

SECTION: PUPILS

TITLE: HEALTH EXAMINATIONS

ADOPTED: August 19, 2002

REVISED: December 15, 2003  
 November 20, 2006  
 February 25, 2008  
 February 22, 2010  
 June 20, 2011  
 August 20, 2018

# EAST STROUDSBURG AREA SCHOOL DISTRICT

## 209. HEALTH EXAMINATIONS

1. Authority  
SC 1401, 1402,  
1403  
Title 22  
Sec.12.41

In compliance with the School Code, the Board shall require that district students submit to health and dental examinations in order to protect the school community from the spread of communicable disease, to ensure that the student's participation in health, safety and physical education courses meets his/her individual needs, and to ensure that the learning potential of each student is not lessened by a remediable physical disability.

2. Guidelines  
SC 1402, 1407  
Title 22  
Sec. 12.41

Each student shall receive a comprehensive medical examination upon original entry into school in Pennsylvania, while in sixth grade, and while in eleventh grade. These examinations will be conducted by the designated school physician, except as may be otherwise provided for herein. Every school physician shall be assisted by a school nurse who shall be present during each examination.

SC 1403, 1407  
Title 22  
Sec. 12.41

The school district shall provide a program of dental hygiene services for children of school age. This program shall be approved by the Secretary of Health or designee. Dental screenings will be conducted by the school dental hygienist for students upon original entry in kindergarten or grade one, in grade three, in grade seven, and for new students in the district whose health records do not contain an adequate dental record. Fifth grade students, who have appropriate parent/guardian permission on file, may receive dental screenings at times as a follow-up to the dental program.

SC 1407

In lieu of the medical examinations and/or dental screenings and/or evaluations required as set forth above, any child of school age, or his/her parent/guardian, may furnish a medical or dental report examination made at the expense of the child/parent/guardian by a licensed physician or licensed dentist, and which report shall be on a form approved by the Secretary of Health and provided by the school district for this purpose. The in-lieu examinations shall be made and the report shall be furnished prior to the date fixed for the regularly scheduled examination or screening, but no earlier than twelve (12) months prior to the student's entry into the grade in which the regular examination or screening is required.

	<p>Parents/guardians have until November 1 of the applicable school year to provide a private dental report as set forth above. If a private dental report is not received by November 1, the parent/guardian will be notified in writing that their child will be scheduled to receive a dental screening at school at no cost to the parent(s).</p>
<p>SC1402 Title 22 Sec. 12.41</p>	<p>Each student will be given a vision test and will be measured for height and weight upon original entry into school and annually through grade twelve (12). Each student shall be measured, weighed and vision tested. Height and weight measurements shall be used to calculate the student's weight-for-height ratio.</p>
<p>SC 1402 Title 22 Sec. 12.41</p>	<p>Each student shall be tested for tuberculosis upon original entry into school and in grade nine (9); exceptions will be made if a waiver is granted by the Pennsylvania Department of Health.</p>
<p>SC 1402 Title 22 Sec. 12.41</p>	<p>Each student will receive a hearing screening upon original entry into school and in grades one (1), two (2), three (3), seven (7) and eleven (11). Children in special ungraded classes will be given a hearing screening yearly.</p>
<p>SC 1402 Title 22 Sec. 12.41</p>	<p>School district nurses shall conduct scoliosis screenings for students in grades six (6) and seven (7) and for those children who are eleven (11) and twelve (12) years of age and are in special ungraded classes.</p>
<p>SC 1409 Pol. 216</p>	<p>The individual records of health examinations shall be maintained as a confidential record, subject to statute and Board policy.</p>
<p>SC 1419 Title 28 Sec. 23.45</p>	<p>A student who presents a statement signed by the parent or guardian that a medical examination is contrary to his/her religious beliefs shall be examined only when the Secretary of Health determines that the student presents a substantial menace to the health of others.</p>
<p>SC 1402, 1406 Title 22 Sec. 12.41</p>	<p>Teachers shall report to the school nurse or school physician any unusual behavior, changes in physical appearance, changes in attendance habits and changes in scholastic achievement or suspected deviations from normal growth and development, which may indicate impairment of a child's health and, in such case, as well as in the case involving school examinations, reveal conditions requiring health or dental care, the school nurse or school physician or dental hygienist shall, upon referral by the teacher or on his/her own initiative, advise a child's parent/guardian of the apparent need for a medical or dental consultation and/or examination. If a parent/guardian fails to report the results to the nurse or school physician, the nurse or school physician shall attempt to arrange a special medical examination for the child.</p> <p>Recommendations as to medical, surgical or dental care shall be sent to each parent/guardian and to the family physician or family dentist on appropriate forms with instruction to the parent/guardian to consult their family physician</p>



<p>SC 1405 Title 28 Sec. 23.2 20 U.S.C. Sec. 123h</p> <p>3. Delegation of Responsibility SC 1402</p> <p>SC 1409</p> <p>SC 1406</p> <p>School Code 1402, 1403, 1405, 1406, 1407, 1409, 1419 Pa Code Title 22 Sec. 7.13 Title 28 Sec. 23.2, 23.44 Board Policy 216</p>	<p>or family dentist and to notify the school authorities of the action taken with respect to the recommendations.</p> <p>School physicians or school nurses shall inform teachers of the health conditions of students which may affect behavior, appearance or scholastic performance.</p> <p>If a parent/guardian informs school officials of financial inability to have a physician or dentist of his/her choice render recommended treatment or care, the school officials shall advise such parent/guardian of the possible availability of public assistance.</p> <p>Parents/Guardians of students who are to receive physical and dental examinations shall be notified. The notice shall include the date and location of the examination and notice that the parent/guardian may attend or may have the examination conducted privately at the parent's expense. Such statement may also include notification that the student may be exempted from such examination if it is contrary to the parent's/guardian's religious beliefs.</p> <p>Students who fail to complete and/or submit acceptable evidence of required medical examination or dental screening by <b><u>APRIL 30 of the current academic year</u></b> will be excluded from all extra-curricular activities including class trips beginning MAY 1 until acceptable proof of compliance is received, in writing, by the district, or until such students are exempted from such examination requirements for religious reasons by submission of an acceptable parental documented note.</p> <p>The Superintendent shall instruct all staff members to continually observe students for conditions that indicate health problems or disability and to promptly report such conditions to the school nurse.</p> <p>The Superintendent shall request an adequate health record from the transferring school for each student transferring into the school district.</p> <p>The Superintendent shall ensure that notice is provided to all parents/guardians regarding the existence of and eligibility for the Children's Health Insurance Program (CHIP).</p>
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# EAST STROUDSBURG AREA SCHOOL DISTRICT

SECTION: EMPLOYEES

TITLE: REDUCTION OF STAFF

ADOPTED: August 19, 2002

REVISED: August 20, 2018

311. REDUCTION OF STAFF	
1. Authority 22 PA Code 4.4 SC 406, 1106	The Board is responsible for maintaining appropriate numbers of administrative, professional and support employees to effectively manage and operate the district and its schools. This policy establishes the manner in which necessary reductions of staff shall be accomplished.
SC 524, 1124, 1125.1	In the exercise of its authority to reduce staff through suspensions (furloughs) and elimination of positions, the Board shall give primary consideration to the staffing needs of the district, the effect upon the educational program and the financial stability of the district, and shall ensure compliance with law, regulations, collective bargaining agreements, individual contracts and Board resolutions.
SC 1125.1	The Board shall not prevent any professional employee from engaging in another occupation during the period of suspension.
SC 1125.1	Nothing in this policy shall be construed to limit the cause for which a temporary professional employee, or any employee other than a professional employee, may be suspended.
2. Delegation of Responsibility	The Superintendent shall be responsible for the continuous review of the efficiency and effectiveness of district organization and staffing and shall present recommendations for reduction in staff for Board consideration when such actions are deemed to be in the best interests of the school district.
SC 1124, 1125.1	The Superintendent shall consult with the district solicitor as necessary to ensure that reduction of staff is implemented in accordance with applicable laws.
3. Guidelines	<p><b><u>Employees Other Than Professional Employees and Temporary Professional Employees</u></b></p> <p>The employment status of employees other than professional employees and temporary professional employees may be terminated or temporarily suspended whenever deemed necessary in the best interests of the school district, subject to limitations and procedures provided for in collective bargaining agreements, if any.</p>

<p>SC 1124</p>	<p><b><u>Temporary Professional Employees</u></b></p> <p>The employment status of a temporary professional employee may be nonrenewed when the employee's position has been eliminated or when the conditions for which professional employees may be suspended otherwise exist, subject to limitations and procedures provided for in collective bargaining agreements, if any.</p> <p><b><u>Professional Employees</u></b></p> <p>The necessary number of professional employees may be suspended for the following reasons:</p> <ol style="list-style-type: none"> <li>1. Substantial decrease in student enrollment in the district.</li> <li>2. Curtailment or alteration of the educational program as a result of substantial decline in class or course enrollments or to conform with standards of organization or educational activities required by law or recommended by the Pennsylvania Department of Education. Such curtailment or alteration must be recommended by the Superintendent, agreed to by the Board, and approved by the Pennsylvania Department of Education. If not prevented by an existing or future provision of a collective bargaining agreement or employment contract, such a suspension may be effectuated without approval of the Pennsylvania Department of Education provided that, where an educational program is altered or curtailed, the district shall notify the Pennsylvania Department of Education of such action.</li> <li>3. Consolidation of schools, whether within the district, through a merger of districts, or as a result of Joint Board agreements, when such consolidation makes it unnecessary to retain the full staff of professional employees.</li> <li>4. When new school districts are established as the result of reorganization of school districts and such reorganization makes it unnecessary to retain the full staff of professional employees.</li> <li>5. Economic reasons that require a reduction in professional employees; however, the district is prohibited from using an employee's compensation in the suspension determination. A Superintendent knowingly in violation of this prohibition shall have a letter from the Secretary of Education placed in his/her permanent employee record.</li> </ol> <p><b><i>Economic Suspension Requirements -</i></b></p> <p>SC 1124</p> <p>The Board may suspend professional employees for economic reasons if all of the following apply:</p>
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<p>SC 1124</p>	<ol style="list-style-type: none"><li>1. The Board approves the proposed suspensions by a majority vote of all school directors at a public meeting.</li><li>2. No later than sixty (60) days prior to the adoption of the final budget, the Board adopts a resolution of intent to suspend professional employees in the following fiscal year, setting forth:<ol style="list-style-type: none"><li>a. The economic conditions necessitating the proposed suspensions and how the economic conditions will be alleviated by the proposed suspensions, including:<ol style="list-style-type: none"><li>i. The total cost savings expected from the proposed suspensions.</li><li>ii. A description of other cost-saving actions taken by the Board, if any.</li><li>iii. The projected district expenditures for the following fiscal year with and without the proposed suspensions.</li><li>iv. The projected total district revenues for the following fiscal year.</li></ol></li><li>b. The number and percentage of employees to be suspended who are:<ol style="list-style-type: none"><li>i. Professional employees assigned to provide instruction directly to students.</li><li>ii. Administrative staff.</li><li>iii. Professional employees who are not assigned to provide instruction directly to students and who are not administrative staff.</li></ol></li><li>c. The impact of the proposed suspensions on academic programs to be offered to students following the proposed suspensions, as well as the impact on academic programs to be offered to students if the proposed suspensions are not undertaken, compared to the current school year, and the actions if any, that will be taken to minimize the impact on student achievement.</li></ol></li></ol> <p><i>Professional Employees Assigned to Provide Instruction Directly to Students -</i></p> <p>Suspensions, due to economic reasons, of professional employees assigned to provide instruction directly to students may be approved by the Board only if the</p>
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	<p>Board also suspends at least an equal percentage proportion of administrative staff, except when all of the following apply:</p> <ol style="list-style-type: none"> <li>1. The Secretary of Education determines that the district's operations are already sufficiently streamlined or that the suspension of administrative staff would cause harm to the school stability and student programs.</li> <li>2. The Secretary of Education submits the determination to the State Board of Education.</li> <li>3. The State Board of Education approves the determination by a majority of its members.</li> </ol> <p>The Board may choose to exempt from this requirement any five (5) administrative positions, one of which shall be the Business Manager or another staff member with the primary responsibility of managing the district's business operation.</p> <p><b><u>Order of Suspensions</u></b></p>
<p>SC 1123 Pol. 313</p>	<p>Data necessary for computation of each professional employee's performance rating and seniority status shall be recorded and maintained to ensure compliance with the required order for suspensions.</p> <p><b><i>Performance Evaluation Rating -</i></b></p>
<p>SC 1123, 1125.1 Pol. 313</p>	<p>Professional employees shall be suspended, within the area of certification required by law for the professional employee's current position, in the following order based on the two (2) most recent annual performance evaluations:</p> <ol style="list-style-type: none"> <li>1. Consecutive unsatisfactory ratings.</li> <li>2. One (1) unsatisfactory rating and one (1) satisfactory rating.</li> <li>3. Consecutive satisfactory ratings which are either consecutive ratings of proficient, or a combination of one (1) proficient or distinguished rating and one (1) needs improvement rating.</li> <li>4. Consecutive satisfactory ratings which are consecutive distinguished, or a combination of one (1) rating of proficient and one (1) rating of distinguished.</li> </ol> <p><b><i>Seniority -</i></b></p>
<p>SC 1125.1</p>	<p>Seniority shall be considered only when the number of professional employees within each certification area receiving the same performance ratings is greater than</p>



<p>SC 1125.1</p>	<p>the number of suspensions.</p> <p>Seniority shall continue to accrue during a suspension and all approved leaves of absence.</p> <p>When there is or has been a consolidation of schools, departments or programs, all professional employees shall retain the seniority rights they had prior to the reorganization or consolidation.</p> <p><b><u>Reinstatement</u></b></p> <p>Suspended professional employees, or professional employees demoted for reasons of this policy, shall be reinstated within the area of certification required by law for the vacancy being filled in the district, in the inverse order by which they were suspended and on the basis of their seniority within the district.</p> <p>No new appointment shall be made while there is a suspended or demoted professional employee available who is properly certificated to fill such vacancy. Positions from which professional employees are on approved leaves of absence shall be considered temporary vacancies.</p> <p>To be considered available, suspended professional employees shall annually report in writing to the Board their current address and intent to accept the same or similar position when offered.</p> <p>A suspended professional employee enrolled in a college program during a period of suspension and who is recalled shall be given the option of delaying a return to service until the end of the current semester.</p>
<p>SC 1125.1 2 Pa. C.S.A. Sec. 551 et seq</p>	<p><b><u>Local Agency Law Hearings</u></b></p> <p>The decision to suspend a professional employee shall be considered an adjudication for the purposes of the Local Agency Law, and a professional employee subject to such a decision shall have the right to a Local Agency Law hearing before the Board, if a hearing is requested within ten (10) days after being notified of suspension.</p> <p>A decision to nonrenew the employment of a temporary professional employee whose position has been eliminated or who is being nonrenewed for reasons for which professional employees may be suspended, shall be considered an adjudication for purposes of the Local Agency Law, and the employee shall be entitled to a Local Agency Law hearing, if a hearing is requested within ten (10) days after being notified of the decision to nonrenew.</p>

<p>SC 1123 Pol. 313</p> <p>SC 1125.1</p> <p>SC 1125.1 2 Pa. C.S.A. Sec. 551 et seq</p>	<p><b>Administrative Staff</b></p> <p>Data necessary for computation of each administrative employee's rating and seniority status shall be recorded and maintained.</p> <p>Standards shall be established for the reduction of staff of one administrative employee over another when one or more must be suspended.</p> <p>Standards for reduction of administrative employees shall be based on:</p> <ol style="list-style-type: none"><li>1. Background necessary to perform the duties of the affected position.</li><li>2. Seniority in the school district.</li><li>3. Certifications required.</li></ol> <p>Tenured administrative employees are entitled to a Local Agency Law hearing at the employee's request, prior to reduction of staff.</p> <p>Nontenured administrative employees may not be entitled to a Local Agency Law hearing prior to reduction of staff. However, nontenured administrators may request a hearing by the Board, or a committee of the Board, prior to suspension.</p>
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# EAST STROUDSBURG AREA SCHOOL DISTRICT

SECTION: OPERATIONS

TITLE: TRANSPORTATION

ADOPTED: August 19, 2002

REVISED: December 17, 2007

March 16, 2009

May 18, 2009

November 18, 2013

June 15, 2015

August 20, 2018

	810. TRANSPORTATION
1. Purpose	Transportation for students shall be provided in accordance with law and Board policy.
2. Definitions 75 Pa. C.S.A. 102	<p><b>School bus</b> means a motor vehicle that is designed to carry eleven (11) passengers or more, including the driver, and is used for the transportation of preprimary, primary or secondary school students to or from public, private or parochial schools or events related to such schools or school-related activities.</p> <p><b>School vehicle</b> means a motor vehicle, except a motorcycle, designed for carrying no more than ten (10) passengers, including the driver, and used for the transportation of preprimary, primary or secondary school students while registered by or under contract to the school district. The term includes vehicles having chartered, group and party rights under the Pennsylvania Public Utility Commission and used for the transportation of school children.</p>
3. Authority SC 1361, 1362 24 P.S. 1726A Title 22 Sec. 23.1, 23.2, 23.4 Pol 610, 611, 818	<p>The Board shall provide transportation for resident students in grades kindergarten through 12 to the district's public schools and charter, regional charter and nonpublic schools located in the district or within the district's transportation boundary or other placements as required by law or agreements. The district's transportation boundary is a distance not exceeding ten (10) miles by the nearest public highway outside the school district's border.</p>
SC 1362 67 PA Code 447.1 et seq	<p>The Board shall purchase, lease, equip and maintain school buses/vehicles and/or contract for school bus/vehicle services, when necessary, in order to provide transportation of students to and from school at regularly scheduled hours and for approved field trips and extracurricular activities.</p>
SC 1374 Title 22 Sec. 23.3 Pol. 103,103.1, 113	<p>The Board shall provide transportation for students living within the prescribed limits when walking conditions to the school are found to be hazardous by the Department of Transportation.</p> <p>The Board shall provide transportation for students with disabilities without regard to distance or hazardous walking conditions, when required by the student's individualized education program (IEP) or Section 504 Service Agreement.</p>

SC 1361 24 P.S. 1726A Pol 140	The Board shall transport eligible resident students who are enrolled in nonpublic schools or charter schools as required within the distance prescribed by law.
20 U.S.C. 6312 Pol. 255	The Board shall transport children in foster care in accordance with federal and state laws and regulations, and the local transportation plan.
42 U.S.C. 11432 Pol. 251	The Board shall transport homeless children and youth in accordance with federal and state laws and regulations.
SC 111. 111.1 23 Pa. C.S.A. Sec. 6344 et seq	A school bus driver shall not be employed until s/he has complied with the mandatory background check requirements for criminal history and child abuse and FBI background check; and the district has evaluated the results of that screening process as outlined in Policy 504.
35 P.S. Sec. 4601 et seq	The Board prohibits any diesel-powered motor vehicle weighing 10,001 pounds or more to idle for more than five (5) minutes in any continuous sixty-minute period while parked, loading or unloading, except as allowed by law.
35 P.S. 4608 Title 67 Sec. 212.101	The Board shall ensure that permanent signs, notifying drivers of the idling restrictions, are maintained on district property at locations where diesel-powered motor vehicles weighing 10,001 pounds or more; and passengers load and unload. Signs shall also be posted at locations that provide fifteen (15) or more parking spaces for such diesel-powered motor vehicles.
4. Delegation of Responsibility	<p>The school bus driver shall be responsible to maintain order while students are being transported.</p> <p>The school bus/vehicle driver shall report all incidents, including, but not limited to, discipline problems, medical problems, bullying/harassment, safety issues, accidents or injuries, and violations of Pennsylvania's School Bus Stopping Law to the Superintendent or designee as soon as practicable.</p>
Title 22 Sec. 23.4	<p>The school principal may suspend a student from bus transportation for disciplinary reasons, and the parents/guardians shall be responsible for the student's transportation.</p> <p>The Superintendent or designee shall be responsible to:</p>
Title 22 Sec. 23.4 Pol 121 Title 22 Sec. 23.4	<ol style="list-style-type: none"> <li>1. Establish administrative regulations that specify the number of chaperones to accompany students in connection with school-related activities and field trips.</li> <li>2. Prepare for Board approval a district map or schedule indicating each bus stop/ route and/or school attendance area(s) designated as (a) walking zone(s).</li> </ol>

<p>Title 22 Sec. 23.1, 23.4 Title 22 Sec 23.4</p>	<p>3. Maintain records and make required reports regarding school transportation.</p> <p>4. Distribute rules governing student conduct during transport; such rules shall be binding on all students transported by the school district.</p> <p>5. Provide each school bus/school vehicle driver with:</p> <ul style="list-style-type: none"> <li>a. The Pennsylvania School Bus Driver's Manual;</li> <li>b. The written rules for student conduct on buses/vehicles;</li> <li>c. The procedures for evacuation drills; and</li> <li>d. Any additional laws and applicable Board policies and administrative regulations which apply to school bus/vehicle drivers.</li> </ul>
<p>6. Guidelines</p>	<p><b><u>Student Health Information</u></b></p>
<p>Pol. 113, 209.1, 209.2, 210, 210.1</p>	<p>When necessary for student safety, or when required by a student's IEP or Section 504 Service Agreement, a school bus/vehicle driver shall be provided with relevant student health and medical information</p>
<p>Pol. 113.4, 216</p>	<p>School bus/vehicle drivers shall maintain the confidentiality of student health/medical information in accordance with district policies and procedures and applicable law.</p>
	<p><b><u>Evacuation Drills</u></b></p>
<p>24 P.S. 1517 74 Pa. C.S.A. 4552</p>	<p>Bus evacuation drills shall be conducted twice a year and reported to the Pennsylvania Department of Education, in accordance with law and Board policy.</p>
	<p>References:</p> <ul style="list-style-type: none"> <li>-75 Pa. C.S.A. 102, 4551-4553</li> <li>-20 U.S.C. 6312</li> <li>-42 U.S.C. 11431, 11432 et seq.</li> <li>-School Code – 24 P.S. Sec. , 1331, 1361, 1362, 1365, 1366, 1374, 1517,1726-A, 2541, 2542</li> <li>-State Board of Education Regulations – 22 PA Code Sec. 8.1 et seq., 15.1 et seq., Sec. 23.1, 23.2, 23.3, 23.4, 23.6</li> <li>-State Department of Transportation Regulations – 67 PA Code Sec. 212.101, 447.1 et seq.</li> <li>-Diesel-Powered Motor Vehicle Idling Act – 35 P.S. Sec. 4601, 4608 et seq.</li> <li>-Child Protective Services Law – 23 Pa. C.S.A. Sec. 6301 et seq.</li> <li>-Board Policy 000, 103, 103.1, 113, 113.4, 121, 140, 121, 209.1, 209.2, 210, 210.1, 216, 251, 255, 504, 517, 610, 611, 805, 818</li> </ul>



# EAST STROUDSBURG AREA SCHOOL DISTRICT

SECTION: OPERATIONS

TITLE: SCHOOL BUS,  
SCHOOL VEHICLE &  
SCHOOL COMMERCIAL  
MOTOR VEHICLE DRIVERSADOPTED: August 20, 2018  
(Combined former 810.1 & 810.2  
into one comprehensive policy)

<p>1. Purpose</p> <p>2. Definitions</p> <p>49 CFR 382.107</p> <p>49 CFR 382.107</p>	<p>810.1 SCHOOL BUS, SCHOOL VEHICLE &amp; SCHOOL COMMERCIAL MOTOR VEHICLE DRIVERS</p> <p>The Board recognizes that an employee and/or authorized volunteer must be fit to operate a school bus, school vehicle, or commercial motor vehicle to ensure the health and safety of students being transported. The Board also recognizes that an employee and/or authorized volunteer impaired by drugs or alcohol who operates district vehicles or transports students poses significant risks to the safety of students and others.</p> <p>The following words and phrases, when used in this policy, shall have the meaning given to them in this section:</p> <p>A <b>covered driver</b> shall include any district employee who drives, operates or is in the actual physical control or movement of a school bus, school vehicle, or a commercial motor 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 school bus, school vehicle, or commercial motor vehicle owned or leased by the district.</p> <p>An <b>authorized volunteer driver</b> shall include persons permitted to drive, operate or is in the actual physical control or movement of a school vehicle owned, leased or operated by the school district for a District-endorsed or approved purpose</p> <p><b>Commercial motor vehicle</b> - a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the vehicle:</p> <ol style="list-style-type: none"> <li>1. Has a gross combination weight rating or gross combination weight of 26,001 or more pounds, whichever is greater, inclusive of towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 10,000 pounds, whichever is greater;</li> <li>2. Has a gross vehicle weight rating or gross vehicle weight of 26,001 or more pounds, whichever is greater;</li> </ol>
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810.1 SCHOOL BUS, SCHOOL VEHICLE &  
SCHOOL COMMERCIAL MOTOR VEHICLE DRIVERS - Pg. 2

<p>49 CFR 392.80 75 Pa. C.S.A. 1621, 1622</p>	<p>3. Is designed to transport sixteen (16) or more passengers, including the driver; or</p> <p>4. Is transporting hazardous materials and is required to be placarded.</p>
<p>75 Pa. C.S.A. 1621</p>	<p><b>Driving</b> - operating a commercial motor vehicle or motor carrier vehicle on a highway, with the motor running, including while the commercial motor vehicle or motor carrier vehicle is temporarily stationary because of traffic, a traffic control device or other momentary delay. The term does not include operating a commercial motor vehicle or motor carrier vehicle with or without the motor running if the driver moved the vehicle to the side of or off of a highway and halted in a location where the vehicle can safely remain stationary.</p>
<p>75 Pa. C.S.A. 1622</p>	<p><b>Electronic device</b> - an electronic device includes, but is not limited to, a cellular telephone, personal digital assistant, pager, computer or any other device used to input, write, send, receive or read text.</p>
<p>49 CFR 382.107</p>	<p><b>Mobile telephone</b> - a mobile communication device which uses a commercial mobile radio service.</p>
<p>75 Pa. C.S.A. 102</p>	<p><b>Safety-sensitive functions</b> include all on-duty functions performed from the time a driver begins work or is required to be ready to work until s/he is relieved from work and all responsibility for performing work. It includes driving; waiting to be dispatched; inspecting and servicing equipment; supervising, performing or assisting in loading and unloading; repairing or obtaining and waiting for help with a disabled vehicle; and performing other requirements related to accidents.</p>
<p>75 Pa. C.S.A. 1621</p>	<p><b>School bus</b> means a motor vehicle that is designed to carry eleven (11) passengers or more, including the driver, and is used for the transportation of preprimary, primary or secondary school students to or from public, private or parochial schools or events related to such schools or school-related activities</p> <p><b>School vehicle</b> means a motor vehicle, except a motorcycle, designed for carrying no more than ten (10) passengers, including the driver, and used for the transportation of preprimary, primary or secondary school students and/or district equipment while registered by or under contract to the school district. The term includes vehicles having chartered, group and party rights under the Pennsylvania Public Utility Commission and used for the transportation of school children. The term does not include a "school bus" or "commercial motor vehicle."</p>
<p>75 Pa. C.S.A. 1621</p>	<p><b>Texting</b> - manually entering alphanumeric text into or reading text from an electronic device. The following shall apply:</p> <p>1. The term includes, but is not limited to, short message service, emailing, instant messaging, a command or request to access an Internet web page, pressing more</p>

810.1 SCHOOL BUS, SCHOOL VEHICLE &  
SCHOOL COMMERCIAL MOTOR VEHICLE DRIVERS - Pg. 3

<p>75 Pa. C.S.A. 1622</p> <p>3. Authority 49 CFR 40, 382 49 U.S.C. 31306 67 PA Code 229.14</p> <p>Pol. 818</p>	<p>than a single button to initiate or terminate a voice communication using a mobile telephone or engaging in any other form of electronic text retrieval or entry, for present or future communication.</p> <p>2. The term does not include:</p> <ul style="list-style-type: none"> <li>a. Inputting, selecting or reading information on a global positioning system or navigation system.</li> <li>b. Pressing a single button to initiate or terminate a voice communication using a mobile telephone.</li> <li>c. Using a device capable of performing multiple functions, including, but not limited to, fleet management systems, dispatching devices, citizens band radios and music players, for a purpose that is not prohibited by law.</li> </ul> <p>Use a handheld mobile telephone or other electronic device –</p> <ul style="list-style-type: none"> <li>1. Using at least one (1) hand to hold a mobile telephone to conduct a voice communication.</li> <li>2. Dialing or answering a mobile telephone by pressing more than a single button.</li> <li>3. Reaching for a mobile telephone in a manner that requires a driver to maneuver so that the driver is no longer in a seated driving position, restrained by a seat belt.</li> </ul> <p>The Board shall implement a drug use and alcohol misuse prevention program for employees who are required to hold a commercial driver's license and who perform safety-sensitive functions in accordance with federal and state laws and regulations.</p> <p>The Board shall implement a drug use and alcohol misuse prevention program for non-CDL employees who operate school vehicles.</p> <p>All contracted transportation providers shall implement a drug use and alcohol misuse prevention program in accordance with federal law and regulations.</p> <p>All contracted transportation providers shall implement a drug use and alcohol misuse prevention program for non-CDL drivers who operate school vehicles.</p> <p>Covered drivers and authorized volunteers shall observe all state and federal laws and Pennsylvania Department of Transportation regulations governing traffic safety and school bus, school vehicle, and commercial motor vehicle operation.</p>
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75 Pa. C.S.A. 1621, 3316 49 CFR 392.82	The Board prohibits covered drivers and authorized volunteers from texting and from using a handheld mobile telephone or other electronic device while driving a school bus, school vehicle, or commercial motor vehicle except when it is necessary to communicate with law enforcement officials or other emergency services.
4. Delegation of Responsibility	The Superintendent or designee shall develop administrative regulations to implement this policy and the requirements of law, which include the following components:
49 CFR 40.15	1. Selecting and contracting with a qualified medical review officer, substance abuse professional, a certified laboratory and other service agents as necessary.
49 CFR 382.105	2. Establishment of procedures for required testing of covered drivers.
59 U.S.C. 31306	3. Maintenance of the confidentiality of all aspects of the testing process.
	4. Delegation of responsibility for monitoring employee compliance with the provisions of Board policy and administrative regulations.
49 CFR 40.3	5. Designation of an employee responsible for receiving and handling results of drug and alcohol tests.
49 CFR 382.401	6. Implementation of procedures for the preparation, maintenance, retention and disclosure of records, as required by law.
49 CFR 382.601	7. Distribution to affected employees of information and materials relevant to Board policies and administrative regulations regarding drug and alcohol testing.
49 CFR 382.601	8. Distribution to affected employees of information and materials relevant to individuals or organizations that can provide counseling and treatment for drug and/or alcohol problems.
49 CFR 382.601	The Superintendent or designee shall provide each driver, upon hire or transfer, with: <ul style="list-style-type: none"> <li>1. This policy and its accompanying administrative regulations; and</li> <li>2. Educational materials that explain the state and federal requirements related to misuse of alcohol and use of controlled substances.</li> </ul> <p>The Superintendent or designee shall also provide notice to representatives of employee organizations of the availability of this information.</p> <p>The Board designates the Director of Human Resources to be the contact person for</p>

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	questions about the drug use and alcohol misuse program.
5. Guidelines	<b><u>Employment Requirements</u></b>
23 Pa. C.S. A. 6344, 6344.3 24 P.S. 111, 111.1 Pol. 304, 818	All covered drivers shall comply with the requirements for background checks/certifications and employment history reviews in accordance with applicable law, Board policy and administrative regulations. These requirements are addressed separately in Board policies 304/404/504 for drivers employed by the district and Board policy 818 for drivers employed by an independent contractor.
	Prior to employment by the district as a covered driver or transfer to a covered driver position, the district shall obtain the following information in accordance with federal and state laws and regulations:
49 CFR 40.25, 382.413	1. Alcohol and drug testing information from previous U.S. Department of Transportation-regulated employers during the past three (3) years with the covered driver's written consent.
49 U.S.C. 31303 75 Pa. C.S.A. 1604	2. Commercial motor vehicle employment information for the past ten (10) years.
	<b><u>Additional Documentation -</u></b>
	Prior to employment by the district as a covered driver or transfer to a covered driver position, and at least once each school year, the Superintendent or designee shall:
75 Pa. C.S.A. 1606	1. Obtain a copy of a valid commercial driver's license indicating the appropriate endorsements from the covered driver;
67 PA Code 71.3	2. Obtain a copy of a Commonwealth of Pennsylvania School Bus Driver's Physical Examination Form from the covered school bus driver;
67 PA Code 71.3	3. Obtain a copy of a current Pennsylvania School Bus Endorsement card from the covered school bus driver;
49 CFR 31304, 391.25	4. Review each covered driver's driving record to determine whether the driver meets the minimum requirements for safe driving and is not disqualified to operate a school bus, school vehicle or commercial motor vehicle.
Pol. 317	Prior to employment by the district as a covered driver or transfer to a covered driver position, and every two (2) years, the Superintendent or designee shall obtain a valid Medical Examiner's Certificate, if applicable.



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**Authorized Volunteer Requirements**

All authorized volunteers shall comply with the requirements for background checks/certifications in accordance with applicable law, Board policy and administrative regulations.

Prior to volunteering with the district as an authorized driver and at least once each school year, the Superintendent or designee shall:

1. Obtain a copy of a valid driver's license indicating the appropriate endorsements for the class of vehicle being driven by the volunteer;
2. Provide consent for the District to obtain the Review each volunteer's driving record to determine whether the driver meets the minimum requirements for safe driving and is not disqualified to operate a school vehicle or commercial motor vehicle.

The Chief of School Police or designee shall maintain a list of all School District authorized employees and/or volunteers who are eligible to drive School District-owned vehicles.

By July 1st and December 31st of each year, the Chief of School Police or designee will obtain a list of all District authorized employees whose employment requires them to operate a District-owned vehicle. A Department of Transportation consent form (DL-503 Request for Driver Information) shall be provided to the District administration by the employee on an annual basis, and also anytime an employee is involved in a "reportable accident." Authorized volunteers shall provide the Chief of School Police or designee a Department of Transportation consent form (DL-503 Request for Driver Information) prior to being granted permission for use of District-owned motor vehicles.

As defined by Section 3746 of the Pennsylvania Vehicle Code, a "reportable accident" is an accident that results in personal injury, a death or damage to any vehicle such that the vehicle cannot be driven safely under its own power.

An authorized employee and/or volunteer shall lose eligibility to drive motor vehicles owned by the School District for any of the following four reasons:

1. Three (3) or more reportable accidents within the last three (3) years.
2. Conviction/Guilty plea for one (1) Type A violation within the last three (3) years.
3. A combined total of four (4) reportable accidents or conviction/guilty plea for Type B violations within the last three (3) years.

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4. A driving record over the last three (3) years that provides a reasonable basis to believe the employee's operation of a District-owned vehicle may present a material risk to District property or to human health and safety (loss of eligibility solely for this reason must be approved by the Superintendent).

Designation of Type A and Type B violations are based on a survey of state point systems. Violations receiving the higher number of points are classed as Type A.

**Type A Violations**

1. Driving under influence of alcohol or controlled substance.
2. Homicide by vehicle.
3. Using a motor vehicle for the commission of a felony.
4. Aggravated assault with a motor vehicle.
5. Knowingly permitting an unlicensed person to drive.
6. Reckless driving.
7. Racing on highways.
8. Hit and run driving relating to accidents involving death or personal injury.

**Type B Violations**

1. All moving violations not listed as Type A violations

The Chief of School Police or designee shall provide this policy to authorized employees and/or volunteers who operate or request permission to operate a School District-owned motor vehicle.

Employees whose job duties include operating motor vehicles owned by the School District shall be responsible to report promptly to the Chief of School Police or designee their involvement in any reportable accident or any Type A or B moving violation. Failure to report will result in an immediate loss of eligibility to drive motor vehicles owned by the School District and possible disciplinary action up to and including termination of employment.

Authorized volunteers shall be responsible to report promptly to the Chief of School Police or designee their involvement in any reportable accident or any Type A or B moving violation. Failure to report will result in an immediate loss of eligibility to drive motor vehicles owned by the School District.

**Reporting Requirements -**

Covered drivers/authorized volunteers shall report misconduct in accordance with Board policy 317/417/517 for drivers employed by the district and Board policy 818 for drivers employed by an independent contractor.

