#### 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 July 1, 2017 through June 30, 2018.

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	05 / 24 / 2017 Date	East Stroudsburg Area School District Superintendent	Date
Daux M. Hales Mrs. Dawn M. Hales	0 <u>5 / 25 / 2017</u> Date	Federal ID Number	
Secretary to the Board	Date	1 odorar 15 rtambor	

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.

#### ATHLETIC TRAINING

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

THIS AGREEMENT, is made this 26 day of June, 2017, by and between EAST STROUDSBURG UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and East Stroudsburg Area School District – North High School (hereinafter "Internship Site").

#### **BACKGROUND**

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

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

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

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

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

#### I. <u>DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY</u>

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

- b. *Education of Student*. The University shall assume responsibility for the classroom education of the student. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, and graduation.
- c. *Term of Placement*. The student will work for Internship Site 20 hours per week during the term of this placement. The placement will include post-session (preseason athletics) and the subsequent fall, winter and spring sport seasons for the Internship Site.
- d. Submission of Name of Candidate. The University shall submit the name of the student to Internship Site or a designated representative at least 3 weeks prior to the practicum assignment.
- e. Designation of Representative. University shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the Internship Site in order to discuss, plan and evaluate experience of the student.
- f. Advising Student of Rights and Responsibilities. The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of Internship Site and should the student fail to abide by any policy/or procedure, he or she may be expelled from the Internship Site program. If it is necessary to terminate the student's participation in the clinical practice intern program, the policies and procedures of the University shall be followed. It is understood and agreed that while the student is providing athletic training services to the Internship Site, the student shall be under the direct supervision of the Internship Site, including the physician employed by Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.
- g. Professional Liability Insurance. The student shall be responsible for procuring professional liability insurance at his/her own expense. Only a Pennsylvania certified athletic trainer (or BOC® eligible student) with current professional liability insurance will be recommended. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the assistantship or residency. The Graduate Student will work within the scope of his/her job description and licensure status.

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

- seq. For purposes of this Agreement, it is understood and agreed that the student, while providing athletic training services to the Internship Site, is under the supervision of the Internship Site, including the physician employed by the Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.
- h. Prior to the rendering of services by the graduate student pursuant to this agreement, the student shall obtain and provide to the Internship Site all criminal and child abuse clearances and/or other records required by the Pennsylvania School code and/or other applicable statutes.

#### II. DUTIES AND RESPONSIBILITIES OF INTERNSHIP SITE

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

the Internship Site under this Agreement. Upon receipt of written notice of any matter for which indemnification might be claimed by the University or its officers, employees, representatives and agents, the Internship Site shall promptly defend, contest or otherwise protect against any such suit, action, investigation, claim or proceeding at its own cost and expense. The University may, but will not be obligated to, participate at its own expense in the proceeding, with counsel of its own choosing. Representation of the University shall be in compliance with the Commonwealth Attorneys Act.

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

#### III. MUTUAL TERMS AND CONDITIONS

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

the student enrolled at that time may continue his/her educational experience until it would have been concluded absent the termination.

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

[Remainder of page intentionally left blank]

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

Authorized Signature:	
Print Name/Title East Stroudsburg Area School District	
East Stroudsburg Area School District	Date
50 Vine St. East Stroudsburg, PA 18301	
Joanne Bruno Provost and Vice President for Academic Affairs, ESU	Date
Approved as to form and legality:	
University Legal Counsel (ESU)	Date

# Addendum

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

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

\$2,498.80 \$1,501.20 (Summer Pre-Season – Mid Winter Season)	\$ 5.25 (0.35% x 1501.20) \$ 114.84 (7.65% x 1501.20)	\$4,000.00	
Summer I – Fall I Tuition: Summer I – Fall I Stipend:	Summer I – Fall I Workmen's Compensation: Summer I – Fall I Social Security	Summer I – Fall I Invoice Amount:	

Spring I –Summer II Tuition:	\$2,498.80
Spring I –Summer II Stipend	\$1,501.20 (Mid Winter Season – End of Spring: June 1)
Spring I –Summer II Workmen's Compensation:	\$ 5.25 (0.35% x 1501.20)
Spring I –Summer II Social Security	\$ 114.84 (7.65% x 1501.20)
Spring I –Summer II Invoice Amount:	\$4,000.00
Total AY Invoice 2017 – 2018:	\$8,000.00

#### ATHLETIC TRAINING

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

THIS AGREEMENT, is made this 26 day of June, 2017, by and between EAST STROUDSBURG UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and East Stroudsburg Area School District – South High School (hereinafter "Internship Site").

#### **BACKGROUND**

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

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

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

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

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

#### I. <u>DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY</u>

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

- b. *Education of Student*. The University shall assume responsibility for the classroom education of the student. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, and graduation.
- c. *Term of Placement*. The student will work for Internship Site 20 hours per week during the term of this placement. The placement will include post-session (preseason athletics) and the subsequent fall, winter and spring sport seasons for the Internship Site.
- d. Submission of Name of Candidate. The University shall submit the name of the student to Internship Site or a designated representative at least 3 weeks prior to the practicum assignment.
- e. Designation of Representative. University shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the Internship Site in order to discuss, plan and evaluate experience of the student.
- f. Advising Student of Rights and Responsibilities. The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of Internship Site and should the student fail to abide by any policy/or procedure, he or she may be expelled from the Internship Site program. If it is necessary to terminate the student's participation in the clinical practice intern program, the policies and procedures of the University shall be followed. It is understood and agreed that while the student is providing athletic training services to the Internship Site, the student shall be under the direct supervision of the Internship Site, including the physician employed by Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.
- g. Professional Liability Insurance. The student shall be responsible for procuring professional liability insurance at his/her own expense. Only a Pennsylvania certified athletic trainer (or BOC® eligible student) with current professional liability insurance will be recommended. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the assistantship or residency. The Graduate Student will work within the scope of his/her job description and licensure status.

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

- seq. For purposes of this Agreement, it is understood and agreed that the student, while providing athletic training services to the Internship Site, is under the supervision of the Internship Site, including the physician employed by the Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.
- h. Prior to the rendering of services by the graduate student pursuant to this agreement, the student shall obtain and provide to the Internship Site all criminal and child abuse clearances and/or other records required by the Pennsylvania School code and/or other applicable statutes.

#### II. <u>DUTIES AND RESPONSIBILITIES OF INTERNSHIP SITE</u>

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

the Internship Site under this Agreement. Upon receipt of written notice of any matter for which indemnification might be claimed by the University or its officers, employees, representatives and agents, the Internship Site shall promptly defend, contest or otherwise protect against any such suit, action, investigation, claim or proceeding at its own cost and expense. The University may, but will not be obligated to, participate at its own expense in the proceeding, with counsel of its own choosing. Representation of the University shall be in compliance with the Commonwealth Attorneys Act.

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

#### III. MUTUAL TERMS AND CONDITIONS

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

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

[Remainder of page intentionally left blank]

<b>IN WITNESS WHEREOF,</b> the authorized representatives of the parties have executed this Agreement as of the date previously indicated.		
Authorized Signature:		
Print Name/Title East Stroudsburg Area School District		
East Stroudsburg Area School District	Date	
50 Vine St. East Stroudsburg, PA 18301		
Joanne Bruno Provost and Vice President for Academic Affairs, ESU	Date	
Approved as to form and legality:		

Date

University Legal Counsel (ESU)

# Addendum

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

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

\$2,498.80 \$1,501.20 (Summer Pre-Season – Mid Winter Season)	\$ 5.25 (0.35% x 1501.20) \$ 114.84 (7.65% x 1501.20)	\$4,000.00
Summer I – Fall I Tuition: Summer I – Fall I Stipend:	Summer I – Fall I Workmen's Compensation: Summer I – Fall I Social Security	Summer I – Fall I Invoice Amount:

\$2,498.80 \$1,501.20 (Mid Winter Season – End of Spring: June 1)	\$ 5.25 (0.35% x 1501.20) \$ 114.84 (7.65% x 1501.20)	\$4,000.00	\$8,000.00
Spring I –Summer II Tuition: Spring I –Summer II Stipend	Spring I –Summer II Workmen's Compensation: Spring I –Summer II Social Security	Spring I -Summer II Invoice Amount:	Total AY Invoice 2017 – 2018:

## AFFILIATION AGREEMENT FOR CLINICAL PRACTICE INTERNSHIP AND USE OF A FACILITY AS AN EXERCISE SCIENCE INTERNSHIP SITE

THIS AGREEMENT, is made this 26 day of June, 2017, by and between EAST STROUDSBURG UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and East Stroudsburg Area School District - North (hereinafter "Internship Site").

#### BACKGROUND

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

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

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

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

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

#### I. <u>DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY</u>

- a. Selection of Students. The University shall be responsible for the selection of a qualified clinical practice intern or resident (hereinafter "student") to participate in the practicum. The selected student must have the appropriate educational background and skills consistent with the contemplated educational experience offered by Internship Site. The individual will work with the athletic program at Internship Site. The Graduate Coordinator at ESU will select the student to be recommended to the Dean of the Graduate College for placement with the Internship Site.
- b. *Education of Student*. The University shall assume responsibility for the classroom education of the student. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, and graduation.

- c. *Term of Placement*. The student will work for Internship Site 10 hours per week during the term of this placement. The placement will include Fall, Spring semester and Summer session for the Internship Site.
- d. *Submission of Name of Candidate*. The University shall submit the name of the student to Internship Site or a designated representative at least 2 weeks prior to the practicum assignment.
- e. *Designation of Representative*. University shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the Internship Site in order to discuss, plan and evaluate experience of the student.
- f. Advising Student of Rights and Responsibilities. The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of Internship Site and should the student fail to abide by any policy/or procedure, he or she may be expelled from the Internship Site program. If necessary, the termination of the student from the clinical practice intern program will be done according to the policies and procedures of the University. It is understood and agreed that while the student is providing exercise science services to the Internship Site, the student shall be under the direct supervision of the Internship Site, including the Athletic Director employed by Internship Site.
- g. *Professional Liability Insurance*. The student shall be responsible for procuring professional liability insurance at his/her own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the assistantship or residency. The Graduate Student will work within the scope of their job description.
- h. Internship Site understands that, as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort claims Act, 42 Pa C.S.A. §§8521, et seq. For purposes of this Agreement, it is understood and agreed that the student, while providing Exercise Science services to the Internship Site, is under the supervision of the Internship Site.
- h. Prior to the rendering of services by the graduate student pursuant to this agreement, the student shall obtain and provide to the Internship Site all criminal and child abuse

clearances and/or other records required by the Pennsylvania School code and/or other applicable statutes.

#### II. DUTIES AND RESPONSIBILITIES OF INTERNSHIP SITE

- a. Establishment of Assistantship or Residency. Internship Site authorizes the use of its facilities as may be agreed upon by the Internship Site and the University as a practicum. This practicum is for a student enrolled in a graduate degree program at East Stroudsburg University. A description of the duties and responsibilities of the student will be developed by the appropriate individuals at the Internship Site, with a copy provided to the Graduate Coordinator from ESU.
- b. *Policies of Internship Site*. The Internship Site will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience. Internship Site will provide the University all the applicable information at least 2 weeks in advance of the student's participation.
- c. *Administration*. Internship Site will have sole authority and control over all aspects of student services, including appropriate supervision of the student. Internship Site will be responsible for and retain control over the organization, and operation of its programs.
- d. Removal of Noncompliant Student. Internship Site shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, Internship Site should immediately contact the responsible University contact.
- e. Designation of Representative. Internship Site shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate experience of the student.
- f. Supervision of Students. Internship Site shall provide a practicum site supervisor who will supervise student activities during the practicum. The student will be supervised by the Athletic Director of the Internship Site for the provision of all exercise science services. Internship Site agrees to indemnify and hold harmless the University, the State System of Higher Education and the Commonwealth and its officers, employees, representatives and agents, harmless from any and all liability, claims, demands and actions based upon and arising out of any activities performed by the student while under the supervision of the Internship Site under this Agreement. Upon receipt of written notice of any matter for which indemnification might be claimed by the University or its officers, employees, representatives and agents, the Internship Site shall promptly defend, contest or otherwise protect against any such suit, action, investigation, claim or proceeding at its own cost and expense. The University may, but will not be obligated to, participate at its own expense in the proceeding, with counsel of its own choosing. Representation of the University shall be in compliance with the Commonwealth Attorneys Act.

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

#### III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students*. The parties mutually agree that one student shall be assigned to the Internship Site for this assistantship or residency.
- b. Payment. The Internship Site shall pay the University \$3534.00 in two equal payments on the first day of the Fall and Spring Semesters and a third payment of \$2022.00 on the first day of the Summer Semester which shall be for part of the student's tuition at the prevailing rate (Fall, Spring, and Summer I), all of the graduate student stipend, reimbursement of social security and worker's compensation costs to the University. The stipend is calculated based on the student providing Exercise Science services to the Internship Site as follows: Fall (150 hours), Spring (150 hours), and Summer I (60 hours). If Internship Site removes a student who fails to comply with its policies and procedures or terminates this Agreement, it is understood and agreed that there shall be reimbursement a proration of amounts due or payments made under this Agreement only for the time the student worked. If the student quits the program at the Internship Site, the University shall not be responsible for reimbursing any amounts paid under this Agreement.
- c. *Term of Agreement*. The term of this Agreement shall be one year(s) from the date of execution.
- d. Termination of Agreement. The University or the Internship Site may terminate this Agreement for any reason with ninety (90) days' notice. Either party may immediately terminate this Agreement in the event of a breach. However, should the Internship Site terminate this Agreement prior to the completion of an academic semester for other than a breach of the terms of this agreement or student's failure to follow applicable policy, the student enrolled at that time may continue his/her educational experience until it would have been concluded absent the termination.
- e. *Nondiscrimination*. The parties agree to continue their respective policies of nondiscrimination based on title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972

and other applicable laws, as well as the provisions of the Americans with Disabilities Act.

- f. *Interpretation of Agreement*. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- g. *Modification of Agreement*. This Agreement shall only be modified in writing with the same formality as the original Agreement.
- h. *Relationship of Parties*. The relationship between the parties to this Agreement to each other in that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture, employment or any other relationship, other than that of independent contractors.
- i. Liability. Neither of the parties shall assume any liabilities to each other, except as specifically provided in this Agreement. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth of Pennsylvania's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania or of the State System of Higher Education or the University.
- i. *Entire Agreement*. This Agreement represents the entire understanding between the parties. No other oral understandings or promises exist in regards to this relationship.

[Remainder of page intentionally left blank]

<b>IN WITNESS WHEREOF,</b> the authorized representatives of the parties have executed this Agreement as of the date previously indicated.		
Authorized Signature:		
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Date	
Joann Z. Bruno, JD Provost and Vice President for Academic Affairs, ESU	Date	-
Approved as to form and legality:		

Date

University Legal Counsel (ESU)

# AFFILIATION AGREEMENT FOR CLINICAL PRACTICE INTERNSHIP AND USE OF A FACILITY AS AN EXERCISE SCIENCE INTERNSHIP SITE

THIS AGREEMENT, is made this 2 cday of Jove, 2017, by and between EAST STROUDSBURG UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and East Stroudsburg Area School District - South (hereinafter "Internship Site").

#### BACKGROUND

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

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

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

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

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

#### I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. Selection of Students. The University shall be responsible for the selection of a qualified clinical practice intern or resident (hereinafter "student") to participate in the practicum. The selected student must have the appropriate educational background and skills consistent with the contemplated educational experience offered by Internship Site. The individual will work with the athletic program at Internship Site. The Graduate Coordinator at ESU will select the student to be recommended to the Dean of the Graduate College for placement with the Internship Site.
- b. *Education of Student*. The University shall assume responsibility for the classroom education of the student. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, and graduation.

- c. *Term of Placement*. The student will work for Internship Site 10 hours per week during the term of this placement. The placement will include Fall, Spring semester and Summer session for the Internship Site.
- d. Submission of Name of Candidate. The University shall submit the name of the student to Internship Site or a designated representative at least 2 weeks prior to the practicum assignment.
- e. *Designation of Representative*. University shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the Internship Site in order to discuss, plan and evaluate experience of the student.
- f. Advising Student of Rights and Responsibilities. The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of Internship Site and should the student fail to abide by any policy/or procedure, he or she may be expelled from the Internship Site program. If necessary, the termination of the student from the clinical practice intern program will be done according to the policies and procedures of the University. It is understood and agreed that while the student is providing exercise science services to the Internship Site, the student shall be under the direct supervision of the Internship Site, including the Athletic Director employed by Internship Site.
- g. Professional Liability Insurance. The student shall be responsible for procuring professional liability insurance at his/her own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the assistantship or residency. The Graduate Student will work within the scope of their job description.
- h. Internship Site understands that, as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort claims Act, 42 Pa C.S.A. §§8521, et seq. For purposes of this Agreement, it is understood and agreed that the student, while providing Exercise Science services to the Internship Site, is under the supervision of the Internship Site.
- h. Prior to the rendering of services by the graduate student pursuant to this agreement, the student shall obtain and provide to the Internship Site all criminal and child abuse

clearances and/or other records required by the Pennsylvania School code and/or other applicable statutes.

#### II. DUTIES AND RESPONSIBILITIES OF INTERNSHIP SITE

- a. Establishment of Assistantship or Residency. Internship Site authorizes the use of its facilities as may be agreed upon by the Internship Site and the University as a practicum. This practicum is for a student enrolled in a graduate degree program at East Stroudsburg University. A description of the duties and responsibilities of the student will be developed by the appropriate individuals at the Internship Site, with a copy provided to the Graduate Coordinator from ESU.
- b. *Policies of Internship Site*. The Internship Site will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience. Internship Site will provide the University all the applicable information at least 2 weeks in advance of the student's participation.
- c. *Administration*. Internship Site will have sole authority and control over all aspects of student services, including appropriate supervision of the student. Internship Site will be responsible for and retain control over the organization, and operation of its programs.
- d. Removal of Noncompliant Student. Internship Site shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, Internship Site should immediately contact the responsible University contact.
- e. Designation of Representative. Internship Site shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate experience of the student.
- f. Supervision of Students. Internship Site shall provide a practicum site supervisor who will supervise student activities during the practicum. The student will be supervised by the Athletic Director of the Internship Site for the provision of all exercise science services. Internship Site agrees to indemnify and hold harmless the University, the State System of Higher Education and the Commonwealth and its officers, employees, representatives and agents, harmless from any and all liability, claims, demands and actions based upon and arising out of any activities performed by the student while under the supervision of the Internship Site under this Agreement. Upon receipt of written notice of any matter for which indemnification might be claimed by the University or its officers, employees, representatives and agents, the Internship Site shall promptly defend, contest or otherwise protect against any such suit, action, investigation, claim or proceeding at its own cost and expense. The University may, but will not be obligated to, participate at its own expense in the proceeding, with counsel of its own choosing. Representation of the University shall be in compliance with the Commonwealth Attorneys Act.

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

#### III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students*. The parties mutually agree that one student shall be assigned to the Internship Site for this assistantship or residency.
- b. Payment. The Internship Site shall pay the University \$3534.00 in two equal payments on the first day of the Fall and Spring Semesters and a third payment of \$2022.00 on the first day of the Summer Semester which shall be for part of the student's tuition at the prevailing rate (Fall, Spring, and Summer I), all of the graduate student stipend, reimbursement of social security and worker's compensation costs to the University. The stipend is calculated based on the student providing Exercise Science services to the Internship Site as follows: Fall (150 hours), Spring (150 hours), and Summer I (60 hours). If Internship Site removes a student who fails to comply with its policies and procedures or terminates this Agreement, it is understood and agreed that there shall be reimbursement a proration of amounts due or payments made under this Agreement only for the time the student worked. If the student quits the program at the Internship Site, the University shall not be responsible for reimbursing any amounts paid under this Agreement.
- c. *Term of Agreement*. The term of this Agreement shall be one year(s) from the date of execution.
- d. Termination of Agreement. The University or the Internship Site may terminate this Agreement for any reason with ninety (90) days' notice. Either party may immediately terminate this Agreement in the event of a breach. However, should the Internship Site terminate this Agreement prior to the completion of an academic semester for other than a breach of the terms of this agreement or student's failure to follow applicable policy, the student enrolled at that time may continue his/her educational experience until it would have been concluded absent the termination.
- e. *Nondiscrimination*. The parties agree to continue their respective policies of nondiscrimination based on title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972

and other applicable laws, as well as the provisions of the Americans with Disabilities Act.

- f. *Interpretation of Agreement*. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- g. *Modification of Agreement*. This Agreement shall only be modified in writing with the same formality as the original Agreement.
- h. Relationship of Parties. The relationship between the parties to this Agreement to each other in that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture, employment or any other relationship, other than that of independent contractors.
- i. Liability. Neither of the parties shall assume any liabilities to each other, except as specifically provided in this Agreement. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth of Pennsylvania's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania or of the State System of Higher Education or the University.
- i. *Entire Agreement*. This Agreement represents the entire understanding between the parties. No other oral understandings or promises exist in regards to this relationship.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the authorized representative Agreement as of the date previously indicated.	es of the parties have executed this
Authorized Signature:	
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Date
Joann Z. Bruno, JD Provost and Vice President for Academic Affairs, ESU	Date
Approved as to form and legality:	
University Legal Counsel (ESU)	Date

**818** 

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

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

THIS AGREEMENT is made this  $1\lambda^{\uparrow \uparrow}$  day of 1 = 2017, by and between:

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

#### AND

<u>David R. Gillingham</u> (the "Contractor") of <u>Newly Composed Band Piece for 7<sup>th</sup> & 8<sup>th</sup></u> Grade Band

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): ( . m p - sc a new piece for JTL 7'h d
grade bands. Conduct other ESASP south bands in his works. *
Location of Services: TTL /ESIAS-South
Effective Date: July 15th, 2017
Professional Fee:  a) Rate (Daily/Hourly/Other): \$  Time (Days/Hour/Other):  Total Cost: \$
b) Fixed Rate: \$ \$\\\\ \\$\\\\\\\\\\\\\\\\\\\\\\\\\\\
c) Are expenses included? YES NO If no, please itemize:
Budget Code: 10-1110-330-000-30-820-125-000-0000 Department: Instrumental Music
District Initiator: Kerin Hone Ell 21
Authorization for Payment: Date:
Purchase Order #

818

# EAST STROUDSBURG AREA SCHOOL DISTRICT Independent Contractor Agreement

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

THIS AGREEMENT is made this 3\ day of \( \frac{1}{20} \), 20\_1, by and between:

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

#### AND

Mad Science (the "Contractor") of

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):
up. up and Away assembly
Location of Services:
Resica Elementary School
Effective Date:
July 27, 2017
Professional Fee:  a) Rate (Daily/Hourly/Other): \$ Time (Days/Hour/Other):
b) Fixed Rate: \$ 400.00
c) Are expenses included? YES NO If no, please itemize:
Pudert Cada 14 1102 222 412 412 - 000 - 9192
Budget Code: 10-1192-330-412-10-215-000-Bepartment:
District Initiator:
Authorization for Payment: Date:

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# EAST STROUDSBURG AREA SCHOOL DISTRICT Independent Contractor Agreement

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

THIS AGREEMENT is made this 3 day of march 2017, by and between:
EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principal office located at 50 Vine St. East Stroudsburg, PA 18301
AND
Ted Michalauski (the "Contractor") of
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):	
- I Checimin O V Aloce 1 VII s	
Location of Services:	
Resica Elementary School	
Effective Date:  May 12. 2017	
Professional Fee:  a) Rate (Daily/Hourly/Other): \$ Time (Days/Hour/Other): \$ Total Cost: \$	
b) Fixed Rate: \$	
c) Are expenses included? YES NO If no, please itemize:	
10-1110-330-000-10-215-110-000 Department:  District Initiator: Man Man Man Department:	-
Authorization for Payment: Date:	

# EAST STROUDSBURG AREA SCHOOL DISTRICT Independent Contractor Agreement

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

**THIS AGREEMENT** is made this  $31^{th}$  day of May, 2017, by and between:

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

#### AND

#### Monroe County Conservation District (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 controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement

#### **SCHEDULE A**

Description of Service to be performed (be specific): By designing a one week Biology Through Ecology Unit to complement all levels of existing Biology I courses on the high school level, we hope to support the education of all Biology students prior to the Pennsylvania Biology Keystone Exam by providing an opportunity to experience enrichment activities both inside and outside the classroom environment. The target audience for this program includes all levels of students enrolled in a Biology I course and their teachers Location of Services: Students will participate in academic instruction that will be split between their Biology teacher and a Conservation District educator arranged within the ESHS-S building (classroom/board room). Students will then participate in a Field Experience Day where they will apply their knowledge of skills and understanding of concepts acquired during the academic instruction days. This field day will take place at the Brodhead Creek Park located on Rt. 191. Effective Date: Two different experiences will take place, one in the Fall Semester of the 2016-2017 school year. The second will take place during the Spring Semester of the 2016/2018 school year. Professional Fee: a) Rate (Daily/Hourly/Other): \$ b) Time (Days/Hour/Other): Total Cost: c) Fixed Rate: \$4,130.00 (half paid by MCCD, half by ESASD) d) Are expenses included? x YES NO If no, please itemize: Budget Code: 10-1110-513-000-30-820-180-000-0000 Department: Science -South District Initiator: Authorization for Payment: \_\_\_\_\_

Purchase Order #

#### East Stroudsburg South High School 10<sup>th</sup> grade "Biology Through Ecology" Proposal.

#### (2017-2018 school year)

#### Cost Breakdown

Classroom Instruction (60 students per class maximum)

Fall \$128.75 per class x 4 classes = \$515.00

Spring \$128.75 per class x4 classes = \$515.00Year Total \$1030.00

Field Instruction (110 students per class maximum)

Fall \$775.00 per class x 2 classes = \$1,550.00 Spring \$775.00 per class x 2 classes = \$1,550.00

Year Total \$3,100.00

Total per School Year

\$4,130.00

2016-2017 School Year We Propose the Following:

Monroe County Conservation District commitment \$2,065.00 East Stroudsburg School District \$2,065.00

# ALTERNATIVE EDUCATION FOR DISRUPTIVE YOUTH AGREEMENT FOR SERVICES

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

AND NOW, this \_30th\_\_ day of \_\_\_\_May\_\_\_\_, 2017, PA Treatment & Healing, with a principal place of operations located at 1536 Catherine Street, Williamsport, PA 17701, hereafter referred to as "PROVIDER", and the East Stroudsburg Area School District, with a principal place of operations located at 50 Vine Street, East Stroudsburg, PA 18301 hereafter referred to as "SCHOOL DISTRICT" enter into this Act 48 Program Agreement for Services ("Agreement"), as follows:

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

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

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

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

### I. DEFINITIONS

The following definitions apply regarding the text of this Agreement:

- A. "TERM" For purposes of this Agreement, "Term" shall be defined as the 2017-2018 School Year:
- B. "PROGRAM" For purposes of this Agreement, "Program" shall be defined as the PROVIDER Alternative Education for Disruptive Youth Program;
- C. "SCHOOL DISTRICT" For purposes of this Agreement, "SCHOOL DISTRICT" shall collectively be defined as all schools of the above referenced School District, acting by and through their authorized employees, agents and representatives; and
- D. "STUDENT" For purposes of this Agreement, "Student" shall be defined as an individual, enrolled in either middle school or high school, at SCHOOL DISTRICT who has been designated by the SCHOOL DISTRICT as a "disruptive youth" in accordance with the Act.

# II. MATRICULATION RIGHTS

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

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

# III. COMPLIANCE WITH DEPARTMENT OF EDUCATION GUIDELINES

A. During the entire term of this Agreement, PROVIDER and SCHOOL DISTRICT warrant to each other that they shall

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both be and remain in compliance with all applicable guidelines, requirements and mandates issued by the Commonwealth of Pennsylvania, Department of Education, or any other applicable statute or ordinance regarding all aspects of the Act 48 Program referenced herein.

B. PROVIDER warrants that it shall be and remain an approved private provider of alternative educational services for disruptive youth, as defined in the Act, during the entire term of this Agreement. PROVIDER shall provide to SCHOOL DISTRICT, upon receipt of written request, a true and correct copy of the original Pennsylvania Department of Education approvals.

# IV. FACILITIES

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

# V. ENVIRONMENTAL HEALTH AND SAFETY

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

# VI. SCHOOL FOOD SERVICE

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

### VII. STAFFING

- A. PROVIDER warrants that all members of its staff, in accordance with company policy, are 21 years of age or older.
- B. In accordance with state regulations, PROVIDER requires all employees to provide proof of an examination by a licensed physician including verification that the employee has no communicable diseases and has been tested for tuberculosis. Verification of this examination shall be recorded in personnel files.
- C. In accordance with company policy, all staff members are required to provide proof that they are citizens of the United States or hold a United States Immigration Services visa. This information is verified before an individual is hired and is on record in their personnel file
- D. PROVIDER warrants that all members of its staff are required to have child abuse, criminal history clearances as a condition of employment in accordance with 23 Pa. C.S. §§ 6301-6385 (relating to the Child Protective Services Law), and 24 P.S. §§ 1-111 (relating to Background checks of prospective employees). These clearances must be renewed upon hire and then every 3 years thereafter.
- E. It shall be the responsibility of PROVIDER to assure that employees have background clearances, including an FBI clearance, as required by 24 P.S. § 1-111 and 23 P.S. § 6354. PROVIDER understands that the failure to maintain appropriate background clearances of employees shall be grounds for termination of the Department of Education approval as an alternative education provider.

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

# VIII. STUDENT ATTENDANCE

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

# IX. STUDENT RECORDS AND REPORTS

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

- d. Previous school records; and
- e. Other pertinent documentation as required by the Pennsylvania Department of Education.
- 2. Testing and Results
- 3. Health Records, which shall be forwarded to PROVIDER by the SCHOOL DISTRICT.
- 4. Miscellaneous Includes monthly behavioral assessments, incident reports, etc.
- C. Review of students' records will be provided as follows:
  - 1. PROVIDER will forward progress reports to the SCHOOL DISTRICT monthly and quarterly. Such reports shall contain any and all information requested and shall be submitted within two weeks of the due date.
  - 2. A quarterly review of the student's progress shall be provided to the parent or guardian, and school district representative.
  - 3. This review shall occur more frequently at the discretion of the SCHOOL DISTRICT.
  - 4. SCHOOL DISTRICT representatives are encouraged to visit students during program hours.
  - 5. SCHOOL DISTRICT and PROVIDER ensure a periodic review, at a minimum at the end of every semester, for reviewing progress and or returning students to the regular classroom setting. This review shall be conducted during conferences, at a mutually convenient location, with PROVIDER, SCHOOL DISTRICT staff and parents/guardians of the student.

### X. TRANSPORTATION

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

# XI. REQUIREMENTS UNDER SAFE SCHOOLS

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

# XII. SCHOOL HEALTH SERVICES

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

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

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

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

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

# XIII. ACADEMIC STANDARDS AND ASSESSMENTS

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

### XIV. SPECIAL EDUCATION SERVICES AND PROGRAMS

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

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

# XV. IDENTIFICATION OF ELIGIBLE STUDENTS

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

# XVI. EXEMPTION FROM STATUTORY REQUIREMENTS

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

# XVII. HOLD HARMLESS PROVISION - INDEMNIFICATION

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

# XVIII. INSURANCE

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

### XIX. INSOLVENCY OF SCHOOL DISTRICT

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

# XX. CONFIDENTIALITY

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

# XXI. TERMINATION

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

- 5. Violations of any provisions of state or federal law from which the SCHOOL DISTRICT has been exempted; the SCHOOL DISTRICT or their Board of School Directors has been indicted for and convicted of fraud.
- D. All contractual matters relating to the provision of the service by PROVIDER shall, upon termination by either party, be settled within thirty (30) days of the date of termination by the rendering of a bill marked "final bill" by PROVIDER to the SCHOOL DISTRICT.

# XXII. ASSIGNMENT

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

# XXIII. COMPLIANCE

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

# XXIV. SEPARABILITY

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

# XXV. NON-DISCRIMINATION CLAUSE

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

# XXVI. ANNUAL REPORT

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

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

# XXVII. JURISDICTION AND VENUE

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

# XXVIII. MISCELLANEOUS

- A. This Agreement may be executed in counterpart. Scanned and emailed copies of signatures shall serve as acceptable substitutes for original signatures, and shall be legally binding. By executing this Agreement, each party hereto ratifies that all necessary Board action has been approved and obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes.
- B. All notices or requests, as outlined in this Agreement, shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the addresses set forth in the Agreement.

# XXIX. MODIFICATION

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

# XXX. ENTIRE AGREEMENT

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

# XXXI. PAYMENT POLICY

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

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

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

ATTEST:	East Stroudsburg Area School District
Secretary	Authorized Signature / Title

ATTEST:

PA Treatment & Healing

Tonia L. Guffey Corporate Business Manager

Tonia & Guffey

# PA TREATMENT & HEALING ALTERNATIVE EDUCATION PROGRAM EAST STROUDSBURG CENTER 2017-2018

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1 & 4 Labor Day (No School)

9 K-8 Staff Development 9-12 Conferences (No School)

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20-21 K-8 Staff Development 9-12 Conferences (No School)

22 K-12 Teacher In-Service (No School)

23-27 Thanksgiving Holiday (No School)

22-25 Christmas Holiday (No School)

26-28 Winter Recess (No School)

29 New Year's Eve Holiday (No School)

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 New Year's Holiday (No School)

15 Martin Luther King Jr. Day (No School)

16 K-8 Staff Development 9-12 Curriculum Planning (No School)

19 Presidents' Day Holiday (No School)

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5 K-12 Conferences (No School)

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2 Spring Recess (No School)

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28 Memorial Day (No School)

Last Student Day (Tentative) Early Dismissal

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= Early Dismissal

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# 2017-2018 AGREEMENT FOR SERVICES ADDENDUM

Approved Private Provider: PA Treatment & Healing (PATH)

This ADDENDUM is effective for the 2017-2018 school year with PA Treatment & Healing, an Act 48 Approved Private Provider.

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

PROVIDER shall assess per diem rates as follows:

PATH CENTER	Days of instruction are in accordance with the following public school calendar:	2017-2018 DAILY TUITION RATE
EAST STROUDSBURG	East Stroudsburg School District	\$81

PATH CENTER	Days of instruction are in accordance with the following public school calendar:	2017-2018 Special Education AEDY rate per day
EAST STROUDSBURG	East Stroudsburg School District	\$86

# EAST STROUDSBURG AREA SCHOOL DISTRICT Independent Contractor Agreement

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

THIS AGREEMENT is made this 02 day of June, 2017, by and between:

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

# AND

<u>Bill and Donna Petterson</u> (the "Contractor") of Mad Science of Lehigh Valley <u>Easton</u>, <u>PA</u>

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): Mad Science will present a hands-on assembly for students and parents as part of JM Hill Title I Parent Involvement. Mad Science will conduct 3 student workshops as part of the JM Hill Title I Summer Program. Location of Services: J.M. Hill Elementary School 151 E. Broad Street East Stroudsburg, PA 18301 Effective Date: July 19, 2017 Mad Science Assembly August 1, 2017 Mad Science Workshops Professional Fee: a) Rate (Daily/Hourly/Other): \$ \_\_\_\_\_ Time (Days/Hour/Other): Total Cost: b) Fixed Rate: \$ 400 for student/parent assembly plus \$200 per student workshop for total not to exceed \$1,000. X YES c) Are expenses included? NO If no, please itemize: Budget Code: \$400.00 10-3310-330-412-10-213-000-000-9192 Department: J.M. Hill Elementary School Title I Parent Involvement Budget Code: \$600.00 10-1192-330-412-10-213-000-000-9192 Department: J.M. Hill Elementary School Title I Summer Program District Initiator: MMULL World Authorization for Payment: Date: Purchase Order #

# (570) 242-4019 Dawn Donald Client Class of 2018 Catherine Malvagno Address 257 Timberwolf Drive City Dinamans Ferry State PA zip 18328 Phone <u>576 828-1460</u> Date Contracted <u>2/5/17</u> Date of Affair 5/5/18 Day SAT Location Genetti Manor Total Hours Contracted 5 hrs. Start Time: 5:00 PM End Time: 10:00 PM Number of Guests: 300 + - Age Range: 17 - 18 For the Fee of: \$ Non-Refundable Deposit: \$ 50000 Overtime Rate: \$ IF THIS AGREEMENT IS BREACHED, DAMAGES SHALL NOT EXCEED THE AMOUNT DUE

Robert Prothro

UNDER THIS AGREEMENT. ROBERT PROTHRO SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OR FAILURE TO PERFORM DUE TO "ACTS OF GOD" OR ANY EVENT OUTSIDE OF HIS CONTROL. CLIENTS SHALL WAIVE ANY CLAIMS AGAINST ROBERT PROTHRO FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE SUFFERED IN CONNECTION WITH ROBERT PROTHRO, HEREUNDER.

ROBERT PROTHRO: KA

MAKE CHECKS PAYABLE TO: ROBERT PROTHRO \*\*\*Worksheets must be submitted at least three (3) weeks prior to the function or we cannot guarantee "Special Music Requests".\*\*\*

# EAST STROUDSBURG AREA SCHOOL DISTRICT

Phone: (570) 424-8500 – Fax (570) 421-4968 **Contract for In-District Services** 

JUN 0:6 2017

Name of Provider: <u>Taylor Quire</u>
Employee # <u>5545</u>
Date(s) of Services: <i>July 17-20, 2017 and July 24-27, 2017</i>
Title of Presentation/Service: <u>Title I Summer Reading/STEM Program</u>
Purpose of Presentation/Service: <i>Substitute Teacher</i>
Total Time Required for Presentation/Service: Up to 8 program days, not to
exceed a total of 48 hours
Presentation/Service Facility: JM Hill Elementary School (may be requested by
other elementary buildings in the event of an emergency)
Maximum Number of Participants: <u>n/a</u>
Presentation/Service Rate: \$28.56 per hour
Total Estimated Cost of Proposed Presentation/Service: Not to exceed \$1,370.88
Budget Account Number to be charged: <i>Title I: 10-1420-120-440-10-00-92</i>
(Munis #: 10-1192-121-412-10-213-000-205-9192)
Audio/Visual Equipment Needed: <u>n/a</u>
Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.  If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the provider.  Signature of Initiator:  Initiator sends to Provider:  Provider sends to Assistant Superintendent for Curriculum & Instruction  Approvals:  Assistant Superintendent  For Curriculum & Instruction:  Send to the Superintendent's Officer  After Paccel Approval
After Board Approval Date
Superintendent:
Send back to the Initiator DATE
Upon Completion of Presentation/Service the Initiator will complete.
Comments on services
Total due provider Approved for payment
Initiator will distribute the copies:
Business Office (payroll) for payment
Human Resources – Place in Presenter's File
Staff Development Secretary Initiator To Superintendent's Office (a-7-17)
☐ Initiator To Superintendent's Office 6-7-17

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

# Contract for In-District Services

Name of Provider:Taylor Quire
Employee # <u>5545</u>
Date(s) of Services: July 10-13, 2017 and July 31 - August 3, 2017
Title of Presentation/Service: <u>Title I Summer Reading/STEM Program</u>
Purpose of Presentation/Service: Paraprofessional Substitute
Total Time Required for Presentation/Service: 4.5 hours per day for up to 8
program days. Not to exceed a total of 36 hours.
Presentation/Service Facility: JM Hill Elementary
Maximum Number of Participants: n/a
Presentation/Service Rate: \$11.00* per hour (*2016-17 contractual sub rate)
Total Estimated Cost of Proposed Presentation/Service: Not to exceed \$396.00
Budget Account Number to be charged: <i>Title I: 10-1420-190-440-10-00-92</i>
(Munis #: 10-1192-191-412-10-213-000-902-9192)
Audio/Visual Equipment Needed: <u>n/a</u>
Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items. If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the provider.
Signature of Initiator:  Initiator sends to Provider to sign  DATE
Signature of Provider:  Provider sends to Assistant Superintendent for Curriculum & Instruction  5/29/17  DATE
Approvals:
Assistant Superintendent
For Curriculum & Instruction:  Send to the Superintendent's Office  DATE
After Board Approved Board Approval Date
Superintendent:
DATE
Upon Completion of Presentation/Service the Initiator will complete.
Comments on services
Total due provider Approved for payment
Initiator will distribute the copies:
Business Office (payroll) for payment  Hymer Personness Place in Property's File
<ul><li>Human Resources – Place in Presenter's File</li><li>Staff Development Secretary</li></ul>
Provider To Superintendent's Office $6-7-17$

# EAST STROUDSBURG AREA SCHOOL DISTRICT

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

# **Contract for In-District Services**

Name of Provider: Maureen Seidel Employee # <u>2091</u>	
Date(s) of Services: August 16, 2017 Title of Presentation/Service: Breakout EDU Purpose of Presentation/Service: staff development Total Time Required for Presentation/Service: 2.5 hours	
Presentation/Service Facility: Smithfield Training Room Maximum Number of Participants: 30 Presentation/Service Rate: \$200 Total Estimated Cost of Proposed Presentation/Service: Budget Account Number to be charged: 10-2271-16	
Budget Account Number to be charged: 10-20/1-10 Audio/Visual Equipment Needed: projector	10 -000-10-00-0-
Attach supply requisitions for suggested materials. Purchase Orders will large the supply requisition for suggested materials. Purchase Orders will large the participation or if there is in paid to the provider.	be issued for approved items, inclement weather, no fee will be
Signature of Initiator: Mann Wiscord Initiator sends to Provider to sign	6/9/17 DATE
Signature of Provider: Maween G Stidel Provider sends to Assistant Superintendent for Curriculum & Instruction	G/9/17 DATE
Approvals: Assistant Superintendent For Curriculum & Instruction:	6/12/17
Send to the Superintendent's Office	DATE
After Board Approved	Board Approval Date
Superintendent:	DATE
Upon Completion of Presentation/Service the Initiator will cor Comments on services	
Total due provider _ Approved for paymentic to a silicon	ent
nitiator will distribute the copies:  Business Office (payroll) for payment Human Resources – Place in Presenter's File Staff Development Secretary Initiator Provider	

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# INDEPENDENT CONTRACTOR AGREEMENT School Psychologist

This independent contractor agreement (the "Agreement") is made on this 19<sup>th</sup> day of June, 2017 by and between Dr. Richard A. Shillabeer, an independent contractor, state and nationally certified as a school psychologist ("PSY"), and the East Stroudsburg Area District, a Pennsylvania School District ("DISTRICT") (collectively, the "Parties").

