names the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent on behalf of this School District to the registered owners of the Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or interest on any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized or required by law or executive order to close, then the date for payment of such principal or interest shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

**SECTION 7.** Registration of the transfer of ownership of Bonds shall be made upon surrender of any of the Bonds to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of any of the Bonds in the registration books and shall authenticate and deliver, at the earliest practicable time, in the name of the transferee or transferees, a new fully registered bond or bonds of authorized denominations of the same series, maturity and interest rate for the aggregate principal amount that the registered owner is entitled to receive. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same series, maturity and interest rate.

**SECTION 8.** This School District and the Paying Agent shall not be required to register the transfer of or exchange any of the Bonds then considered for redemption during the

period beginning at the close of business on the fifteenth (15<sup>th</sup>) day next preceding any date of selection of such Bonds to be redeemed and ending at the close of business on the day of mailing of the notice of redemption, as hereinafter provided, or to register the transfer of or exchange any portion of any of the Bonds selected for redemption in whole or in part until after the redemption date.

**SECTION 9.** This School District and the Paying Agent may deem and treat the persons in whose names the Bonds shall be registered as the absolute owners thereof for all purposes, whether such Bonds shall be overdue or not, and payment of the principal of, premium, if any, and interest on the Bonds shall be made only to or upon the order of the registered owners thereof or their legal representatives, but registration of a transfer of ownership may be made as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds, to the extent of the sum or sums so paid, and neither this School District nor the Paying Agent shall be affected by any notice to the contrary.

**SECTION 10.** This School District shall cause to be kept, and the Paying Agent shall keep, books for the registration, exchange and transfer of Bonds in the manner provided herein and therein so long as Bonds shall remain outstanding. Such registrations, exchanges and transfers shall be made without charge to bondholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

**SECTION 11.** The Bonds shall bear interest, and a Purchase Price resulting in yield(s) to maturity, and principal shall mature or be payable upon mandatory sinking fund redemptions, in the maximum annual amounts, and in the fiscal years set forth in **Exhibit A** attached hereto and made a part hereof.

**SECTION 12.** The Bonds may be subject to optional redemption by this School District prior to maturity, on such date or dates and under such terms as may be determined in the manner described in Section 4 hereof. The Bonds may be subject to mandatory redemption prior to maturity, determined in the manner described in Section 4 hereof, not in excess of any of the annual principal payment amounts set forth in **Exhibit A** hereof.

**SECTION 13.** This School District appoints the Paying Agent as the paying agent with respect to the Bonds and directs that the principal of, premium, if any, and interest on the Bonds shall be payable at a designated corporate trust office of the Paying Agent, in lawful money of the United States of America.

**SECTION 14.** The form of the Bonds, including the form of Assignment and the form of the Paying Agent's Certificate, shall be substantially as set forth in **Exhibit B**, which is attached hereto and made part hereof, with appropriate insertions, omissions and variations.

**SECTION 15.** The Bonds shall be executed in the name of and on behalf of this School District by the manual or facsimile signature of the President or Vice President of the School Board, and the official seal or a facsimile of the official seal of this School District shall be affixed thereto and the manual or facsimile signature of the Secretary or Assistant Secretary

of the School Board shall be affixed thereto in attestation thereof; and said officers are authorized to execute and to attest the Bonds.

**SECTION 16.** No bond constituting one of the Bonds shall be entitled to any benefit under this Resolution nor shall it be valid, obligatory or enforceable for any purpose until such bond shall have been registered and authenticated by the Certificate of Authentication endorsed thereon duly signed by the Paying Agent; and the Paying Agent is authorized to register and authenticate the Bonds in accordance with the provisions hereof.

**SECTION 17.** This School District covenants to and with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, pursuant to this Resolution, that this School District shall: (i) include the amount of the debt service on the Bonds, for each fiscal year of this School District in which the sums are payable, in its budget for that year, (ii) appropriate those amounts from its general revenues for the payment of the debt service, and (iii) duly and punctually pay or cause to be paid from the Sinking Fund (hereinafter identified) or any other of its revenues or funds the principal of and interest on each of the Bonds at the dates and places and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, this School District shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in the Debt Act, the foregoing covenant of this School District shall be specifically enforceable.

**SECTION 18.** There is created, pursuant to the requirements of the Debt Act, a sinking fund for the Bonds (the "Sinking Fund") including, if applicable, multiple series, or a mandatory sinking fund. The Sinking Fund shall be administered in accordance with applicable provisions of the Debt Act.

**SECTION 19.** This School District appoints the Paying Agent as the sinking fund depository with respect to the Sinking Fund.

**SECTION 20.** This School District covenants to make payments out of the Sinking Fund, or out of any other of its revenues or funds, at such times and in such annual amounts, as shall be sufficient for prompt and full payment of all obligations of the Bonds when due.

**SECTION 21.** The School Board hereby authorizes the preparation of a Preliminary Official Statement for use in the marketing of the Bonds and authorizes the Superintendent of the School District to approve the form of such Preliminary Official Statement and a final Official Statement with respect to the Bonds of the School District, with such insertions and amendments as shall be necessary or appropriate to reflect the final terms and provisions of the Bonds, the accepted Proposal and this Resolution. The President of the School Board shall affix his or her signature to the Official Statement, as such officer, and such execution of the Official Statement shall constitute conclusive evidence of the approval of the Official Statement by the School Board.

**SECTION 22.** Following the acceptance of the final terms and conditions of the Bonds and Addendum as described in Section 4, the President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed, as required, necessary and/or appropriate: (a) to prepare, to certify and to file with the

Department the debt statement required by the Debt Act; (b) to prepare and to file with the Department any statements required by the Debt Act that are necessary to qualify all or any portion of the debt of this School District that is subject to exclusion as self-liquidating or subsidized debt for exclusion from the appropriate debt limit of this School District as self-liquidating or subsidized debt; (c) to prepare and to file the application with the Department, together with a complete and accurate transcript of the proceedings for the required approval relating to the debt, of which debt the Bonds, upon issue, will be evidence, as required by the Debt Act; (d) to pay or to cause to be paid to the Department all proper filing fees required in connection with the foregoing; and (e) to take other required, necessary and/or appropriate action.

The School Board also authorizes and directs that an appropriate borrowing base certificate be prepared for filing with the Department as required by the Debt Act following the acceptance of the final terms of the Bonds as described above. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are hereby authorized to prepare and to execute, or to authorize the auditors of this School District to prepare and to execute, such borrowing base certificate.

**SECTION 23.** If applicable, as determined from the Proposal, the School Board authorizes and directs the purchase of municipal bond insurance with respect to the Bonds. The officers and agents of this School District are authorized and directed to take all required, necessary and/or appropriate action with respect to such insurance, as contemplated in the Proposal, including the payment of the premium for such insurance.

**SECTION 24.** The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed to contract with the Paying Agent for its services as paying agent for the Bonds and as sinking fund depository in connection with the Sinking Fund established for the Bonds.

**SECTION 25.** It is declared that the debt to be incurred hereby, together with any other indebtedness of this School District, is not in excess of any limitation imposed by the Debt Act upon the incurring of debt by this School District.

**SECTION 26.** The officers and agents of this School District are authorized to deliver the Bonds and to authorize payment of all costs and expenses associated with issuance of the Bonds as provided for in the Proposal, but only after the Department has certified its approval pursuant to the provisions of the Debt Act or at such time when the filing authorized to be submitted to the Department pursuant to the Debt Act shall be deemed to have been approved pursuant to applicable provisions of the Debt Act.

**SECTION 27.** This School District covenants to and with the Purchaser (or any portion thereof intended to be exempt from federal taxation) that it will make no use of the proceeds of such Bonds, or of any other obligations deemed to be part of the same "issue" as any portion of such Bonds under applicable federal tax regulations, that will cause such Bonds to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) and Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations implementing said Sections that duly have been published in the Federal Register or any other regulations

implementing said Sections, and this School District further covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on such Bonds.

This School District further covenants to and with the Purchaser that it will make no use of the proceeds of the Bonds, of the proceeds of any other obligations deemed to be part of the same "issue" as the Bonds under applicable federal tax regulations, or of any property or facilities financed with the proceeds of the Bonds or of any such other obligations deemed to be part of the same "issue" as the Bonds, that will cause the Bonds to be or become "private activity bonds" within the meaning of Section 141 of the Code and the regulations implementing said Sections that duly have been published in the Federal Register, and this School District further covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on the Bonds.

The President or Vice President of the School Board is authorized to represent in a certificate delivered when the Bonds are issued, if appropriate, that this School District does not then reasonably expect to issue tax-exempt obligations that, together with all tax-exempt obligations reasonably expected to be issued by all entities that issue bonds on behalf of this School District and all "subordinate entities" (within the meaning of Section 265(b)(3)(E) of the Code) of this School District, in the aggregate, will exceed Ten Million Dollars (\$10,000,000) (excluding obligations issued to refund (other than to advance refund) any obligation to the extent that the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation) in the calendar year of issuance and, accordingly, thereby designate the Bonds (to the extent they are not "deemed designated" under Section 265(b)(3)(D)(ii) of the Code), on behalf of this School District, as "qualified tax-exempt obligations," as defined in Section 265(b)(3)(B) of the Code, for the purposes and effect contemplated by Section 265 of the Code.

**SECTION 28.** This School District does hereby authorize the optional redemption of the Refunded Bonds and Notes to be refunded, on the earliest date authorized by the 2007 Notes and the 2007 A Bonds (the "Redemption Date"), in accordance with the rights and privileges reserved to this School District in the Refunded Bonds and Notes, and as described in the Addendum.

Proper officers of the School Board are hereby authorized and directed to give irrevocable instructions to the paying agent and bond registrar for the Refunded Bonds and Notes to redeem the Refunded Bonds and Notes in accordance with this election of the School Board, following the acceptance of the final terms and conditions of the Bonds and Addendum as described in section 4 hereof.

If applicable, this School District, simultaneously with delivery of the Bonds to the Purchaser, shall enter into a bond retirement agreement or an escrow agreement (the "Bond Retirement Agreement") with the paying agent of the Refunded Bonds and Notes (the "Escrow Agent"), acting as escrow agent for the Refunded Bonds and Notes. The Bond Retirement Agreement shall provide for a deposit of Bond proceeds into one or more escrow accounts with the Escrow Agent sufficient to pay the debt service due on such Refunded Bonds and Notes through the applicable Redemption Date. The President or Vice President and the Secretary or

Assistant Secretary, respectively, of the School Board are authorized and directed to execute, to attest, and to seal, as appropriate, and to deliver such Bond Retirement Agreement simultaneously with such delivery of the Bonds. The School District approves the Bond Retirement Agreement in form satisfactory to the Solicitor and Bond Counsel for this School District and as shall be approved by the officers of the School Board executing the same. Such approval of such officers shall be conclusively presumed to have been given by their execution of the Bond Retirement Agreement.

If applicable, the President, Vice President or Treasurer of the School Board, or the Superintendent or Business Manager, respectively, of this School District is each hereby authorized and directed to execute and deliver agreements, orders or subscriptions for purchase of United States Treasury Certificates of Indebtedness, Notes or Bonds, State and Local Government Series ("SLGS"), other securities of the United States of America, collateralized certificates of deposit or other investments satisfying the requirements of 53 Pa.C.S. §8250, as described in the Refunding Report, from proceeds of the Bonds and, if applicable, other funds to be deposited under the Bond Retirement Agreement, and to do, to take and to authorize such other acts as shall be necessary or appropriate to provide for retirement of the payment of principal and interest on the Refunded Bonds and Notes, as described in the Refunding Report and this Resolution.

The officers and agents of this School District are hereby authorized and directed to take all such actions as may be necessary and appropriate to accomplish the redemption and retirement of the Refunded Bonds and Notes.

**SECTION 29.** The Secretary of the School Board of this School District is hereby authorized and directed to execute and to submit to the Pennsylvania Department of Education, promptly following settlement for the Bonds, the appropriate application and other documents and information necessary to obtain state reimbursement with respect to the debt service on the Bonds (including the filing of the appropriate PLANCON Parts, as applicable).

**SECTION 30.** This School District shall enter into, and hereby authorizes and directs the President or Vice President of the School Board to execute, a Continuing Disclosure Certificate (the "Certificate") on behalf of this School District on or before the date of issuance and delivery of the Bonds. Such Certificate shall be executed and delivered to satisfy the terms and conditions of the accepted Proposal for sale of the Bonds and Securities and Exchange Commission Rule 15c2-12, and shall be substantially in the form presented to this meeting, which is hereby approved, together with any changes therein made and approved by the executing officer of the School Board, whose execution and delivery thereof shall constitute conclusive evidence of such approval. A copy of the Certificate shall be filed with the Secretary of the School Board and shall be and hereby is made part of this Resolution.

This School District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Certificate. Notwithstanding any other provision of this Resolution, failure of this School District to comply with the Certificate shall not be considered an event of default with respect to the Bonds; however, any registered owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific

performance by court order, to cause this School District to comply with its obligations under this Section and such Certificate.

**SECTION 31.** The Bonds shall be made available for purchase under a book-entry only system available through The Depository Trust Company, a New York corporation ("DTC"). If applicable, at or prior to settlement for the Bonds, this School District and the Paying Agent shall execute or signify their approval of a Representation Letter in substantially the form on file with DTC (the "Representation Letter"). The appropriate officers of this School District and the Paying Agent shall take such action as may be necessary from time to time to comply with the terms and provisions of the Representation Letter, and any successor paying agent for the Bonds, in its written acceptance of its duties under this Resolution, shall agree to take any actions necessary from time to time to comply with the requirements of the Representation Letter.

**SECTION 32.** Notwithstanding the foregoing provisions of this Resolution, the Bonds shall initially be issued in the form of one fully-registered bond for the aggregate principal amount of the Bonds of each maturity, and the following provisions shall apply with respect to the registration, transfer and payment of the Bonds:

(a) Except as provided in subparagraph (g) below, all of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds of the same series, interest rate and maturity registered in the name of such nominee or nominees of DTC.

(b) No person other than DTC or its nominee shall be entitled to receive from this School District or the Paying Agent either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof, unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the registration books (the "Register") maintained by the Paying Agent in connection with discontinuing the book-entry system as provided in subparagraph (g) below or otherwise.

(c) So long as any Bonds are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds shall be made to DTC or its nominee in accordance with the Representation Letter on the dates provided for such payments under this Resolution. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of this School District or the Paying Agent with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Paying Agent shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that DTC shall deliver to the Paying Agent, upon request, a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(d) This School District and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to holders of Bonds under this Resolution, registering the transfer of Bonds, obtaining any consent or other action to be taken by holders of Bonds and for all other purposes whatsoever; and neither this School District nor the Paying Agent shall be affected by any notice to the contrary. Neither this School District nor the Paying Agent shall have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the Register as being a registered owner of Bonds, with respect to (1) the Bonds, (2) the accuracy of any records maintained by DTC or any such participant, (3) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the Bonds, (4) any notice which is permitted or required to be given to holders of the Bonds under this Resolution, (5) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Bonds, and (6) any consent given or other action taken by DTC as holder of the Bonds.

(e) So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the holders of such Bonds under this Resolution shall be given to DTC as provided in the Representation Letter.

(f) In connection with any notice or other communication to be provided to holders of Bonds pursuant to this Resolution by this School District or the Paying Agent with respect to any consent or other action to be taken by holders of Bonds, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that this School District or the Paying Agent may establish a special record date for such consent or other action. This School District or the Paying Agent shall give DTC notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(g) The book-entry only system for registration of the ownership of the Bonds may be discontinued at any time if either (1) after notice to this School District and the Paying Agent, DTC determines to resign as securities depository for the Bonds, or (2) after notice to DTC and the Paying Agent, this School District determines that continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of this School District. In either of such events (unless in the case described in clause (2) above, this School District appoints a successor securities depository), the Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of this School District or the Paying Agent for the accuracy of such designation. Whenever DTC requests this School District and the Paying Agent to do so, this School District and the Paying Agent shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

**SECTION 33.** The President or Vice President and the Secretary or Assistant Secretary, respectively, of the Board of the School District are authorized and directed to

perform such acts as may be necessary to facilitate the settlement for the Bonds and redemption of the Refunded Bonds and Notes.

**SECTION 34.** Any reference in this Resolution to an officer or member of the School Board shall be deemed to refer to his or her duly qualified successor in office, or other authorized representative, if applicable.

**SECTION 35.** In the event any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of this School District that such remainder shall be and shall remain in full force and effect.

**SECTION 36.** All resolutions or parts of resolutions, insofar as the same shall be inconsistent herewith, shall be and the same expressly are repealed.

**SECTION 37.** This Resolution shall be effective in accordance with the Debt Act.

**DULY ADOPTED**, by the School Board, in lawful session duly assembled, this 21<sup>st</sup> day of November, 2016.

EAST STROUDSBURG AREA SCHOOL  
DISTRICT, Monroe and Pike Counties,  
Pennsylvania

By: \_\_\_\_\_  
(Vice) President of the Board of  
School Directors

ATTEST:

\_\_\_\_\_  
(Assistant) Secretary of the Board of  
School Directors

(SEAL)

**EXHIBIT A**

**EAST STROUDSBURG AREA SCHOOL DISTRICT**  
**Monroe and Pike Counties, Pennsylvania**  
\$95,000,000 Maximum Aggregate Principal Amount  
General Obligation Bonds  
Maximum Annual Principal Payment Schedule\*

[SEE ATTACHED PAGE]

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\*Includes principal maturities and mandatory sinking fund redemptions.