23 Pa. C.S.A.  
6344.3  
24 P.S. 111  
Pol. 317, 818

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49 CFR 382.213	<p>Covered drivers/authorized volunteers using controlled substances prescribed for therapeutic purposes by a licensed medical practitioner shall submit the practitioner's written statement that the prescribed substance will not adversely affect the driver's ability to safely operate a school bus or commercial motor vehicle.</p>
49 CFR 382.213	<p>Covered drivers/authorized volunteers shall also inform their supervisors of any use of drug(s) or medication(s) for which the packaging includes warnings that, "marked drowsiness may occur and/or be careful when driving a motor vehicle or operating machinery."</p> <p>A covered driver/authorized volunteer charged with or issued a citation for violating a federal or state law or local ordinance relating to motor vehicle traffic control in this or any other state or any federal, provincial, territorial or municipal law relating to motor vehicle traffic control in Canada, other than parking violations, shall notify the Superintendent or designee and the contract carrier in writing before the end of the business day following the day the covered driver is charged or cited. Notice is required no matter what type of vehicle the driver was driving.</p>
<p>49 U.S.C. 31303 75 Pa. C.S.A. 1604,1606</p>	<p>A covered driver/authorized volunteer who is convicted of violating a federal or state law or local ordinance relating to motor vehicle traffic control in this or any other state or any federal, provincial, territorial or municipal law relating to motor vehicle traffic control in Canada, other than parking violations, shall notify the Superintendent or designee and the contract carrier in writing of the conviction within thirty (30) days of the date of conviction. Notice is required no matter what type of vehicle the driver was driving.</p> <p>Any covered driver/authorized volunteer whose operating privilege is suspended, revoked or canceled by any state, who loses the privilege to drive a school bus, school vehicle, or commercial motor vehicle in any state for any period, or who is disqualified from driving a school bus, school vehicle, or commercial motor vehicle for any period, shall notify the Superintendent or designee and the contract carrier immediately upon reporting to work for the next scheduled shift following the notice of the suspension, revocation, cancellation, loss or disqualification.</p> <p>Failure to comply with the reporting requirements may result in disciplinary action, up to and including termination.</p>
<p>49 CFR Part 40, 382, 382.105 49 U.S.C. 31306, 382.105 75 Pa. C.S.A. 1613, 3756</p>	<p><b><u>Controlled Substances and Alcohol</u></b></p> <p><b><u>Drug and Alcohol Testing -</u></b></p> <p>The district shall require covered drivers to submit to the following drug and alcohol tests in accordance with state and federal laws and regulations: pre-employment, random, post-accident, reasonable suspicion, return-to-work and/or follow-up.</p>

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49 CFR 40.13	<p>The drug and alcohol testing program for employees of school vehicles shall be completely separate from the drug and alcohol testing program for covered drivers. The district shall not use the Federal Drug Testing Custody and Control Form or the Department of Transportation Alcohol Testing Form in its drug and alcohol testing program for school vehicle drivers.</p> <p><b><u>Prohibited Conduct -</u></b></p> <p>Covered drivers/authorized volunteers shall not use medical marijuana products.</p> <p>Covered drivers/authorized volunteers shall not ingest hemp products or otherwise use hemp products in a way that may result in absorption of hemp or hemp residue into the body.</p> <p>A covered driver/authorized volunteer shall not report for duty, drive, operate or be in the actual physical control of the movement of a school bus, school vehicle, or commercial motor vehicle under the following circumstances:</p>
<p>67 PA Code 71.3 49 CFR 382.205 75 Pa. C.S.A. 1612, 3756</p>	<p>1. While using or while having any amount of alcohol present in the body, including medications containing alcohol.</p>
<p>49 CFR 382.213 75 Pa. C.S.A. 1603, 3802</p>	<p>2. 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.</p>
<p>67 Pa Code 71.3 49 CFR 382.207</p>	<p>3. After consuming alcohol or a controlled substance within the previous eight (8) hours for school bus/school vehicle drivers and within the previous four (4) hours for commercial motor vehicle drivers.</p>
49 CFR 382.213	<p>An exception shall be made for therapeutic use of prescribed controlled substances used by a covered driver/authorized volunteers when the driver has submitted in advance a licensed medical practitioner's written statement that the prescribed substance will not adversely affect the driver's ability to safely operate a school bus, school vehicle, or commercial motor vehicle.</p>
49 CFR 382.209	<p>A covered driver required to take a post-accident test shall not use alcohol for eight (8) hours following the accident, or until s/he undergoes a post-accident test, whichever occurs first.</p>
<p>49 CFR 382.107, 382.211, 40.191 75 Pa. C.S.A 1613</p>	<p>A covered driver shall not refuse to submit to a required test for drugs or alcohol.</p>

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	<p><b><u>Consequences/Discipline -</u></b></p> <p>The district shall remove a covered driver from performing safety-sensitive functions under the following circumstances:</p>
49 CFR 382.215, 40.23	1. A verified positive drug test result;
49 CFR 382.215, 40.23	2. A verified adulterated or substituted drug test result;
49 CFR 40.23, 382.201	3. An alcohol test result of 0.04 or higher; or
49 CFR 382.211	4. A refusal to submit to a post-accident, random, reasonable suspicion, return-to-duty or follow-up test.
75 Pa. C.S.A. 1606, 1612, 1613	The district shall place a school bus/school vehicle driver who drives, operates or is in physical control of a school bus out of service for thirty (30) days if the school bus/school vehicle driver has any detectable amount of alcohol in his/her system.
49 CFR 382.505	<p>The district shall remove a commercial motor vehicle driver who is tested and is found to have an alcohol concentration of 0.02 or greater but less than 0.04 until the start of the driver's next regularly scheduled duty period that is at least twenty-four (24) hours following administration of the test.</p> <p>A covered driver employed by the district who violates Board policy or administrative regulations and tests positive for drugs or alcohol shall be subject to disciplinary action, up to and including termination, and shall be provided with a list of qualified substance abuse professionals.</p> <p>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.</p>
49 CFR 40.23, 40.289	If the district permits a covered driver who has been removed from performing safety-sensitive functions to return to a safety-sensitive function, the district shall ensure that the covered driver has been evaluated by a qualified substance abuse professional and has successfully completed the return-to-duty process before returning to a safety-sensitive function.



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	<p><b><u>Maintenance of Records</u></b></p>
49 CFR 382.401, 40.333 Pol. 800	The district shall maintain records of its drug use and alcohol misuse prevention program in compliance with federal regulations, and in accordance with the district's records retention schedule.
49 CFR 382.405, 40.321	Drug and alcohol records shall be confidential, and shall only be released in accordance with applicable law.
49 CFR 40.13	<p>Drug and alcohol test information for employees driving school vehicles shall be maintained separate from test information for covered drivers, such information shall be treated as confidential and shall only be released in accordance with law.</p> <p>Drug and alcohol test information for employees driving school vehicles shall not be included on the U.S. Department of Transportation Drug and Alcohol Testing MIS Data Collection Form.</p>
49 CFR 382.405, 382.403	Statistical records and reports shall be maintained and made available to the Federal Highway Administration for inspection or audit in accordance with federal regulations.
49 CFR 382.601	<p><b><u>Acknowledgment of Receipt</u></b></p> <p>Each covered driver shall sign a statement certifying that s/he has received a copy of this policy and any accompanying administrative regulations.</p> <p>The district shall keep the original signed statement in the personnel file of the covered driver employed by the district and provide a copy to the driver.</p> <p><b><u>Training</u></b></p>
24 P.S. 1517	Covered drivers shall attend orientation and training sessions, as appropriate to the nature of their service. When training is provided for other school employees relating to the legal obligations of employers and educational institutions, consideration shall be given to which covered drivers should also receive that training.
49 CFR 382.603	The district shall ensure that employees who supervise covered drivers receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. Such training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and drug use.

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**Notes:**

The Department of Transportation's Drug and Alcohol Testing Regulation – 49 CFR Part 40, at 40.151(e) – does not authorize “medical marijuana” under a state law to be a valid medical explanation for a transportation employee's positive drug test result.

Qualifications of bus drivers – 1361, 1365, Title 67 Sec. 71.1 et seq.

**References:**

49 CFR Part 40, 40.3, 40.15, 40.25, 382, 382.105, 382.107, 382.401, 382.413  
382.601, 392.80, 392.82

75 Pa. C.S.A. 102, 1601 et seq, 1603, 1604, 1606, 1612, 1613, 1621, 1622, 3316  
3756, 3802, 4551 et seq

49 U.S.C. 31303, 31304, 31306

67 PA Code 71.3, 229.14

23 Pa. C.S.A. 6344, 6344.3

24 P.S. 111, 111.1, 510, 1517

49 CFR 40.13, 40.23, 40.191, 40.261, 40.289, 40.321, 40.333, 382.201, 382.205  
382.207, 382.209, 382.211, 382.213, 382.215, 382.403, 382.405, 382.505  
382.603, 391.25, 391.41

Pol. 304, 317, 351, 404, 417, 504, 517, 800, 810, 818

SECTION: OPERATIONS

TITLE: CONTRACTED SERVICES  
PERSONNEL

ADOPTED: August 19, 2002

REVISED: December 15, 2008  
August 17, 2009  
June 15, 2015  
August 20, 2018

# EAST STROUDSBURG AREA SCHOOL DISTRICT

818. CONTRACTED SERVICES PERSONNEL	
1. Purpose	In its effort to provide cost-effective programs, the Board uses outside independent contractors for a variety of purposes. The district is required to ensure that such contractors comply with certain legal requirements regarding contractor employees involved in the delivery of services to the district. This policy is adopted to outline those requirements and the manner in which the district shall direct and monitor contractor compliance.
2. Definition SC 1205.6	<p>For purposes of this policy, contractor employee shall include an individual who:</p> <ol style="list-style-type: none"> <li>1. Is employed or offered employment by an independent contractor or a subcontractor of an independent contractor, or is an individual independent contractor; and</li> <li>2. Has or will have direct contact with children.</li> </ol> <p><b>Direct Contact with Children</b> - the possibility of care, supervision, guidance or control of children or routine interaction with children.</p> <p>For purposes of this policy, independent contractor shall mean an individual or entity that contracts with the district to provide services.</p>
2. Authority SC 111,111.1 23 Pa. C.S.A. Sec. 6344	The district is required by law to ensure that independent contractors and contractor employees comply with the mandatory background check requirements for criminal history and child abuse certifications, the employment history review requirement, and the arrest and conviction reporting requirements.
4. Guidelines SC 111.1	Prior to using contracted services, a written contractual agreement shall be entered into between the district and the independent contractor and maintained centrally by the district in a manner similar to that for other contracts. Requests for proposals, bid specifications for proposals and resulting contracts shall specify the following:
55 Pa Code 3490.132	<ol style="list-style-type: none"> <li>1. Mandatory requirements for criminal history background checks, child abuse certifications, employment history reviews, and arrest and conviction reporting for contracted services involving direct contact with children, as mandated by law and set forth in this policy.</li> <li>2. A requirement that all contracted transportation providers provide a program of drug and alcohol testing for covered drivers. A covered driver shall include any contractor employee who drives, operates or is in the actual physical control or movement of a school bus or a commercial vehicle owned, leased or operated by</li> </ol>
49 CFR Part 382 67 Pa Code 71.3 75 Pa C.S.A. 1612, 3802	

<p>Pol. 810.2</p>	<p>the independent contractor in connection with school district services.</p> <p>3. That failure to comply with this policy and the requirements for criminal history background checks and child abuse certifications, employment history reviews, and required reporting of employee arrests, convictions or other misconduct by an independent contractor or contractor employee shall be grounds for termination of the contract.</p>
<p>23 Pa. C.S.A. 6344.3 SC 111, 111.1 55 Pa Code 3490.132</p>	<p>The Superintendent or designee shall review all information provided pursuant to this policy and determine if information is disclosed that precludes employment or continued service of an independent contractor or contractor employee.</p> <p>Information submitted by an independent contractor or contractor employee in accordance with this policy shall be maintained centrally in a manner similar to that for school employees.</p>
<p>SC 111.1</p>	<p><b><u>Pre-Employment Requirements</u></b></p> <p><b><i>Employment History Review-</i></b></p> <p>Independent contractors shall conduct an employment history review, in compliance with state law, prior to assignment of a current contractor employee to perform work for the district in a position or assignment involving direct contact with children. The independent contractor may use the information for the purpose of evaluating an applicant's fitness to be hired or for continued employment of a current contractor employee and may report the information as permitted by law.</p> <p>Independent contractors shall inform the district, in writing, upon receipt of an affirmative response to any of the abuse and sexual misconduct background questions for a contractor employee. If the district objects to the assignment, the independent contractor may not assign the contractor employee to the district.</p> <p>Independent contractors shall, upon request, provide the district to which a contractor employee is assigned access to the employee's employment history review records.</p>
<p>23 Pa C.S.A. 6344 SC 111, 111.1</p>	<p><b><i>Criminal History -</i></b></p> <p>Prior to assignment of contractor employees to perform work for the district in a position or assignment involving direct contact with children, contractor employees shall submit an official child abuse clearance statement and state and federal criminal history background checks (certifications) as required by law.</p> <p>Contractor employees shall report, on the designated form, all arrests and convictions as specified on the form. Contractor employees shall likewise report arrests and/or convictions that occur subsequent to initially submitting the form. Failure to accurately report such arrests and convictions may subject the individual to denial of employment/contract, termination if already hired/contracted, and/or criminal prosecution.</p>

24 P.S. 1418 28 Pa Code 23.44	<p><b><i>Tuberculosis Test-</i></b></p> <p>Contractor employees providing services for students shall undergo a test for tuberculosis in accordance with the regulations and guidance of the Pennsylvania Department of Health.</p>
SC 111 23 Pa. C.S.A. Sec. 6344.3	<p><b><u>Arrest and Conviction Reporting Requirements</u></b></p> <p>All independent contractors shall adopt policies and procedures that require their employees, who are providing services to the district and who have direct contact with children, to notify the independent contractor, in writing, within seventy-two (72) hours of the occurrence, of an arrest or conviction required to be reported by law. Contractor employees shall also be required to report to the independent contractor, within seventy-two (72) hours of notification, that the employee has been named as a perpetrator in a founded or indicated report pursuant to the Child Protective Services Law. The policies and procedures shall also include the provision that the failure on the part of contractor employees to make such a timely notification shall subject them to disciplinary action, including termination.</p> <p>If the independent contractor receives notice of such arrest or conviction or that the contractor employee has been named as a perpetrator in a founded or indicated report, from either the contractor employee or a third party, the independent contractor shall immediately report, in writing, that information to the Superintendent or designee.</p> <p>The independent contractor shall immediately require a contractor employee to submit new certifications when there is a reasonable belief that the employee was arrested for or has been convicted of an offense required to be reported by law, was named as a perpetrator in a founded or indicated report, or has provided written notice of such occurrence.</p>
75 Pa. C.S.A. 1606	<p>Contractor employees who provide transportation services shall immediately notify the independent contractor and the district's transportation supervisor of any traffic citations or the suspension, revocation or cancellation of operating privileges.</p>
24 P.S. 2070.9a Pol. 317.1	<p><b><u>Educator Misconduct</u></b></p> <p>If the Superintendent reasonably suspects that conduct being reported involves an incident required to be reported under the Educator Discipline Act, the Superintendent or designee shall notify the Pennsylvania Department of Education, in accordance with applicable law, regulations and Board policy 317.1.</p>
24 P.S. 1205.6	<p><b><u>Training</u></b></p> <p>Independent contractors shall provide their employees who have direct contact with children with mandatory training on child abuse recognition and reporting. The training shall include, but not be limited to, the following topics:</p> <ol style="list-style-type: none"> <li>1. Recognition of the signs of abuse and sexual misconduct and reporting requirements for suspected abuse and sexual misconduct.</li> <li>2. Provisions of the Educator Discipline Act, including mandatory reporting requirements.</li> </ol>
24 P.S. 2070.1a et seq	

Pol. 806, 824  24 P.S. 1205.6	<p>3. District policy related to reporting of suspected abuse and sexual misconduct.</p> <p>4. Maintenance of professional and appropriate relationships with students.</p> <p>Employees of independent contractors who have direct contact with children are required to complete a minimum of three (3) hours of training every five (5) years.</p> <p>Contractor employees shall attend orientation and training sessions, as appropriate to the nature of their service. When training is provided for school employees relating to the legal obligations of employers and educational institutions, consideration shall be given to which contractor employees should also receive that training.</p> <p><b><u>Child Abuse Reporting</u></b></p> <p>All contractor employees who have reasonable cause to suspect that a child is the victim of child abuse shall make a report of suspected child abuse in accordance with applicable law, Board policy and administrative regulations.</p> <p><b><u>Confidentiality</u></b></p> <p>No contractor employee shall be permitted access to confidential student information unless the district has determined that such access is necessary for the contractor employee to fulfill his/her responsibilities. Contractor employees with access to confidential student information shall maintain the confidentiality of that information in accordance with Board policies and procedures and applicable law. If a contractor employee has questions about the confidentiality of student information, the contractor employee should consult with the building principal.</p> <p><b><u>Bidding Specifications</u></b></p> <p>Mandatory background check requirements for criminal history and child abuse shall be included in all bidding specifications and/or requests for proposals for contractor services.</p> <p>Language shall be included in all bidding specifications for contracted services notifying independent contractors that failure to comply with this policy and the requirements for background checks and reporting of employee misconduct by an independent contractor shall lead to cancellation of the contract.</p> <p>References:</p> <ul style="list-style-type: none"> <li>-School Code – 24 P.S. Sec. 111, 111.1, 1362, 1418, 2070.9a,</li> <li>-Child Abuse Recognition and Reporting Training – 24 P.S. Sec. 1205.6</li> <li>-Educator Discipline Act – 24 P.S. Sec. 2070.1a et seq.</li> <li>-State Board of Education Regulations – 22 PA Code Sec. 8.1 et seq.</li> <li>-Child Protective Services Law – 23 Pa. C.S.A. Sec. 6301 et seq., 6311, 6344, 6344.3</li> <li>-28 Pa Code 23.44</li> <li>-49 CRF Part 382</li> <li>-55 PA Code 3490.132</li> <li>-67 Pa Code 71.3</li> <li>-75 Pa. C.S.A. 1606, 1601, 1612, 3802</li> <li>-Board Policy 113.4, 216, 317.1, 610, 806, 810, 810.2, 824</li> </ul>
Pol. 806 23 Pa. C.S.A. 6311	
Pol. 113.4, 216	
Policy 610	



# EAST STROUDSBURG AREA SCHOOL DISTRICT

SECTION: OPERATIONS

TITLE: MEDICAL ASSISTANCE  
PROVIDER SCREENING

ADOPTED: August 20, 2018

REVISED:

	828.1 MEDICAL ASSISTANCE PROVIDER SCREENING
1. Purpose	The East Stroudsburg Area School District participates in the School-Based ACCESS Program (SBAP), which is a Medical Assistance (MA) program, and is thereby required to conduct screenings to ensure that individuals and entities involved directly or indirectly with providing items and services to MA recipients and/or generating claims to bill for services have not been excluded from participation in MA programs.
2. Authority	In accordance with applicable laws, regulations and compliance program requirements, the District will make reasonable and prudent efforts to screen individuals and entities as appropriate and not to submit any claim for services ordered or rendered by an individual or entity that has been excluded from or is ineligible to participate in state or federal health care programs.
3. Delegation of Responsibility	The Assistant Superintendent for Pupil Services or designee shall be responsible for the coordination, compilation, and preparation of all information necessary to implement this policy in accordance with District administrative procedures.
4. Guidelines	<p><b><u>Section 1 – General Policy of Disqualification or Debarment</u></b></p> <p><b>Prohibition related to the generation of revenue</b> – No employee, contractor, or vendor of the District shall provide, supervise the provision of, support the provision of, or prepare or submit billing statements or other documentation concerning services, material, or equipment for which the District receives funds or other valuable consideration from the Pennsylvania School-Based ACCESS Program, Medical Assistance, or any other state or federal healthcare insurance or benefits program if that employee, contractor, or vendor is disqualified or disbarred from participation or involvement in such programs by the Commonwealth or federal government.</p> <p><b>Prohibition related to the use of revenue</b> – No employee, contractor, or vendor of the District shall receive any salary, fee, remuneration, disbursement, benefit, or consideration that derives in whole or in part from funds acquired through the Pennsylvania School-Based ACCESS Program, Medical Assistance, or any other state or federal healthcare insurance or benefits program if that employee, contractor, or vendor is disqualified or disbarred from participation or involvement in such programs by the Commonwealth or federal government.</p>



**Section 2 - Screening**

**Required lists used for screening** – Every employee, contractor, and vendor of the District subject to this Policy shall be screened to determine whether his/her or its name or business appears on any of the following lists:

- The List of Excluded Individuals/Entities (“LEIE”) maintained by the Office of Inspector General within the United States Department of Health and Human Services;
- The Excluded Parties List System (“EPLS”) maintained by the United States General Services Administration; and
- The Medicare List maintained by the Bureau of Program Integrity within the Pennsylvania Department of Public Welfare.

Use of the foregoing lists shall constitute the sole means by which the District shall determine disqualification or debarment under this Policy.

**Frequency of screening** – Screening using the lists identified in subsection a) shall occur 1) on a monthly basis for all existing employees, contractors, and vendors subject to this Policy; and 2) prior to initiation of employment or any new or renewed contractual relationship for all new, rehired, or renewed employees, contractors, and vendors subject to this Policy.

**Section 3 - Required Provisions in Job Descriptions and Contracts**

- a. **Job descriptions** – The written job description of any Special Education employee including, but not limited to, administrative, supervisory, professional, paraprofessional, student helper, nurse, secretarial/clerical employee, speech therapist, or social worker subject to this Policy shall include the following statement –

*“The employee in this position could be required as part of his/her duties to engage in activities that can be charged to a Medical Assistance or other state or federal healthcare program. Clearance as provider under such programs by both the Commonwealth of Pennsylvania and the federal government is therefore an essential qualification for this position.”*

- b. **Contracts** – Any contract between the District and a contractor or vendor subject to this Policy shall require that the contractor or vendor not be disqualified or debarred from Medical Assistance or other state or federal healthcare program participation and shall include the following statement –

*“Debarment or disqualification of [contractor or vendor] as a provider or supplier of services or items under any healthcare program of the*

*Commonwealth of Pennsylvania or the federal government shall constitute cause for immediate termination of this agreement upon provision of written notice to [contractor or vendor] and for the immediate release of all obligations of the District hereunder."*

**Section 4 - Actions Upon Notification of Disqualification or Debarment**

- a. **Existing employees and contracted service providers** – Any existing employee or contracted service provider subject to this Policy whose name appears on one of the lists identified in Section 2 of this Policy (related to screening) shall be immediately removed from any duties that involve the generation or expenditure of funds or other valuable consideration from the Pennsylvania School-Based ACCESS Program, Medical Assistance, or any other state or federal healthcare insurance or benefits program. The District reserves the right to take any other lawful action concerning such employee or contracted service provider up to and including termination of employment or the contractual relationship.
- b. **Existing vendors and contractors** – The contract between the District and any existing vendor or contractor, other than a contracted service provider, subject to this Policy the name of which appears on one of the lists identified in Section 2 of this Policy (related to screening) shall be terminated immediately, consistent with the terms of such contract. Any supplies, materials, or equipment supplied by such vendor or contractor for which a charge has been or could be made to the Pennsylvania School-Based ACCESS Program, Medical Assistance, or any other state or federal healthcare insurance or benefits program shall be diverted to other purposes, used without charge to such program, or returned to the vendor or contractor as determined at the sole discretion of the District based on the terms of any applicable contract and due consideration of the needs and rights of the child or children for whom the supplies, materials, or equipment was intended.
- c. **Prospective employees, contractors, and vendors** – The District shall not submit for approval to the Board of School Directors or otherwise consummate any commitment to hire or contract with a prospective employee, contractor, or vendor subject to this Policy whose name or the name of which appears on one of the lists identified in Section 2 of this Policy (related to screening), provided however that the District may, in its sole discretion, hire an otherwise qualified employee who can be assigned to duties that do not involve the generation or expenditure of funds or other valuable consideration from the Pennsylvania School-Based ACCESS Program, Medical Assistance, or any other state or federal healthcare insurance or benefits program.

- d. **Self-disclosure to the Department of Public Welfare** – The District shall report to the Bureau of Program Integrity within the Pennsylvania Department of Welfare the identity of any existing employee, contractor, or vendor whose name or the name of which appears on one of the lists identified in Section 2 of this Policy (related to screening).

#### **Section 5 - Auditable Records**

**Required records** – The District shall retain for a period of six (6) years auditable evidence of the following:

- For each screening conducted in accordance with Section 2 of this Policy (related to screening) the dates of such screenings, the categories of employees screened, the lists against which names were checked, and the name of any disqualified or disbarred individual or entity identified by such screening.
- The date and content of any disclosure to the Bureau of Program Integrity within the Pennsylvania Department of Welfare as required under Subsection 4 (d) of this Policy (related to self-disclosure).
- Attribution of revenue received from the Pennsylvania School-Based ACCESS Program, Medical Assistance, or any other state or federal healthcare insurance or benefits program to allowable expenditures that did not compensate or otherwise benefit an individual or entity whose name or the name of which appeared on one of the lists identified in Section 2 of this Policy (related to screening).
- Billing records and supporting documentation in a form required under the rules, policies, and procedures of the Pennsylvania School-Based ACCESS Program, Medical Assistance, or any other state or federal healthcare insurance or benefits program applicable at the time of such billing.

#### **References:**

42 U.S.C. Sec. 1320a-7, 1320a-71 - Exclusion of Individuals and Entities from Participation in Medicare and State Health Care Programs

Title 42, Code of Federal Regulations 42 CFR 1001.101, 1001.102, 1001.901, 1001-1901 - Medicare and State Health Care Program Integrity

Pennsylvania Department of Public Welfare, Medical Assistance Bulletin: Provider Screening of Employees and Contractors for Exclusion from Participation in Federal Health Care Programs and the Effects of Exclusion on Participation (August 15, 2011)

# PENNSYLVANIA SCHOOL BOARDS ASSOCIATION

## DUTIES AND RESPONSIBILITIES OF PSBA LIAISONS

**Position:** PSBA Liaison  
**Term of Office:** Set by school entities  
**Date of Last Update:** March, 2014

**Authority:** PSBA Bylaws, Article VI, Section 4 C, (Regions, Regional Directors and Regional Cabinets) provides for the designation of PSBA Liaisons by individual school entities.

Each member school entity is encouraged to appoint a board member to serve as PSBA Liaison who is responsible for the following:

1. PSBA Liaisons shall promote the purposes and policies of the Association and advocate for approval of the PSBA Code of Conduct and Standards for Effective School Governance for their local board and mentor new local board members with regard to PSBA service and purposes.
2. Each PSBA Liaison shall ensure that board member contact information is current and accurate for communications purposes by notifying the Regional Director and the Member Relations Coordinator of changes.
3. Each PSBA Liaison shall share a PSBA/legislative report at least once each month, and other information as appropriate, at regular meetings of the board of their school entity.
4. Each PSBA Liaison shall ensure that their school entity appoints official voting delegates to PSBA's Delegate Assembly.
5. Each PSBA Liaison serves as a voting member of the Regional Cabinet, as such, shall
  - a. Vote for Regional Director and other positions as appropriate
  - b. Assist in planning regional activities as requested
  - c. Maintain communications with the RD and Cabinet to keep them informed regarding significant local issues.
6. PSBA Liaisons shall make recommendations from among their local board members who are identified as having an interest in legislative issues or areas of board governance to serve on and provide input to PSBA committees and task forces when requested.
7. PSBA Liaisons are encouraged to attend their regional or county legislative meetings and ensure that policymakers, PSBA staff, and Regional Directors are informed concerning their local board's position on current issues.
8. PSBA Liaisons are encouraged to serve on PSBA committees, attend PSBA workshops, seminars and conferences as well as encourage participation by fellow board members.



# KINGSPRY

June 15, 2018

JEROME B. FRANK  
DONALD F. SPRY II  
DOMENIC P. SBROCCHI  
KIRBY G. UPRIGHT, LLM, CPA  
KENT H. HERMAN  
TERENCE L. FAUL  
JOHN E. FREUND, III  
JEFFREY T. TUCKER  
GLENN A. HAZELTINE\*  
KEVIN C. REID\*  
PAUL S. FRANK  
BRIAN J. TAYLOR\*\*  
MICHAEL A. GAUL  
ELIZABETH M. KELLY  
ELLEN C. SCHURDAK  
KRISTINE RODDICK  
REBECCA A. YOUNG  
DOROTA GASZENICA-KOZAK  
TIMOTHY E. GILSBACH\*  
JESSICA F. MOYER  
ERIN D. GILSBACH  
MATTHEW T. TRANTER\*  
AVERY E. SMITH\*  
KEELY J. COLLINS  
KARLEY BIGGS SEBIA\*  
JONATHAN M. HUERTA  
WILLIAM J. NOVICK, IV\*

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

Re: Commitment of Services as Special Counsel

Dear Mr. Riker:

This constitutes our commitment to act as Special Counsel of the East Stroudsburg Area School District (the "District") for the 2018 – 2019 school year.

## COMPENSATION

1. Special Counsel: The basic hourly rate shall be the same hourly rate as approved by the District's Professional Educators insurance carrier or Errors & Omission Policy.<sup>1</sup> The current approved rates are as listed below. These rates apply whether or not coverage is in effect. These rates will apply for all services in which King Spry serves in a representative capacity whether or not in actual litigation.

KSHFF represents to the School District that it is approved and qualified as defense counsel by all major writers of school district professional educators' policies in Pennsylvania. In the event of litigation, an administrative due process request, a claim or suit within the coverage of the Board of Directors' errors and omissions policy, the School District agrees to submit such claims for coverage and defense, and to request the designation of KSHFF as defense counsel for the School District. In the event of such designation, the School District agrees to accept the hourly rate approved by the insurance carrier.

OF COUNSEL:  
E. DRUMMOND KING  
JAMES J. RAVELLE, Ph.D., JD.  
KATHLEEN CONN, Ph.D., JD., LLM

AFFILIATED WITH:  
WEISS BURKARDT KRAMER, LLC  
PITTSBURGH, PA 15219

\*LICENSED IN PA AND NJ  
\*\*LICENSED IN PA AND NY

<sup>1</sup> Current approved rates:

CM Regent	AIG	WRM	Chubb	PIIC	Liberty Mutual	Allied
\$175/Partner	\$200/Partner	\$165/Partner	\$250/Partner	\$160/Partner	\$175/Partner	\$170/Partner
\$175/Associate	\$175/Associate	\$165/Associate	\$200/Associate	\$140/Associate	\$150/Associate	\$170/Associate
\$85/Paralegal	\$85/Paralegal	\$80/Paralegal	\$125/Paralegal	\$85/Paralegal	\$80/Paralegal	\$95/Paralegal

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KING, SPRY, HERMAN, FREUND & FAUL, LLC • ATTORNEYS & COUNSELORS AT LAW  
ONE WEST BROAD STREET • SUITE 700 • BETHLEHEM, PA 18018 • TEL: 610-332-0390 • FAX: 610-332-0314

ALLEN TOWN   ✦   BETHLEHEM   ✦   STROUDSBURG

KING, SPRY, HERMAN, FREUND & FAUL LLC

2. Billing: We submit itemized invoices on a monthly basis, unless otherwise outlined by the insurance guidelines.
3. Reimbursable Expenses: The District would reimburse KSHFF's payment of out-of-pocket expenses advanced on behalf of the District including, but not limited to, filing fees for legal documents, advertising, experts, exhibit preparation, and any extraordinary photocopying, but postage would not be charged.

PERSONNEL ASSIGNED

KSHFF represents that it has adequate personnel trained in school law to meet the District's needs. Time charges are based upon the professional nature of the task and not the personnel assigned. Task assignments shall be at the sole discretion of the primary responsible attorney.

KSHFF represents that it has secured and upon request would provide the District with evidence of Professional Liability Insurance.

APPOINTMENT

As an appointee, the Special Counsel may be removed at any time in the same manner in which the appointment was made and consistent with the Rules of Professional Responsibility. In the event that the appointment and agreement are rescinded, the District will be responsible for all hourly fees earned, and costs incurred to date, as well as fees reasonably necessary to protect the client's interest until substitute counsel is in place. (Code of Professional Responsibility 1.16(d)).

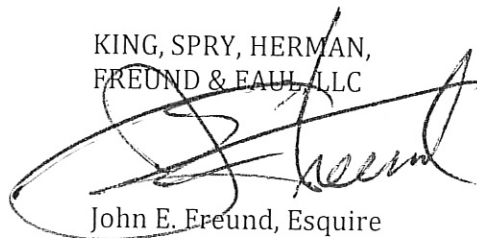
ADDITIONAL INFORMATION

Additional information concerning King, Spry, Herman, Freund & Faul, LLC can be provided upon request. Please let me know if you have any other questions.

KSHFF looks forward to serving the needs of the District.

Very truly yours,

KING, SPRY, HERMAN,  
FREUND & FAUL, LLC



John E. Freund, Esquire  
Education Law Practice Group, Chair  
[jef@kingspry.com](mailto:jef@kingspry.com)

# East Stroudsburg Area School District

## *Request for Proposals*

### *Construction Counsel Legal Services*

1. **INTENT**

The EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") is soliciting proposals from qualified, licensed attorneys to represent the District in public school construction related matters. The term of the engagement is to start 10/1/18.

2. **QUALIFICATION REQUIREMENTS**

Respondents to this RFP must meet the following minimum requirements:

- a) Member in good standing of the Bar of the Supreme Court of Pennsylvania
- b) Must have experience with Pennsylvania and nationwide government construction laws, and a minimum of five (5) years working with or for Pennsylvania school districts on public construction related matters.
- c) Ability to provide same day response.

3. **SCOPE OF SERVICE**

The District has an enrollment of approximately \_\_\_\_\_ students and maintains ten (10) school buildings: two (2) high schools, two (2) intermediate schools, and six (6) elementary schools. In conjunction with the construction, reconstruction, and maintenance of its school buildings, the school district requires legal counsel with specialized knowledge of the law concerning public construction to provide advice, guidance and recommendations to the School Board and appropriate administrators on an as-needed basis. The District is primarily interested in retaining legal counsel to review past projects and related documentation to determine the merit of any potential litigation connected to those projects.

4. **TIME FRAME**

The successful attorney will be expected to commence the provision of services on October 1, 2018.

5. **PROJECT MANAGEMENT**

The Superintendent of Schools shall be the primary contact person with the successful attorney. However, this responsibility may be delegated by the Superintendent to other School District Administrators, employees or representatives as appropriate.



6. **PROPOSALS**

Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto will not become public information until selection of the successful respondent.

a) **Submission and Deadline**

All Proposals must be received by 2:00PM, September 10, 2018. One original and twelve (12) copies shall be submitted to:

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

Questions about this RFP may be directed to School District Solicitor Christopher S. Brown, 570-421-5653 or [chris@dirvonas.com](mailto:chris@dirvonas.com).

All attorneys who are furnished a copy of this RFP, but who decide not to offer a Proposal to the District, are asked to submit a negative reply. Specific comments and observations are encouraged.

**LATE PROPOSALS WILL NOT BE CONSIDERED**

b) **Submittal Letter**

Respondents shall submit a cover letter, addressed to the Superintendent and signed by the Respondent, which provides an overview of the respondent's offer as well as the name, title and phone number of the person to whom the District may direct questions concerning the proposal. The letter should identify lead counsel within Respondent's firm who will be chiefly responsible for the work as set forth in this RFP, and should identify any associate counsel who will also perform services for the District. The letter should provide a detailed explanation of the experience each identified legal counsel has with public sector construction law and litigation, with a particular emphasis on experience representing Pennsylvania school districts. The letter should also include a statement by the Respondent accepting all terms and conditions contained in this RFP, signed by the Respondent.

c) **References**

A minimum of five (5) client references which encompass the areas outlined in this RFP, especially other Pennsylvania school districts, must be identified.

e)d) **Budget/Fee Proposal**

All respondents are required to complete and submit a detailed itemized fee schedule and expected schedule of payment to perform all services. As part of the proposal, each response must provide the following: (a) a single hourly rate for the Respondent and a separate single hourly rate for associate attorneys, as applicable; (b) an hourly rate for clerical, paralegal or other professional; and (c) a schedule of all out-of-pocket

disbursements which are anticipated to result in a charge to the Board/District. Note that the Board/District expects that these reimbursable charges will be charged at the firm's actual cost, without additional mark-up. The District is exempt from the payment of excise taxes, transportation and sales taxes imposed by the Federal Government and/or the Commonwealth of Pennsylvania. Such taxes must not be included.

The Board reserves the right to negotiate fees and payment schedules with the selected respondent.

~~d)e)~~ **Form of Contract**

The District intends to enter into a contract with the most responsible Respondent whose proposal is determined to be in the best interest of the District. The form of contract for any award made as a result of this proposal will be a District purchase order, referencing this RFP, which shall be considered as part of the contract. The amount will be based on the fees shown in this proposal, as modified if necessary during negotiations. If Respondent will require the Board to sign an additional or separate contract, a copy of the proposed contract must be included with the proposal.

7. **EVALUATION AND AWARD**

a) **Selection Criteria**

The following criteria will be used, without limitation, in evaluating proposals and determining the most responsive Respondent:

- i. The Respondent's technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted.
- ii. The background and experience of the Respondent in providing similar services as well as the specific background, education, qualifications and relevant experience of key personnel to be assigned to the contract.
- iii. Location of Firm's office.
- iv. Proposed fees and costs, although the District is not bound to select the Respondent who proposes the lowest fees. The District reserves the right to negotiate fees with Respondents.
- v. Any other information obtained by the District
- vi. Best interests of the District.

b) **Selection Procedure**

The District intends to enter into a contract with the most responsible Respondent whose proposal is determined to be in the best interest of the District.

- i. The District reserves the right to reject any or all proposals or parts thereof for any reasons, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP, and to negotiate a contract with the successful Respondent.
- ii. The District will initially review all proposals to determine responsiveness. Any proposal that does not address all requested requirements or is incomplete will not be considered.

- iii. The District will evaluate all responsive and responsible proposals based on the criteria set forth in Section 7a, above. Any proposal that does not address all requested requirements or is incomplete may be rejected.
- iv. The District may conduct interviews of the Respondents it judges to be the most qualified to perform the services required, based upon the criteria in this RFP. If so, Respondents will be notified in advance of the proposed interview date. If conducted, interviews may be conducted in person or by conference call. Respondents are advised that the District reserves the right to award this contract solely on the basis of the submitted proposals.