# **RECITALS**

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

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

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

# I. IDENTIFICATION OF THE PARTIES.

A. PSY is identified as follows:

Richard A. Shillabeer

Tax ID Number: 159665913 Certification Number: 07637360

Sole Proprietor

155 Columbia Street Duryea, PA 18642 570.466.5870

B. DISTRICT is identified as follows:

East Stroudsburg Area School District

Attn: Ms. Lynda Hopkins Director of Pupil Services 9-12 50 Vine Street East Stroudsburg, PA 18301

# II. ENGAGEMENT.

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

# III. INDEPENDENT CONTRACTOR STATUS.

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

# IV. COMPENSATION.

DISTRICT will make a one-time payment up to \$4000.00 as set forth in Exhibit A. The DISTRICT agrees to be responsible for payment in full upon the completion of the IEE report. In the case of the student withdrawing, leaving, or no longer being in attendance within the DISTRICT prior to the completion of the evaluation, the DISTRICT will be responsible for prorated payment at the rate of \$150.00 per hour based upon submitted documentation to the DISTRICT. PSY will be reimbursed for the services within 45 calendar days from the DISTRICT's receipt of the completed IEE report.

# V. TERM AND TERMINATION.

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

# VI. PROMISES AND REPRESENTATIONS OF PSY.

A. PSY will provide and render the services in accordance with the standards directed and established by the DISTRICT and shall comply with the policies, rules, and regulations of the state of PA in regards to psychoeducational evaluations and recommendations. PSY shall provide the services in accordance with the ethical standards and practices of the American Psychological Association and the National Association of School Psychologists.

- B. PSY will comply with the requirements of ACT 34, ACT 151, and ACT 114 requiring background and criminal checks prior to conducting any evaluation of students. Current copies of all clearances will be provided to the DISTRICT at its request.
- C. PSY will maintain adequate and current records for individuals to whom PSY provides the services; PSY will retain the testing protocols to protect confidentiality of testing instruments and client records. All records will be purged following one year from the completion date of the evaluation.
- D. PSY agrees not to provide or release any draft versions of the evaluation prior to the completion of the evaluation; PSY will release the final evaluation report to both the DISTRICT and PARENT(S) simultaneously.

# VII. MALPRACTICE INSURANCE.

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

Current Policy #: 5001-3127 (Darwin National Assurance Company) Policy Dates: 04/01/17 - 04/01/18

# VIII. CONFIDENTIALITY.

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

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

PSY:

**DISTRICT:** 

Richard A. Shillabeer, Psy.D.

East Stroudsburg Area School District

PA Certified School Psychologist Nationally Certified School Psychologist Licensed Professional Counselor Diplomate, American Board of School Neuropsychology

seewound. A Consolary

# **EXHIBIT A**

# **PSY SERVICES**

# Services

# Compensation

Independent Educational Evaluation

- I. Cognitive Functioning (Cognitive Conceptualization, Cognitive Expression, and Cognitive Association)
- II. Sensory Motor Skills
- III. Visual Processing
- IV. Auditory Processing/Phonological Processing
- V. Attentional Processing/Executive Functioning
- VI. Academic Achievement

Evaluation Assessments/Scoring/Interpretation

Report Writing

Review of educational records

Communication with parent(s) and school district staff

Classroom observation(s)

Teacher/Specialist Input(s)/Interview(s)

Parent/Student Input(s)/Interview(s)

Behavior Rating Scales/Socio-Emotional Assessment

- \*PSY will provide a **copy** of all assessment protocols utilized for the IEE to the DISTRICT with the final report.
- \*DISTRICT will provide PSY a copy of all current and previous DISTRICT protocols utilized for assessments and for all current and past progress monitoring as part of the record request for the review of records.
- \*All services covered by this agreement with the exception of the classroom observation will be done outside of the District.

<sup>\*</sup>As executed on the date first written above, the DISTRICT will compensate the PSY at a fee up to \$4000.00 in a one-time payment to complete a comprehensive IEE. (student - CL)

# EAST STROUDSBURG AREA SCHOOL DISTRICT

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

JUN 0.6 2017

Contract for In-District Services
Name of Provider: Billie Kay Trauschke
Employee #
Date(s) of Services: Up to a total of 9 days, July 10, 2017 through August 3,
2017 (excludes 7 days teaching Art)
Title of Presentation/Service: <u>Title I Summer Reading/STEM Program</u>
Purpose of Presentation/Service: Substitute Teacher
Total Time Required for Presentation/Service: Not to exceed a total of 54 hours
Presentation/Service Facility: Middle Smithfield Elementary School (may be
requested by other elementary buildings in the event of an emergency)
Maximum Number of Participants: n/a
Presentation/Service Rate: \$28.56 per hour
Total Estimated Cost of Proposed Presentation/Service: Not to exceed \$1,542.24
Budget Account Number to be charged: <i>Title I: 10-1420-120-440-10-00-92</i>
(Munis #: 10-1192-121-412-10-214-000-205-9192)
Audio/Visual Equipment Needed: <u>n/a</u>
Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items. If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the provider.
Signature of Initiator: Angela Byrne Initiator sends to Provider to sign
Signature of Provider:  Provider sends to Assistant Superintendent for Curriculum & Instruction  DATE
Approvals:
Assistant Superintendent
For Curriculum & Instruction:  Send to the Superintendent's Office  DATE
After Board Approved Board Approval Date
Superintendent:
Superintendent:
Upon Completion of Presentation/Service the Initiator will complete.
Comments on services
Total due provider Approved for payment
Total due provider Approved for payment Initiator will distribute the copies:
Business Office (payroll) for payment
Human Resources – Place in Presenter's File  Staff Development Secretary
Initiator Institutor
$\square$ Provider $\square$

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

# **Contract for In-District Services**

Name of Provider: Shawn Wescott

Employee #7319

Date(s) of Services: August 16, 2017

Title of Presentation/Service: Organizing and Teaching in a Paperless Classroom

Purpose of Presentation/Service: staff development Total Time Required for Presentation/Service: 2.5 hours Presentation/Service Facility: Smithfield Training Room

Maximum Number of Participants: 30 Presentation/Service Rate: \$200

Total Estimated Cost of Proposed Presentation/Service: \$200

Budget Account Number to be charged: 10-2271-120-000-10-00-04

Audio/Visual Equipment Needed: projector

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items. If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the provider.

Signature of Initiator: Mauren C. Slide	J 6/9/17
Initiator sends to Provider to sign	DATE
Signature of Provider:  Provider sends to Assistant Superintendent for Curriculum & Instruction	6/9/17 DATE
Approvals:	
Assistant Superintendent	1.117
For Curriculum & Instruction:	6/12/1
Send to the Superintendent's Office	DATE
After Board Approved	Board Approval Date
Superintendent:	
Send back to the Initiator	DATE

Upon Completion of Presentation/Service the Initiator will complete.

Comments on services

Total due provider

\_ Approved for payment

Initiator will distribute the copies:

- ☐ Business Office (payroll) for payment
- ☐ Human Resources Place in Presenter's File
- ☐ Staff Development Secretary
- □ Initiator
- □ Provider

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(1)

# LETTER OF AGREEMENT

# Between CARBON-MONROE-PIKE DRUG AND ALCOHOL COMMISSION, INC. And the EAST STROUDSBURG AREA SCHOOL DISTRICT FOR DRUG AND ALCOHOL

# PRIMARY PREVENTION AND STUDENT ASSISTANCE PROGRAM (SAP) INTERVENTION SERVICES

- 1. Frequency of Services Provided: The Commission will assign a Drug & Alcohol Prevention Specialist (DAPS) to the School District, who will provide in-school drug and alcohol PRIMARY prevention and SAP/Intervention services three days per week over 38 weeks of the school year.
- 2. The Designated Contacts for this Agreement:
  - a. The Commission's Assistant Administrator, Rob Mikulski, shall be the designated contact person for this agreement. Mr. Mikulski can be reached at (570) 421-1960, Extension 2720 or by e-mailing him at: rmikulski@cmpda.cog.pa.us The School District's designated as-

. The School District's designate	ed contact person shall be: (Please Complete)
Name (please print)	
Phone Number & Extension	
E-mail Address:	

- 3. <u>DAPS Prevention/SAP Responsibilities</u>: The assigned DAPS shall provide the following services in accordance with guidelines set by the Pennsylvania Department of Drug and Alcohol Programs (DDAP):
  - a. In-school consultation services on the District's prevention and intervention plans
  - b. Consultation to SAP Core Teams, families and students regarding the need for referral to community or school-based services and supports or referral for D&A Assessment to determine the need for treatment
  - c. Participate in parent/teacher and consultation meetings as necessary and maintain data for required reporting as determined by DDAP
  - d. Facilitate school-based D&A individual and/or group primary prevention/education services
  - e. Facilitate school-based D&A prevention programming
  - f. In-school consultation services for the District's Student Assistance Program (SAP) team. It is the Commission's expectation that the designated DAPS will attend SAP Core Team meetings
  - g. Participate in SAP Core Team Maintenance
  - h. D&A screening for students and when necessary facilitate referral to drug and alcohol treatment or other appropriate student/family support services
  - i. Facilitate and support the school-based aftercare plan for students who may be returning to school from treatment and collaborate with other agency providers
- 4. <u>District Responsibilities</u>: It shall be the responsibility of the District to supply the assigned DAPS with a detailed description of the District's prevention/intervention plans as well as a specific description of the policy & procedure to be followed in delivering these prevention/intervention services. It is herein understood that it shall be the responsibility of the District to:
  - a. Coordinate primary prevention program activities with the DAPS
  - b. Refer at-risk students to the DAPS through the SAP team process. This shall include referral for individual or group intervention activities, screenings or any other requested services.
  - c. Coordinate the identified student's schedules for screening and intervention services
  - d. Provide adequate office space for the DAPS assigned to the District
- 5. <u>Conflict Resolution</u>: It is assumed that, if and when appropriate, the DAPS and the SAP team members themselves shall make a good faith effort to resolve any conflict that may arise between them during the provision of these services. In the event that the DAPS or SAP team fails in their effort to resolve their differences, or if the matter is deemed to be inappropriate for discussion between these two parties then the following procedure will be followed:

- a. The SAP team members or DAPS shall inform the designated "Contacts" for this agreement of their unresolved conflict.
- b. The designated Contacts shall attempt to facilitate an agreeable mediation of the conflict between the DAPS and SAP team within five (5) business days of the notification.
- c. If the problem cannot be resolved within the prescribed time frame then it shall be referred to the Commission's Executive Director and/or corresponding school district administration for final disposition.
- 6. <u>Confidentiality Requirements</u>: State and Federal law prohibits the disclosure and re-disclosure of confidential information gathered as a result of the screening, assessment or intervention activities conducted by any of the Commission's DAPS, without the specific written consent of the person to whom it pertains. A release of information from the Commission, signed by the service Consumer, is necessary to facilitate the exchange of any and all information:
  - a. The District acknowledges that in receiving, storing, processing, or otherwise dealing with any information from the DAPS about the students in the Program is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2.
  - b. The District undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2.
- 7. Communication & Technology Use: All of the DAPS have Commission based e-mail and voice mail at their disposal. It is the Commission's expectation that the District and the DAPS will use these resources to augment face-to-face or written communications. To the extent that computer/telephone equipment is available and where District policy allows, the Commission herein requests that the DAPS be granted access to a telephone and/or the Internet from a computer station at the assigned District in order that he/she be able to access these communication resources. The Commission would prefer that the District not assign the DAPS a district based e-mail address.
- 8. <u>Interruption of Service due to DAPS Family or Medical Leave of Absence or Other Unforeseen Circumstance</u>: The total amount of days lost to the school district after two-weeks or ten (10) school days of consecutive absence shall be subtracted from the school district's payment, unless another acceptable coverage arrangement can be negotiated between the designated contacts.
- 9. <u>Annual Reimbursement</u>: The School District agrees to reimburse the Commission the maximum amount of \$21,000.00 for provision of the services described herein. The Commission will generate an invoice for these services three times during the school year (October, December and March).
- 10. Term of this Agreement: This agreement shall be in effect from September 5, 2017 to May 25, 2018.

The above-enumerated conditions will constitute the basis of this Agreement. Should any area be in need of negotiation, it will be the responsibility of both parties to reach an agreement. In the event that the School District is unable to provide funding for these services or, if the Commission is unable to provide the described services, this Agreement may be terminated in thirty days.

Andrew 10.1 ID 10'	
Authorized School Personnel Signature	Date
D.L. D.L.	
Print Name and Title	
Car fr	
Jamie Drake, Executive Director CMP D&A Commission, Inc.	Date 5/3//
1/	

# ATHLETIC TRAINING

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

THIS AGREEMENT, is made this 26 day of June, 2017, by and between EAST STROUDSBURG UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and East Stroudsburg Area School District – J.T. Lambert Intermediate School (hereinafter "Internship Site").

# **BACKGROUND**

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

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

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

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

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

# I. <u>DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY</u>

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

- b. *Education of Student*. The University shall assume responsibility for the classroom education of the student. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, and graduation.
- c. *Term of Placement*. The student will work for Internship Site 20 hours per week during the term of this placement. The placement will include post-session (preseason athletics) and the subsequent fall, winter and spring sport seasons for the Internship Site.
- d. Submission of Name of Candidate. The University shall submit the name of the student to Internship Site or a designated representative at least 3 weeks prior to the practicum assignment.
- e. *Designation of Representative*. University shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the Internship Site in order to discuss, plan and evaluate experience of the student.
- f. Advising Student of Rights and Responsibilities. The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of Internship Site and should the student fail to abide by any policy/or procedure, he or she may be expelled from the Internship Site program. If it is necessary to terminate the student's participation in the clinical practice intern program, the policies and procedures of the University shall be followed. It is understood and agreed that while the student is providing athletic training services to the Internship Site, the student shall be under the direct supervision of the Internship Site, including the physician employed by Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.
- g. Professional Liability Insurance. The student shall be responsible for procuring professional liability insurance at his/her own expense. Only a Pennsylvania certified athletic trainer (or BOC® eligible student) with current professional liability insurance will be recommended. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the assistantship or residency. The Graduate Student will work within the scope of his/her job description and licensure status.

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

- seq. For purposes of this Agreement, it is understood and agreed that the student, while providing athletic training services to the Internship Site, is under the supervision of the Internship Site, including the physician employed by the Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.
- h. Prior to the rendering of services by the graduate student pursuant to this agreement, the student shall obtain and provide to the Internship Site all criminal and child abuse clearances and/or other records required by the Pennsylvania School code and/or other applicable statutes.

# II. DUTIES AND RESPONSIBILITIES OF INTERNSHIP SITE

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

the Internship Site under this Agreement. Upon receipt of written notice of any matter for which indemnification might be claimed by the University or its officers, employees, representatives and agents, the Internship Site shall promptly defend, contest or otherwise protect against any such suit, action, investigation, claim or proceeding at its own cost and expense. The University may, but will not be obligated to, participate at its own expense in the proceeding, with counsel of its own choosing. Representation of the University shall be in compliance with the Commonwealth Attorneys Act.

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

# III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students*. The parties mutually agree that one student shall be assigned to the Internship Site for this assistantship or residency.
- b. Payment. The Internship Site shall pay the University \$22,094 in two equal payments on the first day of the Summer and Spring Semesters which shall be for part of the student's tuition at the prevailing rate (Summer I, Fall, Spring, and Summer II), all of the graduate student stipend, reimbursement of social security and worker's compensation costs to the University. The stipend is calculated based on the student providing athletic training services to the Internship Site as follows: Summer I (60 hours), Fall (300 hours), Spring (300 hours), and summer II (60 hours). If Internship Site removes a student who fails to comply with its policies and procedures or terminates this Agreement, it is understood and agreed that there shall be reimbursement at a proration of amounts due or payments made under this Agreement only for the time the student worked. If the student quits the program at the Internship Site, it is understood and agreed that there shall be reimbursement at a proration of amounts due or payments made under this Agreement only for the time the student worked.
- c. Term of Agreement. The term of this Agreement shall be one year(s) from the date of execution.
- d. Termination of Agreement. The University or the Internship Site may terminate this Agreement for any reason with ninety (90) days' notice. Either party may immediately terminate this Agreement in the event of a breach. However, should the Internship Site terminate this Agreement prior to the completion of an academic semester for other than a breach of the terms of this agreement or student's failure to follow applicable policy,

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

[Remainder of page intentionally left blank]

<b>IN WITNESS WHEREOF</b> , the authorized representatives of the parties have executed this Agreement as of the date previously indicated.			
Authorized Signature:			
Print Name/Title East Stroudsburg Area School District			
East Stroudsburg Area School District	Date		
50 Vine St. East Stroudsburg, PA 18301			
Joanne Bruno Provost and Vice President for Academic Affairs, ESU	Date		
Approved as to form and legality:			
University Legal Counsel (ESU)	Date		

# Addendum

# Affiliation Agreement: Graduate Athletic Trainer Program Funding Breakdown East Stroudsburg Area School District - East Stroudsburg University of Pennsylvania

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

\$7,804.41 (Based on 16-17 Tuition Costs) \$3,002.40 (Summer Pre-Season – Mid Winter Season) (60 hours Pre-Season; 300 hours Fall – Winter) \$ 10.51 (0.35% x 3002.40) \$ 229.68 (7.65% x 3002.40)	\$11,047.00	\$7,804.41 (Based on 16-17 Tuition Costs) \$3,002.40 (Mid Winter Season – End of Spring: June 1) (300 hours Spring; 60 hours Summer II) \$ 10.51 (0.35% x 3002.40) \$ 229.68 (7.65% x 3002.40)
Summer I – Fall I Tuition: Summer I – Fall I Stipend: Summer I – Fall I Workmen's Compensation: Summer I – Fall I Social Security	Summer I – Fall I Invoice Amount:	Spring I –Summer II Tuition:  Spring I –Summer II Stipend  Spring I –Summer II Workmen's Compensation:  Spring I –Summer II Social Security  Spring I –Summer II Invoice Amount:

\$22,094.00

Total AY Invoice 2017 - 2018:

# ATHLETIC TRAINING

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

THIS AGREEMENT, is made this 26 day of June, 2017, by and between EAST STROUDSBURG UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and East Stroudsburg Area School District – Lehman Intermediate (hereinafter "Internship Site").

# **BACKGROUND**

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

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

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

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

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

# I. <u>DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY</u>

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

- b. *Education of Student*. The University shall assume responsibility for the classroom education of the student. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, and graduation.
- c. *Term of Placement*. The student will work for Internship Site 20 hours per week during the term of this placement. The placement will include post-session (preseason athletics) and the subsequent fall, winter and spring sport seasons for the Internship Site.
- d. Submission of Name of Candidate. The University shall submit the name of the student to Internship Site or a designated representative at least 3 weeks prior to the practicum assignment.
- e. Designation of Representative. University shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the Internship Site in order to discuss, plan and evaluate experience of the student.
- f. Advising Student of Rights and Responsibilities. The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of Internship Site and should the student fail to abide by any policy/or procedure, he or she may be expelled from the Internship Site program. If it is necessary to terminate the student's participation in the clinical practice intern program, the policies and procedures of the University shall be followed. It is understood and agreed that while the student is providing athletic training services to the Internship Site, the student shall be under the direct supervision of the Internship Site, including the physician employed by Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.
- g. Professional Liability Insurance. The student shall be responsible for procuring professional liability insurance at his/her own expense. Only a Pennsylvania certified athletic trainer (or BOC® eligible student) with current professional liability insurance will be recommended. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the assistantship or residency. The Graduate Student will work within the scope of his/her job description and licensure status.

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

- seq. For purposes of this Agreement, it is understood and agreed that the student, while providing athletic training services to the Internship Site, is under the supervision of the Internship Site, including the physician employed by the Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.
- h. Prior to the rendering of services by the graduate student pursuant to this agreement, the student shall obtain and provide to the Internship Site all criminal and child abuse clearances and/or other records required by the Pennsylvania School code and/or other applicable statutes.

# II. DUTIES AND RESPONSIBILITIES OF INTERNSHIP SITE

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

the Internship Site under this Agreement. Upon receipt of written notice of any matter for which indemnification might be claimed by the University or its officers, employees, representatives and agents, the Internship Site shall promptly defend, contest or otherwise protect against any such suit, action, investigation, claim or proceeding at its own cost and expense. The University may, but will not be obligated to, participate at its own expense in the proceeding, with counsel of its own choosing. Representation of the University shall be in compliance with the Commonwealth Attorneys Act.

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

# III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students*. The parties mutually agree that one student shall be assigned to the Internship Site for this assistantship or residency.
- b. Payment. The Internship Site shall pay the University \$22,094 in two equal payments on the first day of the Summer and Spring Semesters which shall be for part of the student's tuition at the prevailing rate (Summer I, Fall, Spring, and Summer II), all of the graduate student stipend, reimbursement of social security and worker's compensation costs to the University. The stipend is calculated based on the student providing athletic training services to the Internship Site as follows: Summer I (60 hours), Fall (300 hours), Spring (300 hours), and summer II (60 hours). If Internship Site removes a student who fails to comply with its policies and procedures or terminates this Agreement, it is understood and agreed that there shall be reimbursement at a proration of amounts due or payments made under this Agreement only for the time the student worked. If the student quits the program at the Internship Site, it is understood and agreed that there shall be reimbursement at a proration of amounts due or payments made under this Agreement only for the time the student worked.
- c. *Term of Agreement*. The term of this Agreement shall be one year(s) from the date of execution.
- d. Termination of Agreement. The University or the Internship Site may terminate this Agreement for any reason with ninety (90) days' notice. Either party may immediately terminate this Agreement in the event of a breach. However, should the Internship Site terminate this Agreement prior to the completion of an academic semester for other than a breach of the terms of this agreement or student's failure to follow applicable policy,

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

[Remainder of page intentionally left blank]

<b>IN WITNESS WHEREOF</b> , the authorized representatives of the parties have executed this Agreement as of the date previously indicated.			
Authorized Signature:			
Print Name/Title East Stroudsburg Area School District			
East Stroudsburg Area School District	Date		
50 Vine St. East Stroudsburg, PA 18301			
Joanne Bruno Provost and Vice President for Academic Affairs, ESU	Date		
Approved as to form and legality:			
University Legal Counsel (ESU)	Date		

# Addendum

# Affiliation Agreement: Graduate Athletic Trainer Program Funding Breakdown East Stroudsburg Area School District - East Stroudsburg University of Pennsylvania

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

\$7,804.41 (Based on 16-17 Tuition Costs) \$3,002.40 (Summer Pre-Season – Mid Winter Season)	(60 hours Pre-Season; 300 hours Fall – Winter) <b>\$ 10.51</b> (0.35% x 3002.40) <b>\$ 229.68</b> (7.65% x 3002.40)	\$11,047.00	\$7,804.41 (Based on 16-17 Tuition Costs) \$3,002.40 (Mid Winter Season – End of Spring: June 1)	(300 hours Spring; 60 hours Summer II) <b>\$ 10.51</b> (0.35% x 3002.40) <b>\$ 229.68</b> (7.65% x 3002.40)	\$11,047.00	\$22,094.00
	mpensation:			mpensation:		
Summer I – Fall I Tuition: Summer I – Fall I Stipend:	Summer I – Fall I Workmen's Co Summer I – Fall I Social Security	Summer I – Fall I Invoice Amount:	Spring I –Summer II Tuition: O Spring I –Summer II Stipend	Spring I –Summer II Workmen's Co Spring I –Summer II Social Security	Spring I –Summer II Invoice Amount:	Total AY Invoice 2017 - 2018:



# STANDARD EDUCATION AGREEMENT

<b>Agreement</b> made this <u>8th</u> day of <u>May, 2017</u> by and between The Devereux For Devereux Advanced Behavioral Health ("Devereux"), a Pennsylvania non profit control its principal place of business at 2012 Renaissance Blvd, King of Prussia, PA 194	rporation with
Devereux PA, Children's I/DD Services	and
East Stroudsburg Area School District	(Agency),
which has its principal place of business at 50 Vine Street, East Stroudsburg, PA 1	<u>8301</u> .
Whereas, Agency has determined that Devereux is able to meet the special educ of individuals for which Agency is obligated to provide services/funding, and	cational needs
Whereas, Agency desires to place("Client") at Devereux, and	
Whereas, Agency represents that the parent(s) or guardian of the Client has Devereux is able to meet the needs of the Client,	s agreed that

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

- 1. <u>Devereux Services</u> Devereux will provide to the Client education, basic psychiatric intervention, psychological services, and related services as called for in the Client's individual educational plan.
- 2. <u>Term and Renewal</u> This agreement shall be for the period <u>7/10/2017</u> to <u>8/25/2017</u> unless terminated earlier due to discharge of the student or the transfer of payment responsibility to an alternative agency.
- 3. Payment of Fees In consideration for Devereux's provision of services as set forth above, Agency shall pay to Devereux a fee per Attachment A beginning on the date of admission. The parties expressly agree that Education Day includes all days of excused/authorized absences as well as unauthorized absences as detailed in section 15, below. If the Client is admitted or discharged during a payment period, the fee shall be prorated. Payment is due not later than 30 calendar days from the date of invoice. Late payments are subject to a finance charge equal to one percent per month on the unpaid balance, or the highest rate allowed by law, whichever is lower. East Stroudsburg Area School District (ESASD) will pay the daily rate every day the student is reported in membership by the ESASD. ESASD will pay when a student is absent, but not on days when the school is closed or hold non-student days for any reason. Unless otherwise set forth herein, the fee does not cover, and Devereux shall not be responsible for the Client's medical, dental or pharmacy expenses, medical insurance premiums, clothing expenses, transportation to and from Devereux and other expenses generally considered as personal to an individual.

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

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

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

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

Attachment A: Services and Fees
Attachment B: Not Applicable
Attachment C: Not Applicable
Attachment D: Not Applicable

24. <u>Special Provisions</u> (If none so state.) None

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

FOR AGENCY:	FOR DEVEREUX;
Ву:	By: Unil S
Date:	Cincy Beedle  Manager of Contracts  By:
	Fran Wagner National Director of A/R
	Date: 5 0 17

# Attachment A

# Services and Fees

Education Rates \$223 per education day

1:1 <u>Services</u> \$34.00 per hour

# SERVICE AGREEMENT BETWEEN YOUTH ADVOCATE PROGRAMS, INC. AND

### EAST STROUDSBURG AREA SCHOOL DISTRICT

# FOR SERVICES RELATED TO THE SCHOOL BASED BEHAVIORAL HEALTH SERVICES

# <u>AGREEMENT</u>

This Agreement (hereinafter "Agreement") between Youth Advocate Programs, Inc. (hereinafter "YAP"), of 2007 North Third Street, Harrisburg, PA 17102, and the East Stroudsburg Area School district (hereinafter "the School District"), of 50 Vine Street, East Stroudsburg, PA 18301, is effective as of September 1, 2017 and ends June 30, 2018.

IN CONSIDERATION of the following mutual promises, and intending to be legally bound hereby, the parties agree as follows:

# 1.0 YAP's Responsibilities

YAP will provide services as agreed to by both parties for a program at the School District related to the School Based Behavioral Health Grant and the Family Advocacy for Mental Health and Education Program. Specifically, YAP will provide individuals to the school district as described in Attachment "A" - Description of Services, attached hereto and incorporated herein. The parties agree that the individuals described in Attachment "A" will complete all necessary paperwork related to ACCESS to enable the school district to accurately bill for services to obtain grant funds. Further responsibilities of YAP and employees of YAP will be as the parties agree based upon needs under the SBBH grant and FAME program.

### 2.0 School District's Responsibilities

YAP shall bill, on a monthly basis, the School District, and the School District shall pay, \$19,945.90 for each month in which services are performed as stated in Paragraph 1.0 and Attachment A. Payments shall be made payable to Youth Advocate Programs, Inc., at P.O. Box 950, Harrisburg, PA 17108. The total payments under this Agreement to the School District for the current term shall not exceed \$199,459.00.

# 3.0 <u>General Terms and Conditions</u>

- 3.01 <u>Insurance.</u> Yap will maintain all necessary and appropriate liability insurance which is ordinarily maintained in the course of business in which YAP participates. Proof of coverage will be provided to the School District upon request.
- 3.02 <u>Independent Contractor Status of YAP</u>. In fulfilling its obligations under this Agreement, YAP shall be an independent contractor for all purposes and not an

employee or agent of the School District. YAP hereby certifies that it is a private, independent corporation that will exercise the discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. YAP shall use its own judgment in determining the method, means and manner of performing this Agreement and shall be responsible for the proper performance of this Agreement in accordance with all applicable federal, state and municipal laws, regulations and orders. By this Agreement, YAP intends to be an independent contractor in relationship to the School District. Consequently, neither YAP nor any employee, volunteer, contractor or agent of YAP will be considered an employee, volunteer, contractor or agent of the School District at any time, under any circumstances, or for any purpose. Neither the School District nor YAP is the agent of the other, and nor shall have the right to bind the other by contract, or otherwise, except as specifically set forth in this Agreement.

3.03 Indemnity. YAP shall indemnify, hold harmless and defend the School District, its board members, officials, employees, volunteers, agents and attorneys from any and all claims, complaints, demands, costs, suits, actions, penalties, withheld subsidy, and costs (including, by way of example and not limitation, attorneys fees and litigation costs and expenses) with respect to or arising out of YAP's operations, any activity under the control or sponsorship of YAP and/or any action or inaction by YAP, its officials, employees, agents, contractors or volunteers in connection to any of its obligations under this Agreement or any of the students or relatives of students being served by YAP and/or arising out of the School District's enforcement of any term and condition of this Agreement, including costs and attorneys fees incurred by the School District in enforcing this indemnity, hold harmless and defense provision. It is intended that this indemnity, defense and hold harmless provision is to be given its broadest possible meaning and that the School District's board members, officials, employees, volunteers, agents, insurers and employees are expressly considered to be third party beneficiaries with respect to this provision. YAP shall be granted a credit for any amounts paid to or on behalf of the School District, its board members, officials, employees, volunteers, agents or attorneys by any insurer of YAP.

# 3.04 <u>Termination and Renewal.</u> This Agreement may be terminated as follows:

- (A) At any time by mutual agreement of the School District and YAP;
- (B) By the School District or YAP if the other party breaches this Agreement or otherwise fails to perform the contractual obligations;
- (C) By either party upon thirty days written notice to the other party, for any legitimate reason; or

- (D) By the School District in the event:
  - (la) that YAP ceases to do business, or
  - (lb) YAP seeks protection of any nature from creditors;

This agreement will not automatically renew at the termination date. The agreement may be renewed on an annual basis upon mutual written agreement of both parties.

- 3.05 <u>Remedies</u>, <u>Waiver of Rights</u>. All remedies of the parties hereto shall be cumulative. No party hereto shall be deemed to have waived any of its rights, powers, or remedies hereunder unless such waiver is in writing and signed by the parties hereto.
- 3.06 <u>Severability</u>. All agreements and covenants herein contained are severable. In the event that any provision of this Agreement should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Any court (or arbitrator) construing this Agreement is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render same enforceable.
- 3.07 <u>No Assignment.</u> This agreement may not be assigned or delegated in any way to any third party, and no rights or duties may be assigned or delegated to any third party, without the written consent of both parties.
- 3.08 <u>Force Majeure</u>. The Parties shall not be liable for any failure to perform under this Agreement if such failure is due to causes beyond their reasonable control, including, but not limited to, acts of God or the public enemy, fire, floods, labor disputes, or the judgment or order of any court or government agency.
- 3.09 <u>Counterparts.</u> In the event that two or more counterparts of this Agreement are executed all such counterparts shall collectively constitute the same instrument.
- 3.10 Notices. All notices, requests and approvals required by this Agreement shall be:

  (A) given in writing; (B) addressed to the parties as indicated in this Agreement unless either party notifies the other of a change of address; and (C) deemed to have been given upon delivery thereof. Any notice sent by mail shall be sent postage prepaid and by registered or certified mail, with return receipt requested.
- 3.11 <u>Benefit</u>. Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon all parties as specifically and expressly identified herein. No other person, party, or organization shall be intended to be a third party beneficiary of this Agreement.

- 3.12 <u>Waiver.</u> One or more waivers of any representation, covenant, term or condition contained herein shall not be construed as a waiver of a subsequent breach of the same representation, covenant, term or condition. The consent or approval by any party to or any act by any other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent or approval of any subsequent similar act.
- 3.13 Governing Law and Venue. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of law rules. Venue for any legal proceedings under this Agreement shall be in Monroe County, Pennsylvania.
- 3.14 <u>Survival</u>. All indemnity, hold harmless and defense provisions of this Agreement shall survive termination of the Agreement.
- 3.15 <u>Resources.</u> The school district will be responsible for providing YAP staff with a room in each school building that adheres to confidentiality requirements as per HIPAA. The district will also provide YAP staff with a computer, desk, phone and secure file cabinets.

IN WITNESS WHEREOF, the parties hereto, with the intention of being legally bound hereby, have caused this Agreement to be signed and sealed the day and year set forth below.

East Stroudsburg Area School District

Print Name and Title

Date

For YAP.

Youth Advocate Program, Inc.

Print Name and Title

Date

For the School District:

# ATTACHMENT A DESCRIPTION OF SERVICES

Program Coordinator: This Licensed Social Worker will train and supervise the therapists and oversee the Tier III interventions. The PC will help coordinate and staff the services being offered in the school, offer current materials on social skills interventions to be utilized in the groups and individually. The PC will guide the therapists in gathering data for pre/post interventions. The PC will provide Professional Development Mental Health trainings to school staff. The PC will act as a consultant and, or liaison between YAP and the ESASD as it pertains to the grant requirements.

Therapist: This Master's Level Therapist will coordinate all behavioral health services being offered in the school for Tier III interventions, The therapist will provide individual and group therapy, provide intakes, implement truancy assessments as well as other MI-I assessments as they arise. Gather data for pre/post interventions. Partner with parents as per Family check-up Component, participate and link children and their families to community links as per community Links component, aide the district in transitioning students back to the district from Alternative Education Placements and provide professional development to all school staff as needed.

# School Based Behavioral Health Services Budget Items

# East Stroudsburg Area School District – 2017/2018

Wages/Training/Supervision	151,340
Benefits (FICA, Unemployment, Worker's comp., etc.)	18,161
Gas Stipends	3,440
Training/Materials	500
Administrative Overhead (15%)	26,018
*	
Total	199,459

## **PSBA 2018 Legislative Platform Proposal**

The East Stroudsburg Area School District Board of Directors supports the continuation of the current platform statement under Core Legislative Principle 4 – Secure and Equitable Funding with the addition of the following to be inserted after the current wording under paragraph 4.1

# Proposal: Add the following amendment to paragraph 4.1, Funding Formula of the PSBA 2017 Legislative Platform

To implement the Basic and Special Education Funding Formulas as soon as possible, and end inequity and racial discrimination in the distribution of Basic and Special Education funding, the PSBA supports an emergency four (4) year plan to fix Pennsylvania's school funding disparities for Basic and Special Education funding, as follows:

- 1. The adoption of a four (4) year plan to allocate \$300 Million annually to school districts receiving less than their Act 35 Basic Education Funding Formula, distributed proportionately, based on their percentage under their Basic Education Funding formula allocation,
- 2. The adoption of a four (4) year plan to allocate \$45 Million annually to the school districts receiving less than their Special Education Funding Formula allocation, distributed proportionately, based on their percentage under their Special Education Funding allocation,
- 3. Districts already receiving their proportionate share of the Act 35 Basic Education Funding Formula shall not receive any additional allocations for Basic Education until all districts are receiving their proportionate share.
- 4. Districts already receiving their proportionate share of the Special Education Funding formula allocations, shall not receive an additional allocations for Special Education until all districts all receiving their proportionate share,

### Rationale:

The Commissions for Special Education Funding and Basic Education Funding proposed bipartisan, unanimously recommended funding formulas which were quickly adopted by near-unanimous margins in the Pennsylvania General Assembly and signed into law by the Governor.

New studies show Pennsylvania students in poorer districts receive 33% fewer dollars per student than students in richer districts--the largest disparity, by a wide margin, in the nation--a disparity that shamefully corresponds with racial demographics. These studies show Pennsylvania's under-funded school districts have reduced property values, higher crime rates, dilapidated, poorly staffed, under-equipped, and more dangerous school buildings.

Another new study shows irrefutable evidence of mostly-white districts receiving twice as much as mostly-minority districts with nearly the same demographics, incomes and property values.

Solid research shows a strong correlation between available resources and academic performance.

Yet after two full budget years for Basic Education and four full budget years for Special Education, it would take more than 30 years for all school districts to be equitably funded under the adopted formulas.

Such a result would be a shameful, national disgrace.

Accordingly, PSBA supports this emergency four (4) year plan, effective immediately.

# EAST STROUDSBURG AREA SCHOOL DISTRICT

# REQUEST TO ESTABLISH A SPECIAL ACTIVITY

1.	NAME OF ORGANIZATION: <u>Aevidum</u>
2.	PURPOSE OR OBJECTIVE: (Briefly describe why this organization is being formed.)  The word Aevidum means "I've got your back". The purpose of the organization is to promote a healthy school where students feel accepted, appreciated, acknowledged and cared for. This addresses Act 71, as it was an organization formed as a response to suicide prevention/mental health education within the school setting.
3.	BENEFIT: (Briefly describe how the students/district will benefit from the establishment of this organization.)  The mission of Aevidum is to create a positive mental health community through a variety of activities and student centered classroom activities, benefitting the students of East Stroudsburg High School South.
4.	LEADERSHIP: (Briefly describe how this activity will be organized, how it will be run and whether the officers will be elected or appointed.) <u>Aevidum is a student driven organization allowin students to attend/participate as their schedule permits.</u> Offices will not be elected or appointed.
5.	FUND RAISING:  a. Will this organization raise funds? Yes No D  b. If "yes", briefly describe typical fund-raising activities and who will be involved.  Activites such as East Stroudsburg High School South's Spring Block Party.
6.	USE OF FUNDS: (Briefly describe how these funds will be used to benefit the students or the district.)  Any funds raised would go towards the cost of additional educational activities hosted by the Aevidum organization.
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.
8.	FINANCIAL RESPONSIBILITY: (Briefly describe who will be responsible for these funds and how fund-raising, expenditure and/or transfer decisions will be made)  N/A
	Date Submitted: 6/12/17  Submitted by: Carol Huffman & Kate Krammes  Signature: Principal:

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SECTION:

**PUPILS** 

**EAST STROUDSBURG** AREA SCHOOL DISTRICT

TITLE:

COMMUNICABLE DISEASES

AND IMMUNIZATION

ADOPTED: August 19, 2002

**REVISED:** 

December 19, 2016

June 26, 2017

### 203. COMMUNICABLE DISEASES AND IMMUNIZATION

1. Authority SC 1303a Title 28 Sec. 23.81 et seq In order to safeguard the school community from the spread of certain communicable diseases, the Board requires that established policy and guidelines be followed by students, parents/guardians and district staff.

