EAST PENN SCHOOL DISTRICT

BOARD OF SCHOOL DIRECTORS

REGULAR BOARD MEETING

AGENDA

Board Room
800 Pine Street
Emmaus, PA 18049

September 11, 2017
7:30 p.m.

2017 School Board Meeting Schedule

January 9 & 23
February 13 & 27
March 13 & 27
April 10 & 24
May 8 & 22
June 12 & 26
July 10
August 14 & 28
September 11 & 25
October 9 & 23
November 13
December 4 (Organization) & 11

Vision Statement: The East Penn School District will empower students to maximize their individual potential and become lifelong learners and contributors to a global society.

Mission Statement: The East Penn School District will provide a learning environment in which students become effective problem solvers, collaborators, critical thinkers, and communicators.

EAST PENN ANONYMOUS STUDENT TIP LINE
(610) 966-8400

EAST PENN WEB PAGE
www.eastpennsd.org
ORDER OF BUSINESS

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE

2. REQUESTS TO ADDRESS THE BOARD

3. APPROVAL OF MINUTES

Motion by ______________________, Seconded by ______________________
RESOLVED, That the Board of School Directors of East Penn SD approve the minutes of the August 28, 2017 Regular Board Meeting.

4. REPORT OF THE SUPERINTENDENT OF SCHOOLS – Dr. Michael Schilder

a. District Update

5. PERSONNEL

Motion by ______________________, Seconded by ______________________
RESOLVED, That the Board of School Directors of East Penn SD approve the following personnel items, as recommended by the Superintendent:

a. Resignation(s) (Exhibit #1)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Building</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Darcie Dagenbach</td>
<td>Health Room Nurse</td>
<td>EHS</td>
<td>8/25/17</td>
</tr>
<tr>
<td>Maria Kelly-Lowe</td>
<td>Instructional Assistant</td>
<td>Eyer MS</td>
<td>8/24/17</td>
</tr>
<tr>
<td>Kathryn Longo</td>
<td>Food Service Support Staff</td>
<td>EHS</td>
<td>9/8/17</td>
</tr>
<tr>
<td>Nancy Mombourquette</td>
<td>Remedial Assistant</td>
<td>Shoemaker ES</td>
<td>8/28/17</td>
</tr>
<tr>
<td>Melissa Peracchia</td>
<td>Remedial Assistant</td>
<td>Albritis ES</td>
<td>9/5/17</td>
</tr>
<tr>
<td>Suzanne Reppert</td>
<td>Food Service Support Staff</td>
<td>LMMS</td>
<td>9/11/17</td>
</tr>
<tr>
<td>Jarrett Walck</td>
<td>Custodian</td>
<td>Eyer MS</td>
<td>8/29/17</td>
</tr>
</tbody>
</table>

b. General Leave of Absence(s) per CBA

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Building</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ashley Scheuer</td>
<td>Special Education Teacher</td>
<td>Eyer MS</td>
<td>10/23/17 – 11/22/17</td>
</tr>
</tbody>
</table>

c. General Leave of Absence(s) Per Board Policy 339 – Uncompensated Leave

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Building</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faith Andrews</td>
<td>Instructional Assistant</td>
<td>EHS</td>
<td>8/28/17 – 5/8/18</td>
</tr>
<tr>
<td>Madhu Mathur</td>
<td>Instructional Assistant</td>
<td>Wescosville ES</td>
<td>8/28/17 – 10/11/17</td>
</tr>
<tr>
<td>Debra Stevens</td>
<td>Remedial Assistant</td>
<td>Eyer MS</td>
<td>9/5/17 – 5/25/17</td>
</tr>
</tbody>
</table>
d. Full-time Substitute Appointment(s)

Name: Michael Engler  
Education Level: B.S. Degree; M.A. Degree  
Undergraduate School: Lock Haven University  
Graduate School: Gratz College  
Assignment: Autistic Support Teacher (leave of absence of E. Haddigan)  
Certification: Instructional II: Elementary K-6; Mentally/Physically Handicapped; Mid-Level Science 6-9  
Experience: Nov. 2011 – Present: Life Works Academy; Teacher  
Sept. 2001 – June 2011: Central Bucks SD; Learning Support Teacher  
Sept. 1999 – July 2001: North Penn SD; Learning Support Teacher  
Salary: $52,062; Year 1; B  
Effective: September 12, 2017

e. Support Staff Appointment(s)

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Salary/Hours</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gina Jones</td>
<td>Staff Assistant - EHS</td>
<td>$14.81/hr</td>
<td>9/12/17</td>
</tr>
<tr>
<td></td>
<td>(resignation of C. Kennedy)</td>
<td>14 hrs/wk</td>
<td></td>
</tr>
<tr>
<td>Suzanne Reppert</td>
<td>Staff Assistant - LMMS</td>
<td>$14.81/hr</td>
<td>9/12/17</td>
</tr>
<tr>
<td></td>
<td>(transfer of H. Hartill)</td>
<td>15 hrs/wk</td>
<td></td>
</tr>
<tr>
<td>Jennifer Schreiner</td>
<td>Staff Assistant – Willow Lane ES</td>
<td>$14.81/hr</td>
<td>9/12/17</td>
</tr>
<tr>
<td></td>
<td>(resignation of M. O'Connell)</td>
<td>15 hrs/wk</td>
<td></td>
</tr>
<tr>
<td>Ildiko Benoit-Johnson</td>
<td>Instructional Assistant – Willow Lane ES</td>
<td>$14.81/hr</td>
<td>9/12/17</td>
</tr>
<tr>
<td></td>
<td>(transfer of C. FitzMaurice)</td>
<td>29 hrs/wk</td>
<td></td>
</tr>
<tr>
<td>Yvonne Galea</td>
<td>Instructional Assistant – Eyer MS</td>
<td>$14.81/hr</td>
<td>9/12/17</td>
</tr>
<tr>
<td></td>
<td>(resignation of K. Breiner)</td>
<td>29 hrs/wk</td>
<td></td>
</tr>
<tr>
<td>Jacob Maehrer</td>
<td>Instructional Assistant – Willow Lane ES</td>
<td>$14.81/hr</td>
<td>9/12/17</td>
</tr>
<tr>
<td></td>
<td>(resignation of K. Rainford)</td>
<td>29 hrs/wk</td>
<td></td>
</tr>
<tr>
<td>Eve Arce</td>
<td>Instructional Assistant – Wescosville ES</td>
<td>$14.81/hr</td>
<td>9/12/17</td>
</tr>
<tr>
<td></td>
<td>(resignation of S. Hettrick)</td>
<td>28.5 hrs/wk</td>
<td></td>
</tr>
<tr>
<td>Kristen Downey</td>
<td>Instructional Assistant – Shoemaker ES</td>
<td>$14.81/hr</td>
<td>9/12/17</td>
</tr>
<tr>
<td></td>
<td>(transfer of S. Ferrel)</td>
<td>29 hrs/wk</td>
<td></td>
</tr>
</tbody>
</table>

f. Support Staff Transfer of Assignment(s)

<table>
<thead>
<tr>
<th>Name</th>
<th>From</th>
<th>To</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Catherine Lienhard</td>
<td>Remedial Assistant</td>
<td>Remedial Assistant</td>
<td>9/12/17</td>
</tr>
<tr>
<td></td>
<td>Lincoln ES</td>
<td>Shoemaker ES</td>
<td></td>
</tr>
</tbody>
</table>
g. **Support Staff Increase/Decrease of Hours**

<table>
<thead>
<tr>
<th>Name</th>
<th>From</th>
<th>To</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gina Huczko</td>
<td>Staff Assistant</td>
<td>Staff Assistant</td>
<td>9/12/17</td>
</tr>
<tr>
<td></td>
<td>Wescosville ES</td>
<td>Wescosville ES</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12.5 hrs/wk</td>
<td>15 hrs/wk</td>
<td>(increase in hours to support Kindergarten)</td>
</tr>
<tr>
<td>Heidi Trinkle</td>
<td>Instructional Assistant</td>
<td>Instructional Assistant</td>
<td>9/12/17</td>
</tr>
<tr>
<td></td>
<td>Willow Lane ES</td>
<td>Willow Lane ES</td>
<td></td>
</tr>
<tr>
<td></td>
<td>21.5 hrs/wk</td>
<td>17.5 hrs/wk</td>
<td>(decrease in hours – reduction in first grade classroom sizes)</td>
</tr>
</tbody>
</table>

h. **Addition to the 2017-2018 Per Diem Substitute List**

- Lisa Allen: Instructional, Staff and Remedial Assistant
- Wendy Ashelman: Instructional/Staff Assistant
- Cynthia Cramsey: Staff Assistant
- Rebecca Entwisle: Instructional/Staff Assistant
- Susan Halpin: Food Service
- Jennifer Henry: Staff Assistant
- Maria Kelly-Lowe: Instructional/Staff Assistant
- Mary Martorelli: Instructional Assistant
- Katherine Mikovich: Instructional/Staff Assistant
- Cynthia Mount: Instructional, Staff and Remedial Assistant
- Jessica Polster: Instructional/Staff Assistant
- Stephanie Vinosky: Instructional/Staff Assistant
- Tom Warnke: Retired - Social Studies

i. **2017-2018 Annual Academic Position Appointments – Schedule A**

<table>
<thead>
<tr>
<th>School</th>
<th>Name</th>
<th>Position</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>EHS</td>
<td>Susan Arnold</td>
<td>National Honor Society</td>
<td>$2,349.00</td>
</tr>
</tbody>
</table>

j. **2017-2018 Co-Curricular Appointments - Schedule B**

<table>
<thead>
<tr>
<th>School</th>
<th>Name</th>
<th>Position</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eyer MS</td>
<td>Denise Brosky</td>
<td>Girls on Track</td>
<td>$167.50</td>
<td>Amended from 8/28/17 Shared with J. Lusignea</td>
</tr>
<tr>
<td>Eyer MS</td>
<td>Joanne Lusignea</td>
<td>Girls on Track</td>
<td>$167.50</td>
<td>Shared with D. Brosky</td>
</tr>
<tr>
<td>LMMS</td>
<td>Susan Highet</td>
<td>Painting Club</td>
<td>$37.22/session</td>
<td>Fall &amp; Spring Sessions</td>
</tr>
<tr>
<td>Eyer MS</td>
<td>Doug Spadt</td>
<td>Robotics Club</td>
<td>$669.00</td>
<td></td>
</tr>
<tr>
<td>EHS</td>
<td>Ara Hoderewski</td>
<td>Basketball Assistant Coach (Boys)</td>
<td>$5,299.00</td>
<td></td>
</tr>
<tr>
<td>EHS</td>
<td>Mark Wirag</td>
<td>Cross Country Volunteer Assistant (Boys &amp; Girls)</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>EHS</td>
<td>Joshua Fick</td>
<td>Football Assistant Coach -7</td>
<td>$6,021.00</td>
<td></td>
</tr>
</tbody>
</table>
k. 2017-2018 Salary of the Superintendent – Dr. Michael Schilder

$177,895  Effective: July 1, 2017

l. Attendance Officers – Issuance of Truancy Citations:

<table>
<thead>
<tr>
<th>Emmaus HS</th>
<th>Lower Macungie MS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kate Kieres</td>
<td>Suzanne Vincent</td>
</tr>
<tr>
<td>Todd Breiner</td>
<td>Greg Annoni</td>
</tr>
<tr>
<td>Mark Covelle</td>
<td>Rodd Luckenbill</td>
</tr>
<tr>
<td>Lorie Gamble</td>
<td>Asst. Principal</td>
</tr>
<tr>
<td>Joshua Miller</td>
<td>Ever MS</td>
</tr>
<tr>
<td>Tabitha Rodriguez</td>
<td>Michael Kelly</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Elementary Principals</th>
<th>Student Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheryl Scalzo</td>
<td>Alburts ES</td>
</tr>
<tr>
<td>Drew Hinkel</td>
<td>Jefferson ES</td>
</tr>
<tr>
<td>Lynn Brinckman</td>
<td>Lincoln ES</td>
</tr>
<tr>
<td>Sallie Yencho</td>
<td>Macungie ES</td>
</tr>
<tr>
<td>Jackie Vogel</td>
<td>Shoemaker ES</td>
</tr>
<tr>
<td>Tara Desiderio</td>
<td>Wescosville ES</td>
</tr>
<tr>
<td>Anthony Moyer</td>
<td>Willow Lane ES</td>
</tr>
</tbody>
</table>

m. STA of Pennsylvania, Inc. – Addition to Transportation Personnel List for the 2017-2018 School Year

<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>District Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driver</td>
<td>Juana Bueno</td>
<td>8/11/2017</td>
</tr>
<tr>
<td>Driver</td>
<td>Gregory Schnabel</td>
<td>8/11/2017</td>
</tr>
<tr>
<td>Driver</td>
<td>Adrian Castro</td>
<td>8/11/2017</td>
</tr>
<tr>
<td>Driver</td>
<td>Jennifer Williams</td>
<td>8/14/2017</td>
</tr>
<tr>
<td>Driver</td>
<td>Aneudy Pagan</td>
<td>8/11/2017</td>
</tr>
<tr>
<td>Driver</td>
<td>Natasha Drey</td>
<td>8/31/2017</td>
</tr>
<tr>
<td>Driver</td>
<td>Heather Sherry</td>
<td>8/31/2017</td>
</tr>
</tbody>
</table>

6. BUSINESS OPERATIONS

a. Approval of the Bill List

**Motion** by __________________________, Seconded by __________________________

RESOLVED, That the Board of School Directors of East Penn SD approve the attached bill list and that the Treasurer be authorized to issue checks and vouchers in the amounts indicated, as per Exhibit #2.
b. Trust Agreement of the Health Benefits Consortium

Motion by _______________________, Seconded by _______________________
RESOLVED, That the Board of School Directors of East Penn SD recognize that it has been a participating Member of the Health Benefits Consortium that was formed by the Members for the purposes of maximizing the benefits and reducing costs of Member group medical and prescription insurance and approve the Trust Agreement of the Health Benefits Consortium effective January 1, 2018, as per Exhibit #3.

c. Designation of Trustee for the Health Benefits Consortium

Motion by _______________________, Seconded by _______________________
RESOLVED, That the Board of School Directors of East Penn SD hereby designate the Business Administrator as the Trustee on behalf of East Penn SD and in the absence of the Business Administrator, the Assistant Business Manager shall be designated as the alternate Trustee for the Health Benefits Consortium.

d. Contracts/Agreements

1) Motion by _______________________, Seconded by _______________________
RESOLVED, That the Board of School Directors of East Penn SD approve the following contract/agreement, as per Exhibit #4:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Type of Contract/Agreement</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BAYADA Home Health Care, Inc.</td>
<td>“In School” Nursing Services</td>
<td>$53/hr</td>
</tr>
<tr>
<td></td>
<td>2017-2018 school year</td>
<td></td>
</tr>
</tbody>
</table>

2) Motion by _______________________, Seconded by _______________________
RESOLVED, That the Board of School Directors of East Penn SD approve the following contract/agreement, as per Exhibit #5:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Type of Contract/Agreement</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Sign Language</td>
<td>Tutoring Services</td>
<td>$39/hr</td>
</tr>
<tr>
<td></td>
<td>2017-2018 school year</td>
<td></td>
</tr>
</tbody>
</table>

e. Facility Rental Requests - Group IV Organizations

1) Motion by _______________________, Seconded by _______________________
RESOLVED, That the Board of School Directors of East Penn SD grant permission for East Penn Children’s Academy, 45 W. Penn Ave., Alburtis, PA, 18011, to rent the auditorium and choral room at Eyer Middle School on June 1 & 2, 2018 for a dance recital.

<table>
<thead>
<tr>
<th>Rental Fees</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auditorium (rehearsal)</td>
<td>$100/hr</td>
</tr>
<tr>
<td>Auditorium (event)</td>
<td>$105/hr</td>
</tr>
<tr>
<td>Choral Rooms</td>
<td>$20/hr</td>
</tr>
<tr>
<td>Custodian</td>
<td>$51.80/hr</td>
</tr>
<tr>
<td>Equipment/Technicians</td>
<td>$51.80/hr</td>
</tr>
<tr>
<td>Security</td>
<td>$18/hr</td>
</tr>
</tbody>
</table>
2) **Motion** by __________________, Seconded by __________________
RESOLVED, That the Board of School Directors of East Penn SD grant permission for Child Evangelism Fellowship Greater L.V. Chapter, P. O. Box 20911, Lehigh Valley, PA, 18002, to rent classrooms at Willow Lane ES on October 17, 24, 31 & November 7, 14, 2017 to hold their Good News Club after school program.

Rental Fees
Classrooms $20/hr

3) **Motion** by __________________, Seconded by __________________
RESOLVED, That the Board of School Directors of East Penn SD grant permission for Lehigh Valley Health Network, 1200 S. Cedar Crest Boulevard, 3K Burn Center, Allentown, PA, 18103, to rent the gymnasium at LMMS on April 21, 2018 for the Great Balls of Fire Dodgeball Tournament to benefit LVHN Burn Survivor Programs.

Rental Fees
Gymnasium $100/hr
Cafeteria $45/hr
Security $18/hr

4) **Motion** by __________________, Seconded by __________________
RESOLVED, That the Board of School Directors of East Penn SD grant permission for Patricia Bostick Dance Center, 5925 Tilghman Street, Suite 50, Allentown, PA, 18104, to rent the auditorium and locker rooms at LMMS on May 8, 18 & 19, 2018 for their dance recital.

Rental Fees
Auditorium (rehearsal) $100/hr
Auditorium (recital) $105/hr
Locker Rooms $20/hr
Custodian $51.80/hr
Stage Manager $51.80/hr
Security $18/hr

5) **Motion** by __________________, Seconded by __________________
RESOLVED, That the Board of School Directors of East Penn SD grant permission for PD Campus, P. O. Box 6762, Wyomissing, PA, 19610, to rent the professional development room at Willow Lane ES on various dates in September and October, 2017 to conduct graduate level professional development classes for our employees.

Rental Fees
Waived per Board Policy 707

7. **CURRICULUM**

a. **Educational Conferences**

**Motion** by __________________, Seconded by __________________
RESOLVED, That the Board of School Directors of East Penn SD approve the estimated expenses for the individuals attending educational conferences, as per Exhibit #6.
8. POLICY

a. Board Policy Review
   ➢ Third Reading and Adoption
   • Series 800 – Operations: Part 2 of 2 - Policy #812 - #830
   • Series 200 – Pupils: Policy #203, #204 & #246

   Motion by ____________________, Seconded by ____________________
   RESOLVED, That the Board of School Directors of East Penn SD adopt the new and/or revised Board policies and retire existing policies, as per Exhibit #7.

9. OTHER EDUCATIONAL ENTITIES

   ➢ JOC Members: Mr. Champagne, Mr. Donatelli, Mr. Earnshaw, Ms. Heid

10. LEGISLATIVE

a. Report - Mr. Ballard

11. ANNOUNCEMENTS

a. Executive Session: Monday, September 11, 2017 – 7:00 p.m.

b. Next Board Meeting: Monday, September 25, 2017 – 7:30 p.m.

12. ADJOURN
EXHIBITS

September 11, 2017
Good morning Jessica, I am writing to you since I need to resign from my position at Eyer immediately due to the fact that we are relocating. I apologize for the short notice but my husband just received this job offer last week. We are getting ready to list our house, but until the house actually sells I would still like to be put on the sub list this year. Can you please let me know what I need to do to be added to the sub list. Thank you so much, Maria Kelly-Lowe
8/28/2017

Dear Vicky,

It is with regret that I announce my intention to resign from the East Penn School District, Food Service group. Knowing that the school year has started, and that you are not at full strength, consider this my two week notice.

I did enjoy my short time working with the high school cafeteria staff. When I came to the organizational meeting last Wednesday, I did not know that I would be offered a position elsewhere. As I re-acquainted myself with the high school staff I did so with a heavy heart, thinking how difficult it would be to leave. You manage a hardworking, dedicated staff. It was a pleasure to be a part of the team for those eight (8) weeks.

With warm regards,

[Signature]

Kathryn H. Longo
Dear Tricia,

As we discussed today I am submitting my resignation from the position of Academic Support Assistant (Remedial Assistant) at Shoemaker Elementary School.

While I have enjoyed working with the children and teaching the various support programs I need to take some time off from the position. I had requested a leave of absence but have been informed it was not available. I have enjoyed being a part of your team and wish you continued success.

Sincerely,

Nancy A. Mombourquette
Melissa Peracchia

September 5, 2017

Mrs. Afflerbach,
Human Resources Manager
East Penn School District
800 Pine Street
Emmaus PA 18049

Dear Mrs. Afflerbach,

It is with a heavy heart that I have to resign as an Academic Support Assistant with East Penn School District. Unfortunately, I have personal issues that has forced me into accepting full-time employment. East Penn has been a fantastic place to work and it’s been nothing but a wonderful experience. This resignation is effective immediately as of 9-5-17.

Sincerely,

Melissa Peracchia
August 24, 2017

To whom it may concern,

I am writing this to resign from my position with Food Services on September 11, 2017. I am accepting a Staff Assistant position starting on September 12, 2017.

Thank you for your attention to this matter.

Sincerely,

Suzanne E. Reppert
VIA CERTIFIED MAIL #70151520000306280837

August 29, 2017

Mr. Jarrett Walck

RE: Acceptance of Verbal Resignation

Dear Mr. Walck,

As per our telephone conversation on August 29, 2017, you informed both me and Mr. Steven Onushco, Facilities Director, that you were resigning from your position as a Custodian effective immediately.

This letter serves as confirmation that your voluntary resignation is accepted.