8. **GENERAL REQUIREMENTS AND CONDITIONS**

a) **Insurance**

The selected Respondent shall be required to furnish proof of the following insurance coverage within ten (10) days of the receipt of the Notice of Selection. Insurance shall be issued by an insurance company licensed to conduct business in the Commonwealth of Pennsylvania with a Best's key Rating of A- or better. Any and all exceptions must be approved by the District. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions or renewals thereof. Each insurance certificate shall contain a thirty (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

- i. Commercial General Liability, including Contractual Liability Insurance, with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. All, if any, deductibles are the sole responsibility of the Respondent to pay and/or indemnify.
- ii. Workers' Compensation if required by Pennsylvania law.
- iii. Professional Liability Insurance including errors and omissions with a limit of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Any changes to the Respondent's policy or carrier from year to year will include "Full Prior Acts" coverage.
- iv. The East Stroudsburg Area School District is named as an Additional Insured, under the Commercial General Liability insurance policy. Additional Insured requirement is expressly waived for Workers' Compensation and Professional Liability coverages.
- v. It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the Respondent by virtue of its promise to hold the District harmless so that in the event that any claim results in a settlement or judgment in any amount above the limits set in Paragraph 8.1 herein, the Respondent shall be liable to, or for the benefit of, the District for the excess.
- vi. Insurance requirements and coverages may be reviewed from time to time during the term of this Contract and all extensions and renewals thereof. The Respondent agrees to comply with any and all reasonable insurance requirements or modifications requested by the District.
- vii. Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a

default in the terms and conditions of this Agreement. The legal firm agrees that such default may be cured by procurement of insurance on behalf of the Respondent, at Respondent's expense, at the District's option.

b) **Hold Harmless Agreement**

In addition to its obligation to provide insurance as specified above, the Respondent shall indemnify and hold harmless the District, including but not limited to, its elected officials, its officers, employees, and agents, from any and all claims made against the District, including but not limited to, damages, awards, costs, and reasonable attorneys fees, to the extent any such claim directly and proximately results from the wrongful, willful or negligent performance of services by the Respondent during the Respondent's performance of this Agreement. The District agrees to give the legal firm prompt notice of any such claim and, absent a conflict of interest, an opportunity to control the defense thereof.

C) **Conditions**

Respondents to this RFP will be expected to adhere to the following conditions and must make a positive statement to that effect in the proposal submitted:

- i. The selected Respondent shall have an office or facility in Pennsylvania. The specific location of the facility must be identified in the proposal submitted.
- ii. The selected Respondent shall have personnel/resources sufficient to assure service continuity and agree to maintain an adequate level of qualified personnel for the term of the Agreement.
- iii. The selected Respondent shall agree to maintain and preserve the confidentiality in all matters relating to the resultant contract and services provided under it.
- iv. The selected Respondent shall agree that the District and the Respondent may terminate the contract at any time with ninety (90) days written notice. In the event of termination, the District shall pay the Respondent for any services rendered prior to termination. However, if the selected Respondent has damaged the District in any way, such payment may be withheld until the District determines whether or by how much such payment should be reduced.
- v. The selected Respondent shall agree to accept and follow management direction from the District and specifically the District's designated personnel.
- vi. The selected Respondent shall agree to conform to all applicable laws and ordinances and statutes of the United State and the Commonwealth of Pennsylvania.
- vii. The selected Respondent shall agree that if the District cannot in good faith negotiate a written contract within a reasonable time with the selected Respondent, the District may unilaterally cancel its selection of that Respondent.
- viii. The selected Respondent shall agree that periodic payments to the Respondent will be made as agreed upon in the contract.

- ix. The selected Respondent shall agree that the contract between the District and Respondent shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, and that the forum for any dispute between the District and the Respondent lies exclusively in Monroe County, Pennsylvania.
9. **PRINCIPALS/COLLUSION**  
By submission of a proposal, the Respondent does declare that the only person or persons interested in this proposal as principal or principals is/are named therein and that no other person other than therein mentioned has any interest in this proposal or contract to be entered into; that this proposal is made without connection with any person, company or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud.
10. **CONFLICT OF INTEREST**  
Respondents shall provide a statement of any potential conflict of interest that may exist in rendering service to and in representing the District.
11. **DISCIPLINARY ACTION**  
Respondent shall provide a statement that neither Respondent nor any attorney affiliated with Respondent has, within five years preceding the date of submission, been disciplined by the Disciplinary Board of the Supreme Court of Pennsylvania or any other like authority in another state.
12. **AFFIRMATIVE ACTION STATEMENT**  
As a condition of doing business with the District, the legal firm must comply with all Federal and Commonwealth laws and orders pertaining to non-discrimination.
13. **TAXPAYER IDENTIFICATION NUMBER**  
The selected Respondent shall submit to the District a completed *Internal Revenue Service Form W-9, Payers Request for Taxpayer Identification Number*.
14. **ALTERNATIVES AND EXCEPTIONS**  
Only slight additions or changes would be expected to be negotiated with the successful Respondent in order to resolve any variances between the proposal and the final contract. Respondents may submit alternate proposals which deviate from this RFP or take exceptions to this RFP; however, alternates and exceptions shall be clearly identified as such, and shall include a discussion of the purpose and benefits to such alternate/exception, and the District is not bound to accept them if it determines that they are not in the best interest of the District.
15. **ADDITIONAL INFORMATION AND REVISIONS TO PROPOSALS**  
Information may be provided to potential Respondents for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Prospective Respondents shall be afforded fair and equal treatment with respect to additional information and revision of proposals.





# Transportation Department



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

## Field Trip: 04108

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

### \*-Required Fields

\*-All trips must be requested at least 20 full school day(s) in advance. (Next valid date 9/8/2018)

Requested: **07/03/18 23:05 PM By: Healey, Michael**

Status: **Level 3 - Request Approved**

Change To: [Select New Status]

Comments:

\* Field Trip Name: International Day of Peace and Peace Bell Ringing Ceremony UN Headquarters  
 \* School: E Stroudsburg HS - S / EHS  
 \* Department: HSS  
 \* Activity: HS South

### Contact

\* Contact: Michael Healey  
 \* Phone: 5703320290 \*Phone Ext: x20224  
 \* Email: michael-healey@esasd.net

### Departure

\* Depart Date: 9/21/2018 \* Time: 05:30 AM  
 \* Return Date: 9/21/2018 \* Time: 03:00 PM  
 Departure: [Select One]  
 Notes: Bus will pick up students at the pool lobby back of South HS

### Destination

\* Destination: United Nations (405 E 42nd Street New York)  
 \* Street: 405 E 42nd Street  
 \* City: New York  
 \* State: NY \* Zip: 10017  
 Contact:  
 Title:  
 Phone: 212-963-1234 Phone Ext:  
 Fax:  
 Email:  
 Notes: International Day of Peace Conference and 25 South HS students selected to be UN Member State Flag Bearers at the ringing of the Peace Bell in the UN Peace Garden.

### Directions

Directions:

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### Trip Details



\* Equipment: CHARTER BUS

Classification: [Select One]

\* Number of Students: 25

\* Number of Wheel Chairs: 0

\* Estimated Miles: 91

\* Estimated Hours: 10

\* Number of Adults: 4

\* Number of Vehicles: 1

\* Estimated Cost: 1250

**Invoicing Information:**

* Code (Department/Activity)	Amount (\$)	PO	Invoice Date	Payment Date
10-3210-513-000-30-820-121-000-0000 (HSS/HS South )	0.00			
[Select One]				
Rows: 1 Total: 0.00				

Delete Request

\*Map It!

Cancel/Return to List

Save

\*Map It! is a service provided by Google.com. Transfinder is not responsible for the information returned by Google.com or its mapping services.

2018-2019

Logged In: Wisotsky, Debra  
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 v12.3.30391



**East Stroudsburg Area School District**

Carl T. Secor Administration Center

50 Vine Street

East Stroudsburg, PA 18301

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

www.esasd.net

Dr. William R. Riker, Superintendent

Mr. Ryan K. Moran, Assistant  
Superintendent for Curriculum and  
Instruction Grades K-12

Mr. Brian Baddick, Assistant  
Superintendent for Pupil Services

Mr. Jeffrey S. Bader, Chief Financial  
Officer

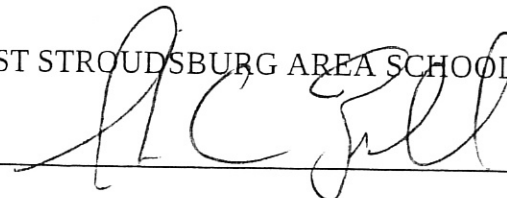
**Mr. Stephen C. Zall**  
**Director of Human Resources**

**East Stroudsburg Area School District**  
**North HS/South HS**  
**Athletic Director Positions**  
**Memorandum of Understanding**


The Parties to this agreement, the East Stroudsburg Area Education Association (hereinafter called the "Association") and the East Stroudsburg Area School District (hereinafter called the "District") agree to the following:

- A) Athletic Director position will be posted for the 2018-2019 school year
- B) Athletic Director position with stipend will be listed as a Schedule B position with the current bargaining unit agreement
- C) Salary will be based on staff person's current salary with a Schedule B payout of \$10,500 for Athletic Director responsibilities for the 2018-19 school year and will be adjusted per schedule B negotiations for the remaining years of the contract.
- D) Term of service is 10 months plus any athletic responsibilities during summer months which is covered under schedule B Athletic Director responsibilities
- E) Flexibility for start/end times of contractual hours(7.5hrs.) as coordinated with building administration
- F) Should the Athletic Director wish to return to the professional instructional setting he/she would have to apply for an open position for which he/she is certificated. Should the Athletic Director position be dissolved, the affected employee shall have full realignment rights.
- G) This agreement shall neither constitute a new past practice nor nullify an existing past practice.

EAST STROUDSBURG AREA SCHOOL DISTRICT

 Date: 7.26.18

EAST STROUDSBURG AREA EDUCATION ASSOCIATION

 Date: 8/2/18

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**CAPELLA UNIVERSITY**

## FIELDWORK TRAINING AFFILIATION AGREEMENT

### I. Parties to the Field Training Agreement:

This agreement (the "Agreement"), dated July 24, 2018 is made between:

Capella University ("Capella"), located at 225 South 6<sup>th</sup> Street, 9<sup>th</sup> floor, Minneapolis, MN 55402 and the practicum/intern site (the "Site") named East Stroudsburg Area School District with its primary location of business at 50 Vine Street, East Stroudsburg, PA 18301

### II. Term of the Agreement:

This Agreement shall be effective from August 27, 2018 through June 30, 2019

### III. Capella agrees:

1. To assign a Capella faculty or staff member to facilitate communication between Capella, Capella learners, and the Site/Site Supervisor, defined below, during the fieldwork application review and approval process ("Fieldwork Coordinator").
2. To provide the Site Supervisor with Capella's fieldwork orientation materials upon approval. To provide the Site Supervisor with fieldwork program information and evaluation forms required to monitor and assess the performance of a learner.
3. To maintain regular contact during each quarter with the Capella faculty member who provides remote supervision of learners ("Faculty Supervisor").
4. To notify learners that he or she must adhere to the administrative policies, rules, standards, and practices of the Site, as well as all professional ethical standards.
5. To have the Fieldwork Coordinator maintain contact with the Site Supervisor and Faculty Supervisor should any changes be anticipated in relation to this Agreement.

### IV. The Site agrees:

1. To provide a Site employee who has the required credentials or licensure, supervision experience and training, time, and commitment to train learners pursuant to this Agreement ("Site Supervisor").
2. To provide a copy of the Site Supervisor's resume or curriculum vitae showing relevant experience in the field and a copy of the Site Supervisor's current and active professional license/credential to Capella.
3. To provide opportunities for learners to engage in a variety of appropriate training activities under supervision of the Site Supervisor to meet Capella's program requirements and sufficient to evaluate a learner's performance in required knowledge and skills areas.

4. To provide learner(s) with adequate workspace, telephone, office supplies, and staff to conduct professional activities appropriate to the fieldwork placement. The Site will provide learner(s) with information about all safety and emergency policies and practices at the Site.
5. To provide weekly face-to-face supervisory contact to meet the minimum number of required supervision hours for each quarter.
6. To provide learners with the opportunity to use audio or videotapes of his/her counseling sessions in supervision meetings at the Site during each quarter;. If taping at the Site is prohibited, live supervision of a learner's counseling sessions will be provided during each quarter.
7. To approve a learner's submitted fieldwork hours on a regular basis.
8. To complete and submit written evaluation of learner(s) on the quarterly forms provided to the Site by Capella within the stated deadlines.
9. To respond to the Faculty Supervisor's emails and/or phone calls in a timely manner in order to consult about the learner's progress during the quarter. The Faculty Supervisor will be promptly notified by the Site and/or Site Supervisor when there are any concerns about a learner's performance at the Site.
10. To notify the Faculty Supervisor immediately if there are any changes to a learner's fieldwork, including dates of placement, hours, activities, supervision, etc.

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**V. Capella will require learners:**

1. To notify the Faculty Supervisor if any changes are made to a learner's fieldwork, including dates of placement, hours, activities, and on-site supervision.
2. To follow all relevant policies, procedures, rules, and standards of the Site.
3. To abide by all rules and regulations in the state in which they are completing fieldwork.
4. To be familiar with and uphold the professional ethical guidelines governing all fieldwork activities.
5. To participate fully in the fieldwork course and weekly group supervision meetings throughout each quarter.
6. To submit fieldwork hours for approval on a weekly basis.
7. To complete and submit all required forms and documents correctly during the quarter by the expected deadlines.
8. To notify the Faculty Supervisor and the Site Supervisor about any changes to the Learner's availability at the Site that are different from the work schedule that has been arranged with the Site.
9. To notify the Faculty Supervisor when an absence of more than 5 days has occurred at the Site.
10. To notify the Faculty Supervisor when on-site supervision is not provided during any week of the quarter.

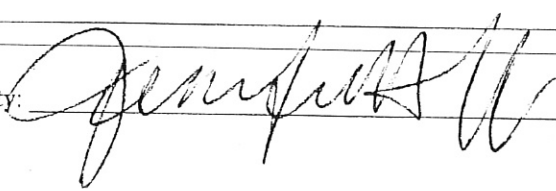
11. To participate in training and other activities offered by the Site which are required for fulfilling practicum/internship duties. To be responsible to obtain additional training and/or education, as deemed necessary by the Site Supervisor and/or Faculty Supervisor in order to conduct activities required at the Site in a successful manner.
12. To carry personal professional liability insurance which may be obtained through student membership in a professional counseling organization at the \$1,000,000 incidental and \$1,000,000 aggregate levels for the full duration of the practicum or internship experience; evidence of current coverage will be submitted by learners. If a higher liability coverage amount is required by the Site, learners will be required provide the Site with evidence of meeting this requirement.
13. To complete all screening procedures, trainings, and checks required by the Site, such as criminal background check, fingerprinting, physical exam, or drug testing.

**Site Name and Address**

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

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

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

Capella University:  \_\_\_\_\_ Date: 7/26/18

## **JOB RESPONSIBILITIES: ACT 44 SCHOOL SAFETY AND SECURITY COORDINATOR**

Under the direction of the chief school administrator, the School Safety and Security Coordinator shall be a school administrator who shall review school safety and security policies and procedures, oversee school security staff and adhere to the requirements of Act 44 of 2018 and section 1309-B of the Public School Code.

### **JOB RESPONSIBILITIES**

- Oversee school security personnel, including school police officers, school resource officers and school security guards as defined in section 1301-C of the Public School Code.
- Review all safety and security policies and procedures.
- Review compliance with federal and state school safety and security laws.
- Coordinate training and resources for students in matters related to situational awareness, trauma-informed education awareness, behavioral health awareness, suicide and bullying awareness and substance abuse awareness.
- Coordinate training and resources for staff in matters related to situational awareness, trauma-informed education awareness, behavioral health awareness, suicide and bullying awareness and substance abuse awareness pursuant to section 1310-B of the Public School Code.
- Coordinate training and resources for students in matters related to emergency procedures and training drills, including fire drills, natural disaster drills, active shooter drills, hostage situation drills and bomb threat drills.
- Coordinate training and resources for staff in matters related to emergency procedures and training drills, including fire drills, natural disaster drills, active shooter drills, hostage situation drills and bomb threat drills pursuant to section 1310-B of the Public School Code.
- Coordinate school safety and security assessments, as necessary, pursuant to Act 44 of 2018.
- Serve as liaison on school safety and security issues to the statewide School Safety and Security Committee, the Pennsylvania Department of Education, local and state law enforcement and other relevant outside entities.
- Report to the board of directors in executive session by June 30 each year on the LEA's current safety and security practices and strategies to improve safety and security.
- Report to the statewide School Safety and Security Committee by June 30 each year on the LEA's current safety and security practices and strategies to improve safety and security.
- Coordinate a tour of buildings and grounds and discuss/coordinate school safety and security matters every other year with local law enforcement and first responders or upon the opening or reconfiguration of a building.



# East Stroudsburg Area School District

## Date Range 7/13/18 through 8/10/18

### Listing of Bills

Check Number	Date	Vendor Name	Invoice Description	Check Amount
234751	07/16/2018	EHN NON-EXP.SCHOLARSHIPS	W.E. VANVLIET SCHOLARSHIP-JAMES POVLOVSKY	1,000.00
234752	07/16/2018	EHN-EXPENDABLE SCHOLARSHIPS	PEPSI SCHOLARSHIP- EMIR DESIR	1,500.00
234753	07/16/2018	KAR BILL ENTERPRISES, INC	DISTRICT GAS JUNE 2018	3,164.20
234754	07/19/2018	ADVANCE AUTO PARTS	CHARGE INVOICE 6952817117948	3.34
			INVOICE 6952816573537	56.13
			north sewer plant supplies	26.64
			TRANSPORTATION SUPPLIES	271.47
234755	07/19/2018	APPLE INC.	SOUTH VOLLEYBALL	478.00
234756	07/19/2018	BEHAVIORAL HEALTH ASSOCIATES	PAYMENT FOR JUNE 2018 TUITION	4,725.00
234757	07/19/2018	BLACKBOARD INC.	Blackboard	19,588.88
234758	07/19/2018	BLICK ART MATERIALS	general supplies-PO#18003367	26.75
234759	07/19/2018	BRITE CLEANERS	Dry Clean Marching Uniforms	910.70
234760	07/19/2018	CATASAUQUA BOOSTER CLUB	NORTH WRESTLING ROUGH RIDER TO	250.00
234761	07/19/2018	UGI ENERGY .	HSS MAINTENANCE JUNE 2018 GAS LINE CHARGES	31.72
			HSS STADIUM JUNE 2018 GAS LINE CHARGES	72.08
			JM HILL JUNE 2018 GAS LINE CHARGES	539.57
234762	07/19/2018	CHESTER COUNTY INTERMEDIATE UNIT	PAYMENT FOR MAY 2018 TUITION	9,974.79
234763	07/19/2018	COLONIAL INTERMEDIATE UNIT 20	OPERATING EXPENSE	360.00
234764	07/19/2018	COMMONWEALTH OF PA	boiler certs	248.00
234765	07/19/2018	CRAMERS WELDING & REPAIRS	INVOICE 542505	530.00
234766	07/19/2018	CRE BUSHKILL GROUP	NORTH GOLF SUPPLIES	400.00
234767	07/19/2018	CROWN AWARDS	Teacher awards	256.75
234768	07/19/2018	DESALES UNIVERSITY ATHLETIC DEPT.	NORTH CROSS COUNTRY DESALES EN	200.00
234769	07/19/2018	EASTERN FOOTBALL CONFERENCE	NORTH & SOUTH EPFC DUES	200.00
234770	07/19/2018	EDMENTUM	STUDY ISLAND	80,000.00
234771	07/19/2018	EHS-EXPENDABLE SCHOLARSHIPS	ES STAR SENIOR SCHOLARSHIP - MATTHEW CHRISTOFF	250.00
234772	07/19/2018	EVERGREEN COMMUNITY CHARTER SCHOOL	PAYMENT FOR JUNE TUITION	13,205.42
234773	07/19/2018	FLINN SCIENTIFIC INC.	AP8955 Goggles-REPLACES 20190	102.60
			Marble Down Flinn STEM deschal	1,161.54
234774	07/19/2018	FRONT PORCH INC	GET MORE MATH - HSN/HSS ALG1 Y	900.00
234775	07/19/2018	GREAT BOOKS FOUNDATION	Title One	1,185.19
234776	07/19/2018	GROVE CITY AREA SCHOOL DISTRICT	MAY & JUNE 2018 TUITION	3,251.75
			PAYMENT FOR JUNE 2018 TUITION	754.02
234777	07/19/2018	HEINEMANN PUBLISHING GROUP	LEARNING EXPERIENCE	278.30
234778	07/19/2018	HMS SCHOOL FOR CHILDREN WITH CEREBRAL PALSY	Comprehensive Evaluation	2,750.00
234779	07/19/2018	HOME DEPOT CREDIT SERVICES	Hanging Supplies for Board Fra	16.77
			Home Depot Grounds Maintenance	203.47
			HOME DEPOT PURCHASE FOR SHOP	49.97
			Invoice JTL Paint	242.79
			JM HILL STAGE MAINTENANCE	531.43
			JM HILL STAGE REPAIR	79.47
			MAINTENANCE SUPPLIES	1,756.76
			MIDDLE SMITHFIELD SUPPLY	249.85
			TLC TRANSPORTATION OFFICE PAIN	77.65
234780	07/19/2018	INTEGRAONE	BRADFORD RENEWAL FOR JUNE	7,534.00
			MERAKI CAMERAS	12,960.00
			RENEWAL OF LIGHTSPEED	36,124.00
			VMWARE RENEWAL FOR JUNE	15,483.00
234781	07/19/2018	IRONTON GLOBAL LLC	IRONTON GLOBAL SIP PHONE	990.15
234782	07/19/2018	J.W.PEPPER & SONS-ACCT.#36-136400	He Watching Over Israel - SATB	68.00
			Hillary LIS	178.45
234783	07/19/2018	LAKESHORE LEARNING MATERIALS	Jaci Leonard	1,557.88
234784	07/19/2018	MET-ED	JUNE TRAFFIC LIGHT ELECTRIC	19.59
			JUNE TRAFFIC LIGHT ELECTRIC 100031621285	19.49
			JUNE TRAFFIC LIGHT ELECTRIC 100052611207	19.52
			JUNE TRAFFIC LIGHT ELECTRIC 100080490897	65.99
			MIDDLE SMITHFIELD ELE JUNE ELECTRIC 100071509721	11,565.26
234785	07/19/2018	MET-ED	North campus June electric 100018255800	28,257.67
234786	07/19/2018	MOELLER WELDING	north drain plate	60.00
234787	07/19/2018	MONROE CAREER AND TECHNICAL INSTITUTE	MCTI CAP IMPROV FUND MONPAY-2	13,350.42
			MCTI OPERATING PAYMENT FOR 18/	159,409.00



# East Stroudsburg Area School District

## Date Range 7/13/18 through 8/10/18

### Listing of Bills

Check Number	Date	Vendor Name	Invoice Description	Check Amount
234788	07/19/2018	NATIONAL SCIENCE TEACHER ASSOCIATION	Bixler genetics book	7.46
234789	07/19/2018	NAZARETH AREA SCHOOL DISTRICT	PAYMENT FOR JUNE 2018 TUITION	1,326.33
234790	07/19/2018	OFFICE DEPOT	Nurse	183.99
234791	07/19/2018	OFFICE DEPOT	Office Depot- po#18000386	132.25
			Office Depot-18000386	12.09
			Office Depot-PO#18000386	18.55
234792	07/19/2018	OPEN TEXT INC	OPENTEXT RENEWAL	1,499.20
234793	07/19/2018	PENTELEDA	PEN TELEDA	4,072.50
234794	07/19/2018	PITNEY BOWES	LEASE INVOICE#3303995370-ADMIN	642.00
234795	07/19/2018	PROJECT LEAD THE WAY INC	ENERGY AND THE ENVIROMENT	4,268.00
234796	07/19/2018	REALITYWORKS, INC.	child development supplies QUO	1,870.05
234797	07/19/2018	SHERMAN THEATER	CHAIR RENTAL FOR HS SOUTH GRADUATION	1,295.00
234798	07/19/2018	STAPLES CREDIT PLAN	Staples file cabinet for schoo	219.99
			Supplies	56.95
234799	07/19/2018	STEVE SHANNON TIRE & AUTO CENTER	INVOICE 16019555	244.00
234800	07/19/2018	SWEET, STEVENS, KATZ & WILLIAMS LLP	LEGAL FEE	370.50
234801	07/19/2018	UNIVERSITY MUSIC SERVICE	I Believe - TTBB - Lon Beery -	196.00
234802	07/19/2018	YOUTH ADVOCATE PROGRAMS, INC.	PROJECT FAME	19,945.90
234803	07/26/2018	ADVANCE AUTO PARTS	Prim Wire	62.01
234804	07/26/2018	ASHLEY A MARRONE	Banquet Gifts Cheerleading	206.63
234805	07/26/2018	EPLUS TECHNOLOGY	BRIGHTLINK 395 INTERACTIVE PRO	24,423.74
234806	07/26/2018	FISHER & SON CO INC	Various invoices-see attached	4,129.00
234807	07/26/2018	FRANCIS SMITH & SONS, INC.	Two Plane Hose Swivel	74.05
234808	07/26/2018	PLASCO ID HOLDING	ID Badges	121.50
234809	07/26/2018	KEYSTONE REALTY ADVISORS	132 Grey Fox Rd. Fox Glen Gardens LLC 09/119827	8,514.00
			202 Dartmouth Dr RPC Stroudsburg LLC 16/5/2/2	16,003.00
			235 E.Brown St. East brown St. Assoc. 05-1/3/4/5	23,844.00
			239 E.Brown St. East brown Assoc. 05-1/3/4/7	49,200.00
			324 Dartmouth Dr RPC Stroudsburg LLC 16/5/2/10	15,766.00
			9073 Franklin Hill Rd.RPC Stroudsburg LLC 16/92710	5,483.00
			KEYSTONE INV 922	64,124.00
234810	07/26/2018	LIFETOUCH NSS ACCOUNTS RECEIVABLES	Lifetouch Yearbook JMH	405.05
234811	07/26/2018	MCFARLAND BUSINESS SYSTEMS	Formax Auto Seal FD1502 Low Vol Sealer #G171959	750.00
234812	07/26/2018	MICHAEL SILVOY	2018 Graduation DVD's South Class 2018	577.93
234813	07/26/2018	MODERN GAS SALES, INC.	OPEN PO cover open invoices 2018	278.69
234815	07/26/2018	PETROCHOICE	See attachment-Variou invoices	2,106.79
234816	07/26/2018	PLANK ROAD PUBLISHING	Cathy Tynemouth	259.40
234817	07/26/2018	POCONO ENVIRONMENTAL EDUCATION CENTER	7-12-18-CONTRACTED SERVICES FO	500.00
234818	07/26/2018	PRO-VISION	DVR surveillance stickers	262.74
234819	07/26/2018	PROJECT LEAD THE WAY INC	AUTOMATION AND ROBOTICS	9,358.50
234820	07/26/2018	REAGLE DODGE	NEW QUOTE 2018 RAM 3500	33,990.00
			Step Kit for Ram Trucks	805.00
234821	07/26/2018	RIVER VALLEY ORGANICS	Install Woodcarpet Bushkill Ele	2,845.00
234822	07/26/2018	ROBERT M. SIDES FAMILY MUSIC CENTERS	Sides Music Instrument Repairs	884.25
234823	07/26/2018	SHARP ENERGY	Annual Maint Fee	1,250.00
234825	07/26/2018	STEVE SHANNON TIRE & AUTO CENTER	2 tires for mail delivery van	218.00
234826	07/26/2018	TOSHIBA BUSINESS SOLUTIONS	Event Cards for 50 Plus Grads	69.22
234827	07/26/2018	WITMER PUBLIC SAFETY GROUP, INC	Supplies for school police	110.36
234828	07/26/2018	ROBERT C POST	Post rebate 2017	1,500.00
234829	07/26/2018	AGUSTIN & DORIS RODRIGUEZ	Rodriguez rebate 2017	575.00
234830	07/26/2018	ALBERT J WILSON JR	Wilson rebate 2017	575.00
234831	07/26/2018	ALEX TANGORRA	Tangorra rebate 2017	575.00
234832	07/26/2018	ALFRED & ROSEMARIE A ZITO	Zito rebate 2017	1,150.00
234833	07/26/2018	ALFREDO PADRON	Padron Rebate 2017	1,150.00
234834	07/26/2018	ALVAN & JOAN MORSE	Morse rebate 2017	575.00
234835	07/26/2018	ALY ABDELNABY	Abdelnaby Rebate 2017	700.00
234836	07/26/2018	ANDRE & EVELYNE LAURENT	Laurent rebate 2017	575.00
234837	07/26/2018	ANDREW KMAN	Kman rebate 2017	634.36
234838	07/26/2018	ANNA GELSA	Gelsa rebate 2017	750.00
234839	07/26/2018	ANNICE J BLOUNT	Blount Rebate 2017	1,150.00
234840	07/26/2018	ANTHONY TUMMINIA	Tumminia rebate 2017	1,150.00

# East Stroudsburg Area School District

## Date Range 7/13/18 through 8/10/18

### Listing of Bills

Check Number	Date	Vendor Name	Invoice Description	Check Amount
234841	07/26/2018	ANTONI J & KRYSZYNA LISEK	Lisek rebate 2017	1,150.00
234842	07/26/2018	ANTONIA WAGNER	Wagner rebate 2017	1,150.00
234843	07/26/2018	ARLENE KREUDER	Kreuder rebate 2017	575.00
234844	07/26/2018	ARTHUR A. SHICK	Shick rebate 2017	689.39
234845	07/26/2018	ARTHUR HEATER JR	Heater rebate 2017	700.00
234846	07/26/2018	ASCD STORE	Membership for William Riker 2	304.00
234847	07/26/2018	AUDREY N. DOMAN	Doman rebate 2017	575.00
234848	07/26/2018	BARBARA J HALTERMAN	Halterman rebate 2017	253.49
234849	07/26/2018	BARBARA L EVANS	Evans rebate 2017	575.00
234850	07/26/2018	BARBARA M SANDERS	Sanders rebate 2017	823.71
234851	07/26/2018	BARBARA SOUSA	Sousa rebate 2017	1,119.91
234852	07/26/2018	BEATRICE S. GOBEE	Gobee rebate 2017	575.00
234853	07/26/2018	BETSEY M HARRIS	Harris rebate 2017	575.00
234854	07/26/2018	BETTY J D'IMPERIO	D'Imperio rebate 2017	1,150.00
234855	07/26/2018	BEVERLY G FOLEY	Foley rebate 2017	700.00
234856	07/26/2018	BEVERLY POST	Post rebate 2017	509.71
234857	07/26/2018	BILLIE J KUNKLE	Kunkle rebate 2017	710.31
234858	07/26/2018	BONNIE & THOMAS RUDESKI	Rudeski rebate 2017	575.00
234859	07/26/2018	BRENDA I GUY	Guy rebate 2017	1,150.00
234860	07/26/2018	BRITE CLEANERS	Band Uniform Cleaning	868.80
234861	07/26/2018	BRUCE FRISBIE	Frisbie rebate 2017	575.00
234862	07/26/2018	BURL R. BRITT	Britt Rebate 2017	575.00
234863	07/26/2018	CARL HOPPE	Hoppe rebate 2017	1,150.00
234864	07/26/2018	CARLETTA MARTIN	Martin rebate 2017	575.00
234865	07/26/2018	CARMEN P MCSWEENEY	McSweeney rebate 2017	700.00
234866	07/26/2018	CAROL I DALRYMPLE	Dalrymple	596.01
234867	07/26/2018	CAROLE MCGARRY	McGarry rebate 2017	575.00
234868	07/26/2018	CAROLYN A. KLINGER	Klinger rebate 2017	1,150.00
234869	07/26/2018	CAROLYN B. LABAR	Labar rebate 2017	1,500.00
234870	07/26/2018	CAROLYN P. WILLIAMS	Williams rebate 2017	575.00
234871	07/26/2018	CATHERINE BOTTEN	Botten Rebate 2017	575.00
234872	07/26/2018	CATHERINE DRISCOLL	Driscoll rebate 2017	700.00
234873	07/26/2018	CECILIA FUSCO	Fusco rebate 2017	1,418.49
234874	07/26/2018	CHAPMAN REFRIGERATION LLC	TO PAY INVOICES FOR 2018-2019	965.00
234875	07/26/2018	CHAPTER 13 TRUSTEE	Payroll Run 1 - Warrant 180726	245.00
234876	07/26/2018	CHARLES & BARBARA WRAMAGE	Wramage rebate 2017	700.00
234877	07/26/2018	CHARLES & LOIS KLINGEL JR	Klingel rebate 2017	575.00
234878	07/26/2018	CHARLES DYSON	Dyson rebate 2017	700.00
234879	07/26/2018	CHARLES GRIFFIN	Griffin rebate 2017	700.00
234880	07/26/2018	CHERI BURBANK	Burbank rebate 2017	575.00
234881	07/26/2018	CHRISTINE S LEGDON	Legdon rebate 2017	700.00
234882	07/26/2018	CONCETTA FRIEDFEL	Friedfel rebate 2017	575.00
234883	07/26/2018	CRE BUSHKILL GROUP	Reserve Golf Course -T.Dolph	400.00
234884	07/26/2018	DANIEL & ELAYNE ESKENAZI	Eskenzi rebate 2017	575.00
234885	07/26/2018	DAVID GOMEZ	Gomez rebate 2017	575.00
234886	07/26/2018	DELORES LABAR	Labar rebate 2017	575.00
234887	07/26/2018	DENNIS R. GURRY	Gurry rebate 2017	1,150.00
234888	07/26/2018	DIANE A BOSACK	Bosack Rebate 2017	575.00
234889	07/26/2018	DIXIE WILSON	Wilson rebate 2017	575.00
234890	07/26/2018	DOLORES IRVINE	Irvine rebate 2017	1,150.00
234891	07/26/2018	DONALD & MILDRED CONNELLY	Connelly Rebate 2017	575.00
234892	07/26/2018	DOUGLAS JENNINGS	Jennings rebate 2017	575.00
234893	07/26/2018	DROSOS & ANASTASIA PAPASTEFANOU	Papastefanou rebate 2017	1,150.00
234894	07/26/2018	E.S.E.A.	Payroll Run 1 - Warrant 180726	309.50
234895	07/26/2018	EARL & DENISE ROBERTS	Roberts rebate 2017	575.00
234896	07/26/2018	EAST STROUDSBURG	Payroll Run 1 - Warrant 180726	2,550.98
234897	07/26/2018	ED FOUNDATION OF ES/GENERAL FUND	Payroll Run 1 - Warrant 180726	28.00
234898	07/26/2018	EDITH BATCHLER	Batchler Rebate 2017	220.77
234899	07/26/2018	EDITH TWEED	Tweed rebate 2017	1,053.53
234900	07/26/2018	EDWARD & MARIE FUNK	Funk rebate 2017	575.00
234901	07/26/2018	EDWARD APICELLA & YVETTE GREENBAUM	Apicella rebate 2017	575.00