## **Definitions**

Certificate of Immunization - the official form furnished by the Pennsylvania Department of Health. The certificate is filled out by the parent/guardian or health care provider and signed by the health care provider, public health official or school nurse or a designee. The certificate is given to the school as proof of full immunization. The school maintains the certificate as the official school immunization record or stores the details of the record in a computer database.

Medical Certificate - the official form furnished by the Pennsylvania Department of Health setting out the immunization plan for a student who is not fully immunized, filled out and signed by a physician, certified registered nurse practitioner or physician assistant, or by a public health official when the immunization is provided by the Department of Health or a local health department, and given to a school as proof that the student is scheduled to complete the required immunizations.

### 2. Guidelines

### **Immunization**

All students shall be immunized against certain diseases in accordance with Pennsylvania statutes, unless specifically exempt for religious or medical reasons.

A certificate of immunization shall be maintained as part of the health record for each student, as required by the Pennsylvania Department of Health.

SC 1303a Title 28 Sec. 23.84 A student shall be exempt from the requirements for immunization whose parent or guardian objects in writing to such immunization for religious grounds or whose physician certifies that the student's physical condition contraindicates immunization.

A student who has not been immunized in accordance with state regulations shall not be admitted to or permitted to attend district schools, unless exempted for medical or religious reasons, or provisionally admitted by the Superintendent or designee after beginning a multiple dose vaccine series and submitting proof of immunization or a medical certificate on or before the fifth school day of attendance.

Homeless students who have not been immunized or are unable to provide immunization records due to being homeless shall be admitted in accordance with the provisions of applicable law and regulations.

Foster care students and students transferring into a school within the Commonwealth shall be admitted in accordance with law and regulations, and shall have thirty (30) days to provide proof of immunization, a medical certificate detailing the plan to complete a multiple dose vaccine series or to satisfy the requirements for an exemption.

SC 1303a

Monitoring and implementation of immunization requirements shall be the responsibility of the Superintendent or designee and the school nurse, who shall be subject to the sanctions of law for violation of the state statute for immunization.

Title 28 Sec. 27.7 Students attending child care group settings located in a school, a pre-kindergarten program, or an early intervention program operated by the school district shall be immunized in accordance with the Advisory Committee on Immunization Practices (ACIP) standards.

# 3. Delegation of Responsibility

The Superintendent or designee shall:

- 1. Annually review state standards for immunization and direct accordingly the responsible school district personnel.
- 2. Designate school personnel to review student medical certificates in accordance with law and regulations to ensure compliance with full immunization requirements.

Title 28 Sec. 23.83, 23.85 Pol. 201

- 3. Inform parents and guardians prior to a student's entry to school, or a grade requiring additional immunizations, of the requirements for immunization, the requisite proof of immunization, exemption available for religious or medical reasons, and means by which such exemptions may be claimed.
- 4. Investigate and recommend to the Board school district-sponsored programs of immunization as may be warranted by circumstances and the health of the school community. Any such program is subject to Board approval and should be conducted in cooperation with local health agencies.

203.	COMMUNICABLE DISEASES AND IMMUNIZATION - Pg. 3
Title 28 Sec. 23.86	The Superintendent or designee shall report immunization data electronically to the Department of Health by December 31 of each year. If the district is unable to complete the report electronically, the Superintendent or designee shall report the immunization data on the required form to the Department of Health by December 15.
	Communicable Diseases
	The Board authorizes that students who have been diagnosed by a physician or are suspected of having a disease by the school nurse shall be excluded from school for the period indicated by regulations of the Department of Health for certain specified diseases and infectious conditions.
	The school nurse shall report the presence of suspected communicable diseases to the appropriate local health authority, as required by the Department of Health.
	The Superintendent or designee shall direct that health guidelines and universal precautions designed to minimize the transmission of communicable diseases be implemented in district schools.
	Instruction regarding prevention of communicable and life threatening diseases shall be provided by the schools in the educational program for all levels, in accordance with state regulations.
	Parents/Guardians shall be informed of and be provided opportunities during school hours to review all curriculum materials used in instruction relative to communicable and life threatening diseases.
	Health Records
SC 1402 Pol. 209	The school district shall require that prior to a student's admittance to school for the first time the parent or guardian shall complete a medical history report form that includes information regarding known communicable diseases. The nurse or school physician may use such reports to advise the parent of the need for further medical care, as set forth in Board Policy 209.
Title 28 Sec. 27.2, 27.23	The school nurse shall report the presence of suspected communicable diseases to the appropriate local health authority as required by the Department of Health.
SC 1402	A comprehensive health record shall be maintained for each student enrolled in the

school district. The record shall include the results of required tests, measurements,

screenings, regular and special examinations, and medical questionnaires.

Pol. 209

# 203. COMMUNICABLE DISEASES AND IMMUNIZATION - Pg. 4 $\,$

SC 1409	All health records shall be confidential, and their contents shall be divulged only when necessary for the health of the student or at the request of the parent or guardian to a physician.	
Title 22 Sec. 4.29	The Board shall require that the medical history information submitted with health and dental examinations required under Policy 209 Health Examinations be periodically revised.	
	References:	
	School Code – 24 P.S. Sec. 1303a, 1402, 1409	
	State Board of Education Regulations – 22 PA Code Sec. 4.4, 4.29	
	State Department of Health Regulations – 28 PA Code Sec. 23.81 et seq., 23.83, 23.84, 23.85, 23.86, 27.2, 27.7, 27.23, 27.71, 27.72	
	Board Policy –105.1, 105.2, 201, 209	

EAST STROUDSBURG AREA SCHOOL DISTRICT SECTION: EMPLOYEES

TITLE: DRUG AND SUBSTANCE

**ABUSE** 

ADOPTED: August 19, 2002

REVISED: August 19, 2013

June 26, 2017

		351. DRUG AND SUBSTANCE ABUSE
1.	Purpose	The Board recognizes that the misuse of drugs is a serious problem with legal, physical and social implications for the whole school community and is concerned about the problems that may be caused by employees, especially as the use relates to an employee's safety, efficiency and productivity.
		The primary purpose and justification for any school district action will be for the protection of the health, safety and welfare of students, staff and school property.
2.	Definitions 35 P.S. Sec. 780-101 et seq	<b>Drugs</b> shall be defined as those outlined in the Controlled Substance, Drug, Device and Cosmetic Act.
	41 U.S.C. Sec. 8101	<b>Conviction</b> - A finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both by any judicial body charged with the responsibility to determine violations of the federal or State criminal drug statute.
	41 U.S.C. Sec. 8101	Criminal Drug Statute - A federal or state criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.
	41 U.S.C. Sec. 8101	<b>Drug-free Workplace</b> - The site for the performance of work at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance.
	Authority SC 111 41 U.S.C. Sec. 8103	The Board requires that each support employee be given notification that, as a condition of employment, the employee will abide by the terms of this policy and notify the school district of any criminal drug statute conviction for a violation occurring in the workplace immediately, but no later than seventy-two (72) hours, after such conviction.
	SC 527 35 P.S. Sec. 780-101 et seq	An employee convicted of delivery of a controlled substance or convicted of possession of a controlled substance with the intent to deliver shall be terminated from his/her employment with the school district.

## 351. DRUG AND SUBSTANCE ABUSE - Pg. 2

 Delegation of Responsibility
 U.S.C. Sec. 8103, 8104 A statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the employee's workplace shall be provided by the Superintendent and shall specify the actions that will be taken against the employee for violation of this policy, up to and including termination and referral for prosecution.

41 U.S.C. Sec. 8103

Grantors of funds shall be notified within ten (10) days after the school district receives notice from an employee or receives actual notice of a conviction.

41 U.S.C. Sec. 8103, 8104 The school district shall be responsible for taking appropriate personnel action within thirty (30) days of receiving notice, with respect to any convicted employee, or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

41 U.S.C. Sec. 8103

In establishing a drug-free awareness program, the Superintendent shall inform employees about the:

- 1. Dangers of drug abuse in the workplace.
- 2. School district's policy of maintaining a drug-free workplace.
- 3. Availability of drug counseling, drug rehabilitation, and employee assistance programs.
- 4. Penalties that may be imposed for drug abuse violations occurring in the workplace.

41 U.S.C. Sec. 8103

The school district shall make a good faith effort to continue to maintain a drug-free workplace through implementation of this policy.

5. Guidelines SC 1302.1-A, 1303-A Title 22 Sec. 10.2, 10.21 35 P.S. Sec. 780-102 Pol. 805.1 The Superintendent or designee shall immediately report incidents involving the possession, use or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act by any employee while on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies.

Employees shall be required to undergo testing for drugs and alcohol when reasonable suspicion exists, at random, upon return-to-duty and as a follow-up measure after engaging in prohibited conduct that resulted in a positive drug or alcohol test result.

# 351. DRUG AND SUBSTANCE ABUSE - Pg. 3 $\,$

SC 1303-A Pol. 805.1	In accordance with state law, the Superintendent shall annually, by July 31, report all incidents of possession, use or sale of controlled substances or drug paraphernalia to the Office for Safe Schools on the required form.
	References:
	School Code – 24 P.S. Sec. 111, 527, 1302.1-A, 1303-A
	State Board of Education Regulations – 22 PA Code Sec. 10.2, 10.21
	PA Controlled Substance, Drug, Device and Cosmetic Act – 35 P.S. Sec. 780-101 et seq.
	Drug-Free Workplace Act – 41 U.S.C. Sec. 8101 et seq.
	Board Policy – 317, 805.1

# **EAST STROUDSBURG AREA** SCHOOL DISTRICT

SECTION:

**OPERATIONS** 

TITLE:

DRUG/ALCOHOL TESTING-

COVERED DRIVERS

ADOPTED: August 19, 2002

**REVISED:** 

December 15, 2008

June 26, 2017

### 810.1. DRUG/ALCOHOL TESTING - COVERED DRIVERS

1. Purpose

The Board recognizes that the use and abuse of drugs and alcohol is a serious problem that may be present in the workplace. The Board also recognizes that an employee impaired by drugs or alcohol who operates district vehicles or transports students poses significant risks to the safety of students and others.

2. Definition

A covered driver shall include any school district employee who drives, operates or is in the actual physical control or movement of a school bus, school vehicle, or a commercial vehicle owned, leased or operated by the school district. The term includes drivers and mechanics who operate such vehicles, including full-time, regularly employed individuals; leased drivers; and independent owner-operator contractors who are directly employed by or under lease to the district or who operate a bus owned or leased by the district.

3. Authority Title 67 Sec. 71.3 49 CFR Sec. 382.305 The Board prohibits a covered driver from consuming alcohol or a controlled substance while operating a school bus or school vehicle or otherwise on duty.

The Board prohibits a covered driver from reporting for duty, driving, operating or being in the actual physical control of the movement of a school bus or school vehicle under the following circumstances:

75 Pa. C.S.A. Sec. 3802

1. While under the influence of a controlled substance or combination of controlled substances, or the combined influence of alcohol and a controlled substance or substances.

Title 67 Sec. 71.3 49 CFR Sec. 3802.207 75 Pa. C.S.A. Sec. 3802 49 CFR Sec. 382.201

After consuming alcohol or a controlled substance within the previous eight (8) hours.

2. While having an alcohol concentration of 0.04 or greater OR after imbibing a sufficient amount of alcohol such that the individual's alcohol concentration is 0.02 or greater within two (2) hours after operating or being in actual physical control of a school bus or school vehicle.

### 810.1. DRUG/ALCOHOL TESTING - COVERED DRIVERS

# 75 Pa. C.S.A. Sec. 3802

- 3. After imbibing a sufficient amount of alcohol such that the individual is rendered incapable of safely driving, operating or being in actual physical control of the movement of the vehicle.
- 4. While using any drugs or testing positive for hemp. An exception shall be made for an employee who submits a physician's written statement that the prescribed substance will not adversely affect the employee's ability to safely operate a school bus or school vehicle.

The Board establishes that all contracted transportation providers shall provide a program of drug and alcohol testing for covered drivers. A statement ensuring such program shall be included in the contracted agreement.

### 4. Guidelines

Staff shall be required to undergo testing for drugs and alcohol, as required by law. In addition, the district may require covered drivers to submit to any of the following tests: pre-employment, when reasonable suspicion exists, at random, following any work-related motor vehicle crash, upon return-to-duty and as a follow-up measure after engaging in prohibited conduct that resulted in a positive drug or alcohol test result.

# 5. Delegation of Responsibility

Consistent with contractual and legal requirements, a determination shall be made as to the appropriate disciplinary action for a covered driver who violates Board policy or administrative regulations. Nothing in this policy shall limit the Board's authority to impose discipline, including discharge.

The Superintendent or designee shall develop administrative regulations to implement this policy and the requirements of law, which may include the following components:

Contracts with a qualified medical review officer and substance abuse professional and a certified laboratory.

Establishment of procedures for required testing of covered drivers.

Maintenance of the confidentiality of all aspects of the testing process.

Delegation of responsibility for monitoring employee compliance with the provisions of Board policy and administrative regulations.

Designation of an employee responsible for receiving and handling results of drug and alcohol tests.

Implementation of procedures for the preparation, maintenance, retention and disclosure of records, as required by law.

# 810.1. DRUG/ALCOHOL TESTING - COVERED DRIVERS

Distribution to affected employees of information and materials relevant to Board policies and administrative regulations regarding drug and alcohol testing.

References:

School Code – 24 P.S. Sec. 510

Department of Transportation Regulations – 67 PA Code Sec. 71.3

Driving Under the Influence – 75 Pa. C.S.A. Sec. 3802

Controlled Substance and Alcohol Testing, Title 49, Code of Federal Regulations – 49 CFR Part 382



TO:

Secretary, Board of School Directors

Executive Directors, Intermediate Units Directors, Vocational-Technical Schools

Other PSBA Member Entities

FROM:

Nathan G. Mains

Executive Director

SUBJECT:

Appointment of Voting Delegates for the

PSBA Delegate Assembly Meeting

DATE:

March 3, 2017

The governing body board of your school entity is entitled to appoint voting delegates to participate in the PSBA Delegate Assembly to be held the afternoon of Friday, October 20, 2017. It is important that your school board act soon to appoint its delegate or delegates, and to notify PSBA of the appointment(s).

Voting members of the Delegate Assembly will:

- 1. Consider and act upon proposed changes to the PSBA Bylaws.
- 2. Receive reports from the PSBA president, executive director, and treasurer.
- 3. Receive the results of the election for officers and at-large representatives. (Voting upon candidates by school boards and electronic submittal of each board's votes will occur during the month of September 2017).
- 4. Consider proposals recommended by the PSBA Platform Committee and adopt the legislative platform for the coming year.
- 5. Conduct other Association business as required or permitted in the Bylaws, policies, or a duly adopted order of business.

The 2017 Delegate Assembly will meet on Friday, October 20. This occurs at the conclusion of regularly scheduled events of the main PASA-PSBA School Leadership Conference.

Voting delegates are not required to pay a registration fee in order to participate in the Delegate Assembly. Members who are not delegates are welcome to observe. Voting delegates that wish to attend other components of the PASA-PSBA School Leadership Conference will need to register separately for the conference subject to normally applicable fees.

> 400 Bent Creek Blvd., Mechanicsburg, PA 17050-1873 \* (717) 506-2450 \* (800) 932-0588 \* www.psba.org

# PSBA 2017 DELEGATE ASSEMBLY CERTIFICATION OF VOTING DELEGATES

The PSBA Bylaws authorize school districts of the **second class** to appoint **three voting delegates** to the 2017 Delegate Assembly, to be appointed by majority vote from among the members of the school district's governing body. This year's meeting of the Assembly will be held on Friday, Oct. 20, 2017, just after the closing of the PASA-PSBA School Leadership Conference.

Board Secretaries are requested to complete this certification form and return it to PSBA by June 30, 2017. Please send to the attention of Teressa DeRoos, Pennsylvania School Boards Association, by mail at 400 Bent Creek Blvd. Mechanicsburg, PA 17055, by fax at (717) 506-4716, or via email at teressa.deroos@psba.org

Name of school district
Please check one:
Our district does NOT intend to appoint Voting Delegates.
I certify that the following school directors have been duly appointed as our Voting Delegates (no person may serve as the delegate of more than one school entity):
1. Name:
Preferred Mailing Address:
Email address:
2. Name:
Preferred Mailing Address:
Email address:
3. Name:
Preferred Mailing Address:
Email address:
Name of board secretary:
Signature of board secretary:
Telephone & email of board secretary:
Date:

### EAST STROUDSBURG AREA SCHOOL DISTRICT

### 2017-2018 Homestead and Farmstead Exclusion Resolution

RESOLVED, by the Board of Education of the East Stroudsburg Area School District, that homestead and farmstead exclusion real estate tax assessment reductions are authorized for the school year beginning July 1, 2017, under the provisions of the Homestead Property Exclusion Program Act (part of Act 50 of 1998) and the Taxpayer Relief Act (Act 1 of 2006), as follows:

- 1. Aggregate amount available for homestead and farmstead real estate tax reduction. The following amounts are available for homestead and farmstead real estate tax reduction for the school year beginning July 1, 2017:
- a. <u>Gambling tax funds</u>. The Pennsylvania Department of Education (PDE) has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.505(b), as property tax reduction allocation funded by gambling tax funds, the amount of \$ 4,337,441.78.
- b. <u>Remaining Property Tax Reduction Funds</u>. Funds will be available during the school year for real estate reductions as a result of undistributed funds from the property tax reduction funds received in 2015-2016. These funds will be added to the allocation for this school year in the amount of \$351.53.
- c. <u>Philadelphia tax credit reimbursement funds</u>. PDE has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P. S. § 6926.324(3), as reimbursement for Philadelphia tax credits claimed against the School District earned income tax by School District resident taxpayers, the amount of \$ 8,397.68.
- d. <u>Aggregate amount available</u>. Adding these amounts, the aggregate amount Available during the school year for real estate tax reduction is \$ 4,346,190.99.
- 2. <u>Homestead/farmstead number</u>. Pursuant to Act 50, 54 Pa. C.S. § 8584(i), and Act 1, 53 P.S. § 6926.341 (g)(3), Monroe and Pike Counties have provided the School District with certified reports listing approved homesteads and approved farmsteads as follows:
- a. <u>Homestead property number</u>. The number of approved homesteads within the School District is 7,288 in Monroe County, and 2,758 in Pike County, totaling 10,046.
- b. <u>Farmstead property number</u>. The number of approved farmsteads within the School District is 3 in Monroe County and zero in Pike County, totaling 3.
- c. <u>Homestead/farmstead combined number</u>. Adding these numbers, the aggregate number of approved homesteads and approved farmsteads is 10,049.

- 3. Real estate tax reduction calculation. The School Board has decided that the homestead exclusion amount and the farmstead exclusion amount shall be equal. Dividing the paragraph 1(d) aggregate amount available during the school year for real estate tax reduction of \$ 4,346,190.99 by the paragraph 2(c) aggregate number of approved homesteads and approved farmsteads of 10,049 the calculation of the maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is a maximum \$ 432.50.
- 4. <u>Homestead exclusion calculation.</u> Dividing the paragraph 3 maximum real estate tax reduction amount of \$ 432.50 by the School District real estate tax rate in Monroe County of 177.86 mills (.17786) and in Pike County of 122.91 mills (.12291), the maximum real estate assessed value reduction to be reflected on tax notices as a homestead exclusion for each approved homestead is 2,432 in Monroe County and 3,519 in Pike County, and the maximum real estate assessed value reduction to be reflected on tax notices as a farmstead exclusion for each approved farmstead is 2,432 in Monroe County and 3,519 in Pike County.
- 5. Homestead/farmstead exclusion authorization July 1 tax bills. The tax notice issued to the owner of each approved homestead within the School District shall reflect a homestead exclusion real estate assessed value reduction equal to the lesser of: (a) the County established assessed value of the homestead, or (b) the paragraph 4 maximum real estate assessed value reduction of 2,432 in Monroe County and 3,519 in Pike County. The tax notice issued to the owner of each approved farmstead within the School District shall reflect an additional farmstead exclusion real estate assessed value reduction equal to the lesser of: (a) the County-established assessed value of the farmstead, or (b) the paragraph 4 maximum real estate assessed value reduction of 2,432 in Monroe County and 3,519 in Pike County. For purposes of this Resolution, "approved homestead" and "approved farmstead" shall mean homesteads and farmsteads listed in the report referred to in paragraph 2 above and received by the School District from the County Assessment Office on or before May 1 pursuant to Act 1, 53 P.S. § 6926.341 (g) (3), based on homestead/farmstead applications filed with the County Assessment Office on or before March 1. This paragraph 5 will apply to tax notices issued based on the initial tax duplicate used in issuing initial real estate tax notices for the school year, which will be issued on or promptly after July 1, and will not apply to interim real estate tax bills.

RESOLVED this 26<sup>th</sup> day of June 2017.

ATTEST:

BOARD OF SCHOOL DIRECTORS OF THE EAST STROUDSBURG AREA SCHOOL DISTRICT

By \_\_\_\_\_

Secretary

President

# EAST STROUDSBURG AREA SD BID SUMMARY BY VENDOR

# BID: NMPCJPB-DP/JS 2017-2018

<u>VENDOR</u>	<b>AMOUNT</b>
KURTZ BROS.	\$399.50
W.B.MASON	\$133,358.75
PAPER MART	\$710.90
LINDENMEYR MUNROE	\$6,009.70
CENTRAL POLY CORP.	\$3,138.81
PENN JERSEY PAPER CO	\$4,313.64
BERKS COUNTY PAPER	\$340.00
TOTAL	\$148,271.30

# **BID: ATHLETICS**

<u>VENDOR</u>	<u>AMOUNT</u>
ALL AMERICAN SPORTS CORP.	\$119.33
BSN SPORTS INC #3071845-2014	\$3,289.19
M-F ATHLETIC COMPANY INC	\$240.00
TRIPLE CROWN SPORTS	\$2,157.45
TOTAL	\$5,805.97

# **BID: CUSTODIAL**

<u>VENDOR</u>	4	AMOUNT
INTERBORO PACKAGING CORP	\$	12,412.78
LJC DISTRIBUTORS OF FULLER BRUSH	\$	46,652.47
PHILIP ROSENAU CO., INC	\$	502.60
PYRAMID SCHOOL PRODUCTS	\$	5,740.96
W.B. MASON	\$	6,156.94
VERITIV OPERATING COMPANY	\$	10,905.07
FULLER PAPER CO., INC	\$	2,608.72
NORTHEAST CHEMICAL & SUPPLY CO.	\$	11,978.40
TOTAL	\$	96,957.94

# **BID: INDUSTRIAL TECHNOLOGY-WOOD #41**

<u>VENDOR</u>	<u>AMOUNT</u>
METCO	3701.79
MIDWEST TECHNOLOGY PRODUCTS	2542.2
PAXTON/PATTERSON LLC	1790.47
SAW SALES & MACHINERY CO.	2044.33
TOTAL	10078.79

# BID: INDUSTRIAL TECHNOLOGY-ELECTRONICS #44

VENDOR	<u>AMOUNT</u>
INDUSTRIAL ARTS SUPPLY CO.	\$76.25
METCO	\$2,637.40
MIDWEST TECHNOLOGY	\$137.60
PAXTON/PATTERSON LLC	\$338.15
TOTAL	\$3,189.40

# BID: INDUSTRIAL TECHNOLOGY-GRAPHIC ARTS #52

<u>VENDOR</u>	<b>AMOUNT</b>
BLICK ARTS MATERIAL	\$2,420.91
INDUSTRIAL ARTS SUPPLY CO.	\$660.00
METCO	\$1,130.00
PAXTON/PATTERSON LLC	\$144.66
VALLEY/LITHO SUPPLY	\$2,486.35
TOTAL	\$6,841.92

# BID: INDUSTRIAL TECHNOLOGY-POWER TECH #55

VENDOR	<b>AMOUNT</b>
INDUSTRIAL ARTS SUPPLY CO.	\$148.41
METCO	\$494.60
MIDWEST TECHNOLOGY PRODUCTS	\$134.85
PAXTON/PATTERSON LLC	\$513.40
TOTAL	\$1,291.26

# **BID: INDUSTRIAL TECHNOLOGY-LUMBER #57**

VENDOR	<b>AMOUNT</b>
DOWNES & READER HARDWOOD CO	\$2,217.50
METCO	\$1,120.00
TOTAL	\$3,337.50

# BID: INDUSTRIAL TECHNOLOGY-INTERMDIATE #60

<u>VENDOR</u>	<u>AMOUNT</u>	
BLICK ART MATERIALS	\$	166.42
INDUSTRIAL ARTS SUPPLY CO.	\$	537.40
METCO	Ś	1.258.05

PAXTON/PATTERSON LLC	\$ 484.20
TOTAL	\$ 2,446.07
BID: MEDICAL/DENTAL #24	

<u>VENDOR</u>	AMOUNT	
COLLINS SPORTS MEDICINE	\$	2,553.11
SCHOOL HEALTH CORPORATION	\$	2,902.64
TOTAL	\$	5,455.75

CATEGORY 2 DISCOUNT SUMMARY

3IES FY 17-18	Modern School Supply	10%			
INDUSTRIAL TECHNOLOGIES FY 17-18	Midwest	5%	Valley Litho	15%	
	Blick Art	20%	Paxton	3%	

ID FY 17-18	INDCO 20%	Philip Rosenau 20%	
CUSTODIAL SUPPLIES BID FY 17-18	Central Poly Bag 5%	<b>Pa Paper</b> 20%-40%	
	American Janitor 15%	Interboro 50%	

	ATHLETIC SUPPLIES BID FY 17-18	D FY 17-18
BSN Sports, Passon's Sports & US		
Games	MFAC, LLC	Rogers Athletic
10%	10%	2%
Riddell		
10%		

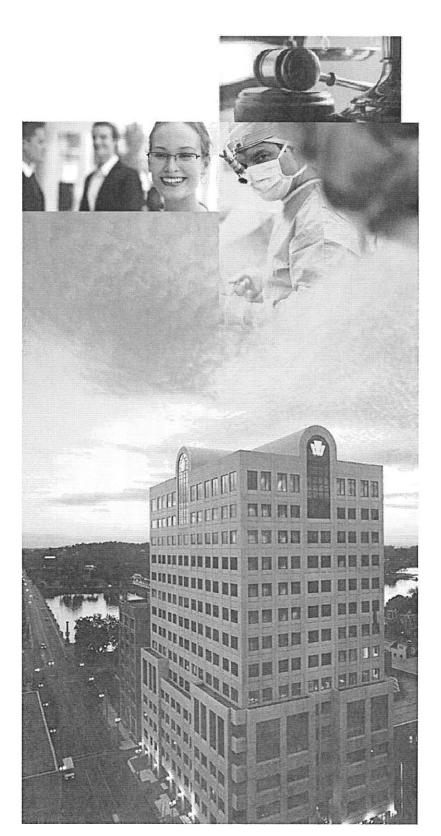
Unipak 10%

WB Mason 7%

	MEDICAL SUPPLIES BID FY 17-18	D FY 17-18
Henry Schein	Medco	Moore Medical
15%	18%	15%
School Health	School Nurse	William Macgill
10%	%9	5%







## Proposal For:



May 1, 2017

# Highlights:

- Nearly four decades of TPA Claims
   Management Experience
- Longevity & Experience of Staff
- Extensive Technology Capability
- \$1.6 Billion Parent Company Backing
- Integrated Claims and Managed Care Services

**Proprietary & Confidential** 



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Inservco Insurance Services, Inc. (Inservco) is grateful for the opportunity to submit this proposal for consideration in providing workers' compensation claim services. As an organization with nearly four decades of experience we trust that you will find this information to be informative, comprehensive, and well aligned to the District's specifications. We look forward to an opportunity to share more information about our company and, even more, we seek to establish a long-lasting relationship with East Stroudsburg School District.

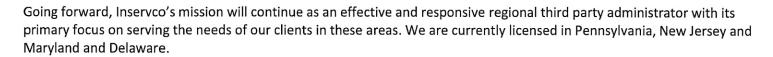
### **Company Background**

Over thirty-five years ago, Inservco was formed to serve the needs and manage the self-insured workers' compensation program for the County of Dauphin in Pennsylvania. As time progressed, Inservco opened its New Jersey and Pittsburgh, PA offices. Today, Inservco manages over 700 self-insured clients spread among numerous industries that include various levels within the public sector, school districts, joint insurance funds (JIF's), manufacturing, health care, social services, and utilities.

With nearly four decades of claims administrative experience and a broad staff of well-trained, knowledgeable and experienced employees, Inservco services these customers with their various claim needs. Inservco is proud of the experience and reputation it has earned within the marketplace and our business continues to expand as a result.

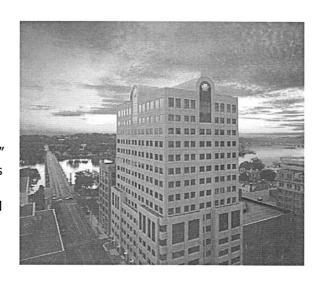
As a subsidiary of Penn National Insurance, who holds an A- "Excellent" rating by A.M. Best Company, Inservco benefits from almost 100 years of its parent company's financial strength and its experience in underwriting commercial property and casualty insurance policies and adjudicating related claims. Inservco enjoys many advantages as a subsidiary some of which include:

- a vast array of resources particularly in complex claims and litigation management
- a special investigation unit that detects and investigates fraud
- an extensive information technology department that complements and supports Inservco's dedicated information technology staff
- Penn National & Inservco has won "Best Places to Work" and "Best Places to Work in IT" for several consecutive years



We are recognized within our business as leading claims administrator and an outstanding employer that is able to attract and retain the best professionals in the industry. We combine our technical excellence with prompt, personal and responsive claims management and administrative services. In addition to claims administration services, Inservco offers the following to its customers who include self-insured organizations, captives, risk retention groups, and carriers:

- Managed Care, case management, and bill-repricing through Hoover Rehabilitation or one of several other organizations that offer such services depending upon the client's needs or preference.
- Discounted prescription drugs, durable medical equipment, physical medicine, diagnostics, translation and transportation services through KeyScripts, LLC.
- Safety management services that includes training, compliance audits, claim analysis, worksite inspections, safety manuals, accident investigations, and other ad hoc projects.
- Medical professional and other property/liability claims.
- Consulting and auditing services such as best practices and reserve audits.





North Second Street, Harrisburg, PA 17101 (Phone: 800-356-0438 Fax: 717-221-6060). Our other branch offices are located at 1500 Ardmore Boulevard, Pittsburgh, PA 15221 and at the Crossroads Corporate Center, 3150 Brunswick Pike, Lawrenceville, NJ 08648. Our normal business hours for both organizations are 8:00 – 4:30 on Monday through Friday.

### Leadership/Claims Team

Inservco's senior management group has had a long tenure of working together ensuring that our operation is able to tailor the needs of each individual customer while analyzing future trends and statutory requiremnt that may impact the delivery of services as we move ahead in time. Inservco's management team maintains its leadership position by utilizing a proactive approach rather than lagging behind the market by being reactive to market trends. This senior claims team includes the following:

#### Michael Scheib, AAI, ARM, President & CEO

As the President and CEO, Mike serves as the visionary and directs the strategic and operational planning and results management processes for Inservco. He is also responsible for providing executive leadership for the daily operation and administration of all services to ensure client satisfaction. During his career, Mike has played an active role in developing relationships with all Inservco customers and working with them on a regular basis to ensure that all client needs are met or exceeded. Throughout his career with the organization, Mike has served as a key member on numerous Penn National Insurance committees. Mike has worked in the insurance industry for over 30 years and uses his leadership and management skills to benefit each and every customer.

#### Staci Ulp, AIC, Executive Vice President & COO

Staci holds her Bachelor's degree from Temple University with dual majors in Marketing and Human Resource Administration. She has completed the Insurance Executive Development Program at Wharton School of the University of Pennsylvania. She has also earned her Associate in Claims from the Insurance Institute of America and has earned her Delaware and Connecticut Adjuster's licenses. Prior to Inservco, Staci worked as a Senior Multi-line adjuster with Liberty Mutual Insurance Company. Staci serves as a consultant for Inservco's clients utilizing her extensive claims experience working with various self-insured customers to ensure that clients' expectations are exceeded and claims are managed in the most effective manner. Staci has worked with all the various industry clients and serves as a customer advocate. She is responsible for all claims operations within Inservco and has over 20 years' experience in the insurance industry.

#### Michael Wasilewski, Application Manager

Beginning his career as a commercial liability and workers comp claims adjuster, Mike gained valuable experience in claims handling. Later, as a business analyst, Mike was instrumental in implementing the ImageRight document management system into Inservco and Penn National Insurance's (PNI) claims department. Mike had been a lead analyst on claim system replacement and upgrade projects for Inservco and PNI, and has lead a number of other automation initiatives for both companies including automatic bill paying and consolidation of the support staff through improved automation to reduce expenses. While a member of PNI's IT department, he developed business applications using .NET, SQL, and BizTalk and became the System Administrator and Design Architect for BizTalk. Mike was instrumental in the development of an agent portal to enter and submit personal lines quotes that flow through an automated process.

Susan Preun, Team Leader has been managing workers' compensation claims since 1975 in various capacities and for the past 22 years she has been managing lost time claims files. In her current capacity as a Team Leader, Sue has been involved in investigations, evaluation, and determination of eligibility for ongoing benefits for lost time claims while also assessing and developing litigation strategies to resolve claims to reduce the exposure on these cases. During the PHICO liquidation, Sue assisted with the review of hundreds of claim files to ensure benefits were continued in a timely appropriate manner to serve injured workers. Also, Sue's technical expertise has benefited her in resolving various claims due to her ability to negotiate equitable settlements, saving the self-insured clients a significant amount of money. Sue also supervises claims staff to ensure that they are adhering to company policy procedures, as well as following the guidelines pursuant to state regulations.



#### Sample of our Claim Staff

Roxanne Coltogirone, Claims Technical Specialist, began her career supervising clerical staff to ensure that all Bureau forms and status reports were prepared timely and accurately for all accounts. Roxanne then began her adjusting career in 1992 and has now been investigating workers' compensation claims for almost 20 years. She was previously dedicated to the PA Security Fund unit managing all types of claims including medical only and lost time cases. She is now exclusively handling claims for self-insured clients working aggressively to get employees back to their pre-injury positions or refers them for vocational rehabilitation. Roxanne monitors medical treatment and files utilization reviews when necessary to enable any client to cease payment of medical benefits if it is determined that treatment is excessive and unnecessary. She also manages lost time litigated files for various clients. Roxanne is effective at settling cases thereby reducing the exposure for the clients.

Phyllis Greene, Claim Representative II, joined Inservco with over 12 years of claims handling experience. As an effective adjuster, her responsibility was to investigate losses, evaluate exposure to her self-insured clients, then strategize a specific plan of action to resolve the claim as cost effectively as possible. Phyllis's many strengths include her strong organizational skills that are beneficial in her work involving new claim establishment, distribution of loss runs to clients, timely resolution of provider inquiries, and completion of many of the Bureau of Workers' Compensation claim forms. Phyllis was promoted to Claim Associate where her responsibilities include prompt contact, comprehensive investigation, and a coordinated gathering of all relevant information that is necessary to determine compensability.

Lisa Beale, Claim Representative, joined Inservco as a CSO workers' compensation clerk where her responsibilities focused on accuracy of payment of bills, timely handling of Workers' Compensation Bureau forms, customer service and communication with clients. Lisa was promoted to Claims Associate in 2003 where her responsibilities focused on determination of whether the treatment was related to the diagnosed injury as well as its necessity and reasonableness. In 2006, Lisa was promoted to Claims Representative and her responsibilities included the handling of lost time claims and medical only claims including the investigation into the circumstances of how, when, and where the injury occurred. Lisa also makes timely determinations of compensability, recommendations for independent medical examinations and vocational rehabilitation, submission of regular reports and adjustment of reserves to accurately reflect the exposure of each case. She also has experience in handling litigated claims. Lisa has excellent relationships with clients, colleagues and providers.

Chuck Baker, CSP, Director of Safety Management: For nearly 20 years, Chuck has gathered extensive experience in developing, implementing, and managing employee safety programs. He has conducted health/ safety and management system audits at over 300 manufacturing and government facilities throughout the US, Europe, and Asia, including industries such as petroleum, defense, local and state government facilities, aviation, chemical and polymers, food processing, ceramics, pharmaceutical as well as general manufacturing facilities.

Chuck has also worked closely with trade associations, federal, state, and local government agencies assisting in developing training programs. Some of these include: Right-to-Know, Confined Space, Electrical Safety and Physical Safety.

#### **Customer Satisfaction**

While we utilize various internal metrics to evaluate client satisfaction, we are proud of the fact that the vast majority of our customers choose to continue using our services for well over a decade or more. A few, customers and vendors, have taken extra steps to write us to express their appreciation.

"Sue: Thank you! It was a refreshing pleasure to work with an adjuster such as yourself in a mutually respectful and amicable manner to resolve this claim. Who needs the stress? I appreciate all you did. I hope our paths cross again at some point and we can resolve the claim(s) in like manner. I also hope I meet many more adjusters that share your fairness, cooperation, competence and professionalism.



If you ever need someone to give you a recommendation or a good word for any reason, do not hesitate to use me as a reference."



#### Ron Creazzo, Esquire, Attorney At Law

"Dubois Regional Medical Center has been utilizing Inservco's claims service to administer its workers compensation and medical professional liability programs. The staff is extremely knowledgeable, prompt, and courteous. They have enabled our organization to keep costs under control while attending to our needs."

Brian Kline, Chief Financial Officer

# Claims Management and Cost Control

Inservco's guiding philosophy requires that we provide the best value of service to each client. We understand that in order to achieve customer satisfaction it is imperative that we utilize each tool and resource available within the industry. We provide comprehensive claims services, aggressive claim techniques, and exceptional communication to maximize results. A listing of our routine services include:

- Engage in aggressive management of all new and existing claims.
- Issue all payments.
- Provide monthly loss runs reports and standard computer reports.
- Participate in claim review meetings at client's request.
- Provide monthly check registers.
- Complete and file mandated claim forms.
- Coordinate litigated claims with attorney.
- Coordinate claims with excess carrier.
- Coordinate needs with private investigator, if required.
- Enter all claims data into our claims system.
- Investigate and pursue subrogation potential on all claims at no additional cost.
- Investigate and pursue fraudulent activities.
- Provide annual SCHIP reporting.
- Provide prompt communications with all involved individuals and teams.
- Thoroughly investigate all claims aspects.
- Ensure expert liability and exposure evaluation.
- Document and explain action of all reserve recommendations.
- Implement strategies for ongoing claim management and cost containment.
- Litigation Management proactive litigation management emphasizes timely and consistent communications, claim review meetings, 30-day file evaluation reporting by defense counsel, and other regular updates and assessments.

#### SSAE 16 Certification

Inservco understands the importance, and significance to its customers, of having its claims processing system reviewed to determine the suitability of the design and the operating effectiveness of controls to achieve the related control objectives. Each year, Inservco engages an independent consulting firm to evaluate its systems to ensure that it achieves its objectives by testing the operating effectiveness. This evaluation, and subsequent certification, ensures each client that highest level of efficiency and claim processing effectiveness is in



each client that highest level of efficiency and claim processing effectiveness is incorporated into its program.

#### **Reserving Philosophy**

Inservco's reserving philosophy dictates that reserves should reflect the probable cost of the claim based on the most accurate information available about the status of the claim. Good reserving begins with, and flows from, an initial thorough investigation of the claim. This allows for a valuation that reflects general disability duration guidelines modified to the particular facts of the claim. Reserves are not stair-stepped but are adjusted in accordance with the development of the claim. We work with our accounts to tailor reserve practices to meet their needs while maintaining industry standards and practices.

The criteria that we utilize to maintain reserves are based upon information available during the investigation. All pertinent





information regarding the claims is evaluated. After we complete our initial claim investigation including the review of medical correspondence which denotes the diagnosis, prognosis and targeted return to work date, the reserves are reviewed to determine their adequacy commensurate with the exposure on the file. Reserves are subsequently reviewed as part of the diary process. As a quality assurance check, Inservco prepares a report each quarter that illustrates outstanding reserves by adjuster and which of these reserves need to be reported to the excess carrier. Inservco always has, and continues to maintain good relationships with numerous excess carriers and reinsurers. We have been audited on numerous occasions by these carriers and have enjoyed very favorable outcomes. Audit reports prepared by the carriers consistently provide high scores about the quality claim handling and attentiveness to each file.