EAST STROUDSBURG AREA SCHOOL DISTRICT  
 SERIES AA OF 2017  
 MAXIMUM PARAMETERS

1	2	3	4	5	6
<u>Date</u>	<u>Max Principal</u>	<u>Max Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>
9/1/2017	2,735,000	6.000	1,361,666.67	4,096,666.67	
3/1/2018			2,767,950.00	2,767,950.00	6,864,616.67
9/1/2018	5,210,000	6.000	2,767,950.00	7,977,950.00	
3/1/2019			2,611,650.00	2,611,650.00	10,589,600.00
9/1/2019	7,230,000	6.000	2,611,650.00	9,841,650.00	
3/1/2020			2,394,750.00	2,394,750.00	12,236,400.00
9/1/2020	7,715,000	6.000	2,394,750.00	10,109,750.00	
3/1/2021			2,163,300.00	2,163,300.00	12,273,050.00
9/1/2021	8,865,000	6.000	2,163,300.00	11,028,300.00	
3/1/2022			1,897,350.00	1,897,350.00	12,925,650.00
9/1/2022	10,625,000	6.000	1,897,350.00	12,522,350.00	
3/1/2023			1,578,600.00	1,578,600.00	14,100,950.00
9/1/2023	10,765,000	6.000	1,578,600.00	12,343,600.00	
3/1/2024			1,255,650.00	1,255,650.00	13,599,250.00
9/1/2024	11,015,000	6.000	1,255,650.00	12,270,650.00	
3/1/2025			925,200.00	925,200.00	13,195,850.00
9/1/2025	11,335,000	6.000	925,200.00	12,260,200.00	
3/1/2026			585,150.00	585,150.00	12,845,350.00
9/1/2026	7,960,000	6.000	585,150.00	8,545,150.00	
3/1/2027			346,350.00	346,350.00	8,891,500.00
9/1/2027	3,720,000	6.000	346,350.00	4,066,350.00	
3/1/2028			234,750.00	234,750.00	4,301,100.00
9/1/2028	3,725,000	6.000	234,750.00	3,959,750.00	
3/1/2029			123,000.00	123,000.00	4,082,750.00
9/1/2029	3,850,000	6.000	123,000.00	3,973,000.00	
3/1/2030			7,500.00	7,500.00	3,980,500.00
9/1/2030	25,000	6.000	7,500.00	32,500.00	
3/1/2031			6,750.00	6,750.00	39,250.00
9/1/2031	25,000	6.000	6,750.00	31,750.00	
3/1/2032			6,000.00	6,000.00	37,750.00
9/1/2032	25,000	6.000	6,000.00	31,000.00	
3/1/2033			5,250.00	5,250.00	36,250.00
9/1/2033	25,000	6.000	5,250.00	30,250.00	
3/1/2034			4,500.00	4,500.00	34,750.00
9/1/2034	25,000	6.000	4,500.00	29,500.00	
3/1/2035			3,750.00	3,750.00	33,250.00
9/1/2035	25,000	6.000	3,750.00	28,750.00	
3/1/2036			3,000.00	3,000.00	31,750.00
9/1/2036	25,000	6.000	3,000.00	28,000.00	
3/1/2037			2,250.00	2,250.00	30,250.00
9/1/2037	25,000	6.000	2,250.00	27,250.00	
3/1/2038			1,500.00	1,500.00	28,750.00
9/1/2038	25,000	6.000	1,500.00	26,500.00	
3/1/2039			750.00	750.00	27,250.00
9/1/2039	25,000	6.000	750.00	25,750.00	
3/1/2040					25,750.00
TOTALS	95,000,000		35,211,566.67	130,211,566.67	130,211,566.67

**EXHIBIT B**

**(FORM OF BOND)**

[The following Legend is to be printed on any Bonds registered in the name of The Depository Trust Company or Cede & Co., its nominee: **“Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL in as much as the registered owner hereof, Cede & Co., has an interest herein.”]**

Number

\$

UNITED STATES OF AMERICA  
COMMONWEALTH OF PENNSYLVANIA  
COUNTIES OF MONROE AND PIKE  
EAST STROUDSBURG AREA SCHOOL DISTRICT  
GENERAL OBLIGATION BOND, SERIES AA OF 2017

INTEREST  
RATE

MATURITY  
DATE

DATED DATE  
OF THE BONDS

CUSIP

%

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

EAST STROUDSBURG AREA SCHOOL DISTRICT, in Monroe and Pike Counties, Pennsylvania (the “Issuer”), a school district existing under laws of the Commonwealth of Pennsylvania (the “Commonwealth”), for value received, promises to pay to the order of the registered owner named hereon, or registered assigns, on the maturity date stated hereon, upon presentation and surrender hereof, the principal sum stated hereon, unless this General Obligation Bond, Series AA of 2017 (the “Bond”), shall be redeemable and duly shall have been called for earlier redemption and payment of the redemption price shall have been made or provided for, and to pay initially on September 1, 2017, and thereafter semiannually on March 1 and September 1 of each year, to the registered owner hereof, interest on said principal

sum, at the rate per annum stated hereon, until said principal sum has been paid or provision for payment thereof duly has been made. Interest on this Bond shall be payable from the interest payment date next preceding the date of registration and authentication of this Bond, unless: (a) this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date; or (b) this Bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event this Bond shall bear interest from such interest payment date; or (c) this Bond is registered and authenticated on or prior to the Record Date next preceding September 1, 2017, in which event this Bond shall bear interest from the Dated Date of the Bonds; or (d) as shown by the records of the Paying Agent (hereinafter defined), interest on this Bond shall be in default, in which event this Bond shall bear interest from the date to which interest was last paid on this Bond. The interest on this Bond is payable by check drawn on \_\_\_\_\_ (the "Paying Agent"), or its successor. The principal of and premium, if any, on this Bond, when due, are payable upon surrender hereof at the designated corporate trust office of the Paying Agent. Payment of the interest hereon shall be made to the registered owner hereof whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such interest payment date, unless the Issuer shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owner of this Bond not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name this Bond is registered at the close of business on the fifth (5th) day preceding the date of mailing. Principal, premium, if any, and interest with respect to this Bond are payable in lawful money of the United States of America.

This Bond is one of a series of bonds of the Issuer, known generally as "General Obligation Bonds, Series AA of 2017" (the "Bonds"), all of like date and tenor, except as to numbers, denominations, dates of maturity, rates of interest, and provisions for redemption, in the aggregate principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The Bonds have been authorized for issuance in accordance with provisions of the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Debt Act"), of the Commonwealth, and by virtue of a duly adopted resolution (the "Resolution") of the Issuer. The Debt Act, as such shall have been in effect when the Bonds were authorized, and the Resolution shall constitute a contract between the Issuer and registered owners, from time to time, of the Bonds.

The Issuer has covenanted, in the Resolution, to and with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, pursuant to the Resolution, that the Issuer shall: (i) include the amount of the debt service for the Bonds, for each fiscal year of the Issuer in which such sums are payable, in its budget for that year, (ii) appropriate such amounts from its general revenues for the payment of such debt service, and (iii) duly and punctually pay or cause to be paid, from the sinking fund established under the

Resolution or any other of its revenues or funds, the principal of and interest on each of the Bonds at the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the Issuer has pledged and does pledge, irrevocably, its full faith, credit and taxing power.

This Bond shall not be entitled to any benefit under the Resolution, nor shall it be valid, obligatory or enforceable for any purpose, until this Bond shall have been authenticated by the Paying Agent.

The Bonds are issuable only in the form of registered bonds, without coupons, in the denominations of \$5,000 principal amount or any integral multiple thereof. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate upon surrender of such Bonds to the Paying Agent, with written instructions satisfactory to the Paying Agent.

The Issuer and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the Issuer and the Paying Agent shall not be affected by any notice to the contrary.

This Bond may be transferred by the registered owner hereof upon surrender of this Bond to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of this Bond or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of this Bond in the registration books and shall authenticate and deliver at the earliest practicable time in the name of the transferee or transferees a new fully registered bond or bonds of authorized denominations of the same series, maturity and interest rate for the aggregate principal amount which the registered owner is entitled to receive.

The Issuer and the Paying Agent shall not be required to issue or to register the transfer of or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day of mailing of the applicable notice of redemption, as hereinafter provided, or to register the transfer of or exchange any portion of any bond selected for redemption until after the redemption date.

The Bonds stated to mature on or after September 1, \_\_\_\_, are subject to redemption prior to maturity, at the option of the Issuer, as a whole, on \_\_\_\_, or on any date thereafter, upon payment of the principal amount thereof, together with accrued interest to the date fixed for redemption.

The Bonds stated to mature on or after September 1, \_\_\_\_, are subject to redemption prior to maturity, at the option of the Issuer, from time to time, in part, in any order of maturity selected by the Issuer, on \_\_\_\_, or on any date thereafter. If less than all Bonds of any particular maturity are to be redeemed, the Bonds of such maturity to be

redeemed shall be drawn by lot by the Paying Agent. Any such redemption shall be upon payment of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption.

The Bonds stated to mature on September 1, \_\_\_\_, and on September 1, \_\_\_\_, are subject to mandatory redemption prior to maturity, in the amounts and on September 1 of the years set forth in the following schedules as drawn by lot by the Paying Agent in behalf of the Issuer:

Bonds Maturing on September 1, \_\_:

<u>Year</u>	<u>Amount</u>
	\$ ____; and

Bonds Maturing on September 1, \_\_:

<u>Year</u>	<u>Amount</u>
	\$ ____.

Any such redemption shall be upon application of money available for the purpose in the Mandatory Sinking Fund established under the Resolution and shall be upon payment of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption. In lieu of such mandatory redemption, the Paying Agent, as sinking fund depository, in behalf of the Issuer, may purchase, from money available for the purpose in the Sinking Fund established under the Resolution, at a price not to exceed the principal amount plus accrued interest, or the Issuer may tender to the Paying Agent, all or part of the Bonds subject to being drawn for redemption in any such year.

In the case of any partial redemption of Bonds of any maturity that is subject to mandatory sinking fund redemption, the Issuer shall be entitled to designate whether the amount to be redeemed shall be credited against the principal amount of such Bonds due at maturity or credited against the principal amount of such Bonds scheduled to be called for mandatory sinking fund redemption on any particular date or dates, in each case in an integral multiple of \$5,000 principal amount.

If this Bond is of a denomination larger than \$5,000, a portion of this Bond may be redeemed. For the purposes of redemption, this Bond shall be treated as representing the number of Bonds that is equal to the principal amount hereof divided by \$5,000, each \$5,000 portion of this Bond being subject to redemption. In the case of partial redemption of this Bond, payment of the redemption price shall be made only upon surrender of this Bond in exchange for Bonds of authorized denominations of the same maturity and interest rate and in aggregate principal amount equal to the unredeemed portion of the principal amount hereof; Provided, however, that should this Bond be registered in the name of The Depository Trust Company ("DTC") or Cede & Co., as nominee for DTC, or any other nominee of DTC, or any other

successor securities depository or its nominee, this Bond need not be surrendered for payment and exchange in the event of a partial redemption hereof and the records of the Paying Agent shall be conclusive as to the amount of this Bond which shall have been redeemed.

Notice of redemption shall be deposited in first class mail not less than 30 days prior to the date fixed for redemption and shall be addressed to the registered owners of the Bonds to be redeemed at their addresses shown on the registration books kept by the Paying Agent as of the day such Bonds are selected for redemption. Failure to mail any notice of redemption or any defect therein or in the mailing thereof shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption as to which proper notice has been given.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal, premium, if any, and accrued interest being held by the Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Resolution, and registered owners of such Bonds or portions thereof so called for redemption shall have no rights with respect thereto, except to receive payment of the principal to be redeemed and accrued interest thereon to the date fixed for redemption, together with the redemption premium, if any.

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

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

*This Bond has been designated or "deemed designated" by the Issuer as a "qualified tax-exempt obligation", as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), for purposes and effect contemplated by Section 265 of the Code (relating to expenses and interest relating to tax-exempt income of certain financial institutions).*

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of the President of the Board of School Directors, and its official seal or facsimile thereof to be affixed hereto and the manual or facsimile signature of the Secretary of the Board of School Directors to be affixed hereto in attestation thereof, all as of the Dated Date of the Bonds.

EAST STROUDSBURG AREA SCHOOL  
DISTRICT, Monroe and Pike Counties,  
Pennsylvania

By: \_\_\_\_\_  
President of the Board of School Directors

ATTEST:

\_\_\_\_\_  
Secretary of the Board of School Directors

(SEAL)

\_\_\_\_\_

(FORM OF PAYING AGENT'S CERTIFICATE)

CERTIFICATE OF AUTHENTICATION; CERTIFICATE AS TO OPINION; AND  
CERTIFICATE AS TO INSURANCE

It is certified that:

(i) This Bond is one of the Bonds described in the within-mentioned Resolution;

(ii) An original Opinion issued by Rhoads & Sinon LLP, dated and delivered on the date of the original delivery of, and payment for, such Bonds that is on file at such designated corporate trust office where the same may be inspected; and

(iii) \_\_\_\_\_ has issued its municipal bond insurance policy, as stated in the Statement of Insurance printed upon this Bond, a copy of which policy is on file at such designated corporate trust office where the same may be inspected.

\_\_\_\_\_,  
as Paying Agent

By: \_\_\_\_\_  
Authorized Representative

Date of Registration and Authentication:

\_\_\_\_\_

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, \_\_\_\_\_, the undersigned, hereby sells, assigns and transfers unto

\_\_\_\_\_ (the "Transferee")  
Name

\_\_\_\_\_  
Address

Social Security or Federal Employer Identification No. \_\_\_\_\_

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, as attorney, to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

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

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution that is a participant in a signature guarantee program recognized by the Securities Transfer Association.

\_\_\_\_\_  
NOTICE: No transfer will be made in the name of the Transferee unless the signature(s) to this assignment correspond(s) with the name(s) appearing upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries of the trust, the Federal Employer Identification Number and date of the trust and the name of the trustee must be supplied.

(FORM OF STATEMENT OF INSURANCE)

STATEMENT OF INSURANCE

[To Be Inserted by Insurer]

### CERTIFICATE

I, the undersigned, (Assistant) Secretary of the Board of School Directors of EAST STROUDSBURG AREA SCHOOL DISTRICT, in Monroe and Pike Counties, Pennsylvania (the "School District"), certify that: the foregoing is a true and correct copy of a Resolution that duly was adopted by affirmative vote of a majority of all members of the Board of School Directors of the School District at a meeting duly held on November 21, 2016; said Resolution duly has been recorded in the minute book of the Board of School Directors of the School District; a notice with respect to the intent to adopt said Resolution has been published as required by law; said Resolution was available for inspection by any interested citizen requesting the same in accordance with the requirements of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania and such notice; and said Resolution has not been amended, altered, modified or repealed as of the date of this Certificate.

I further certify that the Board of School Directors of the School District met the advance notice and public comment requirements of the Sunshine Act, 65 Pa.C.S. §701 *et seq.*, by advertising the time and place of said meeting, by posting prominently a notice of said meeting at the principal office of the School District or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment prior to adoption of said Resolution, all as required by such Act.

I further certify that: the total number of members of the Board of School Directors of the School District is nine (9); the vote of members of the Board of School Directors of the School District upon said Resolution was called and duly was recorded upon the minutes of said meeting; and members of the Board of School Directors of the School District voted upon said Resolution in the following manner:

Gary Summers	-
Robert Cooke	-
Ronald D. Bradley	-
Robert Gress	-
Robert Huffman	-
Debbie Kulick	-
Wayne Rohner	-
Judy Summers	-
Lisa VanWhy	-

IN WITNESS WHEREOF, I set my hand and affix the official seal of the School District, this 21<sup>st</sup> day of November, 2016.

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(Assistant) Secretary of the Board of  
School Directors

(SEAL)

**EAST STROUDSBURG AREA SCHOOL DISTRICT,  
Monroe and Pike Counties, Pennsylvania**

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**RESOLUTION**

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**INCURRING NONELECTORAL DEBT TO BE EVIDENCED BY ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF TWENTY THREE MILLION DOLLARS (\$23,000,000), TO PROVIDE FUNDS TO CURRENTLY REFUND ALL OF THE REMAINING SCHOOL DISTRICT'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES OF 2008, AND PAY RELATED COSTS; ACCEPTING A PROPOSAL FOR PURCHASE OF THE BONDS; SETTING FORTH THE PARAMETERS, SUBSTANTIAL FORM OF, AND CONDITIONS TO, ISSUING THE BONDS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THIS SCHOOL DISTRICT TO SECURE THE BONDS; PROVIDING FOR REDEMPTION AND RETIREMENT OF SAID GENERAL OBLIGATION BONDS, SERIES OF 2008; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND APPROVING RELATED DOCUMENTS AND ACTIONS.**

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**WHEREAS**, East Stroudsburg Area School District, in Monroe and Pike Counties, Pennsylvania (the "School District"), is a school district of the Commonwealth of Pennsylvania (the "Commonwealth"), a "Local Government Unit" within the meaning of the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Debt Act"), and is governed by its Board of School Directors (the "School Board"); and

**WHEREAS**, The School Board, by its resolution adopted on March 17, 2008 (the "2008 Bonds Enabling Resolution"), authorized and secured the issuance of its General Obligation Bonds, Series of 2008, dated as of April 17, 2008, in the original aggregate principal amount of \$32,320,000 (the "2008 Bonds"), for purposes described in the 2008 Bonds Enabling Resolution; and

**WHEREAS**, The Department of Community and Economic Development (the "Department") of the Commonwealth approved the proceedings of this School District related to the increase of nonelectoral indebtedness evidenced in part by the 2008 Bonds, which approval of the Department was evidenced by Certificate of Approval No. GOB-16768, dated April 14, 2008; and

**WHEREAS**, The School Board has determined to refund and retire all remaining outstanding aggregate principal amounts of the 2008 Bonds (the "Refunded Bonds"), as described in a refunding report (the "Refunding Report") prepared for this School District by PFM Financial Advisors LLC (the "Financial Advisor"), at such time as the debt service savings

to this School District resulting from refunding the Refunded Bonds, after using proceeds of the Bonds to pay the costs of issuing the Bonds, and accounting for reduced state reimbursement as a result of retiring the Refunded Bonds, equals at least \$\_\_\_\_\_ (the "Required Savings"); and

**WHEREAS,** The School Board contemplates the authorization, sale, issuance and delivery of one or more series of general obligation bonds, from time to time, in the maximum aggregate principal amount of Twenty Three Million Dollars (\$23,000,000) (the "Bonds"), to undertake the current refunding of the Refunded Bonds, and to pay the costs and expenses of issuance of the Bonds (the "Project"), all in accordance with the Debt Act; and

**WHEREAS,** The School Board has considered the possible manners of selling the Bonds, provided for in the Debt Act, at public sale or private sale, by negotiation; and

**WHEREAS,** The School Board has determined that the Bonds: (a) shall be offered at private sale by negotiation; and (b) shall be offered for sale at a net purchase price of not less than 95.0% nor more than 125% of the aggregate principal amount of the Bonds issued (including underwriting discount and original issue discount and/or premium), plus accrued interest (the "Purchase Price"); and

**WHEREAS,** A "Proposal for the Purchase of Bonds," dated November 21, 2016 (the "Proposal"), has been received from the Financial Advisor, containing the financial parameters for, and conditions to, the underwriting and issuance of the Bonds (the "Bond Parameters"), which will be supplemented by an addendum to the Proposal (the "Addendum") containing the final terms and identify the purchaser of the Bonds (the "Purchaser"), consistent with the Bond Parameters; and

**WHEREAS,** The School Board desires to accept the Proposal, to award the sale of the Bonds, to authorize the issuance of nonelectoral debt, and to take appropriate action and to authorize proper things, all in connection with the Project, and all in accordance with the Debt Act; and

**WHEREAS,** The School Board shall select one or more banks or trust companies (the "Paying Agent"), having a corporate trust office in Pennsylvania, to serve as the paying agent, sinking fund depository, and registrar for the Bonds.