# East Stroudsburg Area School District

## Date Range 7/13/18 through 8/10/18

### Listing of Bills

Check Number	Date	Vendor Name	Invoice Description	Check Amount
234902	07/26/2018	EDWARD DIETERLE	Dieterle Rebate 2017	575.00
234903	07/26/2018	EDWARD & KATHLEEN SMITH	Smith rebate 2017	575.00
234904	07/26/2018	ELEANOR A. CONCANNON	Concannon Rebate 2017	575.00
234905	07/26/2018	ELEANOR LOVELY	Lovely rebate 2017	1,150.00
234906	07/26/2018	ELIZABETH A JOHNSON	Johnson rebate 2017	700.00
234907	07/26/2018	ELIZABETH COTTON	Cotton Rebate 2017	575.00
234908	07/26/2018	EMMA FODI	Fodi rebate 2017	1,150.00
234909	07/26/2018	ERMA J. POWELL	Powell rebate 2017	575.00
234910	07/26/2018	ESTELLA A THOMPSON	Thompson rebate 2017	1,150.00
234911	07/26/2018	ESTHER MITCHELL	Mitchell rebate 2017	575.00
234912	07/26/2018	ETHEL M. WOOD	Wood rebate 2017	575.00
234913	07/26/2018	FLORIDO BARBIERI	Barbieri rebate 2017	700.00
234914	07/26/2018	FRANCES K. BOGNAR	Bognar Rebate 2017	700.00
234915	07/26/2018	FRANCES ROTH	Roth rebate 2017	1,150.00
234916	07/26/2018	FRANCIS BUTTS	Butts rebate 2017	575.00
234917	07/26/2018	FRANCISZEK & BOZENIA NIESTEPSKI	Niestepski rebate 2017	575.00
234918	07/26/2018	FRANK E DYMOND	Dymond rebate 2017	575.00
234919	07/26/2018	FREDA YOUNG	Young rebate 2017	700.00
234920	07/26/2018	FREDERICK BAIRD	Baird Rebate 2017	575.00
234921	07/26/2018	FREDERICK J. SAPUTO	Saputo rebate 2017	575.00
234922	07/26/2018	FRIENDS OF NEPA WRESTLING	SOUTH WRESTLING ENTRY FEE XCAL	500.00
234923	07/26/2018	GEORGE & LINDA KLEIN	Klein rebate 2017	575.00
234924	07/26/2018	GEORGE S. DEWITT	Dewitt rebate 2017	575.00
234925	07/26/2018	GEORGE SPEZIALE	Speziale rebate 2017	1,150.00
234926	07/26/2018	GEORGIA J DILEO	Dileo rebate 2017	1,314.99
234927	07/26/2018	GERALDINE M. BROWN	Brown Rebate 2017	575.00
234928	07/26/2018	GERALDINE WILLIAMS	Williams rebate 2017	575.00
234929	07/26/2018	GLENDORA HENNING	Henning Rebate 2017	575.00
234930	07/26/2018	HAB-DLT	Payroll Run 1 - Warrant 180726	28.52
234931	07/26/2018	DAVID R. & AGNES M. HARMAN	Harman rebate 2017	575.00
234932	07/26/2018	HAROLD & SUZANNE HENRY	Henry Rebate 2017	575.00
234933	07/26/2018	HAROLD HONEYCHURCH	Honeychurch	293.68
234934	07/26/2018	HAROLD W. SIPPEL & CATHERINE R. CROUGHN	Sippel rebate 2017	575.00
234935	07/26/2018	HARRIET EITZENBERGER	Eitzenberger rebate 2017	1,150.00
234936	07/26/2018	HARRY & ANNA WOLBERT	Wolbert rebate 2017	575.00
234937	07/26/2018	HARRY W HELLER	Heller Rebate 2017	1,038.75
234938	07/26/2018	HARRY W MCMURRAY	McMurray rebate 2017	1,150.00
234939	07/26/2018	HECTOR L ORTIZ & YOLANDA OLSON	Ortiz rebate 2017	700.00
234940	07/26/2018	HELEN L WALLACE	Wallace rebate 2017	917.72
234941	07/26/2018	HELEN S. DECKER	Decker Rebate 2017	1,150.00
234942	07/26/2018	HELEN WHITTAKER	Whittaker rebate 2017	1,101.47
234943	07/26/2018	HELENA R. BELISLE	Belisle Rebate 2017	174.95
234944	07/26/2018	HENRY & ERNA BUSEKROOS	Busekroos rebate 2017	575.00
234945	07/26/2018	HENRY SCHNEIDER SR	Schneider rebate 2017	575.00
234946	07/26/2018	IDELL JOHNSON	Johnson rebate 2017	575.00
234947	07/26/2018	INTERBORO PACKAGING CORP	CUSTODIAL SUPPLIES BID #15	642.00
234948	07/26/2018	IRENE E SUA	Sua rebate 2017	575.00
234949	07/26/2018	ISAAC DURING	During rebate 2017	575.00
234950	07/26/2018	JACQUELINE LYTLE	Lytle rebate 2017	575.00
234951	07/26/2018	JAMES & MARY HERRIOTT	Herriott rebate 2017	575.00
234952	07/26/2018	JAMES PENZAVECCHIA	Penzavecchia rebate 2017	575.00
234953	07/26/2018	JANA MAY	May rebate 2017	1,150.00
234954	07/26/2018	JANE L. GITTENS	Gittens rebate 2017	575.00
234955	07/26/2018	JANET E. RICHARDS	Richards rebate 2017	575.00
234956	07/26/2018	JANET FREDERICK	Frederick rebate 2017	1,150.00
234957	07/26/2018	JAY F ARMITAGE	Reimbursement to buy sights for rifles frm NRA Gra	1,033.56
234958	07/26/2018	JEANETTE GOMES	Gomes rebate 2017	1,500.00
234959	07/26/2018	JERRY FISH	Fish rebate 2017	493.18
234960	07/26/2018	JIRINA MEIXNER	Meixner rebate 2017	1,500.00
234961	07/26/2018	JO ANN AMBIO	Ambio Rebate 2017	700.00
234962	07/26/2018	JOAN E BRUSH	Brush rebate 2017	575.00



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234963	07/26/2018	JOAN F MORATH	Morath rebate 2017	575.00
234964	07/26/2018	JOAN MCGRATH	McGrath rebate 2017	965.60
234965	07/26/2018	JOANNE R. NELSON	Nelson rebate 2017	1,150.00
234966	07/26/2018	JOHN E SHMIDHEISER	Shmidheiser rebate 2017	1,150.00
234967	07/26/2018	JOHN MORROW JR	Morrow rebate 2017	575.00
234968	07/26/2018	JOHN O'ROURKE	O'Rourke rebate 2017	1,150.00
234969	07/26/2018	JOHN SHOEMAKER	Shoemaker rebate 2017	575.00
234970	07/26/2018	JOHN SUTO	Suto rebate 2017	575.95
234971	07/26/2018	JOHN T. BOLLES SR.	Bolles rebate 2017	1,150.00
234972	07/26/2018	JORGE & AMADA COROMINAL	Corominal Rebate 2017	575.00
234973	07/26/2018	JOSEPH & DORA BIGHAM	Bigham rebate 2017	700.00
234974	07/26/2018	JOSEPH & KATHLEEN DEFORREST	Deforrest rebate 2017	575.00
234975	07/26/2018	JOSEPH & LUZ MEDINA	Medina rebate 2017	375.00
234976	07/26/2018	JOSEPH & MARY GILL	Gill rebate 2017	700.00
234977	07/26/2018	JOSEPH CHRISTMAN	Christman Rebate 2017	575.00
234978	07/26/2018	JOSEPH H. BRUSH	Brush rebate 2017	575.00
234979	07/26/2018	JOSEPH POLICASTRO	Policastro rebate 2017	1,150.00
234980	07/26/2018	JOSEPH RUSSO	Russo rebate 2017	1,150.00
234981	07/26/2018	JOSEPH SQUIRES SR	Squires rebate 2017	575.00
234982	07/26/2018	JOSEPH T. KANE	Kane rebate 2017	575.00
234983	07/26/2018	JOSEPHINE A. HOWEY	Howey rebate 2017	700.00
234984	07/26/2018	JOYCE HELLER	Heller Rebate 2017	700.00
234985	07/26/2018	JUAN ORTIZ	Ortiz rebate 2017	307.42
234986	07/26/2018	JUDITH JONES	Jones rebate 2017	575.00
234987	07/26/2018	K. MICHAEL BOUSHELL	Boushell Rebate 2017	1,150.00
234988	07/26/2018	KAREN DUDLEY	Dudley rebate 2017	575.00
234989	07/26/2018	KATHLEEN SCHRECK	Schreck rebate 2017	575.00
234991	07/26/2018	LAILA MOUSTAFA	Moustafa rebate 2017	1,109.46
234992	07/26/2018	LETTY THOMAS	Thomas rebate 2017	700.00
234993	07/26/2018	LINA KOERNER	Koerner rebate 2017	1,150.00
234994	07/26/2018	LINETTE M ZACCARO	Zaccaro rebate 2017	575.00
234995	07/26/2018	LLOYD & WANDA LEAP	Leap rebate 2017	575.00
234996	07/26/2018	LOIS EVANS	Evans rebate 2017	575.00
234997	07/26/2018	LOIS FREDRICK	Fredrick rebate 2017	1,150.00
234998	07/26/2018	LUCIDSOFTWARE	RENEWAL LUCID PRESS	15,000.00
234999	07/26/2018	LUIS & CARMEN BONETA	Boneta Rebate 2017	700.00
235000	07/26/2018	LUIS HOMAR	Homar rebate 2017	575.00
235001	07/26/2018	LUNCH ACCT REFUND	REFUND DENISE SCHAAL 126248	7.45
235002	07/26/2018	LYNN & SUSAN LESOINE	Lesoine rebate 2017	575.00
235003	07/26/2018	MAE J. GRAMBERT	Grambert rebate 2017	1,150.00
235004	07/26/2018	MARGARET C. BUTZ	Butz Rebate 2017	1,150.00
235005	07/26/2018	MARGARET GREEN	Green rebate 2017	1,150.00
235006	07/26/2018	MARGARET H. HOLMES	holmes rebate 2017	1,150.00
235007	07/26/2018	MARIA CONCEPCION	Concepcion rebate 2017	1,500.00
235008	07/26/2018	MARIAN A. CRAMER	Cramer Rebate 2017	727.66
235009	07/26/2018	ESTATE OF MARIAN T. ALBERT	Albert estate rebate 2017	383.28
235010	07/26/2018	MARIANNE DAGGRES	Daggres Rebate 2017	700.00
235011	07/26/2018	MARIANNE MILLER	Miller rebate 2017	575.00
235012	07/26/2018	MARIE A FITZGERALD-MEADE	Fitzgerald-Meade rebate 2017	1,044.97
235013	07/26/2018	MARK & DONNA LAWLESS	Lawless rebate 2017	700.00
235014	07/26/2018	MARLENA P PATTERSON	Patterson rebate 2017	575.00
235015	07/26/2018	MARLIS MILLER	Miller rebate 2017	575.00
235016	07/26/2018	MARTHA I. LABAR	Labar rebate 2017	575.00
235017	07/26/2018	MARY ALYCE MCDONALD	McDonald rebate 2017	575.00
235018	07/26/2018	MARY CRISCI	Crisci rebate 2017	575.00
235019	07/26/2018	MARY EURICH	Eurich rebate 2017	700.00
235020	07/26/2018	MARY PIERRO	Pierro rebate 2017	700.00
235021	07/26/2018	MARY STREMME	Stremme rebate 2017	575.00
235022	07/26/2018	MARYANN KELLY	Kelly rebate 2017	795.57
235023	07/26/2018	MELVIN CLARKE	Clarke Rebate 2017	700.00
235024	07/26/2018	MICHAEL M. PIERCE	Pierce rebate 2017	1,150.00

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235025	07/26/2018	MICHAEL MEHRINGER	Mehringer rebate 2017	1,150.00
235026	07/26/2018	MILTON & ADELAIDE RODRIGUEZ	Rodriguez rebate 2017	575.00
235027	07/26/2018	MONROE COUNTY CONTROL CENTER	24/7 Emerg. Serv with Monroe C	10,048.01
235028	07/26/2018	MORAVIAN ACADEMY ATHLETICS	NORTH & SOUTH FIELD HOCKEY DUE	260.00
			NORTH/LEHMAN CROSS COUNTRY MOR	225.00
			SOUTH & JTL CROSS COUNTRY LION	225.00
235029	07/26/2018	N GERALDINE CRAMER	Cramer Rebat 2017	575.00
235030	07/26/2018	NANCY BITTNER	Bittner Rebate 2017	575.00
235031	07/26/2018	NANCY DEVIZIA	Devizia rebate 2017	1,150.00
235032	07/26/2018	NANCY E. IHNEN	Ihnen rebate 2017	575.00
235033	07/26/2018	NANCY HELMS	Helms Rebate 2017	842.63
235034	07/26/2018	NANCY HERR	Herr Rebate 2017	575.00
235035	07/26/2018	NANCY READ	Read rebate 2017	575.00
235036	07/26/2018	NANCY T PETERS	Peters rebate 2017	575.00
235037	07/26/2018	NANDO ZIRASCHI	Ziraschi rebate 2017	575.00
235038	07/26/2018	NATIONAL SCHOOL BOARDS ASSOCIATION	Board Membership to NSBA-20190	4,165.00
235039	07/26/2018	NEW HOLLAND FORD LINCOLN MERCURY	Two vans- Van One -4972	28,177.00
			Two vans-Van 2 -4976	28,177.00
235040	07/26/2018	NINA HERBSTER	Herbster Rebate 2017	575.00
235041	07/26/2018	PA ASSOCIATION OF SCHOOL ADMINSTRATORS	Membership for William Riker-r	1,685.00
235042	07/26/2018	PA SCHOOL BOARDS ASSOCIATION (PSBA)	Board Members Membership to PS	15,025.00
			PSBA Conf fee for Board Member	1,482.00
			PSBA Conference Fee for Willia	391.00
235043	07/26/2018	PAMELA DODD	Dodd rebate 2017	575.00
235044	07/26/2018	PATRICIA A SCHMIDT	Schmidt rebate 2017	700.00
235045	07/26/2018	PATRICIA KELLY	Kelly rebate 2017	227.24
235046	07/26/2018	PATRICIA LOCOMBO	Locombo rebate 2017	1,500.00
235047	07/26/2018	PATRICIA MURPHY	Murphy rebate 2017	700.00
235048	07/26/2018	PATRICIA SMITH	Smith rebate 2017	1,150.00
235049	07/26/2018	PATSY SMITH	Smith rebate 2017	281.63
235050	07/26/2018	PENNSYLVANIA HIGHER EDUCATION AGENCY	Payroll Run 1 - Warrant 180726	772.33
235051	07/26/2018	PERLIE BALDWIN	Baldwin rebate 2017	575.00
235052	07/26/2018	PETTY CASH - CAFETERIA	STARTING BANKS FOR CASHIERS 2018-2019 SCHOOL YEAR	1,150.00
235053	07/26/2018	PHILIP & CATHERINE KRAUTKREMER	Krautkremer rebate 2017	700.00
235054	07/26/2018	PHILIP J. LAPERNA	Laperna rebate 2017	575.00
235055	07/26/2018	PLEASANT VALLEY ELEMENTARY	NORTH VOLLEYBALL PV ENTRY FEE	350.00
235056	07/26/2018	PROQUEST INFORMATION & LEARNING	ProQuest Database Renewal-repl	7,100.00
235057	07/26/2018	RAFAEL & DANAIDES FERREIRA	Ferreira rebate 2017	575.00
235058	07/26/2018	RANDOLFO & MARIA ASTACIO	Astacio Rebate 2017	1,150.00
235059	07/26/2018	RIASSA LUTZ	Lutz rebate 2017	1,500.00
235060	07/26/2018	RICHARD PICCIONE	Piccione rebate 2017	1,150.00
235061	07/26/2018	RICHARD & THERESA LOSS	Loss rebate 2017	575.00
235062	07/26/2018	ROBERT & MARGARET VARENKAMP	Varenkamp rebate 2017	575.00
235063	07/26/2018	ROBERT & ROSA GESUMARIA	Gesurmria rebate 2017	575.00
235064	07/26/2018	RONALD & KAREN MILLER	Miller rebate 2017	575.00
235065	07/26/2018	RONALD BERBBERICH	Berbbberich Rebate 2017	575.00
235066	07/26/2018	RONALD R. & BARBARA M. SWARTZ	Swartz rebate 2017	575.00
235067	07/26/2018	ROSEMARY RAMOS	Ramos rebate 2017	700.00
235068	07/26/2018	RUDOLPH J BEM	Bem rebate 2017	800.00
235069	07/26/2018	RUFUS A TURNER	Turner rebate 2017	575.00
235070	07/26/2018	RUTH GOUSE	Gouse rebate 2017	575.00
235071	07/26/2018	SCHUYLKILL VALLEY SPORTING GOODS	NORTH BOYS SOCCER	4,499.60
			NORTH GIRLS SOCCER	4,459.60
235072	07/26/2018	SHIRLEY STAPLES	Staples rebate 2017	575.00
235073	07/26/2018	SOK MING LEE	Lee rebate 2017	575.00
235074	07/26/2018	SONIA RICARDO	Ricardo rebate 2017	575.00
235075	07/26/2018	STEPHEN & PATRICIA WHITE	White rebate 2017	575.00
235076	07/26/2018	SVETKO JURJEVIC	Jurjevic rebate 2017	1,150.00
235077	07/26/2018	SVETLANA & MARIO PESA	Pesa rebate 2017	1,150.00
235078	07/26/2018	THE MILLER CENTER FOR RECREATION & WELLNESS	Entry fee for Summer Slam Basketball Tournament	300.00
235079	07/26/2018	THERESA BLOCK	Block Rebate 2017	928.19

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Check Number	Date	Vendor Name	Invoice Description	Check Amount
235080	07/26/2018	THERESA SHIEPKO	ShiepkO rebate 2017	173.31
235081	07/26/2018	THOMAS A O'DONNELL SR.	O'Donnell rebate 2017	1,060.51
235082	07/26/2018	THOMAS ANTHONY	Anthony Rebate 2017	700.00
235083	07/26/2018	TITUS & MARIA EBERLY	Eberly rebate 2017	575.00
235084	07/26/2018	TOPP BUSINESS SOLUTIONS	equip contract 2129-01 tech ed	1,120.49
235085	07/26/2018	U.S. DEPARTMENT OF EDUCATION	Payroll Run 1 - Warrant 180726	267.49
235086	07/26/2018	VICKI TEGANO	Tegano rebate 2017	575.00
235087	07/26/2018	VICTOR & ALBA SANTIAGO	Santiago rebate 2017	575.00
235088	07/26/2018	VICTOR TORRES	Torres rebate 2017	1,268.25
235089	07/26/2018	VILMA RAVO	Ravo rebate 2017	575.00
235090	07/26/2018	VINCENT & ANGELA IACOUZZE	Iacouzze rebate 2017	575.00
235091	07/26/2018	VIRGINIA M. BRODERICK	Broderick Rebate 2017	647.56
235092	07/26/2018	VITO A CAPITELLI	Capitelli Rebate 2017	1,150.00
235093	07/26/2018	WALTER R ANDERSON	Anderson rebate 2017	1,229.75
235094	07/26/2018	WALTER WESCOTT & CAROL A.	Wescott rebate 2017	575.00
235095	07/26/2018	WILFREDO CRESPO	Crespo Rebate 2017	575.00
235096	07/26/2018	WILLIAM D & BARBARA L YOHE	Yohe rebate 2017	700.00
235097	07/26/2018	WILLIAM III & SHARON HOWELL	Howell rebate 2017	575.00
235098	07/26/2018	WILLIAM PARKER	Parker rebate 2017	575.00
235099	07/26/2018	WILMA ONEY	Oney rebate 2017	575.00
235100	07/26/2018	WINIFRED LIPTAK	Liptak rebate 2017	462.65
235101	07/26/2018	YURIY CHIPIGA	Chippa rebate 2017	575.00
235102	07/26/2018	YVONNE M SMITH	Smith rebate 2017	575.00
235103	07/26/2018	ZEPHYR MAT CLUB	SOUTH WRESTLING ZEPHYR MAT CLU	325.00
235104	08/03/2018	A.J. SMITH ELECTRIC MOTOR SERVICE	MOTOR PARTS	602.20
235105	08/03/2018	ABC TROPHIES, INC.	Chess Champion Trophy 1-3W6 W/	14.75
235106	08/03/2018	ALLSTATE SEPTIC SYSTEMS, LLP	PUMP SEWAGE	255.00
235107	08/03/2018	AMAZON.COM	Amazon	64.63
			ARTHUR LOCKED IN THE LIBRARY!:	92.93
			books	98.62
			Emotional Support items	464.15
			energy crossroad videos	169.50
			Metallic Parchment Certificate	70.26
			SOUTH GIRLS SOCCER-REPLACES 20	344.00
			SOUTH GIRLS TENNIS-REPLACES 20	232.84
235108	08/03/2018	AMERICAN RED CROSS	CPR/FIRST AID CERTIFICATION THOUGH ACCESS FUNDS	7,945.00
235109	08/03/2018	ASPEN PEST SERVICES, LLC	ADMIN PEST CONTROL	67.70
			BUSHKILL OPEN PO	60.50
			ese pest control open purchase	108.40
			HS SOUTH PEST CONTROL	50.75
			hsn open po	71.60
			JM HILL PEST CONTROL	42.70
			jtl open po	53.65
			leh open purchase order	61.85
			MSE OPEN PURCHASE ORDER	62.65
			RES OPEN PO	57.00
			SME OPEN PURCHASE ORDER ASPEN	40.00
			SMITHFIELD PEST CONTROL	34.00
235110	08/03/2018	BOLLINGER LAW FIRM, LLC	LEGAL FEES	1,597.50
235111	08/03/2018	CLEAR CHOICE GLASS AND MIRROR	WINDSHIELD REPAIR	55.00
235112	08/03/2018	COLONIAL INTERMEDIATE UNIT 20	ACTIVELY ENGAGING STUDENT CONFERENCE	25.00
			CPR CERTIFICATION	200.00
			ESL Cookbooks	178.00
			INSTRUCTIONAL COST FOR MAY	87,409.81
			OPERATING EXPENSES FOR MAY & JUNE	10,767.72
			tardy slips	130.65
			TRANSPERFECT	11.50
235113	08/03/2018	COMMUNICATIONS SYSTEMS, INC.	PA SYSTEM FOR JTL PO#18002981	18,000.00
235114	08/03/2018	D'HUY ENGINEERING, INC.	STORM PIPE INSPECTION	780.00
235115	08/03/2018	DAILEY RESOURCES	MILLERMATIC 252 WEILDER	2,564.00
			TILLMAN 1000	32.20



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Check Number	Date	Vendor Name	Invoice Description	Check Amount
235116	08/03/2018	DANIEL B PATASCHER	Expense claim # 1798. TUITION REIMBURSEMENT	920.00
235117	08/03/2018	DAY WIRELESS SYSTEMS	MOTOROLA RADIOS	12,759.75
235118	08/03/2018	DEATRICE LOWE C/O LEHMAN INTERMEDIATE SCHOOL	Expense claim # 1803. ANXIETY IN THE CLASSROOM	59.41
235119	08/03/2018	DIRECT ENERGY BUSINESS	ESE JUNE NATURAL GAS	295.13
			HS SOUTH JUNE NATURAL GAS	2,110.71
			JTL JUNE NATURAL GAS	905.98
235120	08/03/2018	EAST STROUDSBURG UNIVERSITY	HS NORTH SUMMER 2018 STRENGTH & CONTITIONING	2,000.40
			HS SOUTH SUMMER 2018 STRENGTH & CONTITIONING	2,000.40
235121	08/03/2018	EAST STROUDSBURG UNIVERSITY	SPRING 2018 TUITION PER P.E.T. PROGRAM	29,700.00
235122	08/03/2018	ELEANOR A DELLA-CALC	Expense claim # 1795. TUITION REIMBURSEMENT	460.00
235123	08/03/2018	EMERGENCY SYSTEMS SERVICE COMPANY	REPLACE BATTERY	243.98
			SERVICE GENERATOR	1,866.16
235124	08/03/2018	ENGLE HAMBRIGHT & DAVIES, INC.	2018 RISK CONTROL FEE INV 7323	65,000.00
			2018/2018 BUSINESS AUTO POLICY	117,259.00
			2018/2018 GENERAL LIABILITY IN	41,039.00
			2018/2019 CYBER LAIBILITY POLI	6,875.00
			2018/2019 EQUIPMENT BREAKDOWN	13,354.00
			2018/2019 EXCESS LIABILITY POL	24,666.00
			2018/2019 EXCESS WORKERS INV 7	74,287.00
			2018/2019 PROPERTY POLICY	243,372.00
			2018/2019 SCHOOL LEADERS INV 7	56,467.00
			2018/2019 STUDENT ACCIDENT POL	41,030.00
235125	08/03/2018	LANG WASTE SERVICES CORP	PUMPED TANKS AT NORTH CAMPUS	3,420.00
235126	08/03/2018	EVERGREEN COMMUNITY CHARTER SCHOOL	REFUND PARTICIPATION FEE FOR TRACK & FIELD	298.65
			REFUND PARTICIPATION FEE SWIM TEAM	542.92
			REFUND PARTICIPATION FEE TRACK & FIELD	298.65
235127	08/03/2018	FRANCOIS MARIA	Expense claim # 1797. TUITION REIMBURSEMENT	1,500.00
235128	08/03/2018	FRONTIER	FRONTIER OPEN PURCHASE ORDER	1,955.39
235129	08/03/2018	GEORGE CARAMELLA	ESY SUMMER PROGRAM 2018	1,473.60
235130	08/03/2018	THE GOODYEAR TIRE & RUBBER COMPANY	TRANSPORTATION SUPPLIES	254.40
235131	08/03/2018	INSERVCO INSURANCE SERVICES, INC.	CLAIM FEE	1,550.97
235132	08/03/2018	INTEGRAONE	CHROM BOOKS REPAIR	876.00
235133	08/03/2018	INTERSTATE TAX SERVICE BUREAU	ITS INV 17587	922.14
235134	08/03/2018	J.W.PEPPER & SONS-ACCT.#36-136400	JW Pepper Sheet Music	45.00
235135	08/03/2018	KATHLEEN P MUNIZ	Expense claim # 1796. TUITION REIMBURSEMENT	3,000.00
235136	08/03/2018	KEYSTONE FIRE PROTECTION CO.	FIRE EXTINGUISHER INSPECTION	782.55
235137	08/03/2018	KING, SPRY, HERMAN, FREUND & FAUL, LLC	LEGAL FEES	4,836.50
235138	08/03/2018	LEON CLAPPER, INC.	backflow test	1,800.00
235139	08/03/2018	MARY ZAJAC	Expense claim # 1799. TUITION REIMBURSEMENT	870.00
235140	08/03/2018	MAZZITTI & SULLIVAN EAP SERVICES	MAZZITI INV FOR JULY 1, 2018-2	5,350.50
			QUARTERLY INVOICE FOE EMPLOYEE ASSISTANCE PROGRAM	5,350.50
235141	08/03/2018	MET-ED	HS SOUTH JULY ELECTRIC 100017327568	25,114.88
			JM HILL JULY ELECTRIC 100105710071	4,681.55
			RESICA JULY ELECTRIC 100016949099	3,955.86
			SMITHFIELD JULY ELECTRIC 100066917749	5,914.31
			TRAFFIC LIGHT ELECTRIC 100016944322	19.29
			TRAFFIC LIGHT ELECTRIC 100016991349	19.15
			TRAFFIC LIGHT ELECTRIC 100017096742	19.29
			TRAFFIC LIGHT ELECTRIC 100019284494	19.47
			TRAFFIC LIGHT ELECTRIC 100031621210	19.15
			TRAFFIC LIGHT ELECTRIC 100054179492	33.32
			TRAFFIC LIGHT ELECTRIC 100075377489	30.64
235142	08/03/2018	METRO TECHNOLOGY INC	Metro Alert System for School	7,429.00
235143	08/03/2018	MODERN GAS SALES, INC.	LEHMAN PROPAIN FOR POOL	335.91
235144	08/03/2018	MONROE CAREER AND TECHNICAL INSTITUTE	MCTI CAP IMPROV FUND MONPAY-2	13,350.42
			MCTI OPERATING PAYMENT FOR 18/August	159,409.00
235145	08/03/2018	MOUSER ELECTRONICS	Open PO	390.00
235146	08/03/2018	NCS PEARSON, INC.	PEARSON OLSAT REPORTS	2,911.27
235147	08/03/2018	NCS PEARSON, INC.	PEARSON OLSAT REPORTS	699.61
235148	08/03/2018	NESTLE WATERS NORTH AMERICA	WATER	761.95
235149	08/03/2018	NOTABLE INCORPORATED	RENEWAL OF KAMI-REPLACES 20190	10,000.00

# East Stroudsburg Area School District

## Date Range 7/13/18 through 8/10/18

### Listing of Bills

Check Number	Date	Vendor Name	Invoice Description	Check Amount
235150	08/03/2018	ORIENTAL TRADING	Gen Supp. for JTL SWPBS Incent	147.40
			JM Hill SWPBS Gen supplies	199.20
			MSE SWPBS General supplies	135.56
235151	08/03/2018	PA SCHOOL BOARDS ASSOCIATION (PSBA)	PUPIL TRANSPORTATION SYMPOSIUM	50.00
235152	08/03/2018	PENNSYLVANIA ONE CALL SYSTEM, INC.	SERVICE FEE	86.40
235153	08/03/2018	PETTY CASH HUMAN RESOURCES	HUMAN RESOURCES	44.61
235154	08/03/2018	PHILIP ROSENAU CO., INC.	hss open po	541.66
			jtl openpo-PO#18000427	121.70
			SME PHILIP ROSENAU OPEN PURCHA	75.34
235155	08/03/2018	POSTMASTER	MIDDLE SMITHFIELD SCHOOL YEAR MEDICAL RECORDS	98.00
235156	08/03/2018	POSTMASTER	MIDDLE SMITHFIELD JULY 2018 POSTAGE	490.00
235157	08/03/2018	PRO-VISION	Finance Charge for late payment inv#313511	2.07
			OVER DUE BALANCE	2.07
235158	08/03/2018	PROSSER LABORATORIES, INC.	BUS GARAGE WATER TESTING	30.00
			NORTH CAMPUS EFFLUENT TESTING	298.00
			POOL TESTING	268.00
			WATER TEASTING	74.00
			WATER TESTING	625.00
235159	08/03/2018	RESERVE ACCOUNT	POSTAGE FOR ADMIN BLDG 21685771	2,500.00
235160	08/03/2018	RICHARD METZGAR	Expense claim # 1802. TUITION REIMBURSEMENT	255.00
235161	08/03/2018	ROBERT M. SIDES FAMILY MUSIC CENTERS	Sides Music Instrument Repairs	134.75
235162	08/03/2018	ROTO-ROOTER	JETTED FROM PUMP STATION BY BUS LOT	8,062.50
235163	08/03/2018	RYDIN DECAL	Rydin Decal-Student Parking Pa Unpaid freight chrg	20.59
235164	08/03/2018	SHI INTERNATIONAL CORP	ANYWHERE CART AC MINI ROBOTICS	399.00
235165	08/03/2018	SMITHFIELD SEWER AUTHORITY	ESE 2ND QUARTER SEWER FEE	4,875.00
			JTL 2ND QUARTER SEWER USER FEE	8,775.00
235166	08/03/2018	SOUTH JERSEY ENERGY	HS SOUTH STADIUM JUNE NATURAL GAS	45.32
			JM HILL JUNE NATURAL GAS	605.26
235167	08/03/2018	STEPHEN LASTRA	Summer school event Dr. Planet	350.00
235168	08/03/2018	STEVE SHANNON TIRE & AUTO CENTER	CORRECTED INVOICE BALANCE	35.00
			TRANSPORTATION SUPPLIES	29.50
235169	08/03/2018	SUSANNE S RASELY-PHILLIPS	Expense claim # 1801. TUITION REIMBURSEMENT	3,000.00
235170	08/03/2018	THE SCRANTON TIMES	POSTAGE MACHINE ADVERTISING	583.30
235171	08/03/2018	THOMAS ARTHUR	Expense claim # 1800. TUITION REIMBURSEMENT	460.00
235172	08/03/2018	THOMAS F. DIRVONAS	MAY LEGAL FEE	8,035.36
235173	08/03/2018	W.B. MASON CO., INC.	Order benches and tables for t	2,730.00
235174	08/03/2018	WALMART COMMUNITY/GEMB	GENERAL SUPPLIES FOR SUMMER RE	332.26
			Open PO Walmart STEAM'R	224.17
			Open Purchase order for Emotio	149.32
			Open purchase order for genera	95.73
			Open Purchase order for JTL Li	349.07
			RECEIPT VOIDED CHARGED TAX	-286.28
			RTL GREAT - PROJECT LEAD THE WAY	270.08
			STEAM*R Supplies	223.93
			WAS VOIDED-TAX WAS CHARGED	286.28
235175	08/03/2018	WILLIAM V. MACGILL & CO.	MacGill - first aid supplies	396.81
235176	08/03/2018	WOODWIND & BRASSWIND	Band Supplies	1,221.49
235177	08/03/2018	ZONAR CONNECTED	Round black Asset NFC tag -Bal from original \$364.	164.24
235178	08/09/2018	ACUITY SPECIALTY PRODUCTS, INC.	supplies transportation	192.92
235179	08/09/2018	AGILE SPORTS TECHNOLOGIES	HUDL FOR ALL SPORTS-REPLACES po#19000435	6,998.00
235180	08/09/2018	AL ROBINSON	Robinson 2017 rebate	575.00
235181	08/09/2018	ALBERT SMITH	Reimbursement for Ammunition purchased at Dunklebu	122.06
235182	08/09/2018	AMPLIFIED IT, LLC	GOPHER FOR CHROME	750.00
235183	08/09/2018	ANACA TECHNOLOGIES	SPRINGBOARD CAREER CRUISING RE	2,580.00
235184	08/09/2018	APPLE INC.	APPLE LEASE	133,888.56
235185	08/09/2018	AUDIOLOGY CALIBRATION SPECIALISTS	Audiometer Calibrations	560.00
235186	08/09/2018	BARBARA J. BROWN	Brown 2017 rebate	575.00
235187	08/09/2018	BEATRICE CAHILL	Cahill 2017 rebate	652.06
235188	08/09/2018	BENDER'S TREE SERVICE LLC	Tree Removal	400.00
235189	08/09/2018	BRENDA ROAN	Roan 2017 rebate	1,150.00
235190	08/09/2018	BUS PARTS WAREHOUSE	Open Order for Parts	80.22



# East Stroudsburg Area School District

## Date Range 7/13/18 through 8/10/18

### Listing of Bills

Check Number	Date	Vendor Name	Invoice Description	Check Amount
235191	08/09/2018	CBK LODGE, LP	Summer Reading Incentive	297.00
235192	08/09/2018	CANFIELD'S PET AND FARM	SEED AIDE	24.00
235193	08/09/2018	CECILE C BUHR	Buhr 2017 rebate	1,500.00
235194	08/09/2018	UGI ENERGY .	ESE JULY GAS LINE CHARGE	503.14
			HSS JULY GAS LINE CHARGE	1,604.89
			JTL JULY GAS LINE CHARGE	796.10
235195	08/09/2018	CHAPTER 13 TRUSTEE	Payroll Run 1 - Warrant 180809	245.00
235196	08/09/2018	CHARLES P. & PATRICIA S. SOBOTKA JR	Sobotka 2017 rebate	575.00
235197	08/09/2018	CHARLES W DAILEY	OPENING TILL FOR NORTH TICKET BOOTH	600.00
235198	08/09/2018	CHARLES W DAILEY	FALL CONCESSION START-UP MONEY 2018	300.00
235199	08/09/2018	CHC MOTORS	Open Order for Repairs	2,641.60
235200	08/09/2018	CLAUDE S. CYPHERS, INC.	district generator batteries	2,375.35
			district generators	477.31
			hsn air compressors	39.02
			Open Order for Parts	18.95
			Open Order for Parts & Supplie	40.95
235201	08/09/2018	COLT PLUMBING SPECIALTIES	hss solenoid	107.50
			hss urinal	740.78
235202	08/09/2018	COMMONWEALTH OF PA	mse waste water fee	65.00
			north wastewater fee	100.00
			resica wastewater	100.00
235203	08/09/2018	CONRAD HICKETHIER	Hickethier 2017 rebate	700.00
235204	08/09/2018	COMPUTER SPORTS MEDICINE, INC	NORTH ATHLETIC TRAINER CSMI	350.00
235205	08/09/2018	DENISE S ROGERS	OPENING TILL FOR SOUTH TICKET BOOTH	1,500.00
235206	08/09/2018	DENISE S ROGERS	FALL CONCESSION START UP MONEY 2018	600.00
235207	08/09/2018	DONNA M SNAPP	PIZZA FOR BAND GRADUATION	105.20
235208	08/09/2018	DORA LAGATTUTA	La Gattuta 2017 rebate	1,150.00
235209	08/09/2018	DOUBLE M PRODUCTIONS	TO PURCHASE UNIFORMS FOR CAFET	4,311.25
235210	08/09/2018	E.S.E.A.	Payroll Run 1 - Warrant 180809	309.50
235211	08/09/2018	EAST STROUDSBURG	Payroll Run 1 - Warrant 180809	2,480.19
235212	08/09/2018	ED FOUNDATION OF ES/GENERAL FUND	Payroll Run 1 - Warrant 180809	28.00
235213	08/09/2018	EDGENUITY INC.	RENEWAL OF EDGENUITY	15,540.00
235214	08/09/2018	EDITH M. MILLER	Miller 2017 rebate	575.00
235215	08/09/2018	EDMENTUM	READING EGGS	7,098.00
235216	08/09/2018	ELIZABETH Z COLES	Coles 2017 rebate	575.00
235217	08/09/2018	ELLEN FENDER	Fender 2017 rebate	480.98
235218	08/09/2018	EPLUS TECHNOLOGY	BRIGHTLINK 395 INTERACTIVE PRO	257.28
235219	08/09/2018	FASTENAL COMPANY	OPEN ORDER FOR PARTS & TOOLS	74.82
235220	08/09/2018	FISHER & SON CO INC	OPEN ORDER FOR SUPPLIES	270.04
235221	08/09/2018	FIVE STAR INTERNATIONAL LLC	Open Order for Parts	34.78
235222	08/09/2018	FRANCISCO & GLADYS GONZALEZ	Gonzalez 2017 rebate	575.00
235223	08/09/2018	FRANK & GAIL JOEST	Joest 2017 rebate	575.00
235224	08/09/2018	FRONTIER	FRONTIER OPEN PURCHASE ORDER	382.37
235225	08/09/2018	GASPER FIORINO	Fiorino 2017 rebate	575.00
235226	08/09/2018	GENEVIEVE MAROTTA	Marotta 2017 rebate	1,150.00
235227	08/09/2018	GERALDINE HICSWA	Hicswa 2017 rebate	1,150.00
235228	08/09/2018	GLORIA WARNER	Warner 2017 rebate	700.00
235229	08/09/2018	THE GOODYEAR TIRE & RUBBER COMPANY	Open Order for Tires	1,327.40
235230	08/09/2018	GOVERNMENT SOFTWARE SERVICES	INVOICE 9251-July	350.00
235231	08/09/2018	HAB-DLT	Payroll Run 1 - Warrant 180809	200.62
235232	08/09/2018	HILLTOP SALES & SERVICE	OPEN ORDER FOR SUPPLIES & SERV	96.54
235233	08/09/2018	INTEGRAONE	Cyber School computers	16,392.25
235234	08/09/2018	IRONTON GLOBALL LLC	OPEN PURCHASE ORDER IRONTON-20	989.99
235235	08/09/2018	JEAN A. GENTILE	Gentile 2017 rebate	1,500.00
235236	08/09/2018	JOHN & ANNA WILLIAMS	Williams 2017 rebate	575.00
235237	08/09/2018	JOSEPH & JEANNE KOLCUN	Kolcun 2017 rebate	700.00
235238	08/09/2018	JUDY ROGERS	Rogers 2017 rebate	700.00
235239	08/09/2018	KAR BILL ENTERPRISES, INC	DISTRICT GASOLINE FOR JULY 2018	1,904.21
235240	08/09/2018	KATHLENE WOLFE	Wolfe 2017 rebate	575.00
235241	08/09/2018	KATHY MARTENS	Martens 2017 rebate	575.00
235242	08/09/2018	KEITH A. SCHWARTZ	Schwartz 2017 rebate	1,150.00