#### **KeyScripts, LLC**

Inservco utilizes the services of KeyScripts for pharmaceutical discounts. KeyScripts serves the needs of workers' compensation carriers, government entities, self-insured employers, and third party administrators through its national network of more than 60,000 pharmacies. KeyScripts provides the



benefit of expertise of an executive, clinical and support staff with many years of experience in the workers' compensation claims and pharmacy industries. KeyScripts assists in controlling and managing pharmacy costs through the following:

- Workers' compensation formularies that exclude unrelated drugs and dictate generic fills as possible
- Savings below fee schedule and usual and Customary charges
- Drug Review Program to assess utilization and reduce abuse, duplication and fraud
- Potential to capture first fills to reduce third party payments
- Flexible prior authorization program to reduce unrelated fills
- Employing medical bill re-pricing to recapture prescriptions which go to third party payers
- No out-of-pocket expenses for injured workers
- 90-day walk-in and mail order supplies

KeyScripts provides high quality medical equipment and supplies to our clients' insureds. We are committed to offering exceptional pricing and outstanding service support, while ensuring prompt delivery of the right materials, each and every time. Our medical equipment and supply services feature:

- Access to more than 20,000 high quality name brand medical products
- 24/7/365 customer support
- Fast-track shipping right to the injured worker's front door

KeyScripts has contracts with network of physical medicine providers who specialize in treating workplace injuries, and includes physical and occupational therapists; chiropractors; hand and aquatic therapists; and work hardening and functional capacity assessment professionals, who are cognizant of the care and treatment protocols found in the Official Disability Guidelines (ODG), as well as those set forth by the American Physical Therapy Association (APTA)..

KeyScripts maintains a diagnostic testing network, which specializes in providing diagnostic testing services including: Magnetic Resonance Imaging (MRI); Computerized Tomography (CT); Electromyography/Nerve Conduction/Velocity Study (EMG/NCV); Nuclear Medicine Bone Scan (NMBS); Orbital X-Rays with significant discounts.

KeyScripts offers language translation services, both on-site and telephonically, in more than 200 languages. KeyScripts provides transportation services, delivered by qualified, courteous, safe and reliable drivers. Inservco has an ownership interest in KeyScripts.



#### **Litigation Control or Procedures**

In our efforts to be effective and efficient in managing litigation we have developed a comprehensive program that allows adjusters to consistently, and proactively, manage litigation rather than react to circumstances and events. Our approach emphasizes teamwork between the adjuster, defense counsel and the account. The type of notice varies based on the type of litigation being pursued. They include: receipt of litigation notices; referral to defense counsel; and instructions to defense counsel. Immediately upon receipt of a litigation notice, the adjuster reviews the notice to determine the time frame remaining to file a response.

#### **Assignment of Counsel**

All file materials are forwarded to defense counsel within 24 hours and instructions to defense counsel should assist the attorney to manage the case consistent with the account's expectations and procedures. We require counsel to provide a written evaluation and statement of the strategy as well as any changes that may lead to a change in evaluation. With the assignment to counsel, we will not only provide general instructions but also specific instructions to the specific claim file. We expect counsel to



adhere to the defense guidelines. Inservco will work with your current counsel or we can recommend counsel based upon our experience in the industry.

#### **Strategies for Resolving Cases**

We believe the key to successful resolution of claim files is based upon clear effective communication between all parties. In order to facilitate communication, we recommend quarterly claim review meetings. At these meetings, the adjuster will prepare future recommended action plans in an attempt to bring resolution to claim files. In order for these to be effective, input from all parties is crucial. Furthermore, to ensure files are being aggressively managed we require defense counsel's evaluation/strategy be reported in writing within 30 days on files involved in litigation. Their evaluation, as well as that of the adjuster, includes a liability assessment and chances for successful litigation and the possible ramifications for the different possible alternate action plans. Subsequent updates from counsel are required following deposition hearings, significant development between plaintiff counsel, and at a minimum of every 90 days.

#### Special Investigations Unit, A Commitment to Combat Insurance Fraud

As the result of the relationship with our parent company, Penn National Insurance, we are able to access the expertise of their special investigation unit. The Special Investigation Unit (SIU) represents Penn National Insurance's continuing dedication to allocate resources against the ever-growing problem of insurance fraud. In just a short time, the SIU has become the source for fraud awareness education and investigation service to every Penn National Insurance and Inservco division.

#### Safety Management

Inservco assists in safety/accident and illness prevention programs for a wide variety of businesses including large self-insured pools, hospitals, governments, manufacturing, and carrier based programs for public and private sector activities.

We understand that many accidents are preventable and, to that end, Inservco provides two levels of training. Managers and supervisors receive leadership and supervision directed training while hourly workers receive training in job skills such as back injury safety. Specialized training such as lockout/tagout and confined space entry is provided when needed. Our comprehensive safety plan also includes safety inspections, which feature numerous services, including:

- Consultations
- Complete accident investigations
- Audits
- Safety program materials
- Staff training
- Safety manuals





- Workplace inspections
- On-site services
- Ergonomic systems
- Complete accident investigations
- Safety performance monitoring
- Claims analysis and evaluations
- Safety awareness and incentive program
- Qualified safety practitioner services
- Specialized industrial health and hygiene services

#### **New Account Transition**

Upon notification of the award of the contract, Inservco would request a meeting immediately with the new client. During this meeting we would coordinate the following:

#### **Initial Meeting**

It is highly recommended that we meet with the main contact and any additional staff that may be involved with the program. Our first goal is to ensure we have a complete understanding of the new client's expectations. This interactive discussion ensures that we develop specific management instructions in accordance with the organization's expectation level.

#### **Data Conversion**

After our initial discussion of the program, Inservco would thoroughly explain the conversion process for the data to enter into our computer system as well as the requirements of the prior third party administrator during the transition period. We believe clear effective communication of the entire process is crucial. Inservco would notify claimants of the assigned adjuster, so that they have contact information regarding any questions they may have with the continued management of their claims.

Inservoo has extensive experience transitioning accounts to facilitate existing claims and associated data, external file and user interfaces, specialized processing and handling, and service level agreements. A major strength that is important to new customers, has been our system capability import data and to get it out in the form of meaningful reports.

Account	Claims Converted (from prior TPA)
Toms River Regional Schools	2,9691 Workers Compensation & Liability
New Jersey Turnpike Authority & Garden	862 Workers' Compensation & Liability
State Parkway	
Commonwealth of Pennsylvania	185,000 Workers' Compensation
PA Community Providers Association	3,700 Workers' Compensation

#### **Location Establishment/Loss Runs**

During the initial set up meeting and prior to the conversion of data, all of the self-insured location information would be discussed and agreed upon in order to ensure that all loss run information is established for statistical purposes for tracking and analyzing data meets with the self-insured's approval. At this initial meeting Inservco would confirm the format and type of loss run information that we would provide and distribute in order to enable the self-insured to successfully utilize the data to analyze trends and track claims information by participating members.

Loss run information would include check registers, aggregate reporting information, loss experience detail information, loss cause analysis information, lag time reports to simply name a few. Our goal shall be to ensure the client receives the data in the friendliest format for distribution to applicable parties.

### **Bank Account**

Also at the initial set up meeting the establishment of the account transfers would be finalized to ensure the accounts are properly set-up to ensure timely distribution of funds for the payments of claims related expenses.

Inservco has two primary options for issuing indemnity



and expense payments.

• Inservco bank account: The client may choose to issue all payments through an Inservco checking account. The client will be responsible for providing funding to Inservco via electronic transfer or check. Inservco will provide a weekly check register following the time checks are issued and a monthly transaction log. The client may receive the information via fax or e-mail. This method is the most appealing among our customers.



• <u>Client bank account</u>: The client may choose to issue all payments through their own checking account. At the time that Inservco produces the checks, a weekly check register is sent to the client. A monthly transaction log is also produced at month-end. The client will be responsible for maintaining a proper balance in the checking account. If provided the bank statement, Inservco is prepared to reconcile the monthly bank statement, which it currently does for many of our clients that have chosen this option.

Inservco will provide, via fax or email, weekly check registers and a monthly transaction log detailing all activity. Individual payments may also be viewed through our on-line claims system. The client, or Inservco, may reconcile the bank account.

#### **Loss Reporting & Online Access Training**

As an additional part of the initial meeting and, as a benefit to the client, Inservco will coordinate a training schedule for staff to be trained on submission of loss notice information. Inservco has the technology to enable clients to submit claim forms electronically avoiding a rigorous manual process. We provide a substantial amount of well-organized claim information to our authorized client users. This includes convenient search screens, claim, payment, reserve, litigation, adjuster notes, and document screens. While we make it easy to access, we provide the training to ensure its ease. The benefit of this technology results in timely loss reporting which ensures compliance with the State reporting requirements.

#### **Excess Insurance**

At the initial meeting we will secure copies of the excess policies to later determine which claims require reporting to the excess carriers along with all other pertinent reporting requirements.

#### The Claims Team

Following the initial set-up meeting we establish a claims team which reviews the tail claims, if any, in order to determine any required immediate action that must be taken on the claim file in order to ensure benefits are processed timely. An action plan would be established and documented and as any customized handling instructions are developed between Inservco and the client, we would proceed in accordance with our authority as outlined in those instructions.

#### **Client/Claim Review Meetings**

We understand that our participation at the client meetings is expected and we are prepared to discuss and provide recommendations to the client staff on claims/program recommendations to ensure that claims are adjudicated in the most cost effective manner and that efficiencies are realized throughout the management of the program. These recommendations and procedures will be established initially and will be ongoing throughout the life of the contract.

We understand the importance of a successful transition and we are poised and positioned to manage the transition of a program such as a self-insured client. We believe the key to successful transition and implementation is based upon clear effective communication between all parties. We believe Inservco and the client, by working together, will ensure the success of the program. We will make sure all parties are apprised of the program and its general direction.

#### Surveys and Training

As a management tool, we mail surveys to clients, defense counsel, and others seeking feedback on adjuster and organization performance. This confidential information is used to address if additional training is needed. Additionally, Inservco is committed to continuing education both formally and informally. Many of our employees have taken advanced

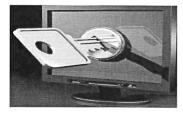


insurance related courses and earned various designations. This process ensures that Inservco continues to provide the highest quality of service to each and every client.

### Our System and Reporting

#### **System Information**

Inservco's computer system is very elaborate, robust, and secure. The security provisions allow access to the user, as deemed appropriate, by the the program's administrator.



Each individual is only able to view his/her own authorized data while the overall program administrator may have broader information available to them depending upon the permissions that are granted. There is the ability to review claims within the system which contains all payment information, reserves, and all other correspondence received in the claim file.

Our workers' compensation claim reporting procedures are web-based and can be submitted directly by the client. Once the client enters the data into the Inservco's First Report of Injury (FROI), 95% of the claim is already set up in our claim system. The supervisor, after review, will assign the adjuster, place reserves on the file and provide direction. Claims are assigned to each adjuster within 24 hours of receipt to allow for immediate action.

Our core claims system is able to store all required claim information including claim number, organization code, agency and any other location specific information. We image all incoming claim documents through our imaging system (ImageRight). Legal documents, correspondence, medical bills and associated explanation of re-pricing documents are easily managed by Inservco's staff and are available for immediate viewing by our customers. On request, the client may request these images in any format they require. Inservco's standard formats include Portable Document Format (PDF) and Tagged Image File Format (TIFF).

Our system stores claims data such as policy information, incident description, and payment and reserve history. The information captured in the system not only allows the claim staff to efficiently resolve claims, but also provides the data found on reports. Inservco captures data about the claim and is not limited to date of occurrence, claim number, location, cause of accident, examiner handling, injury type, part of body affected, date received, diaries and file notes, and financial information. The financial information can be viewed by summary or individual transaction for both reserves and payments.

Our claims management system can provide the standard reports required by each client. These include, but are not limited to loss experience reports, aggregate reports, loss cause analysis reports, and check registers, as well as numerous variations of ad-hoc reports at no additional charge.

NCCI loss codes are also available such as tracking type of injury.

The Inservoo information system infrastructure is extremely secure. Attack and penetration (A&P) testing is conducted annually by an external entity to ensure we remain vigilant in our security efforts. In addition to the A&P testing, an annual IT security audit is also conducted to identify internal and external security risk assessment.

Also, due to banking regulations and Penn National Insurance's use of clearing houses, an annual National Automated Clearing House Association (NACHA) audit is conducted. All of these audits consistently improve the security of the information stored in our system.

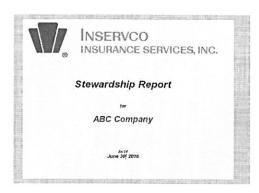
We understand the importance of secure data and continuation of service in the event of disaster. Our information security is extremely important and we use a dedicated manager of information security who also serves as our Health Insurance Portability and Accountability Act (HIPAA) security officer who works closely with the Penn National Insurance corporate compliance officer on such issues while regularly monitoring any anti-breach legislation as well as its relevant impact. Inservco's system is secured by a hot site located on the west coast. Within 48 hours of a system disaster, we can be operational from that location and we can continue to process data from that site until full system recovery occurs.



All systems that are utilized to provide claim management are scanned regularly. The operating system is scanned weekly. Personal computers and laptops are scanned each time they are booted. All security patches are applied immediately. Antivirus software is updated daily with the latest virus scanning releases. Your information is safe and secure with us.

#### Reporting

Inservco understands the importance of obtaining meaningful and timely reports in order to properly manage a program, analyze trends, and make important decisions. We also understand that a "one size fits all" philosophy just is not relevant in today's business environment and it is imperative that good substantive data is available to maintain success. For this reason, Inservco makes it easy for our customers to make these evaluations and formulate decisions. Over the years, we have compiled hundreds of standard and ad hoc reports that are real time and paperless so that clients do not have to endure the rigors of "re-creating"



the wheel". Even more, we make sure that they are available via the internet for easy access at anytime and anywhere. We even maintain a history of these reports avoiding the need to make multiple requests over longer time periods. In addition, to regularly scheduled reports that are scheduled, we also provide an annual stewardship report that provides an aggregated summary over a twelve month period.

Some of our standardized reports include:

Loss Experience Report	Provides per claim and aggregate views of medical, indemnity, expense and
	anticipated payments
Closing Report	Provided on a monthly basis by claim examiner
Loss Cause Code Report	Lists claims with potential for significant loss based on various criteria
Financial Transaction Log	Illustrates various financial transactions during a specific period
Aggregate Limit Report	Compares exhausted and/or incurred value to the aggregate limit
Medical Savings Report	Provides the differential of the requested amount to be paid to a health care
	provider and the actual amount including the percent of savings
Ad Hoc Reports	Customized to the client's organizational needs
Recovery Reports	Illustrates various recoveries on claims

#### References

Inservco enjoys an above average success rate of retaining customers for long periods of time. We focus on delivering the service we promise to each new customer. We strive to be viewed by our customers as partners rather than vendors. We like to think of ourselves as an extension of their human resource, risk, and employee health departments. It is important that each person within the organization sees the value of having Inservco as a resource and a contributor to their success. Some customers that have enjoyed the benefits derived from the Inservco team include:

#### Pocono Mountain School District

P. O. Box 200
Pocono Mountain School Road
Swiftwater, PA 18370
Keri Kish
570-839-7121
2007 to Present Workers' Comp

#### Commonwealth of Pennsylvania

Sherri Keiter-Reed PA Office of Administration Room 513, Finance Building Harrisburg, PA 17122 717-787-9872 2012 to Present Workers' Comp 97,000 Employees, 6,500 claims per year



#### State System of Higher Education

Office of the Chancellor
Dixon University Center
2986 North Second Street
Harrisburg, PA 17110
Beth Fry 717-720-4165
1993 to Present Workers' Comp,
Safety Management, Managed Care
A Pool of 14 State Universities
12,000 Employees, 102,000 Students

#### **PennPRIME**

PA League of Cities & Municipalities
414 North Second Street
Harrisburg, PA 17101
Rick Schuettler 717-236-9469
1993 to Present Workers' Comp, 1996 to Present General Liability
1998 to Present Managed Care
A Pool of 78 Municipalities
10,000 Employees

### **Dauphin County**

P. O. Box 1295 Harrisburg, PA 17108 Donna Miller 717-780-6331 2000 to Present Workers' Comp and General Liability 2,000 Employees

#### Washington County

100 West Beau Street Washington, PA 15301 John Campbell 724-228-6738 2000 to Present Workers' Comp

#### **Cumberland County**

1 Courthouse Square Carlisle, PA 17013 Mick Burkett 717-240-7793 2005 to Present Workers' Comp

#### **Montgomery County**

Montgomery County Court House Norristown, PA 19404 Phillip Newcomer 610-278-3022 1996 to Present Police, Auto and General Liability 2,609 Employees

#### Cambria County

429 Manor Drive Ebensburg, PA 15931 Brian Beppler 814-472-1610 2003 to Present Workers' Comp

#### **Butler County**

124 West Diamond Street Butler, PA 16003-1208 Shari L. Bennetti 724-284-5193 2011 to Present Workers' Comp



### City of Easton

One South Third Street Easton, PA 18042 Glenn Steckman 610-250-6620 2006 to Present Liability

### United Methodist Workers' Comp Trust

Harrisburg, PA 17110 717-512-7778 Marianne Milianta Present to 2009 Workers' Comp

### **Borough of Chambersburg**

100 South Second Street Chambersburg, PA 17201 Kris Baker 717-261-3272 2000 to Present Workers' Comp



#### Service Fee

Annual fee for "life of contract" workers' compensation claims administration \$12,000 Year One \$12,360 Year Two \$12,730 Year Three

Inservco will provide the following services for the stated fees:

- Aggressive management of all new claims.
- No on line access activation fees.
- Issue payments.
- Monthly check registers.
- Complete and file mandated claim forms.
- Coordinate litigated claims with attorney.
- Coordinate claims with excess carrier.
- Coordinate needs with private investigator.
- Claim meetings.
- Enter all claims data into our Computer System.
- Investigate and pursue subrogation potential on all claims.
- Investigate and pursue fraudulent activities.
- Annual SCHIP reporting, if applicable.

<u>Allocated Expenses</u> The claims management fee stated above does not include usual allocated expenses, such as attorneys' fees, outside appraisal costs, photographers' fees, travel expenses for witnesses, surveillance performed by independent professional surveillance firms, independent medical examinations for claim evaluation and defense purposes, court reporters' fees and court costs or defense of any claim. Safety management service is also separate from our quoted flat fee, unless specifically noted, and is part of our broad cost containment and prevention program.

**Additional safety services** are available on a "Per Project" basis as either an hourly rate or a lump sum project fee according to the following schedule:

Hourly Project Rate at \$115 per hour, normal project and related travel expenses will be billed at cost without markup.

PPO Access Fee: 25% of savings below the Pennsylvania Fee Schedule.

Repricing Fee: \$1.25 per line (3 line minimum) - \$55 per DRG



# **Appendix**



# Resumes



#### MICHAEL P. SCHEIB, ARM, AAI PRESIDENT & CEO

**EDUCATION:** 

Susquehanna University, BS, Business Administration

**CONTINUING** 

**EDUCATION:** 

Certificate in General Insurance

Wharton University of Pennsylvania - Insurance Executive Development Program

Associate in Risk Management (ARM) Accredited Advisor in Insurance (AAI) Certified Health Consultant (CHC)

Certified Instructor – Zenger Miller Front Line Leadership

Program Total Quality Management

**SEMINARS:** 

PA Agents License Continuing Education – Personal &

Commercial Umbrellas + Excess Liability Insurance PA Agents License C.E. - Commercial Auto + Liability National Workers compensation & Disability Conference

Supervisory and Management Training Seminar Liability Seminar

Andrews and Wagner Workers Compensation Seminar

**SERVICE:** 

Joined Inservco Insurance Services, Inc. in 1986.

#### **INSURANCE EXPERIENCE:**

In April 2003 Mike Scheib was promoted to President and Chief Executive Officer of Inservco Insurance Services, Inc. Mike directs the strategic and operational planning and results management processes for Inservco. He is also responsible for providing executive leadership for the daily operation and administration of all services to ensure client satisfaction. During his career, Mike has played an active role in developing relationships with all Inservco customers and working with them on a regular basis to ensure that all client needs are met or exceeded. Previously, Mike served in several capacities with Inservco Insurance Services including: Executive Vice President, Vice President of Operations, Vice President of Client Services and Field Management, Marketing Director, and Account Executive. Throughout his career with the organization, Mike has served as a key member on numerous Penn National Insurance committees. Mike has worked in the insurance industry for over 30 years and brings leadership and management skills.

#### **PREVIOUS WORK EXPERIENCE:**

- Capital Blue Cross, Select Account Executive, 1983 1986
- Insurance Company of North America(CIGNA), Marketing Representative, 1980-1983
- Nationwide Insurance Company, Commercial Lines Underwriter, 1978 1980

- Ronald A. Gallagher, Deputy Insurance Commissioner, PA Insurance Department Office of Consumer and Producer Services –717-787-6174
- John T Durbin, Buchanan, Ingersoll Rooney, PC -717-237-4900



# STACI L. ULP, AIC EXECUTIVE VICE PRESIDENT & COO

**EDUCATION:** Temple University, Bachelor in Human Resources and Marketing

# **CONTINUING EDUCATION**:

Associate in Claims (AIC);

Wharton University of Pennsylvania, Insurance Executive Development Delaware Adjuster's License; Connecticut Casualty Adjuster's License; Council on Education Management; Workers Compensation Update – 1997; Principles of Subrogation, Penn National Insurance; Pre- Act & Post-Act 57 Vocational Placement, Bar Institute Compromise and Release Agreements Involving Medicare, Thomas, Thomas, & Hafer; WebCE Automobile Insurance; Fraud Investigation, Penn National Insurance; 2010 Recent Developments, Pietragallo, Bosick, and Gordon

#### **PUBLICATIONS:**

- 6<sup>th</sup> Annual Conference, Council on Education, Council on Education
- Management, "Workers' comp Update 99", Speaker
- PRIMEWATCH, When Indecision Can Cost the Member and Penn PRIME
- Thousands of Dollars", January 1999, Author
- PRIMEWATCH, "Panel of Providers, A good Idea" 2001, Author

**SERVICE:** Joined Inservco Insurance Services in 1994

**EXPERIENCE:** In 2016 Staci was named Executive Vice President & COO of Inservco at Inservco's corporate headquarters. Staci's current responsibilities include directing strategic and operational issues for the overall successful management of all claim operations within Inservco, to include Professional Liability to ensure client satisfaction. During her career at Inservco Staci has held many key roles and has been active in developing relationships with all clients to ensure goals are met or exceeded. Throughout her 24 year career, she has been involved in not only directing the daily claim operations, setting strategic initiatives for Inservco, contract negotiations technical claim issues and finding solutions to meet the needs of each Inservco client. Staci provides training seminars to staff and clients on various topics involving claim issues, regulatory matters, and case law.

#### PREVIOUS WORK EXPERIENCE:

- Inservco Insurance Services, Vice President Client Services-Field Mgt 2013-2016
- Inservco Insurance Services, Regional Vice President, 2006-2013
- Inservco Insurance Services, Claims Manager, 2000-2006
- Inservco Insurance Services, Account Manager, Self-Insured, 1995-2000
- Inservco Insurance Services, Self-Insured Senior Claims Representative, 1994-1995
- Liberty Mutual Insurance Company, Senior Claims Representative, 1992-1994

#### **PROFESSIONAL REFERENCES:**

• Ed Jordan, Esquire, Esq., Thomas, Thomas, and Hafer, 717-255-7646



### MICHAEL J. WASILEWSKI APPLICATION MANAGER

**EDUCATION:** 

Shippensburg University, M.S. Information Systems

Indiana University of PA, B.S., Human Resource Management

**CONTUNING EDUCATION:** 

• Certificate in General Insurance

• BizTalk Server 2006 Developer Deep Dive

• Microsoft Certified Technology Specialist, BizTalk Server 2006

• Developing Microsoft .NET Applications for Windows

• Associate in Information Technology (AIT) -presently pursuing

**SERVICE:** 

Joined Inservco Insurance Services, Inc in December, 2009.

INSURANCE EXPERIENCE: Mike joined Inservco as the Application Manager for Inservco's IT staff. Beginning his career as a commercial liability and workers comp claims adjuster, Mike gained valuable experience in claims handling. As a business analyst, Mike was instrumental in implementing the ImageRight document management system into Inservco and Penn National's (PNI) claims department. Mike was the lead analyst for Inservco and developed the workflows and processes that kept work moving in a paperless environment. Mike has been a lead analyst on claim system replacement and upgrade projects for Inservco and PNI, and has lead a number of other automation initiatives for both companies including automatic bill paying and consolidation of the support staff through improved automation to reduce expenses. While in PNI's IT department, he developed business applications using .NET, SQL, and BizTalk and became the System Administrator and Design Architect for BizTalk. Mike was instrumental in the development of an agent portal to enter and submit personal lines quotes that flow through an automated process where the majority is approved without human interaction.

#### PREVIOUS WORK EXPERIENCE:

- Inservco Insurance Services, Application Manager, 2009 Present
- Penn National Insurance, Application Development Analyst IT, 2006 to 2009
- Penn National Insurance, Sr. Business Analyst Claims Department, 2002-2006
- Inservco Insurance Services, Business Analyst/Sr. Business Analyst 1998-2002
- Penn National Insurance, Business Analyst Claims Department, 1995-1998
- Penn National Insurance, Workers Comp Claims Adjuster, 1994 1995
- Nationwide Insurance, Commercial Claims Adjuster, 1991-1994

#### PROFESSIONAL REFERENCES:

Mike Watts, Director - Claims IT & Administrator, PNI
Tim Caskey, Sr. Application Development Specialist, PNI
717-234-4941 ext. 2245
717-234-4941 ext. 2358



#### SUSAN M. PREUN TEAM LEADER

EDUCATION: Northern High School, Dillsburg, PA - Business Curriculum

# **CONTINUING EDUCATION**:

- American Educational Institute Claims Law, Legal Principles
- PA-10 Workers' Compensation Claims Basic
- PA-11 Workers' Compensation Claims Advanced
- PA-12 Medical and Rehabilitation
- PA-13-Legal Aspects of Workers' Compensation
- Property and Liability Insurance, Insurance Institute of America

**SEMINARS:** 

Timely Topics in Workers' Compensation Law, Fried Kane Workers' Compensation Updates, The Law Firm of David Oh Settlements Involving Medicare, Thomas, Thomas & Hafer

**SERVICE:** 

Joined Inservco Insurance Services, Inc. in May, 2002.

INSURANCE EXPERIENCE: Sue has been managing workers' compensation claims since 1975 in various capacities and for the past 22 years she has been managing lost time claims files. In her current capacity as a Team Leader, Sue has been investigating, evaluating and determining the eligibility for ongoing benefits for lost time claims while also assessing and developing litigation strategies to resolve claims to reduce the exposure on these cases. During the PHICO liquidation Sue assisted with the review of hundreds of claim files to ensure benefits were continued in a timely appropriate manner to serve injured workers. Also, Sue's technical expertise has benefited her in resolving various claims due to her ability to negotiate equitable settlements, saving the self-insured clients a significant amount of money. Sue also supervises claims staff to be sure that they are adhering to our company's written policy procedures, as well as following the guidelines pursuant to the Workers' Compensation Act.

#### **PREVIOUS WORK EXPERIENCE:**

- PHICO Insurance Company, Senior Claims Representative, 1993-2002
- GAB Business Services Inc., Claims Representative, 1989-1993
- Alexander & Alexander, Certificate Assistant, 1987-1989
- PHICO Insurance Company, Claims Processor, 1986-1987
- St. Paul Fire & Marine Insurance Company, Claim Processor, 1975-1986

- Charles Barareas, Esquire, The Chartwell Law Offices, 610-666-7700
- Joanne Ludwikowski, Esquire, McCormick Law Office, 570-326-5131



#### ROXANNE COLTOGIRONE CLAIMS TECHNICAL SPECIALIST

**EDUCATION:** 

Elizabeth Forward Senior High School

**CONTINUING** 

**EDUCATION:** 

AIC 34 Workers' Compensation and Medical Aspects of Claims

Claims Basics, Pictorial Course

**SEMINARS:** 

Legal Seminar, Pietragallo, Bosick, & Gordon

Legal Seminar, O'Brien, Rulis & Bocchichio

Legal Updates, Cipriani & Werner

Legal Seminar, Fried, Kane, Walters, Zuschlag & Grochmal

**SERVICE:** 

Joined Inservco Insurance Services, Inc in 1988.

#### **INSURANCE EXPERIENCE:**

She began her career supervising clerical staff to ensure that all Bureau forms and status reports were prepared timely and accurately for all accounts. Roxanne then began her adjusting career in 1992 and has now been investigating workers' compensation claims for almost 20 years. She was previously dedicated to the PA Security Fund unit managing all types of claims including medical only and lost time cases. She is now exclusively handling claims for self-insured clients working aggressively to get employees back to their pre-injury positions or refers them for vocational rehabilitation. Roxanne monitors medical treatment and files utilization reviews when necessary to enable any client to cease payment of medical benefits if it is determined that treatment is excessive and unnecessary. She also manages lost time litigated files for various clients. Roxanne is effective at settling cases thereby reducing the exposure for the clients.

#### PREVIOUS WORK EXPERIENCE:

- Inservco Insurance Services, Clerical Supervisor, 1988-1992
- Tillies Restaurant, Customer Service Representative, 1985-1988
- Hi-Tech Industries, Administrative Assistant, 1982-1985

- Shannon Fellin, Esq., Marshall, Dennehey, Warner, Coleman & Goggin, 717-651-3507
- Gary Scoulos, Esq., Meyer, Darragh, Buckler, Bebenek & Eck, 412-553-7075
- Jeffrey Snyder, Esq., The Chartwell Law Offices, 610-666-8409
- Scott Rigdon, Esq., Brennan & Associates, 610-372-0101



#### PHYLLIS R. GREENE CLAIMS REPRESENTATIVE II

**EDUCATION:** Harrisburg Area Community College, Harrisburg, PA Culpepper High School, Culpepper, VA

**CONTINUING** 

**EDUCATION:** Interpreting Medical Reports

Insurance Institute of America – Intro.to Property and Liability Insurance Society of Philadelphia – Litigation Control and Mgmt.

**Business Writing Skills** 

Microsoft Word & Excel - Intermediate Achieving Extraordinary Customer Relations Commercial General Liability Coverage

**SEMINARS:** 

Certified Electronic Billing Systems

Computer Learning Center

SERVICE:

Joined Inservco Insurance, Services, Inc. in 2002.

#### **INSURANCE EXPERIENCE:**

Phyllis joined Inservco with over 12 years of claims handling experience. As an effective adjuster, her responsibility was to investigate losses, evaluate exposure to her self-insured clients, then strategize a specific plan of action to resolve the claim as cost effectively as possible. Phyllis's many strengths include her strong organizational skills that are beneficial in her work involving new claim establishment, distribution of loss runs to clients, timely resolution of provider inquiries, and completion of many of the Bureau of Workers' Compensation claim forms. Phyllis was promoted to Claim Associate where her responsibilities include prompt contact, comprehensive investigation, and a coordinated gathering of all relevant information that is necessary to determine compensability.

#### PREVIOUS WORK EXPERIENCE:

- PHICO Group, Claim Representative, 1998-2000
- PHICO Group, Professional Insurance Trainee, 1997-1998
- PHICO Group, Workers' Compensation Medical Payment Specialist, 1996-1997
- PHICO Group, Indemnity Payment Specialist, 1989-1996
- PHICO Group, CRT Operator, 1988-1989

- Leonard Leer, Claim Representative, (717) 214-1442
- Patsy Dupert, Youth Counselor, (717) 697-2516



#### LISA BEALE CLAIMS REPRESENTATIVE

**EDUCATION:** Cedar Cliff High School, Camp Hill, PA

Business – Accounting

**CONTINUING** 

**EDUCATION:** Medical Terminology

PA 10 – Workers' Compensation Basic

PA 11 - Workers' Compensation Advanced

Introduction to Paralegal Word & Excel 2000 Adventures in Attitude

**SEMINARS:** 

PA Workers' Compensation Law

PA Workers' Compensation Update 2007

Tips for Avoiding Claims and Winning Litigation Workers' Compensation Case Law Update 2007

Workers' Compensation in PA Today Medicare Set-Asides and Settlements

**SERVICE:** 

Joined Inservco Insurance Services, Inc in 2002

INSURANCE EXPERIENCE: Lisa joined Inservco as a CSO workers' compensation clerk where her responsibilities focused on accuracy of payment of bills, timely handling of Workers' Compensation Bureau forms, customer service and communication with clients. Lisa was promoted to Claims Associate in 2003 where her responsibilities focused on determination of whether the treatment was related to the diagnosed injury as well as its necessity and reasonableness. In 2006, Lisa was promoted to Claims Representative and her responsibilities included the handling of lost time claims and medical only claims including the investigation into the circumstances of how, when, and where the injury occurred. Lisa also makes timely determinations of compensability, recommendations for independent medical examinations and vocational rehabilitation, submission of regular reports and adjustment of reserves to accurately reflect the exposure of each case. She also has experience in handling litigated claims. Lisa has excellent relationships with clients, colleagues and providers.

#### **PREVIOUS WORK EXPERIENCE:**

PHICO Insurance Company 1986 - 2001

- 1986 1993 Accounting
- 1993 1999 Claims
- 1999 2001 Underwriting

#### **PROFESSIONAL REFERENCES:**

Jeffrey Eiseman, Esquire, Sand and Saidel PC (215) 851-0200 Ryan Zavodnick, Esquire, Naulty Scaricamazza & McDevitt (267) 238-1978



# CHARLES BAKER DIRECTOR, SAFETY MANAGEMENT

**EDUCATION:** Temple University, B.S., Electrical Engineering

Temple University, M.S. Environmental Engineering/Industrial Hygiene/Safety

# CONTINUING EDUCATION:

- OSHA HAZWOPER Certified (40 hour)
- OSHA Incident Command Certified (24 hour)
- OSHA Certified (10 hour)
- DHS Transportation Workers Identification Credential (TWIC) Clearance

#### **REGISTRATION:**

• Certified Safety Professional (CSP) – Board of Certified Safety Professionals (#19689)

#### **PUBLICATIONS:**

 Contributing Editor, <u>OSHA Handbook</u>, Pennsylvania Chamber of Business and Industry, 2009/2010 Edition.

**SERVICE:** Joined Inservco Insurance Services in 2011.

**EXPERIENCE:** Over the past 15 years, Chuck has developed, implemented, and managed employee safety programs. He has conducted health, safety, and management systems audits at over 300 facilities throughout the US, Europe, and Asia within a variety of industries. Chuck spent several years on the staff at Temple University teaching engineering courses and as the Laboratories Safety Manager in the College of Engineering.

#### PREVIOUS WORK EXPERIENCE:

- EHS Business Management, LLC, Owner, 2009-2011
- Compliance Management International (CMI), Senior Manager, Safety Services, 2007-2009
- Environmental Resources Management, Inc. (ERM), Regional Director of Safety, 1998-2007
- Temple University, College of Engineering, Lab Manager, Interim Professor, 1993-1998

- Joseph Baker, CIH, CSP, Partner, ERM, Inc. (610) 524-3500
- Tu Dam, Vice President, General Dynamics OTS, (717) 244-4551
- Cindy Wiltrout, Director of H&S, Saint-Gobain Verallia, (765) 741-7000



**Sample Contract** 



# SERVICE AGREEMENT FOR ADMINISTRATION OF SELF-INSURANCE PROGRAM

Ha	This Agreement, made and entered into this day of 201, by and between INSERVCO SURANCE SERVICES, INCORPORATED, a Pennsylvania corporation with its principal place of business in rrisburg, Pennsylvania, Dauphin County, (the "Company") and, with principal offices ated in, Pennsylvania, (the "Self-Insured").
leg	In consideration of the mutual promises and agreements contained in this Service Agreement, and intending to be ally bound, the parties agree as follows:
A.	<u>DEFINITIONS</u> .
The	e following definitions will apply to the words and phrases when used in this Agreement:
1.	"Allocated Expenses" shall mean all items of expenses, including, but not limited to attorneys' fees, photographers' fees, expert witnesses', fees for medical examinations for claim evaluation purposes, court costs, travel expenses for witnesses, medical management, vocational rehabilitation, court reporters' fees, costs or expenses relating to the investigation, negotiation, settlement, or defense of any claim and as may be necessary for the handling of subrogation cases. Except for legal fees and capped attorney fees, such Allocated Expenses shall require specific prior written or verbal approval of Self-Insured.
2.	"Catastrophic Loss" shall mean a claim involving multiple (10 or more) claimants resulting from the same occurrence, accident, etc. In the event of multiple claimants, each claimant, No. 10 and above, will be considered a separate claim and a \$250 per claim fee charged.
3.	"Claims Administration Services" shall mean those services provided by the Company as further described in Section B (1) in this Agreement.
4.	"Program" shall mean the Self-Insured's insurance program.
5.	"Administrative Account" an account used to pay for expenses associated with the Program that are not able to be allocated to any particular claim file. An authorize representative of the Self-Insured shall direct all disbursements from this account.
B.	OBLIGATIONS OF THE COMPANY.
1.	With regard to Claims Administration Services, the Company agrees to:
	a) Review all Self-Insured's Report of Claim forms submitted by the Self-Insured in which the dates of injury fall

during the term of this Agreement and to conduct such investigation as the circumstances of each case dictate;

b) Establish and maintain estimated reserve figures for each claim file and to consult with the Self-Insured with

respect to payment of any case that is over Company's discretionary settlement authority;



- d) Maintain claim files for each reported claim throughout the life of the claim (in paper or imaged format), retain all closed files for a period of three (3) years following closing of the file, and, after three years, return the closed files to Self-Insured;
- e) As soon as reasonably practicable following the end of each month, furnish to the Self-Insured statistical information consisting essentially of the following details:
  - (i) The total number of claims reported to the Company during the preceding month;
  - (ii) The total amounts paid by the Company during the preceding month and a breakdown of said total on a "by line" basis;
  - (iii) The amounts paid by the Company during the preceding month on each individual case on a "by line" basis;
  - (iv) The amounts paid to date on each open claim or claim closed during the preceding month; and
  - (v) Outstanding reserves on each individual case on a "by line" basis;
- f) Transmit, weekly, to the Self-Insured a list of all medical and indemnity benefits and Allocated Expenses to be paid, the total of which represents the amount that the Self-Insured shall immediately make available in its account for payment of that week;
- g) Issue drafts or checks for payment of benefits and Allocated Expenses, said drafts or checks being paid from an account maintained by the Company at a bank of its choice with fees or charges in connection with the account being the responsibility of the Company;
- h) Upon any termination of this Agreement, renegotiate the amount of the funds to be made available by the Self-Insured to conclude cases under the provisions of Section F.5. herein and at the conclusion of all services under this Agreement to have a final reconciliation of the account and to leave any unused funds for use of the Self-Insured;
- i) Notify the Self-Insured and excess insurance carrier of any specific case that may involve the Self-Insured's excess insurance carrier for the Program being administered by the Company. The Company will comply with all claims reporting requirements of the excess carrier. The Client's failure to timely provide the excess insurance policies and any necessary information that is reasonably required to report such claims shall relieve the Company of its obligation to report to the Client's excess carrier;
- j) Provide all necessary subrogation services within claims management fee;
- k) Attend any regularly scheduled Self-Insured claims meetings to review claims;
- 1) Notify the Self-Insured and seek approval for any claim requiring litigation as soon as reasonably practical;
- m) Safety management/loss control services will be billed at an hourly agreed rate if services so desired;
- n) Maintain and supervise such personnel as may be necessary to perform Company's duties hereunder, with the hiring, assignment and termination of such personnel being at the sole discretion of the Company; and
- Maintain professional liability insurance coverage to insure against any claim for damages arising out of or by reason of
  any acts or omissions directly or indirectly in connection with the Company's performance of its services under this
  Agreement.
- 2. The Company acknowledges and agrees that if the Self-Insured has now, or creates in the future, an Administrative Account then Company will process the payment from the Administrative Account those expenses that are submitted by the Self-



Insured that have been approved by at least one authorized representative of the Self-Insured. The Self-Insured shall designate in writing those individuals that authorized to direct such payments. The Self-Insured designates [LIST ALL NAMES] as authorized representative(s) for this purpose. The Self-Insured further acknowledges and agrees that the Company, its affiliates, or any of their respective officers, directors, employees, or representatives shall not be required to review for the authenticity, legitimacy or validity of the expenses to be paid from the Administrative Account. The Self-Insured's authorized representative(s) are solely responsibile to review, approve and direct payments made from the Administrative Account. In no instance shall the Company be considered a fiduciary of the Administrative Account. The Self-Insured shall indemnify for all expenses and hold harmless the Company for any negligent, reckless or willful misconduct by Self-Insured's authorized representative in reviewing, approving and directing payment from the Administrative Account.