Regards,

Jessica Afflerbach, MA, PHR, SHRM-CP
Human Resources Manager

c: Mr. Steven Onushco, Facilities Director
Employee File

"Building Foundations for Lifetime Learning"
E.O.E.
# Fund Accounting Check Summary

**FIRST NIAGARA-GENFUN - From 07/01/2017 To 06/30/2018**

Note: Output selection limited to transactions dated between 08/29/2017 and 09/11/2017

<table>
<thead>
<tr>
<th>Check #</th>
<th>Vendor Name</th>
<th>Description Of Purchase</th>
<th>Description Of Purchase</th>
<th>Check Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>00035719</td>
<td>A-B-E LABORATORY</td>
<td>REPAIRS &amp; MAINTENANCE OF EQUIPMENT</td>
<td></td>
<td>116.00</td>
</tr>
<tr>
<td>00035720</td>
<td>ADVANCED DISPOSAL SERVICES</td>
<td>DISPOSAL SERVICES</td>
<td></td>
<td>6,337.87</td>
</tr>
<tr>
<td>00035721</td>
<td>ALLENTOWN SEWING MACHINE OUTLET</td>
<td>REPAIRS &amp; MAINTENANCE; EQUIPMENT</td>
<td></td>
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* Denotes Non-Negotiable Transaction

# - Payables within Check
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09/07/2017 10:50:38 AM
EAST PENN SCHOOL DISTRICT
Page 1
Fund Accounting Check Summary
FIRST NIAGARA-GENFUN - From 07/01/2017 To 06/30/2018
Note: Output selection limited to transactions dated between 08/29/2017 and 09/11/2017

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* Denotes Non-Negotiable Transaction

# - Payables within Check  P - Prenote  d - Direct Deposit  c - Credit Card Payment

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# Fund Accounting Check Summary

**FIRST NIAGARA-GENFUN - From 07/01/2017 To 06/30/2018**  
*Note: Output selection limited to transactions dated between 08/29/2017 and 09/11/2017*

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09/07/2017 10:50:38 AM  
EAST PENN SCHOOL DISTRICT  
Page 3
## Fund Accounting Check Summary

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* Denotes Non-Negotiable Transaction

# - Payables within Check  
P - Prenote  
d - Direct Deposit  
c - Credit Card Payment

09/07/2017 10:50:38 AM  
EAST PENN SCHOOL DISTRICT  
Page 4
# Fund Accounting Check Summary

**FIRST NIAGARA-GENFUN - From 07/01/2017 To 06/30/2018**

Note: Output selection limited to transactions dated between 08/29/2017 and 09/11/2017

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<thead>
<tr>
<th>Check #</th>
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* Denotes Non-Negotiable Transaction

# - Payables within Check  P - Prenote  d - Direct Deposit  c - Credit Card Payment
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<th>Vendor Name</th>
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* Denotes Non-Negotiable Transaction
**Fund Accounting Check Summary**

**FIRST NIAGARA-GENFUN - From 07/01/2017 To 06/30/2018**

Note: Output selection limited to transactions dated between 08/29/2017 and 09/11/2017

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<th>Check Amount</th>
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<td>VD CK #35383; REISSUE TO MODERNFOL COMP</td>
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**10-GENERAL FUND**

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* Denotes Non-Negotiable Transaction

# - Payables within Check  P - Prenote  d - Direct Deposit  c - Credit Card Payment

09/07/2017 10:50:39 AM  EAST PENN SCHOOL DISTRICT
# Fund Accounting Check Summary

**ATHLETIC FUND - From 07/01/2017 To 06/30/2018**

Note: Output selection limited to transactions dated between 08/29/2017 and 09/11/2017

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### 10-GENERAL FUND

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<tr>
<td>Grand Total Regular Checks</td>
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<td>Grand Total Direct Deposits</td>
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<td>Grand Total Credit Card Payments</td>
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</tr>
<tr>
<td>Grand Total All Checks</td>
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* Denotes Non-Negotiable Transaction

# Payables within Check  
P - Prenote  
d - Direct Deposit  
C - Credit Card Payment

09/07/2017 10:58:15 AM

EAST PENN SCHOOL DISTRICT

Page 1
## Fund Accounting Check Summary

**PLGIT - From 07/01/2017 To 06/30/2018**

Note: Output selection limited to transactions dated between 08/29/2017 and 09/11/2017

### Checks mc

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<th>Check #</th>
<th>Vendor Name</th>
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### 10-GENERAL FUND

- **Grand Total Manual Checks**: 37,406.48
- **Grand Total Regular Checks**: 0.00
- **Grand Total Direct Deposits**: 0.00
- **Grand Total Credit Card Payments**: 0.00
- **Grand Total All Checks**: 37,406.48

* Denotes Non-Negotiable Transaction

# - Payables within Check  
P - Prenote  
d - Direct Deposit  
c - Credit Card Payment

09/07/2017 11:01:00 AM

EAST PENN SCHOOL DISTRICT
Talking Points for School Boards and Boards of Trustees  
Re: Health Benefits Consortium Trust Agreement

Objective:
In January 2014, the Consortium agreed to evaluate options to formalize the operations of the Lehigh County Schools Medical/Prescription Consortium.

Medical/Prescription Consortium Background:
A. For over 20 years, eleven school entities ("Members") within Lehigh County have participated in the Health Benefits Consortium (the "Consortium").
B. The founding purpose of the Consortium was to create an efficient vehicle to provide for the purchase of medical and prescription benefits to reduce the costs and maximize the value to Members.
C. The program adopted by the Consortium members has collectively developed the premium rates and pooled all the risks and resources of the participating Members to provide medical and prescription insurance coverage.

Review Process:
A. The primary objective of the process was to formalize the existing operations of the Consortium.
B. The Consortium is recommending the establishment of a Trust that provides consistency with the existing administrative, financial and operational practices of the Consortium.
C. The Consortium is recommending a Trust for the following reasons:
   1. A trust structure creates certain fiduciary obligations and duties among all the parties to the Trust;
   2. Trusts established for managing employee medical and prescription drug coverage are common among public school districts;
   3. The trust framework is familiar to all parties based on the Dental Trust administered by the Consortium.

Purpose and Structure of the Trust:
A. The Trust is a "pooled trust" maintained by the Consortium pursuant to the authority granted under the PA Public School Code; there are no separate accounts for Members.
B. The function of the Trust is limited to managing the medical and prescription benefits offered by the Members and managing any Trust assets, including the Rate Stabilization Fund.

Membership:
A. Membership in the Consortium is limited to only those public-school districts, community colleges, intermediate units, and career and technical schools located in whole or in part in Carbon-Lehigh Intermediate Unit 21 and not defined as a small employer (50 or fewer employees).
B. An eligible school entity within the IU21 boundaries may become a Member of the Trust by an affirmative vote of seventy-five percent (75%) of all Members.

Trust Agreement Duties:
A. Each participating Member (school district, career and technical school, intermediate unit or community college) appoints an administrative employee as a Trustee with fiduciary responsibility for the Member and having authority to attend meetings, participate in the activities and vote with respect to the Trustees authority and duties.
B. The Trust may only be amended by an affirmative vote of at least two-thirds (2/3rds) of all Trustees.
Talking Points for School Boards and Boards of Trustees
Re: Health Benefits Consortium Trust Agreement

C. Trustees can make no amendment to the Trust Agreement affecting any authority of the Members.

Withdrawal, Termination and Dissolution:
A. A Member’s written withdrawal notice must be received a minimum of one hundred eighty (180) days prior to renewal; withdrawal is effective on the next applicable renewal date. The current renewal date is July 1st. A Member who withdraws cannot rejoin for at least three (3) years.
B. A Member who withdraws with proper notice will receive a prorated allocation of the Rate Stabilization Fund Balance (“RSF”).
   1. Proration is based on a Member’s Enrollment Ratio;
   2. RSF Surplus: The Member would receive ninety percent (90%) of their calculated prorated allocation. A withdrawing Member is entitled to a surplus, if any, only after five years’ participation in the Consortium;
   3. RSF Deficit: The Member would pay one-hundred and ten percent (110%) of the calculated prorated allocation; The withdrawing Member shall make any deficit payment within 90 days of the Member’s termination.
C. Member School Entities may be terminated for cause by a two-thirds (2/3rds) vote of all Members. A Member School Entity who is terminated cannot rejoin for at least three (3) years.
D. Upon termination or withdrawal, a Member may be required to pay a Termination Fee.
E. The Trust Agreement itself may be terminated by a two-thirds (2/3rds) vote of all Members.
F. Upon termination of the Trust Agreement and the complete dissolution of the Consortium, each Member shall receive a prorated allocation of any final settlement balance based on such Member’s Enrollment Ratio.

Legal Reviews:
A. The Consortium is represented by Robert Tomilson of Clark Hill PLC who recommended and developed the Trust Agreement.
B. The Trust Agreement was independently reviewed by Ellis Katz of Sweet, Stevens, Katz & Williams LLP.
TRUST AGREEMENT
OF THE HEALTH BENEFITS CONSORTIUM

PREAMBLE

WHEREAS, the Members desire to set forth the procedures, rules, and the allocation of responsibilities for the operation and administration of the Health Benefits Consortium ("Consortium") that has been formed by the Members for the purposes of maximizing the benefits and reducing costs of Member group medical and prescription insurance coverages; and

WHEREAS, the Consortium desires to formalize the existing arrangement for purchasing and managing certain medical and prescription insurance coverages for eligible participants of the Members, including the collective development of Premium rates and the annual collective settlement of claims, taxes and administrative costs, if any; and

WHEREAS, the Members have determined that a trust pursuant to the terms of this Trust Agreement between the Members is the most suitable form for the pursuit of these common interests and goals; and

WHEREAS, in accordance with Sections 6-610 and 19-1905a of the Pennsylvania Public School Code, 24 P.S. §6-610 and 24 P.S. §19-1905a, as applicable, each Member has authority to use and pay out the funds of the Member for any and all proper purposes in accordance with the provisions of the Public School Code; and

WHEREAS, pursuant to Section 5-521 of the Pennsylvania Public School Code, 24 P.S. §5-521, each Member has the authority to enter into agreements with other political subdivisions for the purpose of, among other things, providing employee benefits that are common to and in the interest of all such political subdivisions;
NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the Members hereby delegate all authority under this Trust Agreement to the Trustees, as follows:

ARTICLE I

ESTABLISHMENT OF TRUST

1.1 The Members establish this Trust Agreement to be effective as of January 1, 2018. This Trust Agreement shall be maintained and administered by the Consortium in order to undertake the tasks essential for the insurance program.

1.2 The Consortium shall pool all the risks and the resources of the Members to provide medical and prescription insurance coverages for the Members' participants. All right, title and interest of the Consortium shall be vested exclusively in the Trustees who shall administer the Trust Fund, including the Rate Stabilization Fund ("RSF") (Definitions are found in Article XI, below), to reduce or stabilize Premium rates for such coverages, or to otherwise fulfill their duties pursuant to this Trust Agreement.

1.3 The liabilities of each Member to or with respect to its participation in the Consortium shall be the individual liability of that Member and not the joint and several liabilities of the other Members. In the event any Member fails to make any Premium payments, Assessments or other payments due to the insurance carrier or as otherwise provided by this Trust Agreement, the liability of such defaulting Member shall be its individual liability and not that of the Consortium or the other Members.

1.4 No Member may assign any right, claim or interest it may have under this Trust Agreement, and any attempt to do so shall be null and void ab initio.
ARTICLE II

MEMBERSHIP

2.1 Membership in the Consortium shall be limited to only those public school districts, community colleges, intermediate units, and career and technical schools located in whole or in part in Carbon-Lehigh Intermediate Unit 21 and that are not small employers, as defined in title I section 1304(b) of the Affordable Care Act and title XXVII section 2791(e) of the Public Health Service Act as amended by the Protecting Affordable Coverage for Employees Act enacted as Public Law 114-60 (PACE Act), regardless of the continued effectiveness of such laws.