**NOW, THEREFORE, BE IT RESOLVED,** by the School Board, as follows:

**SECTION 1.** The School Board hereby authorizes the issuance of the Bonds pursuant to this Resolution, in accordance with the Debt Act, to undertake the Project. Rhoads & Sinon LLP is retained by this School District as its bond counsel in connection with the issuance of the Bonds.

**SECTION 2.** The School Board finds that it is in the best financial interests of this School District to sell the Bonds at private sale by negotiation and determines that the debt to be incurred pursuant to this Resolution shall be nonelectoral debt.

**SECTION 3.** The Project is authorized under Section 8241(b)(1) (reduction in total debt service over the life of the issue) of the Debt Act. The projects originally financed or refinanced by the Refunded Bonds have varying useful lives, with an aggregate principal amount of each maturity of the Bonds equal to the separate costs of the facilities being refinanced with such Bonds being stated to mature prior to the end of the useful lives of each of the facilities being refinanced. The first maturity of principal of the Bonds will not be deferred beyond two years from the issue date of the Bonds.

**SECTION 4.** The Bonds shall be awarded to the Purchaser in accordance with terms and conditions of the Proposal, including the Purchase Price. The School District's Business Manager or Superintendent is hereby authorized to approve the final terms and conditions of the Bonds, and the Addendum to be presented by the Financial Advisor, within the Bond Parameters. The Addendum so approved shall be executed and delivered by the President or Vice President of the School Board and included as a part of the Proposal accepted by this Resolution.

**SECTION 5.** The Bonds, when issued, will be general obligation bonds of this School District.

**SECTION 6.** The Bonds shall be issuable, from time to time, as one or more series, as fully registered bonds, in denominations of \$5,000 principal amount or any integral multiple thereof.

Each of the Bonds shall bear interest from the interest payment date next preceding the date of registration and authentication of such bond, unless: (a) such bond is registered and authenticated as of an interest payment date, in which event such bond shall bear interest from said interest payment date; or (b) such bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event such bond shall bear interest from such interest payment date; or (c) such bond is registered and authenticated on or prior to the Record Date next preceding the first interest payment date, in which event such bond shall bear interest from the dated date of the Bonds; or (d) as shown by the records of the Paying Agent, interest on such bond shall be in default, in which event such bond shall bear interest from the date to which interest was last paid on such bond. Interest on each of the Bonds shall be payable initially on a date selected by the School District, and thereafter, semiannually, until the principal sum thereof is paid or provision for payment thereof duly has been made. Except as to distinguishing series or subseries, numbers, denominations, interest rates and maturity dates, the Bonds and the Paying Agent's certificates of authentication shall be substantially in the forms and shall be of the tenor and purport hereinafter set forth, with insertions and variations (including CUSIP numbers) approved by this School District, the Purchaser and the Paying Agent, as may be appropriate for different series, subseries, denominations and maturity dates.

Principal, premium, if any, and interest with respect to the Bonds shall be payable in lawful money of the United States of America.

The principal of and premium, if any, on the Bonds shall be payable to the registered owners thereof or their transferees, upon presentation and surrender of the Bonds at the place or

places set forth in the Bonds. Payment of interest on the Bonds shall be made by check mailed to the registered owners thereof whose names and addresses appear at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date") on the registration books maintained by the Paying Agent on behalf of this School District, irrespective of any transfer or exchange of any Bonds subsequent to the Record Date and prior to such interest payment date, unless this School District shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the persons in whose names the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent on behalf of this School District to the registered owners of the Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or interest on any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized or required by law or executive order to close, then the date for payment of such principal or interest shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

**SECTION 7.** Registration of the transfer of ownership of Bonds shall be made upon surrender of any of the Bonds to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of any of the Bonds in the registration books and shall authenticate and deliver, at the earliest practicable time, in the name of the transferee or transferees, a new fully registered bond or bonds of authorized denominations of the same series, maturity and interest rate for the aggregate principal amount that the registered owner is entitled to receive. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same series, maturity and interest rate.

**SECTION 8.** This School District and the Paying Agent shall not be required to register the transfer of or exchange any of the Bonds then considered for redemption during the period beginning at the close of business on the fifteenth (15<sup>th</sup>) day next preceding any date of selection of such Bonds to be redeemed and ending at the close of business on the day of mailing of the notice of redemption, as hereinafter provided, or to register the transfer of or exchange any portion of any of the Bonds selected for redemption in whole or in part until after the redemption date.

**SECTION 9.** This School District and the Paying Agent may deem and treat the persons in whose names the Bonds shall be registered as the absolute owners thereof for all purposes, whether such Bonds shall be overdue or not, and payment of the principal of, premium, if any, and interest on the Bonds shall be made only to or upon the order of the registered owners thereof or their legal representatives, but registration of a transfer of ownership

may be made as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds, to the extent of the sum or sums so paid, and neither this School District nor the Paying Agent shall be affected by any notice to the contrary.

**SECTION 10.** This School District shall cause to be kept, and the Paying Agent shall keep, books for the registration, exchange and transfer of Bonds in the manner provided herein and therein so long as Bonds shall remain outstanding. Such registrations, exchanges and transfers shall be made without charge to bondholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

**SECTION 11.** The Bonds shall bear interest, and a Purchase Price resulting in yield(s) to maturity, and principal shall mature or be payable upon mandatory sinking fund redemptions, in the maximum annual amounts, and in the fiscal years set forth in **Exhibit A** attached hereto and made a part hereof.

**SECTION 12.** The Bonds may be subject to optional redemption by this School District prior to maturity, on such date or dates and under such terms as may be determined in the manner described in Section 4 hereof. The Bonds may be subject to mandatory redemption prior to maturity, determined in the manner described in Section 4 hereof, not in excess of any of the annual principal payment amounts set forth in **Exhibit A** hereof.

**SECTION 13.** This School District appoints the Paying Agent as the paying agent with respect to the Bonds and directs that the principal of, premium, if any, and interest on the Bonds shall be payable at a designated corporate trust office of the Paying Agent, in lawful money of the United States of America.

**SECTION 14.** The form of the Bonds, including the form of Assignment and the form of the Paying Agent's Certificate, shall be substantially as set forth in **Exhibit B**, which is attached hereto and made part hereof, with appropriate insertions, omissions and variations.

**SECTION 15.** The Bonds shall be executed in the name of and on behalf of this School District by the manual or facsimile signature of the President or Vice President of the School Board, and the official seal or a facsimile of the official seal of this School District shall be affixed thereto and the manual or facsimile signature of the Secretary or Assistant Secretary of the School Board shall be affixed thereto in attestation thereof; and said officers are authorized to execute and to attest the Bonds.

**SECTION 16.** No bond constituting one of the Bonds shall be entitled to any benefit under this Resolution nor shall it be valid, obligatory or enforceable for any purpose until such bond shall have been registered and authenticated by the Certificate of Authentication endorsed thereon duly signed by the Paying Agent; and the Paying Agent is authorized to register and authenticate the Bonds in accordance with the provisions hereof.

**SECTION 17.** This School District covenants to and with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, pursuant to this Resolution, that this School District shall: (i) include the amount of the debt service on the

Bonds, for each fiscal year of this School District in which the sums are payable, in its budget for that year, (ii) appropriate those amounts from its general revenues for the payment of the debt service, and (iii) duly and punctually pay or cause to be paid from the Sinking Fund (hereinafter identified) or any other of its revenues or funds the principal of and interest on each of the Bonds at the dates and places and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, this School District shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in the Debt Act, the foregoing covenant of this School District shall be specifically enforceable.

**SECTION 18.** There is created, pursuant to the requirements of the Debt Act, a sinking fund for the Bonds (the "Sinking Fund") including, if applicable, multiple series, or a mandatory sinking fund. The Sinking Fund shall be administered in accordance with applicable provisions of the Debt Act.

**SECTION 19.** This School District appoints the Paying Agent as the sinking fund depository with respect to the Sinking Fund.

**SECTION 20.** This School District covenants to make payments out of the Sinking Fund, or out of any other of its revenues or funds, at such times and in such annual amounts, as shall be sufficient for prompt and full payment of all obligations of the Bonds when due.

**SECTION 21.** The School Board hereby authorizes the preparation of a Preliminary Official Statement for use in the marketing of the Bonds and authorizes the Superintendent of the School District to approve the form of such Preliminary Official Statement and a final Official Statement with respect to the Bonds of the School District, with such insertions and amendments as shall be necessary or appropriate to reflect the final terms and provisions of the Bonds, the accepted Proposal and this Resolution. The President of the School Board shall affix his or her signature to the Official Statement, as such officer, and such execution of the Official Statement shall constitute conclusive evidence of the approval of the Official Statement by the School Board.

**SECTION 22.** Following the acceptance of the final terms and conditions of the Bonds and Addendum as described in Section 4, the President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed, as required, necessary and/or appropriate: (a) to prepare, to certify and to file with the Department the debt statement required by the Debt Act; (b) to prepare and to file with the Department any statements required by the Debt Act that are necessary to qualify all or any portion of the debt of this School District that is subject to exclusion as self-liquidating or subsidized debt for exclusion from the appropriate debt limit of this School District as self-liquidating or subsidized debt; (c) to prepare and to file the application with the Department, together with a complete and accurate transcript of the proceedings for the required approval relating to the debt, of which debt the Bonds, upon issue, will be evidence, as required by the Debt Act; (d) to pay or to cause to be paid to the Department all proper filing fees required in connection with the foregoing; and (e) to take other required, necessary and/or appropriate action.

The School Board also authorizes and directs that an appropriate borrowing base certificate be prepared for filing with the Department as required by the Debt Act following the acceptance of the final terms of the Bonds as described above. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are hereby authorized to prepare and to execute, or to authorize the auditors of this School District to prepare and to execute, such borrowing base certificate.

**SECTION 23.** If applicable, as determined from the Proposal, the School Board authorizes and directs the purchase of municipal bond insurance with respect to the Bonds. The officers and agents of this School District are authorized and directed to take all required, necessary and/or appropriate action with respect to such insurance, as contemplated in the Proposal, including the payment of the premium for such insurance.

**SECTION 24.** The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed to contract with the Paying Agent for its services as paying agent for the Bonds and as sinking fund depository in connection with the Sinking Fund established for the Bonds.

**SECTION 25.** It is declared that the debt to be incurred hereby, together with any other indebtedness of this School District, is not in excess of any limitation imposed by the Debt Act upon the incurring of debt by this School District.

**SECTION 26.** The officers and agents of this School District are authorized to deliver the Bonds and to authorize payment of all costs and expenses associated with issuance of the Bonds as provided for in the Proposal, but only after the Department has certified its approval pursuant to the provisions of the Debt Act or at such time when the filing authorized to be submitted to the Department pursuant to the Debt Act shall be deemed to have been approved pursuant to applicable provisions of the Debt Act.

**SECTION 27.** This School District covenants to and with the Purchaser (or any portion thereof intended to be exempt from federal taxation) that it will make no use of the proceeds of such Bonds, or of any other obligations deemed to be part of the same "issue" as any portion of such Bonds under applicable federal tax regulations, that will cause such Bonds to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) and Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations implementing said Sections that duly have been published in the Federal Register or any other regulations implementing said Sections, and this School District further covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on such Bonds.

This School District further covenants to and with the Purchaser that it will make no use of the proceeds of the Bonds, of the proceeds of any other obligations deemed to be part of the same "issue" as the Bonds under applicable federal tax regulations, or of any property or facilities financed with the proceeds of the Bonds or of any such other obligations deemed to be part of the same "issue" as the Bonds, that will cause the Bonds to be or become "private activity bonds" within the meaning of Section 141 of the Code and the regulations implementing said Sections that duly have been published in the Federal Register, and this School District further

covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on the Bonds.

The President or Vice President of the School Board is authorized to represent in a certificate delivered when the Bonds are issued, if appropriate, that this School District does not then reasonably expect to issue tax-exempt obligations that, together with all tax-exempt obligations reasonably expected to be issued by all entities that issue bonds on behalf of this School District and all "subordinate entities" (within the meaning of Section 265(b)(3)(E) of the Code) of this School District, in the aggregate, will exceed Ten Million Dollars (\$10,000,000) (excluding obligations issued to refund (other than to advance refund) any obligation to the extent that the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation) in the calendar year of issuance and, accordingly, thereby designate the Bonds (to the extent they are not "deemed designated" under Section 265(b)(3)(D)(ii) of the Code), on behalf of this School District, as "qualified tax-exempt obligations," as defined in Section 265(b)(3)(B) of the Code, for the purposes and effect contemplated by Section 265 of the Code.

**SECTION 28.** This School District does hereby authorize the optional redemption of the Refunded Bonds to be refunded, on the earliest date authorized by the 2008 Bonds (the "Redemption Date"), in accordance with the rights and privileges reserved to this School District in the Refunded Bonds, and as described in the Addendum.

Proper officers of the School Board are hereby authorized and directed to give irrevocable instructions to the paying agent and bond registrar for the Refunded Bonds to redeem the Refunded Bonds in accordance with this election of the School Board, following the acceptance of the final terms and conditions of the Bonds and Addendum as described in section 4 hereof.

If applicable, this School District, simultaneously with delivery of the Bonds to the Purchaser, shall enter into a bond retirement agreement or an escrow agreement (the "Bond Retirement Agreement") with the paying agent of the Refunded Bonds (the "Escrow Agent"), acting as escrow agent for the Refunded Bonds. The Bond Retirement Agreement shall provide for a deposit of Bond proceeds into one or more escrow accounts with the Escrow Agent sufficient to pay the debt service due on such Refunded Bonds through the applicable Redemption Date. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed to execute, to attest, and to seal, as appropriate, and to deliver such Bond Retirement Agreement simultaneously with such delivery of the Bonds. The School District approves the Bond Retirement Agreement in form satisfactory to the Solicitor and Bond Counsel for this School District and as shall be approved by the officers of the School Board executing the same. Such approval of such officers shall be conclusively presumed to have been given by their execution of the Bond Retirement Agreement.

If applicable, the President, Vice President or Treasurer of the School Board, or the Superintendent or Business Manager, respectively, of this School District is each hereby authorized and directed to execute and deliver agreements, orders or subscriptions for purchase of United States Treasury Certificates of Indebtedness, Notes or Bonds, State and Local

Government Series ("SLGS"), other securities of the United States of America, collateralized certificates of deposit or other investments satisfying the requirements of 53 Pa.C.S. §8250, as described in the Refunding Report, from proceeds of the Bonds and, if applicable, other funds to be deposited under the Bond Retirement Agreement, and to do, to take and to authorize such other acts as shall be necessary or appropriate to provide for retirement of the payment of principal and interest on the Refunded Bonds, as described in the Refunding Report and this Resolution.

The officers and agents of this School District are hereby authorized and directed to take all such actions as may be necessary and appropriate to accomplish the redemption and retirement of the Refunded Bonds.

**SECTION 29.** The Secretary of the School Board of this School District is hereby authorized and directed to execute and to submit to the Pennsylvania Department of Education, promptly following settlement for the Bonds, the appropriate application and other documents and information necessary to obtain state reimbursement with respect to the debt service on the Bonds (including the filing of the appropriate PLANCON Parts, as applicable).

**SECTION 30.** This School District shall enter into, and hereby authorizes and directs the President or Vice President of the School Board to execute, a Continuing Disclosure Certificate (the "Certificate") on behalf of this School District on or before the date of issuance and delivery of the Bonds. Such Certificate shall be executed and delivered to satisfy the terms and conditions of the accepted Proposal for sale of the Bonds and Securities and Exchange Commission Rule 15c2-12, and shall be substantially in the form presented to this meeting, which is hereby approved, together with any changes therein made and approved by the executing officer of the School Board, whose execution and delivery thereof shall constitute conclusive evidence of such approval. A copy of the Certificate shall be filed with the Secretary of the School Board and shall be and hereby is made part of this Resolution.

This School District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Certificate. Notwithstanding any other provision of this Resolution, failure of this School District to comply with the Certificate shall not be considered an event of default with respect to the Bonds; however, any registered owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause this School District to comply with its obligations under this Section and such Certificate.

**SECTION 31.** The Bonds shall be made available for purchase under a book-entry only system available through The Depository Trust Company, a New York corporation ("DTC"). If applicable, at or prior to settlement for the Bonds, this School District and the Paying Agent shall execute or signify their approval of a Representation Letter in substantially the form on file with DTC (the "Representation Letter"). The appropriate officers of this School District and the Paying Agent shall take such action as may be necessary from time to time to comply with the terms and provisions of the Representation Letter, and any successor paying agent for the Bonds, in its written acceptance of its duties under this Resolution, shall agree to take any actions necessary from time to time to comply with the requirements of the Representation Letter.