3. It is understood and agreed that the Company will not perform, and the Self-Insured will not request the Company to perform, any services which may constitute the practice of law.

### C. <u>OBLIGATIONS OF THE SELF-INSURED</u>.

- 1. The Self-Insured agrees to:
  - a) Promptly report all claims to the Company;
  - b) Pay to the Company the service fees as set forth in this Paragraph F of this Agreement;
  - c) Make available immediately in its account a sum equal to the weekly list of payments and Allocated Expenses supplied by the Company;
  - d) Assume the cost of defense of any action on behalf of the Company, its agents or employees, if any of them are named as a defendant(s) in any action: (i) where the plaintiff's cause of action involves a claim hereunder; and (ii) where there are no allegations of errors, omissions, torts, intentional torts or other negligence on the part of the Company;
  - e) Select legal counsel from list supplied by the Company or provide its own counsel list, and after doing so, permit the Company to assign cases and/or to consult with such counsel as the Company may deem appropriate; and
  - f) Provide the Company with such additional information with respect to matters incidental to the Company's performance of services under this Agreement as may be requested by the Company from time-to-time.
  - g) Provide copies of the excess insurance policies for the Program.
- 2. The Self-Insured shall be responsible at all times for the payment of all claims and Allocated Expenses covered by the claims administration services provided by the Company pursuant to this Agreement.
- 3. The Self-Insured shall cooperate with the Company in the performance of its claims administration services hereunder. The Company shall not be liable for any breach of obligations under this Agreement caused in whole or in part by the lack of cooperation or breach of obligations by the Self-Insured.

#### D. INDEMNIFICATION.

1. The parties agree to indemnify and hold the other party, its employees, and owners harmless from any liability, loss, cost, damage, or expense, including attorney's fees, arising out of or incident to the other party's performance of the terms of this Agreement. The parties shall further indemnify, defend and hold harmless the other party, its officers, directors, employees or agents from and against and in respect to any and all liability, loss, cost, damage or expense, including reasonable attorney's fees, that party shall incur or suffer, which arises out of, respect from or relate to any negligent act or gross or willful misconduct in the performance of a party's obligation under this Agreement by its officers, directors, employees, or agents.



- 2. In addition to Self-Insured's duty to indemnify Company as set forth above, Self-Insured further agrees and understands that if a claim for bad faith is made against the Company and the complained of action or inaction was taken by the Company at the specific direction of the Self-Insured or in reliance upon statements made by the Self-Insured or was consistent with industry claims handling standards then the Self-Insured will indemnify and hold the Company harmless from any liability, loss, cost, damage, or expense, including attorney's fees.
- 3. The defense, including legal fees and costs together with the amount of any judgment, of any legal action against Self-Insured arising out of a claim for coverage under the Program, shall be the responsibility of the Self-Insured and shall not be an obligation of the Company.
- 4. The Company shall not, by entering into and performing services in accordance with the terms of this Agreement, become liable for any of the existing or future obligations, liabilities, or debts of the Self-Insured.
- 5. The indemnifications provided for by this section shall survive the termination of this Agreement.

#### E. <u>LIMITATION OF LIABILITY</u>.

THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, OR DAMAGES RESULTING FROM THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. THE COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, DOCUMENTATION OR SERVICES WHETHER IN CONTRACT, TORT (EXCEPT FOR PHYSICAL INJURY OR PROPERTY DAMAGE) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY THE SELF INSURED TO THE COMPANY UNDER THIS AGREEMENT. THE SELF INSURED ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, THE FEES CHARGED FOR THE SERVICES COULD BE HIGHER.

#### F. FEES, TERM & TERMINATION.

- 1. <u>Term.</u> Except as otherwise provided for in Paragraph F.3 below, the term of this Agreement shall be for three year(s) beginning on 08/01/10 and ending on 07/31/13.
- 2. <u>Fees.</u> Fees for claims administration services under this Agreement and for the term specified in Paragraph F.1 above are as follows:
  - a) For the period 08/01/10 07/31/11 shall be a per claim fee of \$xxxper indemnity claim and \$xxxx per medical only claim;
  - b) For the period 08/01/11 07/31/12 shall be a per claim fee of \$xxxx per indemnity claim and xxx per medical only claim:
  - c) For the period 8/1/12 7/31/13 shall be a per claim fee of \$xxxx per indemnity claim and \$xxxx per medical only claim.

#### 3. Termination.

- a) Either party may terminate this Agreement at any time, and for any reason, during the term of the contract by giving the other party sixty (60) days advance written notice.
- b) Either party may terminate this Agreement immediately for cause by giving the other party written notice and that party has failed to cure the situation. Reasons to terminate "for cause" shall include, but not be limited to, the following circumstances:
  - (i) It is established that either party needs and has lost, has suspended or has not secured a license, governmental approval or exemption in accordance with applicable laws or regulations in order to enter into or perform this



Agreement; or

- (ii) Either party materially breaches this Agreement in any manner where such material breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party; or
- (iii) Either party shall apply for or consent to the appointment of a receiver, trustee or liquidator of Self-Insured or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of creditor, adjudicating Self-Insured bankrupt or insolvent or approving a petition seeking reorganization of the Self-Insured and such order, judgment or decree shall continue unstayed and in effect for period of sixty (60) consecutive days, then in case of any such event, the term of this Agreement shall expire, at Company's option, on ten (10) days written notice to Self-Insured.
- 4. The handling of any claim pending on the date of termination of this Agreement shall be negotiated by both parties unless the parties agree to enter into a renewal or new contract for the same services. In such case, all pending claims shall be handled consistent with the fees set forth in the new Agreement.
- 5. Upon termination of this Agreement, the Self-Insured shall be entitled, if it so requests, to possession of the electronic files the Company has maintained for claims, medical incidents, and occurrences (but not including any computer software or other proprietary information of the Company), provided, however, that the Company and its employees, agents, or attorneys shall continue to be entitled to inspect such files and make copies or extracts there from subject to approval by Self-Insured;
- 6. Upon termination of Company's duties hereunder, it shall be the responsibility of the Self-Insured to arrange and pay all costs for the transfer to a successor of custody of any of the Self-Insured's records in the Company's possession including original claims records. The Company may, at its option, transfer such records in such form, as it may desire, including computer tapes or disks, and it is the responsibility of the Self-Insured to convert such information into a form required by successor. In addition, the Company shall deliver to the Self-Insured all electronic data and hard copy data, if any, for claims within thirty (30) days following the termination of Company's duties hereunder.
- 7. It is expressly understood that the Company shall not be required to advance its own funds to pay losses or Allocated Expenses hereunder or to perform any services hereunder if the Self-Insured fails to provide adequate funds as herein set forth. Company will not be considered the insurer, guarantor or underwriter of the liability of the Self-Insured for coverage and Self-Insured will have final responsibility and liability for payment of claims in accordance with the provisions of the Program.

#### G. CONFIDENTIALITY.

The parties agree to keep all oral and written information confidential and, other than required to satisfy obligations under this Agreement, to refrain from releasing such information to any third party without the express written authorization of the other party, except to the extent such release may be required by law, regulation or court order and in which case prior notice of such release shall be given to the other party.

#### H. RIGHT TO AUDIT.

The Self-Insured shall have the right to review any open or closed claim files, billings, invoices, payment history related to a claim made under the Program and the services provided for a particular claim. Any such reviews shall be during normal business hours and upon reasonable advance notice to the Company.

#### I. RELATIONSHIP OF THE PARTIES.

In the performance of the work, duties and obligations of the parties to this Agreement, Company shall at all times be acting and performing as an independent contractor with respect to Self-Insured. No relationship of employer and employee.



partner, joint venturer, agent, fiduciary, trustee, or similar relationship between Company and Self-Insured is created by this Agreement or by performance of any activities contemplated hereunder. The Self Insured acknowledges and agrees that none of the Company, its affiliates, any of its subcontractors or vendor service providers, or any of their respective officers, directors, employees, agents, or representatives are employers or employees of the Self-Insured, partners, joint venturers, agents, fiduciaries or trustees or hold similar relationships with respect to the Self-Insured. Neither party hereto will make any claims or demands against the other party for any liability or loss of any kind or character in connection with any such relationships, including, without limitation, claims for employee benefits. In addition, neither party shall have any power or authority to act for or on behalf of, or to bind the other except as herein expressly granted, and no other or the grant nor denial of power or authority specifically mentioned herein shall imply greater power or authority.

#### J. DISCLOSURE OF BUSINESS ARRANGEMENTS

Self Insured understands and acknowledges that the Company may have business agreements, including cost sharing arrangements, with the vendor service providers that perform services related to this Agreement or in connection with the services provided under this Agreement including the Claims Administration Services provided by the Company and the services related to allocated and unallocated expenses. As part of these business agreements, there may be financial considerations paid by the vendor service provider to the Company for the resources and services that the Company may provide, which could include marketing, personnel, information technology, system access, and various administrative services. The amounts, which may be material, that the Company may receive from a vendor provider vary from provider to provider and may depend upon the types and quantity of resources and services the Company provides to the vendor provider. Self Insured understands and acknowledges that it is under no obligation to utilize any vendor provider that is recommended by the Company to perform services related this Agreement and if Self Insured elects not to utilize the services of a recommended vendor provider, then Self Insured can select a vendor service provider it chooses to the perform such services. Self Insured acknowledges that if it selects a vendor service provider different than one that is recommended by Company then there may be an adjustment to the Claims Administration Services fee. Self Insured also acknowledges that it has control over the types of and amounts of services a vendor service provider performs under or in connection with this Agreement, whether recommended by the Company or selected by Self-Insured.

Self Insured understands and acknowledges that the Company also has an ownership interest in Keyscripts LLC, a managed care vendor that provides pharmacy benefit physical therapy newtwork and durable medical equipment network services, that the Company may recommend using to control costs for the Program. As with any other vendor service provider, Self Insured is able to choose a different service provider for these theses.

#### K. MISCELLANEOUS PROVISIONS.

- 1. Waiver. Failure of either party to enforce at any time any provision of this Agreement or to exercise any of the rights granted in this Agreement shall not affect or impair the validity of any part of this Agreement or the right to require full performance at any time thereafter. Further, the waiver by either party of a breach of any such provision shall not be held to be a waiver of any subsequent breach thereof.
- 2. Severability. If, at any time, any part of this Agreement is found to be unenforceable, illegal, or contrary to public policy, then the remainder of the Agreement remains in full force and effect except for the unenforceable portion.
- 3. *Notices*. Any notices required by this Agreement shall be in writing and may be delivered personally or by registered mail, postage prepaid, and addressed to the respective parties at the last known address given by either party to the other.
- 4. *Applicable Law*. This Agreement shall be construed, enforced, and administered in accordance with the laws of the Commonwealth of Pennsylvania.
- 5. *Headings and Subheadings*. The headings and subheadings in this Agreement are inserted for the convenience of reference only and are to be ignored in any construction of the provisions thereof.
- 6. *Gender and Number*. Wherever applicable, the feminine or masculine pronoun as used herein shall also include the masculine and feminine, as the case may be, and the singular or the plural, and vice versa.



- 7. Reference to Statutes and Regulations. Reference in the Agreement to laws, statutes, and regulations shall include all applicable local ordinances, state or federal statutes and all applicable regulations, rulings, procedures, releases, and other procedures, releases and other position statements issued by any governmental agency.
- 8. Entire Agreement. This Agreement represents the entire and exclusive statement of the Agreement of the parties and no modification or amendment of this Agreement shall be valid unless made in writing and signed by both parties. Such modification or amendment shall be attached to and will become a part of this Agreement.
- 9. *Counterparts*. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the date(s) indicated.

ATTEST:	INSERVCO INSURANCE SERVICES, INC.
	By: Name: Title: Date:
ATTEST:	[SELF-INSURED]
	By: Name: Title:



# East Stroudsburg Area School District Risk Management Services Self-Insurance Workers' Compensation Program Management Services

### **Purpose**

The purpose of this agreement is to outline the services provided by Engle-Hambright & Davies, Inc. (EHD) to act as the contracted risk management consultant to assist the East Stroudsburg Area School District with the overall management of its self-insured workers' compensation program.

#### **Term**

The term of this continuation of services agreement will be effective July 1, 2017 through June 30, 2020.

The East Stroudsburg Area School District shall have the right to terminate any or all of the services covered by this agreement with having to show cause, upon providing ninety (90) days written notice to EHD.

EHD shall have the right to terminate any or all of the services covered by this agreement with having to show cause, providing ninety (90) days written notice to the East Stroudsburg Area School District.

### **Scope of Services**

Those services as described below:

The overall scope of services for this agreement will be to aid the East Stroudsburg Area School District and the Administration in the management of its self insured workers' compensation program.

EHD will act as a risk management partner to the East Stroudsburg Area School District Administration to ensure the program is being managed effectively. The services include:

- Completion of the Commonwealth of PA Self Insurance application and Accident and Illness Prevention Program application.
- Monitor the state required 16 policies comprising the Accident and Illness Prevention program.
- Development and Implementation of a formal, light-duty program.



#### Scope of Services (Continued)

- Facilitate a Workers' Compensation training program so employees understand the importance and costs associated with workers' compensation.
- Provide management and oversight for the Safety Committee for the entire school district and individual locations, as requested by the East Stroudsburg Area School District.
- Review of state required forms and postings, including but not limited to, the Doctor Panel and the Doctor Panel acknowledgement forms.
- Marketing and placement of the excess insurance policy on a 'net of commission' basis.
- Review claims quarterly, or at the request of the School District.
- Facilitate interviews and recommendations to select Workers' Compensation Counsel.
- Selection and monitoring of Third Party Administrator to ensure first class service.
- Provide Budget and Forecast analysis of Workers' Compensation costs for each fiscal year.
- Availability for East Stroudsburg Area School District Administration for questions regarding the Self Insured program.
- Conduct Annual Stewardship meetings with the School District, EHD, Third Party Administrator and Workers' Compensation Counsel.

All of the services outlined are consistent with those needed to maintain a cost-effective, self-insured workers' compensation program.

#### Fees

The discounted fee for these risk management services outlined in the scope of service is \$65,000 annually. Annual payments of \$65,000 will be due on July 31<sup>st</sup> each year of the agreement. There are no other charges to the East Stroudsburg Area School District for the services outlined above. If at any time there are any charges for anything related to the management of the self insured workers' compensation program not specifically outlined above will be specifically disclosed and must be approved by the East Stroudsburg Area School District.



#### **Independent Contractor**

EHD is an independent contractor, and neither EHD nor its agents, servants or employees shall be considered as employees of the East Stroudsburg Area School District.

#### Qualifications

EHD warrants and certifies that it has the time, abilities, professional expertise and position in the marketplace to perform the services required under this agreement. EHD warrants and certifies that neither it, nor its officers, agents and employees have any personal or financial interest that would conflict with, or interfere with, the provision of services under this agreement to the East Stroudsburg Area School District.

#### Indemnification and Insurance

EHD shall defend, indemnify, save, and hold harmless, the East Stroudsburg Area School District its officers, agents and employees, from any claims, suits or actions that may be brought by third persons, on account of personal injury or death or damages to property, where the third person's claim, suit or action arises out of any act, error or omission by EHD while performing the services required under this agreement. Further, EHD agrees to maintain, in full force and effect, the following policies of insurance during the terms of this agreement:

<u>Insurance Coverage</u>	Limits of Liability
Errors & Omissions	\$ 10,000,000
General Liability	\$ 1,000,000 per Occurrence
	\$ 1,000,000 per General Aggregate
Business Automobile	\$ 1,000,000 Single Limit
Workers' Compensation	Statutory Limits
Employer's Liability	\$ 500,000 Each Employee
	\$ 500,000 Each Accident
	\$ 500,000 Disease Policy Limit
Umbrella Liability	\$ 10,000,000



#### **Termination of Services**

EHD shall have the right to terminate any or all of the services covered by this agreement with having to show cause, by providing ninety (90) days written notice to the East Stroudsburg Area School District.

The East Stroudsburg Area School District shall have the right to terminate any or all of the services covered by this agreement with having to show cause, upon providing ninety (90) days written notice to EHD.

#### Notice

Any notice to be given, related to this agreement, shall be sent Certified Mail, return receipt requested, to the following addresses:

If to EHD:

Michael Malinowski, Vice President EHD One Meridian Blvd. Suite 4A01 Wyomissing, PA 19610

If to the East Stroudsburg Area School District:

Jeffrey Bader Chief Financial Officer 50 Vine St. East Stroudsburg, PA 18301

East Stroudsburg Area School District	EHD
Ву:	Ву:
Date:	Date:

#### Anthony P. Salvino

3701 Corporate Parkway, Suite 300 | Center Valley, PA 18034-8233 Direct 610.782.4949 | Fax 610.782.4929 salvinoa@whiteandwilliams.com | whiteandwilliams.com

May 17, 2017

#### Sent via email

Krista Miller EHD 1857 William Penn Way P.O. Box 11600 Lancaster, PA 17605-1160

#### **RE:** East Stroudsburg School District

Thank you for your email of May 15, 2017 requesting a proposal to represent the East Stroudsburg School District in Workers' Compensation matters. Accordingly, please let this correspondence serve as the response of White and Williams LLP.

#### I. Experience Handling Defense of Workers' Compensation Cases in PA

White and Williams LLP is a Pennsylvania-based law firm that is over one hundred (100) years old. First and foremost, we are a defense firm. We have handled Workers' Compensation cases since the enactment of the Pennsylvania Workers' Compensation Statute in 1915. Currently, we have four (4) attorneys in Pennsylvania who handle solely Workers' Compensation defense work. Combined, we have over one hundred (100) years of experience in handling these types of cases in Pennsylvania. We cover the eastern half of the Commonwealth of Pennsylvania. Specifically, we cover Southeastern Pennsylvania, Central Pennsylvania east of Dauphin County, and Northeastern Pennsylvania. We are constantly in the Northeastern Pennsylvania area. There are several reasons for that, including, but not limited to, our base of clients. Specifically, from our principal offices in the Lehigh Valley, we have easy access to areas in which I believe the East Stroudsburg School District's employees will be drawn. These are jurisdictions which our attorneys are very familiar with and we have intimate knowledge of the judges who preside in these jurisdictions.

#### II. Experience Handling Defense of Self-Insured Workers' Compensation Cases in PA

We have an impressive base of self-insured clients, as well as high deductible clients, that we represent throughout Pennsylvania, including, but not limited to, the County of Berks, the County of Chester, PPL, Talen Energy, UGI, Baldwin Hardware, Mack Trucks, Volvo and Hatfield Quality Meats. White and Williams LLP is very cognizant of the requirement of

exceptional legal services, while at the same time, taking pride in the most cost-efficient representation that we provide. What and Williams LLP prides itself on providing the utmost expertise in legal representation for very reasonable fees. The interests of self-insured clients can, at times, be different than from insured clients, and we believe at White and Williams LLP that we can provide the quality of legal work that the East Stroudsburg School District requires, seeks, and merits. White and Williams LLP will provide you and/or the East Stroudsburg School District with names and phone numbers of references vis-à-vis our self-insured clients.

# III. <u>Experience of the Service Team and Lead Attorney Handling Defense Work for Workers' Compensation Cases</u>

We are proposing that I be the lead attorney with Nicole Bandura, Esquire, also providing legal representation for the East Stroudsburg School District. In terms of our backgrounds, we are enclosing our biographies/resumes. Our Service Team includes two (2) Paralegals with combined experience of over twenty (20) years legal experience, as well as two (2) secretaries with the same level of legal experience. This experience translates in significant litigation savings since there is no on-the-job training required. We respectfully contend that with our combined legal and support experience, the East Stroudsburg School District will experience a significant return on its investment in our Law Firm.

We also only handle defense work for our clients, a significant portion of which have resulted in Defense Decisions and/or significant below market settlements on behalf of our clients. White and Williams LLP has the most up-to-date technological equipment, including, but not limited to, state of the art computer hardware and software, twenty-four (24) hour access to our attorneys through social media and state of the art legal research capabilities.

# IV. <u>All Charges Allocated to the Handling of Claims, Including any Expenses in Addition</u> to the Hourly Fee

With respect to hourly fees, my hourly fee is One Hundred Fifty-Five (\$155.00) Dollars per hour. Attorney Bandura's hourly fee is One Hundred Thirty-Eight (\$138.00) Dollars. We will not charge for any copying, faxing or other miscellaneous charges. Attorney Bandura and myself are known as conservative billers and we pride ourselves in providing the best legal representation at the least cost to our clients. Our Paralegal fee is Seventy-Nine (\$79.00) Dollars per hour. With our experience as stated above, there is significant cost savings when attorneys and paralegals are utilized correctly as we practice.

In closing, White and Williams LLP is sincerely interested in representing the East Stroudsburg School District. Incidentally, we are compelled to advise that we have significant experience in representing school districts and other educational institutions. We are currently representing various school districts, as well as other educational institutions, including colleges and universities. We are well aware of the unique situations that educational institutions are faced with in the handling of Workers' Compensation matters and we are prepared to assist the East Stroudsburg School District in handling these matters in an efficient and cost effective manner.

We look forward to hearing from you and hopefully scheduling a meeting to discuss our Firm's qualifications to represent the East Stroudsburg School District. We are enclosing a Firm brochure for your review and consideration which includes our contact information. Please do not hesitate to contact us. Thank you for considering our firm.

Very truly yours,

WHITE AND WILLIAMS LLP

Anthony P. Salvino

APS/jag Enclosure

# Excess Workers' Compensation Coverage Carrier: Safety National Casualty Corporation A. M. Best's Rating: A+ XIII

Program Details	Exposures & Costs
Contract Date	07/01/2017 to 07/01/2018
Estimated Annual Payroll	\$65,600,000
Estimated Standard Premium	\$459,200
Experience Modification Factor	1.00
Specific Retention Limit	\$500,000
Workers' Compensation Limits of Liability	Statutory
Employers Liability Limit	\$1,000,000
Rate per \$100 of Payroll	\$0.1786
Workers' Compensation Excess Premium	\$78,720
Pay Plan	Annual



# **Government Software Services, Inc.**

# **Estimate**

Honesdale, PA 18431 616 Main Street

Date	Estimate #
6/21/2017	224

Name / Address	
East Stroudsburg Area School District Business Office 50 Vine Street East Stroudsburg PA 18301	

			Project
Description	Qty	Cost	Total
School - Tax Administration - ( Price is a monthly lease and	1	250.00	250.00
includes unlimited support during normal business hours) Tax Collector Software - 2 collectors - Monthly	2	50.00	100.00
		Subtotal	\$350.00
		Sales Tax (6.0%	\$0.00
		Total	\$350.00

# **GOVERNMENT SOFTWARE SERVICES, Inc. Contract For School Billing**

# AGREEMENT FOR COMPUTER SERVICES

This Agreement made this day of, for fiscal year(s)
between Government Software Services, Inc., 616 Main Street, Suite 400, Honesdale,
Pennsylvania, 18431 (hereinafter referred to as "GSS")
AND
East Stroudsburg Area School District (Pike Counties) (hereinafter referred to as
"Client") WITNESSETH
In consideration of the mutual covenants hereinafter set forth, it is agreed that Client
desires certain Data Processing Services be performed and that GSS desires to perform
these services which are as follows:
1. REAL ESTATE TAX SYSTEM – During the term stated, GSS will provide Real
Estate Tax Services to the Client utilizing the Assessment files of the County or
Counties in which the various taxing districts of the Client are located. Services to be
performed are as follows:
A Prepare two (2) copies of the Real Estate Tax Duplicate on pre-printed forms
based upon the data contained in the Real Estate Master File and the associated
millage discount, penalty rates and tax collector information provided to GSS by
the Client. Said tax duplicates shall reflect the taxes based on the millage times the
assessed valuation and shall show discount, face and penalty amounts. A
summary Report reflecting totals shall appear at the end of each duplicate.
B Prepare a Real Estate Tax Statement for each parcel of property on a self seal
mailer, reflecting the information shown on the tax duplicates, and tax collector
data associated with each taxing district.
2. OCCUPATION/PER CAPITA TAX SYSTEM – During the term stated, GSS will
provide Occupation/Per Capita Tax Services to the client utilizing the Occupation /
Per Capita files of the County or Counties in which the various taxing districts of the
Client are located. Services to be performed are as follows:
A. Prepare two (2) copies of the Occupation/Per Capita Tax Duplicate on pre-printed
forms, based upon the data contained on the Occupation/Per Capita Master File
and the associated millage, per capita, discount, face, penalty rates and the tax
collector information provided to GSS by the Client. A Summary Report shall
appear at the end of each tax duplicate.
B. Prepare the Occupation/Per Capita Tax Statements on a self seal mailer, reflecting
the information shown on the tax duplicates, and the tax collector data associated

570-253-4309 616 Main Street Suite 400 Honesdale, PA 18431 Government Software Services, Inc. Contract For School Billing

C. Provide a Summary Report reflecting all the totals necessary for certification and

with each taxing district.

normal reporting.

3. MATERIALS AND SUPPLIES - During the term stated, GSS will provide the following:

A. All tax duplicate paper, tax statements and binding materials necessary to provide the services described herein

4. ITEMS TO BE SUPPLIED BY CLIENT - In order for GSS to fulfill this contract the Client must supply the following:

A. Written authorization from the County Commissioners or Counties where the Client's taxing districts are located granting GSS permission to access the Per Capita, Occupation and Real Estate Assessment files.

B. Written documentation of all Per Capita, Occupation, and Real Estate millage rates, discount, face, penalty rates, dates and all tax collector information as it is to

be printed on the statements.

- 5. TERMS AND CONDITIONS GSS will provide the services as defined in this contract for the term stated and will provide to the Client the tax statements and duplicates FOB Honesdale within thirty (30) days of receipt of the items supplied by Client.
- 6. Client agrees to pay GSS as follows:
  - A. The sum of six and one half cents (\$0.065) each, per name printed for the two copies of the Real Estate Duplicate and the Occupation/Per Capita Duplicate and the sum of nine dollars and fifty cents (\$9.50) each per duplicate bound.

B. The sum of sixteen and ninety-five one hundredth cents (\$0.1695) for each tax

statement prepared.

- C. GSS will invoice Client based on the above rates. Full payment will be due and payable within thirty (30) days of delivery of the tax statements and duplicates. Any amount invoiced and not paid within thirty (30) days shall become subject to a finance charge of 1½ % per month on the unpaid balance.
- 7. In the event of a dispute the matter shall be settled in the following manner:
  - A. A three-member panel shall be created by the choosing of one member by the Client and one member by GSS.
  - B. Each of these two members shall agree on a third member.
  - C. The three-member panel, by majority vote, shall determine a settlement that must be accepted by GSS and Client.

In witness whereof, the parties have executed this agreement. East Stroudsburg Area School District Dated \_\_\_\_\_ By Government Software Services, Inc. Thomas P. Theobald, President WITNESS



### WESTMORELAND INTERMEDIATE UNIT

102 EQUITY DRIVE, GREENSBURG, PENNSYLVANIA 15601-7190 PHONE: 724-836-2460

#### WIU e-SERVICES FRAUD CHECK AGREEMENT

This Fraud Check Services Agreement ("Agreement") made this 15<sup>th</sup> day of May 2017 by and between:

WESTMORELAND INTERMEDIATE UNIT, with an address of 102 Equity Drive, Greensburg, Pennsylvania 15601 (hereinafter "WIU"),

- a n d -

East Stroudsburg Area School District with an address of 50 Vine Street, East Stroudsburg, PA 18301, (hereinafter "Customer").

WHEREAS, among the various services offered by the WIU to its member school districts are e-Services Fraud Check Services; and

WHEREAS, the Customer wishes to retain the WIU to provide said e-Services Fraud Check Services to the Customer and the WIU is agreeable to do so; and

WHEREAS, the WIU and the Customer have executed a License Agreement for e-Services Fraud Check Services, which is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the WIU and the Customer hereby set forth additional terms and conditions of their agreement for said e-Services Fraud Check Services.

NOW, THEREFORE, for and in consideration of the covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

- 1. **Term**. The Initial Term of this Agreement shall commence on July 1, 2017(Effective Date) and expire on June 29, 2018. This Agreement shall automatically renew for successive one (1) year terms unless either party gives notice as enumerated in Section 12 of Exhibit "A".
- 2. **Duties of WIU**. During the term of this Agreement, the WIU shall be responsible for, and shall perform, those duties enumerated on Exhibit "A", including but not limited to providing access to the e-Services Fraud Check Application to Customer and Customer on behalf of East Stroudsburg Area School District (if Applicable), and support and maintenance services as more fully described in Section 8 of Exhibit "A".

I

3. **Duties of Customer**. During the term of this Agreement, the Customer shall comply with all terms and conditions enumerated in this Agreement and Exhibit "A".

#### 4. Compensation.

- (a) <u>Initial Term.</u> The Customer shall pay to the WIU as compensation for the services rendered during the Initial Term of this Agreement a fee of Five Hundred (\$500.00) Dollars. The WIU will invoice the Customer for these services upon execution of this Agreement.
- (b) <u>Successive Terms.</u> The Customer shall pay to the WIU as compensation for the services rendered an annual fee of Five Hundred (\$500.00) Dollars payable per the terms and conditions of the WIU's invoice. The WIU reserves the right, on ninety (90) days written notice prior to the renewal of a successive term, to increase the cost of compensation by an amount which will compensate the WIU for increased costs for services to be provided.
- 5. **Force Majeure**. Neither party shall be responsible for delays or failure to perform caused by acts of God (including fire, flood, storm, or other natural disturbances), war, civil war, riot, epidemic, acts of foreign enemies, terrorist activities, government sanction, strikes or other labor disputes, interruption or failure of electric, telephone or similar service or other causes beyond such party's control.
- 6. **Governing Law**. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania, and all obligations of the parties created under it are performable in Westmoreland County, Pennsylvania.
- 7. **Parties Bound**. This Agreement shall be binding on and inure to the benefit of the contracting parties and their respective successors and assigns.
- 8. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. Furthermore, the language of this Agreement shall be construed in accordance with its fair meaning and not for or against any party. The parties acknowledge that each party and its solicitors have reviewed and had the opportunity to participate in the drafting of this Agreement and, accordingly, the rule of construction that would resolve ambiguities in favor of non-drafting parties shall not apply to the interpretation of this Agreement.
- 9. **No Third Party Beneficiaries**. Except as otherwise specifically provided in this Agreement, this Agreement is made for the sole benefit of the Customer and the WIU. No other person or entity shall have any rights or remedies by reason of this Agreement against any of the parties or shall be considered to be third party beneficiaries of this Agreement in any way.
- 10. **Assignment.** This Agreement may not be assigned without the written consent of WIU and the Customer.

- 11. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, agreements, understandings and negotiations. Furthermore, there are no written or oral understandings, representations, or agreements, directly or indirectly connected with this Agreement, that are not incorporated herein.
- 12. **Execution**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 13. **Indemnity.** Customer agrees to defend, release, indemnify, ad hold harmless the WIU, its successors and assigns, and its officers, Board of Directors, employees, agents and representatives from any and all claims, injuries, liabilities, damages, losses, cause of action, suits or any other rights that may inure to the Customer as a result of and/or in relation to the WIU's performance of the contracted services addressed by this Agreement and/or Customer's use of the e-Services Fraud Check Application, including any and all expense, legal or otherwise, incurred by the WIU in the defense of any such claim or the enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

ATTEST:	WESTMORELAND INTERMEDIATE UNIT,
	By Executive Director, Dr. Jason Conway
ATTEST:	EAST STROUDSBURG AREA SCHOOL DISTRICT
	By President, Board of Directors or Superintendent



# WESTMORELAND INTERMEDIATE UNIT

102 EQUITY DRIVE, GREENSBURG, PENNSYLVANIA 15601-7190 PHONE: 724-836-2460

#### **EXHIBIT A: LICENSE AGREEMENT**

IMPORTANT - PLEASE READ CAREFULLY:

BY CLICKING THE "ACCEPT" BUTTON ASSOCIATED WITH THIS AGREEMENT (OR BY SIGNING BELOW) AND/OR BY INSTALLING, ACCESSING AND/OR USING THE WIU e-SERVICES APPLICATIONS (the "Software"), YOU, AN INDIVIDUAL ACTING ON BEHALF OF YOURSELF ("INDIVIDUAL LICENSEE") OR YOU, AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY ("ENTITY LICENSEE," AND TOGETHER WITH INDIVIDUAL LICENSEE, "LICENSEE"), ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT ("AGREEMENT").

IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CLICK THE "ACCEPT" BUTTON (OR SIGN THIS DOCUMENT) AND LICENSEE IS EXPRESSLY PROHIBITED FROM INSTALLING, ACCESSING, OR USING THE SOFTWARE.

THE "EFFECTIVE DATE" OF THIS AGREEMENT IS THE DAY THAT LICENSEE CLICKS "ACCEPT" (OR SIGNS THIS DOCUMENT) AND/OR FIRST INSTALLS, ACCESSES, OR USES THE SOFTWARE.

- 1. <u>License Grant</u>. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-assignable, nontransferable license, without the right to sublicense, to use the Software, in object-code form only, and Documentation, solely for Licensee's internal business purposes. As used herein, "Documentation" means any user manuals or supporting documentation relating to the Software, if any, provided to Licensee by Licensor in electronic or other form.
- 2. Reservation of Rights; Restrictions. All rights not specifically granted to Licensee herein are expressly reserved by Licensor. Except as otherwise set forth in this Agreement, Licensee (or any third party acting on Licensee's behalf) is expressly prohibited from any of the following, collectively referred to herein as "Prohibited Activities": (i) assigning, sublicensing, selling, renting, leasing, loaning, conveying or transferring to any third party the Software or Documentation; (ii) copying, altering, translating or converting to another programming language, modifying, disassembling, decompiling and/or otherwise reverse engineering the Software, and/or circumvent any technological protective measures in the Software; (iii) disclosing any Licensor confidential information; and/or (iv) modifying, concealing, removing or deleting any copyright or other proprietary notice contained in the Software or related interfaces. Any attempt by Licensee to engage in such Prohibited Activities is void and will automatically terminate this Agreement.

- 3. <u>Reports.</u> Notwithstanding the restrictions set forth in Section 2, Licensee is granted a limited right to reproduce the reports ("Reports") generated by the Software in a print or print-like format, solely for internal use.
- 4. Ownership. The Software and Documentation are proprietary to Licensor or its licensors and are protected by patent, copyright, trademark, trade secret, and/or other intellectual property laws and international treaties. All right, title, and interest in and to the Software and the Documentation is and shall remain with Licensor or its licensors. Licensee acknowledges that no such right, title, or interest in or to the Software or the Documentation is granted under this Agreement except for the license granted in Section 1 hereto, and no such assertion shall be made by Licensee.
- 5. <u>Third Party Information</u>. The Software may incorporate information, software, and/or other technology owned or controlled by third parties ("Third Party Information"). Such Third Party Information may require notices and/or additional terms and conditions, which are provided on Licensor's website, are made a part of and are incorporated herein by reference, and are enforceable by such third party.
- 6. Fees and Payment. The license fee for the license(s) granted in Section 1 (the "License Fee") and payment terms and conditions for such License Fee are specified on Licensor's invoice or in the price proposal provided by Licensor. License Fees paid to Licensor are non-refundable, unless expressly stated to the contrary on such invoice or in such proposal. Licensor may terminate this Agreement and inactivate the log-ins provided to Licensee pursuant to Section 12 in the event such License Fee is not timely paid in accordance with the terms and conditions described in this Section 6, or if Licensor reasonably determines that any billing or contact information provided by Licensee is false, fraudulent, or invalid. Licensee shall pay all taxes imposed by any United States federal, state, provincial, or local government entity or any non-United States government entity on the transactions contemplated by this Agreement, excluding taxes based upon Licensor's net income.
- 7. <u>Log-In Information</u>. Licensor shall issue Licensee log-in information via email, fax, US mail, or courier that sets forth the user name(s) and temporary passwords for each Authorized User to access the Software and any associated Documentation. As used herein, an "Authorized User" is the Individual Licensee or, in the case of an Entity Licensee, an employee, contractor, or agent of Entity Licensee who is authorized by Entity Licensee to use the Software and Documentation. For clarity, Entity Licensee hereby expressly acknowledges and agrees that it is responsible for compliance of all Authorized Users with the terms of this Agreement and shall be liable for any breach of such terms by such Authorized Users.
- 8. <u>Support and Maintenance</u>. In consideration of the License Fee, Licensor shall provide Licensee with reasonable access to Licensor's support personnel by telephone, mail, and/or electronic mail during Licensor's regular business hours of 7:30 AM to 3:30 PM EST for support services related to the Software. In addition, Licensor shall maintain the Software by providing Licensee with error corrections and "bug fixes" for deviations in the functionality of the Software. Licensee agrees that Licensor may collect and use technical information gathered as part of the support and maintenance services. Licensor may use this information solely to improve products and services and will not disclose this information in a form that personally identifies Licensee.

- 9. <u>DISCLAIMER OF WARRANTIES</u>. LICENSOR AND ITS LICENSORS PROVIDE THE SOFTWARE "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE PROVIDED HEREUNDER IS TO LICENSEE. SHOULD THE SOFTWARE PROVE UNWORKABLE OR DEFECTIVE, LICENSEE ASSUMES THE COST OF ALL NECESSARY SERVICING, REPAIR AND/OR CORRECTION.
- 10. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS LICENSORS BE LIABLE TO LICENSEE FOR ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY LICENSEE OR THIRD PARTIES OR A FAILURE OF THE SOFTWARE TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF LICENSOR OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENOR'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE LICENSE FEES PAID BY LICENSEE TO LICENSOR FOR THE SOFTWARE AND DOCUMENTATION.
- 11. <u>Indemnification</u>. Licensee agrees to defend, indemnify, and hold harmless Licensor and its third party licensors, and each of their respective officers, directors, and employees, from and against any lawsuits, claims, losses, damages, fines and expenses (including attorneys' fees and costs) arising out of Licensee's use of the Software or breach of this Agreement.
- 12. <u>Termination</u>. This Agreement shall automatically be renewed for successive one (1) year terms, unless either party gives at least sixty (60) days' written notice of termination to the other party prior to expiration of the term then in effect. Licensor may terminate this Agreement immediately, without notice, if Licensee breaches any term of this Agreement. Upon termination of this Agreement, the rights and licenses granted to Licensee pursuant to this Agreement shall immediately and automatically terminate, Licensor may immediately inactivate the log-in information for each Authorized User, and Licensee shall immediately cease any and all use of the Software and Documentation. Sections 2, 4, 5, 9, 10, 12, 14, and 15 of this Agreement shall survive termination.
- 13. <u>Compliance</u>. Licensee agrees to comply with all applicable laws, rules, regulations, and guidelines relating to the export, re-export or redistribution of software.
- 14. <u>Government End Users</u>. If the Software and Documentation are supplied to or purchased by or on behalf of the United States Government, then the Software is deemed to be "commercial software" as that term is used in the Federal Acquisition Regulation system. Rights of the United States shall not exceed the minimum rights set forth in FAR 52.227-19 for "restricted computer software". All other terms and conditions of this Software License apply.
- 15. General. This Agreement sets forth the entire agreement between Licensor and Licensee with respect to the Software and Documentation and the subject matter hereof and, subject to Section 6, supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this Agreement. Licensor reserves the right, in its sole discretion, to amend this Agreement from time to time by posting amendments to the Licensor's web site. Licensee may not assign this Agreement or any of its rights under this Agreement without the prior written consent of Licensor and any attempted assignment without such consent shall be void. Licensor may

deliver any notice required by this Agreement via pop-up window, dialog box or other device, even though Licensee may not receive the notice unless and until Licensee launches the Software. Any such notice will be deemed delivered on the date Licensor first makes it available through the Software, irrespective of the date of receipt. This Agreement is governed by and construed under the laws of the Commonwealth of Pennsylvania and the United States of America, without regard to any conflict of law principles. Licensee agrees to personal and exclusive jurisdiction by and venue in the courts located within Westmoreland County, the Commonwealth of Pennsylvania, USA, and Licensee expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, illegal, or unenforceable, the remaining provisions of this Agreement will continue in full force and effect. Failure or neglect by either party to enforce at any time any of the provisions of this license Agreement shall not be construed or deemed to be a waiver of that party's rights under this Agreement. The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs. Neither party shall be deemed in default hereunder or liable for any loss or damage resulting from delays in performance or from failure to perform or comply with the terms of this Agreement due to any causes beyond its reasonable control, which causes include but are not limited to acts of God or the public enemy; riots and insurrections, war, accidents, fire, strikes and other labor difficulties (whether or not the Party is in a position to concede to such demands), embargoes, judicial action, lack of or inability to obtain export permits or approvals, necessary labor, materials, energy, components or machinery acts of civil or military authorities.