2.2 Notwithstanding the foregoing, the Members shall remain part of the Consortium despite any subsequent modification of the boundaries of Intermediate Unit 21, even if such modification results in a Member no longer being located, in whole or in part, within Intermediate Unit 21.

2.3 Additional Members may be admitted to the Consortium with an affirmative vote of at least seventy-five percent (75%) of the total number of the Members. A prospective Member who is approved for admission must acknowledge its agreement and consent to the terms and conditions of this Trust Agreement by executing the same or a joinder hereto.

2.4 Each Member acknowledges that it is liable for Premiums incurred during its membership in the Consortium as well as for any Assessments or Termination Fee, as provided under Article IX and the Member’s Health Care Contract(s).

2.5 Membership in the Consortium continues from year to year unless the Member notifies the Trustees in writing and otherwise meets the conditions of Article IX, below.
ARTICLE III

TRUSTEES AUTHORITY AND DUTIES

3.1 Each Member, through a resolution or consent of its Board of School Directors, Board of Trustees or similar ruling body, must designate in writing a Trustee with fiduciary responsibility for the Member as well as the authority to attend meetings, participate in activities and vote with respect to all matters on the Member’s behalf, pursuant to this Trust Agreement.

3.2 The Trustees shall have the following authority with respect to the administration of the Consortium and the Trust Fund:

(a) to recommend, select and oversee, on behalf of the Members, all insurance carriers, service providers, including, to the extent applicable, an insurance consultant, claims service organization, Third Party Administrator, network provider, actuary, auditor, attorney, and any other independent contractor approved by the Trustees;

(b) to formulate, recommend, and implement guidelines and procedures for handling enrollment, eligibility, funding and claims;

(c) to establish, in concert with the insurance carrier, reasonable and appropriate Premium Rates, Assessments and Reserves;

(d) to calculate and notify the Members of their pro rata share of Premiums and Assessments;

(e) to receive, hold, administer and control all assets of the Trust Fund in accordance with the Trust Agreement;

(f) to settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Trust or the Consortium in all suits and legal and
administrative proceedings and to pay the fees and expenses incident to the prosecution of claims or the defense of claims;

(g) to file any and all necessary state and federal tax forms and returns;

(h) to employ suitable agents, claims and benefit administrators, actuaries and benefit or other consultants, legal counsel and accountants, and to pay their reasonable expenses and compensation, and such agents or counsel may or may not be agents or counsel for any Member. The Trustees may retain a person or entity to perform bookkeeping, collection, reporting, and administrative and similar functions;

(i) to deposit monies in federally insured savings, checking or other accounts maintained by banks, savings and loan associations or other regulated financial institutions, subject to the limitations set forth in Section 4-440.1 of the Pennsylvania Public School Code, 24 P.S. §4-440.1; and

(j) to do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary to carry out the purposes of the Consortium and to exercise all such rights and privileges that the Members are authorized on their own individual behalf to so exercise.

3.3 The Trustees may establish requirements for the admission of new educational entities to join the Consortium and any such requirements shall take into account the financial impact of a new Member on the Trust.

3.4 The Trustees may amend this Trust Agreement by an affirmative vote of at least two-thirds (2/3) of the total number of Trustees but shall make no such amendment affecting the authority of the Members specifically reserved by this Trust Agreement.
ARTICLE IV

TRUSTEE VOTING

4.1 Each Trustee has one vote. All actions of the Trustees shall require (i) a quorum and (ii) approval of at least two-thirds (2/3) of the Trustees present at the meeting (either in person or by approved electronic means) to authorize such actions. A quorum is defined as the presence at the meeting (either in person or by approved electronic means) of the Trustees of at least two-thirds (2/3) of the total number of Trustees.

4.2 A Trustee who is unable to attend a meeting in person may attend telephonically or through other electronic means. In the event a Trustee is unable, in person or otherwise, to attend a meeting, the responsible Member may in writing designate an alternate Trustee to attend meetings and exercise all of the authority, rights, powers and privileges appertaining to the Trustee.

4.3 The Trustees may act without an in-person or telephonic meeting only if all Trustees agree to the action in writing.

ARTICLE V

TRUSTEE COMPENSATION AND REIMBURSEMENT

5.1 The Trustees receive no compensation for their services. Each Trustee will, however, be reimbursed by his/her appointing Member for any reasonable expenses, including reasonable counsel fees incurred by them as Trustees. Such expense reimbursement shall be subject to compliance with any applicable expense reimbursement policy or guidelines adopted by the Consortium.

5.2 All taxes of any kind levied or assessed under existing or future laws upon, or in respect of, the Trust Agreement or the Consortium, shall be paid by the Members.
ARTICLE VI

ANNUAL REPORTS AND AUDITS

6.1 After the expiration of each Settlement Period, the Trustees may cause to be prepared a written statement of account with respect to the Trust, which may include, but is not limited to:

(a) a description of the funding arrangement used by the Trust;
(b) the current projection and past results of the Trust’s claim experience;
(c) the current projection and past results of the Trust’s taxes and administrative fees;
(d) the annual net income or loss of the Trust Fund;
(e) the historical balance of any surplus or deficit realized by the Trust Fund; or
(f) a summary of payments and distributions made from the Trust Fund.

6.2 The Trustees may conduct an audit of the Trust’s records annually or for such other period or periods, or with respect to such operational, administrative, accounting, compliance or other purpose or purposes, as determined by the Trustees in their sole discretion.

6.3 Audits may include but are not limited to administration of benefit plan designs and claim adjudication, including required documentation and notices, provider contractual agreements, including prescription drug rebates and network access fees, federal, state and local taxes, dependent eligibility and coordination of benefits.

ARTICLE VII

TRUSTEE RESIGNATION, REMOVAL AND SUCCESSION

7.1 A Trustee may resign at any time by delivery to the remaining Trustees and the Trustee’s Member written notice of his or her resignation at least thirty (30) days before its effective date. In the event a Trustee (i) dies, (ii) becomes disabled or otherwise incapacitated or
(iii) terminates employment or association with the applicable Member, such Trustee shall be deemed to have resigned immediately prior to the occurrence of such event.

7.2 A Member, through a resolution or consent of its Board of School Directors, Board of Trustees or similar ruling body, may remove its appointed Trustee without cause by providing the Trustee, at least five (5) days before its effective date, a written notice of his or her removal, and copy of such notice sent to the remaining Trustees.

7.3 Upon the death, resignation, incapacity, or removal of any Trustee under the provisions of this Article, a successor may be appointed in accordance with the procedure set forth in Article III, above.

ARTICLE VIII
TERMINATION OF TRUST AGREEMENT

8.1 This Trust Agreement may be terminated by a resolution adopted and approved by a vote of at least two-thirds (2/3) of the total number of Members. Such resolution shall authorize the Trustees to determine the final distribution of assets and liabilities among the Consortium Members.

8.2 Notwithstanding the foregoing, only upon termination of the Trust Agreement and the complete dissolution of the Consortium shall each Member receive a prorated allocation of any final settlement balance based on such Member's Enrollment Ratio, as provided for in the Health Care Contract(s).

ARTICLE IX
WITHDRAWAL OR TERMINATION OF MEMBER

9.1 A Member may withdraw from the Consortium and participation in the Trust Agreement at the end of a renewal period by giving prior written notice of its intent to withdraw,
delivered to the Trustees at least one hundred eighty (180) days prior to the end of the then-current renewal period.

9.2 A Member may be terminated for cause from participation in the Consortium by a vote of at least two-thirds (2/3) of the Members, based upon the following:

(a) failure to pay when due any Premiums or Assessments;
(b) knowingly taking any action detrimental to the fiscal and/or actuarial soundness of the Consortium or the Trust;
(c) failure to observe and perform any covenants, conditions or agreements on its part to be performed in this Trust Agreement or any related document; or
(d) failure to observe and abide by any operating or administrative principles or policies adopted or otherwise approved by the Trustees and applicable to the Trust Agreement or the Consortium.

9.3 Upon the withdrawal or termination, a Member must (i) not be in default of its obligation to pay any Premiums, Assessments or other liabilities owing under the Trust Agreement and (ii) agree to pay the full amount of the Termination Fee to the Trust Fund within thirty (30) days following receipt of an invoice for such fee.

9.4 A terminated or withdrawn Member shall wait three (3) years from the date of such termination or withdrawal before seeking re-admittance to the Consortium. Approval of the former Member’s renewed participation in the Consortium shall be subject to the same rules and discretion of the Members and the Trust Agreement that apply to the admission of any new Members.

9.5 Except as provided in this Article IX, at no time during the existence of the Trust Agreement, or otherwise upon termination or withdrawal of a Member from participation in the
Consortium, shall a Member have any right, title or interest, at law or in equity, to any assets or monies held in the Trust Fund, including but not limited to the RSF.

9.6 A Member who provides proper notice of withdrawal from the Trust in accordance with Section 9.1 shall be allocated a prorated share of the RSF balance determined by the insurance carrier (and verified by the Consortium) as of September 30th following the actual effective date of withdrawal, based on such Member’s Enrollment Ratio. If the balance is a surplus, the Member shall receive ninety percent (90%) of the calculated prorated allocation. A withdrawing Member is entitled to a surplus, if any, only after five years participation in the Consortium. If the balance is a deficit, the Member shall pay an amount equal to one hundred ten percent (110%) of the calculated prorated allocation to the Trust Fund. No other settlement of any Trust Fund surplus or deficit shall occur for terminating or withdrawing Members except as provided for in sections 8.2 and 9.8.

9.7 Distribution or payment, as applicable, of the withdrawing Member’s allocation of the RSF Balance will be based on the terms and provisions contained in the Health Care Contract(s) between the Member and the carrier, as applicable, and would include payment of any prorated deficit or receipt of any prorated surplus. The withdrawing Member shall make any deficit payment within ninety (90) days of the Member’s termination.

9.8 Upon termination or withdrawal, a Member may be required to pay a Termination Fee as determined by the Trustees. A Member may be required to make additional payments, including Assessments, after the effective date of withdrawal or termination when such payments are necessitated by errors, defects, or deficiencies which arose or occurred directly or indirectly due to claims or adjustments to the RSF, and which were incurred while that Member was in the Consortium.
9.9 Members specifically acknowledge that no assets, monies or property held in the Trust Fund, including but not limited to the RSF, shall be segregated by Member, and separate reporting for each Member will not be provided.

ARTICLE X
MISCELLANEOUS

10.1 This Trust Agreement shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania and, where applicable, to the Internal Revenue Code. Any plan or plans of benefits established and maintained under the Health Care Contract(s) constitute a plan established and maintained for the employees of the educational entities that are Members under this Trust Agreement.

10.2 Nothing in this Trust Agreement shall be construed to authorize or permit any Member to violate its collective bargaining agreement or to unilaterally modify any aspect of the health benefits provided for therein unless otherwise permitted by law.