**SECTION 32.** Notwithstanding the foregoing provisions of this Resolution, the Bonds shall initially be issued in the form of one fully-registered bond for the aggregate principal amount of the Bonds of each maturity, and the following provisions shall apply with respect to the registration, transfer and payment of the Bonds:

(a) Except as provided in subparagraph (g) below, all of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds of the same series, interest rate and maturity registered in the name of such nominee or nominees of DTC.

(b) No person other than DTC or its nominee shall be entitled to receive from this School District or the Paying Agent either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof, unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the registration books (the "Register") maintained by the Paying Agent in connection with discontinuing the book-entry system as provided in subparagraph (g) below or otherwise.

(c) So long as any Bonds are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds shall be made to DTC or its nominee in accordance with the Representation Letter on the dates provided for such payments under this Resolution. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of this School District or the Paying Agent with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Paying Agent shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that DTC shall deliver to the Paying Agent, upon request, a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(d) This School District and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to holders of Bonds under this Resolution, registering the transfer of Bonds, obtaining any consent or other action to be taken by holders of Bonds and for all other purposes whatsoever; and neither this School District nor the Paying Agent shall be affected by any notice to the contrary. Neither this School District nor the Paying Agent shall have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the Register as being a registered owner of Bonds, with respect to (1) the Bonds, (2) the accuracy of any records maintained by DTC or any such participant, (3) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the Bonds, (4) any notice which is permitted or required to be given to holders of the Bonds under this Resolution, (5) the selection by DTC or

any such participant of any person to receive payment in the event of a partial redemption of the Bonds, and (6) any consent given or other action taken by DTC as holder of the Bonds.

(e) So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the holders of such Bonds under this Resolution shall be given to DTC as provided in the Representation Letter.

(f) In connection with any notice or other communication to be provided to holders of Bonds pursuant to this Resolution by this School District or the Paying Agent with respect to any consent or other action to be taken by holders of Bonds, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that this School District or the Paying Agent may establish a special record date for such consent or other action. This School District or the Paying Agent shall give DTC notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(g) The book-entry only system for registration of the ownership of the Bonds may be discontinued at any time if either (1) after notice to this School District and the Paying Agent, DTC determines to resign as securities depository for the Bonds, or (2) after notice to DTC and the Paying Agent, this School District determines that continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of this School District. In either of such events (unless in the case described in clause (2) above, this School District appoints a successor securities depository), the Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of this School District or the Paying Agent for the accuracy of such designation. Whenever DTC requests this School District and the Paying Agent to do so, this School District and the Paying Agent shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

**SECTION 33.** The President or Vice President and the Secretary or Assistant Secretary, respectively, of the Board of the School District are authorized and directed to perform such acts as may be necessary to facilitate the settlement for the Bonds and redemption of the Refunded Bonds.

**SECTION 34.** Any reference in this Resolution to an officer or member of the School Board shall be deemed to refer to his or her duly qualified successor in office, or other authorized representative, if applicable.

**SECTION 35.** In the event any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of this School District that such remainder shall be and shall remain in full force and effect.

**SECTION 36.** All resolutions or parts of resolutions, insofar as the same shall be inconsistent herewith, shall be and the same expressly are repealed.

**SECTION 37.** This Resolution shall be effective in accordance with the Debt Act.

**DULY ADOPTED**, by the School Board, in lawful session duly assembled, this 21<sup>st</sup> day of November, 2016.

EAST STROUDSBURG AREA SCHOOL  
DISTRICT, Monroe and Pike Counties,  
Pennsylvania

By: \_\_\_\_\_  
(Vice) President of the Board of  
School Directors

ATTEST:

\_\_\_\_\_  
(Assistant) Secretary of the Board of  
School Directors

(SEAL)

**EXHIBIT A**

**EAST STROUDSBURG AREA SCHOOL DISTRICT**

**Monroe and Pike Counties, Pennsylvania**

\$23,000,000 Maximum Aggregate Principal Amount

General Obligation Bonds

Maximum Annual Principal Payment Schedule\*

[SEE ATTACHED PAGE]

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\*Includes principal maturities and mandatory sinking fund redemptions.

<b>EAST STROUDSBURG AREA SCHOOL DISTRICT</b> <b>SERIES AAA OF 2017</b> <b>MAXIMUM PARAMETERS</b>
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1	2	3	4	5	6
<u>Date</u>	<u>Max Principal</u>	<u>Max Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>
3/1/2018	250,000	6.000	345,000.00	595,000.00	595,000.00
9/1/2018	270,000	6.000	682,500.00	952,500.00	
3/1/2019			674,400.00	674,400.00	1,626,900.00
9/1/2019	270,000	6.000	674,400.00	944,400.00	
3/1/2020			666,300.00	666,300.00	1,610,700.00
9/1/2020	275,000	6.000	666,300.00	941,300.00	
3/1/2021			658,050.00	658,050.00	1,599,350.00
9/1/2021	280,000	6.000	658,050.00	938,050.00	
3/1/2022			649,650.00	649,650.00	1,587,700.00
9/1/2022	310,000	6.000	649,650.00	959,650.00	
3/1/2023			640,350.00	640,350.00	1,600,000.00
9/1/2023	385,000	6.000	640,350.00	1,025,350.00	
3/1/2024			628,800.00	628,800.00	1,654,150.00
9/1/2024	460,000	6.000	628,800.00	1,088,800.00	
3/1/2025			615,000.00	615,000.00	1,703,800.00
9/1/2025	505,000	6.000	615,000.00	1,120,000.00	
3/1/2026			599,850.00	599,850.00	1,719,850.00
9/1/2026	4,420,000	6.000	599,850.00	5,019,850.00	
3/1/2027			467,250.00	467,250.00	5,487,100.00
9/1/2027	7,665,000	6.000	467,250.00	8,132,250.00	
3/1/2028			237,300.00	237,300.00	8,369,550.00
9/1/2028	7,910,000	6.000	237,300.00	8,147,300.00	
3/1/2029					8,147,300.00
9/1/2029					
3/1/2030					
<b>TOTALS</b>	<b>23,000,000</b>		<b>12,701,400.00</b>	<b>35,701,400.00</b>	<b>35,701,400.00</b>

**(FORM OF BOND)**

Number

\$

%

CUSIP

PRINCIPAL SUM: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Page 1 of 9

sum, at the rate per annum stated hereon, until said principal sum has been paid or provision for payment thereof duly has been made. Interest on this Bond shall be payable from the interest payment date next preceding the date of registration and authentication of this Bond, unless: (a) this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date; or (b) this Bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event this Bond shall bear interest from such interest payment date; or (c) this Bond is registered and authenticated on or prior to the Record Date next preceding March 1, 2018, in which event this Bond shall bear interest from the Dated Date of the Bonds; or (d) as shown by the records of the Paying Agent (hereinafter defined), interest on this Bond shall be in default, in which event this Bond shall bear interest from the date to which interest was last paid on this Bond. The interest on this Bond is payable by check drawn on \_\_\_\_\_ (the "Paying Agent"), or its successor. The principal of and premium, if any, on this Bond, when due, are payable upon surrender hereof at the designated corporate trust office of the Paying Agent. Payment of the interest hereon shall be made to the registered owner hereof whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such interest payment date, unless the Issuer shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owner of this Bond not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name this Bond is registered at the close of business on the fifth (5th) day preceding the date of mailing. Principal, premium, if any, and interest with respect to this Bond are payable in lawful money of the United States of America.

This Bond is one of a series of bonds of the Issuer, known generally as "General Obligation Bonds, Series of 2017" (the "Bonds"), all of like date and tenor, except as to numbers, denominations, dates of maturity, rates of interest, and provisions for redemption, in the aggregate principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The Bonds have been authorized for issuance in accordance with provisions of the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Debt Act"), of the Commonwealth, and by virtue of a duly adopted resolution (the "Resolution") of the Issuer. The Debt Act, as such shall have been in effect when the Bonds were authorized, and the Resolution shall constitute a contract between the Issuer and registered owners, from time to time, of the Bonds.

The Issuer has covenanted, in the Resolution, to and with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, pursuant to the Resolution, that the Issuer shall: (i) include the amount of the debt service for the Bonds, for each fiscal year of the Issuer in which such sums are payable, in its budget for that year, (ii) appropriate such amounts from its general revenues for the payment of such debt service, and (iii) duly and punctually pay or cause to be paid, from the sinking fund established under the

Resolution or any other of its revenues or funds, the principal of and interest on each of the Bonds at the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the Issuer has pledged and does pledge, irrevocably, its full faith, credit and taxing power.

This Bond shall not be entitled to any benefit under the Resolution, nor shall it be valid, obligatory or enforceable for any purpose, until this Bond shall have been authenticated by the Paying Agent.

The Bonds are issuable only in the form of registered bonds, without coupons, in the denominations of \$5,000 principal amount or any integral multiple thereof. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate upon surrender of such Bonds to the Paying Agent, with written instructions satisfactory to the Paying Agent.

The Issuer and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the Issuer and the Paying Agent shall not be affected by any notice to the contrary.

This Bond may be transferred by the registered owner hereof upon surrender of this Bond to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of this Bond or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of this Bond in the registration books and shall authenticate and deliver at the earliest practicable time in the name of the transferee or transferees a new fully registered bond or bonds of authorized denominations of the same series, maturity and interest rate for the aggregate principal amount which the registered owner is entitled to receive.

The Issuer and the Paying Agent shall not be required to issue or to register the transfer of or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day of mailing of the applicable notice of redemption, as hereinafter provided, or to register the transfer of or exchange any portion of any bond selected for redemption until after the redemption date.

The Bonds stated to mature on or after September 1, \_\_\_\_, are subject to redemption prior to maturity, at the option of the Issuer, as a whole, on \_\_\_\_, \_\_\_\_, or on any date thereafter, upon payment of the principal amount thereof, together with accrued interest to the date fixed for redemption.

The Bonds stated to mature on or after September 1, \_\_\_\_, are subject to redemption prior to maturity, at the option of the Issuer, from time to time, in part, in any order of maturity selected by the Issuer, on \_\_\_\_, \_\_\_\_, or on any date thereafter. If less than all Bonds of any particular maturity are to be redeemed, the Bonds of such maturity to be

redeemed shall be drawn by lot by the Paying Agent. Any such redemption shall be upon payment of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption.

The Bonds stated to mature on September 1, \_\_\_\_, and on September 1, \_\_\_\_, are subject to mandatory redemption prior to maturity, in the amounts and on September 1 of the years set forth in the following schedules as drawn by lot by the Paying Agent in behalf of the Issuer:

Bonds Maturing on September 1, \_\_:

<u>Year</u>	<u>Amount</u>
	\$ ____; and

Bonds Maturing on September 1, \_\_:

<u>Year</u>	<u>Amount</u>
	\$ ____.

Any such redemption shall be upon application of money available for the purpose in the Mandatory Sinking Fund established under the Resolution and shall be upon payment of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption. In lieu of such mandatory redemption, the Paying Agent, as sinking fund depository, in behalf of the Issuer, may purchase, from money available for the purpose in the Sinking Fund established under the Resolution, at a price not to exceed the principal amount plus accrued interest, or the Issuer may tender to the Paying Agent, all or part of the Bonds subject to being drawn for redemption in any such year.

In the case of any partial redemption of Bonds of any maturity that is subject to mandatory sinking fund redemption, the Issuer shall be entitled to designate whether the amount to be redeemed shall be credited against the principal amount of such Bonds due at maturity or credited against the principal amount of such Bonds scheduled to be called for mandatory sinking fund redemption on any particular date or dates, in each case in an integral multiple of \$5,000 principal amount.

If this Bond is of a denomination larger than \$5,000, a portion of this Bond may be redeemed. For the purposes of redemption, this Bond shall be treated as representing the number of Bonds that is equal to the principal amount hereof divided by \$5,000, each \$5,000 portion of this Bond being subject to redemption. In the case of partial redemption of this Bond, payment of the redemption price shall be made only upon surrender of this Bond in exchange for Bonds of authorized denominations of the same maturity and interest rate and in aggregate principal amount equal to the unredeemed portion of the principal amount hereof; Provided, however, that should this Bond be registered in the name of The Depository Trust Company ("DTC") or Cede & Co., as nominee for DTC, or any other nominee of DTC, or any other

successor securities depository or its nominee, this Bond need not be surrendered for payment and exchange in the event of a partial redemption hereof and the records of the Paying Agent shall be conclusive as to the amount of this Bond which shall have been redeemed.

Notice of redemption shall be deposited in first class mail not less than 30 days prior to the date fixed for redemption and shall be addressed to the registered owners of the Bonds to be redeemed at their addresses shown on the registration books kept by the Paying Agent as of the day such Bonds are selected for redemption. Failure to mail any notice of redemption or any defect therein or in the mailing thereof shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption as to which proper notice has been given.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal, premium, if any, and accrued interest being held by the Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Resolution, and registered owners of such Bonds or portions thereof so called for redemption shall have no rights with respect thereto, except to receive payment of the principal to be redeemed and accrued interest thereon to the date fixed for redemption, together with the redemption premium, if any.

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

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

*This Bond has been designated or "deemed designated" by the Issuer as a "qualified tax-exempt obligation", as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), for purposes and effect contemplated by Section 265 of the Code (relating to expenses and interest relating to tax-exempt income of certain financial institutions).*

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of the President of the Board of School Directors, and its official seal or facsimile thereof to be affixed hereto and the manual or facsimile signature of the Secretary of the Board of School Directors to be affixed hereto in attestation thereof, all as of the Dated Date of the Bonds.

EAST STROUDSBURG AREA SCHOOL  
DISTRICT, Monroe and Pike Counties,  
Pennsylvania

By: \_\_\_\_\_  
President of the Board of School Directors

ATTEST:

\_\_\_\_\_  
Secretary of the Board of School Directors

(SEAL)

\_\_\_\_\_

(FORM OF PAYING AGENT'S CERTIFICATE)

CERTIFICATE OF AUTHENTICATION; CERTIFICATE AS TO OPINION; AND  
CERTIFICATE AS TO INSURANCE

It is certified that:

(i) This Bond is one of the Bonds described in the within-mentioned Resolution;

(ii) An original Opinion issued by Rhoads & Sinon LLP, dated and delivered on the date of the original delivery of, and payment for, such Bonds that is on file at such designated corporate trust office where the same may be inspected; and

(iii) \_\_\_\_\_ has issued its municipal bond insurance policy, as stated in the Statement of Insurance printed upon this Bond, a copy of which policy is on file at such designated corporate trust office where the same may be inspected.

\_\_\_\_\_,  
as Paying Agent

By: \_\_\_\_\_  
Authorized Representative

Date of Registration and Authentication:

\_\_\_\_\_

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, \_\_\_\_\_, the undersigned, hereby sells, assigns and transfers unto

\_\_\_\_\_ (the "Transferee")  
Name

\_\_\_\_\_  
Address

Social Security or Federal Employer Identification No. \_\_\_\_\_

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, as attorney, to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

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

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an institution that is a participant in a signature guarantee program recognized by the Securities Transfer Association.

\_\_\_\_\_  
NOTICE: No transfer will be made in the name of the Transferee unless the signature(s) to this assignment correspond(s) with the name(s) appearing upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries of the trust, the Federal Employer Identification Number and date of the trust and the name of the trustee must be supplied.

(FORM OF STATEMENT OF INSURANCE)

STATEMENT OF INSURANCE

[To Be Inserted by Insurer]

## CERTIFICATE

I, the undersigned, (Assistant) Secretary of the Board of School Directors of EAST STROUDSBURG AREA SCHOOL DISTRICT, in Monroe and Pike Counties, Pennsylvania (the "School District"), certify that: the foregoing is a true and correct copy of a Resolution that duly was adopted by affirmative vote of a majority of all members of the Board of School Directors of the School District at a meeting duly held on November 21, 2016; said Resolution duly has been recorded in the minute book of the Board of School Directors of the School District; a notice with respect to the intent to adopt said Resolution has been published as required by law; said Resolution was available for inspection by any interested citizen requesting the same in accordance with the requirements of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania and such notice; and said Resolution has not been amended, altered, modified or repealed as of the date of this Certificate.

I further certify that the Board of School Directors of the School District met the advance notice and public comment requirements of the Sunshine Act, 65 Pa.C.S. §701 *et seq.*, by advertising the time and place of said meeting, by posting prominently a notice of said meeting at the principal office of the School District or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment prior to adoption of said Resolution, all as required by such Act.

I further certify that: the total number of members of the Board of School Directors of the School District is nine (9); the vote of members of the Board of School Directors of the School District upon said Resolution was called and duly was recorded upon the minutes of said meeting; and members of the Board of School Directors of the School District voted upon said Resolution in the following manner:

Gary Summers	-
Robert Cooke	-
Ronald D. Bradley	-
Robert Gress	-
Robert Huffman	-
Debbie Kulick	-
Wayne Rohner	-
Judy Summers	-
Lisa VanWhy	-

IN WITNESS WHEREOF, I set my hand and affix the official seal of the School District, this 21<sup>st</sup> day of November, 2016.

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(Assistant) Secretary of the Board of  
School Directors

(SEAL)

## APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization EAST STROUDSBURG LITTLE LEAGUE SOFTBALL Today's Date 11/15/16Non-Profit?  
☒ yes ☐ no

Will an admission fee be charged?

☐ yes ☒ no

If yes, amount \$

Are you requesting a waiver of facilities fees? ☒ yes ☐ no

If yes, attach a letter of justification addressed to the Board of Education.

This does not include a waiver of fees for scheduled district personnel.