# East Stroudsburg Area School District

## Date Range 7/13/18 through 8/10/18

### Listing of Bills

Check Number	Date	Vendor Name	Invoice Description	Check Amount
235243	08/09/2018	KEYSTONE REALTY ADVISORS	111 Brown St. Sybra Inc. 05/119021	5,851.00
			270 S. Courtland St. 2002E-52 05-3/1/519	14,338.00
			Lawton Rd & 104 Joel -SH 729-744 16/5/2/2	58,756.00
235244	08/09/2018	KING, SPRY, HERMAN, FREUND & FAUL, LLC	Welch, Ariel Lucille Expulsion	674.00
235245	08/09/2018	LAURA FARINA	Farina 2017 rebate	575.00
235246	08/09/2018	LOTTIE DARDEN	Darden 2017 rebate	1,500.00
235247	08/09/2018	WILLIAM F. PETTERSON	UP,UP AWAY ASSEMBLY-MAD SCIENC Middle Smithfield	400.00
235248	08/09/2018	MANWALAMINK WATER COMPANY	SMITHFIELD JULY 2018 WATER/SEWER	390.06
235249	08/09/2018	MARGARET GRODZKI	Grodzki 2017 rebate	575.00
235250	08/09/2018	MARILYN D'ANGELO	D'Angelo 2017 rebate	700.00
235251	08/09/2018	FRANK MARTZ COACH COMPANY	PROM 2019 BUS DEPOSIT	1,600.00
235252	08/09/2018	MARY NUGENT	Nugent 2017 rebate	575.00
235253	08/09/2018	MARY REGO	Rego 2017 rebate	575.00
235254	08/09/2018	MET-ED	ESE JULY ELECTRIC 100065663211	7,291.46
			JTL JULY ELECTRIC 100019615861	9,176.18
235255	08/09/2018	MICHELE CLARK	Clark 2017 rebate	575.00
235256	08/09/2018	MONROE COUNTY CONSERVATION DISTRICT	Steam-R contract Assembly w/Ke	150.00
235257	08/09/2018	MUSIC THEATRE INTERNATIONAL	ROLALTY FEE AND RENTER FEES	3,115.00
235258	08/09/2018	NASCO (QOUTE#45950)	musical theater supplies	181.63
235259	08/09/2018	NATIONAL CHEERLEADERS ASSOCIATION	CAMP FINAL PAYMENT	4,088.00
235260	08/09/2018	OTIS ELEVATOR COMPANY	otis district contract	46,821.27
			otis elevator contract	5,186.76
235261	08/09/2018	P.I.A.A., INC.	LEHMAN PIAA RULE BOOKS	208.50
			NORTH PIAA RULE BOOKS	243.00
235262	08/09/2018	PAESSP	membership renewal PA Principa	1,785.00
235263	08/09/2018	PATRICIA A FREEMORE	Freemore 2017 rebate	1,150.00
235264	08/09/2018	PATRICIA B. JONES	Jones 2017 rebate	575.00
235265	08/09/2018	PENNSYLVANIA HIGHER EDUCATION AGENCY	Payroll Run 1 - Warrant 180809	1,073.39
235266	08/09/2018	PENTELEDA	OPEN PO PENN TELEDATA-20190097	8,245.00
235267	08/09/2018	POCONO MOUNTAIN DAIRIES	TO PAY 2018-2019 INVOICES	5,367.75
235268	08/09/2018	POCONO PROFOODS	TO PAY INVOICE FOR 2018-2019 S	6,605.92
235269	08/09/2018	PP&L	HS SOUTH JULY ELECTRIC 95041-29005	27.34
			HS SOUTH JULY ELECTRIC 98641-29009	27.08
			HS SOUTH JULY ELECTRIC 67841-29000	27.34
			HS SOUTH JULY ELECTRIC 92422-54001	27.34
235270	08/09/2018	PROSSER LABORATORIES, INC.	hss prosser po-replaces 201903	120.00
			leh prosser po-replaces 201902	150.00
235271	08/09/2018	PSERS	2004-2005 Laura Rodriguez	287.49
235272	08/09/2018	PUNDOCK CONSTRUCTION	NORTH/JTL DEP TESTING	974.10
235273	08/09/2018	QUIA	Quia Subscription Renewal for"	98.00
235274	08/09/2018	RAYMOND UY	Uy 2017 rebate	1,150.00
235276	08/09/2018	RICHARD BOOTS	Boots 2017 rebate	1,150.00
235277	08/09/2018	RICHARD W. BUBKA	Bubka 2017 rebate	1,150.00
235278	08/09/2018	RICHARD W. DANSEN SR.	Dansen Jr. 2017 rebate	779.32
235279	08/09/2018	ROCKLAND BAKERY	TO PAY INVOICES FOR 2018-2019	1,181.25
235280	08/09/2018	ROSALIE GIANNETTO	Giannetto 2017 rebate	700.00
235281	08/09/2018	RUBY GREENE	Greene 2017 rebate	1,500.00
235282	08/09/2018	S HELEN WILLS	Wills 2017 rebate	700.00
235283	08/09/2018	SCHOOL NUTRITION ASSOCIATION	SCHOOL NUTRITION ASSOC. DUES A	43.00
235284	08/09/2018	SHARYN HUSE	Huse 2017 rebate	1,150.00
235285	08/09/2018	SHIRLEY R. ABUIISO	Abuiso 2017 rebates	1,150.00
235286	08/09/2018	ST. LUKES FAMILY PRACTICE	ST LUKES AGREEMENT FOR DRIVER	8,750.00
235287	08/09/2018	STEVE SHANNON TIRE & AUTO CENTER	Open Order for Tires	1,549.00
235288	08/09/2018	SUN LITHO-PRINT, INC.	Corrected Class of 2018 Graduation program-North	10.00
235289	08/09/2018	TANIA RODRIGUEZ	Rodriguez 2017 rebate	575.00
235290	08/09/2018	TERRY ANN MIRKOVIC	Mirkovic 2017 rebate	700.00
235291	08/09/2018	THE BANK OF NEW YORK MELLON	INV#252-2122390 -PAYING AGENT	750.00
			INV#252-2122392 PAYING AGENT F	750.00
			INV#252-2122393 - PAYING AGENT	750.00
			INVOICE#252-2122394 PAYING AGE	750.00
			Paying Agent Fee - 9/1/2018 to	750.00

# East Stroudsburg Area School District

## Date Range 7/13/18 through 8/10/18

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Check Number	Date	Vendor Name	Invoice Description	Check Amount
235292	08/09/2018	THE PACKAGING PLACE	OPEN ORDER FOR POSTAGE	13.75
235293	08/09/2018	THE PALACE CENTER	PROM 2018 VENUE DEPOSIT	1,000.00
235294	08/09/2018	THOMAS BRENNER	Brenner 2017 rebate	700.00
235295	08/09/2018	TONI AMOROSI	Amorosi 2017 rebate	700.00
235296	08/09/2018	TRANSFINDER CORPORATION	Annual Service & Maintenance f	6,950.00
235297	08/09/2018	U.S. DEPARTMENT OF EDUCATION	Payroll Run 1 - Warrant 180809	267.49
235298	08/09/2018	VERIZON WIRELESS	EQUIPMENT CHARGES	516.73
			OPEN PURCHASE ORDER VERIZON-20	3,750.05
235299	08/09/2018	VERNON E. & CHRISTINE A. HOPLER	Hopler 2017 rebate	575.00
235300	08/09/2018	WALTER & SHARON HOFFNER	Hoffner 2017 rebate	575.00
235301	08/09/2018	WEIS MARKET, INC.	TO PAY INVOICES FOR 2018-2019	73.80
235302	08/09/2018	WEX BANK	JULY 2018 DISTRICT NEW GAS CARDS	442.86
235303	08/09/2018	WINIFRED A. HANDEL	Handel 2017 rebate	575.00
Grand Total				2,709,102.62

## JULY 2018 WIRE PAYMENTS

Payroll	\$ 2,789,175.85
Accounts Payable - Benefits	\$ 2,099,151.05
Flex Spending Accounts	\$ 7,653.14
Payments to Inservco Insurance for Workers' Comp	\$ 21,216.34
Procurement Card	\$ 33,821.58
EBTEP	\$ 1,728,757.80
1996 VRLP \$7M Principal , Interest, Annual Trust Fee	\$ 1,070.14
COMMWLTH OF PA STATE SALES TAX	\$ 79.74
	<u>\$ 6,680,925.64</u>



08/14/2018 08:42  
sonya-burch

East Stroudsburg Area SD, PA  
YEAR-TO-DATE BUDGET REPORT

JUNE 2018

P 1  
glytdbud

FOR 2018 12

ACCOUNTS FOR:  
10 General Fund

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1110 Regular	55,755,373	55,772,242	53,959,507.98	11,537,022.86	87,185.79	1,725,547.98	96.9%
1190 Federal	234,070	234,070	1,923,821.72	357,526.04	1,356.57	-1,691,108.29	822.5%
1192 Summer Program	0	0	139,285.91	12,263.90	1,767.74	-141,053.65	100.0%
1200 Special	17,403,359	17,403,359	10,799.24	8,927.74	744.71	17,392,559.76	1%
1211 LifeSkillsSupp	374,777	376,940	2,297,855.83	372,906.37	.00	-1,921,660.62	609.8%
1221 Deaf/Hearing	204,543	204,543	251,362.48	20,599.06	.00	-46,819.48	122.9%
1224 Blind/Visually	116,702	116,702	208,584.44	20,277.64	.00	-91,882.44	178.7%
1225 SpeechLang	709,592	709,592	1,136,783.57	144,911.20	.00	-427,191.57	160.2%
1231 EmtSupp	698,423	698,423	3,404,708.56	537,168.92	3,622.35	-2,709,907.91	488.0%
1241 AutisticSupp	823,212	823,212	1,046,170.45	102,747.41	.00	-222,958.45	127.1%
1241 LearningSupp	159,428	53,130	11,865,218.25	2,152,666.37	12.04	-11,812,100.50	*****%
1243 GiftedSupp	7,700	7,700	426,301.40	102,914.77	49.02	-418,650.42	5537.0%
1260 PhysicalSupp	248,761	248,761	289,017.33	24,981.84	.00	-40,256.33	116.2%
1270 Handicap	422,388	422,947	557,203.66	42,512.96	.00	-134,256.63	131.7%
1281 UNDEFINED	3,000	3,000	6,539.14	.00	.00	-3,539.14	218.0%
1290 OSPECProg	2,160,000	2,150,000	1,919,974.33	282,435.24	.00	230,025.67	89.3%
1300 VocationalEd	935,769	935,769	.00	.00	.00	935,769.00	.0%
1360 BusinessEd	17,346	15,663	845,187.53	160,700.32	.00	-829,524.37	5396.0%
1390 OtherInstnProg	1,882,758	1,882,758	1,631,789.97	-52,005.03	.00	250,968.03	86.7%
1400 Drivers'Ed	4,800	4,800	251,744.47	46,876.94	315.49	1,540,854.00	.0%
1420 SummerProg	6,000	6,000	14,514.01	.00	.00	-247,259.96	5251.2%
1430 Homebound Instruction	0	0	44,074.63	8,491.68	.00	-8,514.01	241.9%
1441 Adjudicated Court Place	125,000	125,000	251,496.71	68,767.76	.00	-44,074.63	100.0%
1442 Alt Edu Program	915,000	915,000	1,038,202.04	232,346.60	.00	-126,496.71	201.2%
1500 Nonpublic School Prog	20,000	20,000	39,675.00	39,675.00	.00	-123,202.04	113.5%
1800 Pre-Kindergarten	19,298	19,298	.00	.00	.00	-19,675.00	198.4%
1801 Pre-K Instruction	1,500	1,500	38,025.92	3,651.03	.00	19,298.00	.0%
1802 Pre-K Non-Instruction	0	0	250.03	.00	.00	-36,525.92	2535.1%
1806 Pre-K ProfDev	0	0	3,309.68	.00	.00	-250.03	100.0%
2100 Support Serv-Pupil Pers	3,980,413	3,980,413	.00	.00	.00	-3,309.68	100.0%
2111 Dir of Pupil Svc	0	18,019	380,553.69	50,102.83	53.93	3,980,413.00	.0%
2119 SpvStuservOther	248,572	314,675	466,207.84	129,607.54	328.60	-362,588.33	2112.2%
2120 Guidance	22,933	23,122	3,144,976.25	557,976.87	746.94	-151,861.65	148.3%
2144 Psychotherapy Service	792,079	792,079	425,514.78	79,766.60	.00	-3,122,600.98	*****%
2170 Student Acct Services	3,025	2,608	867,514.78	44,219.84	184.27	-75,435.78	109.5%
2190 Oth Pupil Per	62,500	62,500	204,781.82	35,967.58	.00	-423,269.68	*****%
2200 SupportSvcInstru	1,991,010	1,991,010	.00	.00	.00	-142,281.82	327.7%
2220 ItcsSvc	500	500	236.37	.00	.00	1,991,010.00	.0%
2250 Library	179,815	179,310	1,450,696.39	302,135.69	231.00	-1,271,616.96	809.2%
2260 Instr&CurrDev	21,600	20,159	851,123.53	106,110.93	405.36	-831,369.90	4224.1%
2270 InstrStaffDevelSvc	0	0	25.00	25.00	.00	-25.00	100.0%
2271 StaffDevCert	215,056	208,799	218,714.70	49,952.81	121,200.00	-131,116.01	162.8%
2280 NonPublicSuppService	700	700	606.06	606.06	.00	93.94	86.6%

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ACCOUNTS FOR: 10 General Fund	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2290 OthInstrStaffSvc	5,700	3,512	6,830.31	807.62	44.99	-3,362.96	195.7%
2300 Support Services-Admin	6,377,446	6,377,446	.00	.00	.00	6,377,446.00	.0%
2310 BoardSvc	144,442	141,442	121,102.29	4,235.91	5,787.52	14,552.19	89.7%
2330 TaxAssess&Collect	121,600	363,650	702,525.21	276,157.48	.00	-338,875.04	193.2%
2350 Legal Services	180,000	232,500	271,367.06	43,100.76	674.00	-39,541.06	117.0%
2360 Office Superintendent	32,000	29,000	903,695.51	108,290.64	233.66	-874,929.17	3117.0%
2380 Principal	179,153	170,442	4,951,154.15	601,786.62	9,504.68	-4,790,217.16	2910.5%
2390 Other Admin Svcs	34,300	36,503	27,903.18	3,931.37	4,006.04	4,594.05	87.4%
2400 Supp Svc-Public Health	2,183,291	2,183,291	.00	.00	.00	2,183,291.00	.0%
2420 MedicalSvs	42,650	43,208	1,540,162.51	316,585.68	610.54	-1,497,564.86	3565.9%
2430 DentalSvs	4,000	4,000	142,635.18	28,507.34	100.00	-138,735.18	3568.4%
2450 NonpubHlthSvs	600	600	71,591.67	14,917.41	.00	-70,991.67	*****%
2490 Other Health Service	0	0	148,589.95	11,342.71	.00	-148,589.95	100.0%
2500 SuppSvs-Business	1,157,815	1,157,815	.00	.00	.00	1,157,815.00	.0%
2511 Supervisor Of Fiscal	0	0	236,346.60	31,110.73	.00	-236,346.60	100.0%
2514 Payroll Services	0	0	233,750.70	24,364.55	.00	-233,750.70	100.0%
2515 Financial Acct Service	111,550	138,350	902,067.31	98,765.93	975.48	-764,692.79	652.7%
2600 Oper & Maintenance	9,734,560	9,734,560	.00	.00	.00	9,734,560.00	.0%
2611 Supervision-Op/Maint	0	0	142,466.82	15,857.32	.00	-142,466.82	100.0%
2620 OperBldg	3,832,071	3,691,551	10,430,979.60	1,178,511.17	55,320.16	-6,794,748.73	284.1%
2630 Grounds	195,830	354,350	349,546.06	26,401.42	972.55	3,831.08	98.9%
2660 Security	115,594	114,509	2,465,092.12	282,913.01	3,956.00	-2,354,539.12	2156.2%
2700 Student Transp Services	6,827,043	6,827,043	.00	.00	.00	6,827,043.00	.0%
2711 Adm-Trans -Head	0	0	142,382.21	15,853.29	.00	-142,382.21	100.0%
2719 Spv-Trans -Other	0	0	416,424.38	44,621.46	.00	-416,424.38	100.0%
2720 Vehicle Operation Svc	6,383,452	6,341,652	11,498,261.63	1,223,839.11	55,668.93	-5,212,278.56	182.2%
2740 VehicleSvc&Maint	35,100	56,900	372,263.20	40,305.79	2,500.00	-317,863.20	658.6%
2750 Nonpublic Trans	0	0	400,193.95	41,478.12	.00	-400,193.95	100.0%
2790 Other Student Trans	5,000	5,000	-120,009.62	-1,761.57	.00	125,009.62	-2400.2%
2800 Support Svc-Central	2,204,583	2,204,583	.00	.00	.00	2,204,583.00	.0%
2811 SPV of Staff Services HR	0	0	184,262.90	20,733.23	.00	-184,262.90	100.0%
2832 Recruit & Place	0	0	-5.00	.00	.00	5.00	100.0%
2833 StaffAccServ	24,700	28,560	306,643.23	32,419.09	1,033.96	-279,116.75	1077.3%
2834 SDevNonInstCert	42,998	48,195	33,294.31	6,506.27	1,585.00	13,315.26	72.4%
2836 SDevNonInstCert	20,100	27,248	37,938.96	6,028.45	2,690.41	-13,381.52	149.1%
2840 DataProcess	318,639	384,056	379,996.03	1,335.07	17,846.62	-13,786.65	103.6%
2841 Supervisor Itec	0	0	170,478.37	19,437.08	.00	-170,478.37	100.0%
2844 OperationSvcs	2,520,166	2,530,327	2,451,306.35	768,619.56	12,230.08	66,790.12	97.4%
2850 Liaison Svcs	4,800	4,800	74,613.15	13,602.13	.00	-69,813.15	1554.4%
2910 UNDEFINED	45,000	45,000	43,376.42	.00	.00	1,623.58	96.4%
3200 Student Activities	1,792,707	1,792,707	.00	.00	.00	1,792,707.00	.0%
3210 StudentActivity	128,569	124,008	572,944.25	29,598.80	1,061.34	-449,997.84	462.5%
3250 Athletics	629,695	630,488	1,882,536.85	197,230.67	3,593.83	-1,255,643.15	299.2%
3300 CommServices	99,904	99,904	.00	.00	.00	99,904.00	.0%

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ACCOUNTS FOR: 10 General Fund	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3310 CommRecreation	82,225	82,225	164,273.14	12,621.15	622.38	-82,670.52	200.5%
5110 Debt Service	17,535,701	17,534,332	17,322,202.44	1,155.07	5,232.31	206,897.53	98.8%
5130 Refund Prior Yr Rev	550,000	520,000	513,756.54	8,827.55	.00	6,243.46	98.8%
5800 Suspense Account	0	0	21,403.10	-5,382.21	.00	-21,403.10	100.0%
5900 Budgetary Reserve	350,000	11,927	.00	.00	.00	11,927.05	.0%
6111 Current Real Estate Tax	-88,786,332	-88,786,332	-89,287,606.19	5,790.76	.00	501,274.19	100.6%
6112 Interim Real Estate Tax	-150,000	-150,000	-136,848.90	.00	.00	-13,151.10	91.2%
6113 Public Utility Realty	-122,100	-122,100	-105,566.28	.00	.00	-16,533.72	86.5%
6114 Pay in Lieu -St/Local	-82,500	-82,500	-108,685.24	.00	.00	26,185.24	131.7%
6143 Local Service Tax - LST	-80,000	-80,000	-79,906.39	-4,360.74	.00	-93.61	99.9%
6151 Current Act 511 EIT	-3,600,000	-3,600,000	-3,689,640.48	-208,606.93	.00	89,640.48	102.5%
6153 Curr Act 511 Real Est	-750,000	-750,000	-1,169,570.83	-173,971.48	.00	419,570.83	155.9%
6411 Delinquent Real Estate	-9,000,000	-9,000,000	-9,246,008.82	-2,461,144.04	.00	246,008.82	102.7%
6510 Interest on Invest	-130,000	-130,000	-933,672.02	-125,946.46	.00	803,672.02	718.2%
6710 Admissions	-35,000	-35,000	-27,743.84	746.58	.00	-7,256.16	79.3%
6740 Fees	0	0	-3,517.00	-252.00	.00	3,517.00	100.0%
6830 Rev From Intermed-Fed	0	0	-4,620.00	.00	.00	4,620.00	100.0%
6832 Federal Idea Revenue	-1,049,604	-1,049,604	-633,915.67	401,867.49	.00	-415,688.33	60.4%
6900 Other Rev From Local	0	0	-14,245.68	.00	.00	14,245.68	100.0%
6910 Rentals	-100,000	-100,000	-94,792.16	-2,767.33	.00	-5,207.84	94.8%
6941 Regular Sch Tuition	-15,000	-15,000	-38,164.17	-5,196.26	.00	23,164.17	254.4%
6942 Summer School Tuition	-12,000	-12,000	-18,964.00	.00	.00	6,964.00	158.0%
6944 Tuition from Other Lea	-8,500	-8,500	.00	.00	.00	-8,500.00	.0%
6951 Transportation Serv	0	0	-8,674.90	-3,385.91	.00	8,674.90	100.0%
6990 MiscRevenue	0	0	-6,016.89	.00	.00	6,016.89	100.0%
6991 RefundPriorYrReceipt	0	0	-7,643.24	-122.87	.00	7,643.24	100.0%
6999 Other Revenues Misc	-100,000	-100,000	-149,746.49	-10,320.47	.00	49,746.49	149.7%
7110 Basic Education	-14,982,944	-14,982,944	-15,675,926.90	-4,315,877.90	.00	692,982.90	104.6%
7160 Tuition Orphans & Child	-650,000	-650,000	-915,519.74	-915,519.74	.00	265,519.74	140.8%
7240 Driver Ed-Student	-13,250	-13,250	-55,195.00	.00	.00	41,945.00	416.6%
7271 Special Ed School Aged	-4,048,343	-4,048,343	-4,320,669.69	-1,105,970.66	.00	272,326.69	106.7%
7310 Transport (Reg & Addtl)	-2,900,000	-2,900,000	.00	.00	.00	-2,900,000.00	.0%
7311 Pupil Transportation Subsidy	0	0	-2,472,073.27	-115,991.89	.00	2,472,073.27	100.0%
7312 NonPublic&CharterTransp	0	0	-99,330.00	-49,665.00	.00	99,330.00	100.0%
7320 Rent & Sink Fund Pymt	-1,125,000	-1,125,000	-1,564,503.80	.00	.00	439,503.80	139.1%
7330 Health Services/ Act 25	-155,000	-155,000	-302,722.68	.00	.00	147,722.68	195.3%
7340 State Prop Tax Reduction Allo	-4,345,839	-4,345,839	-4,345,839.46	.00	.00	.46	100.0%
7505 Ready To Learn Grant	-1,248,758	-1,248,758	-1,248,758.00	.00	.00	.00	100.0%
7599 Other State Grant Rev	-200,000	-200,000	.00	.00	.00	-200,000.00	.0%
7810 State Share Ss & Med	-2,679,146	-2,679,146	-1,585,764.48	979,829.97	.00	-1,093,381.52	59.2%
7820 State Share Retire Cont	-11,346,586	-11,346,586	-10,558,524.59	-1,796,702.34	.00	-788,061.41	93.1%
8110 Payments Fed Impacted	-500,000	-500,000	-612,150.23	.00	.00	112,150.23	122.4%
8514 NCLB-Title I	-1,256,607	-1,256,607	-1,811,576.11	382,136.18	.00	554,969.11	144.2%
8515 NCLB-Title II	-183,512	-183,512	-167,619.77	55,561.00	.00	-15,892.23	91.3%

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ACCOUNTS FOR:  
10 General Fund

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
8516 NCLB-Title III	-25,627	-25,627	-19,877.86	.00	.00	-5,749.14	77.6%
8517 NCLB-Title IV	0	0	-12,013.44	.00	.00	12,013.44	100.0%
8540 Nutrition Ed & Training	0	0	-941.00	.00	.00	941.00	100.0%
8732 Arra-Qscbs	-54,770	-54,770	-54,975.63	.00	.00	205.63	100.4%
8733 UNDEFINED	-25,000	-25,000	-25,166.17	.00	.00	166.17	100.7%
8810 Med Assist Reimb Access	-300,000	-300,000	.00	353,756.82	.00	-300,000.00	.0%
8820 Med Assi Reimb Trans	-100,000	-100,000	-34,686.42	40,131.12	.00	-65,313.58	34.7%
9210 Capital Lease Equipment	-1,687,236	-1,687,236	-530,581.05	-530,581.05	.00	-1,156,654.95	31.4%
9400 Sale Of Fixed Assets	-2,268,960	-2,268,960	-108,539.50	.00	.00	-2,160,420.50	4.8%
TOTAL General Fund	2,243,226	2,243,226	-159,626.84	13,522,931.00	404,454.29	1,998,398.98	10.9%
TOTAL REVENUES	-154,117,614-154,117,614	-152,288,503.98	-9,606,563.15		.00	-1,829,110.02	
TOTAL EXPENSES	156,360,840 156,360,840	152,128,877.14	23,129,494.15		404,454.29	3,827,509.00	

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ACCOUNTS FOR: 29 Special Activity	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3210 StudentActivity	0	0	267,328.47	24,788.97	1,981.86	-269,310.33	100.0%
3250 Athletics	0	0	29,575.02	1,058.82	.00	-29,575.02	100.0%
6510 Interest on Invest	0	0	-1,086.50	-150.55	.00	1,086.50	100.0%
6710 Admissions	0	0	-16,492.00	-6,357.00	.00	16,492.00	100.0%
6750 StudentSpecialEvent	0	0	-161,536.02	-20,231.25	.00	161,536.02	100.0%
6790 Other Stu Act Income	0	0	-85,568.17	-5,806.05	.00	85,568.17	100.0%
6990 MiscRevenue	0	0	-13,771.41	-4,002.66	.00	13,771.41	100.0%
TOTAL Special Activity	0	0	18,449.39	-10,699.72	1,981.86	-20,431.25	100.0%
TOTAL REVENUES	0	0	-278,454.10	-36,547.51	.00	278,454.10	
TOTAL EXPENSES	0	0	296,903.49	25,847.79	1,981.86	-298,885.35	

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ACCOUNTS FOR:	ORIGINAL	REVISED	YTD	MTD	ENCUMBRANCES	AVAILABLE	PCT
32 Capital Reserve	APPROP	BUDGET	ACTUAL	ACTUAL		BUDGET	USED
2220 ItecSvc	0	0	67,350.00	.00	.00	-67,350.00	100.0%
2390 Other Admin Svs	0	0	118,480.03	118,480.03	.00	-118,480.03	100.0%
4200 SiteImprove	0	0	8,251.57	1,443.22	3,677.00	-11,928.57	100.0%
4400 Arch & Eng	0	0	3,027.50	3,027.50	3,892.50	-6,920.00	100.0%
4500 Building Acquisition	0	0	226,281.00	.00	.00	-226,281.00	100.0%
4600 Bldg Imp	0	0	1,801,373.39	35,958.00	10,562.00	-1,811,935.39	100.0%
5110 Debt Service	0	0	2,884.93	2,884.93	.00	-2,884.93	100.0%
5120 Debt Service-Refunded	0	0	17,416,972.24	17,416,972.24	.00	-17,416,972.24	100.0%
6510 Interest on Invest	0	0	-112,998.59	-17,726.01	.00	112,998.59	100.0%
9120 Proceeds Refund Bonds	0	0	-17,538,337.20	-17,538,337.20	.00	17,538,337.20	100.0%
TOTAL Capital Reserve	0	0	1,993,284.87	22,702.71	18,131.50	-2,011,416.37	100.0%
TOTAL REVENUES	0	0	-17,651,335.79	-17,556,063.21	.00	17,651,335.79	
TOTAL EXPENSES	0	0	19,644,620.66	17,578,765.92	18,131.50	-19,662,752.16	



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ACCOUNTS FOR: 50 Cafeteria Fund	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3100 FoodServices	0	0	3,869,537.52	486,625.43	52,847.84	-3,922,385.36	100.0%
6510 Interest on Invest	0	0	-2,429.43	-388.93	.00	2,429.43	100.0%
6611 Daily Sales-Sch Lunch	0	0	-546,306.76	-35,011.26	.00	546,306.76	100.0%
6612 Daily Sales-Breakfast	0	0	-80,723.40	-5,045.55	.00	80,723.40	100.0%
6620 Daily Sales-Non-Reimbur	0	0	-543,978.70	-26,671.60	.00	543,978.70	100.0%
6630 Special Functions	0	0	-55,958.53	-6,832.30	.00	55,958.53	100.0%
6920 Contribution & Donation	0	0	-42,482.27	-2,477.32	.00	42,482.27	100.0%
7600 Milk/Lunch/Breakfast	0	0	-126,233.44	-7,513.18	.00	126,233.44	100.0%
7810 State Share Ss & Med	0	0	-66,005.69	-5,932.39	.00	66,005.69	100.0%
7820 State Share Retire Cont	0	0	-221,730.26	-24,953.27	.00	221,730.26	100.0%
8531 Subsidies Milk/ Lunch	0	0	-2,225,623.97	-135,237.17	.00	2,225,623.97	100.0%
TOTAL Cafeteria Fund	0	0	-41,934.93	236,562.46	52,847.84	-10,912.91	100.0%
TOTAL REVENUES	0	0	-3,911,472.45	-250,062.97	.00	3,911,472.45	
TOTAL EXPENSES	0	0	3,869,537.52	486,625.43	52,847.84	-3,922,385.36	

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ACCOUNTS FOR: 58 Concession Stand	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3210 StudentActivity	0	0	.00	-1,230.58	.00	.00	.0%
6510 Interest on Invest	0	0	-17.42	28.78	.00	17.42	100.0%
6630 Special Functions	0	0	-5,985.00	3,843.31	.00	5,985.00	100.0%
TOTAL Concession Stand	0	0	-6,002.42	2,641.51	.00	6,002.42	100.0%
TOTAL REVENUES	0	0	-6,002.42	3,872.09	.00	6,002.42	
TOTAL EXPENSES	0	0	.00	-1,230.58	.00	.00	

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ACCOUNTS FOR:

71	Private - Purpose Trust Fund	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3400	Scholarships&Awards	0	0	2,450.00	1,000.00	.00	-2,450.00	100.0%
6510	Interest on Invest	0	0	-657.81	-60.81	.00	657.81	100.0%
	TOTAL Private - Purpose Trust Fund	0	0	1,792.19	939.19	.00	-1,792.19	100.0%
	TOTAL REVENUES	0	0	-657.81	-60.81	.00	657.81	
	TOTAL EXPENSES	0	0	2,450.00	1,000.00	.00	-2,450.00	



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ACCOUNTS FOR:  
72 Investment Trust Fund

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3400 Scholarships&Awards	0	0	17,177.36	1,750.00	.00	-17,177.36	100.0%
6510 Interest on Invest	0	0	-909.29	-79.88	.00	909.29	100.0%
6920 Contribution & Donation	0	0	-18,714.36	.00	.00	18,714.36	100.0%
TOTAL Investment Trust Fund	0	0	-2,446.29	1,670.12	.00	2,446.29	100.0%
TOTAL REVENUES	0	0	-19,623.65	-79.88	.00	19,623.65	
TOTAL EXPENSES	0	0	17,177.36	1,750.00	.00	-17,177.36	

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East Stroudsburg Area SD, PA  
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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	2,243,226	2,243,226	1,803,515.97	13,776,747.27	477,415.49	-37,705.03	101.7%

\*\* END OF REPORT - Generated by Sonya Burch \*\*



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East Stroudsburg Area SD, PA  
YEAR-TO-DATE BUDGET REPORT

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ACCOUNTS FOR: 10 General Fund	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1110 Regular	54,479,846	54,479,846	-3,419,398.14	-3,419,398.14	340,736.14	57,558,508.03	-5.7%
1190 Federal	1,927,143	1,927,143	-63,272.30	-63,272.30	14,138.00	1,976,277.30	-2.5%
1192 Summer Program	6,000	6,000	33,614.61	33,614.61	1,850.00	-29,464.61	591.1%
1200 Special	3,225	3,225	4.30	4.30	96,487.43	-93,266.73	2992.0%
1211 LifeSkillsSupp	2,067,492	2,067,492	1,252.17	1,252.17	1,947.98	2,064,291.85	-2%
1221 Deaf/Hearing	202,918	202,918	.00	.00	.00	202,918.00	0%
1224 Blind/Visually	168,159	168,159	1,683.25	1,683.25	.00	166,475.75	1.0%
1225 SpeechLang	1,113,461	1,113,461	-23,457.96	-23,457.96	184.80	1,136,734.16	-2.1%
1231 EmtSupp	3,430,669	3,430,669	-67,502.59	-67,502.59	.00	3,498,171.59	-2.0%
1233 AutisticSupp	1,139,974	1,139,974	.00	.00	.00	1,139,974.00	0%
1241 LearningSupp	12,575,614	12,575,614	-380,889.83	-380,889.83	.00	12,956,503.83	-3.0%
1243 GiftedSupp	427,212	427,212	-32,698.22	-32,698.22	.00	459,910.22	-7.7%
1260 PhysicalSupp	498,772	498,772	.00	.00	.00	498,772.00	0%
1270 Handicap	482,995	482,995	.00	.00	.00	482,995.00	0%
1281 UNDEFINED	7,000	7,000	.00	.00	.00	7,000.00	0%
1290 OSPECProg	2,162,000	2,162,000	.00	.00	.00	2,162,000.00	0%
1360 BusinessEd	908,980	908,980	-50,548.44	-50,548.44	.00	959,528.44	-5.6%
1390 OthVocEdProg	1,882,758	1,882,758	172,759.42	172,759.42	1,900,353.62	-190,355.04	110.1%
1410 Drivers'Ed	280,017	280,017	-15,475.80	-15,475.80	.00	295,492.80	-5.5%
1430 Homebound Instruction	31,723	31,723	.00	.00	.00	31,723.00	0%
1441 Adjudicated Court Place	115,000	115,000	.00	.00	.00	115,000.00	0%
1442 Alt Edu Program	1,080,000	1,080,000	.00	.00	.00	1,080,000.00	0%
1500 Nonpublic School Prog	39,672	39,672	.00	.00	.00	39,672.00	0%
1801 Pre-K Instruction	4,600	4,600	.00	.00	.00	4,600.00	0%
2111 Dir of Pupil Svc	369,371	369,371	15,933.10	15,933.10	562.20	352,875.70	4.5%
2119 SpvstuservOther	450,515	450,515	12,277.06	12,277.06	1,555.63	436,682.31	3.1%
2120 Guidance	3,097,958	3,097,958	-63,222.58	-63,222.58	1,343.28	3,159,837.31	-2.0%
2144 Psychotherapy Service	193,696	193,696	9,953.12	9,953.12	.00	870,997.00	0%
2160 Social Work Services	494,448	494,448	21,106.33	21,106.33	.00	183,742.88	5.1%
2170 Student Acct Services	220,533	220,533	-9,380.65	-9,380.65	1,349.00	471,992.67	4.5%
2190 Oth Pupil Per	1,453,693	1,453,693	-80,184.59	-80,184.59	.00	229,913.65	-4.3%
2250 Library	850,796	850,796	6,877.14	6,877.14	79,825.05	1,454,052.69	0%
2271 StaffDevCert	266,408	266,408	.00	.00	1,766.17	842,152.69	1.0%
2280 NonPublicSuppService	360	360	.00	.00	9,605.24	256,802.68	3.6%
2290 OthInstrStaffSvc	12,449	12,449	.00	.00	.00	360.00	0%
2310 BoardSvc	133,682	133,682	18,619.97	18,619.97	.00	12,449.00	0%
2330 TaxAssess&Collect	366,127	366,127	3,489.67	3,489.67	64,467.00	50,595.03	62.2%
2350 Legal Services	195,000	195,000	.00	.00	447.83	362,189.50	1.1%
2360 Office Superintendent	995,508	995,508	44,669.70	44,669.70	.00	195,000.00	0%
2380 Principal	5,206,792	5,206,792	183,081.37	183,081.37	5,373.67	945,464.63	5.0%
2390 Other Admin Svs	31,300	31,300	.00	.00	72,673.67	4,951,036.61	4.9%
2420 MedicalSvs	1,604,806	1,604,806	-79,919.52	-79,919.52	110.50	31,189.50	-4.4%
2430 DentalSvs	128,570	128,570	-9,318.09	-9,318.09	2,795.61	1,676,825.44	-5.1%