10.3 Whenever words are used here in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

10.4 In addition to any indemnification provided to the Trustees by the Members or otherwise under applicable law, in the event any claim, suit, or proceeding is brought regarding the Trust Agreement to which the Trustee(s) may be a party, the Trustee(s) shall be entitled to be indemnified and reimbursed to the full extent permitted by applicable law from the Members for any and all reasonable costs, attorneys’ fees and other expenses pertaining thereto incurred by them for which they shall have become liable. The Trustees shall approve all legal fees incurred by the Consortium and/or the Trustee(s).
10.5 To the extent applicable to the Trust Agreement, every fiduciary, except a bank or an insurance company, unless otherwise exempted by applicable law, shall be bonded in a manner and amount necessary or advisable to comply with applicable legal requirements. The bond shall provide protection to the Trust Fund and the Trustees against any loss by reason of acts of fraud or dishonesty by the fiduciary alone or in conspiracy, connivance or collusion with others. The cost of such bond shall be an expense of and may, at the election of the Trustees, be paid by the Members. The Members shall pay the cost of any fiduciary liability insurance for all Trustees.

10.6 Except as otherwise provided in any applicable Health Care Contract(s), all Premiums and Assessments made by the Members shall be irrevocable, and no assets or other property of the Trust Fund shall revert to any Member or be used for or diverted to purposes other than as provided by law, or as provided in this Trust Agreement.

10.7 No Trustee shall be personally liable for any action under this Trust Agreement taken or omitted in good faith, nor for any act or omission of any other Trustee.

10.8 This Trust Agreement shall not apply to any other program or plan that is not provided in connection with medical and prescription insurance coverage written under a Member’s Health Care Contract. Specifically, this Trust Agreement shall not apply to any Health Savings Account, Health Reimbursement Account, self-funded medical reimbursement or similar medical plan or program maintained, sponsored or funded by any Member.

10.9 The Trust Agreement may be executed in counterparts.

ARTICLE XI
DEFINITIONS

For purposes of this Agreement, the following terms shall have the meaning and shall be construed in accordance with the associated definition:
"Assessments" shall mean any payments a Member may be required to make in addition or supplemental to any Premiums, either on an individual or pro rata basis, as determined by the Trustees, due to or arising in connection with payment for administrative fees or the payment of other reasonable, necessary and appropriate expenses.

"Enrollment Ratio" shall mean the average number of monthly subscribers recorded for a given Member over a sixty (60)-month period as compared to the average number of monthly subscribers recorded for the entire Consortium over the same sixty (60)-month period. A subscriber shall mean "employee," "retiree" or "Cobra participant." A subscriber shall not include any dependent spouse, any dependent child(ren) or any dependent of any kind. Subscribers shall be the sum of the number of subscribers for all billing tiers (e.g., Employee Only, Employee + Spouse [a.k.a. "2 Party "], Employee + Child(ren), and Employee + Family coverage). The sixty (60)-month period shall be the sixty (60) months immediately preceding the effective date of termination or withdrawal, as applicable. Refer to Schedule B for an example.

"Health Care Contract(s)" shall mean one or more group insurance policies providing medical and/or prescription drug coverage or coverages, provided on a fully-insured basis, issued and underwritten by one or more insurance carriers selected by the Consortium.

"Member" or "Members" shall mean the undersigned participating school districts and other eligible educational entities who are admitted as members of the Consortium in accordance with Section 2.3 of the Trust Agreement.

"Premiums" shall mean each Member's monthly or other regular premiums, as determined from time to time by the insurance carrier, to provide, on a pooled basis, payment of insurance premiums with respect to the Health Care Contract(s) maintained for the benefit of the Members.
“Rate Stabilization Fund” or “RSF” shall mean the fund held by the insurance carrier that accounts for accumulated settlement balances over time. Premiums, administrative fees, taxes and actual incurred claims are settled following each policy period. If the total amount of income received for the experience period exceeds the total income required, the excess is added to the rate stabilization fund. If the total amount of income received for the experience period is less than the income required, the deficit is deducted from the rate stabilization fund.

“Settlement Period” shall mean the annual time-period, usually twelve (12) consecutive months beginning October 1 and ending September 30, upon which the collective Members’ premiums, incurred claims, taxes and administrative expenses are analyzed for purposes of calculating the Consortium’s Rate Stabilization Fund balance.

“Third Party Administrator” shall mean each individual, entity or other service provider providing any bookkeeping, accounting, administrative functions, reporting, claims processing, evaluation and payment or other similar responsibilities or services with respect to the Trust Agreement pursuant to a contract for such services approved by the Trustees.

“Termination Fee” shall mean a payment equal to the average number of monthly subscribers recorded for a given Member over the sixty (60)-month period immediately preceding the effective date of the Member’s termination or withdrawal, multiplied by the net monthly medical and prescription administrative fee per employee per month (“PEPM”) being charged by the Consortium’s carrier(s) on the effective date of the termination or withdrawal, multiplied by six (6). Refer to Schedule B for an example of the average monthly subscriber calculation.

“Trust Fund” shall mean all property, rights and interests of the Members in and to the RSF, as well as any other monies, property, rights or assets, whether tangible or intangible, and wherever located, that may be contributed or assigned to, or otherwise accrued by, the Trust in
accordance with the terms of this Trust Agreement, and including any earnings, income or gains
with respect to such amounts.

"Trustee" shall mean an administrative employee of the Member designated from time to
time by the Member to act on the Member's behalf with respect to the Trust Agreement.
IN WITNESS WHEREOF, and intending to be legally bound, this Trust Agreement has been executed by the undersigned this ___ day of ______________ , 2017 to be effective January 1, 2018.

WITNESS:

__________________________
Name:
Title: Board President
Carbon-Lehigh Intermediate Unit

__________________________
Name:
Title: Board President
Catasauqua Area School Board

__________________________
Name:
Title: Board President
East Penn School Board

__________________________
Name:
Title: Board of Trustees, Chair
Lehigh Carbon Community College

__________________________
Name:
Title: Board Chairperson
Lehigh Career & Technical Institute

__________________________
Name:
Title: Board President
Northern Lehigh School Board
Name:
Title: Board President
Northwestern Lehigh School Board

Name:
Title: Board President
Parkland School Board

Name:
Title: Board President
Salisbury School Board

Name:
Title: Board President
Southern Lehigh School Board

Name:
Title: Board President
Whitehall-Coplay School Board
SCHEDULE A

List of Members as of July 1, 2017

Carbon Lehigh Intermediate Unit
Catasauqua Area School District
East Penn School District
Lehigh Carbon Community College
Lehigh Career & Technical Institute
Northern Lehigh School District
Northwestern Lehigh School District
Parkland School District
Salisbury School District
Southern Lehigh School District
Whitehall-Coplay School District
## SCHEDULE B

### RSF Distribution Example

<table>
<thead>
<tr>
<th>Member Name</th>
<th>Subscribers</th>
<th>Enrollment Ratio</th>
<th>Example of $1,000</th>
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<tbody>
<tr>
<td>Carbon-Lehigh Intermediate Unit</td>
<td>708</td>
<td>15.74%</td>
<td>$157.42</td>
</tr>
<tr>
<td>Catasauqua School District</td>
<td>187</td>
<td>4.17%</td>
<td>$41.69</td>
</tr>
<tr>
<td>East Penn School District</td>
<td>774</td>
<td>17.22%</td>
<td>$172.21</td>
</tr>
<tr>
<td>Lehigh Carbon Community College</td>
<td>258</td>
<td>5.73%</td>
<td>$57.33</td>
</tr>
<tr>
<td>Lehigh Career &amp; Technical Institute</td>
<td>202</td>
<td>4.49%</td>
<td>$44.94</td>
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<tr>
<td>Northern Lehigh School District</td>
<td>176</td>
<td>3.90%</td>
<td>$39.04</td>
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<tr>
<td>Northwestern School District</td>
<td>245</td>
<td>5.46%</td>
<td>$54.58</td>
</tr>
<tr>
<td>Parkland School District</td>
<td>1,029</td>
<td>22.88%</td>
<td>$228.76</td>
</tr>
<tr>
<td>Salisbury School District</td>
<td>201</td>
<td>4.46%</td>
<td>$44.62</td>
</tr>
<tr>
<td>Southern Lehigh School District</td>
<td>338</td>
<td>7.51%</td>
<td>$75.06</td>
</tr>
<tr>
<td>Whitehall-Coplay School District</td>
<td>379</td>
<td>8.44%</td>
<td>$84.37</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>4,497</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$1,000.00</strong></td>
</tr>
</tbody>
</table>

**Average Monthly Subscribers are actual from the following twelve (12) month time periods:**

- July 1, 2011 through June 30, 2012
- July 1, 2012 through June 30, 2013
- July 1, 2013 through June 30, 2014
- July 1, 2014 through June 30, 2015
- July 1, 2015 through June 30, 2016

Prepared June 23, 2017
CONTRACT FOR "IN SCHOOL" NURSING SERVICES
PERTAINING TO

This AGREEMENT is made and entered into this 29th day of August, 2017, by BAYADA Home Health Care, Inc., with a service office located at 317 South Cedar Crest Boulevard, Allentown, Pennsylvania 18103 (hereinafter referred to as BAYADA) and East Penn School District, located at 800 Pine Street, Emmaus, Pennsylvania 18034 (hereinafter referred to as SCHOOL).

BAYADA is a home health care agency, engaged in the business of providing professional nursing services and SCHOOL has identified a need for in-school nurse to provide basic nursing care and teaching services to its student (hereinafter referred to as #36-2174).

WHEREAS, it is the desire of both parties to make provision for on-site, nursing services for #36-2174, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, BAYADA and SCHOOL agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF BAYADA

A. Qualifications of Personnel. The Nurse supplied by BAYADA will be a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who will hold a current license, registration or certification to practice in the Commonwealth of Pennsylvania, to act as a school nurse providing basic nursing care and teaching services to the student. Nurse shall provide services pursuant to the applicable state laws.

B. Personnel Records Inspection. BAYADA will make available for inspection, upon the request of SCHOOL, the personnel files of its nurse who are caring for #36-2174. The contents of such file must include:

1. Verification of current licensure or certification as applicable; and
2. Completed application for employment or resume; and
3. Verified references; and
4. Evidence of annual performance evaluation; and
5. A criminal record check, conducted upon hire, if required by state law; and
6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.

C. Service. BAYADA will provide an RN or LPN to care for #36-2174 each day that he/she attends SCHOOL. Nursing services will be provided subject to the availability of a qualified nurse. The services to be provided include, escorting #36-2174 to and from SCHOOL on the SCHOOL bus and providing care to #36-2174 during the SCHOOL day. Upon execution of this Agreement, SCHOOL will provide BAYADA with a schedule of the SCHOOL calendar including all scheduled days off.

D. Place of Performance. BAYADA will provide services primarily at student's school, bus, and field trips or other specified location where #36-2174 will be during the SCHOOL day. SCHOOL acknowledges and understands that BAYADA cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.
E. **Insurance.**

1. **BAYADA** will maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees, which may give rise to liability under this Agreement.

2. **BAYADA** will maintain Workers' Compensation insurance for its RN/LPN providing services to #36-2174.

F. **Indemnification.** **BAYADA** agrees to indemnify and hold harmless **SCHOOL** from all bodily injury and/or property damage claims arising out of the sole negligence of **BAYADA**, acting through its directors, agents, and employees.

G. **Payment of Personnel.** **BAYADA**, as an employer, will remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.

## II. RESPONSIBILITIES OF SCHOOL

A. **Payment for Services.** **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder will govern billing terms and compensation.