CLICK THE "ACCEPT" BUTTON BELOW (OR SIGN THIS DOCUMENT) TO INDICATE YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS, CLICK THE "REJECT" BUTTON BELOW AND YOU WILL NOT BE AUTHORIZED TO USE THE SOFTWARE.

Westmoreland Intermediate Unit
Ву:
Name:
Title:
Date:



ORDER FORM

Order Type: Upgrade US Date: 11-MAY-2017

Page: 1/2

Quote#: 569755 - 1 Expires: 01-JUL-2017

Solution ID: 6077553

Payment Terms: N30

**Customer PO Number:** 

Currency: USD

Sales Executive: Wiederholt, Glen M

EAST STROUDSBURG AREA SCHOOL

**50 VINE STREET EAST STROUDSBURG** 

PA 18301 **United States** 

Attn:JIM CHAMBERLIN

EAST STROUDSBURG AREA SCHOOL

**50 VINE STREET** EAST STROUDSBURG

PA 18301 **United States** 

Contact: Email:

Ship To:

JIM CHAMBERLIN

james-chamberlin@esasd.net 1 570 424-8500 x1615

Ship To Phone:

FOB: Shipping Point

Ship Method:

Freight Term: Prepay & Add

#### Order Notes:

Bill To:

This order is subject to the terms and conditions of that certain Sales, Software License and Services Agreement between Kronos and Customer dated 01/26/2009. Notwithstanding the expiration of the Future Purchases provision of the Agreement the parties hereby agree that the terms and conditions of the Agreement shall be extended to apply to this order.

#### Your Kronos solution includes:

#### SOFTWARE

	Total Price	10,770.00
ISERIES V6 EXISTING I/F CHANGE	1	
l(em	License/Qty	Total Price

#### PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

Kem	Quantity	Unit Price	Total Price
PARAGON ONLINE REMOTE TEAM	52 Hours		9,360.00
Project Manager	8 Hours	180.00	
Solution Consultant	40 Hours	180.00	
Integration Consultant	4 Hours	180.00	
		Total Price	9,360.00

#### QUOTE SUMMARY

Description	Total Price
Subtotal	20,130,00
Deposit	0.00
Tax	0.00
Grand Total	20,130.00

Kronos | Time & Attendance · Scheduling · Absence Management · HR & Payroll · Hiring · Labor Analytics

(800) 225-1561



Quote#: 569755 - 1 Page: 2/2

EAST STROUDSBURG AREA SCHOOL	Kronos Incorporated			
Signature:	Signature:			
Name:	Name:			
Title:	Title:			
Effective Date:	Effective Date:			
Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html.Shipping and handling charges will be reflected on the final invoice,				

## WORKSHEET - CONTRACT FOR SERVICE

□ DIRECT CONTAC	WITH STUDENTS Resources has verified credentials (FBI Fingerprint, Child Abuse, Criminal Background Check)
	ial cannot start until credentials are verified)
□ NO CONTACT W	
	ATING (Fill in Only At*)
	XISTING CONTRACT Attach copy of original signed contract, include budget
	Notified Continued Account copy of original signed contract, moduce budget
Individual Generat	ng Contract: Jim McDonald, Director of Resolve Behavioral Health Services
	ast Stroudsburg Area School District Attention Kim Stevens
*Email Address kim-s	
*Street Address 50 V	
	East Stroudsburg PA 18301
	570-424-8500, Ext.10701/10704 FAX 570-517-5964
	Type(s) of service(s) to be provided: dget demands dictate the need for allotment of funds in order to continue provision of services by
	Dutpatient Program to East Stroudsburg Area School District students and the community, an amoun
	ceed \$16,000, to be determined at the end of the 17-18 school year upon finalization of budget.
730.00	
Contract Rationale: \	hy the need for an outside contractor? (Not Applicable for Revenue Generating)
Llow did you salest th	is contractor? (Net Applicable for Devenue Concretion)
How did you select tr	is contractor? (Not Applicable for Revenue Generating)
Who is being served?	(Not Applicable for Revenue Generating)
Benefit of contract?	Not Applicable for Revenue Generating)
*Location of Pro	rided Service East Stroudsburg Area Senior High School South
*Date(s) or	
*Cost Per Day	*Cost Per Hour
*Number of Days	*Number of Hours
*Total Cost	*Total Cost
	es (please check the applicable expenses) Not Applicable for Revenue Generating
	☐ Mileage ☐ Lodging ☐ Meals ☐ Rental Car ☐ Air Travel
	Amount of Contract \$16,000 *Budget 131
	tract based upon other factors that could modify the amount of contract? (Not Applicable for
Revenue Generating)	
☐ Yes	□ No If yes, please explain:
	This section must be completed (Not Applicable For Revenue Generating)~~
	sible for the entire cost of this contract?
	If no, please explain who is sharing the cost and how is the cost to be prorated.
D DI	
	use check the box that applies to this specific contract (Not Applicable for Revenue Generating) and service (no taxes withheld)  □ Process payment for service through payroll
	a service (no taxes withheld)

**JUSTIFICATION FOR LATENESS** 

Rev 03/16



East Stroudsburg 600 Plaza Court C East: Stroudsburg, PA 18301

Tobyhanna 100 Community Drive, Suite 210 Tobyhanna, PA 18466

Brodheadsville 120 Burrus Boulevard, Suite 120 Brodheadsville, PA 18322

THE STRENGTH OF EXPERIENCE www.mountainvalleyortho.com (570) 421-7020

June 5, 2017

Benjamin Brenneman

Athletic Director

East Stroudsburg Area School District

Dear Ben,

As you know East Stroudsburg Area School District is in need of a second John Deere Gator. With the help of Denise Rogers, the East Stroudsburg Area School District will be receiving a grant for a John Deere Gator from the Lehigh Valley Health Network Pocono Foundation in the amount of \$3,547.84. This grant will be matched with a grant of \$3,547.84 from Mountain Valley Orthopedics.

The actual presentation of the grant will be 5:30PM June 13, 2017 in the Serenity & Tranquility Conference Rooms at the Dale & Frances Hughes Center. Denise Rogers will be unable to attend; however, I understand that you'll be able to serve as a representative of the East Stroudsburg Area School District.

Sincerely,

Gregory J. Menio, MD

Frederick J. Barnes, M.D. Maurizio Cibischino, M.D. Roger Componovo, M.D. Kimberly S. Filipkowski, D.C.

Patrick R. McDonald, D.P.M. • Gregory J. Menio, M.D. • John A. Paglia, M.D. •

Brian A. Powers, M.D.

George A. Primiano, M.D. . Allister R. Williams, M.D.



#### POCONO FOUNDATION\*

206 East Brown Street East Stroudsburg, PA 18301

ph. 570-476-3530

LVHN.org

June 2, 2017

Ms. Denise Rogers
East Stroudsburg HS South
279 North Courtland Street
East Stroudsburg, PA 18301

Dear Ms.Rogers,

Congratulations! The Lehigh Valley Health Network (LVHN)-Pocono Foundation will be awarding you with a Pocono Health Foundation Endowment in the amount of \$3,547.84 at our annual reception on Tuesday, June 13 in the Serenity and Tranquility Conference Rooms on the second floor of the Hughes Cancer Center at 5:30 p.m.

We require for you be present to receive the award and say a few words about how the John Deere Gator will enhance healthcare in the community served by LVHN-Pocono. Please feel free to bring additional members of your organization share this special ceremony.

Please call 570-476-3629 or email me at <a href="Marynell.Strunk@lvhn.org">Marynell.Strunk@lvhn.org</a> to let me know who will be attending this special event. I look forward to seeing you at the reception.

Sincerely.

Marynell K. Strunk

Manager | Pocono Health Foundation

cc: Gregory J. Menio, MD

#### INVOICE





#### East Stroudsburg Area School District

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

# J. T. Lambert Intermediate School Masonry Investigation 287005

For Services Rendered From April 01, 2017 To April 28, 2017

## 01 - Field Surveys & Probes

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$25,400.00	\$25,400.00	100.00	\$0.00

#### 02 - Analysis & Report

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$18,500.00	\$18,500.00	100.00	\$0.00

#### 03 - Natatorium at High School North

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$5,000.00	\$5,000.00	100.00	\$0.00

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

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$64,000.00	\$57,600.00	92.00	\$1,280.00

#### 05 - Construction Services for Masonry Repairs

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

INVOICE TOTAL \$1,280.00

**Prior Billing Information** 

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
45963	3/31/2017	\$12,800.00	\$0.00	\$0.00	\$0.00	\$12,800.00
Total Prior Billing	-	\$12,800.00	\$0.00	\$0.00	\$0.00	\$12,800.00

## Wind Gap Electric, Inc. **ELECTRICAL CONSTRUCTION**

125 West Seventh Street Wind Gap, PA 18091 Tel: (610) 863-7688

Fax: (610) 863-8372

#### **ELECTRICAL PROPOSAL**

Attn: Curtis Beam

Re: ESASD JT Lambert Generator Conduits

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

Date: June 21, 2017

#### Proposal Outline:

#### **Electrical Proposal**

Nine Thousand, Seven Hundred Forty Dollars - \$9,740.00

#### Scope

- Disconnect and Remove existing transfer switch, outdoor panel and all associated conduit and wiring between cooler and boiler room.
- Temporary feeders will be installed from existing breakers in panel KL above the ceiling of the office 307 and utilize the existing partially removed brick as the point where the temporary feeders exit the building.
- ATS, outdoor panel and feeders will be reinstalled in the same locations after brick work is completed.
- ESASD will provide a secure location for all equipment to be stored temporarily.
- The generator will not be operational during this work and the cooler will be fed by normal
- All gas piping work will be done by ESASD.
- All work will be done during normal working hours over the summer break.

#### **Proposal Clarifications:**

- Bond is excluded.
- This job includes prevailing wages.
- Costs for additional or special insurance coverage is not included, unless in writing prior to bid submission.
- Electrical Proposal is based on normal working hours (Monday thru Friday 7:00am to 3:30pm)

Wind Gap Electric, Inc. appreciates the opportunity to provide you with this electrical proposal, and should there be any questions please feel free to contact me at (610) 863-7688. We look forward to hearing from you in the near future.

Copy To:

Project File

Signed:

Email:

jessica@windgapelectric.com

Jessica Lukach

www.comsysinc.com

#### PEPPM Proposal

To: East Stroudsburg Area School District

Date: 5/22/2017

Address: High School North

From: Emily Schenkel

Dingman's Ferry, PA 18328

Phone: **610-841-9632** 

Contact: Brian Borosh

Email:

eschenkel@comsysinc.com

(550) 4

Zillaiii

eschenkei@comsysinc.co

Phone: **(570)** 

(570) 424-8500

Proposal #:

C00Q7502-01

Email:

brian-borosh@esasd.net

Project:

ESASD TCU HS North

Dear Brian,

Thank you for the opportunity to provide you with a proposal for the Rauland TCU solution.

#### 1. PROJECT SUMMARY

- CSi will provide a new Rauland TCU IP based solution for the East Stroudsburg Area School District that will allow for flexible
  programming of: individual room paging, software based speaker zone announcements, school wide announcements and
  district wide announcements.
- The system will provide pre-recorded messages that can be activated in an emergency situation on a local or district wide (once implemented district wide) bases from any authorized and password protected computer.
- The system will utilize existing speakers and cabling. (Proposal assumes all speakers and cabling is in good condition and working order. This can be upgraded if required for an additional charge. EASAD will be notified of any issues before upgrading)
- The system hardware from Rauland is warranted for a period of 5 years. This excludes any service issues that arise from the use of existing speaker circuit cabling and speakers.
- CSi is the only designated Rauland dealer for North East Pennsylvania. CSi has been the only designated integrator for Rauland products in this area for over 25 years.

#### 2. OPERATIONAL SCOPE

The operational scope describes how the system will initially be set up. Because many of the features and functions of the system are software controlled, our goal is to provide initial access to only those features and functions discussed in our meetings as necessary to the operation of your organization.

The system provides a host of features and functions for making day-to-day paging announcements as well as emergency announcements and district wide clock and time tone management. The attached brochure outlines all of the features and functions of the software that are available.

#### PROJECT SCOPE

#### NorthSite

CSi to retrofit existing TC2100 with New Rauland TCU Intercom / clock headend:

- CSi to label, disconnect existing intercom and clock cabling.
- CSI to provide and retrofit existing cabinet with new TCU equipment. Remove existing TC2100 equipment.
  - i. Note: owner to provide network ports and PoE ports as required.
- CSI to provide new master clock and retro fit to existing clock system previously controlled by TC2100



- CSi to interface existing station cabling. CSi will re-terminate as required.
- CSi to install TCU software and interface with owner to configure.
  - i. Note: software to be installed on owner furnished server.
- CSi to program, final connect at intercom/clock headend. CSI to setup, adjust and spot test specific areas.
- CSi to final adjust and balance speaker levels.
- CSi will provide training and demo for end use
- The proposal in includes 10 Panic buttons. CSi to do final connect and configuration for each button. ESASD to install cable and panic button.
- Note: No UPS is provided. Existing unit to be reused.

#### 4. EQUIPMENT LIST

Qty	Manuf	Part No	Item	List Price	PEPPM Price	Extended PEPPM Price
	PEPPM Products		PEPPM Products			
2	Rauland Borg Corporation	TCC2055	Telecenter Campus Prog Module	\$698.00	\$492.00	\$984.00
10	Rauland Borg Corporation	TCC2024	Telecenter Campus 24 Port Ip C	\$9,540.00	\$5,914.00	\$59,140.00
4	Rauland Borg Corporation	TCC2099	Universal Mounting Kit	\$92.50	\$57.35	\$229.40
1	Rauland Borg Corporation	TCU2000SW	2nd Gen Tcu Enterprise Sw.	\$13,250.00	\$8,215.00	\$8,215.00
5	Rauland Borg Corporation	TCC2033	Telecenter Campus Auxio Module	\$795.00	\$492.50	\$2,462.50
2	Rauland Borg Corporation	TCC2044	Telecenter Campus Ip Console	\$2,205.00	\$1,255.50	\$2,511.00
1	Rauland Borg Corporation	TCC2000	Telecenter Campus Controller	\$6,362.50	\$3,944.75	\$3,944.75
1	Rauland Borg Corporation	TCAMCS	Atomic To Master Clock Synch	\$1,490.00	\$923.80	\$923.80
1	Rauland Borg Corporation	TCAMCSRMK	TCAMS Rack Mount Kit	\$197.50	\$122.45	\$122.45
	PEPPM Labor		PEPPM Labor			
28	CSi	PPS3000	PEPPM Professional Services	\$150.00	\$112.50	\$3,150.00
72	CSi	PIBS1000	PEPPM Installation Services	\$125.00	\$83.70	\$6,026.40
	Non PEPPM Products		Non PEPPM Products			
10	Misc.		Panic Buttons and relay hardware		\$75.00	\$750.00
8			50 watt amp		\$225.00	\$1,800.00
1			Additional CSi Project Discount		-\$22,909.30	-\$22,909.30
			Total for Northsite TCU			\$67,350.00

This product is not in stock.

Please indicate if you require special shipping on the return order.



#### 5. TRAINING

Training is an important part of the success of a system implementation. A system will function only as good as the user understands all of its features and functions. Because it is not possible to learn all of the features and functions of the system in training sessions, CSi and the manufacturer has provided tools for you to access on your own time to learn at your own pace. Additional and ongoing training is available for your system. Training can be customized to your needs and purchased hourly or as part of our Service Level Agreement, available for all systems we provide.

#### 6. DOCUMENTATION AND DELIVERABLES

- a. We will provide product specifications and equipment manufacturer's operation manuals in electronic format.
- b. System drawings, submittals and programming documentation available upon request. Additional charges may apply.

#### 7. PROJECT SCHEDULE

Equipment delivery typically 4-6 weeks after receipt of signed proposal with purchase order. In order to complete this for Summer 2017 we will need a signed proposal by June 27th. CSi's project manager will work closely with ESASD to ensure a timely completion of the project. The proposal assumes that the installation will take place during normal business hours when school is not in regular operation. No allowance is included for phasing or off-hours work.

#### 8. WORK BY OTHERS

ESASD to provide network ports and PoE ports as required

#### 9. WHAT IS NOT INCLUDED

- a. ESASD to provide server for TCU software meeting Rauland system requirements
- b. Switching / network hardware and infrastructure
- c. Any 120VAC power or UPS / battery back-up
- d. Submittals and CAD drawings
- e. Client workstations
- f. Rauland warranty is parts only, CSi's current service rate applies for any required warranty service after first year.

#### 10. SYSTEM INVESTMENT

26(60)	Description  Description	DX11146
Select	Description	Fyl Drice

#### 11. PAYMENT TERMS

Payment Schedule
Mobilization
Invoice for Materials upon Delivery. Due upon receipt.
Installation & Completion – Progressive Invoicing for Remaining Balance
Includes Engineering and Design Management, Physical Installation on Client Despring Testing Calibration, Demonstration and

Includes Engineering and Project Management, Physical Installation on Client Premise, Testing, Calibration, Demonstration and Training. Due upon receipt.

#### 12. ORDERING AND ACCEPTANCE

To order, please send a signed copy of this proposal to us along with an approved purchase order. Invoicing will progress as indicated in the payment schedule above. Past due accounts are subject to interest penalties. Work may be suspended on accounts that are not current. (See attached credit policy). Please note that the following must be included with your Purchase Order to qualify as a PEPPM purchase.





- All PEPPM orders should be emailed to orders@peppm.org.
- In the body of the purchase order, please include the following language: "As per PEPPM 2017"
- Address all orders to: Communication Systems, Inc. 4670 Schantz Road, Allentown, PA 18104
- The PO MUST list CSi's Payment Terms
- The PO MUST be accompanied by a signed copy of CSi's Proposal

Authorized Acceptance	Signature	Print Name	Date
Purchase Order No		ANALOSA ANTO METORIANA	
	Tax Status:	☐ Exempt (copy of current certificate required)	☐ Non-Exempt

Providing an Authorized Acceptance Signature indicates that you have read and understand the Terms & Conditions of this agreement. This document represents the entire agreement. No conversations or other forms of communication shall be considered part of this agreement.



#### 13. TERMS AND CONDITIONS

- a. This proposal does not include any material or services other than that stated in the project scope and equipment list above, permits, applicable sales tax, bonds, special shipping and services to repair, trouble shoot or correct problems related directly or indirectly to pre-existing site conditions, wiring or installation errors by others.
- b. System drawings and submittals are not included. If drawings or submittals are required, there will be an additional charge based on actual engineering and clerical time and materials. We will advise you at the time of placing your order what the turn-around time for this order will be.
- c. Our price will remain valid for 30 days.
- d. Payment terms are as specified in "payment terms", upon approved credit.
- e. CSi reserves the right to modify payment terms as stated or implied in this proposal, pursuant to results from our credit approval process.
- f. Product that is authorized to return for credit must be returned within 30 days from the invoice date in the original unopened cartons. Material that is not retuned under these conditions is subject to inspection and may be rejected for credit by the manufacturer.
- g. Applicable sales taxes will be added to all invoices. Tax exemption certificates must be remitted with an executed proposal to be applicable.
- h. Any product ordered for the project and then returned at the discretion of the Client will be subject to a 25% restocking fee.
- i. Source code for all software developed within the scope of this offering remains the property of CSi. Licensing terms are available upon request.
- j. When integrating hardware and/or software with the client's existing network; demarcations will be established to identify clear points of responsibility. If an issue would arise that impacts system design and/or functionality, additional IT engineering will be charged at the current IT service rate.
- k. Data backup is the sole responsibility of the customer. CSi is not held responsible for any loss of data.
- I. Project schedule changes and delays outside of the control of CSi will be accommodated whenever possible. Costs incurred by CSi because of delays outside of CSi's control will be considered outside of scope and may be considered billable.
- m. The cost of any permits required by Authorities Having Jurisdiction, (AHJ), will be borne by the owner.
- n. These terms cannot be altered by verbal or implied communication. All variances from these terms must be requested in writing.
- o. This proposal was prepared in good faith, exclusively for the individual(s) to whom it is addressed. It contains information that is privileged, confidential and exempt from disclosure under applicable law.
- p. Any changes to the Scope of Work (SOW) requested by the Owner or AHJ will require the Client to submit a Change Order Request in writing.

#### 14. INDEMNIFICATION

To the fullest extent permitted by law, the owner shall indemnify and hold harmless the CSi, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work under this proposal, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent not caused by the negligent acts or omissions of CSi, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist.

CONTRACT CHANGE ORDER		
CONTRACTOR:	CHANGE ORDER №. 062217	
Sharp Energy	PROJECT: Propane AutoGas Dispenser Installation	
	PROJECT No. 01302017EA	
OWNER:	ENGINEER:	
East Stroudsburg Area School District (ESASD)	JT1 Electric Inc	
DATE OF ISSUE: 6/22/17	EFFECTIVE DATE: 6/26/17	
	and the second of the second o	

The Contractor is hereby directed to make the following changes in the Contract Documents.

Description:

Costs for electrical work for ESASD to energize the Propane Auto Gas Dispensers and pumps.

Reason for Change Order:

The RFP required ESASD to supply appropriate electrical supply for the Dispensers and pumps.

Attachments: (List documents supporting change and justifying cost and time)

JT1 Electric Inc. Estimate #114 and #112

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:	
Original Contract Price: \$ \$390,346.00	Original Contract Times: (calendar days or dates)	
Net changes from previous C. O.'s No to	Net changes from previous C. O.'s No to (calendar days) No Change	
§ No Change		
Contract Price Prior to this Change Order:	Contract Times prior to this Change Order: (calendar days or dates) No Change	
\$ 390,346.00		
Net Increase (decrease) of this Change Order:	Net Increase (decrease) of this Change Order: (calendar days)  No Change	
\$ 15,935.00		
Contract Price with all Approved Change Orders:	Contract Times with all Approved Change Orders:	
\$ 406,281.00	(calendar days or dates)	
RECOMMENDED: (Engineer)	APPROVED: (Owner)	
By:	By:	
Date:	Date:	
ACCEPTED: (Contractor)	REVIEWED: (Funding Agency)	
By: 6 22 17	By: Date:	



# Integrated Security & Communications

www.comsysinc.com

**Change Order Request** 

To: East Stroudsburg Area School District

Address: **Business Office** 

East Stroudsburg, PA 18301

Attn: Scott Ihle

(570) 424-8500 Phone:

scott-ihle@esasd.net Email:

Proposal #:

c00Q6174 - Change Order #1 Bushkill Project:

eschenkel@comsysinc.com

Notifier 640

C00Q8032

6/19/2017

**Emily Schenkel** 610-841-9632

Date:

From:

Phone:

Email:

Dear Scott.

Thank you for the opportunity to provide you with a change order request for Project 6174 Bushkill Fire Alarm.

#### 1. CHANGE IN SCOPE

CSi is requiring this change order to add cabling to complete the addition of the new FA Annunciators. The existing Simplex system uses a 4 wire system for signal and communication to their Annunciators and the newly installed Notifier System requires a 6 wire system for signal and communication.

Please refer to the section from the original project proposal related to existing wiring:

"This upgrade proposal assumes that the existing wiring is in good condition and as such will be reused for this scope of work, with the exception of the remote annunciator cabling which will be replaced for compatibility reasons. This proposal is also based on the reutilization of existing back boxes. Given the present condition of your system, we do not expect any issues with the use of existing wiring. However, should we, during our implementation process, discover any problems with the existing wiring that will prohibit a successful upgrade installation; we will notify ESASD immediately and provide an estimate to resolve the issues. Work will not continue until ESASD authorizes."

#### 2. CHANGE IN COST

Select	Description	Cost
$\square$	Base System	\$2,445.00

This product is not in stock. Please indicate if you require special shipping on the return order (extra charges may apply).

#### PAYMENT TERMS

	Payment Schedule
Installation & Completion – Invoice in full	
Due upon receipt.	





## 4. ORDERING AND ACCEPTANCE

To place an order, please send a signed copy of this proposal to us along with an approved purchase order. You will be invoiced as indicated in the Payment Schedule. This order will be processed upon receipt of payment in full or Mobilization amount. Past due accounts are subject to interest penalties. Work may be suspended on accounts that are not current. (See credit policy).

Client Signature	CSi Signature
Client Print Name	CSi Print Name
Date	Date
Purchase Order #	
Tax Status:   Exempt (copy of current certificate required)  Exemption of Authorized Assertance Street up indicates that you have read and understand	□ Non-Exempt

Providing an Authorized Acceptance Signature indicates that you have read and understand the Terms & Conditions attached to this agreement. This document represents the entire agreement.

No conversations or other forms of communication shall be considered part of this agreement.



#### . PREVENTATIVE MAINTENANCE AND SUPPORT

The system described in this proposal has been designed to provide you with many years of reliable service and an excellent return on your investment (ROI). However to uphold the warranties of the equipment and achieve maximum longevity, managed services and ROI, regularly scheduled maintenance is required. CSi provides managed services and scheduled maintenance programs for your system that will keep it running smooth and reduce the total cost of ownership.

#### 6. TERMS AND CONDITIONS

- a. This proposal does not include any material or services other than that stated in the project scope and equipment list above, permits, applicable sales tax, bonds, special shipping and services to repair, trouble shoot or correct problems related directly or indirectly to preexisting site conditions, wiring or installation errors by others.
- b. System drawings and submittals are not included. If drawings or submittals are required, there will be an additional charge based on actual engineering and clerical time and materials. We will advise you at the time of placing your order what the turn-around time for this order will be.
- c. Our price will remain valid for 30 days.
- d. Payment terms are as specified in "payment terms," upon approved credit.
- e. CSi reserves the right to modify payment terms as stated or implied in this proposal, pursuant to results from our credit approval process.
- f. Product that is authorized to return for credit must be returned within 30 days from the invoice date in the original unopened cartons. Material that is not retuned under these conditions is subject to inspection and may be rejected for credit by the manufacturer.
- g. Applicable sales taxes will be added to all invoices. Tax exemption certificates must be remitted with an executed proposal to be applicable.
- h. Any product ordered for the project and then returned at the discretion of the Client will be subject to a 25% restocking fee.
- i. Source code for all software developed within the scope of this offering remains the property of CSi. Licensing terms are available upon request.
- j. When integrating hardware and/or software with the client's existing network; demarcations will be established to identify clear points of responsibility. If an issue would arise that impacts system design and/or functionality, additional IT engineering will be charged at the current IT service rate.
- k. Data backup is the sole responsibility of the customer. CSi is not held responsible for any loss of data.
- I. Project schedule changes and delays outside of the control of CSi will be accommodated whenever possible. Costs incurred by CSi because of delays outside of CSi's control will be considered outside of scope and may be considered billable.
- m. The cost of any permits required by Authorities Having Jurisdiction will be borne by the owner.
- n. These terms cannot be altered by verbal or implied communication. All variances from these terms must be requested in writing.
- o. This proposal was prepared in good faith, exclusively for the individual(s) to whom it is addressed. It contains information that is privileged, confidential and exempt from disclosure under applicable law.
- p. Any changes to the Scope of Work (SOW) requested by the Owner or AHJ will require the Client to submit a Change Order Request in writing.

#### 7. INDEMNIFICATION

To the fullest extent permitted by law, the owner shall indemnify and hold harmless the CSi, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work under this proposal, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent not caused by the negligent acts or omissions of CSi, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist.

## **NORTH**



# **Timberwolves**

# Benjamin J. Brenneman

Director of Athletics and Activities
EAST STROUDSBURG AREA SCHOOL DISTRICT
50 Vine Street
East Stroudsburg, PA 18301

(office) 570-424-8500, x 10501 • (fax) 570-420-8387 (e-mail) Benjamin-brenneman@esasd.net



**Cavaliers** 

Date: May 22, 2017

To: Wolf Hollow at the Water Gap Country Club

From: East Stroudsburg Area School District Athletic Office

Re: Facility Agreement for 2017 East Stroudsburg South Golf Team

This is a memorandum of understanding between the East Stroudsburg Area School District and Wolf Hollow at the Water Gap Country Club for the 2017-2018 School Year.

- Wolf Hollow will donate the use of its entire facility, meaning its clubhouse, parking area, driving range and practice greens, and 18-hole golf course, to the East Stroudsburg South Golf Team during the 2017-18 school year at no cost to the district. This donation includes a golf cart for the coach at all practices and home competitions, and accessibility for the School District and visiting team(s) on match days during the season. The School District will incur no charges for regular maintenance of any portion of the Wolf Hollow facility.
- Any day that a coach is present at Wolf Hollow with any student-athletes will be considered a practice day or intramural day and no facility fees will be assessed to School District coaches or student athletes.
- Players on the golf team are allowed to use the facility before and after the season with the understanding that they will have to: 1) Pay an \$18.00 cart fee for 18 holes of golf and a \$10.00 cart fee for 9 holes of golf and 2) Present a current driver's license. Any guests that accompany the golf team members will be required to pay the normal greens and cart fees per Wolf Hollow's established pricing. It is also understood that the golf team members do not book tee times prior to 12:00pm on weekends without payment of normal greens and cart fees.
- The East Stroudsburg South Golf Team agrees to follow all rules and regulations set forth by Wolf Hollow.
- The East Stroudsburg South Golf Team agrees to purchase its golf balls, gloves and range balls from the Wolf Hollow Proshop as needed for the duration of the season.
- The East Stroudsburg Area School District Athletic Director agrees to work with Wolf Hollow at the
  Water Gap Country Club regarding the team schedule and play dates as to not interfere with outings
  scheduled at the Country Club. All final scheduling determinations are solely at the discretion of Wolf
  Hollow, which discretion will not be unreasonably exercised.

This is a one year agreement between the East Stroudsburg Area School District and Wolf Hollow at the Water Gap Country Club. This will be renewed yearly as long as both parties agree to the terms of the agreement. Both parties will sign this agreement and be provided a copy.

ESASD Representative Name (Print)

ESASD Representative Signature

Date

BILL

Colly

Wolf Hollow Representative Name (Print)

Wolf Hollow Representative Signature

Date

The East Stroudsburg Area School District hires only individuals legally authorized to work in the United States and does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in the admission of access to, or in the provision of services, programs or employment. 9/19/07

#### NORTH



## **Timberwolves**

# Benjamin J. Brenneman

Director of Athletics and Activities EAST STROUDSBURG AREA SCHOOL DISTRICT 50 Vine Street East Stroudsburg, PA 18301

(office) 570-424-8500, x 10501 • (fax) 570-420-8387 (e-mail) Benjamin-brenneman@esasd.net



Cavaliers

Date: May 22, 2017

To: Glen Brook Country Club

**From:** East Stroudsburg Area School District Athletic Office **Re:** Facility Agreement for 2017 East Stroudsburg North Golf Team

This is a memorandum of the understanding between the East Stroudsburg Area School District and Glen Brook Country Club for the 2017-2018 School Year.

- Glen Brook will donate the use of its entire facility, meaning its clubhouse, parking area, driving range and practice greens, and 18-hole golf course, to the East Stroudsburg North Golf Team during the 2017-18 school year at no cost to the district, at those dates and times as Glen Brook and the School District may agree per the terms below. This donation includes a golf cart for the coach at all practices and home competitions, and accessibility for the school district and visiting team(s) during the season. The School District will incur no charges for regular maintenance of any portion of the Glen Brook facility.
- Any day that a coach is present at Glen Brook with any student-athletes will be considered a practice day or intramural day and no facility fees will be assessed to School District coaches or student athletes.
- Players on the golf team are allowed to use the facility before and after the season with the understanding that they will have to pay an \$18.00 cart fee for 18 holes of golf. Any guests that accompany the golf team members will be required to pay normal greens and cart fees per Glen Brook's established pricing. It is also understood that the golf team members may not book tee times prior to 12:00pm on weekends without payment of normal greens and cart fees.
- The East Stroudsburg North Golf Team agrees to follow all rules and regulations set forth by Glen Brook.
- The East Stroudsburg North Golf Team agrees to purchase its golf balls, gloves and range balls from the Glen Brook Proshop as needed for the duration of the season.
- The East Stroudsburg Area School District Athletic Director agrees to work with the Glen Brook Country Club regarding the team schedule and play dates as to not interfere with outings scheduled at the Country Club. All final scheduling determinations are solely at the discretion, of len Brook Country Club which discretion will not be unreasonably exercised.

This is a one year agreement between the East Stroudsburg Area School District and the Glen Brook Country Club. This will be renewed yearly as long as both parties agree to the terms of the agreement. Both parties will sign this agreement and be provided a copy.

ESASD Representative Name (Print)

DUSTN McConnich

Glen Brook Representative Name (Print)

ESASD Representative Signature

Glen Brook Representative Signature

Date: //

The East Stroudsburg Area School District hires only individuals legally authorized to work in the United States and does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in the admission of access to, or in the provision of services, programs or employment. 9/19/07

# AGREEMENT MADE BETWEEN EAST STROUDSBURG AREA SCHOOL DISTRICT AND THOMAS F. DIRVONAS LAW OFFICE 11 NORTH EIGHTH STREET STROUDSBURG, PENNSYLVANIA SOLICITOR

AGREEMENT MADE THIS \_\_\_\_\_ day of June, 2017, between THOMAS F. DIRVONAS LAW OFFICE, currently consisting of THOMAS F. DIRVONAS and CHRISTOPHER S. BROWN, attorneys licensed to practice law in the Commonwealth of Pennsylvania, with offices at 11 North Eighth Street, Stroudsburg, Pennsylvania (hereinafter called "Solicitor" or "Solicitors"); and the EAST STROUDSBURG AREA SCHOOL DISTRICT, with offices at 50 Vine Street, East Stroudsburg, Pennsylvania (hereinafter called "School District").

**WHEREAS**, Thomas F. Dirvonas is currently the appointed Solicitor for the School District; and

WHEREAS, the School District wishes to retain the services of THOMAS F. DIRVONAS LAW OFFICE and the attorneys performing services in and for said office as Solicitors for the 2017-2018 fiscal year and for the 2018-2019 fiscal year;

#### NOW, THEREFORE, it is agreed that:

- 1. The above-named Solicitors will perform routine legal services for the sum of FORTY-TWO THOUSAND (\$42,000.00) DOLLARS, as retainer for the fiscal year 2017-2018, which begins July 1, 2017 and ends June 30, 2018 and for the sum of FORTY-TWO THOUSAND (\$42,000.00) DOLLARS for the fiscal year 2018-2019 which begins July 1, 2018 and ends June 30, 2019.
- 2. Said retainer services shall include attending school board meetings, routine legal advice and opinions, attending routine conferences and meetings as required, preparation or review of routine contracts and resolutions and other routine services.
- 3. Said retainer services shall not include required time for the following work: preparation for arbitrations, hearings and litigation and/or conducting said arbitrations, hearings and litigation, as well as trials and appeals; title searches; bond issues and other financing; construction matters and Authority work; conveyancing; teacher and service

personnel negotiations and related labor matters and substantial work for preparation for same; preparation of tax resolutions; other legal services requiring a substantial amount of time over and above routine items. Separate billings will be made for these items as non-retainer items.

- 4. The Solicitors shall make monthly billings for retainer and non-retainer services and for reimbursement of out-of-pocket expenses. Non-retainer items shall be billed at the hourly rate of \$150.00 per hour or as otherwise agreed upon. In this regard:
  - A. It is acknowledged that the District has engaged, and shall continue to engage additional attorneys or law firms specializing in specific or particular areas of legal practice upon terms to be agreed upon. Examples of such areas of specialization include, but are not limited to, collective bargaining, construction issues and litigation, special education and workers compensation. In such instances, the District will be expected to retain independent counsel, provided that the Solicitors declines to represent the District, and that the District agrees to pay the fees for such counsel.
  - B. With regard to future bond issues, the parties agree that the fee to be paid to the Solicitors shall be a minimum of \$5,000.00 and shall not exceed a maximum of one-half (1/2) or fifty (50%) percent of the fee charged by bond counsel for the issue. The District and Solicitors shall consider the nature and amount of the particular bond issue and the final determination of the Board as to the amount of the fee shall be controlling.
- 5. It is agreed that Thomas F. Dirvonas and Christopher S. Brown shall be responsible for the performance of the legal services required, but that they may utilize the assistance of other attorneys with whom they may become associated in properly serving the School District. No fewer than two attorneys shall be employed by the Solicitors' law firm and/or available to provide legal services to the School Districtat any time during this agreement.

IN WITNESS WHEREOF, Thomas F. Dirvonas and Christopher S. Brown have executed this Agreement on behalf of THOMAS F. DIRVONAS LAW OFFICE and the

School District has caused this Agreement to be signed by its President and attested by its Secretary the day and year first above written.