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ACCOUNTS FOR:		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10	General Fund							
2450	NonpubHlthSvs	73,933	73,933	-3,977.31	-3,977.31	383.23	77,527.08	-4.9%
2490	Other Health Service	106,583	106,583	5,090.10	5,090.10	.00	101,492.90	4.8%
2511	Supervisor Of Fiscal	228,983	228,983	15,838.27	15,838.27	.00	213,144.73	6.9%
2514	Payroll Services	231,190	231,190	12,479.42	12,479.42	.00	218,710.58	5.4%
2515	Financial Acct Service	1,007,206	1,007,206	35,725.88	35,725.88	10,151.50	961,328.62	4.6%
2611	Supervision-Op/Maint	147,677	147,677	6,629.37	6,629.37	.00	141,047.63	4.5%
2620	OperBldg	11,064,618	11,064,618	354,067.94	354,067.94	702,929.94	10,007,619.84	9.6%
2630	Grounds	272,000	272,000	.00	.00	52,370.61	219,629.39	19.3%
2660	Security	2,888,518	2,888,518	84,559.25	84,559.25	411.34	2,803,547.41	2.9%
2711	Adm-Trans -Head	147,623	147,623	6,694.93	6,694.93	.00	140,928.07	4.5%
2719	Spv-Trans -Other	398,215	398,215	17,264.74	17,264.74	.00	380,950.26	4.3%
2720	Vehicle Operation Svc	11,195,558	11,195,558	-1,695,366.75	-1,695,366.75	519,007.81	12,371,916.94	-10.5%
2740	VehicleSvc&Maint	383,928	383,928	17,668.64	17,668.64	70,000.00	296,259.36	22.8%
2750	Nonpublic Trans	420,043	420,043	13,999.33	13,999.33	.00	406,043.67	3.3%
2790	Other Student Trans	1,500	1,500	.00	.00	.00	1,500.00	0%
2831	SPV of Staff Services HR	192,310	192,310	8,345.49	8,345.49	.00	183,964.51	4.3%
2833	StaffAccserv	342,273	342,273	53,859.00	53,859.00	-36,556.81	324,970.81	5.1%
2834	SDevNonInstCert	35,465	35,465	391.00	391.00	1,859.00	33,215.00	6.3%
2836	SDevNonInstCert	26,175	26,175	1,482.00	1,482.00	.466.00	24,227.00	7.4%
2840	DataProcess	207,876	207,876	703.70	703.70	.00	207,172.30	.3%
2841	Supervisor Itec	179,801	179,801	7,866.08	7,866.08	.00	171,934.92	4.4%
2844	OperationSvcs	3,784,381	3,784,381	148,070.59	148,070.59	196,550.61	3,439,759.66	9.1%
2850	Liaison Svcs	75,374	75,374	-4,434.20	-4,434.20	.00	79,808.20	-5.9%
2910	UNDEFINED	45,000	45,000	.00	.00	.00	45,000.00	0%
3210	StudentActivity	280,693	280,693	1,961.55	1,961.55	48,465.67	230,265.78	18.0%
3250	Athletics	1,851,759	1,851,759	-6,488.65	-6,488.65	116,822.05	1,741,425.60	6.0%
3310	CommRecreation	78,666	78,666	7.99	7.99	.00	78,658.01	.0%
5110	Debt Service	17,251,464	17,251,464	421,148.03	421,148.03	133,888.56	16,696,427.47	3.2%
5130	Refund Prior Yr Rev	550,000	550,000	184,271.05	184,271.05	.00	365,728.95	33.5%
5800	Suspense Account	0	0	40,280.79	40,280.79	139,287.00	-179,567.79	100.0%
5900	Budgetary Reserve	350,000	350,000	.00	.00	.00	350,000.00	0%
6111	Current Real Estate Tax	-88,828,692	-88,828,692	-9,967.19	-9,967.19	.00	-88,818,724.81	0%
6112	Interim Real Estate Tax	-130,000	-130,000	.00	.00	.00	-130,000.00	0%
6113	Public Utility Realty	-125,000	-125,000	.00	.00	.00	-125,000.00	0%
6114	Pay In Lieu -St/Local	-80,000	-80,000	-3,251.72	-3,251.72	.00	-76,748.28	4.1%
6143	Local Service Tax - LST	-80,000	-80,000	-2,011.16	-2,011.16	.00	-77,988.84	2.5%
6151	Current Act 511 EIT	-3,800,000	-3,800,000	-66,151.39	-66,151.39	.00	-3,733,848.61	1.7%
6153	Curr Act 511 Real Est	-900,000	-900,000	.00	.00	.00	-900,000.00	0%
6411	Delinquent Real Estate	-8,500,000	-8,500,000	.00	.00	.00	-8,500,000.00	0%
6510	Interest on Invest	-150,000	-150,000	-99,748.17	-99,748.17	.00	-50,251.83	66.5%
6710	Admissions	-35,000	-35,000	.00	.00	.00	-35,000.00	0%
6740	Fees	0	0	-109.12	-109.12	.00	109.12	100.0%
6832	Federal Idea Revenue	-1,060,543	-1,060,543	-6,000.00	-6,000.00	.00	-1,054,543.00	.6%
6910	Rentals	-100,000	-100,000	-2,086.69	-2,086.69	.00	-97,913.31	2.1%

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ACCOUNTS FOR:  
10 General Fund

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6941 Regular Sch Tuition	-15,000	-15,000	.00	.00	.00	-15,000.00	.0%
6942 Summer School Tuition	-12,000	-12,000	.00	.00	.00	-12,000.00	.0%
6944 Tuition from Other Lea	-8,500	-8,500	.00	.00	.00	-8,500.00	.0%
6990 MiscRevenue	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
6991 RefundPriorYrReceipt	-20,000	-20,000	-109.75	-109.75	.00	-19,890.25	.5%
6999 Other Revenues Misc	0	0	-1,839.45	-1,839.45	.00	1,839.45	100.0%
7110 Basic Education	-15,676,499	-15,676,499	.00	.00	.00	-15,676,499.00	.0%
7160 Tuition Orphans & Child	-750,000	-750,000	.00	.00	.00	-750,000.00	.0%
7240 Driver Ed-Student	-13,250	-13,250	.00	.00	.00	-13,250.00	.0%
7271 Special Ed School Aged	-4,109,882	-4,109,882	.00	.00	.00	-4,109,882.00	.0%
7311 Pupil Transportation Subsidy	-2,900,000	-2,900,000	.00	.00	.00	-2,900,000.00	.0%
7320 Rent & Sink Fund Pymt	-1,125,000	-1,125,000	.00	.00	.00	-1,125,000.00	.0%
7330 Health Services/ Act 25	-145,000	-145,000	.00	.00	.00	-145,000.00	.0%
7340 State Prop Tax Reduction Allo	-4,347,613	-4,347,613	.00	.00	.00	-4,347,613.00	.0%
7505 Ready To Learn Grant	-1,248,758	-1,248,758	.00	.00	.00	-1,248,758.00	.0%
7810 State Share Ss & Med	-2,534,439	-2,534,439	.00	.00	.00	-2,534,439.00	.0%
7820 State Share Retire Cont	-11,237,150	-11,237,150	.00	.00	.00	-11,237,150.00	.0%
8110 Payments Fed Impacted	-625,000	-625,000	.00	.00	.00	-625,000.00	.0%
8514 NCLB-Title I	-2,010,509	-2,010,509	.00	.00	.00	-2,010,509.00	.0%
8515 NCLB-Title II	-293,016	-293,016	.00	.00	.00	-293,016.00	.0%
8516 NCLB-Title III	-26,077	-26,077	.00	.00	.00	-26,077.00	.0%
8732 Arra-Qscbs	-54,900	-54,900	.00	.00	.00	-54,900.00	.0%
8733 UNDEFINED	-25,100	-25,100	.00	.00	.00	-25,100.00	.0%
8810 Med Assist Reimb Access	-800,000	-800,000	.00	.00	.00	-800,000.00	.0%
8820 Med Assi Reimb Trans	-80,000	-80,000	.00	.00	.00	-80,000.00	.0%
9210 Capital Lease Equipment	-1,830,365	-1,830,365	.00	.00	.00	-1,830,365.00	.0%
9400 Sale Of Fixed Assets	-1,258,050	-1,258,050	-199.50	-199.50	.00	-1,257,850.50	.0%
TOTAL General Fund	761,707	761,707	-5,104,539.37	-5,104,539.37	4,561,509.41	1,304,737.36	-71.3%
TOTAL REVENUES	-155,035,343	-155,035,343	-1,062,730.10	-1,062,730.10	.00	-153,972,612.90	
TOTAL EXPENSES	155,797,050	155,797,050	-4,041,809.27	-4,041,809.27	4,561,509.41	155,277,350.26	



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	761,707	761,707	-5,104,539.37	-5,104,539.37	4,561,509.41	1,304,737.36	-71.3%

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EAST STROUDSBURG AREA SCHOOL DISTRICT  
TREASURER'S REPORT AS OF JULY 31, 2018

ESSA TREASURY OPERATING ACCOUNT - ALL FUNDS

7/1/18 Balance	\$ 5,486,070.32
Receipts	\$ 10,325,266.25
Interest/Dividends	\$ 5,292.86
Disbursements	\$ (8,791,032.06)
7/31/18 Balance	\$ 7,025,597.37

PLGIT - GENERAL FUND

7/1/18 Balance	\$ 9,519,672.71
Receipts	\$ 74,027.54
Interest/Dividends	\$ 14,000.38
Disbursements	\$ (1,070.14)
7/31/18 Balance	\$ 9,606,630.49

PSDLAF - GENERAL FUND

7/1/18 Balance	\$ 45,501,483.55
Receipts	\$ 19,236,580.88
Interest/Dividends	\$ 80,454.93
Disbursements	\$ (23,983,821.58)
7/31/18 Balance	\$ 40,834,697.78

ESSA WORKERS COMP SELF INS - GENERAL FUND

7/1/18 Balance	\$ 200,127.16
Receipts	
Interest/Dividends	\$ 140.36
Disbursements	
7/31/18 Balance	\$ 200,267.52

ESSA PAYPAL - GENERAL FUND

7/1/18 Balance	\$ 1.12
Receipts	\$ 187.58
Interest/Dividends	\$ 0.08
Disbursements	
7/31/18 Balance	\$ 188.78

ESSA FERNWOOD ESCROW - GENERAL FUND

7/1/18 Balance	\$ 37,882.53
Receipts	
Interest/Dividends	\$ 26.57
Disbursements	
7/31/18 Balance	\$ 37,909.10

ESSA - CAFETERIA FUND

7/1/18 Balance	\$ 532,933.14
Receipts	\$ 523.45
Interest/Dividends	\$ 372.74
Disbursements	\$ (2,206.40)
7/31/18 Balance	\$ 531,622.93

PLGIT - CAFETERIA FUND

7/1/18 Balance	\$ 40,258.70
Receipts	
Interest/Dividends	\$ 59.01
Disbursements	
7/31/18 Balance	\$ 40,317.71

EAST STROUDSBURG AREA SCHOOL DISTRICT  
TREASURER'S REPORT AS OF JULY 31, 2018

PSDLAF - CAPITAL RESERVE FUND

7/1/18 Balance	\$ 23,406,110.21
Receipts	
Interest/Dividends	\$ 34,307.70
Disbursements	
7/31/18 Balance	\$ 23,440,417.91

ESSA - CONCESSION STAND

7/1/18 Balance	\$ 27,427.34
Receipts	
Interest/Dividends	\$ 16.23
Disbursements	
7/31/18 Balance	\$ 27,443.57

ESSA - EXPENDABLE TRUST

7/1/18 Balance	\$ 31,291.28
Receipts	
Interest/Dividends	\$ 21.95
Disbursements	
7/31/18 Balance	\$ 31,313.23

ESSA - NON-EXPENDABLE TRUST

7/1/18 Balance	\$ 18,424.97
Receipts	
Interest/Dividends	\$ 12.92
Disbursements	
7/31/18 Balance	\$ 18,437.89

ESSA - SPECIAL ACTIVITY

7/1/18 Balance	\$ 237,067.11
Receipts	
Interest/Dividends	\$ 166.27
Disbursements	
7/31/18 Balance	\$ 237,233.38

ESSA CD INVESTMENT - SPECIAL ACTIVITY

6/30/18 Balance Before Interest/Dividends	\$ 39,917.42
Receipts	
Interest/Dividends 6/30/18	\$ 203.76
Disbursements	
7/31/18 Balance	\$ 40,121.18

ESSA - STUDENT ACTIVITY

7/1/18 Balance	\$ 72,681.25
Receipts	
Interest/Dividends	\$ 50.98
Disbursements	
7/31/18 Balance	\$ 72,732.23



APPLICATION AND CERTIFICATION FOR PAYMENT  
 TO: East Stroudsburg Area School District  
 50 Vine Street  
 East Stroudsburg, PA 18301

PROJECT: J T Lambert Intermediate School Masonry Repairs  
 APPLICATION NO.: 7  
 AIA DOCUMENT G702  
 Page one of 2 Pages



FROM CONTRACTOR: Jones Masonry Restoration Corporation  
 CONTRACT FOR: East Stroudsburg Area School District  
 VIA ARCHITECT: D'Huy Engineering, Inc.  
 PERIOD TO: 6/30/18  
 PROJECT NO: 287005  
 CONTRACT DATE:

DISTRIBUTION TO:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

**CONTRACTOR'S APPLICATION FOR PAYMENT**


Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. Original Contract Sum \$ 1,548,000.00
2. Net change by Change Orders \$ 3,859.50
3. Contract Sum to Date (line 1 + 2) \$ 1,551,859.50
4. TOTAL COMPLETED & STORED TO DATE (COLUMN G ON G703) \$ 1,551,859.50
5. RETAINAGE:
  - a. 0% of Completed Work \$ 0.00
  - b. 0% of Stored Material \$ 0
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 1,551,859.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,533,881.65
8. CURRENT PAYMENT DUE \$ 17,977.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CONTRACTOR: Jones Masonry Restoration Corporation  
 By:  Date: 7/9/18  
 State of: PA  
 County of: Dauphin  
 Subscribed and sworn to before me this 9th day of July 2018  
 Notary Public:   
 My Commission expires: 10/04/2020  
 COMMONWEALTH OF PENNSYLVANIA  
 NOTARIAL SEAL  
 Trina R Hardison  
 Lower Paxton Twp, Dauphin County  
 My Commission Expires 10/04/2020

**ARCHITECT'S CERTIFICATE FOR PAYMENT**  
 In accordance with the Contract Documents, based on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED.....\$ 17,977.85  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
 ARCHITECT:

BY:  Date: 7/9/2018  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner	17,375.00	
Total approved this Month	-13,515.50	
TOTALS	3,859.50	
NET CHANGES By Change order	3,859.50	

CONTINUATION SHEET

APPLICATION NO. 6  
 PERIOD ENDING 12/15/2017  
 Architect's No. 287005

Project No.

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIAL	TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH	RETAINAGE
1	Mobilization	142,500.00	142,500.00			142,500.00	100%	0.00	7,125.00
2	Submittals	28,500.00	28,500.00			28,500.00	100%	0.00	1,425.00
3	Bond	46,440.00	46,440.00			46,440.00	100%	0.00	2,322.00
4	JT Lambert								
5	Masonry Cleaning	60,000.00	60,000.00			60,000.00	100%	0.00	3,000.00
6	Masonry Veneer Replacement	292,310.00	292,310.00			292,310.00	100%	0.00	14,615.50
7	Caulking	72,000.00	72,000.00			72,000.00	100%	0.00	3,600.00
8	Window Head Repair	150,000.00	150,000.00			150,000.00	100%	0.00	7,500.00
9	Site Walls Reconstruction	375,000.00	375,000.00			375,000.00	100%	0.00	18,750.00
10	Steel	80,000.00	80,000.00			80,000.00	100%	0.00	4,000.00
11	Metal Coping	15,000.00	15,000.00			15,000.00	100%	0.00	750.00
12	Landscaping	10,000.00	5,000.00	5,000.00		10,000.00	100%	0.00	500.00
13	Lintel Replacement	5,000.00	5,000.00			5,000.00	100%	0.00	250.00
14	Alternate#1	18,000.00	18,000.00			18,000.00	100%	0.00	900.00
15	Allowance	105,400.00	88,906.65	2,977.85		91,884.50	87%	13,515.50	4,594.23
16	North High School								
17	Masonry Veneer Replacement	80,000.00	80,000.00			80,000.00	100%	0.00	4,000.00
18	Repointing	40,000.00	40,000.00			40,000.00	100%	0.00	2,000.00
19	Caulking	3,000.00	3,000.00			3,000.00	100%	0.00	150.00
20	Masonry Cleaning	3,000.00	3,000.00			3,000.00	100%	0.00	150.00
21	Sheet Metal	3,000.00	3,000.00			3,000.00	100%	0.00	150.00
22	Close Out Documents	5,000.00	5,000.00			5,000.00	100%	0.00	250.00
	Demobilization	13,850.00	13,850.00			13,850.00	100%	0.00	692.50
	Change Order #1	17,375.00	17,375.00			17,375.00	100%	0.00	868.75
	Change Order #2 (unused allow.)	-13,515.50	-13,515.50	-13,515.50		-13,515.50	100%	0.00	-675.78
		1,551,859.50	1,543,881.65	-5,537.65		1,551,859.50		13,515.50	77,592.98

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

## INVOICE

No. 47314  
02/28/2018

### 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 January 27, 2018 To February 23, 2018

#### 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	\$64,000.00	100.00	\$0.00

#### 05 - Construction Services for Masonry Repairs

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

**06 - Extended Design & Construction**

Contract Maximum:	\$21,000.00
Previous Billings Against Maximum:	\$20,853.35
Current Billings Against Maximum	\$146.65
Balance After This Invoice:	\$0.00

**Professional Services**

	Task	Hours	Rate	Amount
Principal Engineer	Document Review	.50	180.00	\$90.00
Senior Project Manager	Project Administration	1.00	130.00	\$130.00
<b>Total Professional Services for 06</b>				<b>\$220.00</b>
<b>Total Charges for 06</b>				<b>\$220.00</b>

<b>INVOICE TOTAL</b>	<b>\$146.65</b>
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## ESTIMATE

Grand Total (USD)  
**\$4,575.60**BILL TO  
**Robert Sutjak**  
Lehman Intermediate School  
  
robert-sutjak@esasd.netEstimate Number: 1178  
Estimate Date: July 14, 2018  
Expires On: July 31, 2018

Services	Quantity	Rate	Amount
<b>Interior Painting</b> Removed Peeling Paint From Cafeteria Ceiling	80	\$46.87	\$3,749.60
<b>Machine Rental</b> Electric Scissor Lift	1	\$567.00	\$567.00
<b>Subtotal:</b>			\$4,316.60
sales 6%:			\$259.00
<b>Total:</b>			\$4,575.60
<b>Grand Total (USD) :</b>			<b>\$4,575.60</b>

VLS Painting LLC  
East Stroudsburg, PA 18302  
United StatesContact Information  
570-213-9026  
www.vlspaintingllc.com

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7/19/2018

Quote 0000063 from Karl Moeller Construction

Karl Moeller Construction  
1164 Hillside dr  
East Stroudsburg, Pa. 18301

**QUOTE**

ESASD  
50 Vine st  
East Stroudsburg Pa 18301

Quote # 0000063

Quote Date 07/18/2018

Item	Description	Unit Price	Quantity	Amount
	Crack Seal	1140.00	1.00	1,140.00
	Seal Coat with GemSeal FedSpec 34833 sqft	34833.00	0.12	4,179.96
	Re-Strip all parking and ADA spaces and yellow on curbing	705.00	1.00	705.00
<b>NOTES:</b> Parking area main entrance ESASDS				
<b>Subtotal</b>				6,024.96
<b>Total</b>				6,024.96
<b>Amount Paid</b>				0.00
<b>Quote</b>				\$6,024.96

7/19/2018

Quote 0000062 from Karl Moeller Construction

Karl Moeller Construction  
1164 Hillside dr  
East Stroudsburg, Pa. 18301

# QUOTE

ESASD  
50 Vine st  
East Stroudsburg Pa 18301

Quote # 0000062

Quote Date 07/18/2018

Item	Description	Unit Price	Quantity	Amount
	Crack seal	840.00	1.00	840.00
	Seal Coat with GemSeal FedSpec 25666 sqft	0.12	25666.00	3,079.92
	Re-Strip all parking and ADA spaces	603.00	1.00	603.00
<b>NOTES:</b> Admin parking lot ESASDS				
<b>Subtotal</b>				4,522.92
<b>Total</b>				4,522.92
<b>Amount Paid</b>				0.00
<b>Quote</b>				\$4,522.92



2701 E. Cumberland St. Lebanon PA 17042 - P 1/800-932-4625 F 717/272-0970  
[www.brightbill.com](http://www.brightbill.com)

**Customer:** East Stroudsburg Area School District

**Address:** 50 Vine Street, East Stroudsburg, PA 18301

**Contact Name:** Jeffrey Bader/ Robert Sutjak

**Phone#:** (570) 424-8500

**Cell#:**

**FAX #**

**EMAIL:**

**Stk/Bdy#:** \_\_\_\_\_

**VIN:** \_\_\_\_\_

**Stk/Bdy#:** \_\_\_\_\_

**VIN:** \_\_\_\_\_

**Stk/Bdy#:** \_\_\_\_\_

**VIN:** \_\_\_\_\_

**Stk/Bdy#:** \_\_\_\_\_

**VIN:** \_\_\_\_\_

QTY	DESCRIPTION	EACH	TOTAL AMOUNT
2	2020" NEW" Blue Bird 30 Pass. School Bus w/ Propane Power	102,465.00	204,930.00
	Vision w 6.8L LPG 169" WB Spec Package 166956		0.00
	Sourcewell 166956		0.00
	Configuration # 2- 30 Passenger Buses w/ Lift		0.00
	Air Conditioning System added		0.00
	Includes local add ons		0.00
			0.00
			0.00
			0.00
	TIRE 1. ea /TRANSFER w/Lien \$ 84./NEW w/Lien 119. / Process 51./Tax6-7-8		0.00
<b>TOTAL INVESTMENT:</b>			<b>\$204,930.00</b>

**TRADE PAYOFF TO:** NA **Please attached Trade payoff form!!**

**PAYOFF AMOUNT:** \_\_\_\_\_

**TOTAL ORDER AMOUNT AFTER TRADE PAYOFF:** \$204,930.00

**THIS ORDER FINANCED BY:** \_\_\_\_\_

**REQUESTED delivery date:** 05/25/18

**SPECIAL INSTRUCTIONS / PREOWNED WARRANTY TERMS:**

Reference Sourcewell

166956

Pricing good thru 9-15-18

Mason Homphill 8.09.18  
**Sales Rep. & Date**

Customer Accepted & Date

Window sheet attached? ???? ?

Lettering sheet attached? ???? ?



2701 E. Cumberland St. Lebanon PA 17042 - P 1/800-932-4625 F 717/272-0970

[www.brightbill.com](http://www.brightbill.com)

**Customer:** East Stroudsburg Area School District

**Address:** 50 Vine Street, East Stroudsburg, PA 18301

**Contact Name:** Jeffrey Bader/ Robert Sutjak

**Phone#:** (570) 424-8500

**Cell#:**

**FAX #**

**EMAIL:**

**Stk/Bdy#:** \_\_\_\_\_

**VIN:** \_\_\_\_\_

**Stk/Bdy#:** \_\_\_\_\_

**VIN:** \_\_\_\_\_

**Stk/Bdy#:** \_\_\_\_\_

**VIN:** \_\_\_\_\_

**Stk/Bdy#:** \_\_\_\_\_

**VIN:** \_\_\_\_\_

QTY	DESCRIPTION	EACH	TOTAL AMOUNT
21	2020" NEW" Blue Bird 72 Pass. School Bus w/ Propane Power	91,705.00	1,925,805.00
	Vision w 6.8L LPG 169" WB Spec Package 159714		0.00
	Sourcewell 159714		0.00
	Configuration # 1 - Auto Trans/ Air Ride; Air Disc Brakes		0.00
			0.00
	Includes local add ons		0.00
			0.00
			0.00
			0.00
	TIRE 1. ea /TRANSFER w/Lien \$ 84./NEW w/Lien 119. / Process 51./Tax6-7-8		0.00

**TOTAL INVESTMENT:**

\$1,925,805.00

**TRADE PAYOFF TO:** NA

Please attached Trade payoff form!!

**PAYOFF AMOUNT:** \_\_\_\_\_

**TOTAL ORDER AMOUNT AFTER TRADE PAYOFF:** \$1,925,805.00

**THIS ORDER FINANCED BY:** \_\_\_\_\_

**REQUESTED delivery date:** 05/25/18

**SPECIAL INSTRUCTIONS / PREOWNED WARRANTY TERMS:**

Reference Sourcewell 159714

Pricing good thru 9-15-18

Mason Hemphill 8/09/18  
Sales Rep. & Date

Customer Accepted & Date

Window sheet attached? ????

Lettering sheet attached? ????

# EAST STROUDSBURG AREA SCHOOL DISTRICT

## Independent Contractor Agreement

# 818

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

THIS AGREEMENT is made this 6<sup>th</sup> day of 8, 2018, by and between:

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

AND

**Marianne Anderson-Santilli** (the "Contractor") of 2112 Eagle Path, Bushkill, PA 18324

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

### 1. Nature of Position

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

### 2. Scope of Duties

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

### 3. Breach of Agreement

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

### 4. Notices

Any notice, request, demand or other communication required or permitted to be given under this Agreement will be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows (or to such other addressee as will be set forth in a notice given in the same manner):



## SCHEDULE A

Description of Service to be performed (be specific):

Providing dance instruction and choreography for Lehman Intermediates School's Spring production

Location of Services:

Lehman Intermediate School classrooms and auditorium

Effective Date:

3/19/19 through 5/4/19

Professional Fee:

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

b) Fixed Rate: \$ 1000.00

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

Budget Code: Lehman Spring Production

Department: Vocal Music

District Initiator: Hillary A Stevens

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

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

EAST STROUDSBURG AREA SCHOOL DISTRICT

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

Contract for In-District Services

Name of Provider: Lori Barry

Employee # 7371

Date(s) of Services: 8/20/18

Title of Presentation/Service: ESL @ ESASD - Inductions

Purpose of Presentation/Service: new teacher inductions info.

Total Time Required for Presentation/Service: 1 1/2 hours

Presentation/Service Facility: Admin Board Rm.

Maximum Number of Participants: 35

Presentation/Service Rate: \_\_\_\_\_

Total Estimated Cost of Proposed Presentation/Service: \$150.00

Budget Account Number to be charged: \_\_\_\_\_

Audio/Visual Equipment Needed: projector, screen

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: Lori Barry

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: \_\_\_\_\_

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

**EAST STROUDSBURG AREA SCHOOL DISTRICT  
Independent Contractor Agreement****818**

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

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**THIS AGREEMENT** is made this 23<sup>rd</sup> day of July 2018, by and between:

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

**AND**

**Adam Burdett** (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):

Mr. Burdett will be responsible for writing the marching band drill for the North high school marching band for the fall 2018 season. The drill will be written based on a count sheet provided by the school marching band director.

Mr. Burdett will be welcome to attend rehearsals, if able, but this will not be required as part of this contract.

Location of Services:

East Stroudsburg Area High School - North  
279 Timberwolf Drive  
Dingmans Ferry, PA 18328

Effective Date: August 13, 2018 – September 7, 2018

Professional Fee:

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

b) Fixed Rate: \$ 1,500.00

c) Are expenses included? NO

Budget Code: 10-3210-330-000-30-819-125-000-0000 Department: Instrumental Music

District Initiator: Paul M. Bakner

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

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

**THIS AGREEMENT**, is made this \_\_\_ day of \_\_\_\_, 2018, 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. 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 \$3573.00 in two equal payments on the first day of the Fall and Spring Semesters and a third payment of \$2048.40 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 representatives of the parties have executed this Agreement as of the date previously indicated.

Authorized Signature:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

\_\_\_\_\_  
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



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

**THIS AGREEMENT**, is made this \_\_\_ day of \_\_\_\_, 2018, 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 \$3573.00 in two equal payments on the first day of the Fall and Spring Semesters and a third payment of \$2048.40 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 representatives of the parties have executed this Agreement as of the date previously indicated.

---

Authorized Signature:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

\_\_\_\_\_  
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



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

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

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**THIS AGREEMENT** is made this Nineteenth day of July, 2018, by and between:

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

**AND**

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

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

**1. Nature of Position**

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

**2. Scope of Duties**

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

**3. Breach of Agreement**

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

## SCHEDULE A

Description of Service to be performed (be specific):

Mr. Flint will be responsible for writing the drill (coordinated movement) for the South High School Marching Band for the Fall 2018 season. This drill should fit the style of the music and the basic abilities of the band, as described by the band director.

The first tune of the drill should be delivered by the first day of band camp, Monday, July 30, 2018, and all drill should be completed by Wednesday, August 8.

Location of Services:

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

Effective Date: July 20 – August 31, 2018

Professional Fee:

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

b) Fixed Rate: \$ 1750.00

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

Budget Code: 10-3210-330-000-30-820-125-000-0000 Department: Instrumental Music

District Initiator: Katye N. Clogg

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

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

# Acceptance

## Frank Martz Coach Company

Client ID Client Company Client Ref 1 Client Ref 2	ESHSSouth East Stroudsburg High School South Debra Ecenbarger Prom 2019	Charter ID Movement ID Status Passengers	54038 68944 Firm 400
First Pick-up Pick-up Date Single Journey Vehicle To Stay	East Stroudsburg, PA Sat 5/4/2019      Time 15:00 No Yes	Destination Arrival Date Leave Date Back Date	Allentown, PA Sat 5/4/2019      Time Sat 5/4/2019      Time Sat 5/4/2019      Time 23:30

### First Pick-up Instructions

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

Group Leader: Name/Cell # TBA

### Destination Instructions

The Palace Center  
623 Hanover Street, Allentown, PA 18109

5pm to 10pm

10:15 depart for return

changes to times or locations could alter price

Seats	Vehicle Description	Vehicle No
55	Deluxe Motorcoach	1
55	Deluxe Motorcoach	2
55	Deluxe Motorcoach	3
55	Deluxe Motorcoach	4
55	Deluxe Motorcoach	5
55	Deluxe Motorcoach	6
55	Deluxe Motorcoach	7
55	Deluxe Motorcoach	8

Movement Totals

\$9,504.00

Driver Description	Vehicle No	Driver Description	Vehicle No
Driver	1	Driver	2
Driver	3	Driver	4
Driver	5	Driver	6
Driver	7	Driver	8

# Acceptance

## Frank Martz Coach Company

Client ID	ESHSSouth	Charter ID	54038
Client		Movement ID	68944
Company	East Stroudsburg High School South	Status	Firm
Client Ref 1	Debra Ecenbarger	Passengers	400
Client Ref 2	Prom 2019		

Route	Further Requirements
-------	----------------------

quoted by Ginny Zindell  
570 821 3850 - phone  
570 821 3811 - fax  
gzindell@martzgroup.com

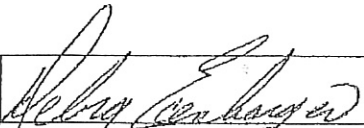
\*DEPOSIT and SIGNED ACCEPTANCE are REQUIRED  
within 7 days of booking. Balance is due 14  
days prior to departure.\*

\*Group is responsible for any parking fees.\*

\*Any change in time, pickup location, or  
itinerary may result in a change of price.\*

Included Items	Included	Included Items	Included
Driver Gratuity	No	Parking	No
Vehicle Facilities			
DVD Player		Restroom	
		WIFI	

I have checked all the details above and agree that they are correct. I confirm that I would like to make a firm booking and I accept the above price as well as the terms and conditions detailed in the attached letter.

Signature		Print Name	Debra Ecenbarger	Date	7-31-18
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Coach Manager Printed: 7/31/2018 12:13:10 PM



**Martz Group**  
239 Old River Road  
Wilkes-Barre, PA 18702  
Phone: 570-821-3855  
Fax: 570-821-3811  
martz-sales@martzgroup.com

---

Thank you for choosing Martz Group for your transportation needs. We pride ourselves in having the finest motor coach services available!

In order to ensure that you receive the best possible service, we ask that you review the information contained within the document titled "Movement Details." Please indicate your acceptance of these details by signing and returning the document titled "Acceptance" to the address listed above and be sure to fill in any addresses or times still needed.

For your convenience, a "Sample Itinerary" is also included to show what information is needed for your reservation.

**A \$200 DEPOSIT PER BUS FOR SINGLE DAY TRIPS AND 10% FOR MULTI-DAY TRIPS IS REQUIRED WITHIN 7 DAYS OF BOOKING. (See Terms & Conditions for more detail)**

The balance is due 14 days prior to departure. A change in time, pickup location, or itinerary will result in a price change.

Trip cancellations must be made 30 days prior to departure otherwise the deposit will be held as a cancellation fee. Trips cancelled less than 72 hours prior to the departure date will be subject to a fee of 50% of the total contract price. The total amount of the charter will be held as a cancellation fee for trips cancelled on the scheduled date of the departure.

Federal Law prohibits the driver from working more than 15 hours or driving more than 10 hours on any given day. All customer itineraries must reflect times that accommodate these regulations otherwise a relief driver will be needed which will result in additional charges.

Please also take a moment to review our General Terms and Conditions.

If you have any changes or questions, please call us at 570-821-3855. For after hours, please call 570-821-3874 if there is an emergency with your trip. We look forward to serving you and making your trip as pleasant as possible!

Best Regards,  
Ginny Zindell

## Martz Group General Terms and Conditions

- **Equipment** – Charters are based on the vehicles being furnished with sufficient seating capacity to accommodate the chartering party. Martz Group reserves the right when operating conditions so require, to furnish vehicles of greater capacity or of a different classification or type or model.
- **Baggage** - Personal Baggage, Musical Instruments, Athletic Equipment or any other paraphernalia necessary for the purpose of the charter trip, and limited to the chartered vehicle, will be transported in custody of the chartering party at no additional charge. Martz Group assumes no responsibility or liability for such personal baggage and/or property transported.
- **Detailed Itineraries** - All application of charges are based on customer-provided itineraries. Final itineraries are to be provided 14 days prior to scheduled departure. Final charges are subject to change if the final itinerary differs from the itinerary provided for original quoted charges.
- **Application of Charges** – Rates and charges named herein apply over first class roads, such as paved, oiled macadam or roads over which equipment can be operated throughout the duration of the Charter. If during the trip, the chartering party desires to change routing of the trip, make extra side trips or extend originally scheduled trip, additional charges will be assessed and collected based on the availability at the time of charge.
- **Liability for Delays** - Martz Group will not be liable for delays caused by accidents, breakdown, bad road conditions, inclement weather or other conditions beyond its control. If, in the opinion of Martz Group, conditions make it inadvisable to operate charter service from point or origin or at any point along the route, Martz Group will not be held liable therefore, or be caused to be held for damage for any reason whatsoever. Additional costs such as meals, lodging and transportation will in this respect be the responsibility of the chartering party.
- **Objectionable Persons** – Martz Group reserves the right to refuse to transport any person or persons under the influence of alcohol or drugs, or whose conduct is such as to make him/her objectionable to other passengers, driver, or the safe operation of the chartered vehicle.
- **Payment Policy** – A \$200 deposit per bus or 10% deposit for multi-day day trips is due within 7 days of booking. Final payment is due 14 days prior to the scheduled departure. Schools may submit Purchase Order Numbers to hold the reservation. Customers with approved credit may submit payment upon receipt of invoice after the trip. Pricing will remain valid 60 days from the original quote date.
- **Cancellation Policy** – A forfeit of deposit will apply to any trip cancelled less than 30 days prior to the scheduled departure. Charters cancelled less than 72 hours from the scheduled departure will receive a fee of 50% of the total booking amount. Charters cancelled on site will receive a cancellation fee of 100% of the total contract price.
- **Damage to Equipment** - Any damage to seats, windows or other equipment or part of the chartered vehicle which is caused by any member of the chartering party, shall be the responsibility of the chartering party, and the cost to Martz Group for repair and/or loss of service due to such damage will be paid by the chartering party.
- **Charter Price Inclusions** – Items such as driver gratuity, driver hotel accommodations for multi-day trips, parking fees, etc. should be discussed with your Charter Sales Agent as they are not typically included in the total price of the charter. There are no additional taxes that will be added to your total.
- **Price Adjustment Clause** - Due to uncontrollable energy market variables, it may become necessary to adjust prices on the total cost of this contract. Advanced notification of this price adjustment will be sent when possible, however this adjustment may appear on your final invoice once the trip has occurred. Please understand many service contracts are booked months in advanced, making it impossible to forecast the variables which would impact our operations.

239 Old River Road  
Wilkes-Barre, PA 18702

570-821-3838 P  
570-821-3811 F

MARTZGROUP.COM



EAST STROUDSBURG AREA SCHOOL DISTRICT

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

**Contract for In-District Services**

Name of Provider: Scott Hnasko

Employee #7109

Date(s) of Services: 8/20/18

Title of Presentation/Service: *New Teacher Induction – E-mail/Sapphire/Internet Training*

Purpose of Presentation/Service: New Teacher Induction

Total Time Required for Presentation/Service: 90 minutes

Presentation/Service Facility: Computer lab in High School South

Maximum Number of Participants: *no max*

Presentation/Service Rate: \$150.00

Total Estimated Cost of Proposed Presentation/Service: \$150.00

Budget Account Number to be charged: \_\_\_\_\_

Audio/Visual Equipment Needed: *computer lab with LCD projector and presenter computer*

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

*8.14.18*

DATE

Signature of Provider: \_\_\_\_\_

Provider sends to Assistant Superintendent for Curriculum & Instruction

*8/13/18*

DATE

**Approvals:**

Assistant Superintendent

For Curriculum & Instruction: \_\_\_\_\_

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

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

CONTRACT FOR SERVICE  
(REVENUE GENERATING)

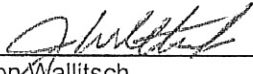
This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and East Stroudsburg Area School District, 50 Vine Street, East Stroudsburg, PA 18301, (570) 424-8571.

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

The cost for said services is \$468.72 per license, for 9 licenses. This contract shall not exceed \$4,218.48 and is in effect for the 2018-2019 school year.