B. **Insurance.**

1. **SCHOOL** will maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel, which may give rise to liability under this Agreement.

2. **SCHOOL** will maintain, at its sole expense, Workers' Compensation insurance for its employees.

C. **Indemnification.** **SCHOOL** agrees to indemnify and hold harmless **BAYADA** from all bodily injury and/or property damage claims arising from any act or omission of **SCHOOL**, acting through its directors, agents, employees or other personnel.

D. **Equipment and Supplies.** **SCHOOL** will supply **BAYADA**'s RN/LPN with all necessary equipment, tools, materials and supplies (including teaching materials and supplies) necessary to perform services under this Agreement.

E. **Employment Status.** **SCHOOL** understands and agrees that RN/LPN are employees of **BAYADA** and **SCHOOL** will not attempt to solicit the RN/LPN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA**'s employees, **SCHOOL** agrees to provide **BAYADA** with written
notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or $5,000.00 whichever is greater. This fee will apply to any BAYADA employee SCHOOL wishes to hire.

F. Compliance Program. BAYADA values honesty and confidentiality in all business interactions. In order to assure adherence to these values, BAYADA maintains a corporate compliance program, designed to detect and prevent illegal and unethical activities, including breaches of confidentiality. SCHOOL agrees to abide by this program, and understands its obligation to report questionable activities involving BAYADA's employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

III. BILLING AND COMPENSATION

A. SCHOOL agrees to compensate BAYADA at a rate of $53.00/hour for RN/LPN services or provided under this Agreement. SCHOOL will also pay for all time the BAYADA employee spends on the bus or field trips or otherwise transporting the client to and from SCHOOL.

B. BAYADA will forward to SCHOOL an itemized bill on a weekly basis. Each weekly bill will itemize the name of the BAYADA employee providing care, the date of service, the type and length of service provided.

C. SCHOOL agrees to pay submitted bills within thirty (30) days of receipt. Any bill not paid within the thirty (30) day period will be considered delinquent. BAYADA may charge interest, at a rate of 1 1/4% each month (15% per year) on all delinquent accounts. BAYADA will also pursue collection remedies in an attempt to resolve a delinquent account. SCHOOL agrees to reimburse BAYADA for all collection costs, including attorneys' fees and expenses.

IV. ADDITIONAL TERMS

A. This Agreement will come into effect beginning on August 29, 2017 and will remain in effect through June 30, 2018. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.

B. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of Pennsylvania.

C. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.

D. Assignment. This Agreement may not be assigned by either party, in whole or in part.

E. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.

F. Notices. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand or by certified mail, return receipt requested, to the other party,
at the party's address stated below. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.

G. Entire Agreement. This writing evidences the entire Agreement between BAYADA and SCHOOL; there are no prior written or oral promises or representations incorporated herein. This Agreement may be executed in any number of Amendments or counterparts, each which will be given full effect under this Agreement.

DATE: 8/29/2017

BY: Heather Fotopoulos
Area Director
Signing with Authority for
BAYADA Home Health Care, Inc.

DATE: ____________________

BY: Dr. J. Michael Schilder
Superintendent
Signing with Authority for
East Penn School District
AMERICAN SIGN LANGUAGE (ASL) TUTORING SERVICE CONTRACT

1. The Term

This contract shall commence September 11, 2017, between the Client, East Penn School District (hereinafter referred to as "the Client")

And

The Contractor, Becky Fedio (hereinafter referred to as "the Contractor"). This contract will terminate upon final payment for services at the end of the school year on June 11, 2018, with an option for either party to terminate the contract prior to that date. Premature termination of services by either party must be stated in writing no less than two (2) weeks before the date of termination stating a reasonable explanation for termination. The contract will be renegotiated before the beginning of the 2018-19 school year contingent upon agreement of both parties.

2. The Services

The Contractor shall ensure that all services are provided as described hereinafter. It shall not be construed to have a relationship of employer to employee, rather, a business-to-business agreement.

The Contractor will provide American Sign Language (ASL) tutoring services to student(s) and/or family members of said student(s) residing within the East Penn School District as determined under the Related Services Section of the respective Individualized Education Program (IEP) already in place. Contractor will have the option of accepting new students (hereinafter referred to "Tutee") to tutor. Contractor will provide to Client lesson plans and progress reports as related to the tutoring service.

3. The Fee

Based on the credentials and experience of the Contractor and the quality of services to be provided, the fee that is payable by the Client to the Contractor shall be $39 per hour.
It is understood that the **Contractor** will not be reimbursed for travel time, fuel, or for supplies to fulfill said contract unless predetermined by the **Client** and the **Contractor**. The **Client** will pay fees within thirty (30) days to the **Contractor** upon receipt of invoices submitted by the **Contractor** at the end of the month. The **Contractor** agrees to submit invoices within fourteen (14) days of month’s end.

4. The Location
All services shall be provided at the residence of each **Tutee** the **Contractor** has agreed to tutor unless the **Contractor** makes a “change of location” request and has it approved by the **Client**.

5. Holidays/Absence
The **Contractor** will provide weekly services at a mutually agreed upon time with the Tutee. If a mutually agreed upon time cannot be reached during a particular week, the **Contractor** will reschedule services within fourteen (14) days of absence.

6. Normal Work Week
The **Contractor** will provide weekly tutoring services to each **Tutee** as determined under the Related Services Section of the respective Individualized Education (IEP).

7. Site Requirements
The **Contractor** shall ensure full compliance with imposed security regulations and shall comply with the Health and Safety Work Act of 1974.

8. Insurance
Insurance shall be purchased by the **Contractor** for liability purposes. A copy of said policy shall be provided upon request to the **Client** within fourteen (14) days of request.

9. Confidentiality
The **Contractor** shall behave with the utmost discretion when discussing these services with other professionals, parents, students, etc.
10. Termination

Termination of services must be made in writing a minimum of fourteen (14) days, regardless of which party initiated termination, as stated in Paragraph 1.

Signed by and on behalf of the Client, East Penn School District
By: ____________________________
Date: ____________________________

Signed by and on behalf of the Contractor, Becky Fedio
By: ____________________________
Date: ____________________________
<table>
<thead>
<tr>
<th>Conference Title/Date(s)/Location/Attending/Position/Building/Cost</th>
<th>Conference Title/Date(s)/Location/Attending/Position/Building/Cost</th>
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<tbody>
<tr>
<td>OverDrive District Meeting October 4, 2017 Janet Spence Librarian/LMMS $-0-</td>
<td>CLIU 21 Librarian’s Consortium Meeting October 19, 2017 Janet Spence Librarian/LMMS $-0-</td>
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<tr>
<td>CLIU 21 Librarian’s Consortium Meeting October 19, 2017 Janet Spence Librarian/LMMS $-0-</td>
<td>MTSS Networking Meeting October 30, 2017, February 2 &amp; May 21, 2018 Denise Brosky IST/Eyer MS $-0-</td>
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September 11, 2017
Conference Title: PSBA Delegate Assembly  
Location: Hershey Lodge & Convention Center – Hershey, PA  
Date(s): October 20, 2017  
Attending: Waldemar Vinovskis  
Position/Building: Board Member  
Cost: $112.82

Conference Title: PSBA Delegate Assembly  
Location: Hershey Lodge & Convention Center – Hershey, PA  
Date(s): October 20, 2017  
Attending: Carol Allen  
Position/Building: Board Member  
Cost: $113.37

Conference Title: PSBA School Leadership Conference & Delegate Assembly  
Location: Hershey Lodge & Convention Center – Hershey, PA  
Date(s): October 19 & 20, 2017  
Attending: Charles Ballard  
Position/Building: Board Member  
Cost: $607.33

Conference Title: Nonviolent Crisis Intervention Training  
Location: Hilton Garden Inn Airport – Allentown, PA  
Date(s): October 17 – 20, 2017  
Attending: Marc Dobbs  
Position/Building: Guidance Counselor/Eyer MS  
Cost: $2,977.64

Conference Title: AP Computer Science Principles Regional Training  
Location: Delaware County IU – Morton, PA  
Date(s): September 15, November (TBD), 2017 & January 12, February 24, 2018  
Attending: Beth Stoudt  
Position/Building: Math & Computer Science/EHS  
Cost: $231.12 (Title II Funds)

Conference Title: Practical Strategies to Successfully “Flip” Your Math Instruction  
Location: Hyatt Place - Bethlehem, PA  
Date(s): October 30, 2017  
Attending: Kimberly Adams  
Position/Building: Math Teacher/EHS  
Cost: $249.00 (Title II Funds)

Conference Title: Practical Strategies to Successfully “Flip” Your Math Instruction  
Location: Hyatt Place – Bethlehem, PA  
Date(s): October 30, 2017  
Attending: Lori Babel  
Position/Building: Math/EHS  
Cost: $249.00 (Title II Funds)

September 11, 2017
<table>
<thead>
<tr>
<th>Conference Title:</th>
<th>Professional Guardianship</th>
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<tbody>
<tr>
<td>Location:</td>
<td>The Arc of Lehigh &amp; Northampton Counties – Bethlehem, PA</td>
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<tr>
<td>Date(s):</td>
<td>September 20, 2017</td>
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<tr>
<td>Attending:</td>
<td>Karla Matamoros</td>
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<tr>
<td>Position/Building:</td>
<td>Home &amp; School Visitor/District</td>
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<td>Cost:</td>
<td>$17.65</td>
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### Board Policy Series 800 (#812 to #830) #203, #204, and #246

<table>
<thead>
<tr>
<th>Policy #</th>
<th>Existing Title</th>
<th>Title</th>
<th>Reviewers</th>
<th>1st Board Reading</th>
<th>2nd Board Reading</th>
<th>3rd Board Reading &amp; Adoption</th>
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<tr>
<td>812</td>
<td>Insurances</td>
<td>Property Insurance</td>
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<td>815</td>
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<td>824</td>
<td>Maintaining Professional Adult/Student Boundaries</td>
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<td>828</td>
<td>Fraud</td>
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<td>830</td>
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<td>203</td>
<td>Immunizations and Communicable Diseases</td>
<td>existing</td>
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**Key:**
- **S** = Superintendent
- **AS** = Assistant Superintendent
- **BS** = Board Solicitor
- **AI** = Administrative Input
Purpose

The Board recognizes its responsibility under law to insure the real and personal property of this school district.

Authority

The Board has the authority and responsibility to provide adequate insurance coverage to protect the district's interests in its buildings and properties. Such coverage shall insure for actual cost value and/or replacement cost.[1]

Delegation of Responsibility

In securing insurance, the Board shall be guided by the service of an insurance agent, scope of coverage provided, price of desired coverage, and assurance of coverage.

The Superintendent or designee is authorized to consult with an insurance advisor(s), and/or a broker(s), of record to review the insurance needs of the district and make financial recommendations to the Board.

In the event that the Superintendent or designee does consult with an insurance advisor(s) and/or a broker(s) of record, the insurance advisor(s)/broker(s) shall disclose financial interest in the purchase of insurance.

Last Modified by Dr Denise Torma on September 3, 2017
Proper school district operation requires that adequate, basic insurance programs be provided for the protection of the district and its employees.