Specific purpose of use: Training/Clinics for E.S.L.L. Softball programName of School Requested SOUTH HS

DAY(S)	DATE(S)	from	HOURS	to	DESCRIPTION
					(meeting, practice, game, rehearsal, performance,...)
	Dec. 10	2016	8:00 AM	12:00 PM	* School/District events take precedence
	Dec. 17	2016	8:00 AM	12:00 PM	

Facility Required:

<input type="checkbox"/> All-Purpose Room	<input type="checkbox"/> Auditorium	<input type="checkbox"/> Cafeteria	<input type="checkbox"/> Gymnasium
<input type="checkbox"/> Swimming Pool (requires proof of certified lifeguard)	<input type="checkbox"/> Stadium	<input type="checkbox"/> Kitchen/Preparation	<input type="checkbox"/> Kitchen/Serving
<input type="checkbox"/> Stage	<input type="checkbox"/> Classrooms #	<input type="checkbox"/> Fields (specify)	<input type="checkbox"/> Other (specify) <u>Aux Gym / SMALL GYM</u>

Equipment Required: (\*must be operated/attended by school personnel)

<input type="checkbox"/> Kitchen Equipment*	<input type="checkbox"/> Sound System	<input type="checkbox"/> Record Player/Stereo Equip.	<input type="checkbox"/> Piano
<input type="checkbox"/> Stage Lighting*	<input type="checkbox"/> Motion Picture Projector	<input type="checkbox"/> Overhead Projector/Screen	<input type="checkbox"/> Folding Stands
<input type="checkbox"/> Scoreboard*	<input type="checkbox"/> Athletic Equipment	<input type="checkbox"/> Other (specify)	<input type="checkbox"/> Tables and/or Chairs

The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services. Your organization must provide a Certificate of Insurance listing the ESASD as co-insured as follows:

\$ \_\_\_\_\_ Bodily Injury Liability (\$500,000 minimum) \*On File  
 \$ \_\_\_\_\_ Property Damage Liability (each occurrence) (\$500,000 minimum)

List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used, and who will accept full responsibility for adherence to School District regulations by all persons in attendance.

Name Jaime Frailey Address \_\_\_\_\_ Phone 570.856.2902  
 Name Steve Zall Address \_\_\_\_\_ Phone 570.807.7002

I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants or employees and further will hold harmless and indemnify the said School Directors, School District, and School Authority from any expenses and judgments or decrees recovered against them as a result of said use of these facilities.

Signature [Signature] Phone (day) 570.807.7002  
 Responsible Organization Official (eve.) \_\_\_\_\_  
 Billing Address \_\_\_\_\_

APPROVALS: Principal \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Business Administrator \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
 copy to: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
☐ stage manager ☐ athletic director ☐ cafeteria manager ☐ head custodian ☐ librarian ☐ a/v coordinator ☐ other

For office use only: **FACILITIES USE INVOICE**

Facilities/Equipment used:	Charges: \$
_____	\$
_____	\$
_____	\$
Personnel Employed:	Charges: \$
(attach time sheets)	\$
_____	\$
Other (specify): <u>234</u>	Charges: \$
_____	\$

## APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization Pocono Medical Center Nurse - Family Partnership today's Date 10 / 28 / 16Non-Profit?  
☒ yes ☐ no

Will an admission fee be charged?

☐ yes ☒ no

If yes, amount \$

Are you requesting a waiver of facilities fees? ☒ yes ☐ no

If yes, attach a letter of justification addressed to the Board of Education.

This does not include a waiver of fees for scheduled district personnel.

Specific purpose of use: Winter Parent Education EventName of School Requested East Stroudsburg High School - South

DAY(S) from — DATE(S) — to	from — HOURS — to	DESCRIPTION (meeting, practice, game, rehearsal, performance,...)
<u>Monday</u> <u>12-5-2016</u>	<u>4 PM - 8:00 PM</u>	<u>Meeting - parent education event.</u>
<u>12-12-2016 (Snow date)</u>		

## Facility Required:

☐ All-Purpose Room☐ Swimming Pool (requires

proof of certified lifeguard)

☐ Auditorium☐ Stadium☐ Stage☐ Classrooms #☒ Cafeteria☒ Kitchen/Preparation☐ Fields (specify)☐ Other (specify)☐ Gymnasium☒ Kitchen/Serving

## Equipment Required: (\*must be operated/attended by school personnel)

☐ Kitchen Equipment\*☐ Stage Lighting\*☐ Scoreboard\*☒ Sound System☐ Motion Picture Projector☐ Athletic Equipment☒ Record Player/Stereo Equip.☐ Overhead Projector/Screen☐ Other (specify)Mic☐ Piano☐ Folding Stands☒ Tables and/or Chairs

The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services. Your organization must provide a Certificate of Insurance listing the ESASD as co-insured as follows:

\$ \_\_\_\_\_ Bodily Injury Liability  
(\$500,000 minimum)

\$ \_\_\_\_\_ Property Damage Liability (each occurrence)  
(\$500,000 minimum)

List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used, and who will accept full responsibility for adherence to School District regulations by all persons in attendance.

Name Ginny SosnowskiAddress 206 E. Brown St. E. Strbg Phone 570-426-1688

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants or employees and further will hold harmless and indemnify the said School District, School District, and School Authority from any expenses and judgments or decrees recovered against them as a result of said use of these facilities.

Signature Virginia Sosnowski, RN BSN (Ginny) ManagerPhone (day) 570-426-1688  
(eve.) 570-350-2906

Signature — Responsible Organization Official

Billing Address Pocono Medical Center, 206 E. Brown St., East Strbg, PA 18301

## APPROVALS: Principal

Date 11/2/16

copy to: Business Administrator

Date 11/2/16☐ stage manager ☐ athletic director ☒ cafeteria manager ☒ head custodian ☐ librarian ☒ a/v coordinator ☐ otherDate 11/2/16

## For office use only:

## FACILITIES USE INVOICE

Facilities/Equipment used:

Charges: \$

\$

\$

Personnel Employed:

Charges: \$

\$

\$

(attach time sheets)

Other (specify):

Charges: \$

\$

Mos Wanted  
Cafe until 4:00235CP

JAN - MARCH 5-30 4-2

EAST STROUDSBURG AREA SCHOOL DISTRICT

(valid for one year from date of application)

## APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization FC Pocono Soccer Club Today's Date 9/15/16

Non-Profit? ☒ yes ☐ no Will an admission fee be charged? ☐ yes ☒ no Are you requesting a waiver of facilities fees? ☒ yes ☐ no **NO FILE**  
If yes, attach a letter of justification addressed to the Board of Education.  
If yes, amount \$ \_\_\_\_\_ This does not include a waiver of fees for scheduled district personnel.

Specific purpose of use: \_\_\_\_\_

Name of School Requested JT Lambert

DAY(S) from — DATE(S) — to	from — HOURS — to	DESCRIPTION (meeting, practice, game, rehearsal, performance,...)
12/1, 12/8, 12/15, 12/22	6:15pm - 8:30pm.	SOCCER TRAINING
		SOCCER TRAINING
		SOCCER TRAINING

Facility Required: ☐ Auditorium ☐ Cafeteria ☒ Gymnasium  
☐ All-Purpose Room ☐ Stadium ☐ Kitchen/Preparation ☐ Kitchen/Serving  
☐ Swimming Pool (requires proof of certified lifeguard) ☐ Stage ☐ Fields (specify) \_\_\_\_\_  
☐ Classrooms # \_\_\_\_\_ ☐ Other (specify) \_\_\_\_\_

Equipment Required: (\*must be operated/attended by school personnel)  
☐ Kitchen Equipment\* ☐ Sound System ☐ Record Player/Stereo Equip. ☐ Piano  
☐ Stage Lighting\* ☐ Motion Picture Projector ☐ Overhead Projector/Screen ☐ Folding Stands  
☐ Scoreboard\* ☐ Athletic Equipment ☐ Other (specify) \_\_\_\_\_ ☐ Tables and/or Chairs

The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services. Your organization must provide a Certificate of Insurance listing the ESASD as co-insured as follows:

\$ \_\_\_\_\_ Bodily Injury Liability (\$500,000 minimum) \$ \_\_\_\_\_ Property Damage Liability (each occurrence) (\$500,000 minimum)

List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used, and who will accept full responsibility for adherence to School District regulations by all persons in attendance.

Name ANDREA CATO Address 3208 Mt. Laurel Dr. 18301 Phone 917-494-7883  
Name Ed Spannagel Address espannagel@fcpcr.com Phone 570-369-6438

I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants or employees and further will hold harmless and indemnify the said School Directors, School District, and School Authority from any expenses and judgments or decrees recovered against them as a result of said use of these facilities.

Signature — Responsible Organization Official [Signature] Phone (day) 570-369-6428  
(eve.) \_\_\_\_\_

Billing Address PO Box 617, East Stroudsburg PA 18301

APPROVALS: Principal Heather A. Piperato Date 11/3/16  
Business Administrator \_\_\_\_\_ Date \_\_\_\_\_  
copy to: \_\_\_\_\_ Date \_\_\_\_\_  
☐ stage manager ☐ athletic director ☐ cafeteria manager ☐ head custodian ☐ librarian ☐ a/v coordinator ☐ other Date \_\_\_\_\_

For office use only: **FACILITIES USE INVOICE**

Facilities/Equipment used: _____	Charges: \$ _____
_____	\$ _____
_____	\$ _____
Personnel Employed: _____	Charges: \$ _____
(attach time sheets) _____	\$ _____
_____	\$ _____
Other (specify): <u>236</u>	Charges: \$ _____
_____	\$ _____

## APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization Cub Scouts - Pack 100 Today's Date 10 / 31 / 14

Non-Profit?

☐ yes ☒ no

Will an admission fee be charged?

☐ yes ☒ no

If yes, amount \$

Are you requesting a waiver of facilities fees? ☒ yes ☐ no

If yes, attach a letter of justification addressed to the Board of Education.

This does not include a waiver of fees for scheduled district personnel.

Specific purpose of use: monthly Scout pack meetingName of School Requested Resica

DAY(S) from — DATE(S) — to	HOURS from — HOURS — to	DESCRIPTION (meeting, practice, game, rehearsal, performance,...)
12/12/16	6:30 - 7:30pm	meeting with Scouts & family

## Facility Required:

☐ All-Purpose Room☐ Swimming Pool (requires

proof of certified lifeguard)

☐ Auditorium☐ Stadium☐ Stage☐ Classrooms #☒ Cafeteria☐ Kitchen/Preparation☐ Fields (specify)☐ Other (specify)☐ Gymnasium☐ Kitchen/Serving

## Equipment Required: (\*must be operated/attended by school personnel)

☐ Kitchen Equipment\*☐ Stage Lighting\*☐ Scoreboard\*☐ Sound System☐ Motion Picture Projector☐ Athletic Equipment☐ Record Player/Stereo Equip.☐ Overhead Projector/Screen☐ Other (specify)☐ Piano☐ Folding Stands☒ Tables and/or Chairs

The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services. Your organization must provide a Certificate of Insurance listing the ESASD as co-insured as follows:

\$ \_\_\_\_\_ Bodily Injury Liability  
(\$500,000 minimum)

\$ \_\_\_\_\_ Property Damage Liability (each occurrence)  
(\$500,000 minimum)

List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used, and who will accept full responsibility for adherence to School District regulations by all persons in attendance.

Name Bill Donoyan Address 230 Sellersville Rd, Elburg Phone 570 242 4984  
Name Jennifer Carollo Address 4411 Acer Ct, East Stroudsburg Phone 570 236 6606

I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants or employees and further will hold harmless and indemnify the said School Directors, School District, and School Authority from any expenses and judgments or decrees recovered against them as a result of said use of these facilities.

Signature Bill Donoyan

Signature — Responsible Organization Official

Phone (day) 570-242-4984  
(eve.) \_\_\_\_\_Billing Address 230 Sellersville Rd, E StroudsburgAPPROVALS: Principal [Signature]Date 11 / 4 / 16

copy to: Business Administrator \_\_\_\_\_

Date \_\_\_\_\_

☐ stage manager ☐ athletic director ☐ cafeteria manager ☐ head custodian ☐ librarian ☐ a/v coordinator ☐ other Date \_\_\_\_\_

For office use only:

## FACILITIES USE INVOICE

Facilities/Equipment used: \_\_\_\_\_

Charges: \$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Personnel Employed: \_\_\_\_\_

Charges: \$ \_\_\_\_\_

(attach time sheets) \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Other (specify): \_\_\_\_\_

237

Charges: \$ \_\_\_\_\_

\$ \_\_\_\_\_

## APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization ESYA Today's Date 10 / 12 / 16  
 Non-Profit? ☐ yes ☐ no Will an admission fee be charged? ☐ yes ☐ no Are you requesting a waiver of facilities fees? ☒ yes ☐ no  
 If yes, amount \$ \_\_\_\_\_ If yes, attach a letter of justification addressed to the Board of Education.  
 This does not include a waiver of fees for scheduled district personnel.

Specific purpose of use: Wrestling matches

Name of School Requested H. S. South

DAY(S) from — DATE(S) — to	from — HOURS — to	DESCRIPTION (meeting, practice, game, rehearsal, performance,...)
<u>12-18-16</u>	<u>8am — 4pm</u>	<u>Quad match</u>

Facility Required: ☐ Auditorium ☐ Cafeteria ☒ Gymnasium  
☐ All-Purpose Room ☐ Stadium ☐ Kitchen/Preparation ☐ Kitchen/Serving  
☐ Swimming Pool (requires proof of certified lifeguard) ☐ Stage ☐ Fields (specify) \_\_\_\_\_  
☐ Classrooms # \_\_\_\_\_ ☒ Other (specify) Concession Stand

Equipment Required: (\*must be operated/attended by school personnel)  
☐ Kitchen Equipment\* ☒ Sound System ☒ Record Player/Stereo ☐ Piano  
☐ Stage Lighting\* ☐ Motion Picture Projector ☐ Overhead Projector  
☒ Scoreboard\* ☐ Athletic Equipment ☐ Other (specify) 29 Sunday Class 3

The District has the right to assign additional security and other personnel as needed. for these services. Your organization must provide a Certificate of Insurance listing the following:  
 Bodily Injury Liability \$ on file (\$500,000 minimum) Property Damage \$ on file (\$500,000 minimum)  
 Concession - do we need our staff if so, we eat cost.

List at least one, but preferably two, responsible officials of your organization who will be present, and who will accept full responsibility for adherence to School District regulations.

Name Randy Little Address \_\_\_\_\_ Phone 656-5443  
 Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants or employees and further will hold harmless and indemnify the said School District, School District, and School Authority from any expenses and judgments or decrees recovered against them as a result of said use of these facilities.

Signature — Randy Little Phone (day) 656-5443  
 Responsible Organization Official (eve.) \_\_\_\_\_  
 Billing Address \_\_\_\_\_

APPROVALS: Principal [Signature] Date 11 / 1 / 16  
 Business Administrator [Signature] Date \_\_\_\_\_  
 copy to: ☐ stage manager ☐ athletic director ☐ cafeteria manager ☐ head custodian ☐ librarian ☐ a/v coordinator ☐ other Date \_\_\_\_\_

For office use only: FACILITIES USE INVOICE  
 Facilities/Equipment used: \_\_\_\_\_ Charges: \$ \_\_\_\_\_  
 \_\_\_\_\_ Charges: \$ \_\_\_\_\_  
 \_\_\_\_\_ Charges: \$ \_\_\_\_\_  
 Personnel Employed: \_\_\_\_\_ Charges: \$ \_\_\_\_\_  
 (attach time sheets) 238 \_\_\_\_\_ Charges: \$ \_\_\_\_\_  
 Other (specify): \_\_\_\_\_ Charges: \$ \_\_\_\_\_

## APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization ESU Mens Basketball Today's Date 11 / 1 / 16  
 Non-Profit? Will an admission fee be charged? Are you requesting a waiver of facilities fees? ☒ yes ☐ no  
☐ yes ☐ no ☐ yes ☒ no If yes, attach a letter of justification addressed to the Board of Education.  
 If yes, amount \$ \_\_\_\_\_ This does not include a waiver of fees for scheduled district personnel.

Specific purpose of use: PracticeName of School Requested high school South

DAY(S) from — DATE(S) — to	from — HOURS — to	DESCRIPTION (meeting, practice, game, rehearsal, performance,...)
<u>Dec 13 thru Dec 18, 2016</u>	<u>TBA</u>	<u>practice</u>

Facility Required: ☐ Auditorium ☐ Cafeteria ☒ Gymnasium  
☐ All-Purpose Room ☐ Stadium ☐ Kitchen/Preparation ☐ Kitchen/Serving  
☐ Swimming Pool (requires proof of certified lifeguard) ☐ Stage ☐ Fields (specify) \_\_\_\_\_  
☐ Classrooms # \_\_\_\_\_ ☐ Other (specify) \_\_\_\_\_

Equipment Required: (\*must be operated/attended by school personnel)  
☐ Kitchen Equipment\* ☐ Sound System ☐ Record Player/Stereo Equip. ☐ Piano  
☐ Stage Lighting\* ☐ Motion Picture Projector ☐ Overhead Projector/Screen ☐ Folding Stands  
☐ Scoreboard\* ☐ Athletic Equipment ☐ Other (specify) \_\_\_\_\_ ☐ Tables and/or Chairs

The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services. Your organization must provide a Certificate of Insurance listing the ESASD as co-insured as follows:

\$ attached Bodily Injury Liability \$ \_\_\_\_\_ Property Damage Liability (each occurrence)  
 (\$500,000 minimum) (\$500,000 minimum)

List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used, and who will accept full responsibility for adherence to School District regulations by all persons in attendance.

Name Jeff Wilson Address \_\_\_\_\_ Phone 422-3339  
 Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants or employees and further will hold harmless and indemnify the said School Directors, School District, and School Authority from any expenses and judgments or decrees recovered against them as a result of said use of these facilities.