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

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

  
Mr. Jon Wallitsch  
Director of Fiscal Affairs

8/1/18  
Date

\_\_\_\_\_  
East Stroudsburg Area School District  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal ID Number

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

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.

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.

Colonial Intermediate Unit 20 will provide psychiatric evaluations as requested by the East Stroudsburg Area School District.

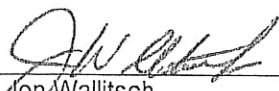
The rates for this service are as follows:

Psychiatric Evaluation	\$287.56
Psychiatric Amendment	\$115.02
Fee for No Show Appointment	\$115.02
Fee for Cancellation-Less than 48 Hours' Notice	\$115.02

The total amount of this contract will be based on the total number of hours requested for each service per student, as well as any fees for no show or cancelled appointments. This contract will be in effect for the 2018-2019 school year.

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.

  
Mr. Jon Wallitsch  
Director of Fiscal Affairs

7/27/18  
Date

\_\_\_\_\_  
East Stroudsburg Area School District  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal ID Number

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

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.

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.

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

The rate for this service will be \$12.00 per month, for 10 months, not to exceed \$120.00, plus a fee of \$1.15 per minute for interpreting services. This contract will be in effect for the 2018-2019 school year.

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

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

  
Mr. Jon Wallitsch  
Director of Fiscal Affairs

7/27/18  
Date

\_\_\_\_\_  
East Stroudsburg Area School District  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal ID Number

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

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.

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

CONTRACT FOR SERVICE  
(REVENUE GENERATING)

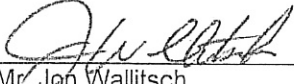
This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and East Stroudsburg Area School District, 50 Vine Street, East Stroudsburg, PA 18301, (570) 424-8571.

Colonial Intermediate Unit 20 will provide online professional development for paraeducators, teaching assistants and administrators with ParaEducator Learning Network Subscription.

The total cost for the unlimited license option is \$1,500.00 and will be in effect from August 1, 2018 through July 31, 2019.

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

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

  
Mr. Jon Wallitsch  
Director of Fiscal Affairs

7/27/18  
Date

\_\_\_\_\_  
East Stroudsburg Area School District  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal ID Number

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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.

Colonial Intermediate Unit 20 will provide and bill directly for Educational Audiology Services, Itinerant Hearing and Vision Support, Occupational and Physical Therapy, Orientation and Mobility Services, Psychological Services and Speech and Language Support for the 2018-2019 school year. Colonial Intermediate Unit 20 will provide Child Find evaluations at nonpublic and private schools for the purpose of FAPE as requested by the school district for services listed on the contract.


The rates for services are as follows:

Educational Audiology Services	\$247.56/hour
Itinerant Hearing Support	\$165.43/hour
Itinerant Vision Support	\$290.97/hour
Occupational Therapy	\$125.55/hour
Orientation and Mobility Services	\$290.97/hour
Physical Therapy	\$144.32/hour
Psychological Services	\$122.02/hour
Speech and Language Support	\$123.20/hour

The total amount of this contract will be based on the total number of hours requested for each service per student. This contract is in effect for the 2018-2019 school year.

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

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

  
Mr. Jon Wallitsch  
Director of Fiscal Affairs

2/27/18  
Date

\_\_\_\_\_  
East Stroudsburg Area School District  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal ID Number

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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.


Colonial Intermediate Unit 20 will secure an LPN or RN to administer medication for East Stroudsburg Area School District students while attending Community Based Instruction and/or field trips.

The rate for this service is \$51.50 an hour for an LPN and \$56.65 an hour for an RN.

The total amount of this contract will be based on the total number of hours requested. This contract is in effect for the 2018-2019 school year.

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

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

  
Mr. Jon Wallitsch  
Director of Fiscal Affairs

7/27/18  
Date

\_\_\_\_\_  
East Stroudsburg Area School District  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal ID Number

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

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ATTORNEYS AT LAW  
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HUNTINGDON VALLEY, PENNSYLVANIA 19006

SENDER'S EMAIL: mlevin@levinlegalgroup.com

MICHAEL IRA LEVIN  
ANNE E. HENDRICKS  
ALLISON S. PETERSEN  
PAUL J. CIANCI  
TAMMY J. FLAIL  
CRAIG D. GINSBURG  
DAVID W. BROWN  
RICHARD B. GALTMAN  
JAMES J. MUSIAL

August 15, 2018

**Via Email to eric-forsyth@esasd.net**

Eric D. Forsyth, SFO, PRSBA  
Director of Administrative Services  
East Stroudsburg Area School District  
50 Vine St  
East Stroudsburg PA 18301

**Re: Engagement with the East Stroudsburg Area School District**

Dear Eric:

We are pleased to submit this letter which summarizes our relationship with the East Stroudsburg Area School District ("School District") as legal counsel. The following paragraphs describe our understanding of the terms and objectives of our engagement as legal counsel for the School District and the nature and scope of the services we will provide.

**Our Responsibilities and Services.**

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

1. Attendance at meetings, including executive sessions and committee meetings;
2. Advising the School District administration and/or board of material information consistent with our duties representing the School District;
3. Investigation of facts for the purpose of rendering legal advice;
4. Issuance of opinion letters;
5. Preparation of contracts, requests for proposals and invitations to bid;

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

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

apparent authority to act for School District, by course of dealing or otherwise with respect to any services.

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

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

1. We will not perform services that we have not been asked to perform;
2. When performing our services under this engagement, we will rely on the facts provided to us by you and will not undertake an independent investigation of the facts unless specifically requested to do so by you;
3. We will advise you if a particular service cannot be provided because we do not believe that we have sufficient competency in the applicable area of the law;
4. We will not provide services where we may be prohibited from providing such services in accordance with the Rules of Professional Responsibility due to such things as a conflict of interest that might exist with respect to a particular matter; and
5. When negotiating a contract on behalf of the School District, we will always seek to obtain provisions that are commercially reasonable, unless instructed otherwise by the School District.

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

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

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

and handling of matters we are handling. The School District also agrees to bring to our attention any changes in the information as originally provided to us as soon as such information becomes available.

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

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

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

### **Engagement Administration**

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

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

Auditing standards generally accepted in the United States of America require that we communicate certain matters related to the conduct of our services to your auditors. It is understood that our communication with your auditors is part of the services that we are required to provide. In addition, there are certain matters that might require our disclosure of the

information to the board of school directors, such as willful violations of legal requirements that are material; serious difficulties that we encountered in dealing with management related to the performance of our services; any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the consolidated financial statements or our report; major issues that were discussed with management in connection with our services; and other matters as considered necessary or required to be communicated under professional standards.

### **Scope of Our Work**

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

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

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

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

You should understand that we may be required to make regular report to the payor concerning the engagement. Such reports may include information regularly developed in the course of the engagement, unless for some reason you specifically instruct us not to forward some



confidential information to the payor. Such an instruction may, depending on the terms of the agreement between you and the payor, affect the payor's obligations to indemnify you or to pay your legal fees and costs.

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

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

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

### **Document Retention**

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

## Engagement Fees

Our fees are as follows:

Rate	Attorneys
\$200.00/hr.	Michael I. Levin
\$190.00/hr.	Anne Hendricks, Allison Petersen, Paul Cianci, Tammy Schmitt, Craig Ginsburg, David Brown, Richard Galtman, and James Musial

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

We charge fees "portal-to-portal."

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

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

## Other Engagement Matters and Limitations

### (a) Management Functions

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

### (b) E-mail

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

Although e-mail is an efficient method of communication, it is not necessarily a fool-proof method. For a variety of reasons, an e-mail may not be received or posted to an inbox, as opposed to the "junk-box," for example. An e-mail may be inadvertently deleted. Therefore, we cannot

take assignments by exclusively by email. If there is anything that you need us to do, you need to talk to a "live" person and ensure that we have notice of what you want us to do for you. Unless we specifically respond to an email, you may not assume that we received the email or will take action pursuant to an email request. The disclaimers in this paragraph are intended for your protection as well as our protection. We want to avoid any possibility that an assignment or request is missed because of the shortcomings of email.

(c) Contract Forms and Recommendations

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

(d) Disputes

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

(e) Limitations on Damages and Indemnification

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

(f) Legal Actions

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

(g) Miscellaneous

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

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

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

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

*Michael I. Levin*

Michael I. Levin

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

ACCEPTED:

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

EAST STROUDSBURG AREA SCHOOL DISTRICT  
Independent Contractor Agreement

---

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

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THIS AGREEMENT is made this 31st day of July, 2018, by and between:

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

AND

Leticia Lladoc (the "Contractor")

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

**1. Nature of Position**

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

**2. Scope of Duties**

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

**3. Breach of Agreement**

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

SCHEDULE A

Description of Service to be performed (be specific):

New Teacher Induction (Orientation)  
Topic: Challenges and Importance of Diversity  
"Building Personal and Professional  
Competence for a Multicultural Society"

Location of Services:

Administration Center, ESASD

Effective Date: Monday, August 20, 2018

Professional Fee:

a) Rate (Daily/Hourly/Other): \$ \_\_\_\_\_  
Time (Days/Hour/Other): 11:00 am - 12:30 PM  
Total Cost: \$ 150.00

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

c) Are expenses included? ☒ YES ☐ NO

If no, please itemize:

Budget Code: \_\_\_\_\_

Department: \_\_\_\_\_

District Initiator: \_\_\_\_\_

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

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



## INVOICE

**For:** East Stroudsburg Area School District

**Purpose:** 2018 New Teacher Induction

**Topic:** Diversity/Multicultural Issues

**Date:** Monday, August 20, 2018

**Time:** 11:00 AM – 12:30 PM

**Location:** Administration Center, ESASD

**Fee:** \$150.00 (presentation and materials)

**Presenter:** Dr. Letitia M. Lladoc, PhD

**Address:** 194 Mountain View Drive  
Stroudsburg, PA 18360

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

**E-mail:** lettie@ptd.net

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

---

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

---

**THIS AGREEMENT** is made this Twentieth day of July, 2018, by and between:

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

**AND**

**Kirby Marino** (the "Contractor")

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

**1. Nature of Position**

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

**2. Scope of Duties**

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

**3. Breach of Agreement**

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 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):

Mr. Marino will be responsible for assisting with the drum line during the week of Band Camp for the South High School Marching Band for the Fall 2018 season. This will include helping the drum line warm up, teaching the show tunes, instructing drum-specific marching techniques, and assisting with the various needs of the band, as described by the band director.

Location of Services:

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

Effective Date: July 31 – August 31, 2018

Professional Fee:

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

b) Fixed Rate: \$ 350.00

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

Budget Code: 10-3210-330-000-30-820-125-000-0000 Department: Instrumental Music

District Initiator: Katye N. Clogg

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

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

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

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

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**THIS AGREEMENT** is made this 21st day of May, 2018, by and between:

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

**AND**

Schafer's Video Production (the "Contractor") of N. 30<sup>th</sup> Street, Allentown PA 18104

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):

Provide game videography for all North Football games and scrimmages at specified locations and times listed below. Appropriate notification will be made related to schedule changes.

Location of Services:

8/18/18 – At Bangor High School Football Stadium @ 10:00a.m.  
8/24/18 – At Freedom High School Football Stadium @ 7:00p.m.  
8/31/18 – Stroudsburg High School at North Football Stadium @ 7:00p.m.  
9/7/18 – At William Allen High School Football Stadium @7:00p.m.  
9/14/18 – Northampton High School at North Football Stadium @7:00p.m.  
9/22/18 – At Allentown Central Catholic High School Football Stadium @ TBA  
9/28/18 – Dieruff High School at North Football Stadium @ 7:00p.m.  
10/5/18 - At Pleasant Valley High School Football Stadium @ 7:00p.m.  
10/12/18 – Pocono Mountain East High School at North Football Stadium @ 7:00p.m.  
10/19/18 – Pocono Mountain West High School at Football Stadium @ 7:00p.m.  
10/26/18 – At East Stroudsburg South Football Stadium @ 7:00p.m.  
Playoff game - TBA

Effective Date: 8/18/18

Professional Fee:

- a) Rate (Daily/Hourly/Other): 11 games at \$ 115.00 per game/1 game at \$200.00  
Time (Days/Hour/Other):  
Total Cost: \$ 1465.00 - 50% paid upfront and 50% paid at end of contract
- b) Fixed Rate: \$ \_\_\_\_\_
- c) Are expenses included? ☐ YES ☒ NO  
If no, please itemize:

Budget Code: 10-3250-330-000-30-819-550-000-5071 Department: Athletics

District Initiator: \_\_\_\_\_

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

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

EAST STROUDSBURG AREA SCHOOL DISTRICT  
Independent Contractor Agreement

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

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THIS AGREEMENT is made this 21st day of May, 2018, by and between:

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

AND

Schafer's Video Production (the "Contractor") of N. 30<sup>th</sup> Street, Allentown PA 18104

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):

Provide game videography for all South Football games and scrimmages at specified locations and times listed below. Appropriate notification will be made related to schedule changes.

Location of Services:

8/18/18 – Berwick Area High School at South Football Stadium @ 9:00a.m.(Scrimmage)  
8/24/18 - Whitehall High School at South Football Stadium @ 7:00p.m.  
9/1/18 – At Pocono Mountain West Football Stadium @ 12:00p.m.  
9/7/18 – At Pocono Mt East High School Football Stadium @ 7:00p.m.  
9/14/18 – Stroudsburg High School at South Football Stadium @ 7:00p.m.  
9/21/18 – At William Allen High School Football Stadium @ 7:00p.m.  
9/28/18 – Northampton High School at South Football Stadium @ 7:00p.m.  
10/6/18 - At Bethlehem Catholic High School @BASD field at Liberty @ 1:00p.m.  
10/12/18 – Dieruff High School at South Football Stadium @ 7:00p.m.  
10/19/18 – At Pleasant Valley High School Football Stadium @ 7:00 p.m.  
10/26/18 – North High School at South Football Stadium @ 7:00p.m.  
Playoff game – TBA

Effective Date: 8/18/18

Professional Fee:

- a) Rate (Daily/Hourly/Other): 10 games at \$ 115.00 per game/2 games at \$200.00 per game  
Time (Days/Hour/Other):

Total Cost: \$ 1550.00 50% paid upfront and 50% paid at end of contract.

b) Fixed Rate: \$

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

Budget Code: 10-3250-330-000-30-820-550-000-5071 Department: Athletics

District Initiator: \_\_\_\_\_

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

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

## Independent Contractor Agreement

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

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**THIS AGREEMENT** is made this 9<sup>th</sup> day of February 2018, by and between:

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

**AND**

**Randall D. Standridge** (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):

Mr. Standridge will compose an approximately four-five minute piece of concert band music between grade three and four in difficulty to be premiered by the North high school band.

Mr. Standridge will travel to East Stroudsburg, PA on February 25 and 26, 2019 for the following:

1. Rehearse/clinic the high school symphonic band with the commissioned piece
2. Rehearse/clinic the 7<sup>th</sup> & 8<sup>th</sup> grade concert band
3. Rehearse/clinic the 6<sup>th</sup> grade concert band
4. Rehearse/clinic the elementary band
5. Conduct one selection for each of the afore mentioned bands at the concert at 7 pm on Tuesday, February 26, 2019. This includes conducting the premier of the commissioned work for the high school symphonic band.

Mr. Standridge will deliver the completed commission work including conductor's score and parts to Paul Bakner on or before January 7, 2019.

This contract includes 90% commission fee (10% has already been paid), clinic fees (\$500 per day), and all costs related to transportation, food, and lodging.

Location of Services: East Stroudsburg HS North

Effective Date: February 9, 2018

### Professional Fee:

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

b) Fixed Rate: \$ 5,300  
(\$3,600 commission, \$1,000 clinic, \$700 transportation, lodging, food, etc.)

c) Are expenses included? YES

Budget Code: 10-3210-330-000-30-819-125-000-0000 Department: Instrumental Music

District Initiator: Paul M. Bakner

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

## LETTER OF AGREEMENT FOR TITLE I SERVICES

This Agreement is made and entered into the 20th day of August, 2018, by and between **East Stroudsburg Area School District** and **Colonial Intermediate Unit 20**.

### 1. TERM

The term of this Agreement shall commence on **August 1, 2018** and terminate on **September 30, 2019**.

### 2. DESCRIPTION

Upon the terms and conditions set forth herein, **East Stroudsburg Area School District** requests that Colonial Intermediate Unit 20 provide **reading and math** instructional services in accordance with the Title I program at **Immaculate Conception School, Monsignor McHugh School and Notre Dame Elementary School** (East Stroudsburg). Such services will be secular, neutral and non-ideological.

Colonial Intermediate Unit 20 agrees to comply with all Title I statutory and regulatory requirements.

**East Stroudsburg Area School District** and Colonial Intermediate Unit 20 agree to pool Title I funds for instruction at any Nonpublic Schools within the boundaries of Colonial Intermediate Unit 20 to provide Title I services to eligible **kindergarten through fifth grade** students who reside in participating public school attendance areas regardless of the amount of funds generated by the number of children from low-income families attending Colonial Intermediate Unit 20 Nonpublic schools.

**East Stroudsburg Area School District** requests that Colonial Intermediate Unit 20 provide Parent and Family Engagement in accordance with Title I at Colonial Intermediate Unit 20 Nonpublic schools.

### 3. FEES AND PAYMENT

In consideration of the services mutually agreed upon as described herein, **East Stroudsburg Area School District** shall pay Colonial Intermediate Unit 20 **\$20,262.00** for instructional services as determined by their per-pupil allocation times the number of low-income nonpublic school students living in eligible attendance areas.

In consideration of the Parent and Family Engagement services mutually agreed upon as described herein, **East Stroudsburg Area School District** shall pay Colonial Intermediate Unit 20 **\$211.00**.

Colonial Intermediate Unit 20 will charge Administrative Costs in the amount of 3% of instructional costs for (supervisor salaries, office expenses, travel costs, postage, professional development for employees of Colonial Intermediate Unit 20, etc.)

Colonial Intermediate Unit 20 will provide an invoice to **East Stroudsburg Area School District** on April 1. **East Stroudsburg Area School District** may withhold payment if

Colonial Intermediate Unit 20 does not comply with all statutory and regulatory requirements of Title I.

Colonial Intermediate Unit 20 acknowledges that the allocations reflected in this agreement are preliminary and that final allocations will be available after November 30. **East Stroudsburg Area School District** agrees to provide Colonial Intermediate Unit 20 with the final Title I allocation for the 2018-2019 school year for **Immaculate Conception School, Monsignor McHugh School and Notre Dame Elementary School** (East Stroudsburg) by March 1, 2019. **East Stroudsburg Area School District** and Colonial Intermediate Unit 20 acknowledge that an increase or decrease in funds from the preliminary allocation may increase or decrease the services outlined in this Agreement.

#### 4. RESPONSIBILITIES

**East Stroudsburg Area School District** and Colonial Intermediate Unit 20 agree that responsibility for providing the Title I program transfers from **East Stroudsburg Area School District** to Colonial Intermediate Unit 20 upon the effective date of this Agreement. Such responsibilities include:

Include specific statements regarding:

- a. Statement on required qualifications of Title I personnel
- b. Statement on approximate number of students to be served
- c. Days/hours of delivery of services
- d. Location of delivery of services
- e. Specific services to be provided, i.e. supplemental reading instruction, supplemental math instruction, tutoring, computer-assisted instruction, etc.
- f. Evaluative testing/screening measures to be used
- g. Program assessment instruments to be used
- h. Materials to be purchased
- i. Tagging of any materials equipment purchased with Title I funds as belonging to **East Stroudsburg Area School District**
- j. Supervision of instruction
- k. Payment of salaries and benefits
- l. Provision of progress reports and parent conferences
- m. Parent and Family Engagement activities
- n. Professional development activities
- o. Summer school activities
- p. Maintenance of records
- q. Provision of data necessary for **East Stroudsburg Area School District** to complete their Title I responsibilities
- r. Meetings with Nonpublic school officials to review services

**East Stroudsburg Area School District** maintains responsibility for:

- a. Providing Colonial Intermediate Unit 20 with the names of nonpublic schools identified to participate in Title I

- b. Assisting Colonial Intermediate Unit 20 in identifying addresses of students who reside in Title I attendance areas
- c. Informing Colonial Intermediate Unit 20 of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes to the original funding allocation and/or the addition or deletion of nonpublic schools.

**East Stroudsburg Area School District** assures Colonial Intermediate Unit 20 that all timely and meaningful consultation between **East Stroudsburg Area School District** and **Immaculate Conception School, Monsignor McHugh School and Notre Dame Elementary School** (East Stroudsburg) needed to set up this agreement has been completed prior to the effective date of this agreement.

**East Stroudsburg Area School District** and Colonial Intermediate Unit 20 acknowledge that it may be necessary to modify this Agreement if there is a reauthorization of ESSA during the performance period of the contract.

## 5. MISCELLANEOUS

Colonial Intermediate Unit 20 maintains and keeps in force such insurance as Workers Compensation, Liability, and Property Damage.

Colonial Intermediate Unit 20 shall indemnify, defend, and hold harmless **East Stroudsburg Area School District** from any and all losses, damages, claims or costs, including attorney's fees, arising from any act or omission of Colonial Intermediate Unit 20, its officials, agents or employees.

Signatures

\_\_\_\_\_  
Dr. Charlene Brennan  
Executive Director  
Colonial Intermediate Unit 20

\_\_\_\_\_  
Mr. Robert C. Huffman  
Board President  
East Stroudsburg Area School District

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

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



**LETTER OF AGREEMENT**  
**Between**  
**THE EAST STROUDSBURG AREA SCHOOL DISTRICT**  
**and**  
**THE COLONIAL INTERMEDIATE UNIT 20**

**Title IIA Nonpublic Programs and Services**

This agreement is made and entered into as of the 20th day of August 2018, by and between the **EAST STROUDSBURG AREA SCHOOL DISTRICT** (hereinafter referred to as the "School District") and the **COLONIAL INTERMEDIATE UNIT 20**.

**1. TERM**

The Term of this Agreement shall commence on **August 1, 2018** and terminate on **September 30, 2019**.

**2. DESCRIPTION**

Upon the terms and conditions set forth herein, the East Stroudsburg Area School District requests that the Colonial Intermediate Unit 20 provide Title IIA services in accordance with ESSA Nonpublic requirements for Title IIA programs and services at participating nonpublic schools listed in the attached intent to participate document.

Such services will be secular, neutral, and non-ideological. The Colonial Intermediate Unit 20 agrees to comply with all Title IIA statutory and regulatory requirements.

**3. FEES AND PAYMENT**

- 3.1 In consideration of the services mutually agreed upon as described herein, East Stroudsburg Area School District shall pay the Colonial Intermediate Unit 20 **\$21,504.00** as determined by their allocation.
- 3.2 The Colonial Intermediate Unit shall invoice the School District **quarterly for services rendered, including 8% indirect cost. The dates the School District shall be invoiced are: October 15th, January 15th, April 15th, & July 15th. Payment must be received by the Colonial Intermediate Unit 20 within 30 days of the invoice date.**

**4. COLONIAL INTERMEDIATE UNIT 20 RESPONSIBILITIES:**

- 4.1 To contact school districts within own geographical IU area who have a nonpublic school within their geographic boundary
- 4.2 Provide a School District the contact information at Colonial Intermediate Unit 20 Unit for questions
- 4.3 To provide services as outlined in the statement of work

- 4.4 To assure all financial and legal responsibilities involved in providing professional development services
- 4.5 Any other responsibilities necessary to conduct the program as intended
- 4.6 Provide the School District with the data necessary to complete their Title IIA nonpublic responsibilities
- 4.7 Provide the School District access to the program at any time

**5. SCHOOL DISTRICT RESPONSIBILITIES**

- 5.1 Provide the local IU the names of the participating nonpublic schools and their allocations
- 5.2 Inform the Colonial Intermediate Unit 20 of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes in the original funding allocation
- 5.3 Pay the invoice to Colonial Intermediate Unit based on the participating School District's nonpublic allocations

**6. MISCELLANEOUS**

- 6.1 The Colonial Intermediate Unit 20 maintains and keeps in force such insurance as Workers Compensation, Liability, and Property Damage.
- 6.2 The Colonial Intermediate Unit 20 shall indemnify, defend, and hold harmless the School District from any and all losses, damages, claims or costs, including attorney's fees, arising from any act or omission of the Colonial Intermediate Unit 20, its officials, agents, or employees.
- 6.3 The East Stroudsburg Area School District maintains and keeps in force such insurance as Workers Compensation, Liability, and Property Damage.
- 6.4 The East Stroudsburg Area School District shall indemnify, defend, and hold harmless the Colonial Intermediate Unit 20 from any and all losses, damages, claims or costs, including attorney's fees, arising from any act or omission of the East Stroudsburg Area School District, its officials, agents, or employees.
- 6.5 The East Stroudsburg Area School District assures the Colonial Intermediate Unit 20 that all meaningful consultation between the School District and the nonpublic schools needed to set up this agreement has been completed prior to the effective date of this agreement.
- 6.6 The East Stroudsburg Area School District is responsible for documentation and record keeping of this consultation for any potential future monitoring of the program.
- 6.7 The East Stroudsburg Area School District and the Colonial Intermediate Unit 20 acknowledge that it may be necessary to modify this Agreement if there are updates as a result of ESSA during the performance period of the contract.

The parties have entered into this Agreement as of the Effective Date first above written:

**East Stroudsburg Area School District**

**Colonial Intermediate Unit 20**

Signature: \_\_\_\_\_  
Robert C. Huffman

Signature: \_\_\_\_\_  
Dr. Charlene Brennan

Title: Board President

Title: Executive Director

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

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

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.

Through the Colonial Virtual Program (CVP), Colonial Intermediate Unit 20 will provide Virtual Classrooms and Web Administrator Site Licenses including access to High School and Middle School content inclusive with MyPath and Instructional Services (IS) Student Tutoring Service - 3+ core Courses.

The total cost for said services shall not exceed \$66,995.00. This contract will be in effect from July 1, 2018 through June 30, 2019.

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

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

\_\_\_\_\_  
Dr. Charlene M. Brennan  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
East Stroudsburg Area  
School District  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mrs. Elizabeth A. Hoagland  
Secretary to the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal ID Number

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

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

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8/13/18



# QUOTE

Update 8/9/18

Colonial Virtual Program  
6 Danforth Drive, Easton, PA 18045  
Renee Harris, rharris@ciu20.org  
484-548-3723 (cell); 610-515-6566 (ofc)

DATE: AUG. 9, 2018 (JUNE 18, 2018)

QUOTE: #ESASD1205(2)

EXPIRATION DATE: August 31, 2018

TO  
East Stroudsburg Area School District  
Attn: William Vitulli (570) 421-2841 x16401  
50 Vine Street  
East Stroudsburg, PA 18301  
(570) 424-8500  
Customer ID: East Stroudsburg Area School District

CVP REPRESENTATIVE		PAYMENT TERMS	
Renee Harris		Due on receipt	
HEADER	QUANTITY	DESCRIPTION	AMOUNT
Renewal CVP Site Licenses	1	Virtual Classroom and Web Administrator Site Licenses, access to MS and HS content inclusive with MyPath and IS Student Tutoring Service - 3+ core Courses, July 1, 2018 through June 30, 2019	\$66,995.00
Total			\$66,995.00

This is a quotation on the services offered through the Colonial Virtual Program (CVP) and due on receipt of invoicing. Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement.

To accept this quotation, sign and return:

Customer:

Signature

Print Name

Title

Date

*Ryan K. Moran*  
*Ryan K. Moran*  
*Assistant Superintendent of C.I.E*  
*8/13/18*

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# Purchase Order

Fiscal Year 2019

Page: 1 of: 1

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East Stroudsburg Area School District  
Business Office Att: A/P  
50 Vine Street  
East Stroudsburg, PA 18301

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, SHIPPING PAPERS AND CORRESPONDENCE	
Purchase Order #	<b>19000267</b>

Delivery must be made within doors of  
specified destination.

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COLONIAL INTERMEDIATE UNIT 20  
6 DANFORTH DRIVE  
EASTON, PA 18045-7899

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Smithfield Elementary School  
245 River Road  
East Stroudsburg, PA 18301  
Email: [william-vitulli@esasd.net](mailto:william-vitulli@esasd.net)  
Phone: 570.421.2841  
Fax: 570.476.0488

Vendor Phone Number		Vendor Fax Number		Requisition Number	Delivery Reference		
				20190106	maria-heitz		
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
07/02/2018	1340				Smithfield Elementary		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	Renewal CVP Site Licenses - Virtual Classroom & Web Admin Site Licenses, assess to MS & HS content inclusive w/MyPath & IS student tutoring Service -3+ core courses July 1, 2017 thru June 30/2018 GL Account: 10-1110-330-000-30-900-055-000-0000			1.0	YR	\$66,995.00	\$66,995.00
	***** GL SUMMARY *****						
	10-1110-330-000-30-900-055-000-0000					\$66,995.00	

By: JS Bach  
Chief Financial Officer

217

Total Ext. Price	\$66,995.00
PO Total	\$66,995.00



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 to provide a mental health worker for direct, one-on-one services at the following locations:

Colonial Academy - Autistic Support; and  
JT Lambert Intermediate School - Autistic Support

The total cost for said services shall not exceed \$98,406.00. This contract will be in effect for the 2018-2019 school year.

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

Unemployment cost will be charged to the School District if Colonial Intermediate Unit 20 is unable to reassign the position.

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

  
\_\_\_\_\_  
Mr. Jon Wallitsch  
Director of Fiscal Affairs

7/27/18  
\_\_\_\_\_  
Date

\_\_\_\_\_  
East Stroudsburg Area School District  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal ID Number

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

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.

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 to provide an associate teacher for direct, one-on-one services at the following locations:

Clear Run Intermediate School - Partial Hospitalization,  
Two students at Colonial Academy - Autistic Support,  
East Stroudsburg High School South - Autistic Support,  
JT Lambert Intermediate School - Autistic Support,  
Two students at JT Lambert Intermediate School - Emotional Support,  
Middle Smithfield Elementary School - Autistic Support,  
Middle Smithfield Elementary School - Emotional Support,  
Nazareth Middle School - Autistic Support,  
Pleasant Valley Elementary School - Physical Support,  
Pleasant Valley High School - Emotional Support,  
Pocono Mountain East Junior High School - Life Skills Support,  
Resica Elementary School - Autistic Support,  
Two students at Stroudsburg High School - Autistic Support; and  
Stroudsburg High School - Physical Support

The total cost for said services shall not exceed \$705,942.00. This contract will be in effect for the 2018-2019 school year.

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

Unemployment cost will be charged to the School District if Colonial Intermediate Unit 20 is unable to reassign the position.

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

  
Mr. Jon Wallitsch  
Director of Fiscal Affairs

8/3/18  
Date

\_\_\_\_\_  
East Stroudsburg Area School District  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal ID Number

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

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.

# OTIS

One Farm Springs  
Farmington, CT 06032

## INVOICE

CUSTOMER NO.	DATE	INVOICE NO.
373721	06/20/18	NPS08006718

AMOUNT DUE ON SERVICE CONTRACT:
46,821.27

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

Mail payment to:

OTIS ELEVATOR COMPANY  
P.O. BOX 13716  
NEWARK NJ  
07188-0716

MB 01 008478 71346 B 30 A  
EAST STROUDSBURG AREA SCHOOL D



Inv# NPS08006718 \$46821.27  
OTIS ELEVATOR COMPANY  
08/07/2018 # Pages 1 FP1 DOC17S4854  
PO# 19001104

PLEASE SEND CORRESPONDENCE TO YOUR LOCAL OFFICE AS SHOWN BELOW

DNPS08006718 0004682127 8

DETACH RETURN DOCUMENT ALONG PERFORATION

## INVOICE

OTIS ELEVATOR  
\*\* SERVICE CONTRACT CHARGES \*\*

CUSTOMER NO.	DATE	INVOICE NO.
373721	06/20/18	NPS08006718

BUILDING NPS202519 EAST STROUDSBURG BUNNELL  
CONTRACT NPS08006  
P.O. #S 06701070, 06701071, 06701072, 06701073

SERVICE FROM 07/01/18 TO 06/30/19 51,793.44  
OTHER #1 DISCOUNT- 9.60% 4,972.17-  
TOTAL CURRENT CHARGES DUE 46,821.27

- - - PRICE ADJUSTMENT - - -

IN ACCORDANCE WITH THE PROVISION FOR THE ADJUSTMENT OF PRICE AS SET FORTH IN THE CONTRACT ENTERED INTO BETWEEN US FOR THE SERVICE OF ELEVATOR EQUIPMENT:  
THE FORMER PRICE OF 4,178.52 HAS BEEN ADJUSTED AS INDICATED BELOW BASED UPON THE CHANGES THAT HAVE OCCURRED IN THE ELEVATOR EXAMINERS' COST AND IN MATERIAL INDEX BETWEEN MAY, 2017 AND MAY, 2018. THE ADJUSTED PRICE BECOMES EFFECTIVE JULY 01, 2018 AND SHALL REMAIN IN EFFECT UNTIL JUNE 30, 2019 WHEN IT WILL BE SUBJECT TO ADJUSTMENT.  
CLAUSE 1 - BASED ON CHANGES IN PRODUCER METALS AND METAL PRODUCTS COMMODITY INDEX:

(A)	(B)	(C)=B/A	(D)	(E)=C*D
FORMER INDEX	CURRENT INDEX	RATIO OF CHANGE	FORMER MATERIAL	CURRENT MATERIAL
206.9000	226.1000	109.27985	8.99	9.82

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

(A)	(B)	(C)=B/A	(D)	(E)=C*D
FORMER	CURRENT	RATIO OF	FORMER	CURRENT
EXAMINERS' COST	EXAMINERS' COST	CHANGE	LABOR	LABOR
84.9208	87.7064	103.28023	4,169.53	4,306.30
				4,316.12 PER MO

LESS DISCOUNT AMOUNT OF	414.35	3,901.77	NET AMOUNT/MO
YOUR NEW INVOICE AMT		46,821.27	TOTAL

ser

FOR ANY QUESTIONS CONCERNING THIS INVOICE, CONTACT OTIS AT: 1-610-366-8990  
OR WRITE OTIS ELEVATOR 7355 WILLIAMS AVE STE 300 ALLENTOWN PA 18106  
PAYMENT DUE UPON RECEIPT- PLEASE PAY PROMPTLY

WE CERTIFY THAT THE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 HEREOF.  
OVERDUE PAYMENTS SHALL BEAR AN INTEREST CHARGE ON THE OVERDUE AMOUNT CALCULATED FROM THE PAYMENT DUE DATE OF THE INVOICE AT THE RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH OR THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW, WHICHEVER IS LESS.

# OTIS

Ono Farm Springs  
Farmington, CT 06032

## INVOICE

CUSTOMER NO.	DATE	INVOICE NO.
373721	06/20/18	NPS08521718
AMOUNT DUE ON SERVICE CONTRACT:		
5,186.76		

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

Mail payment to:

OTIS ELEVATOR COMPANY  
P.O. BOX 13716  
NEWARK NJ  
07188-0716

MB 01 008477 71346 B 30 A  
EAST STROUDSBURG AREA SCHOOL D  
50 VINE ST  
EAST STROUDSBURG PA 18301-2150

PLEASE SEND CORRESPONDENCE TO YOUR LOCAL OFFICE AS SHOWN BELOW

ONPS08521718 0000518676 7

## INVOICE

DETACH RETURN DOCUMENT ALONG PERFORATION

### OTIS ELEVATOR

### \*\* SERVICE CONTRACT CHARGES \*\*

CUSTOMER NO.	DATE	INVOICE NO.
373721	06/20/18	NPS08521718

BUILDING NPS455940 SMITHFIELD ELEMENTARY  
CONTRACT NPS08521  
P.O. # 08901011

SERVICE FROM 07/01/18 TO 06/30/19  
TOTAL CURRENT CHARGES DUE

5,186.76  
5,186.76

- - - PRICE ADJUSTMENT - - -

IN ACCORDANCE WITH THE PROVISION FOR THE ADJUSTMENT OF PRICE AS SET FORTH IN THE CONTRACT ENTERED INTO BETWEEN US FOR THE SERVICE OF ELEVATOR EQUIPMENT:

THE FORMER PRICE OF 416.52 HAS BEEN ADJUSTED AS INDICATED BELOW BASED UPON THE CHANGES THAT HAVE OCCURRED IN THE ELEVATOR EXAMINERS' COST AND IN MATERIAL INDEX BETWEEN MAY, 2017 AND MAY, 2018. THE ADJUSTED PRICE BECOMES EFFECTIVE JULY 01, 2018 AND SHALL REMAIN IN EFFECT UNTIL JUNE 30, 2019 WHEN IT WILL BE SUBJECT TO ADJUSTMENT.

CLAUSE 1 - BASED ON CHANGES IN PRODUCER METALS AND METAL PRODUCTS COMMODITY INDEX:

(A)	(B)	(C)=B/A	(D)	(E)=C*D
FORMER INDEX	CURRENT INDEX	RATIO OF CHANGE	FORMER MATERIAL	CURRENT MATERIAL
206.9000	226.1000	109.27985	34.19	37.36

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

(A)	(B)	(C)=B/A	(D)	(E)=C*D
FORMER	CURRENT	RATIO OF	FORMER	CURRENT
EXAMINERS' COST	EXAMINERS' COST	CHANGE	LABOR	LABOR
84.9208	87.7064	103.28023	382.33	394.87
				432.23 PER MO

5,186.76 TOTAL

Inv# NPS08521718  
OTIS ELEVATOR COMPANY  
08/07/2018 # Pages 1  
PO# 19001105

FP1 DOC17S4856

8ca

FOR ANY QUESTIONS CONCERNING THIS INVOICE, CONTACT OTIS AT: 1-610-366-8990  
OR WRITE OTIS ELEVATOR 7355 WILLIAMS AVE STE 300 ALLENTOWN PA 18106  
PAYMENT DUE UPON RECEIPT- PLEASE PAY PROMPTLY

WE CERTIFY THAT THE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 HEREOF. OVERDUE PAYMENTS SHALL BEAR AN INTEREST CHARGE ON THE OVERDUE AMOUNT CALCULATED FROM THE PAYMENT DUE DATE OF THE INVOICE AT THE RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH OR THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW, WHICHEVER IS LESS.