THOMAS F. DIRVONAS LAW OFFICE, SOLICITOR

	By: Thomas F. Dirvonas
	By:Christopher S. Brown
ATTEST:	EAST STROUDSBURG AREA SCHOOL DISTRICT
Patricia Rosado, Secretary	By:

5/2017 Budget Mansfers

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06/16/2017 11:08 diane-kelly	East Strouds	Stroudsburg Area AL INQUIRY	a SD, PA				P glcjeing
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2 10011060 449 10-2620-449-000-30-820-024-000-0000-	-0000-00		EHSCustodialOtherRentals CINTAS PO	cals		,	443.25
	-0000-00		JMHOperBldgRep&MaintEq CINTAS PO BESCustodialOtherRentals	Eq cals		443.25	
			OD **	JOURNAL TOTAL		00.00	00.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 22 BUA 05/01/2017	ENT DATE 05/01/2017	JNL DESC	CLERK aimee-ellison	ENTITY AU	AUTO-REV STATUS N	BUD YEAR JNL TYPE 2017	
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2	REF3 ACCOUNT	DESCRIPTION	DESCRIPTION		DEBIT	CREDIT OB
1 10003530 610 AE 10-1110-610-000-30-820-140-000-0000 2 10003530 650 AE 10-1110-650-000-30-820-140-000-0000	-0000-00		printer ink EHSHealthPhysEdGen Sup printer ink EHSHealthPhysEdSupplies	ink Sup ink lies Tech		504.00	504.00
			OD **	JOURNAL TOTAL		00.00	00.00

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06/16/2017 11:08 diane-kelly	East Stroudsburg Area JOURNAL INQUIRY	a SD, PA			P glcjeing
YEAR PER JOURNAL SRC EFF DATE 2017 11 32 BUA 05/01/2017	ENT DATE JNL DESC 05/01/2017 MSE	CLERK catherine-tynemouth	ENTITY AUTO-REV STATUS 1 N Hist	BUD YEAR JNL TYPE	
IN ORG OBJECT PROJ REF1	REF2 REF3 ACCOUNT	LINE DESCRIPTION DESCRIPTION	IPTION	DEBIT	CREDIT OB
1 10001840 432 10-1110-432-000-10-214-121-000-0000 2 10001840 610 10-1110-610-000-10-214-121-000-0000	-0000-00	Cover negative balance MSEVocalRep&MaintEq Cover negative balance MSEVocalGen Sup	tive balance tive balance	200.00	200.00
		UOU **	JOURNAL TOTAL	0.00	0.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 33 BUA 05/01/2017	ENT DATE JNL DESC 05/01/2017 K. Chemis	DESC CLERK Chemistrobin-borer	ENTITY AUTO-REV STATUS 1 N Hist	BUD YEAR JNL TYPE	
IN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	LINE DESCRIPTION	IPTION	DEBIT	CREDIT OB
1 10005540 610 10-1243-610-000-10-000-390-000-0000 2 10005540 810 10-1243-810-000-10-000-390-000-0000	-0000-00	money needed Gifted Gen Sup money needed Gifted Dues&Fees	ed for K. Chemes ed for K. Chemes	150.00	150.00
		UOU **	JOURNAL TOTAL	00.00	0.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 36 BUA 05/01/2017	ENT DATE JNL DESC 05/01/2017 Guid reco	, DESC CLERK d reconheather-piperato	ENTITY AUTO-REV STATUS 1 N Hist	BUD YEAR JNL TYPE 2017	
IN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	REF3 ACCOUNT DESCRIPTION	DESCRIPTION	DEBIT	CREDIT OB
1 10006570 610 10-2120-610-000-20-517-601-000-0000- 2 10006570 432 10-2120-432-000-20-517-601-000-0000-	-0000-00	JTLGuidanceGen Sup JTLGuidanceRep&MaintEq	ari.	763.73	763.73
		UOU **	JOURNAL TOTAL	00.00	00.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 37 BUA 05/01/2017	ENT DATE JNL DESC 05/01/2017 Guid reco	ESC CLERK reconheather-piperato	ENTITY AUTO-REV STATUS 1 N Hist	BUD YEAR JNL TYPE 2017	
LN ORG OBJECT PROJ REF1	REF2 REF3	DESCRIPTION	IPTION	DEBIT	CREDIT OB



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06/16/2017 11:08 diane-kelly	East Stroudsburg Area SD, PA JOURNAL INQUIRY			P 3 glcjeing
YEAR PER JOURNAL SRC EFF DATE 12 37 BUA 05/01/2017	ENT DATE JNL DESC CLERK 05/01/2017 Guid reconheather-piperato	ENTITY AUTO-REV STATUS 1 N Hist	BUD YEAR JNL TYPE 2017	
LN ORG OBJECT PROJ REF1 I	REF2 REF3 LIN	LINE DESCRIPTION	DEBIT	CREDIT OB
10006570	-0000-	dns u	C	281.53
10-2120-5	-0000- JTLGuidanceInDistrictTrvl	DistrictTrvl	) ) ) (	
	-0000- JTLGuidanceBooks/Period	oks/Period		
4 10280100 324 10-2834-324-000-20-517-601-000-0000	-0000- JTLGuidanceTrainRgst	ainRgst	0	
		** JOURNAL TOTAL	0.00	0.00
YEAR PER JOURNAL SRC EFF DATE 1 2017 11 46 BUA 05/02/2017	ENT DATE JNL DESC CLERK 05/02/2017 filing cabroseria-cirnigliaro	ENTITY AUTO-REV STATUS 1 N Hist	BUD YEAR JNL TYPE 2017	
LN ORG OBJECT PROJ REF1	REF2 REF3 LI ACCOUNT DESCRIPTION	LINE DESCRIPTION	DEBIT	CREDIT OB
1 10011790 610	II Couronnel	replace 2 FP cabinets	1,500.00	
10-2833-610-000-00-000-003-000-0000 2 10011790 761 10-2833-761-000-00-000-003-000-0000	Personnel	nn den bup no longer exists HR RepEq<\$2,500		1,500.00
		** JOURNAL TOTAL	00.00	00.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 79 BUA 05/02/2017	ENT DATE JNL DESC CLERK 05/02/2017 filing cabroseria-cirnigliaro	ENTITY AUTO-REV STATUS 1 N Hist	BUD YEAR JNL TYPE 2017	
LN ORG OBJECT PROJ REF1	REF2 REF3 LI ACCOUNT DESCRIPTION	LINE DESCRIPTION	DEBIT	CREDIT OB
1 10011790 531	Personnel Personnel	needed for FP filing cabin HR Postage needed for FP filing cabin HR Gen Sup	800.00	800.00
		** JOURNAL TOTAL	00.00	0.00

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06/16/2017 11:08 diane-kelly	East Stroudsburg Area JOURNAL INQUIRY	a SD, PA	P 4 glcjeing
YEAR PER JOURNAL SRC EFF DATE E 2017 11 89 BUA 05/02/2017 0	ENT DATE JNL DESC 05/02/2017 TRACK	CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE diane-kelly 1 N Hist 2017	
ORG OBJECT PROJ REF1	REF2 REF3 ACCOUNT	SE3 LINE DESCRIPTION DESCRIPTION	CREDIT OB
1 10014250 610 10-3250-610-000-30-820-550-000-5000 2 10011050 610 10-2620-610-000-30-820-008-000-0000	DK -000-5000- DK -000-0000-	CRAMER'S LATEX FOR TRACK EHSAthleticsGen Sup CRAMER'S LATEX FOR TRACK OperBldgEHSMaintenanceGenSup	9.49
		** JOURNAL TOTAL 0.00	00.00
YEAR PER JOURNAL SRC EFF DATE F 2017 11 91 BUA 05/03/2017 C	ENT DATE JNL DESC 05/03/2017 Cartridge	CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE paul-bakner 1 N Hist 2017	
LN ORG OBJECT PROJ REF1 F	REF2 REF3 ACCOUNT	LINE DESCRIPTION DESCRIPTION	CREDIT OB
1 10002410 650 JTL Ink 10-1110-650-000-20-517-125-000-0000- 2 10012830 610 JTL Ink 10-3210-610-000-20-517-125-000-0000-	Ink 0-0000- Ink 0-0000-	Money for black toner cart JTLInstrMusicSupplies Tech Money for black toner cart JTLInstrMusicGen Sup	110.57
		** JOURNAL TOTAL 0.00	00.00
YEAR PER JOURNAL SRC EFF DATE E E E DATE E E E DATE E E E DATE E E E DA E E E E E E E E E E E E E E E	ENT DATE JNL DESC 05/03/2017 Geo bee	CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE lorena-rosado 1 N Hist 2017	
ORG OBJECT PROJ REF1	REF2 REF3 ACCOUNT	LINE DESCRIPTION DESCRIPTION	CREDIT OB
1 10002410 581 10-1110-581-000-20-517-125-000-0000- 2 10002370 581	-0000-(	J21.00 JTLInstr.MusicInDistrictTrvl	121.00
10-1110-581-000-20-517-121-000-0000	- 0000-0	Ollocalingtectication ** JOURNAL TOTAL 0.00	0.00
YEAR PER JOURNAL SRC EFF DATE 12017 11 96 BUA 05/03/2017	ENT DATE JNL DESC 05/03/2017 SUPPLIES	CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE rebecca-lopez 1 N Hist 2017	
ORG OBJECT PROJ REF1	REF2 REF3 ACCOUNT	F3 ACCOUNT DESCRIPTION ACCOUNT DESCRIPTION	CREDIT OB



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06/16/2017 11:08 diane-kelly	East Stroudsburg Area JOURNAL INQUIRY	ea SD, PA		P 5 glcjeing
YEAR PER JOURNAL SRC EFF DATE 2017 11 96 BUA 05/03/2017	ENT DATE JNL DESC 05/03/2017 SUPPLIES	CLERK ENTITY AUTO-REV STATUS rebecca-lopez 1 N Hist	S BUD YEAR JNL TYPE 2017	
IN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	LINE DESCRIPTION  DESCRIPTION	DEBIT	CREDIT OB
1 10011050 610 10-2620-610-000-30-820-008-000-0000 2 10010510 610 10-2620-610-000-00-008-000-0000	-0000-00	MAINTENANCE SUPPLIES OperBldgEHSMaintenanceGenSup MAINTENANCE SUPPLIES OperBldg GenSupply	5,000.00	2,000.00
		** JOURNAL TOTAL	0.00	0.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 105 BUA 05/03/2017	ENT DATE JNL DESC 05/03/2017 NEW ACCT	CLERK ENTITY AUTO-REV STATUS kelli-oney 1 N Hist	S BUD YEAR JNL TYPE 2017	
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	LINE DESCRIPTION  T DESCRIPTION	DEBIT	CREDIT OB
1 10280090 650 10-2844-650-000-00-006-000-0600 2 10280090 768 10-2844-768-000-00-000-006-000-0600	-0090-00	NEW ACCOUNT CODE Intiative TechSupplies Tech NEW ACCOUNT CODE IntiativReplCompEq>\$2,500	17,911.97	17,911.97
		** JOURNAL TOTAL	0.00	0.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 106 BUA 05/03/2017	ENT DATE JNL DESC 05/03/2017 drivers e	CLERK ENTITY AUTO-REV STATUS edjoyce-barnes 1 N	S BUD YEAR JNL TYPE 2017	
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	LINE DESCRIPTION T DESCRIPTION	DEBIT	CREDIT OB
1 10003440 610 10-1110-610-000-30-820-110-000-0000- 2 10005780 610 10-1410-610-000-30-820-410-000-0000-	-0000-00	EHSRegularGen Sup EHSDrivers'EdGen Sup	225.00	225.00
		** JOURNAL TOTAL	0.00	0.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 107 BUA 05/03/2017	ENT DATE JNL DESC 05/03/2017 CORRECT	CLERK ENTITY AUTO-REV STATUS kelli-oney 1 N Hist	S BUD YEAR JNL TYPE 2017	
LN ORG OBJECT PROJ REF1	REF2 REF3 ACCOUN	FR3 ACCOUNT DESCRIPTION	DEBIT	CREDIT OB



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06/16/2017 11:08 diane-kelly	East Stroudsburg Area JOURNAL INQUIRY	a SD, PA	P 6  glcjeing
YEAR PER JOURNAL SRC EFF DATE 2017 11 107 BUA 05/03/2017	ENT DATE JNL DESC 05/03/2017 CORRECT	CLERK ENTITY AUTO-REV STATUS BUD YEAR 1 N Hist 2017	JNL TYPE
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	LINE DESCRIPTION DESCRIPTION	CREDIT OB
1 10012350 610 KO 10-2844-610-000-00-000-006-000-0000- 2 10012350 438 KO 10-2844-438-000-00-000-006-000-000-	-0000-00	ITEC Gen Sup PURCHASE PWR CORDS/ADAPTE ITEC Mnt/Rpr/Upgrade	1,536.00
		** JOURNAL TOTAL 0.00	00.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 108 BUA 05/03/2017	ENT DATE JNL DESC 05/03/2017 NSCIOLY	CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL elizabeth-kolcun 1 N Hist 2017	JNL TYPE
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	ACCOUNT DESCRIPTION  LINE DESCRIPTION	CREDIT OB
1 10013120 610 LK TRNORTF 10-3210-610-000-30-820-510-000-5040- 2 10013030 610 LK TRNORTF 10-3210-610-000-30-819-510-000-5120-	TRNORTH 00-5040- TRNORTH 00-5120-	TRANSFER TO NORTH SCIOLY EHSChessden Sup TRANSFER TO NORTH SCIOLY EHNScieolympden Sup	50.00
		** JOURNAL TOTAL 0.00	00.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 112 BUA 05/03/2017	ENT DATE JNL DESC 05/03/2017 field tri	NL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR ield tripannmarie-lafemina-ad 1 N Hist 2017	JNL TYPE
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	LINE DESCRIPTION DESCRIPTION	CREDIT OB
1 10005700 330 jhop aadams 10-1360-330-000-30-819-130-000-0000- 2 10009680 891 jhop aadams 10-2380-891-000-30-819-000-000-0000-	aadams 00-0000- aadams 00-0000-	graduation EHNBusinessEdOtherProfSvc graduation EHNPrincipalMiscExpense	1,265.00
		** JOURNAL TOTAL 0.00	00.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 126 BUA 05/04/2017	ENT DATE JNL DESC 05/04/2017 filing ca	NL DESC CLERK iling cabroseria-cirnigliaro 1 N Hist 2017	JNL TYPE
LN ORG OBJECT PROJ REF1	REF2 REF3 ACCOUNT	IF3 LINE DESCRIPTION DESCRIPTION	CREDIT OB



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06/16/2017 11:08 diane-kelly	East Stroudsburg Area JOURNAL INQUIRY	SD, PA	P 7 glcjeing
YEAR PER JOURNAL SRC EFF DATE 2017 11 126 BUA 05/04/2017	ENT DATE JNL DESC 05/04/2017 filing cah	C CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL cabroseria-cirnigliaro 1 N Hist 2017	JNL TYPE
LN ORG OBJECT PROJ REF1	REF2 REF3 ACCOUNT	REF3 LINE DESCRIPTION DESCRIPTION ACCOUNT DESCRIPTION	CREDIT OB
1 10011790 330 10-2833-330-000-00-000-003-000-0000- 2 10011790 610 10-2833-610-000-00-000-003-000-0000-	-0000-0	filing cabinets Personnel HR OtherProfSvc filing cabinets Personnel HR Gen Sup	1,000.00
		** JOURNAL TOTAL 0.00	00.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 137 BUA 05/04/2017	ENT DATE JNL DESC 05/04/2017 JTL	CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL catherine-tynemouth 1 N Hist 2017	JNL TYPE
LN ORG OBJECT PROJ REF1	REF2 REF3 ACCOUNT	DESCRIPTION DESCRIPTION	CREDIT OB
1 10012810 330 10-3210-330-000-20-517-121-000-0000 2 10002370 330 10-1110-330-000-20-517-121-000-0000	-0000-0	Transfer JTLVocalStudentActOtherProfSvc Transfer JTLVocalOtherProfSvc	500.00
		** JOURNAL TOTAL 0.00	00.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 138 BUA 05/04/2017	ENT DATE JNL DESC 05/04/2017 JTL	CLERK ENTITY AUTO-REV STATUS BUD YEAR catherine-tynemouth 1 N Hist 2017	JNL TYPE
LN ORG OBJECT PROJ REF1	REF2 REF3 ACCOUNT	DESCRIPTION DESCRIPTION	CREDIT OB
1 10012810 330 10-3210-330-000-20-517-121-000-0000 2 10002370 432 10-1110-432-000-20-517-121-000-0000	-0000-0	Transfer JTLVocalStudentActOtherProfSvc Transfer JTLVocalRep&MaintEq	200.00
		** JOURNAL TOTAL 0.00	00.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 142 BUA 05/04/2017	ENT DATE JNL DESC 05/04/2017 Lantz	CLERK ENTITY AUTO-REV STATUS BUD YEAR catherine-tynemouth 1 N Hist 2017	JNL TYPE
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT I	DESCRIPTION DESCRIPTION	CREDIT OB



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06/16/2017 11:08 diane-kelly	East Stroudsburg Area JOURNAL INQUIRY	a SD, PA		P 8 glcjeing
YEAR PER JOURNAL SRC EFF DATE 2017 11 142 BUA 05/04/2017	ENT DATE JNL DESC 05/04/2017 Lantz	CLERK ENTITY AUTO-REV Catherine-tynemouth 1 N	W STATUS BUD YEAR JNL TYPE Hist 2017	
IN ORG OBJECT PROJ REF1	REF2 REF3 ACCOUNT	1573 LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1 10003470 650 10-1110-650-000-30-820-121-000-00000- 2 10003470 610 10-1110-610-000-30-820-121-000-0000-	-0000-	Transfer for keyboards EHSVocalSupplies Tech Transfer for keyboards EHSVocalGen Sup	350.00	350.00
		** JOURNAL TOTAL	00.00	0.00
NAL SRC EFF DATE 143 BUA 05/04/2017 OBJECT PROJ REF1	ENT DATE JNL DESC 05/04/2017 Lantz key REF2	4	SV STATUS BUD YEAR JNL TYPE Hist 2017 DEBIT	CREDIT OB
,	ACCOUNT	DESCRIPTION		136.42
10-1110-58-0 2 100-1110-610-000-30-820-121-000-00000- 2 10003470 610 10-1110-610-000-30-820-121-000-0000-	-0000-0	EHSVocalInDistrictTrv1 Lantz Keyboards EHSVocalGen Sup	136.42	
		** JOURNAL TOTAL	00.00	00.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 144 BUA 05/04/2017	ENT DATE JNL DESC 05/04/2017 Lantz	CLERK ENTITY AUTO-REV catherine-tynemouth 1 N	EV STATUS BUD YEAR JNL TYPE Hist 2017	
LN ORG OBJECT PROJ REF1	REF2 REF3 ACCOUNT	LINE DESCRIPTION DESCRIPTION	DEBIT	CREDIT OB
1 10013070 513 10-3210-513-000-30-820-121-000-00000- 2 10003470 610 10-1110-610-000-30-820-121-000-0000-	-0000-000-	Lantz KEYBOARDS EHSVocalStudentActContracted Lantz KEYBOARDS EHSVocalGen Sup	1,027.50	1,027.50
		** JOURNAL TOTAL	0.00	0.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 146 BUA 05/05/2017	ENT DATE JNL DESC 05/05/2017 NASSP Due	JNL DESC CLERK NASSP Duesrobert-dilliplane 1 N	EV STATUS BUD YEAR JNL TYPE Hist 2017	
LN ORG OBJECT PROJ REF1	REF2 REF3 ACCOUNT	FR3 ACCOUNT DESCRIPTION	DEBIT	CREDIT OB

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CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE F DESCRIPTION F DESCRIPTION  NASSP Dues LISPrincipalDues&Fees  ** JOURNAL TOTAL  DESCRIPTION  LEAK SEAL SPRAY ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  Giane-kelly  DESCRIPTION  ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  Giane-kelly  ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  GIANG-Kelly  ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  Hist 2017  DEBIT  CLERK  ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  PAUL-bakner  I N N Hist 2017  T DESCRIPTION  ** JOURNAL TOTAL  T DESCRIPTION  CLERK  ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  paul-bakner  I N N Hist 2017  T DESCRIPTION  T DES	East Stroudsburg A	Area SD, PA		a yier erp solution P_ 9
CLERK  LINE DESCRIPTION  DEBIT  LINE DESCRIPTION  MASSP Dues  LISPrincipalDues&Fees  ** JOURNAL TOTAL  CLERK  CLERK  CLERK  ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  diane-kelly  LINE DESCRIPTION  DEBIT  ** JOURNAL TOTAL  OperaldgeHSMaintenanceGenSup  ** JOURNAL TOTAL  ** JOURNAL TOTAL  ** JOURNAL TOTAL  DEBIT  ** JOURNAL TOTAL  ** JOURNAL TOTAL  ** JOURNAL TOTAL  ** JOURNAL TOTAL  DEBIT  ** JOURNAL TOTAL  ** JOURNAL TOTAL  DEBIT  ** JOURNAL TOTAL  ** JOURNAL TOTAL  ** JOURNAL TOTAL  ** JOURNAL TOTAL  DEBIT  ** JOURNAL TOTAL  DEBIT  ** JOURNAL TOTAL  ** JULIANT MAINSICHERS  JULINSTERMING GENERAL TOTAL  ** JOURNAL TOT				<u>[g]</u>
DESCRIPTION	JNL DESC NASSP Due	ENTITY AUTO-REV 1	STATUS BUD YEAR JNL Hist 2017	
NASSP Dues   NAS	REF3 ACCOUNT		DEBIT	
## JOURNAL TOTAL  CLERK diame-kelly  DESCRIPTION  ILINE DESCRIPTION  EHSAthleticsGen Sup LEAK SEAL SPRAY  DEPLIT  LINE DESCRIPTION  EHSAthleticsGen Sup LEAK SEAL SPRAY  DEPLIT  LINE DESCRIPTION  CLERK  TOTAL  DEBLIT  O.00		NASSP Dues LISPrincipalRepEq<\$2,500 NASSP Dues LISPrincipalDues&Fees	600.00	00.009
CLERK diame-kelly  LINE DESCRIPTION  LEAK SEAL SPRAY ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  EHSAthleticsGen Sup OperBldgEHSMaintenanceGenSup  ** JOURNAL TOTAL  CLERK MONEY for Stereo JTLINStrMusicGen Sup Money for Stereo JTLINStrMusicGen Sup Woney for Stereo		JOURNAL		0.00
DESCRIPTION   LINE DESCRIPTION   DEBIT   CREDIT	DES SRS	CLERK ally 1	STATUS BUD YEAR JNL Hist 2017	
EHSAthleticsGen Sup OperBldgEHSMaintenanceGenSup ** JOURNAL TOTAL  CLERK  DESCRIPTION  DESCRIPTION  Money for Stereo  JTLInstrMusicGen Sup JTLInstrMusicGen Sup Money for Stereo  JTLInstrMusicGen Sup Money for Stereo  JTLInstrMusicGen Sup JTLInstrMusicGen Sup	300	LINE DESCRIPTION	DEBIT	
CLERK paul-bakner TINE DESCRIPTION TELINSTRINGS FOR STATUS BUD YEAR JNL TYPE  MONEY for Stereo JTLINStrictTrvl Money for Stereo JTLINSTRW Money for Stereo		PMT TO PMT TO	33.71	33.71
CLERK paul-bakner TINE DESCRIPTION TDESCRIPTION  Money for Stereo JTLINStrMusicBooks/Period JTLINStrMusicGen Sup Money for Stereo JTLINStrMusicGen Sup		** JOURNAL TOTAL	0.00	00.00
DESCRIPTION  Money for Stereo JTLInstrMusicGen Sup Money for Stereo		CLERK ENTITY paul-bakner 1	STATUS BUD YEAR JNL Hist 2017	
for Stereo s/Period for Stereo Sup for Stereo istrictTrvl for Stereo Sup for Stereo Sup for Stereo for Stereo Sup for Stereo Sup for Stereo		DESCRIPTION	DEBIT	
Sup for Stereo istrictTrvl for Stereo Sup for Stereo for Stereo for Stereo for Stereo for Stereo for Stereo		for s/Pe for	149.00	149.00
Sup 152,500 14,52,500 170.00 170.00 Sup 10r Stereo		JTLInstrMusicGen Sup Money for Stereo JTLInstr.MusicInDistrictTrvl Money for Stereo		1,170.00
eo 170.00 eo		Sup for		170.00
		Money for Stereo JTLInstrMusicGen Sup Money for Stereo JTLInstrMusicDues&Fees	170.00	246.00



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06/16/2017 11:08 East Stroudsburg diane-kelly JOURNAL INQUIRY	g Area SD, PA		P 10 glcjeing
YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC 2017 11 154 BUA 05/08/2017 05/08/2017 Stereo	CLERK paul-bakner 1	AUTO-REV STATUS BUD YEAR JNL TYPE N Hist 2017	
LN ORG OBJECT PROJ REF1 REF2 REF3 ACCOUNT	SF3 ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
8 10012830 610 10-3210-610-000-20-517-125-000-0000-	Money for Stereo JTLInstrMusicGen Sup	246.00	
	** JOURNAL TOTAL	00.00	0.00
YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC 2017 11 155 BUA 05/08/2017 05/08/2017 JTLSHIP	CLERK elizabeth-kolcun 1	AUTO-REV STATUS BUD YEAR JNL TYPE N	
LN ORG OBJECT PROJ REF1 REF2 REF3 ACCOUNT	ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1 10013200 610 LK PSOTAGE 10-3250-610-000-20-517-550-000-5000- 2 10014250 531 LK PSOTAGE 10-3250-531-000-30-820-550-000-5000-	SHIP BACK TO BSN JTLAthleticsGen Sup SHIP BACK TO BSN EHSAthleticsPostage	35.00	35.00
	** JOURNAL TOTAL	00.00	00.00
YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC 2017 11 159 BUA 05/09/2017 05/09/2017 resources	CLERK ENTITY s jessica-hopstetter 1	AUTO-REV STATUS BUD YEAR JNL TYPE N Hist 2017	
IN ORG OBJECT PROJ REF1 REF2 REF3 ACCOUNT	REF3 LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1 10005700 650 10-1360-650-000-30-819-130-000-0000- 2 10005700 640 10-1360-640-000-30-819-130-000-0000-	EHNBusinessEdSupplies Tech EHNBusinessEdBooks/Period	100.00	100.00
	** JOURNAL TOTAL	00.00	00.00
YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC 2017 11 161 BUA 05/09/2017 05/09/2017 Transfer	CLERK ENTITY debra-wisotsky 1	AUTO-REV STATUS BUD YEAR JNL TYPE N	
LN ORG OBJECT PROJ REF1 REF2 REF3 ACCOUNT	REF3 ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1 10011200 433 10-2660-433-000-00-000-091-000-0000-	Praxair Tanks Filling Security Rep&MaintVeh	FD.	890.00



06/16/2017 11:08 diane-kelly	East Stroudsburg Area JOURNAL INQUIRY	aa SD, PA	P 11 glojeiną	11 jeing
YEAR PER JOURNAL SRC EFF DATE 2017 11 161 BUA 05/09/2017	ENT DATE JNL DESC 05/09/2017 Transfer	CLERK debra-wisotsky 1 N Hist 2017	NI TYPE	
IN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	LINE DESCRIPTION  DESCRIPTION	CREDIT	r ob
2 10011200 610 DW DW DW 10-2660-610-000-000-000-091-000-000	DW 00-0000-	Praxair Tanks Filling 890.00 Security Gen Sup	00	
		** JOURNAL TOTAL 0.	00.0	
YEAR PER JOURNAL SRC EFF DATE 2017 11 212 BUA 05/10/2017	ENT DATE JNL DESC 05/10/2017 Band	CLERK ENTITY AUTO-REV STATUS BUD paul-bakner 1 N Hist 2017	YEAR JNL TYPE	
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	LINE DESCRIPTION T DESCRIPTION	CREDIT	r ob
1 10003180 751 Bus Region 10-1110-751-000-30-819-125-000-0000- 2 10012970 513 Bus Region 10-3210-513-000-30-819-125-000-0000-	Region 00-0000- Region 00-0000-	Region Band Busing EHNInstrMusicNewEq<\$2,500 Region Band Busing EHNInstrMusicContracted	1,467.00	0
		** JOURNAL TOTAL 0.00	00.00	
YEAR PER JOURNAL SRC EFF DATE 2017 11 213 BUA 05/10/2017	ENT DATE JNL DESC 05/10/2017 CINTAS	CLERK ENTITY AUTO-REV STATUS BUD YEAR rebecca-lopez 1 N Hist 2017	R JNL TYPE	
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	T DESCRIPTION  T DESCRIPTION	IT CREDIT	I OB
1 10010710 432 10-2620-432-000-10-213-024-000-0000 2 10010830 449 10-2620-449-000-10-216-024-000-0000	-0000-000	CINTAS JMHOperBldgRep&MaintEq CINTAS SMIOperBldgOtherRentals	00	0
		** JOURNAL TOTAL 0.	0.00	
YEAR PER JOURNAL SRC EFF DATE 2017 11 244 BUA 05/11/2017	ENT DATE JNL DESC 05/11/2017 Spedoly	CLERK ENTITY AUTO-REV STATUS BUD YEAR annmarie-lafemina-ad 1 N Hist 2017	R JNL TYPE	
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	LINE DESCRIPTION T DESCRIPTION	IT CREDIT	T OB
1 10009680 531 10-2380-531-000-30-819-000-0000-	-0000-000g	Spec.Olympics Shirts EHNPrincipalPostage	500.00	0



06/16/2017 11:08 diane-kelly		East Stroudsburg JOURNAL INQUIRY	sburg Area	a SD, PA			P 12  glcjeing
YEAR PER JOURNAL SRC 2017 11 244 BUA	C EFF DATE A 05/11/2017	ENT DATE 05/11/2017	JNL DESC SpedOly	CLERK annmarie-lafemina-ad	ENTITY AUTO-REV STATUS 1 N Hist	IUS BUD YEAR JNL TYPE t 2017	
LN ORG OBJECT ACCOUNT	T PROJ REF1	REF2	REF3 ACCOUNT	DESCRIPTION	liption	DEBIT	CREDIT OB
2 10009680 610 10-2380-610-000-30-819-000-000-0000	aadams 0-30-819-000-00	-0000-00		Spec.Olympics EHNPrincipalGen Sup	oics Shirts	200.00	
				JOD **	JOURNAL TOTAL	00.00	0.00
YEAR PER JOURNAL SRC 2017 11 250 BUA	.C EFF DATE A 05/11/2017	ENT DATE 05/11/2017	JNL DESC LS gloves	CLERK robin-borer	ENTITY AUTO-REV STATUS	TUS BUD YEAR JNL TYPE L 2017	
LN ORG OBJECT ACCOUNT	T PROJ REF1	REF2	REF3 ACCOUNT	DESCRIPTION	IPTION	DEBIT	CREDIT OB
1 10210060 610 rb 10-2119-610-000-10-000-310-000-0000 2 10004690 610 rb 10-1211-610-000-10-000-310-000-0000	rb 0-10-000-310-0 rb 0-10-000-310-0	-0000-00		transfer i SpecEdSpvSupply transfer t LifeSkillGen Sup	for gloves order to life skills ac	174.00	174.00
				JOD **	JOURNAL TOTAL	00.00	00.00
YEAR PER JOURNAL SRC 2017 11 251 BUA	C EFF DATE	ENT DATE 05/11/2017	JNL DESC TRF TO 513	DESC CLERK TO 513kristine-michaels	ENTITY AUTO-REV STATUS	TUS BUD YEAR JNL TYPE t 2017	
LN ORG OBJECT ACCOUNT	T PROJ REF1.	REF2	REF3 ACCOUNT	REF3 ACCOUNT DESCRIPTION	RIPTION	DEBIT	CREDIT OB
1 10011670 751 KM 10-2720-751-000-00-000-007-000-0000 2 10011670 513 KM 10-2720-513-000-000-007-000-0000	KM 0-00-000-007-0 KM 0-00-000-007-0	1 1		TransportationNewEq<\$2,500 Transp,Cont.Driver,District	2,500 strict	16,800.00	16,800.00
				IOD **	JOURNAL TOTAL	00.00	0.00
YEAR PER JOURNAL SRC 2017 11 256 BUA	SRC EFF DATE BUA 05/12/2017	ENT DATE 05/12/2017	JNL DESC Lumber	CLERK diane-kelly	ENTITY AUTO-REV STA 1 N His	STATUS BUD YEAR JNL TYPE Hist 2017	
LN ORG OBJEC	OBJECT PROJ REF1	REF2	REF3 ACCOUNT	LINE	DESCRIPTION	DEBIT	CREDIT OB
1 10003360 752 10-1110-752-000-30-819-260-000-0000	0-30-819-260-0	Man/Parker 300-0000-		LUMBER NEE EHNTechEdNewEg>\$2,500	LUMBER NEEDED FOR NORTH CL WEG>\$2,500		620.00



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06/16/2017 11:08 diane-kelly	East Stroudsburg Area JOURNAL INQUIRY	ea SD, PA		P 13 glcjeing
YEAR PER JOURNAL SRC EFF DATE 2017 11 256 BUA 05/12/2017	ENT DATE JNL DESC 05/12/2017 Lumber	CLERK ENTITY AUTO-REV diane-kelly 1	STATUS BUD YEAR JNL TYPE Hist 2017	
LN ORG OBJECT PROJ REF1	REF2 REF3 ACCOUNT	LINE DESCRIPTION  DESCRIPTION	DEBIT	CREDIT OB
2 10003360 610 10-1110-610-000-30-819-260-000-0000	Man/Parker 0-0000-	LUMBER NEEDED FOR NORTH CLEHNTechEdGen Sup	620.00	
		** JOURNAL TOTAL	0.00	0.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 257 BUA 05/12/2017	ENT DATE JNL DESC 05/12/2017 MACHINE 1	JNL DESC CLERK MACHINE RPdiane-kelly 1 N	STATUS BUD YEAR JNL TYPE Hist 2017	
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	REF3 ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1 10003360 650 10-1110-650-000-30-819-260-000-0000 2 10003360 432 10-1110-432-000-30-819-260-000-0000	-0000-0	COVER MACHINE REPAIR/E.BRE EHNTechEdSupplies Tech COVER MACHINE REPAIR/E.BRE EHNTechEdRep&MaintEq	650.00	650.00
		** JOURNAL TOTAL	00.0	0.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 264 BUA 05/15/2017	ENT DATE JNL DESC 05/15/2017 postage	CLERK ENTITY AUTO-REV susan-cole 1 N	STATUS BUD YEAR JNL TYPE Hist 2017	
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	LINE DESCRIPTION  DESCRIPTION	DEBIT	CREDIT OB
1 10009990 610 10-2420-610-000-10-214-602-000-0000- 2 10009990 531 10-2420-531-000-10-214-602-000-0000-	postage 0-0000- postage 0-0000-	transfer to postage MSEMedicalSvsGen Sup transfer to postage MSEMedicalSvsPostage	94.00	94.00
		** JOURNAL TOTAL	0.00	00.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 266 BUA 05/15/2017	ENT DATE JNL DESC 05/15/2017 supplies	CLERK ENTITY AUTO-REV susan-cole 1	STATUS BUD YEAR JNL TYPE Hist 2017	
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	LINE DESCRIPTION  T DESCRIPTION	DEBIT	CREDIT OB
1 10010290 751 10-2430-751-000-10-000-602-000-0000-	walmart 0-0000-	insuff funds DentalSvs NewEq<\$2,500		200.00

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06/16/2017 11:08 diane-kelly	East Stroudsburg	Area SD, PA		P 14 glcjeing
YEAR PER JOURNAL SRC EFF DATE 2017 11 266 BUA 05/15/2017	ENT DATE JNL DESC 05/15/2017 supplies	CLERK ENTITY AUTO-REV STATUS susan-cole 1 N Hist	BUD YEAR JNL TYPE 2017	!
IN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	LINE DESCRIPTION UNT DESCRIPTION	DEBIT	CREDIT OB
2 10010290 610 10-2430-610-000-10-000-602-000-0000-	walmart 00-0000-	insuff funds DentalSvs Gen Sup	200.00	
		** JOURNAL TOTAL	0.00	00.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 267 BUA 05/15/2017	ENT DATE JNL DESC 05/15/2017 supplies	CLERK ENTITY AUTO-REV STATUS susan-cole 1 N Hist	BUD YEAR JNL TYPE 2017	
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	LINE DESCRIPTION  UNT DESCRIPTION	DEBIT	CREDIT OB
1 10010290 432 10-2430-432-000-10-000-602-000-0000- 2 10010290 610 10-2430-610-000-10-000-602-000-0000-	walmart -000-0000- walmart -000-0000-	insuff funds DentalSvs DentalSvsRep&MaintEq insuff funds DentalSvs Gen Sup	150.00	150.00
		** JOURNAL TOTAL	0.00	0.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 289 BUA 05/15/2017	ENT DATE JNL DESC 05/15/2017 VEHICLES	CLERK ENTITY AUTO-REV STATUS rebecca-lopez 1 N Hist	BUD YEAR JNL TYPE 2017	
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3	ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1 10011000 431 10-2620-431-000-30-819-008-000-0000 2 10010510 433 10-2620-433-000-000-008-000-0000	-0000-000	VEHICLE REPAIRS OperBldg Rep&MaintBldgs VEHICLE REPAIRS OperBldgRepr/MaintServ.Vehicle	2,000.00	2,000.00
		** JOURNAL TOTAL	0.00	0.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 294 BUA 05/16/2017	ENT DATE JNL 05/16/2017 lab	DESC CLERK  IN N Hist 2	BUD YEAR JNL TYPE 2017	
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3	F3 ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1 10009630 610 10-2380-610-000-20-518-000-000-		R1720172830 LISPrincipalGen Sup	700.00	



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06/16/2017 11:08 diane-kelly	East Stroudsburg Area JOURNAL INQUIRY	a SD, PA		P 15 glcjeing
YEAR PER JOURNAL SRC EFF DATE E 2017 11 294 BUA 05/16/2017 C	ENT DATE JNL DESC 05/16/2017 lab ink	CLERK kira-holden 1	AUTO-REV STATUS BUD YEAR JNL TYPE N	
IN ORG OBJECT PROJ REF1 R	REF2 REF3 ACCOUNT	153 LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
2 10002660 610 10-1110-610-000-20-518-110-000-0000	R1720172830	30 IISRegularGen Sup		700.00
		** JOURNAL TOTAL	0.00	0.00
YEAR PER JOURNAL SRC EFF DATE E 2017 11 297 BUA 05/16/2017 C	ENT DATE JNL DESC 05/16/2017 ink supp	CLERK kira-holden 1	AUTO-REV STATUS BUD YEAR JNL TYPE N	
LN ORG OBJECT PROJ REF1 F ACCOUNT	REF2 REF3 ACCOUNT	LINE DESCRIPTION DESCRIPTION	DEBIT	CREDIT OB
1 10002660 610 ink 10-1110-610-000-20-518-110-000-00000 2 10009630 610 ink 10-2380-610-000-20-518-000-000-0000	-0000-0	ink LISRegularGen Sup ink LISPrincipalGen Sup	700.00	700.00
		** JOURNAL TOTAL	0.00 IV	0.00
YEAR PER JOURNAL SRC BFF DATE 1 2017 11 317 BUA 05/18/2017 0	ENT DATE JNL DESC 05/18/2017 PIAATRACK	CLERK ENTITY elizabeth-kolcun 1	AUTO-REV STATUS BUD YEAR JNL TYPE N	
LN ORG OBJECT PROJ REF1 E ACCOUNT	REF2 REF3 - ACCOUNT	LINE DESCRIPTION DESCRIPTION	DEBIT	CREDIT OB
1 10014440 810 LK TRTRACK 10-3250-810-000-30-820-550-000-5201- 2 10014410 810 LK TRTRACK 10-3250-810-000-30-820-550-000-5181- 3 10014420 810 LK TRTRACK 3 10014420 810 LK TRTRACK	TRTRACK 0-5201- TRTRACK 0-5181- TRTRACK	TR FOR PIAA TRACK EHSWrestlingDues&Fees TR FOR PIAA TRACK EHS B TrackDues&Fees TR FOR PIAA TRACK FHS G TrackDues&Fees	270.00	1,080.00
10-3250-810-90-30-30-30-30-30-30-30-30-30-30-30-30-30	TRIRACK 0-5181- TRIRACK 0-5182-	р д С	270.00	
		** JOURNAL TOTAL	0.00	00.0



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06/16/2017 11:08 diane-kelly	East Stroudsburg Area JOURNAL INQUIRY	a SD, PA		P 16 glcjeing
YEAR PER JOURNAL SRC EFF DATE EN 2017 11 318 BUA 05/18/2017 05	ENT DATE JNL DESC 05/18/2017 sew/vac	CLERK ENTITY AUTO-REV STATUS regina-brotherton 1 N Hist	S BUD YEAR JNL TYPE 2017	
IN ORG OBJECT PROJ REF1 RE ACCOUNT	REF2 REF3 ACCOUNT	SF3 ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1 10003670 610 10-1110-610-000-30-820-240-000-0000 2 10003670 432 10-1110-432-000-30-820-240-000-0000	R1720172875 0000- R1720172875 0000- EI	REPAIR/SEW-VAC EHSFamConSciGen Sup 75 EHSFamConSciRep&MaintEq	380.00	380.00
		** JOURNAL TOTAL	00.00	00.00
YEAR PER JOURNAL SRC EFF DATE EN 2017 11 334 BUA 05/18/2017 05	ENT DATE JNL DESC 05/18/2017 tshirts	CLERK ENTITY AUTO-REV STATUS annmarie-lafemina-ad 1 N Hist	S BUD YEAR JNL TYPE 2017	
LN ORG OBJECT PROJ REF1 RE ACCOUNT	REF2 REF3 ACCOUNT	LINE DESCRIPTION DESCRIPTION	DEBIT	CREDIT OB
1 10009680 751 aadams 10-2380-751-000-30-819-000-000-0000 2 10009680 610 aadams 10-2380-610-000-30-819-000-000-0000	R1720172608 -0000- R1720172608 -0000- EI	508 EHNPrincipalNewEq<\$2,500 508 EHNPrincipalGen Sup	50.00	50.00
		** JOURNAL TOTAL	0.00	0.00
YEAR PER JOURNAL SRC EFF DATE EN 2017 11 348 BUA 05/18/2017 05	ENT DATE JNL DESC 05/18/2017 LIS	CLERK ENTITY AUTO-REV STATUS Catherine-tynemouth 1 N	S BUD YEAR JNL TYPE 2017	
LN ORG OBJECT PROJ REF1 RI ACCOUNT	REF2 REF3 ACCOUNT	LINE DESCRIPTION T DESCRIPTION	DEBIT	CREDIT OB
1 10002700 432 10-1110-432-000-20-518-121-000-0000 2 10002700 610 10-1110-610-000-20-518-121-000-0000	-0000-	Transfer to supplies LISVocalRep&MaintEq Transfer to supplies LISVocalGen Sup	275.00	275.00
	is .	** JOURNAL TOTAL	0.00	00.0
YEAR PER JOURNAL SRC EFF DATE EP 2017 11 350 BUA 05/18/2017 05	ENT DATE JNL DESC 05/18/2017 supplies	CLERK ENTITY AUTO-REV STATUS patricia-romansky 1 N Hist	S BUD YEAR JNL TYPE 2017	
LN ORG OBJECT PROJ REF1 RI ACCOUNT	REF2 REF3 ACCOUN	F3 ACCOUNT DESCRIPTION	DEBIT	CREDIT OB