Signature — Responsible Organization Official \_\_\_\_\_ Phone (day) \_\_\_\_\_  
 (eve.) \_\_\_\_\_  
 Billing Address JWilson@po-box.esu.edu

APPROVALS: Principal [Signature] Date 11 / 9 / 16  
 Business Administrator \_\_\_\_\_ Date \_\_\_\_\_  
 copy to: ☐ stage manager ☐ athletic director ☐ cafeteria manager ☐ head custodian ☐ librarian ☐ a/v coordinator ☐ other Date \_\_\_\_\_

For office use only:

## FACILITIES USE INVOICE

Facilities/Equipment used: _____	Charges: \$ _____
_____	\$ _____
_____	\$ _____
Personnel Employed: _____	Charges: \$ _____
(attach time sheets) _____	\$ _____
_____	\$ _____
Other (specify): <u>239</u>	Charges: \$ _____
_____	\$ _____

11/08/2016 09:15  
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East Stroudsburg Area SD, PA  
AP CHECK RECONCILIATION REGISTER

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FOR CASH ACCOUNT: 00-0000-010-000-00-000-000-000-0000

FOR: ALL

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221400	10/31/2016	PRINTED	001512 E.S.E.A.		50.71	103116	10/31/2016
221401	10/31/2016	PRINTED	001520 EAST STROUDSBURG		7,364.90	103116	10/31/2016
221402	10/31/2016	PRINTED	001546 ED FOUNDATION OF ES/GENER		25.00	103116	10/31/2016
221403	10/31/2016	PRINTED	001546 ED FOUNDATION OF ES/SCHOL		3.00	103116	10/31/2016
221404	10/31/2016	PRINTED	001682 FLORIDA STATE DISBURSEMENT		312.03	103116	10/31/2016
221405	10/31/2016	PRINTED	001794 HAB-DLT		1,209.91	103116	10/31/2016
221406	10/31/2016	PRINTED	003436 HEWLETT PACKARD ENTERPRIS		27,859.22	103116	10/31/2016
221407	10/31/2016	PRINTED	002469 NYSCSPC (NEW YORK STATE C		907.96	103116	10/31/2016
221408	10/31/2016	PRINTED	002566 PENNSYLVANIA HIGHER EDUCAT		465.46	103116	10/31/2016
221409	10/31/2016	PRINTED	002963 SOCIAL SECURITY ADMINISTR		161.48	103116	10/31/2016
221410	10/31/2016	PRINTED	003204 U.S. DEPARTMENT OF EDUCAT		267.49	103116	10/31/2016
223500	10/14/2016	VOID	001050 ALBERT & MARITZA CARDONA		.00	103116	10/31/2016
223501	10/14/2016	VOID	003409 ALDONA BASTEK		.00	103116	10/31/2016
223502	10/14/2016	VOID	003420 ALEXANDER VASQUEZ		.00	103116	10/31/2016
223503	10/14/2016	VOID	003421 ANDREW GELINAS		.00	103116	10/31/2016
223504	10/14/2016	VOID	003415 BANK OF AMERICA		.00	103116	10/31/2016
223505	10/14/2016	VOID	001149 BARBARA PREVOST		.00	103116	10/31/2016
223506	10/14/2016	VOID	003395 BONNIE WARGO		.00	103116	10/31/2016
223507	10/14/2016	VOID	001210 BRENDA J ROHNER		.00	103116	10/31/2016
223508	10/14/2016	PRINTED	003414 CHASE	2,060.93			
223509	10/14/2016	PRINTED	003498 CHERYL KUTZMAN		303.81	102016	10/20/2016
223510	10/14/2016	PRINTED	003497 CHRISTINE DAVIS		351.58	2	10/19/2016
223511	10/14/2016	PRINTED	001352 COMMUNITY MEMBER SERVICES		2,378.34	1	10/18/2016
223512	10/14/2016	PRINTED	003493 DIANE M GEORGE				
223513	10/14/2016	PRINTED	001514 EARL & MARY ANN MOORE		575.00	102416	10/24/2016
223514	10/14/2016	PRINTED	003405 EDNA SIMPSON	53.50			
223515	10/14/2016	PRINTED	003397 ERIKA HEARD	486.47			
223516	10/14/2016	PRINTED	003401 ESVIN VALDEZ DUBON	100.00			
223517	10/14/2016	PRINTED	003410 FAIRWAY HOUSE POA	1,000.00			
223518	10/14/2016	PRINTED	003412 FREEDOM MORTGAGE	261.45			
223519	10/14/2016	PRINTED	003422 GLORIA SANDOVAL				
223520	10/14/2016	PRINTED	003413 HOMEBRIDGE FINANCIAL SERV		575.00	102516	10/25/2016
223521	10/14/2016	PRINTED	001921 JEAN M. CHUCK		9,250.42	103116	10/31/2016
223522	10/14/2016	PRINTED	003406 JOSEPH SALZONE		143.76	103116	10/31/2016
223523	10/14/2016	PRINTED	001991 JOYCELYN THOMAS	4.80			
223524	10/14/2016	PRINTED	003404 KENNETH VANDERVLIT	6.06			
223525	10/14/2016	PRINTED	003399 KESNER LOUIS SAINT	3.84			
223526	10/14/2016	PRINTED	003407 LAWRENCE MERABILE	16.98			
223527	10/14/2016	PRINTED	003492 LINNETTE M ZACCARO	575.00			
223528	10/14/2016	PRINTED	003400 MARJORIE BUTLER	2.00			
223529	10/14/2016	PRINTED	003419 MARTIN & PATRICIA OSTROWS		575.00	102616	10/26/2016
223530	10/14/2016	PRINTED	003491 MATHILDE DEMARINIS		575.00	102116	10/21/2016
223531	10/14/2016	PRINTED	003418 MATTHEW & ROSARIA SHEA-AL		575.00	102416	10/24/2016
223532	10/14/2016	PRINTED	003408 MELISSA MALEY				
223533	10/14/2016	PRINTED	003396 MICHAEL & KIM TULLY	6.06			
223534	10/14/2016	PRINTED	003398 PENNY J. WICKS	2.78			
223535	10/14/2016	PRINTED	002791 ROBERT W. & SANDRA E. PAL	11.35			
223536	10/14/2016	PRINTED	003411 ROUND POINT MORTGAGE	1,420.57			
223537	10/14/2016	PRINTED	002877 SANDRA CLAPPS	239.60			
223538	10/14/2016	PRINTED	003003 STEPHEN LASTRA				
223539	10/14/2016	PRINTED	003403 SUSAN PAUL				

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AP CHECK RECONCILIATION REGISTERP 2  
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FOR CASH ACCOUNT: 00-0000-010-000-00-000-000-000-0000

FOR: All

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223540	10/14/2016	PRINTED	003047 SUZANNE LAPIN		469.80	102416	10/24/2016
223541	10/14/2016	PRINTED	003058 SYLVIA S. FULLER		1,150.00	1	10/18/2016
223542	10/14/2016	PRINTED	003402 THOMAS CALISE & NANCY CAL	36.57			
223543	10/14/2016	PRINTED	003291 WILLIAM & PATRICIA DOUGHE	575.00			
223544	10/17/2016	PRINTED	001050 ALBERT & MARITZA CARDONA		700.00	103116	10/31/2016
223545	10/17/2016	PRINTED	001035 ADVANCED AUTO PARTS		1,991.32	102416	10/24/2016
223546	10/17/2016	PRINTED	003409 ALDONA BASTEK	79.70			
223547	10/18/2016	PRINTED	003420 ALEXANDER VASQUEZ	575.00			
223548	10/18/2016	PRINTED	003421 ANDREW GELINAS		1,150.00	103116	10/31/2016
223549	10/18/2016	PRINTED	003415 BANK OF AMERICA		161.40	2	10/19/2016
223550	10/18/2016	PRINTED	001149 BARBARA PREVOST		141.00	102816	10/28/2016
223551	10/18/2016	PRINTED	003395 BONNIE WARGO				
223552	10/18/2016	PRINTED	001210 BRENDA J ROHNER	1,150.00			
223553	10/18/2016	PRINTED	003416 NATIONSTAR MORTGAGE LLC	4,542.53			
223554	10/18/2016	PRINTED	001234 BUSHKILL FALLS		1,290.00	102416	10/24/2016
223555	10/19/2016	PRINTED	001063 ALL AMERICAN SPORTS CORP.	51.50			
223556	10/19/2016	PRINTED	001142 BANKS' VACUUM SALES AND S	67.97			
223557	10/19/2016	PRINTED	001202 BOLLINGER LAW FIRM, LLC	4,185.00			
223558	10/19/2016	PRINTED	003511 COUSIN'S UNIFORM & TUX, L	784.00			
223559	10/19/2016	PRINTED	001533 EAST STROUDSBURG UNIVERSI	209.00			
223560	10/19/2016	PRINTED	001535 EAST STROUDSBURG UNIVERSI	486.00			
223561	10/19/2016	PRINTED	002065 LAKESHORE LEARNING MATERI	1,134.27			
223562	10/19/2016	PRINTED	002129 LJC DISTRIBUTORS OF FULLE		28,846.75	103116	10/31/2016
223563	10/19/2016	PRINTED	002247 MCGRAW HILL EDUCATION	8,161.50			
223564	10/19/2016	PRINTED	003512 MUTTER MUSEUM	432.00			
223565	10/19/2016	PRINTED	002454 NORTH POCONO HIGH SCHOOL	100.00			
223566	10/19/2016	PRINTED	003266 WATERWHEEL CAFE & BAKERY		553.50	102516	10/25/2016
223578	10/21/2016	PRINTED	001009 A WIZ CORP.	2,935.50			
223579	10/21/2016	PRINTED	001012 A.J. SMITH ELECTRIC MOTOR		550.50	103116	10/31/2016
223580	10/21/2016	PRINTED	003549 AMY TROTTO		133.11	102716	10/27/2016
223581	10/21/2016	PRINTED	003559 ANGELA M BYRNE	127.55			
223582	10/21/2016	PRINTED	003522 ANGLEA NEVIN		65.12	102716	10/27/2016
223583	10/21/2016	PRINTED	003572 ANNMARIE LAFEMINA-ADAMS		19.98	102816	10/28/2016
223584	10/21/2016	PRINTED	001185 BIG BUG MUSIC	177.25		103116	10/31/2016
223585	10/21/2016	PRINTED	003585 BOGNET, INC		13,026.00	103116	10/31/2016
223586	10/21/2016	PRINTED	001204 BOROUGH OF EAST STROUDSBU	5,910.21		102816	10/28/2016
223587	10/24/2016	PRINTED	001205 BOVINO'S PIZZA	630.00		103116	10/31/2016
223588	10/24/2016	PRINTED	003554 BRIAN J BOROSH		104.65	102816	10/28/2016
223589	10/24/2016	PRINTED	003514 CANADA DRY BOTTLING CO OF		270.00	102816	10/28/2016
223590	10/24/2016	PRINTED	003550 CAROL DEANE-GARDNER		79.43	103116	10/31/2016
223591	10/24/2016	PRINTED	001290 CENTRAL PENN GAS, INC.				
223592	10/24/2016	PRINTED	001300 CHAPMAN REFRIGERATION LLC	3,341.35			
223593	10/24/2016	VOID	*** NOT FOUND		400.09	103116	10/31/2016
223594	10/24/2016	PRINTED	001301 CINTAS CORPORATION #101		.00	103116	10/31/2016
223595	10/24/2016	PRINTED	001323 COLIEN HENDERSHOT	1,454.38			
223596	10/24/2016	PRINTED	003573 CRYSTAL HAMILTON	132.62			
223597	10/24/2016	PRINTED	003520 DIANA ALLISON	6.50			
223598	10/24/2016	PRINTED	003557 DIANE KELLY		57.02	103116	10/31/2016
223599	10/24/2016	VOID	001512 E.S.E.A.		20.52	103116	10/31/2016
223600	10/24/2016	VOID	001520 EAST STROUDSBURG		.00	103116	10/31/2016
223601	10/24/2016	VOID	*** NOT FOUND		.00	103116	10/31/2016
223602	10/24/2016	VOID	001546 ED FOUNDATION OF ES/SCHOL		.00	103116	10/31/2016

11/08/2016 09:15  
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East Stroudsburg Area SD, PA  
AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 00-0000-010-000-00-000-000-0000-0000

FOR: All

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
223603	10/24/2016	PRINTED	001546 ED FOUNDATION OF ES/SCHOL	3.00	270.00	103116	10/31/2016
223604	10/24/2016	PRINTED	001562 EDWARD A. HUDAK		.00	103116	10/31/2016
223605	10/24/2016	VOID	001682 *** NOT FOUND		615.60	103116	10/31/2016
223606	10/24/2016	PRINTED	001715 FRITO-LAY, INC.	1,950.00			
223607	10/24/2016	PRINTED	001775 GOULD'S PRODUCE AND FARM		.00	103116	10/31/2016
223608	10/24/2016	VOID	001794 *** NOT FOUND		655.37	103116	10/31/2016
223609	10/24/2016	PRINTED	001796 HAJOCA CORPORATION		992.04	103116	10/31/2016
223610	10/24/2016	PRINTED	001796 HAJOCA CORPORATION		905.33	103116	10/31/2016
223611	10/24/2016	PRINTED	003435 HENRY SCHEIN		.00	103116	10/31/2016
223612	10/24/2016	PRINTED	003436 HEWLETT PACKARD ENTERPRIS		51,280.00	102816	10/28/2016
223613	10/24/2016	VOID	001847 HM CASUALTY INSURANCE COM	2,671.19			
223614	10/24/2016	PRINTED	001884 IRLINGTON GLOBAL LLC	97.96			
223615	10/24/2016	PRINTED	003568 JOSEPH FORMICA	125.60			
223616	10/24/2016	PRINTED	003556 JOSEPH P MARTIN				
223617	10/24/2016	PRINTED	003442 KAR BILL ENTERPRISES, INC	1,023.93	2,549.14	103116	10/31/2016
223618	10/24/2016	PRINTED	002040 KEYCO DISTRIBUTORS INC.	450.00			
223619	10/24/2016	PRINTED	003563 KRAMER SHEDS	150.00			
223620	10/24/2016	PRINTED	003516 L. MICHAEL REISCH	104.46			
223621	10/24/2016	PRINTED	002067 LAMINATOR WAREHOUSE	38.30			
223622	10/24/2016	PRINTED	003565 LAURA CLEWELL	19,411.83			
223623	10/24/2016	PRINTED	002092 LEHIGH VALLEY CHARTER HIG	8.91			
223624	10/24/2016	PRINTED	003570 LESLIE COX		293.52	103116	10/31/2016
223625	10/24/2016	PRINTED	002108 LEVIN LEGAL GROUP				
223626	10/24/2016	PRINTED	003569 LYNDIA HOPKINS	241.92			
223627	10/24/2016	PRINTED	001078 AMERICAN MATHEMATICS COMPE	180.50			
223628	10/24/2016	PRINTED	003441 MANN AND PARKER LUMBER CO		2,766.00	103116	10/31/2016
223629	10/24/2016	PRINTED	003553 MANVEL PAGE	22.68			
223630	10/24/2016	PRINTED	002171 MANWALAMINK WATER COMPANY		556.20	103116	10/31/2016
223631	10/24/2016	PRINTED	003518 MARY L BURKE	40.93	205.52	102716	10/27/2016
223632	10/24/2016	PRINTED	003521 MATTHEW KRAUSS		67.07	103116	10/31/2016
223633	10/24/2016	PRINTED	003551 MAUREEN SEIDEL				
223634	10/24/2016	PRINTED	002247 MCGRAW HILL EDUCATION	4,095.33			
223635	10/24/2016	PRINTED	002267 MET-ED		98,543.48	102816	10/28/2016
223636	10/24/2016	PRINTED	002329 MODERN GAS SALES, INC.	988.35			
223637	10/24/2016	PRINTED	002397 NASCO (QOUTE#45950)	886.26			
223638	10/24/2016	PRINTED	002457 NORTHEAST PA RIFLE LEAGUE	300.00			
223639	10/24/2016	PRINTED	002459 NORTHEAST SITE CONTRACTOR		140,608.80	102516	10/25/2016
223640	10/24/2016	PRINTED	003579 NORVAL DAVIS	3,471.13			
223641	10/24/2016	VOID	*** NOT FOUND		.00	103116	10/31/2016
223642	10/24/2016	PRINTED	002473 OFFICE DIRECT, INC.	79.99			
223643	10/24/2016	VOID	002566 PENNSYLVANIA HIGHER EDUCA		.00	103116	10/31/2016
223644	10/24/2016	PRINTED	002577 PEPSI-COLA	5,311.20			
223645	10/24/2016	PRINTED	003515 PEYSER VALDERRAMA		30.50	103116	10/31/2016
223646	10/24/2016	PRINTED	002623 PIONEER MANUFACTURING COM		2,149.95	103116	10/31/2016
223647	10/24/2016	PRINTED	002647 POCONO MOUNTAIN DAIRIES		8,226.67	103116	10/31/2016
223648	10/24/2016	PRINTED	002714 RAY PRICE STROUD FORD	1,248.39			
223649	10/24/2016	PRINTED	002719 RC FINE FOODS		175.80	103116	10/31/2016
223650	10/24/2016	PRINTED	002743 RICH PRODUCTS CORPORATION		4,155.30	103116	10/31/2016
223651	10/24/2016	PRINTED	002821 RONALD LABAR'S LOCK SERVI	50.59			
223652	10/24/2016	PRINTED	003429 RYAN MORAN		168.02	102716	10/27/2016
223653	10/24/2016	PRINTED	003426 SCOTT C. IHLE	66.53			
223654	10/24/2016	PRINTED	003555 SHAWN A WESCOTT		20.52	102816	10/28/2016

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FOR CASH ACCOUNT: 00-0000-010-000-00-000-000-000-0000