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# The Palace Center

623 Hanover Avenue Allentown, PA 18109

## Agreement of Services and Event Booking

Patron hereby applies for the services and use of The Palace Center facilities located at 623 Hanover Avenue, Allentown, PA 18109 (hereinafter referred to as "the Services") and agrees to the following conditions and payment policies (hereinafter referred to as "the Agreement"):

**Name of Organization:** East Stroudsburg High School South Prom

**Event Day/Date:** Saturday May 4<sup>th</sup>, 2019

**Event Times:** TBD

**1. Price Quotation:** Price quotations given to the Patron by The Palace Center for the Services may be increased at any time up to 180 days prior to the date on which the Services are actually provided. Within said 180 day period The Palace Center agrees not to raise its price quotations more than 5% for the Services.

**2. Guarantee of Event Order:** For all functions, the exact number of persons to attend must be specified to The Palace Center at least **14 days** in advance of the scheduled event. This number so specified will be considered definite, not subject to reduction, and changes will be made accordingly. In addition, the banquet event order (BEO) will be presented for a final approval and signature 7 to 10 days prior to the scheduled event. The Palace Center cannot be responsible for providing additional service to more than 5% (five percent) of the final guarantee attendance number specified. The final attendance guarantee shall not be less than the minimum attendance specified herein 400 ppl. Any changes made to the banquet event order (BEO) after the final approval will incur an additional charge of 100 dollars for each change. The Palace Center sets a minimum attendance guarantee for each space reserved. If the Patron's final attendance number is lower than the room's minimum, The Palace Center reserves the right to transfer Patron's function to another room at the discretion of The Palace Center Management.

**3. Taxes & Service Fees:** 6% Pennsylvania sales tax may be imposed or be applicable to the Agreement and to the Services rendered by The Palace Center are in addition to the prices charged by The Palace Center for the Services, and the Patron agrees to pay the same. The 20% Service Fee is not an optional Gratuity and must be paid at the rate specified at the time of the original booking. Gratuities are at the discretion of the Patron and are greatly appreciated by the staff.

**4. Deposit:** This Agreement requires a deposit of 1000 dollars minimum or if total estimated bill is less than 1000 dollars, 50% (fifty percent) of the entire anticipated bill.

**5. Payment Agreement:**

- ☐ **Twelve months** prior to the scheduled event, 50% (fifty percent) payment of the estimated bill must be made by cash or bank check made payable to The Palace Center or as indicated here. **N/A**
- ☐ **Three months** prior to all scheduled events, 50% (fifty percent) payment of the remaining estimated bill must be made by cash or check payable to The Palace Center. **N/A**
- ☐ **Full Payment** for all scheduled events is required **14 days** prior to scheduled event based on the final attendance guarantee and is payable by cash or bank check. If advance payment is not made, The Palace Center may terminate this Agreement and retain the full dollar amount of the Patron's Initial deposit in the case that either the 50% payment at nine months preceding all scheduled events, or the full payment at 14 (fourteen) days preceding all scheduled event is not paid. **4/20/2019**
- ☐ All credit card payments incur a 4% surcharge.

**6. Corporate Payment Options** are at the discretion of The Palace Center and may include the following:

- i. Direct billing only upon advance credit approval. Credit will only be considered for a corporate account and must be applied for 30 days prior to function. Direct bill clients are not exempt from deposit-cancellation policy.
- ii. Credit Card information on file that has been used for previous payments or deposits will be used for full payment when cash or check is not presented upon 7 days preceding all scheduled events

## The Palace Center

623 Hanover Avenue Allentown, PA 18109

- 7. Cancellation Policy:** In the case that Patron cancels scheduled event or otherwise terminates or breaches this Agreement, The Palace Center shall be entitled to retain the following charges:
- ☐ The deposit securing the booking is forfeited if the function is cancelled for any reason.
  - ☐ Within nine months of the scheduled event, any payment is completely non-refundable.
  - ☐ Within more than nine months of the scheduled event, 25% (twenty five percent) of payment is refundable. \_\_\_\_\_
  - ☐ All Cancellations must be submitted in writing via US Postal Service and will be effective upon receipt by The Palace Center. \_\_\_\_\_
- 8. Provision of Food and Beverages:** No beverages or food of any kind will be permitted to be brought into or taken out of The Palace by the Patron or any of Patron's guests or invitees from off the premises.
- 9. Conclusion of Events:** Afternoon functions shall conclude no later than 5:00 pm. Evening function to conclude no later than 12:00 midnight of the scheduled event.
- 10. Menu and Liquor Selections:** All menu and liquor selections shall be considered definite and not subject to change after signing the final BEO or a 100 dollar fee will incur per change.
- 11. Excused Non-Performance:** It is specifically agreed that The Palace Center shall not be liable for any failure to provide the Services or facilities herein described due to, but not limited to, strikes, labor disputes, accidents, government (federal, state, or municipal) restrictions or requirements, or any other event or circumstance beyond the control of The Palace Center. Any such non-performance shall be excused and The Palace Center may terminate this Agreement without further liability of any nature, upon return of Patron's payments.
- 12. Indemnity:** In consideration of the furnishing of the Services and facilities herein described and the entering into this Agreement by The Palace Center, the Patron hereby agrees to indemnify, save and hold harmless The Palace Center, its agents, representatives, successors and assigns from any and all damages, liability, costs and expenses which may be incurred by The Palace Center as a result of providing the Services and facilities herein described.
- 13. Displays of Decorations & Patrons Property:** All displays and exhibits must have the prior written approval of The Palace Center and must conform to all applicable government fire ordinances and cannot be tacked or taped to the furniture, walls, partitions, or ceilings. Any personal property of Patron or Patron's guests or invitees brought onto the premises of The Palace Center and left here on, either prior to, during or following the event, shall be at the sole risk of Patron, and The Palace Center shall not be liable for any loss or damage to any such property for any reason.
- 14. Damage to Property of The Palace Center:** Damages, defacement of property, theft, or vandalism to either interior or exterior property of The Palace Center by Patrons or their Guests will be the responsibility of the Patron(s) whose signature(s) appears below. Full replacement value will be demanded should any of these occur and is billable to the credit card held on file.
- 15. Security:** The Palace Center reserves the right to impose a security officer charge if it deems necessary.
- 16. Short Bookings may incur a Surcharge.**
- 17. This Agreement must be signed by both parties in order to be deemed contractually valid.** Please return the signed contract within 10 days of holding your reservation of room or your space may be released.

*Daniel J. Phillips* Daniel J. Phillips 7-31-2018  
 Name and Signature of Patron (please print & Sign) Date

*Hebra Eckenbarger* Hebra Eckenbarger 7-31-18  
 Name and Signature of Patron (please print & Sign) Date

\_\_\_\_\_  
 The Palace Center Representative

\_\_\_\_\_  
 Date



## **Retirement Plan Compliance and Administration Services Agreement**

PREAMBLE: The following constitutes a binding "Agreement," effective as of August 1, 2018 between TSA Consulting Group, Inc., a Florida Corporation, (hereinafter referred to as "TSACG") whose principal place of business is 15 Yacht Club Drive NE, Ft. Walton Beach, Florida 32548 and the **East Stroudsburg Area School District, 50 Vine Street, East Stroudsburg, PA 18301**, hereinafter referred to as "Plan Sponsor."

PURPOSE: Plan Sponsor wishes to retain the services of TSACG to provide retirement plan consulting, compliance and administration services to the Plan Sponsor for the Plan Sponsor's voluntary retirement programs under Sections 403(b) and/or 457(b) of the Internal Revenue Code ("403(b)/457(b)") and TSACG is willing to provide such services.

1. TSACG agrees that, commencing with the effective date of this Agreement, it will, consistent with its other obligations, render to the Plan Sponsor such consulting, plan administration services and IRS compliance guarantee as set forth in the "Compliance Edge Services," "IRS Compliance Guarantee," "Plan Administration Agreement," "Plan Administration Fee Schedule," "EPARS Subscription Agreement"; and "EPARS Subscription Adoption Agreement," all of which are attached and incorporated herein referred to as the "Agreements."
2. Plan Sponsor agrees that it will render to TSACG all reasonable assistance and information necessary to accomplish services set forth in the Agreements. The Plan Sponsor shall provide all information including, yet not limited to, items set forth in "Plan Sponsor Duties", attached and incorporated herein. Transmission of all information from the Plan Sponsor to TSACG shall be performed on a timely basis relative to services provided and service dates set forth in this Agreement.
3. Plan Sponsor agrees that TSACG shall be remunerated for such consulting, compliance and administration services by the authorized Investment Providers participating in the Plan(s), also known as Compliance Edge®, at the stated rate and methods shown in the Plan Administration Agreement Fee Schedule attached and herein incorporated by reference.
4. TSACG shall act as an independent consultant and/or administrator and not as an agent or employee of the Plan Sponsor and TSACG shall make no representation as an agent or employee of the Plan Sponsor. TSACG shall furnish evidence of business liability and errors and omissions insurance in such limits of liability and written by an insurance company licensed in the state of Florida and acceptable to the Plan Sponsor. TSACG shall be responsible for all taxes as an independent consultant and/or administrator. TSACG shall have no authority to bind the Plan Sponsor or incur other obligations on behalf of the Plan Sponsor.
5. TSACG agrees to hold in confidence all employee information received from the Plan Sponsor in connection with this Agreement and necessary to complete the scope of services outlined in the Agreements. TSACG shall protect all information received from the Plan Sponsor from misuse, espionage, loss or theft and in accordance with federal laws. This information will not be transmitted or used for the purpose of solicitation in any form, and upon request all information held by TSACG will be returned to the Plan Sponsor.
6. TSACG warrants that it is under no obligation to any other entity that in any way conflicts with this Agreement and that it is free to enter into this Agreement.



7. This Agreement and all extensions and modifications hereof and all questions relating to its validity and interpretation, performance and enforcement shall be governed by and construed in conformance with the laws of the State of Pennsylvania, unless preempted by federal law.
8. All parties agree that proper venue for any lawsuit arising out of this Agreement shall be in Monroe County, Pennsylvania.
9. TSACG agrees that it will indemnify and hold harmless the Plan Sponsor, individual members of the Plan Sponsor, its representatives and employees, from any claim, demand or suit which may arise from, be connected with, or be made due to the negligence or failure to satisfy the requirements of this Agreement. This indemnification shall include all related costs, including but not limited to, attorneys' fees, consultant fees, fees for other professional service providers, as well as court costs, fines, penalties or other similar charges against the Plan Sponsor, provided that the Plan Sponsor notifies TSACG, in writing, no later than 30 calendar days after receipt of such claim or demand. Notwithstanding the preceding, this indemnification shall not cover any claim or demand based on erroneous information provided by the Plan Sponsor, its employees or other representatives.
10. This Agreement may be modified, amended or terminated by either party upon 60 days written notice to the other party, provided that no such modification, amendment or termination shall affect the liability of either party incurred prior to such event.
11. This Agreement may be executed in any number of counterparts, each of which, including any reliable copies or facsimiles thereof, will be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
12. If any provision of this agreement shall be held or declared to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provisions shall not affect any other provision of this Agreement, and the remainder of this Agreement shall continue in full force and effect as though such provisions had not been contained in this Agreement. If the scope of any provision in this agreement is found to be too broad to permit enforcement of such provision to its fullest extent, the parties consent to judicial modification of such provision and enforcement to the maximum extent permitted by law.

We, the undersigned as duly authorized representatives, agree to all the terms and conditions stated above, and by our signatures, place this Agreement into full force and effect as of the date first above-written.

**EAST STROUDSBURG AREA SCHOOL DISTRICT**

**TSA CONSULTING GROUP, INC.**

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

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

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

Name: Janet Williamson

Title \_\_\_\_\_

Title: Senior VP, Chief Financial Officer

Federal Tax Identification Number:

Federal Tax Identification Number:

23-1669371

59-3451677

## **Compliance Edge® Services**

In accordance with the Agreement between the Plan Sponsor and TSA Consulting Group, Inc. (TSACG), the following services will be provided by TSACG;

1. Maximum Allowable Contribution (MAC) calculations will be maintained for all employees eligible to participate in the employer's authorized 403(b) and/or 457(b) plans. These calculations shall include limits applicable to 403(b) and/or 457(b) plans under applicable Sections of the Internal Revenue Code. Such calculations shall be performed in accordance with accepted standards and subject to the prevailing Internal Revenue Codes and Regulations at that time. MAC's will be based on information obtained from the Plan Sponsor and/or the employee and any statement or guarantee of accuracy by TSACG will be contingent on the accuracy of the information delivered by the Plan Sponsor and/or the employee.
2. TSACG shall provide an annual review and audit of the previous year's contributions for all employees. TSACG shall notify the Plan Sponsor of all non-compliant contributions and provide the necessary data to facilitate notification to employees affected and completion of correction procedures as required by current Revenue Procedures.
3. A master file of MAC calculations will be maintained by TSACG during the term of this Agreement.
4. TSACG will administer the plan with respect to processing participant requests for loans, distributions, transfers, qualified domestic relations orders, and rollovers, including interactions with other investment providers necessary to administer the plan subject to the terms and conditions included in the Plan Administration Agreement.
5. Electronic remittance services will be available to the Plan Sponsor through the Electronic Process for Automated Remittance Services of EPARS program maintained by TSACG. These services are subject to the terms and conditions included in the EPARS Subscription and Adoption Agreement included as EPARS Subscription and Adoption Agreement.
6. Employee communications components (handbooks) will be delivered to the Plan Sponsor once annually in sufficient quantities for all eligible employees. The employee awareness and educational materials shall be generic in content regarding 403(b) and/or 457(b) requirements, and will also address the specific policies and procedures of the Plan Sponsor relative to all retirement programs maintained by the Plan Sponsor. Components will be revised annually to facilitate changes in IRS rules or changes in the Plan Sponsor's policies and procedures.
7. Video presentations will be produced, distributed and available via online stream by TSACG once annually. Video presentations shall be generic and topical in nature concerning the 403(b) and/or 457(b) programs.
8. Web pages specific to the Plan Sponsor will be made available and will be maintained by TSACG for information on their retirement plans.
9. TSACG shall provide ongoing administrative support to the Plan Sponsor, including, but not limited to, the development of appropriate policies and/or procedures regarding all employee retirement programs. Such administrative support includes research and development of any new programs and/or Investment Providers or Investment Products that may be regarded as beneficial to the Plan Sponsor and its employees.
10. TSACG expressly agrees to cooperate with and offer assistance to the Plan Sponsor in the event of any audit of the 403(b) and/or 457(b) plans by the IRS.

### **IRS Compliance Guarantee**

TSACG Consulting Group, Inc. (TSACG) guarantees retirement plan compliance with regulations and guidelines issued by the Internal Revenue Service (IRS) for all clients that are subject to IRS audit for a calendar year in which the client has a Retirement Plan Compliance and Administrative Services Agreement in effect with TSACG on January 1 of that year. In the event that the IRS determines, on audit, that there is a compliance failure with respect to the client's plan, and the client incurs financial loss due to that determination, TSACG will reimburse the client for the tax, penalty and interest assessed by the IRS in connection with that compliance failure, or will refund the client 100% of the administrative fees collected by TSACG for that calendar year, whichever is less. This guarantee is contingent on the following items being true:

1. TSACG is appointed to represent the client (at no additional charge) during the audit. (IRS Form 2848 – Power of Attorney and Declaration of Representative)
2. The compliance failure is not related to inaccurate communications or data provided to TSACG for which the client was/is responsible.
3. The client has continually acted in cooperation with the operational directives offered by TSACG relative to the plan audited.

This IRS Compliance Guarantee is effective for contracts dated on or after September 1, 2017.

## **Plan Sponsor Duties**

In accordance with the Agreement between TSACG and the East Stroudsburg Area School District, the following information and services will be provided by the Plan Sponsor to TSACG;

1. All available data necessary to complete the services provided by TSACG as outlined in the Agreements. Such data shall include, yet not be limited to, Plan Sponsor policies and procedures regarding all qualified plans offered by the Plan Sponsor, participating vendor information, employee data pertinent to MAC calculations to the extent possible for current and prior years' service, and all additional information deemed necessary to complete the scope of work as defined by the Agreement. Data required for MAC calculations shall be supplied electronically by the Plan Sponsor in a format mutually agreed upon by both parties to the Agreement.
2. Distribution of all employee and worksite materials on a timely basis
3. All other appropriate, commonly accepted, efforts necessary to develop and maintain compliance with existing or amended Internal Revenue Codes regarding the retirement plans offered by the Plan Sponsor.
4. The Plan Sponsor shall require all providers of investment products and services to the retirement plans to cooperate with TSACG by providing any information needed to complete the terms of this Agreement.
5. The Plan Sponsor shall instruct staff to cooperate fully with TSACG regarding the compliance review and in obtaining all necessary information for TSACG to complete the duties described in this Agreement. The Plan Sponsor realizes that any delay in providing data and information to TSACG may impede completion of services as described in this Agreement.

## Plan Administration Agreement

This Administrative Agreement (hereinafter "Agreement") is executed this 1st day of August 2018 by TSACG Consulting Group, Inc. ("TSACG") and East Stroudsburg Area School District (Plan Sponsor").

WHEREAS, Plan Sponsor has established a ☒ 403(b) Plan and/or a ☐ 457(b) Plan and is authorized to appoint service providers; and

WHEREAS, Plan Sponsor desires to appoint TSACG as the administrator of the Plan(s) established and indicated herein; and

WHEREAS, TSACG is authorized to accept the appointment as administrator and desires to provide such services subject to the terms and conditions set forth herein;

NOW THEREFORE, the parties agree as follows:

### 1.0 Designation of TSACG as Administrator.

Plan Sponsor hereby appoints TSACG as Administrator of the plan(s) established and indicated herein.

### 2.0 Responsibilities of TSACG.

TSACG will provide the recordkeeping and related plan administrative services, which services shall include the following:

- 2.1 Plan Documents: TSACG will provide appropriate Plan Documents to the Plan Sponsor, for review and approval. These documents shall govern the plan(s).
- 2.2 Meaningful Notice: TSACG will assist the Plan Sponsor in developing and distributing employee communications material including specific information on eligibility and enrollment procedures. These communications shall be developed and distributed at least once each calendar year.
- 2.3 Forms and Procedures: TSACG will develop standardized administrative forms for use by the Plan Sponsor and participants for the purposes of enrollment and asset transactions under the Plan(s).
- 2.4 Participant Records: TSACG will establish and maintain a record for each participant reflecting the date, amount and type of each transaction in the participant's account based on information provided to TSACG from the Plan Sponsor, employees and product providers. Records maintained by TSACG shall include all information necessary to comply with applicable regulations, rulings and procedures established by the Internal Revenue Service for the plan types indicated herein. The Plan Sponsor will determine eligibility requirements for employees and TSACG shall be entitled to rely on the Plan Sponsor's eligibility determinations.
- 2.5 Participant Inquiries: TSACG will provide adequate access to participants regarding their records and transactions recorded by TSACG. Access shall include, at a minimum, customer service representatives during normal business hours to assist participants with information and transactions under the Plan(s).
- 2.6 Aggregation of Data: TSACG will assist the Plan Sponsor with the development and execution of agreements between the Plan Sponsor and each investment product provider under the Plan(s) regarding the sharing and aggregation of participant data necessary to facilitate recordkeeping and administration duties for the Plan(s). TSACG will exercise its best efforts to cooperate with each provider that maintains participant accounts under the Plan(s) that are subject to the recordkeeping requirements of applicable Internal Revenue Service regulations, rulings and procedures.
- 2.7 Plan Sponsor Reports: TSACG will prepare Plan reports as necessary for the Plan Sponsor including, yet not limited to, contribution auditing and excess contribution corrections.
- 2.8 Technical Assistance: TSACG will provide technical and consulting assistance to the Plan Sponsor upon request and under terms mutually agreeable between TSACG and the Plan Sponsor.
- 2.9 Other Assistance: TSACG will provide other assistance to the Plan Sponsor upon mutual agreement between both parties.

- 3.0 **Responsibilities of the Plan Sponsor.** Plan Sponsor acknowledges that it is responsible for the following:
- 3.1 Plan and Participant Data: Plan Sponsor will provide all necessary plan and participant data required by TSACG to accomplish proper plan administration duties including, yet not limited to, plan documents, policies and procedures, contribution history and all other data as may be reasonably requested by TSACG.
- 3.2 Fee Billing and Payment: Plan Sponsor agrees that TSACG will charge fees for its services to the authorized Investment Providers participating in the Plan(s) in accordance with the Plan Administration Fee Schedule. Any changes to the fee schedule will be subject to mutual agreement between TSACG and the Plan Sponsor and require notice of at least sixty (60) days prior to the change effective date.
- 4.0 **Miscellaneous.**
- 4.1 Termination: Plan Sponsor or TSACG may terminate this agreement at any time upon sixty (60) days prior written notice to the other party. TSACG agrees to deliver to the Plan Sponsor or its designee, all records reasonably necessary for the continuing recordkeeping of the Plan.
- 4.2 Notices: Notices or other communications given pursuant to this agreement shall be hand delivered, mailed by first class mail service, addressed as follows, or as changed by notice:
- a) To TSACG: TSA Consulting Group, Inc.  
15 Yacht Club Drive NE  
Fort Walton Beach, FL 32548
- b) To Plan Sponsor: East Stroudsburg Area School District  
50 Vine Street  
East Stroudsburg, PA 18301
- 4.3 Entire Agreement: Supplements and Amendments. This agreement generally constitutes the entire agreement between the parties, merging all prior presentations, discussions and negotiations. It may be modified by additional letter or other written agreements executed by each party contemporaneously with this agreement, which may modify its provisions or meanings. It may be further supplemented, but not modified, by TSACG from time to time with written procedures that provide a description of the ordinary processes for the parties to fulfill their obligations hereunder, which shall not exclude extraordinary processing in appropriate situations that produces comparable results. Finally, this agreement may be amended at any time, but only by written agreement signed by all parties hereto.
- 4.4 Assignment: Some or all of the rights and duties of TSACG hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of TSACG may be performed by others under subcontract, without the release of TSACG for responsibility for such services. Otherwise, no party may assign this agreement nor any rights or duties hereunder without the prior written consent of the other party.
- 4.5 Governing Law: Except to the extent governed by federal law, this agreement shall be governed by and constructed according to the laws of the state where Plan Sponsor's principal office resides.

## PLAN ADMINISTRATION FEE SCHEDULE

Plan Sponsor hereby agrees that TSACG, in remuneration for administrative and recordkeeping services for the Plan(s) indicated in the Administrative Services Agreement and dated August 1, 2018 shall be entitled to collect the following fees from each authorized investment product provider under the plan:

### INVESTMENT PRODUCT PROVIDER FEES:

Recordkeeping – (Per Participant \* Account)

\$24.00 per year billed monthly

Billing Effective Date\*\*: October 1, 2018

\*"Participant" is defined as any individual that maintains one or more accounts with assets under the Plan

\*\*The "Billing Effective Date" will be the billing cycle that is at least 30 days following the execution date of the Plan Administration Fee Schedule (i.e., a January 15 execution date would trigger a March 1 billing date).

Required Provider Fees: Plan Sponsor further agrees and stipulates that each authorized investment product provider is required to pay the fees described herein directly to TSACG unless otherwise modified by the Plan Sponsor upon notice to the investment product provider. Each authorized provider must agree to the fee schedule set forth herein as a condition of participation under the Plan(s).

Method of Payment: Investment Product Providers shall remit the fees described herein in a timely manner and according to a reasonable method of remittance as determined by TSACG.

Basis for Invoicing – Provider Fees: TSACG shall bill each Investment Product Provider monthly according to the number of participants that maintain one or more accounts under the Plan. The actual number of participant accounts will be determined according to the participant data files generated by the Provider as required under the Investment Provider Service Agreement between the Plan Sponsor and the Provider.

Provider Discretion – Investment Product Pricing: The Plan Sponsor intends to maintain a high quality array of investment products and providers under the Plan for the benefit of participants. Plan Sponsor recognizes and agrees that Providers have sole discretion regarding the pricing of their investment products and the generation of revenue models sufficient to offset expenses related to participation in the Plan Sponsor Plan.

Plan Sponsor Reports: TSACG shall be responsible for submitting reports to the Plan Sponsor regarding fees assessed to and collected from Investment Product Providers. TSACG shall not attempt to collect any fees from Investment Product Providers other than those expressed in this fee schedule.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representatives.

PLAN SPONSOR:  
EAST STROUDSBURG AREA SCHOOL DISTRICT

ADMINISTRATOR:  
TSA CONSULTING GROUP, INC.

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

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

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

Name Janet Williamson

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

Title: Senior VP, Chief Financial Officer

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



## EPARS Subscription Agreement - Section I

TSA Consulting Group Inc.(TSACG) is owner of a software product known as Electronic Process for Automated Remittance Services or "EPARS," which, among other things as of the date set forth on the Adoption Form, is designed to support and facilitate: (i) the input and transmittal of Employer and/or Participant Data, and (ii) the transfer of Employer and/or Participant Contribution Remittances through banking institutions as regulated by the Federal Reserve System, as licensed pursuant to this Schedule.

1. **Definitions** The following definitions are used in this Schedule as defined below:

**"Subscription Adoption Agreement"** shall mean Section II outlining the specific administrative guidelines selected by the Licensee with regard to the transmission of Employer and Participant Data and Contribution Remittances to Authorized Provider Companies, error correction and transaction fees applicable to the Authorized Provider Companies and/or the Licensee.

**"Authorized Provider Companies"** shall mean any organization authorized by the Employer to provide products and/or services pursuant to an established Employer benefit program.

**"Bank Transfer Agent"** shall mean the bank listed in section 8 below, "Bank Transfer Agent" and subsequently responsible for the transfer of data and funds received from the Licensee to Authorized Provider Companies.

**"Contribution Remittances"** shall mean monetary employer contributions and/or employee contributions to Authorized Provider Companies or payments to Designated Entities.

**"Designated Entities"** shall mean any person, organization or governmental agency to whom the Licensee or Employee is bound by authorization or legal order to remit payments.

**"Employer Data"** shall mean information specific to the Licensee and pertinent to the accurate remittance of Employer or Participant remittances.

**"Licensee"** shall mean the Employer/User of the EPARS software product.

**"Participant"** shall mean the Employee for whom payroll deduction or reduction remittances are processed or for whom Employer Contribution Remittances are made.

**"Participant Data"** shall mean information specific to the Participant and pertinent to the accurate remittance of Employer or Participant remittances.

**"Transaction"** shall mean any transmission initiated by the Employer via EPARS in which a Contribution Remittance and Employer and Participant Data is delivered to an Authorized Provider Company.

2. **Restrictions on Use** Licensee shall only use the Licensed Materials for its own internal business purposes. Without derogating the generality of the foregoing, (i) Licensee shall not use or allow others to use the Licensed Materials in a multiple-use arrangement or as a part of a service bureau without the prior written consent of TSACG.

3. **Licensee's Obligations**

- a) Licensee is obligated to abide by the EPARS Adoption Agreement provisions selected by the Licensee during the term of the Subscription Agreement.
- b) The Licensee acknowledges that the provisions of the Adoption Agreement must be congruent with the policies and guidelines established for the employee benefit programs supported by EPARS.
- c) The Licensee acknowledges the role and responsibilities of TSACG to install and maintain the EPARS software for the Licensee and the need for the Licensee to communicate changes regarding Authorized Provider Companies or bank relationships to TSACG on a timely basis.
- d) The Licensee acknowledges the need to communicate with both TSACG and Authorized Provider Companies regarding the resolution of errors or omissions that may occur during the Licensee's preparation and submission of Employer and Participant Data or the application of the Employer and Participant Data by the Authorized Provider Company.

4. **Licensed Software Limitations** Neither TSACG nor the Bank Transfer Agent guarantees that remittances will be credited to participant accounts within any specified period of time after transfer of the data and funds to Authorized Provider Companies. Licensee acknowledges the role and responsibilities of the Licensee with respect to the use of EPARS and the preparation of Employer and Participant Data and the role and responsibilities of the Authorized Provider Companies regarding the proper application of data and funds transferred using EPARS.

5. **Use of Licensed Software** Licensee will use the Licensed Software to submit Employer and Participant Data to the Bank Transfer Agent and Authorized Provider Companies. Licensed Software is intended to allow the Licensee to transfer bundled Employer and Employee Data via a secure Internet site to Authorized Provider Companies. The Licensed Software will separate Employer and Participant Data and transfer said Data specific to each Authorized Provider Company. The Licensed Software will also allow the Licensee to provide instructions to the Bank Transfer Agent regarding funds transfer to each specific Authorized Provider Company.

6. **Compliance with Law** Licensee understands that it is responsible for complying with any applicable federal, state or local statutes, regulations or ordinances governing or regulating the remittance of Employer and Participant Data and Contributions.

7. **Recordkeeping** Licensee acknowledges and agrees that it may be required to maintain records of certain data pursuant to federal or state laws and regulations. Licensee understands and agrees that: (i) it bears sole responsibility for such obligation; (ii) it may need to download data into its own systems storage facilities or print out hard copies of such data from the Licensed Software in order to generate or obtain information necessary to meet such recordkeeping requirements; and (iii) in no event will TSACG be responsible for maintaining any such data for Licensee. TSACG will make every reasonable attempt to assist the Licensee in the maintenance and retrieval of records pertaining to Employer and Participant Data and Contribution Remittances.

8. **Bank Transfer Agent** TSACG assumes sole responsibility for the maintenance of EPARS. Therefore, the Bank Transfer Agent may be changed at any time as deemed necessary by TSACG to ensure the proper function and viability of EPARS. Notice of any changes shall be forwarded to the Employer and Authorized Provider Company at least 30 days prior to the effective date of any changes.

## **Designated Bank Transfer Agent**

Wells Fargo, N. A.  
Treasury Services Department  
225 Water Street, 2<sup>nd</sup> Floor FL0120  
Jacksonville, FL 32202

9. **Restrictions** Licensee shall not directly, or permit others to: (i) disassemble, decompile or otherwise derive source code from the Licensed Software; (ii) reverse engineer the Licensed Software or the services; (iii) copy the Licensed Software; (iv) use the Licensed Software or services in any manner that infringes the intellectual property or other rights of another party; or (v) transfer the Licensed Software or any copy thereof or access to the Services to another party without the express prior written consent of TSACG.
10. **Term and Termination** This Agreement is effective upon the Licensee's assent to its terms and conditions and shall continue for the period agreed upon by the Licensee and TSACG. This Agreement may be modified, amended only by a written amendment signed by both parties hereto. This Agreement may be terminated, without cause, by either party upon 60 days written notice to the other party. No modification, amendment, or termination of this Agreement shall affect the liability of either party incurred prior to such event.
11. **Assignment** Some or all of the rights and duties of TSACG hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of TSACG may be performed by others under subcontract, without the release of TSACG for responsibility for such services. Otherwise, no party may assign this agreement nor any rights or duties hereunder without the prior written consent of the other party.
12. **Confidentiality** All data processed through EPARS is considered confidential, including, without limitation, the information pertaining to the Licensed Software. The Licensee and TSACG agree to hold all data and information in confidence both during the term of this Agreement and thereafter. The parties further agree, unless required by law, not to make data or information available in any form to any third party for any purpose other than the implementation of this Agreement.
13. **Survival** If any provision of this agreement shall be held or declared to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provisions shall not affect any other provision of this agreement, and the remainder of this agreement shall continue in full force and effect as though such provisions had not been contained in this agreement. If the scope of any provision in this agreement is found to be too broad to permit enforcement of such provision to its fullest extent, the parties consent to judicial modification of such provision and enforcement to the maximum extent permitted by law. Any provisions of this Agreement that contemplate their continuing effectiveness, including, without limitation, Sections 4, 6, 7, 8, 9 and 11 shall survive any termination of this Agreement.

## EPARS Subscription Adoption Agreement – Section II

The Agreement (Agreement) sets forth the administrative guidelines selected by the Licensee with regard to the transmission of Employer and Participant Data and Contribution Remittances to Authorized Provider Companies (APC), error correction and transaction fees applicable to the Authorized Provider Companies and/or the Licensee.

I. **Licensee:** Name: East Stroudsburg Area School District  
Address: 50 Vine Street, East Stroudsburg, PA 18301

### EPARS Guidelines:

#### A. Transmission of Employer and Participant Data

The Licensee requires Authorized Provider Companies to accept data in the following manner(s):

- EPARS transmission to APC secure File Transfer Protocol (FTP) site.
- APC retrieval of Data from EPARS secure FTP site.
- Encrypted e-mail or attachment to data transmitted to APC.

#### **Contribution Remittance/ Funds Transmittal Requirements**

The Licensee requires Authorized Provider Companies to accept Contribution Remittance Funds in one of the following methods:

- ACH transfers of funds to APC bank. (Direct Deposit) and/or
- Paper check mailed to APC via regular mail (Digital Signature Required)

☒ **Plan Sponsor elects to implement EPARS**

☐ **Plan Sponsor elects to postpone implementation of EPARS at this time.**

#### **EAST STROUDSBURG AREA SCHOOL DISTRICT**

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

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

Title \_\_\_\_\_

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

**EXHIBIT C**

**BASIS OF REMUNERATION:** Annual compensation for services provided by TSACG subject to the Agreement shall be invoiced at stated rate including an initial setup fee in the first year.

Standard Fees for all services listed in the **Compliance Edge® Program:**

The invoices generated in the months of August 2018 and September 2018 will remain \$2.00 per month, per contributing participant, billed monthly in arrears to the Plan Sponsor. Following the transition and notification of the fee change to the authorized investment providers, the invoices generated will change beginning in October 2018 to \$2.00 per month per plan participant\* billed monthly in arrears to the authorized investment providers.

\*"Participant" is defined as any individual who maintains one or more accounts with assets under the Plan.

All services shall be billed monthly beginning October 1, 2018, at the equivalent rates shown above. Fees described above are based on total number of employees for this employer. Rates for larger or smaller groups may vary according to current published rate schedules established by TSACG.

**EAST STROUDSBURG AREA SCHOOL DISTRICT**

**TSA CONSULTING GROUP, INC.**

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

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

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

Name: Janet Williamson

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

Title: Senior VP, Chief Financial Officer

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

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

# 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.

BLDG		GRADE												HmRm Total	
	HMRM	KF	01	02	03	04	05	06	07	08	09	10	11	12	
ADM	All	2	0	0	0	0	0	0	1	0	0	0	1	0	4
	ADM Total	2	0	0	0	0	0	0	1	0	0	0	1	0	4
BES	All	43	55	59	63	76	79	0	0	0	0	0	0	0	375
	BES Total	43	55	59	63	76	79	0	0	0	0	0	0	0	375
CHSC	All	0	3	7	17	6	18	20	20	18	23	14	22	19	187
	CHSC Total	0	3	7	17	6	18	20	20	18	23	14	22	19	187
EHN	All	0	0	0	0	0	0	0	0	0	246	272	252	255	1025
	EHN Total	0	0	0	0	0	0	0	0	0	246	272	252	255	1025
EHS	All	0	0	0	0	0	0	0	0	0	325	325	310	366	1326
	EHS Total	0	0	0	0	0	0	0	0	0	325	325	310	366	1326
ESE	All	84	107	128	97	113	112	0	0	0	0	0	0	0	641
	ESE Total	84	107	128	97	113	112	0	0	0	0	0	0	0	641
HOME	All	1	0	4	5	3	6	9	0	11	7	4	7	6	63
	HOME Total	1	0	4	5	3	6	9	0	11	7	4	7	6	63
IU20	All	2	8	8	6	6	12	6	14	10	15	13	6	15	121
	IU20 Total	2	8	8	6	6	12	6	14	10	15	13	6	15	121
JMH	All	69	66	79	75	78	78	0	0	0	0	0	0	0	445
	JMH Total	69	66	79	75	78	78	0	0	0	0	0	0	0	445
JTL	All	0	0	0	0	0	0	308	339	310	0	0	0	0	957
	JTL Total	0	0	0	0	0	0	308	339	310	0	0	0	0	957
LIS	All	0	0	0	0	0	0	235	225	234	0	0	0	0	694
	LIS Total	0	0	0	0	0	0	235	225	234	0	0	0	0	694
MSE	All	47	59	74	78	99	102	0	0	0	0	0	0	0	459
	MSE Total	47	59	74	78	99	102	0	0	0	0	0	0	0	459
OOD	All	1	0	1	1	0	1	0	0	1	0	3	4	3	15
	OOD Total	1	0	1	1	0	1	0	0	1	0	3	4	3	15
RES	All	75	86	64	88	90	91	0	0	0	0	0	0	0	494
	RES Total	75	86	64	88	90	91	0	0	0	0	0	0	0	494
SMI	All	44	56	53	68	63	53	0	0	0	0	0	0	0	337
	SMI Total	44	56	53	68	63	53	0	0	0	0	0	0	0	337
Total All Buildings		368	440	477	498	534	552	578	599	584	616	631	602	664	7143

### NOTES:

1. (NA) indicates students not assigned to any homeroom.
2. Student homeroom assignments are based on current enrollment.