**Authority**

The Board has the authority and responsibility to provide adequate insurance coverage to protect the district's interests.[1][2]

The Board shall offer insurance coverage to administrators and regularly employed staff members in accordance with state and federal laws, and provisions of any applicable administrative compensation plan, individual contract, collective bargaining agreement, employee handbook, or Board resolution.[1][2][3]

**Delegation of Responsibility**

In securing insurance, the Board shall be guided by the service of an insurance agent, scope of coverage provided, price of desired coverage, and assurance of coverage.

The Superintendent or designee is authorized to consult with an insurance advisor(s), and/or a broker(s), of record to review the insurance needs of the district and make financial recommendations to the Board.

In the event that the Superintendent or designee does consult with an insurance advisor(s) and/or a broker(s) of record, the insurance advisor(s)/broker(s) shall disclose financial interest in the purchase of insurance.

Last Modified by Dr Denise Torma on September 3, 2017
The Board recognizes that federal law makes it illegal for anyone to duplicate copyrighted materials without permission. The Board acknowledges that severe penalties are provided for unauthorized copying of audio, visual, software, online or printed materials unless the copying falls within the bounds of the fair use doctrine.[1]

**Definition**

Under the fair use doctrine, unauthorized reproduction of copyrighted materials is permissible for such purposes as criticism, comment, news reporting, teaching, scholarship or research. In order for the duplication or alteration of a product to fall within the bounds of fair use, four (4) standards must be met:

1. **Purpose And Character Of The Use** - The use must be for such purposes as teaching or scholarship and must be nonprofit.

2. **Nature Of The Copyrighted Work** - Employees may make single copies of: book chapters for use in research, instruction or preparation for teaching; articles from periodicals or newspapers; short stories, essays or poems; and charts, graphs, diagrams, drawings, cartoons or pictures from books, periodicals or newspapers.

3. **Amount And Substantiality Of The Portion Used In Relation To The Copyrighted Work As A Whole** - Copying the whole of a work cannot be considered fair use; copying a small portion may be considered fair use if appropriate guidelines are followed.

4. **Effect Of The Use Upon The Potential Market For Or Value Of The Copyrighted Work** - If resulting economic loss to the copyright holder can be shown, making even a single copy of certain materials may be an infringement; and making multiple copies presents the danger of greater penalties.

**Delegation of Responsibility**

Employees may make copies of copyrighted school district materials that fall within the established administrative regulations. Where there is reason to believe the material to be copied does not fall within the administrative regulations, prior permission shall be obtained from the principal.

Violations by employees of this policy may result in disciplinary action, up to and including termination. Employees who fail to adhere to this policy may also be held personally liable for copyright infringement to the holder of the copyright.

Employees shall be responsible for instructing students in fair copyright practices and academic integrity, including guidance on citing resources appropriately.
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**Purpose**

The Board supports the use of technology, information systems and the Internet in the district's instructional and operational programs in order to facilitate learning, teaching and daily operations through interpersonal communications and access to information, research and collaboration.

The district provides students, staff and other authorized individuals with access to the district's computers, electronic communication systems and network, which includes Intranet/Internet access, whether wired or wireless, or by any other means.

https://www.boarddocs.com/pa/pen/Board.nsf/Private?open&login#
The use of the district's technology resources must be consistent with the educational and administrative objectives of the school district.

Definitions

The term child pornography is defined under both federal and state law.

Child pornography - under federal law, is any visual depiction, including any photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical, or other means, of sexually explicit conduct, where:[1]

1. The production of such visual depiction involves the use of a minor engaging in sexually explicit conduct;

2. Such visual depiction is a digital image, computer image, or computer-generated image that is, or is indistinguishable from, that of a minor engaging in sexually explicit conduct; or

3. Such visual depiction has been created, adapted, or modified to appear that an identifiable minor is engaging in sexually explicit conduct.

Child pornography - under state law, is any book, magazine, pamphlet, slide, photograph, film, videotape, computer depiction or other material depicting a child under the age of eighteen (18) years engaging in a prohibited sexual act or in the simulation of such act.[2]

The term harmful to minors is defined under both federal and state law.

Harmful to minors - under federal law, is any picture, image, graphic image file or other visual depiction that:[3][4]

1. Taken as a whole, with respect to minors, appeals to a prurient interest in nudity, sex or excretion;

2. Depicts, describes or represents in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or lewd exhibition of the genitals; and

3. Taken as a whole lacks serious literary, artistic, political or scientific value as to minors.

Harmful to minors - under state law, is any depiction or representation in whatever form, of nudity, sexual conduct, sexual excitement, or sadomasochistic abuse, when it:[5]

1. Predominantly appeals to the prurient, shameful, or morbid interest of minors;

2. Is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable for minors; and

3. Taken as a whole lacks serious literary, artistic, political, educational or scientific value for minors.

Obscene - any material or performance, if:[5]

1. The average person applying contemporary community standards would find that the subject matter taken as a whole appeals to the prurient interest;

2. The subject matter depicts or describes in a patently offensive way, sexual conduct described in the law to be obscene; and
3. The subject matter, taken as a whole, lacks serious literary, artistic, political, educational or scientific value.

**Technology protection measure** - a specific technology that blocks or filters Internet access to visual depictions that are obscene, child pornography or harmful to minors.[4]

**Authority**

Access to the district’s computing facilities, network, electronic communications, informational systems and other technology resources is a privilege, not a right. The district’s technology resources, user accounts and information are the property of the district. Users shall have no expectation of privacy in anything they create, store, send, delete, receive or display on or over the district’s Intranet/Internet, computers or network or technology resources, including personal files or any use of the district’s Intranet/Internet, websites, computers or network or technology resources. The district reserves the right to monitor, track, and log network access and use; monitor fileserver space, processor and system utilization by district users; maintain email and fileserver quotas; or deny access to prevent unauthorized, inappropriate or illegal activity or use and may revoke access privileges and/or administer appropriate disciplinary action. The district shall cooperate to the extent legally required with the Internet Service Provider (ISP), local, state and federal officials in any investigation concerning or related to the misuse of the district’s technology systems.[6][7][8]

Employee and student use of personal technology devices brought onto school property that are connected to the district’s network or contain district or student data or district-procured software programs shall comply with this policy and other applicable Board policies to protect the district’s resources and to comply with law. Users may not use their personal technology devices to access the district’s Intranet, Internet or any other technology resources unless approved by the Superintendent or designee. The district intends to strictly protect its technology systems against outside and internal risks and vulnerabilities.[6][8][20][23][24]

The Board requires all technology users to fully comply with this policy and to immediately report any violations or suspicious activities to the Superintendent or designee.

The Board establishes the following materials, *which taken as a whole, lacks serious literary, artistic, political, educational or scientific value*, in addition to those stated in law and defined in this policy, that are inappropriate for access by minors:[4]

1. Defamatory.
2. Lewd, vulgar, profane, or sexually explicit.
3. Threatening.
4. Harassing or discriminatory.[9][10][11][12][13]
5. Bullying.[14]
6. Terroristic.[15]

The district reserves the right to restrict access to any Intranet/Internet sites or functions it deems inappropriate through established Board policy, or the use of software and/or online server blocking. Specifically, the district operates and enforces a technology protection measure(s) that blocks or filters access to inappropriate matter by minors on its computers used and accessible to adults and students. The technology protection measure shall be enforced during use of computers with Intranet/Internet access.[3][4][16]

Upon request by students or staff, the Superintendent or designee shall expedite a review and may authorize the disabling of Intranet/Internet blocking/filtering software to enable access to material that is blocked through technology protection measures but is not prohibited by this policy.[16]
Upon request by students or staff, building administrators may authorize the temporary disabling of Intranet/Internet blocking/filtering software to enable access for bona fide research or for other lawful purposes. Written permission from the parent/guardian is required prior to disabling Intranet/Internet blocking/filtering software for a student’s use. If a request for temporary disabling of Intranet/Internet blocking/filtering software is denied, the requesting student or staff member may appeal the denial to the Superintendent or designee for expedited review.[3][17]

**Delegation of Responsibility**

The district shall make every effort to ensure that the district’s technology resources, electronic communication, and information systems are used responsibly by technology users.

The district shall inform staff, students, parents/guardians and other users about this policy through employee and student handbooks, posting on the district website, and by other appropriate methods. A copy of this policy shall be provided to parents/guardians, upon written request.[16]

Users of district networks or district-owned equipment shall, prior to being given access to the district’s network or being issued equipment, sign user agreements acknowledging awareness of the provisions of this policy, and awareness that the district uses monitoring systems to monitor and detect inappropriate use.

Student user agreements shall also be signed by a parent/guardian.

The Superintendent or designee shall be responsible for recommending technology and developing procedures used to determine whether the district’s computers are being used for purposes prohibited by law or for accessing sexually explicit materials. The procedures shall include but not be limited to: [3][4][18]

1. Utilizing a technology protection measure that blocks or filters Intranet/Internet access for minors and adults to certain visual depictions that are obscene, child pornography, harmful to minors with respect to use by minors, or determined inappropriate for use by minors by the Board.

2. Maintaining and securing a usage log.

3. Monitoring online activities of minors.

The Superintendent or designee shall develop and implement administrative regulations that ensure students are educated on network etiquette and other appropriate online behavior, including:[4]

1. Interaction with other individuals on social networking websites and in chat rooms.

2. Cyberbullying awareness and response.[14][19]

The Superintendent or designee shall be responsible for ensuring the security of personal and confidential data maintained in employee or student information management systems in accordance with Board policy.[25]

The Director of Technology or designee shall serve as the coordinator to oversee the district’s technology systems and will work with district, regional or state organizations to educate employees, approve activities, provide leadership for proper training in the use of the systems and the requirements of this policy, establish a system to ensure adequate supervision of the technology systems, maintain executed user agreements, and interpret and enforce this policy.

The Director of Technology or designee shall maintain procedures for creating and assigning individual and class accounts, set quotas for disk usage on the system, establish a data file retention schedule, and maintain the school district virus protection process.
Guidelines

All users are expected to adhere to the requirements of this policy. All users are responsible for respecting the rights of other users within the district and district technology systems, to abide by the rules published by the district and its Internet Service Provider (ISP) and to obey local, state and federal laws.

Limitation of Liability

The district makes no warranties of any kind, either expressed or implied, that the functions or the services provided by or through the district’s systems will be error-free or without defect.

The electronic information available to users does not imply endorsement of the content by the district. The district shall not be responsible for material that is retrieved through the Internet or the consequences that may result from them.

The district is neither responsible for nor guarantees the accuracy or quality of the information obtained when using the district’s systems.

The district shall not be responsible for any damage users may suffer, including but not limited to, information that may be lost, damaged, delayed or unavailable when using the district's computers, network and electronic communications systems.

The district shall not be responsible for any unauthorized financial obligations, charges or fees resulting from access to the district’s systems. In no event shall the district be liable to the user for any damages whether direct, indirect, special or consequential, arising from the use of the district's systems.

Safety

It is the district's goal to protect users of the network from harassment and unwanted or unsolicited electronic communications. Any network user who receives threatening or unwelcome electronic communications or inadvertently visits or accesses an inappropriate site shall report such immediately to an administrator. Network users shall not reveal personal information to other users on the network, including chat rooms, email, social networking websites, etc.