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
223655	10/24/2016	VOID	002963 SOCIAL SECURITY ADMINISTR		.00	103116	10/31/2016
223656	10/24/2016	PRINTED	002982 SPRING HILL LASER		3,720.00	103116	10/31/2016
223657	10/24/2016	PRINTED	003027 STROUDSBURG ELECTRIC MOTO	19.99			
223658	10/24/2016	PRINTED	003037 SUPER HEAT, INC.		3,330.36	103116	10/31/2016
223659	10/24/2016	PRINTED	003092 THE AMERICAN BOTTLING CO	3,847.50			
223660	10/24/2016	PRINTED	003461 THOMAS HENDEL		153.31	102616	10/26/2016
223661	10/24/2016	PRINTED	003552 TIMOTHY HARRIS	63.18			
223662	10/24/2016	VOID	003204 U.S. DEPARTMENT OF EDUCAT		.00	103116	10/31/2016
223663	10/24/2016	PRINTED	003214 US FOODS		20,727.92	103116	10/31/2016
223664	10/24/2016	PRINTED	003519 VENESSA HOSPEDALES	27.85			
223665	10/24/2016	PRINTED	003224 VERIZON WIRELESS	3,614.43			
223666	10/24/2016	PRINTED	003273 WEIS MARKET, INC.	134.58			
223667	10/24/2016	PRINTED	001021 ACAR LEASING INC.	206.85			
223668	10/24/2016	PRINTED	003608 AMBERLY WARNER	1,362.00			
223669	10/24/2016	PRINTED	001115 ARAMARK SERVICES, INC.	732.55			
223670	10/24/2016	PRINTED	001121 ARTS ACADEMY CHARTER SCHO	9,551.16			
223671	10/24/2016	PRINTED	001792 H.A. BERKHEIMER INC.	77.23			
223672	10/24/2016	PRINTED	001185 BIG BUG MUSIC		788.50	103116	10/31/2016
223673	10/24/2016	PRINTED	003603 CASANDRA DIETZ	255.00			
223674	10/24/2016	PRINTED	001301 CHAPTER 13 TRUSTEE	350.00			
223675	10/24/2016	PRINTED	001454 DIRECT ENERGY BUSINESS		3,420.84	103116	10/31/2016
223676	10/24/2016	PRINTED	001506 DUKE'S SPORTING GOODS		533.00	103116	10/31/2016
223677	10/24/2016	PRINTED	001520 EAST STROUDSBURG	7,353.55			
223678	10/24/2016	PRINTED	001546 ED FOUNDATION OF ES/GENER	25.00			
223679	10/24/2016	PRINTED	003606 EDWARD MOONEY		1,410.00	103116	10/31/2016
223680	10/24/2016	PRINTED	001585 ELSIE GIRARDIN	1,500.00			
223681	10/24/2016	PRINTED	001588 EMBROIDERY EXPRESS	528.00			
223682	10/24/2016	PRINTED	001682 FLORIDA STATE DISBURSEMEN	312.03			
223683	10/24/2016	PRINTED	001717 FRONTIER	2,311.23			
223684	10/24/2016	PRINTED	001794 HAB-DLT	894.34			
223685	10/24/2016	PRINTED	003605 HARRIET HEATH	160.00			
223686	10/24/2016	PRINTED	003601 HILLARY BEAL	275.00			
223687	10/24/2016	PRINTED	003607 JENNIFER SCOTT	975.00			
223688	10/24/2016	PRINTED	003602 JESSICA CURRY	1,362.00			
223689	10/24/2016	PRINTED	003599 KENAL ASKINS	2,724.00			
223690	10/24/2016	PRINTED	002057 KRONOS	8,737.23			
223691	10/24/2016	PRINTED	002094 LEHIGH VALLEY IRONPIGS	505.00			
223692	10/24/2016	PRINTED	003604 LORRAINE ENGLETT	315.00			
223693	10/24/2016	PRINTED	003465 MICHAEL HEALEY		2,724.00	103116	10/31/2016
223694	10/24/2016	PRINTED	002342 MONROE COUNTY PUBLIC SAFE		10,011.57	103116	10/31/2016
223695	10/24/2016	PRINTED	002372 MUSIC THEATRE INTERNATION		643.77	103116	10/31/2016
223696	10/24/2016	PRINTED	002469 NYSCSPC (NEW YORK STATE C		910.00	103116	10/31/2016
223697	10/24/2016	PRINTED	003600 PAUL BAKNER				
223698	10/24/2016	PRINTED	002566 PENNSYLVANIA HIGHER EDUCA	465.46			
223699	10/24/2016	PRINTED	002911 SCHUYLKILL VALLEY SPORTIN	125.00			
223700	10/24/2016	PRINTED	003611 SHAWNEE PLAYHOUSE	267.49			
223701	10/24/2016	PRINTED	003204 U.S. DEPARTMENT OF EDUCAT	206.00			
223702	10/24/2016	PRINTED	003209 UNITED WAY OF MONROE COUN	676.74			
223703	10/27/2016	PRINTED	002715 ANNA M MASKER				
223704	10/27/2016	PRINTED	001070 SYNCHRONY BANK/AMAZON	2,356.98			
223705	10/27/2016	PRINTED	003631 ANA CARTER DIAZ	15.00			
223706	10/27/2016	PRINTED	003581 ANGELA DELCORSO	5.00			



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East Stroudsburg Area SD, PA  
AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 00-0000-010-000-00-000-000-0000-0000

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
223707	10/27/2016	PRINTED	003627 ANNA SZCZEPANSKI	80.16			
223708	10/27/2016	PRINTED	001135 B & H PHOTO-VIDEO	3,149.93			
223709	10/27/2016	PRINTED	001142 BANKS' VACUUM SALES AND S	37.94			
223710	10/27/2016	PRINTED	003575 BARBARA MONACO	30.32			
223711	10/27/2016	PRINTED	001165 BENCO DENTAL CO.	337.60			
223712	10/27/2016	PRINTED	003628 BETTYANN C TIMPONE	8.00			
223713	10/27/2016	PRINTED	001192 BLICK ART MATERIALS	2,506.28			
223714	10/27/2016	PRINTED	001193 BLOOM BY MELANIE	1,682.82	110.00	103116	10/31/2016
223715	10/27/2016	PRINTED	001224 BSN SPORTS INC	116.24			
223716	10/27/2016	PRINTED	001232 BUS PARTS WAREHOUSE	56.30			
223717	10/27/2016	PRINTED	003574 CARLOS BEATO	575.00			
223718	10/27/2016	PRINTED	001264 CARMINE J. & ROXANN G. SA	800.00			
223719	10/27/2016	PRINTED	003502 CENTURY LIGHTNING	20,231.65	350.00	103116	10/31/2016
223720	10/27/2016	VOID	001301 *** NOT FOUND	1,075.60			
223721	10/27/2016	PRINTED	003617 CM REGENT RESOURCES	295.72			
223722	10/27/2016	PRINTED	001344 COLT PLUMBING SPECIALTIES	1,500.00			
223723	10/27/2016	PRINTED	001436 DEMCO INC	8.85			
223724	10/27/2016	PRINTED	001485 DORIS HINELINE	575.00	7,353.55	103116	10/31/2016
223725	10/27/2016	VOID	001520 *** NOT FOUND	98.35	25.00	103116	10/31/2016
223726	10/27/2016	VOID	001546 *** NOT FOUND	575.00			
223727	10/27/2016	PRINTED	003629 ELIZABETH RODRIGUEZ	312.03	312.03	103116	10/31/2016
223728	10/27/2016	PRINTED	001592 EMILY A. SERKO	868.56	894.34	103116	10/31/2016
223729	10/27/2016	PRINTED	003626 EUGENE & SONIA DALTON	250.00	175.00	103116	10/31/2016
223730	10/27/2016	VOID	001682 *** NOT FOUND	882.02			
223731	10/27/2016	PRINTED	003610 GEORGIANA TOLENO	520.00			
223732	10/27/2016	VOID	001794 *** NOT FOUND	881.55			
223733	10/27/2016	PRINTED	001879 INTERSTATE TAX SERVICE BU	6,290.91			
223734	10/27/2016	PRINTED	003632 JONATHAN DEJESUS	3,260.67			
223735	10/27/2016	PRINTED	003630 JORDON ELLISON	2,239.80			
223736	10/27/2016	PRINTED	002132 LOIS CONTENTE	147,773.00			
223737	10/27/2016	PRINTED	002161 M&T INVESTMENT GROUP	14.00			
223738	10/27/2016	PRINTED	002247 MCGRAW-HILL SCHOOL EDUCAT	89.21			
223739	10/27/2016	PRINTED	003577 MICHAEL & ANITA KESSLER	754.40			
223740	10/27/2016	PRINTED	002310 MIDWEST TECHNOLOGY PRODUC	1,289.50	643.77	103116	10/31/2016
223741	10/27/2016	PRINTED	002329 MODERN GAS SALES, INC.	796.65			
223742	10/27/2016	PRINTED	002333 MONROE CAREER AND TECHNIC	85.00			
223743	10/27/2016	PRINTED	002341 MONROE COUNTY PROTHONOTAR	2,953.97			
223744	10/27/2016	PRINTED	002348 MOORE MEDICAL LLC	86.92			
223745	10/27/2016	PRINTED	002361 MR. JOHN, INC.	225.00			
223746	10/27/2016	PRINTED	002465 NOT JUST TEE SHIRTS	18.00			
223747	10/27/2016	VOID	002469 *** NOT FOUND	289.89			
223748	10/27/2016	PRINTED	002472 OFFICE DEPOT	427.73			
223749	10/27/2016	PRINTED	003378 OFFICE TECHNOLOGY, LLC	1,042.15			
223750	10/27/2016	PRINTED	002557 PEARSON EDUCATION, INC.	2,433.15			
223751	10/27/2016	VOID	002566 *** NOT FOUND				
223752	10/27/2016	PRINTED	002569 PENNSYLVANIA ONE CALL SYS		465.46	103116	10/31/2016
223753	10/27/2016	PRINTED	002571 PENNSYLVANIA SCIENCE OLYM				
223754	10/27/2016	PRINTED	002602 PETTY CASH HS SOUTH				
223755	10/27/2016	PRINTED	002611 PHILIP ROSENAU CO., INC.				
223756	10/27/2016	PRINTED	002611 PHILIP ROSENAU CO., INC.				
223757	10/27/2016	PRINTED	002632 PLAQUES & SUCH				
223758	10/27/2016	PRINTED	003616 PMC CANCER CENTER				

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
223759	10/27/2016	PRINTED	002652 POCONO RECORD	257.00			
223760	10/27/2016	PRINTED	002667 PP&L	122.40			
223761	10/27/2016	PRINTED	002668 PRAXAIR DISTRIBUTION MID-	26.55			
223762	10/27/2016	PRINTED	002689 PSERS	930.34			
223763	10/27/2016	PRINTED	002689 PSERS	2,450.59			
223764	10/27/2016	PRINTED	002689 PSERS	2,859.39			
223765	10/27/2016	PRINTED	002693 PYRAMID SCHOOL PRODUCTS	1,631.08			
223766	10/27/2016	PRINTED	002702 QUILL CORPORATION	352.73			
223767	10/27/2016	PRINTED	002702 QUILL CORPORATION	283.28			
223768	10/27/2016	PRINTED	003576 RGB HOMES LLC	151.77			
223769	10/27/2016	PRINTED	003609 RICHARD H. & PATRICIA A B	575.00			
223770	10/27/2016	PRINTED	002807 ROHRER BUS SERVICE	1,030.68			
223771	10/27/2016	PRINTED	002868 SAFEGUARD BUSINESS SYSTEM	1,390.11			
223772	10/27/2016	PRINTED	002896 SCHOLASTIC	485.04			
223773	10/27/2016	PRINTED	002901 SCHOOL HEALTH CORPORATION	225.38			
223774	10/27/2016	PRINTED	002915 SCOTT FORESMAN/ADDISON WE	2,215.48			
223775	10/27/2016	PRINTED	002921 SCRANTON DUNLOP, INC	1,592.96			
223776	10/27/2016	PRINTED	002929 SERAFINA SALERNO	1,500.00			
223777	10/27/2016	PRINTED	003611 SHAWNEE PLAYHOUSE	125.00			
223778	10/27/2016	PRINTED	003417 SOUTH JERSEY ENERGY	521.28			
223779	10/27/2016	PRINTED	003567 SPECIALIZED LOAN SERVICIN	6,363.98			
223780	10/27/2016	PRINTED	002991 STANDARD STATIONERY SUPPL	1,400.00			
223781	10/27/2016	PRINTED	003580 STEPHEN PEREZ	20.00			
223782	10/27/2016	PRINTED	003013 STEVE WEISS MUSIC	1,370.30			
223783	10/27/2016	PRINTED	003051 SWEET, STEVENS, KATZ & WI	5,314.50			
223784	10/27/2016	PRINTED	003116 THE PACKAGING PLACE	45.85			
223785	10/27/2016	PRINTED	003578 THOMAS RICHMOND	98.47			
223786	10/27/2016	VOID	003204 *** NOT FOUND				
223787	10/27/2016	PRINTED	003214 US FOODS	164.45			
223788	10/27/2016	PRINTED	003249 W.B. MASON CO., INC.	8,160.51			
223789	10/27/2016	PRINTED	003275 WELLS FARGO BANK WF8113	1,350.00			
291 CHECKS CASH ACCOUNT TOTAL				388,328.62	267.49	103116	10/31/2016
					488,208.47		

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East Stroudsburg Area SD, PA  
AP CHECK RECONCILIATION REGISTER

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	UNCLEARED	CLEARED
291 CHECKS		
FINAL TOTAL	388,328.62	488,208.47

\*\* END OF REPORT - Generated by Sonya Burch \*\*

001 East Stroudsburg Area School District  
STATEMENT OF INCOME  
For the Period Ending July 31, 2016

CAFETERIA FUND

	Current Period	Year-to-Date	Account number
REVENUE FROM LOCAL SOURCES			
EARNINGS ON INVESTMENTS			
INTEREST ON INVESTMENTS	53.94	53.94	50-6510-000
TOTAL EARNINGS ON INVESTMENTS	53.94	53.94	
REVENUE FROM OPERATIONS			
SUMMER SALES - B-FAST & LUNCH	2,139.35	2,139.35	50-6614-000
SALES, A LA CARTE LUNCH	5,462.35	5,462.35	50-6621-000
SALES, IN-HOUSE-EVENTS	256.25	256.25	50-6630-000
TOTAL SALES	7,857.95	7,857.95	
TOTAL LOCAL REVENUE	7,911.89	7,911.89	
REVENUE FROM STATE SOURCES			
STATE SUBSIDY - LUNCH	1,218.56	1,218.56	50-7600-510
STATE SUBSIDY - BREAKFAST	685.90	685.90	50-7600-511
STATE SUBSIDY -SOCIAL SECURITY	676.41	676.41	50-7810-000
STATE SUBSIDY -RETIREMENT	2,776.74	2,776.74	50-7820-000
TOTAL STATE REVENUE	5,357.61	5,357.61	
REVENUE FROM FEDERAL SOURCES			
FEDERAL SUBSIDY - BREAKFAST	13,992.36	13,992.36	50-8530-553
FEDERAL SUBSIDY - LUNCH	28,200.96	28,200.96	50-8530-555
TOTAL FEDERAL REVENUE	42,193.32	42,193.32	
TOTAL CAFETERIA REVENUE	\$55,462.82	\$55,462.82	
EXPENSES OF OPERATIONS			
Salary, Manager	5,285.75	5,285.75	50-3100-110
SALARIES, SUMMER WORKERS	6,813.00	6,813.00	50-3100-160
SALARIES, WORKERS	5,578.58	5,578.58	50-3100-170
MEDICAL INSURANCE	36,933.28	36,933.28	50-3100-210
LIFE INSURANCE	676.18	676.18	50-3100-213
LTD INSURANCE	198.73	198.73	50-3100-214
FICA OASDI	1,096.35	1,096.35	50-3100-220
FICA HI	256.41	256.41	50-3100-221
RETIREMENT	5,557.41	5,557.41	50-3100-230
UNEMPLOYMENT	1,489.08	1,489.08	50-3100-250
WORKERS COMPENSATION	214.59	214.59	50-3100-260
TRAINING-REGISTRATION FEES	435.00	435.00	50-3100-324
UTILITY SERVICES, ELECTRICITY	1,490.51	1,490.51	50-3100-422
MAINTENANCE/REPAIRS	1,080.00	1,080.00	50-3100-430
UPGRADE OF INFORMATION SYSTEM	11,830.06	11,830.06	50-3100-438
POSTAGE	9.72	9.72	50-3100-530
CONF/TRAVEL/MILEAGE	453.27	453.27	50-3100-580
SUPPLIES, NON-FOOD	3,030.00	3,030.00	50-3100-610
DEPRECIATION OF EQUIPMENT	1,577.90	1,577.90	50-3100-741
TOTAL FOOD SERVICE EXPENSES	\$84,005.82	\$84,005.82	
NET LOSS	\$ (28,543.00)	\$ (28,543.00)	

**Bank: 50 ESSA-CAFETERIA FUND**

Check no.	Check Date	Vendor name and comment	Amount
1156	7/14/2016	MICHAEL CATRILLO refund on Danielle's account	22.40
1157	7/14/2016	FRITO-LAY, INC. Food Purchases	610.53
1158	7/14/2016	RICHARD J. HOUGHTALING CONF/TRAVEL/MILEAGE	4.75
1159	7/14/2016	POCONO MOUNTAIN DAIRIES MILK PURCHASES	2,650.49
1160	7/14/2016	POCONO PROFOODS Food Purchases	9,901.44
1161	7/14/2016	REINHART FOOD SERVICE Food Purchases	2,386.81
1162	7/14/2016	ROCKLAND BAKERY INC. Food Purchases	357.63
1163	7/14/2016	TOPP BUSINESS SOLUTIONS copy machines north & south cafe	47.71
1164	7/14/2016	US FOODS Food Purchases	2,269.65
1165	7/14/2016	WEIS MARKET, INC. Food Purchases	399.65
1166	7/14/2016	A WIZ CORP. ese scrap master repairs	1,080.00
1167	7/14/2016	HEARTLAND PAYMENT SYSTEM support and meal app 2016-2017	11,830.06
1168	7/14/2016	DOUBLE M PRODUCTIONS SUPPLIES, NON-FOOD	3,030.00
1169	7/18/2016	PAUL H. SCHMID CONF/TRAVEL/MILEAGE	888.27
			----- 35,479.39