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06/16/2017 11:08   East Stroudsburg Area SD, PA diane-kelly   JOURNAL INQUIRY		P 17 glcjeing
YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK 2017 11 350 BUA 05/18/2017 05/18/2017 supplies patricia-romansky	ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE 1 N Hist 2017	<b>X</b>
LN ORG OBJECT PROJ REF1 REF2 REF3 LINE DES ACCOUNT DESCRIPTION	DESCRIPTION DEBIT	CREDIT OB
1 10012620 610 10-3210-610-000-10-212-510-000-0000- 2 10001440 610 10-1110-610-000-10-212-110-000-0000-	34.23	34.23
□ **	JOURNAL TOTAL 0.00	0.00
DESC CLERK lies patricia-ro	Y AUTO-REV STATUS BUD N Hist 2017	
LIN ORG OBJECT PROJ REF1 REF2 REF3 LEF3 LINE DESCRIPTION ACCOUNT DESCRIPTION	CRIPTION DEBIT	CREDIT OB
1 10009270 810 10-2380-810-000-10-212-000-0000-0000- 2 10001440 610 10-1110-610-000-10-212-110-000-0000-	601.06	601.06
D **	JOURNAL TOTAL 0.00	0.00
YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK 2017 11 352 BUA 05/18/2017 05/18/2017 supplies patricia-romansky	ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE 1 N Hist 2017	<b>E</b> c.
LN ORG OBJECT PROJ REF1 REF2 REF3 LINE DES ACCOUNT ACCOUNT	DESCRIPTION DEBIT	CREDIT OB
1 10009270 610 10-2380-610-000-10-212-000-0000-0000- 2 10001480 610 10-1110-610-000-10-212-121-000-0000-	118.42	118.42
D **	JOURNAL TOTAL 0.00	00.00
YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK 2017 11 353 BUA 05/18/2017 05/18/2017 supplies patricia-romansky	ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE 1 N Hist 2017	五·
LN ORG OBJECT PROJ REF1 REF2 REF3 ACCOUNT DESCRIPTION	CRIPTION DEBIT	CREDIT OB



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06/16/2017 11:08   East S diane-kelly   JOURNA	East Stroudsburg Area JOURNAL INQUIRY	a SD, PA			P 18 glcjeing
YEAR PER JOURNAL SRC EFF DATE ENT DATE 2017 11 353 BUA 05/18/2017 05/18/2017	ATE JNL DESC '2017 supplies	CLERK patricia-romansky	ENTITY AUTO-REV STATT	STATUS BUD YEAR JNL TYPE Hist 2017	
LN ORG OBJECT PROJ REF1 REF2 ACCOUNT	REF3 ACCOUNT	LINE	DESCRIPTION	DEBIT	CREDIT OB
1 10009270 581 10-2380-581-000-10-212-000-0000-0000- 2 10001440 610 10-1110-610-000-10-212-110-000-0000	1 1	ESEPrincipalInDistrictTrvl ESERegularGen Sup	tTrvl	133.15	133.15
		JOL **	JOURNAL TOTAL	00.00	0.00
YEAR PER JOURNAL SRC EFF DATE ENT DATE 2017 11 354 BUA 05/18/2017 05/18/2017	ATE JNL DESC /2017 recon art	CLERK heather-piperato	ENTITY AUTO-REV STA 1 N His	STATUS BUD YEAR JNL TYPE Hist 2017	
LN ORG OBJECT PROJ REF1 REF2 ACCOUNT	REF3 ACCOUNT	LINE	DESCRIPTION	DEBIT	CREDIT OB
1 10002330 610 10-1110-610-000-20-517-110-000-00000- 2 10002390 610 10-1110-610-000-20-517-122-000-0000-	1 1	JTLRegularGen Sup JTLArtGen Sup		30.00	30.00
		10r **	JOURNAL TOTAL	00.00	0.00
YEAR PER JOURNAL SRC EFF DATE ENT DATE 2017 11 355 BUA 05/18/2017 05/18/2017	ATE JNL DESC /2017 supplies	CLERK patricia-romansky	ENTITY AUTO-REV STA	STATUS BUD YEAR JNL TYPE Hist 2017	
LN ORG OBJECT PROJ REF1 REF2 ACCOUNT	REF3 ACCOUNT	LINE	DESCRIPTION	DEBIT	CREDIT OB
1 10009270 531 10-2380-531-000-10-212-000-0000-0000- 2 10001440 610 10-1110-610-000-10-212-110-000-0000-	1 1	ESEPrincipalPostage ESERegularGen Sup		31.90	31.90
	,	10£ **	JOURNAL TOTAL	0.00	00.00
YEAR PER JOURNAL SRC EFF DATE ENT DATE 2017 11 357 BUA 05/18/2017 05/18/2017	DATE JNL DESC 8/2017 supplies	CLERK patricia-romansky	ENTITY AUTO-REV STA 1 N His	STATUS BUD YEAR UNL TYPE Hist 2017	
LN ORG OBJECT PROJ REF1 REF2 ACCOUNT	REF3 ACCOUNT	FR3 ACCOUNT DESCRIPTION	liption	DEBIT	CREDIT OB

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06/16/2017 11:08 diane-kelly	East Stroudsburg Area  JOURNAL INQUIRY	ea SD, PA		P 19 glcjeing
YEAR PER JOURNAL SRC EFF DATE 2017 11 357 BUA 05/18/2017	TE ENT DATE JNL DESC 2017 05/18/2017 supplies	CLERK patricia-romansky 1	AUTO-REV STATUS BUD YEAR JNL TYPE N Hist 2017	
LN ORG OBJECT PROJ R ACCOUNT	REF1 REF2 REF3 ACCOUNT	LINE DESCRIPTION T DESCRIPTION	DEBIT	CREDIT OB
1 10001440 438 10-1110-438-000-10-212-110-000-0000- 2 10001440 610 10-1110-610-000-10-212-110-000-0000-	pdr 110-000-0000- pdr 110-000-0000-	ESERegularMnt/Rpr/Upgrade ESERegularGen Sup	100.08	100.08
		** JOURNAL TOTAL	AL 0.00	0.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 373 BUA 05/19/201	TE ENT DATE JNL DESC 2017 05/19/2017 ink	CLERK ENTITY CYNTHIA-pellington 1	AUTO-REV STATUS BUD YEAR JNL TYPE N Hist 2017	
LN ORG OBJECT PROJ R	REF1 REF2 REF3 ACCOUNT	LINE DESCRIPTION	DEBIT	CREDIT OB
1 10008340 324 cp ink 10-2271-324-000-20-518-150-000-0000- 2 10002780 758 cp ink 10-1110-758-000-20-518-150-000-0000- 3 10002780 650 ink	ink 150-000-0000- ink 150-000-0000- ink	ink cartridges LISELADevCertTrainRgst ink cartridges LISEnglishNewCompEq>\$2,500 ink cartridges	765.00	500.00
10-1110-650-000-20-518-	150-000-000- 150-000-000-	LISENGLANGAICSUPPILES IECH ** JOURNAL TOTAL	AL 0.00	00.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 385 BUA 05/19/201	TE ENT DATE JNL DESC 2017 05/19/2017 old conf	CLERK ENTITY heather-piperato 1	AUTO-REV STATUS BUD YEAR JNL TYPE N Hist 2017	
IN ORG OBJECT PROJ R ACCOUNT	REF1 REF2 REF3 ACCOUNT	LINE DESCRIPTION T DESCRIPTION	DEBIT	CREDIT OB
1 10009570 580 10-2380-580-000-20-517-000-000000000000000000000000000000	-0000-000-000	JTLTravel/Conf JTLSDevNonInstCertTrainRgst	2,052.46	2,052.46
		** JOURNAL TOTAL	AL 0.00	00.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 405 BUA 05/22/2017	ATE ENT DATE JNL DESC /2017 05/22/2017 Pianos	CLERK ENTITY keith-labar 1	AUTO-REV STATUS BUD YEAR JNL TYPE N Hist 2017	
LN ORG OBJECT PROJ R	REF1 REF2 REF3 ACCOUN	REF3 ACCOUNT DESCRIPTION	DEBIT	CREDIT OB



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06/16/2017 11:08 diane-kelly	East Stroudsburg Area JOURNAL INQUIRY	a SD, PA	P 20 glcjeing
YEAR PER JOURNAL SRC EFF DATE 2017 11 405 BUA 05/22/2017	ENT DATE JNL DESC 05/22/2017 Pianos	CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE N Hist 2017	
LN ORG OBJECT PROJ REF1	REF2 REF3 ACCOUNT	LINE DESCRIPTION DESCRIPTION	CREDIT OB
1 10012950 513 KLaB keith-1 10-3210-513-000-30-819-121-000-0000- 2 10012950 761 KLaB keith-1 10-3210-761-000-30-819-121-000-0000-	keith-laba 0-0000- keith-laba 0-0000-	Move to purchase keyboards EHNVocalStudentActContracted Move to purchase keyboards EHNVocalStudentActRepEq<\$2,500	1,790.00
		** JOURNAL TOTAL 0.00	00.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 415 BUA 05/01/2017	ENT DATE JNL DESC 05/22/2017 Supplies	CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE natthew-krauss 1 N Hist 2017	
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	LINE DESCRIPTION DESCRIPTION	CREDIT OB
1 10004660 581 10-1200-581-891-00-000-310-000-98 2 10004660 610 10-1200-610-891-00-000-310-000-98	0-9891- 0-9891-	To cover supplies ACCESS InDistrictTrvl To cover supplies ACCESS Gen Sup	6.30
		** JOURNAL TOTAL 0.00	00.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 420 BUA 05/23/2017	ENT DATE JNL DESC 05/23/2017 TO ESU 33	C CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE 1330elizabeth-kolcun 1 N Hist 2017	
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	LINE DESCRIPTION DESCRIPTION	CREDIT OB
1 10013820 432 LK TR432AC 10-3250-432-000-30-819-550-000-5000- 2 10013820 330 LK TR432AC 10-3250-330-000-30-819-550-000-5000-	TR432ACCT 0-5000- TR432ACCT 0-5000-	TRANSFER TO 330 ESU EHNAthleticsRep&MaintEq TRANSFER TO 330 ESU THAThleticsOtherProfSvc	7,339.85
		** JOURNAL TOTAL 0.00	00.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 421 BUA 05/23/2017	ENT DATE JNL DESC 05/23/2017 751 TO 61	DESC CLERK TO 610elizabeth-kolcun 1 N Hist 2017	
LN ORG OBJECT PROJ REF1	REF2 REF3 ACCOUNT	RSCOUNT DESCRIPTION DESCRIPTION	CREDIT OB



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06/16/2017 11:08 diane-kelly	East Stroudsburg	burg Area SD, PA IRY	P 21 glcjeing
YEAR PER JOURNAL SRC EFF DATE 2017 11 421 BUA 05/23/2017	ENT DATE 05/23/2017	JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR 751 TO 610elizabeth-kolcun 1 N Hist 2017	BUD YEAR JNL TYPE 2017
LN ORG OBJECT PROJ REF1	REF2 RE	REF3 LINE DESCRIPTION DESCRIPTION ACCOUNT DESCRIPTION	CREDIT OB
1 10014250 751 IK TR TO 6 10-3250-751-000-30-820-550-000-5000- 2 10014250 610 IK TR TO 6 10-3250-610-000-30-820-550-000-5000-	TR TO 610 0-000-5000- TR TO 610 0-000-5000-	TR TO 610 EHSAthleticsNewEq<\$2,500 TR TO 610 EHSAthleticsGen Sup	11,508.50
		** JOURNAL TOTAL 0.00	0.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 475 BUA 05/23/201	ENT DATE 7 05/23/2017	JNL DESC CLERK Walmart cynthia-pellington 1 N Hist 2017	JNL TYPE
LN ORG OBJECT PROJ REFI	REF2	REF3 LINE DESCRIPTION DESCRIPTION	CREDIT OB
1 10002780 758 10-1110-758-000-20-518-150 2 10002780 610 10-1110-610-000-20-518-150	-150-000-0000-	walmart LISEnglishNewCompEq>\$2,500 walmart LISEngLangArtGen Sup	2,235.00
``		** JOURNAL TOTAL 0.00	00.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 486 BUA 05/23/201	ENT DATE 7 05/23/2017	JNL DESC CLERK  Gen supplykristine-michaels 1 N Hist 2017	JNL TYPE
LN ORG OBJECT PROJ REFI	REF2	REF3 LINE DESCRIPTION DESCRIPTION ACCOUNT DESCRIPTION	CREDIT OB
1 10011670 626 10-2720-626-000-000-007-000-0000 2 10011670 610 10-2720-610-000-00-000-007-000-0000	7-000-0000-7	TransportationGasoline/Oil Transp, Gen, Sup	16,847.51
		** JOURNAL TOTAL 0.00	0.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 509 BUA 05/24/2017	ENT DATE 05/24/2017	JNL DESC CLERK treeremoverebecca-lopez 1 N Hist 2017	YEAR JNL TYPE
IN ORG OBJECT PROJ REF1	REF2	REF3 LINE DESCRIPTION DESCRIPTION	CREDIT OB

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	yler erp solution
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a Vier erp solution  P 23	STATUS BUD YEAR JNL TYPE Hist 2017	DEBIT CREDIT OB	3,917.56	0.00	REV STATUS BUD YEAR JNL TYPE Hist 2017	DEBIT CREDIT OB	Gen 1,000.00	0.00	REV STATUS BUD YEAR JNL TYPE Hist 2017	DEBIT CREDIT OB	49,548.73 acco 49,548.73	0.00	REV STATUS BUD YEAR JNL TYPE
udsburg Area SD, PA	JNL DESC CLERK 7 TO GEN SUPelizabeth-kolcun 1 N	REF3 ACCOUNT DESCRIPTION	TRANSFER TO GEN SUPPLY EHSAthleticTrainerGen Sup TRANSFER TO GEN SUPPLY EHSAthleticsGen Sup	** JOURNAL TOTAL	JNL DESC transfer	REF3 LINE DESCRIPTION ACCOUNT DESCRIPTION	onf to	** JOURNAL TOTAL	JNL DESC CLERK Thomas-mcintyre 1 N	REF3 ACCOUNT DESCRIPTION	To cover legal fees LearningSuppSupplies Tech From Learning support a LegalSvcsSpecialEducation	** JOURNAL TOTAL	JNL DESC CLERK  AUTO-REV  NOPTH AT 61;25heth-rolem 1 N
06/16/2017 11:08 East Stroudsburg	   URNAL SRC EFF DATE   525 BUA 05/25/2017	LN ORG OBJECT PROJ REF1 REF2 ACCOUNT	1 10014450 610 LK TR TO 610 10-3250-610-000-30-820-550-000-5210- 2 10014250 610 LK TR TO 610 10-3250-610-000-30-820-550-000-5000-		YEAR PER JOURNAL SRC EFF DATE ENT DATE 2017 11 614 BUA 05/26/2017 05/26/2017	LN ORG OBJECT PROJ REF1 REF2 ACCOUNT	1 10008570 580 10-2271-580-000-30-820-180-000-0000- 2 10003630 610 10-1110-610-000-30-820-180-000-0000-		YEAR PER JOURNAL SRC EFF DATE ENT DATE 2017 11 619 BUA 05/21/2017 05/26/2017	LN ORG OBJECT PROJ REF1 REF2 ACCOUNT	1 10005380 650 10-1241-650-000-20-000-310-000-0000- 2 10009020 330 10-2350-330-000-00-000-310-000-0000-		YEAR PER JOURNAL SRC EFF DATE ENT DATE

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06/16/2017 11:08 diane-kelly	East Stroudsburg Area JOURNAL INQUIRY	а SD, РА			P 24 glcjeing
YEAR PER JOURNAL SRC EFF DATE 2017 11 620 BUA 05/30/2017	ENT DATE JNL DESC 05/30/2017 NORTH AT	CLERK elizabeth-kolcun	ENTITY AUTO-REV STATUS 1	BUD YEAR JNL TYPE 2017	
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	LINE DESCRIPTION	TION	DEBIT	CREDIT OB
1 10013940 610 LK TRNGEN 10-3250-610-000-30-819-550-000-5142- 2 10014020 610 LK TRNGEN 10-3250-610-000-30-819-550-000-5210-	TRNGEN 00-5142- TRNGEN 00-5210-	TR TO NORTH AT EHNSoftballGen Sup TR TO NORTH AT EHNAthleticTrainerGen Sup	AT AT up	360.00	360.00
		** JOURNAL	AL TOTAL	00.00	00.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 624 BUA 05/30/2017	ENT DATE JNL DESC 05/30/2017 maint sew	CLERK diane-kelly	ENTITY AUTO-REV STATUS	BUD YEAR JNL TYPE 2017	
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3 ACCOUNT	LINE DESCRIPTION	TION	DEBIT	CREDIT OB
1 10003670 610 dk maint s 10-1110-610-000-30-820-240-000-0000- 2 10003670 432 dk maint s 10-1110-432-000-30-820-240-000-0000-	maint sew 00-0000- maint sew 00-0000-	Fix Sewing machine EHSFamConSciGen Sup Fix Sewing machine EHSFamConSciRep&MaintEq	nachine nachine	1,000.00	1,000.00
		** JOURNAL	IAL TOTAL	0.00	0.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 626 BUA 05/30/2017	ENT DATE JNL DESC 05/30/2017 ESL books	CLERK lorena-rosado	ENTITY AUTO-REV STATUS 1 N Hist	BUD YEAR JNL TYPE 2017	
LN ORG OBJECT PROJ REF1	REF2 REF3 ACCOUNT	LINE DESCRIPTION DESCRIPTION	TION	DEBIT	CREDIT OB
1 10009570 610 10-2380-610-000-20-517-000-000-0000 2 10002330 610 10-1110-610-000-20-517-110-000-0000	-0000-00	JTLPrincipalGen Sup JTLRegularGen Sup		105.06	105.06
		** JOURN	JOURNAL TOTAL	0.00	0.00
YEAR PER JOURNAL SRC EFF DATE 2017 11 628 BUA 05/30/2017	ENT DATE JNL DESC 05/30/2017 Folders a	: CLERK ankeith-labar	ENTITY AUTO-REV STATUS 1 N Hist	BUD YEAR JNL TYPE 2017	
LN ORG OBJECT PROJ REF1	REF2 REF3 ACCOUNT	REF3 ACCOUNT DESCRIPTION	TION	DEBIT	CREDIT OB

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06/16/2017 11:08   East Stroudsburg Area SD, diane-kelly	PA		P 25 glcjeinq
YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK 2017 11 628 BUA 05/30/2017 05/30/2017 Folders ankeith	: CLERK ankeith-labar 1 N	AUTO-REV STATUS BUD YEAR JNL TYPE N	
LN ORG OBJECT PROJ REF1 REF2 REF3 ACCOUNT DESCR	LINE DESCRIPTION DESCRIPTION	DEBIT	CREDIT OB
1 10012950 810 KeLab 10-3210-810-000-30-819-121-000-0000- 2 10012950 610 KeLab 10-3210-610-000-30-819-121-000-0000-	Folders/Storage EHNVocalStudentActDues&Fees Folders/Storage EHNVocalStudentActGen Sup	355.00	355.00
	** JOURNAL TOTAL	0.00	00.0
YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK 2017 11 629 BUA 05/30/2017 05/30/2017 Storage keith	ENTITY -labar 1	AUTO-REV STATUS BUD YEAR JNL TYPE N	
IN ORG OBJECT PROJ REF1 REF2 REF3 ACCOUNT DESCR	LINE DESCRIPTION DESCRIPTION	DEBIT	CREDIT OB
1 10012950 550 kelab 10-3210-550-000-30-819-121-000-0000- 2 10003140 610 kelab 10-1110-610-000-30-819-121-000-0000-	Storage EHNVocalStudentActPrint&Bind Storage EHNVocalGen Sup	160.00	160.00
) ×	** JOURNAL TOTAL	0.00	00.0
YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK 2017 11 630 BUA 05/30/2017 05/30/2017 Bill trainmaria-heitz	ENTITY 1	AUTO-REV STATUS BUD YEAR JNL TYPE N	
IN ORG OBJECT PROJ REF1 REF2 REF3 ACCOUNT DESCH	LINE DESCRIPTION DESCRIPTION	DEBIT	CREDIT OB
1 10008390 324 MEH 10-2271-324-000-30-000-004-000-0000- 2 10011980 324 MEH 10-2834-324-000-10-216-000-0000-0000-	CIU20 Summer Admin TrainRgst CIU20 Summer Admin ipalTrainRgst	trainin 65.00	65.00
	** JOURNAL TOTAL	00.00	0.00
YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK 2017 11 649 BUA 05/31/2017 05/31/2017 NORTH 432 eliza	ы	AUTO-REV STATUS BUD YEAR JNL TYPE N	
LN ORG OBJECT PROJ REF1 REF2 REF3 ACCOUNT ACCOUNT DESCR	LINE DESCRIPTION DESCRIPTION	DEBIT	CREDIT OB

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PER JOURNAL SRC   BFF DATE		P 26 glcjeing
ORG OBJECT PROJ REF1 REF2 REF3 ACCOUNT 1 10014020 330 LK TR NORTH 2 10013840 610 LL TR NORTH 3 10013870 610 10-3250-610-000-30-819-550-000-5020- 5 10013860 610 LK TR NORTH 5 10013860 610 LK TR NORTH 6 10013810 610 10-3250-610-000-30-819-550-000-5080- 5 10013860 610 LK TR NORTH 7 10013860 610 LK TR NORTH 8 NORTH 10-3250-610-000-30-819-550-000-5030- 5 10013860 610 LK TR NORTH 10-3250-610-000-30-819-550-000-5030- 5 10013920 610 LK TR NORTH 10-3250-610-000-30-819-550-000-5131- 5 10013920 610 LK TR NORTH 10-3250-610-000-30-819-550-000-5131- 5 10013940 610 LK TR NORTH 10-3250-610-000-30-819-550-000-5131- 8 10013940 610 LK TR NORTH 10-3250-610-000-30-819-550-000-5142- 10-3250-610-000-30-819-550-000-5142- 10-3250-610-000-30-819-550-000-5142- 10-3250-610-000-30-819-550-000-5142- 10-3250-610-000-30-819-550-000-5142- 10-3250-610-000-30-819-550-000-5142- 10-3250-610-000-30-819-550-000-5142- 10-3250-610-000-30-819-550-000-5142- 10-3250-610-000-30-819-550-000-5142- 10-3250-610-000-30-810-50-000-5142- 10-3250-610-000-30-810-50-000-5142- 10-3250-610-000-30-810-50-000-5142- 10-3250-610-000-30-810-50-000-5142- 10-3250-610-000-30-810-50-000-5142- 10-3250-610-000-30-810-50-000-5142- 10-3250-610-000-30-810-50-000-5142- 10-3250-610-000-30-810-50-000-	STATUS Hist	PE
10014020 330	DEBIT	CREDIT OB
10013840 610 10.3250-610-000-30-819-550-000-5012- 10013870 610 10-3250-610-000-30-819-550-000-5012- 10013880 610 10-3250-610-000-30-819-550-000-5062- 10013860 610 10-3250-610-000-30-819-550-000-5062- 10013810 610 10-3250-610-000-30-819-550-000-5030- 10013910 610 10-3250-610-000-30-819-550-000-5131- 10013920 610 10013920 610 10013940 610 10013940 610 10013940 610 10013980 610	N	
10-3250-610-000-30-819-550-000-5012- 10-3250-610-000-30-819-550-000-5012- 10-01380 610 10-3250-610-000-30-819-550-000-5050- 10-3250-610-000-30-819-550-000-5062- 10-3250-610-000-30-819-550-000-5030- 10-3250-610-000-30-819-550-000-5030- 10-3250-610-000-30-819-550-000-5130- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-0000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-000-30-819-550-000-5131- 10-3250-610-0000-30-819-550-000-5131- 10-3250-610-0000-30-819-550-000-5131- 10-3250-610-0000-30-819-550-000-5131- 10-3250-610-0000-30-819-550-000-5131- 10-3250-610-0000-30-810-810-810-810-810-810-810-810-810-81		179.75
10-3250-610-000-30-819-550-000-5050- 10013880 610		60.22
10-3250-610-000-30-819-550-000-5062- 10013860 610 110-3250-610-000-30-819-550-000-5030- 110-3250-610-000-30-819-550-000-5030- 110-3250-610-000-30-819-550-000-5100- 110-3250-610-000-30-819-550-000-5131- 110-3250-610-000-30-819-550-000-5131- 110-3250-610-000-30-819-550-000-5131- 110-3250-610-000-30-819-550-000-5142- 110-3250-610-000-30-819-550-000-5142- 110-3250-610-000-30-819-550-000-5142- 110-3250-610-000-30-819-550-000-5142- 110-3250-610-000-30-819-50-000-5142- 110-3250-610-000-30-819-50-000-5142-		148.68
10-3250-610-000-30-819-550-000-5030- HSNCheerGen Sup 10013910 610 LK TR NORTH EHNRİİLEGEN SUP 10013920 610 LK TR NORTH EHNRİİLEGEN SUP 10033920 610 LK TR NORTH EHN B-SOCCETGEN 10-3250-610-000-30-819-550-000-5131- EHN B-SOCCETGEN 10013940 610 LK TR NORTH EHNSOİLDƏILGEN Ğ 1003250-610-000-30-819-550-000-5142- EHNSOİLDƏILGEN Ğ 10013980 610 LK TR NORTH FOR		500.00
10-3250-610-000-30-819-550-000-5100- 10013920 610 10-3250-610-000-30-819-550-000-5131- 10013940 610 10-3250-610-000-30-819-550-000-5131- 110-3250-610-000-30-819-550-000-3142- 110013980 610 1.K TR NORTH FOR 110-3250-610-000-30-819-550-000-3142- 110013980 610 1.K TR NORTH FOR FOR		63.25
10-3250-610-000-30-819-550-000-5131- EHN B-SoccerGen 10013940 610 LK TR NORTH FOR 10-3250-610-000-30-819-550-000-5142- EHNSoftballGen 6 10013980 610 LK TR NORTH FOR		285.14
10-3250-610-000-30-819-550-000-5142- EHNSoftballGen 10013980 610 LK TR NORTH FOR		694.00
		1,400.00
EHN B TrackGen Sup TH FOR ESU		17.61
) 10-3250-610-000-30-819-550-000-5192- EHN G VOLLeyballGen Sup 11 10014010 610 LK TR NORTH FOR ESU 2 10-3250-610-000-30-819-550-000-5201- EHNWrestlingGen Sup		39.90
** JOURNAL TOTAL 0.00	0.00	0.00
YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK 2017 11 651 BUA 05/31/2017 05/31/2017 ESU TRAIN elizabeth-kolcun 1 N Hist 2017	STATUS BUD Hist 2017	(PE
LN ORG OBJECT PROJ REF1 REF2 REF3 LINE DESCRIPTION ACCOUNT ACCOUNT	DEBIT	CREDIT OB
1 10014450 330 LK TR JTL 610 FOR ESU TRAINERS 3,687.23	3,687.23	
610		136.92
610 JILATALETICSGEN SUD FOR ESU		300.31
610		261.14
10-3250-610-0000-20-517-550-000-5050- 5 10013250 610 10-3250-610-000-20-517-550-000-5062- 10-3250-610-000-20-517-550-000-5062-		254.90



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ENT DATE 05/31/2017	UNL DESC CLERK ESU TRAIN elizabeth-kolcun 1 N	STATUS BUD YEAR JNL TYPE Hist 2017	
REF2	REF3 LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
. 1			238.65
1 -	ootballGen FOR		3.16
	B-Soccergen		562.00
			452.00
			60.50
1 -	O'TL B TrackGen Sup FOR ESU TRAINERS		1,400.00
10-3250-610-000-20-517-550-000-5201- 10013340 610 LK TR JTL 10-3250-610-000-20-517-550-000-5210-	JTLWrestlingGen Sup FOR BSU TRAINERS JTLAthleticTrainerGen Sup		17.65
	** JOURNAL TOTAL	0.00	0.00
EFF DATE ENT DATE 05/31/2017 05/31/2017	UNL DESC CLERK balance aclorena-rosado 1 N	STATUS BUD YEAR JNL TYPE Hist 2017	
REF2	REF3 ACCOUNT DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
10002330 610 10-1110-610-000-20-517-110-000-0000-	JTLRegularGen Sup	,	800.00
10009570 610 10-2380-610-000-20-517-000-000-0000-	JTLPrincipalGen Sup	800.00	
	** JOURNAL TOTAL	0.00	00.00
EFF DATE ENT DATE 05/31/2017 06/01/2017	JNL DESC CLERK ENTITY AUTO-REV transfer regina-brotherton 1 N	STATUS BUD YEAR JNL TYPE Hist 2017	
REF2	REF3 ACCOUNT DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
10003670 432 10-1110-432-000-30-820-240-000-0000- 10003670 610 10-1110-610-000-30-820-240-000-0000-	move money EHSFamConSciRep&MaintEq move money EHSFamConSciGen Sup	1,000.00	1,000.00
	** JOURNAL TOTAL	0.00	0.00
	** GRAND TOTAL	0.00	00.0

78 Journals printed



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06/16/2017 11:08 diane-kelly

East Stroudsburg Area SD, PA JOURNAL INQUIRY

\*\* END OF REPORT - Generated by Diane Kelly \*\*



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East Stroudsburg Area SD, PA AP CHECK RECONCILIATION REGISTER

06/13/2017 13:46 sonya-burch

FOR CASH ACCOUNT: 00-0000-010-000-00-000-000-000-0000

CHECK DATE TYPE

CHECK #

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004232 GEORGE MANAKIS
10 004222 NICOLE DEFOUR
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10 004225 ABELOFF AUTO GROUP
10 001063 ALL AMERICAN/RIDDELL, INC
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DIGNA B GOOD

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7 HERSHEY CREAMERY COMPANY
2 HOWE DEPOT CREDIT SERVICE
14 HM RECIEVABLES CO, LLC
12 J.W.PEPPER & SONS-ACCT.#3
9 JEFFREY BADER
10 JOSEPH P MARTIN
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9 A WIZ CORP.
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1 ALL AMERICAN/RIDDELL, INC
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2 CENTRAL PENN GAS, INC.
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2 TIMOTHY HARRIS

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3 WELS MARKET, INC.

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8 BRODHEAD CREEK REGIONAL A

8 BYADA HOME HEALTH CARE

9 BLOCK ART MATERIALS

8 BRODHEAD CREEK REGIONAL A

8 BYADA HOME HEALTHON

6 CHAPMAN REPRIGERATION LLC

6 CENTRAL PENN GAS, INC.

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PATOC FOR CASH ACCOUNT: 00-0000-010-000-00-000-000-000 COLIEN HENDERSHOT VENDOR NAME 003889 003660 004326 004327 004088 003661 003867 003553 005059 004322 003573 003836 001446 003772 004323 001544 004191 002597 002632 002640 002640 004320 004069 003366 002666 002668 003611 002985 003023 003037 003462 003051 003886 003720 004324 004106 002807 002911 003691 00403 PRINTED PRINTED PRINTED PRINTED PRINTED
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*** munis:	P 10  apchkrcn	FOR: All Except Stale	CLEARED BATCH CLEAR DATE	115.35 60517 06/05/2017 225.00 60117 06/01/2017 100.00 60517 06/05/2017	2,519,723.79
			UNCLEARED		13,796.46
	06/13/2017 13:46 East Stroudsburg Area SD, PA sonya-burch AP CHECK RECONCILIATION REGISTER	FOR CASH ACCOUNT: 00-0000-010-000-00-000-000-000-0000	CHECK # CHECK DATE TYPE VENDOR NAME	227523 05/26/2017 PRINTED 003432 WILLIAM RIKER 227524 05/26/2017 PRINTED 001123 ASSOCIATION OF SCHOOL BUS 227525 05/26/2017 PRINTED 002507 PAECT	471 CHECKS CASH ACCOUNT TOTAL

P 11 apchkrcn

2,519,723.79 CLEARED 13,796.46 UNCLEARED FINAL TOTAL 471 CHECKS

East Stroudsburg Area SD, PA AP CHECK RECONCILIATION REGISTER

06/13/2017 13:46 sonya-burch \*\* END OF REPORT - Generated by Sonya Burch \*\*

## **MAY 2017 WIRE PAYMENTS**

Payroll	3,176,005.02
Accounts Payable - Benefits	1,916,476.63
Procurement Card	37,063.24
EBTEP - May	1,284,490.64
1996 VRLP \$7M Principal , Interest, Annual Trust Fee	1,755.14
1996 VRLP \$10M Principal , Interest, Annual Trust Fee	1,432.77
East Stroudsburg GOB 2012 CCD	39,700.00
East Stroudsburg 2012A GOB CCD	32,250.00

6,489,173.44

## STATEMENT OF INCOME

STATEMENT OF INCOME For the Period Ending April 30, 2017 For the Period Ending April 30, 2017 CAFETERIA FUND CAFETERIA FUND

		CAFETERIA FUND	CAFETERIA FUND
	Munis Account Number	Current Period	Year-to-Date
REVENUE FROM LOCAL SOURCES: INTEREST ON INVESTMENTS REVENUE FROM OPERATIONS:	50-6510-000-000-00-000-000-000-000-	110.37	774.27
SALES, LUNCH - PAID SALES, LUNCH - REDUCED	50-6611-000-000-00-000-000-000- 50-6611-000-000-00-000-000-000-	54,569.97	462,178.76
SALES, OVER/UNDER	50-6611-000-000-00-000-000-000-		-
SALES, BREAKFAST - PAID	50-6612-000-000-000-000-000-0000-	7,580.55	64,561.05
SALES, BREAKFAST - REDUCED	50-6612-000-000-000-000-000-000-	-	-
SUMMER SALES - B-FAST & LUNCH SALES, ADULT LUNCH	50-6614-000-000-000-000-000-0000- 50-6620-000-000-000-000-000-000-	59,224.90	2,900.90 501,582.84
SALES, A LA CARTE LUNCH	50-6620-000-000-000-000-0000-	33,224.30	-
SALES, IN-HOUSE-EVENTS	50-6630-000-000-000-000-000-0000-	609.67	36,141.95
MISCELLANEOUS-PEPSI COMMISSION	50-6920-000-000-000-000-000-000-		
MISC. WEBSITE COMMISSION TOTAL SALES	50-6920-000-000-000-000-000-0000-	4,014.13 125,999.22	29,397.76 1,096,763.26
707712071220		123,333.22	1,030,703.20
TOTAL LOCAL REVENUE		126,109.59	1,097,537.53
REVENUE FROM STATE SOURCES			
STATE SUBSIDY - LUNCH	50-7600-000-510-00-000-000-000-0000-	9,861.46	83,190.26
STATE SUBSIDY - BREAKFAST	50-7600-000-511-00-000-000-000-0000-	3,200.60	27,149.10
STATE SUBSIDY -SOCIAL SECURITY	50-7810-000-725-00-000-000-000-0000-	4,567.51	42,042.67
STATE SUBSIDY -RETIREMENT	50-7820-000-726-00-000-000-000-0000-	17,678.12	162,205.95
TOTAL STATE REVENUE		35,307.69	314,587.98
DEVENUE EDOM SEDERAL COLIDORS			
REVENUE FROM FEDERAL SOURCES FEDERAL SUBSIDY - LUNCH	50-8531-000-362-00-000-000-000-0000-	166.984.68	1,442,985.16
FEDERAL SUBSIDY - BREAKFAST	50-8531-000-365-00-000-000-000-0000-	55,625.89	471,097.44
TOTAL FEDERAL REVENUE		222,610.57	1,914,082.60
		222,020.07	1,314,002.00
TOTAL CAFETERIA REVENUE		\$384,027.85	\$3,326,208.11
EXPENSES OF OPERATIONS			
Salary, SPV	50-3100-111-000-00-000-106-0000-	9,071.40	82,908.35
Salary, Manager Salary, SEC	50-3100-111-000-00-000-000-109-0000- 50-3100-151-000-00-000-000-502-0000-	6,626.88 2,503.03	67,372.66 25,107.04
SALARIES, WORKERS	50-3100-170-000-00-000-000-804-0000-	2,505.05	-
SALARIES, SUMMER WORKERS	50-3100-170-000-00-000-845-804-0000-		
SALARIES, WORKERS CAF	50-3100-171-000-00-000-000-804-0000-	93,590.11	844,718.86
SALARIES, CUS LIFE INSURANCE	50-3100-181-000-00-000-000-802-0000- 50-3100-213-000-00-000-000-000-	10,211.54	100,744.75
LTD INSURANCE	50-3100-214-000-000-000-000-0000-	668.92 197.20	6,616.27 1,973.09
FICA OASDI	50-3100-220-000-000-000-0000-0000-	7,403.57	68,147.75
FICA HI	50-3100-221-000-00-000-000-000-000-	1,731.44	15,937.47
RETIREMENT	50-3100-230-000-00-000-000-000-	35,356.23	324,415.79
UNEMPLOYMENT	50-3100-250-000-00-000-000-000-000-	1 170 75	3,258.76
WORKERS COMPENSATION MEDICAL INSURANCE	50-3100-260-000-00-000-000-000-000- 50-3100-271-000-00-000-000-000-	1,178.75 34,289.48	10,943.79 335,670.95
TRAINING-REGISTRATION FEES	50-3100-324-000-00-000-000-0000-	-	930.00
CONTRACT MAINTENANCE	50-3100-411-000-00-000-000-000-0000-	-	22,746.87
UTILITY SERVICES, ELECTRICITY	50-3100-422-000-00-000-000-000-	5,039.25	45,609.25
MAINTENANCE/REPAIRS	50-3100-432-000-00-000-000-000-	940.38	28,671.37
VEHICLES-REPAIR/MAINTENANCE UPGRADE OF INFORMATION SYSTEM	50-3100-433-000-00-000-000-000-000- 50-3100-438-000-00-000-000-000-	-	525.00 11,830.06
COMMUNICATIONS	50-3100-438-000-000-000-000-000-	-	36.14
POSTAGE	50-3100-531-000-00-000-000-0000-	14.95	135.56
PRINTING & BINDING	50-3100-550-000-00-000-000-000-000-	13.53	507.74
CONF/TRAVEL/MILEAGE	50-3100-580-000-000-000-000-0000-	283.93	2,689.85
SUPPLIES, NON-FOOD	50-3100-610-000-000-000-000-0000-	9,966.75	64,232.77
SOFTWARE FUEL	50-3100-618-000-00-000-000-000-000- 50-3100-626-000-00-000-000-000-	- 214.64	140.00 1,795.54
Food Purchases	50-3100-631-000-000-000-000-0000-	79,475.03	715,222.43
MILK PURCHASES	50-3100-632-000-00-000-000-000-	34,698.35	222,821.21
DUES & FEES	50-3100-640-000-00-000-000-000-000-	-	632.00
DEPRECIATION OF EQUIPMENT	50-3100-741-000-00-000-000-000-0000-	1,577.95	15,779.45
DUES & FEES TOTAL FOOD SERVICE EXPENSES	50-3100-810-000-00-000-000-000-000-	3,871.43 \$338,924.74	28,560.63 \$3,050,681.40
		*···	+5/555/551.70

\$45,103.11

\$275,526.71

NET INCOME (LOSS)

# East Stroudsburg Area School District

## **Enrollment Count Matrix**

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

	GRADE	KF	01	02	03	04	05	06	07	08	09	10	11	12	HmRm
BLDG	HMRM														Total
BES	All	53	57	75	72	70	81	0	0	0	0	0	0	0	408
	BES Total	53	57	75	72	70	81	0	0	0	0	0	0	0	408
EHN	All	0	0	0	0	0	0	0	0	0	252	250	276	227	1005
	EHN Total	0	0	0	0	0	0	0	0	0	252	250	276	227	1005
EHS	All	0	0	0	0	0	0	0	0	0	312	344	357	322	1335
	EHS Total	0	0	0	0	0	0	0	0	0	312	344	357	322	1335
ESE	All	113	92	107	107	124	102	0	0	0	0	0	0	0	645
	ESE Total	113	92	107	107	124	102	0	0	0	0	0	0	0	645
JMH	All	74	82	80	85	78	70	0	0	0	0	0	0	0	469
	JMH Total	74	82	80	85	78	70	0	0	0	0	0	0	0	469
JTL	All	0	0	0	0	0	0	314	305	315	0	0	0	0	934
	JTL Total	0	0	0	0	0	0	314	305	315	0	0	0	0	934
LIS	All	0	0	0	0	0	0	226	232	244	0	0	0	0	702
	LIS Total	0	0	0	0	0	0	226	232	244	0	0	0	0	702
MSE	All	79	84	96	109	102	96	0	0	0	0	0	0	0	566
	MSE Total	79	84	96	109	102	96	0	0	0	0	0	0	0	566
RES	All	62	100	83	91	99	89	0	0	0	0	0	0	0	524
	RES Total	62	100	83	91	99	89	0	0	0	0	0	0	0	524
SMI	All	47	55	62	49	47	63	0	0	0	0	0	0	0	323
	SMI Total	47	55	62	49	47	63	0	0	0	0	0	0	0	323
Molial A	All Buildings	428	470	503	513	520	501	540	537	559	564	594	633	549	6911

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NOTES:
1. {NA} indicates students not assigned to any homeroom.
2. Student homeroom assignments are based on current enrollment.