End of Report -    9.09.20

001 East Stroudsburg Area School District  
STATEMENT OF INCOME  
For the Period Ending August 31, 2016

CAFETERIA FUND

	Current Period	Year-to-Date	Account number
REVENUE FROM LOCAL SOURCES			
EARNINGS ON INVESTMENTS			
INTEREST ON INVESTMENTS	53.90	107.84	50-6510-000
TOTAL EARNINGS ON INVESTMENTS	53.90	107.84	
REVENUE FROM OPERATIONS			
SALES, LUNCH - PAID	9,384.95	9,384.95	50-6611-000
SALES, LUNCH - REDUCED	310.40	310.40	50-6612-000
SUMMER SALES - B-FAST & LUNCH	761.05	2,900.40	50-6614-000
SALES, BREAKFAST - PAID	934.95	934.95	50-6615-000
SALES, BREAKFAST - REDUCED	55.80	55.80	50-6616-000
SALES, OVER/UNDER	90.86	90.86	50-6619-000
SALES, ADULT LUNCH	261.75	261.75	50-6620-000
SALES, A LA CARTE LUNCH	9,275.74	14,738.09	50-6621-000
SALES, IN-HOUSE-EVENTS	1,818.96	2,075.21	50-6630-000
TOTAL SALES	22,894.46	30,752.41	
TOTAL LOCAL REVENUE	22,948.36	30,860.25	
REVENUE FROM STATE SOURCES			
STATE SUBSIDY - LUNCH	2,170.48	3,389.04	50-7600-510
STATE SUBSIDY - BREAKFAST	537.60	1,223.50	50-7600-511
STATE SUBSIDY -SOCIAL SECURITY	1,455.71	2,132.12	50-7810-000
STATE SUBSIDY -RETIREMENT	5,706.23	8,482.97	50-7820-000
TOTAL STATE REVENUE	9,870.02	15,227.63	
REVENUE FROM FEDERAL SOURCES			
FEDERAL SUBSIDY - BREAKFAST	9,698.49	23,690.85	50-8530-553
FEDERAL SUBSIDY - LUNCH	43,945.12	72,146.08	50-8530-555
TOTAL FEDERAL REVENUE	53,643.61	95,836.93	
TOTAL CAFETERIA REVENUE	\$86,461.99	\$141,924.81	
EXPENSES OF OPERATIONS			
Salary, Manager	13,035.00	18,320.75	50-3100-110
SALARIES, SUMMER WORKERS	12,166.79	18,979.79	50-3100-160
SALARIES, WORKERS	13,101.73	18,680.31	50-3100-170
MEDICAL INSURANCE	36,600.66	73,533.94	50-3100-210
LIFE INSURANCE	676.18	1,352.36	50-3100-213
LTD INSURANCE	198.73	397.46	50-3100-214
FICA OASDI	2,359.58	3,455.93	50-3100-220
FICA HI	551.83	808.24	50-3100-221
RETIREMENT	11,412.46	16,969.87	50-3100-230
UNEMPLOYMENT	.00	1,489.08	50-3100-250
WORKERS COMPENSATION	438.73	653.32	50-3100-260
TRAINING-REGISTRATION FEES	.00	435.00	50-3100-324
UTILITY SERVICES, ELECTRICITY	4,568.37	6,058.88	50-3100-422
MAINTENANCE/REPAIRS	1,792.22	2,872.22	50-3100-430
UPGRADE OF INFORMATION SYSTEM	.00	11,830.06	50-3100-438
POSTAGE	.00	9.72	50-3100-530
CONF/TRAVEL/MILEAGE	31.42	484.69	50-3100-580
SUPPLIES, NON-FOOD	4,691.50	7,721.50	50-3100-610
FUEL	243.14	243.14	50-3100-620
Food Purchases	10,277.66	10,277.66	50-3100-631
MILK PURCHASES	4,362.63	4,362.63	50-3100-632
DEPRECIATION OF EQUIPMENT	1,577.95	3,155.85	50-3100-741
DUES & FEES	52.00	52.00	50-3100-810
PREPAY FEES	246.54	246.54	50-3100-811
TOTAL FOOD SERVICE EXPENSES	\$118,385.12	\$202,390.94	
NET INCOME / (LOSS)	\$ (31,923.13)	\$ (60,466.13)	

**Bank: 50 ESSA-CAFETERIA FUND**

Check no.	Check Date	Vendor name and comment	Amount
1170	8/12/2016	KYLE BRIDGEFORTH account refund 135165,122971	12.80
1171	8/12/2016	CONSUMER REPORTS ON HEALTH 2 yr subscription for Healthy tips	39.00
1172	8/12/2016	FRITO-LAY, INC. chips July	3,000.78
1173	8/12/2016	MICHELLE MARREN account refund 140211	49.00
1174	8/12/2016	PETTY CASH - CAFETERIA petty cash starting banks 2016-2017	1,150.00
1175	8/12/2016	POCONO MOUNTAIN DAIRIES dairy July	4,362.63
1176	8/12/2016	POCONO PROFOODS food July	6,446.76
1177	8/12/2016	ROCKLAND BAKERY INC. breads July	1,047.73
1178	8/12/2016	SCHOOL NUTRITION ASSOCIATION Schmid Level 3 certificate	13.00
1179	8/12/2016	WEIS MARKET, INC. food special functions	68.79
1180	8/18/2016	KAREN BURKE refunds 140080 140079 138800	20.65
1181	8/18/2016	CHAPMAN REFRIGERATION LLC North freezer unit on roof repairs	1,203.22
1182	8/18/2016	DENISE A. FLYNN SNA conf. room refund	710.35
1183	8/18/2016	HOME DEPOT CREDIT SERVICE lumber screws, ect for shelves	105.80
1184	8/18/2016	ANGELA MEDINA park to south to north summer feed	11.88
1185	8/31/2016	A WIZ CORP. Bushkill dish washer leaking	589.00
1186	8/31/2016	ECOLAB INC JTL parts	47.80
1187	8/31/2016	SHAWNA PROVIDENCE student refund 135915	25.45
1188	8/31/2016	ANGELI RONEY student refund 130584	83.30
			----- 18,987.94

End of Report -    9.09.48

001 East Stroudsburg Area School District  
STATEMENT OF INCOME  
For the Period Ending September 30, 2016

CAFETERIA FUND

	Current Period	Year-to-Date	Account number
REVENUE FROM LOCAL SOURCES			
EARNINGS ON INVESTMENTS			
INTEREST ON INVESTMENTS	60.65	168.49	50-6510-000
TOTAL EARNINGS ON INVESTMENTS	60.65	168.49	
REVENUE FROM OPERATIONS			
SALES, LUNCH - PAID	60,967.80	70,352.75	50-6611-000
SALES, LUNCH - REDUCED	2,416.40	2,726.80	50-6612-000
SUMMER SALES - B-FAST & LUNCH	.50	2,900.90	50-6614-000
SALES, BREAKFAST - PAID	7,528.50	8,463.45	50-6615-000
SALES, BREAKFAST - REDUCED	626.40	682.20	50-6616-000
SALES, OVER/UNDER	250.11	159.25	50-6619-000
SALES, ADULT LUNCH	2,180.70	2,442.45	50-6620-000
SALES, A LA CARTE LUNCH	68,851.05	83,589.14	50-6621-000
MISCELLANEOUS-PEPSI COMMISSION	16.59	16.59	50-6622-000
MISC. WEBSITE COMMISSION	3,302.50	3,302.50	50-6625-000
SALES, IN-HOUSE-EVENTS	3,345.71	5,420.92	50-6630-000
TOTAL SALES	148,986.04	179,738.45	
TOTAL LOCAL REVENUE	149,046.69	179,906.94	
REVENUE FROM STATE SOURCES			
STATE SUBSIDY - LUNCH	11,003.74	14,392.78	50-7600-510
STATE SUBSIDY - BREAKFAST	3,440.70	4,664.20	50-7600-511
STATE SUBSIDY -SOCIAL SECURITY	3,464.48	5,596.60	50-7810-000
STATE SUBSIDY -RETIREMENT	13,517.62	22,000.59	50-7820-000
TOTAL STATE REVENUE	31,426.54	46,654.17	
REVENUE FROM FEDERAL SOURCES			
FEDERAL SUBSIDY - BREAKFAST	59,919.63	83,610.48	50-8530-553
FEDERAL SUBSIDY - LUNCH	191,585.48	263,731.56	50-8530-555
TOTAL FEDERAL REVENUE	251,505.11	347,342.04	
TOTAL CAFETERIA REVENUE	\$431,978.34	\$573,903.15	
EXPENSES OF OPERATIONS			
Salary, Manager	17,157.78	35,478.53	50-3100-110
SALARIES, SUMMER WORKERS	2,073.00	21,052.79	50-3100-160
SALARIES, WORKERS	72,925.36	91,605.67	50-3100-170
MEDICAL INSURANCE	32,163.66	105,697.60	50-3100-210
LIFE INSURANCE	676.18	2,028.54	50-3100-213
LTD INSURANCE	198.73	596.19	50-3100-214
FICA OASDI	5,615.54	9,071.47	50-3100-220
FICA HI	1,313.41	2,121.65	50-3100-221
RETIREMENT	27,035.24	44,005.11	50-3100-230
UNEMPLOYMENT	.00	1,489.08	50-3100-250
WORKERS COMPENSATION	888.11	1,541.43	50-3100-260
TRAINING-REGISTRATION FEES	.00	435.00	50-3100-324
CONTRACT MAINTENANCE	3,197.02	3,197.02	50-3100-400
UTILITY SERVICES, ELECTRICITY	4,426.76	10,485.64	50-3100-422
MAINTENANCE/REPAIRS	8,113.88	10,986.10	50-3100-430
VEHICLES-REPAIR/MAINTENANCE	525.00	525.00	50-3100-433
UPGRADE OF INFORMATION SYSTEM	.00	11,830.06	50-3100-438
POSTAGE	26.42	36.14	50-3100-530
CONF/TRAVEL/MILEAGE	233.28	717.97	50-3100-580
SUPPLIES, NON-FOOD	5,566.82	13,288.32	50-3100-610
FUEL	195.56	438.70	50-3100-620
Food Purchases	103,643.81	113,921.47	50-3100-631
MILK PURCHASES	30,954.26	35,316.89	50-3100-632
DEPRECIATION OF EQUIPMENT	1,577.95	4,733.80	50-3100-741
DUES & FEES	580.00	632.00	50-3100-810
PREPAY FEES	1,313.64	1,560.18	50-3100-811
TOTAL FOOD SERVICE EXPENSES	\$320,401.41	\$522,792.35	
NET INCOME	\$111,576.93	\$51,110.80	

**Bank: 50 ESSA-CAFETERIA FUND**

Check no.	Check Date	Vendor name and comment	Amount
1189	9/01/2016	JAMES CAMPBELL account refund 124819	55.05
1190	9/09/2016	A WIZ CORP. north freezer repairs and parts	1,585.00
1191	9/09/2016	FRIEDMAN ELECTRIC SUPPLY CO. INC. light bulbs for serving lines north	56.85
1192	9/09/2016	GOULD'S PRODUCE AND FARM MARKET fresh produce	520.00
1193	9/09/2016	MONIQUE LUGO account refund 128541	17.50
1194	9/09/2016	L. MICHAEL REISH fresh produce	240.00
1195	9/09/2016	MICHELLE VEECH account refund 126609	24.80
1196	9/09/2016	ALEXIS WILKINSON account refund 136462	3.50
1197	9/09/2016	JUDI WILLIAMS account refund 140905	51.65
1198	9/13/2016	CHECK VOIDED	
1199	9/13/2016	CHECK VOIDED	
1200	9/13/2016	CHECK VOIDED	
1201	9/13/2016	CHECK VOIDED	
1202	9/13/2016	CHECK VOIDED	
1203	9/13/2016	CHECK VOIDED	
1204	9/13/2016	CHECK VOIDED	
1205	9/13/2016	CHECK VOIDED	
1206	9/13/2016	CHECK VOIDED	
1207	9/13/2016	CHECK VOIDED	
1208	9/13/2016	CHECK VOIDED	
1209	9/13/2016	CHECK VOIDED	
1210	9/13/2016	CANADA DRY/ROYAL CROWN CO. Food Purchases	440.00
1211	9/13/2016	ECOLAB INC SUPPLIES, NON-FOOD	757.64
1212	9/13/2016	FRITO-LAY, INC. Food Purchases	441.66
1213	9/13/2016	HERSHEY CREAMERY COMPANY Food Purchases	576.65
1214	9/13/2016	PEPSI-COLA Food Purchases	1,258.14
1215	9/13/2016	POCONO MOUNTAIN DAIRIES MILK PURCHASES	10,744.36
1216	9/13/2016	POCONO PROFOODS Food Purchases	10,521.32
1217	9/13/2016	RC FINE FOODS Food Purchases	351.60
1218	9/13/2016	REINHART FOOD SERVICE Food Purchases	10,405.02

**Bank: 50 ESSA-CAFETERIA FUND**

Check no.	Check Date	Vendor name and comment	Amount
1219	9/13/2016	ROCKLAND BAKERY INC. Food Purchases	2,102.17
1220	9/13/2016	US FOODS Food Purchases	26,663.61
1221	9/13/2016	WEIS MARKET, INC. Food Purchases	173.82
1222	9/22/2016	A WIZ CORP. SHN STEAMER ELEMENT REPLACED	3,506.00
1223	9/22/2016	CHAPMAN REFRIGERATION LLC JTL compressor changed	2,670.95
1224	9/22/2016	CHC MOTORS SHS VAN REPLACED REAR BUMPER	525.00
1225	9/22/2016	EAT AROUND TOWN SAFELY, LLC 4 SERVE SAFE COURSES	580.00
1226	9/22/2016	GOULD'S PRODUCE AND FARM MARKET corn, apples, potatoes	1,420.00
1227	9/22/2016	MICHELLE GUZMAN REFUND 130795	79.20
1228	9/22/2016	KASA'S FOODS DIST CO INC. pizza	2,382.76
1229	9/22/2016	MESKO GLASS & MIRROR CO. plexiglass for serving line counter	36.00
1230	9/22/2016	JESSICA PINTO REFUND 142371	24.70
1231	9/22/2016	L. MICHAEL REISH potatoes	187.50
1232	9/22/2016	JADE RICHARDSON REFUND 139608	61.55
1233	9/22/2016	GUANINA STORM REFUND	18.70
1234	9/30/2016	CHAPMAN REFRIGERATION LLC MAINTENANCE/REPAIRS	351.93
1235	9/30/2016	ECOLAB INC SUPPLIES, NON-FOOD	174.83
1236	9/30/2016	GOULD'S PRODUCE AND FARM MARKET Food Purchases	1,150.00
1237	9/30/2016	HERSHEY CREAMERY COMPANY Food Purchases	1,634.67
1238	9/30/2016	KASA'S FOODS DIST CO INC. Food Purchases	8,220.00
1239	9/30/2016	MULLEN MARKETING, LLC Food Purchases	6,461.00
1240	9/30/2016	OFFICE DIRECT, INC. SUPPLIES, NON-FOOD	99.00
1241	9/30/2016	POCONO MOUNTAIN DAIRIES MILK PURCHASES	20,209.90
1242	9/30/2016	POCONO PROFOODS Food Purchases	13,766.00

Bank: 50 ESSA-CAFETERIA FUND

Check no.	Check Date	Vendor name and comment	Amount
1243	9/30/2016	REINHART FOOD SERVICE Food Purchases	19,319.05
1244	9/30/2016	ROCKLAND BAKERY INC. Food Purchases	4,555.40
1245	9/30/2016	AUDREY SCHEURER DUE TO STUDENTS	27.20
1246	9/30/2016	PAUL H. SCHMID CONF/TRAVEL/MILEAGE	246.89
1247	9/30/2016	US FOODS Food Purchases	12,735.88
			----- 167,434.45

End of Report -    9.10.10

# East Stroudsburg Area School District

## Enrollment Count Matrix

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

GRADE		KF	01	02	03	04	05	06	07	08	09	10	11	12	HmRm Total
BLDG	HMRM														
ADM	All	1	0	0	0	0	0	0	0	0	0	0	0	0	1
	ADM Total	1	0	0	0	0	0	0	0	0	0	0	0	0	1
BES	All	59	57	79	68	70	79	0	0	0	0	0	0	0	412
	BES Total	59	57	79	68	70	79	0	0	0	0	0	0	0	412
EHN	All	0	0	0	0	0	0	0	0	0	256	255	265	244	1020
	EHN Total	0	0	0	0	0	0	0	0	0	256	255	265	244	1020
EHS	All	0	0	0	0	0	0	0	0	0	308	343	370	346	1367
	EHS Total	0	0	0	0	0	0	0	0	0	308	343	370	346	1367
ESE	All	116	90	111	112	132	104	0	0	0	0	0	0	0	665
	ESE Total	116	90	111	112	132	104	0	0	0	0	0	0	0	665
JMH	All	70	78	75	85	75	73	0	0	0	0	0	0	0	456
	JMH Total	70	78	75	85	75	73	0	0	0	0	0	0	0	456
JTL	All	0	0	0	0	0	0	314	309	320	0	0	0	0	943
	JTL Total	0	0	0	0	0	0	314	309	320	0	0	0	0	943
LIS	All	0	0	0	0	0	0	224	231	239	0	0	0	0	694
	LIS Total	0	0	0	0	0	0	224	231	239	0	0	0	0	694
MSE	All	77	86	97	109	96	86	0	0	0	0	0	0	0	551
	MSE Total	77	86	97	109	96	86	0	0	0	0	0	0	0	551
RES	All	74	99	87	86	102	89	0	0	0	0	0	0	0	537
	RES Total	74	99	87	86	102	89	0	0	0	0	0	0	0	537
SMI	All	47	53	63	50	48	64	0	0	0	0	0	0	0	325
	SMI Total	47	53	63	50	48	64	0	0	0	0	0	0	0	325
Total All Buildings		444	463	512	510	523	495	538	540	559	564	598	635	590	6971

### NOTES:

1. {NA} indicates students not assigned to any homeroom.
2. Student homeroom assignments are based on current enrollment.