Intranet/Internet safety measures shall effectively address the following:[4][18]

1. Control of access by minors to inappropriate matter on the Intranet/Internet and World Wide Web.

2. Safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications.

3. Prevention of unauthorized online Intranet/Internet access by minors, including "hacking" and other unlawful activities.

4. Unauthorized disclosure, use, and dissemination of personal information regarding minors.

5. Restriction of minors' access to materials harmful to them.

Prohibitions

The use of the district's technology resources, electronic communication and information systems for illegal, inappropriate or unacceptable purposes as designated by this policy is prohibited. Specifically, all users are prohibited from using these school systems to:
1. Send, receive, view, download, access, or transmit inappropriate matter and material likely to be offensive or objectionable to recipients including, but not limited to, that which may be defamatory, obscene, sexually explicit, lewd, hateful, harassing, discriminatory, violent, vulgar, rude, inflammatory, threatening, profane, pornographic, terroristic and/or illegal.

2. Bully/Cyberbully.[14][19]


4. Participate in discussion or news groups that cover inappropriate and/or objectionable topics or materials.

5. Participate in unauthorized Internet Relay Chats, instant messaging communications and Internet voice communications (online, real-time conversations).

6. Facilitate any illegal activity.

7. Mass mail noneducational or nonwork-related information (for example: the use of the “everyone” distribution list, building level distribution lists, or other email distribution lists to offer personal items for sale).

8. Engage in commercial, for-profit, or any business purposes (except where such activities are otherwise permitted or authorized under applicable Board policies) or conduct unauthorized fundraising or advertising on behalf of the district or nonschool district organizations.

9. Political lobbying for the purpose of electing public officials.

10. Install, distribute, reproduce or use copyrighted software not licensed by the district on district computers, or copy district software to unauthorized computer systems, intentionally infringing upon the intellectual property rights of others or violating a copyright.[21]

11. Install computer hardware, peripheral devices, network hardware or system hardware.

12. Encrypt messages using encryption software that is not authorized by the district from any access point on district equipment or school property.

13. Access, interfere with, possess, or distribute confidential or private information unless within the scope of the position’s responsibility.

14. Use the district’s technology resources, electronic communication and information systems to send any district information to another party, except in the ordinary course of business as necessary or appropriate for the advancement of the district’s business or educational interests.

15. Post personal or professional web pages without administrative approval.

16. Post or transmit anonymous messages.

17. Utilize district equipment for conducting denial of service attacks on the district or other systems.

**Access and Security**

Users must immediately notify an administrator if they have identified a possible security problem or inadvertently accessed inappropriate material. The following activities related to access to the district’s technology systems and information are prohibited:

1. Misrepresentation (including forgery) of the identity of a sender or source of communication.
2. Acquiring or attempting to acquire passwords of another user.

3. Altering a communication originally received from another person or computer with the intent to deceive.

4. Disabling, circumventing or attempting to defeat any district security measure, program or device, including, but not limited to, anti-spyware, anti-spam, and virus protection software or procedures.

Operational Prohibitions

The following operational activities and behaviors are prohibited:

1. Interfering with or disrupting, or attempting to interfere or disrupt the technology systems, network accounts, services or equipment of the district or others, including, but not limited to, the propagation of computer worms and viruses, Trojan Horse and trapdoor program code, and the sending of electronic chain mail. The user may not hack or crack, or attempt to hack or crack, the district's computing or networking components (including, but not limited to fileservers, bridges, routers, or hubs) or others' computers, whether by hardware, software, parasiteware, viruses and worms or other hardware or software designed to obtain information or damage the technology systems or any component of the network, and may not strip or harvest information, or take control of any computer without permission.

2. Altering or attempting to alter other users' or system files, system security software or the systems themselves, except for Information Technology staff in the performance of their duties.

3. Scanning of the technology systems for security vulnerabilities without authorization.

4. Using routers or switches, or configuring wireless technology, attempting to create network connections, or extending any computer, telephonic device, electronic communications systems, or network services, whether wired, wireless, cable, or by other means, without authorization.

5. Failing to comply with requests from teachers or district administrators to discontinue activities that the teachers or administrators believe threaten the operation or integrity of the district's technology resources, electronic communication, and information systems.

Copyright Infringement and Plagiarism

Federal laws, cases and guidelines pertaining to copyright will govern the use of material accessed through district resources. Employees will instruct students to respect copyrights, request permission when appropriate, and comply with license agreements.[21][22]

District Website

The district shall establish and maintain a website and shall develop and modify its web pages to present information about the district under the direction of the Superintendent or designee. All users publishing content on the district website shall comply with this and other applicable district policies and established administrative regulations.

Users shall not copy or download information from the district website and disseminate such information on unauthorized web pages without authorization from the building principal.

Consequences for Inappropriate, Unauthorized and/or Illegal Use

The user shall be responsible for damages to the network, equipment, systems, and software resulting from deliberate or willful acts.[16]
Illegal use of the network; intentional deletion or damage to files or data belonging to others; copyright violations; and theft of services shall be reported to law enforcement authorities for possible prosecution.

General rules for behavior and communications apply when using the Intranet/Internet, in addition to the stipulations of this policy.

Vandalism shall result in loss of access privileges, disciplinary action, and/or legal proceedings. Vandalism is defined as any malicious attempt to harm or destroy data of another user (including non-district users) by means such as uploading or creating computer viruses; this includes but is not limited to uploading or creating computer viruses.

Violations of this policy or inappropriate or unlawful use of the technology systems may result in loss of technology access, disciplinary actions, up to and including termination, position reassignment, and/or legal proceedings on a case-by-case basis.[6][7][8]

Last Modified by Dr Denise Torma on September 6, 2017
Purpose

In its effort to provide cost-effective programs, the Board may need to utilize contracted services. The Superintendent or designee shall monitor and evaluate such services to assure their effectiveness. This policy is adopted to assist the Board in procuring and maintaining qualified and legally certified services.

Definition

Direct Contact with Children - the possibility of care, supervision, guidance or control of children or routine interaction with children.[1]

Authority

The Board is required by law to ensure that independent contractors and their employees comply with the mandatory state and federal background check requirements for criminal history and child abuse. [2][3]

Guidelines

Independent contractors shall conduct an employment history review, in compliance with state law, prior to issuing an offer of employment to a candidate or prior to assignment of a current employee to perform work for the district. Failure to accurately report required information shall subject the candidate or employee to discipline up to, and including, denial of employment or termination if already hired, and may subject the candidate or employee to civil and criminal penalties. The independent contractor may use the employment history information for the purpose of evaluating an applicant's fitness to be hired or for continued employment of a current employee and may report the information as permitted by law.[4]

Independent contractors and their employees shall not be employed until each has complied with the mandatory background check requirements for criminal history and child abuse and the district has evaluated the results of that screening process.[2][3]
Independent contractors and their employees shall report, on the designated form, all arrests and convictions as specified on the form. Independent contractors and their 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.[2]

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 contractor, in writing, within seventy-two (72) hours of the occurrence, of an arrest or conviction required to be reported by law. Employees shall also be required to report to the contractor, within seventy-two (72) hours of notification, that the employee has been listed as a perpetrator in the Statewide database, in accordance with the Child Protective Services Law.[2][5]

If the contractor receives notice of an arrest or conviction or notification such that the employee has been listed as a perpetrator in the Statewide database, from either the employee or a third party, the contractor shall immediately report, in writing, that information to the school district.

Mandatory background check requirements for criminal history and child abuse shall be included in all bidding specifications for contracted services.[6]

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.

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:[1]

1. Recognition of the signs of abuse and sexual misconduct and reporting requirements for suspected abuse and sexual misconduct.

2. Provisions of the Educator Discipline Act, including mandatory reporting requirements.[7]

3. District policy related to reporting of suspected abuse and sexual misconduct.[8]

4. Maintenance of professional and appropriate relationships with students.

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.[1]

Last Modified by Dr Denise Torma on September 3, 2017
Purpose

The Board is committed to providing a safe and healthy environment for the school community.

Maintaining automated external defibrillator (AED) units and staff trained in cardiopulmonary resuscitation (CPR) in the schools enables responders to deliver early defibrillation and resuscitation to victims.

Authority

Except in extenuating circumstances, each school shall have one (1) person certified in the use of cardiopulmonary resuscitation (CPR) during regular school hours when school is in session and students are present. [1]

The automated external defibrillator (AED) units are owned by the district and shall be properly maintained and located in secure and accessible locations.

The automated external defibrillator (AED) units shall be used in accordance with approved district procedures.

Guidelines

A core team shall be trained in CPR and AED procedures by completing a training program offered by approved providers. Members of the team shall be provided opportunities for annual training and retraining.

Written guidelines for medical emergencies related to the use of automated external defibrillator (AED) units shall be provided to all members of the core team.

Responders’ use of automated external defibrillator (AED) units shall not replace the care provided by emergency medical services (EMS) providers. Patient care shall be transferred to the EMS providers upon their arrival.

Delegation of Responsibility

The Superintendent or designee shall develop and disseminate administrative regulations that support this policy.
Automated external defibrillator (AED) units may be used by all members of the district’s core team who have successfully completed training and any trained volunteer who has a valid course completion card.

Last Modified by Dr Denise Torma on September 3, 2017
This policy applies to district employees, volunteers, student teachers, and independent contractors and their employees who interact with students or are present on school grounds. For purposes of this policy, such individuals are referred to collectively as adults. The term adults as used in this policy, does not include district students who perform services on a volunteer or compensated basis.

All adults shall be expected to maintain professional, moral and ethical relationships with district students that are conducive to an effective, safe learning environment. This policy addresses a range of behaviors that include not only obviously unlawful or improper interactions with students, but also precursor grooming and other boundary-blurring behaviors that can lead to more egregious misconduct.

The Board directs that all adults shall be informed of conduct that is prohibited and the disciplinary actions that may be applied for violation of Board policies, administrative regulations, rules and
This policy is not intended to interfere with appropriate pre-existing personal relationships between adults and students and their families that exist independently of the district or to interfere with participation in civic, religious or other outside organizations that include district students.

**Definition**

For purposes of this policy, legitimate educational reasons include matters or communications related to teaching, counseling, athletics, extracurricular activities, treatment of a student’s physical injury or other medical needs, school administration or other purposes within the scope of the adult’s job or volunteer duties.

**Delegation of Responsibility**

The Superintendent or designee shall annually inform students, parents/guardians, and all adults regarding the contents of this Board policy through employee and student handbooks, posting on the district website, and by other appropriate methods.

The building principal or designee shall be available to answer questions about behaviors or activities that may violate professional boundaries as defined in this policy.

Independent contractors doing business with the district shall ensure that their employees who have interaction with students or are present on school grounds are informed of the provisions of this policy.

**Guidelines**

Adults shall establish and maintain appropriate personal boundaries with students and not engage in any behavior that is prohibited by this policy or that creates the appearance of prohibited behavior.

**Prohibited Conduct**

*Romantic or Sexual Relationships -*

Adults shall be prohibited from dating, courting, or entering into or attempting to form a romantic or sexual relationship with any student enrolled in the district, regardless of the student’s age. Students of any age are not legally capable of consenting to romantic or sexual interactions with adults.[19][20]

Prohibited romantic or sexual interaction involving students includes, but is not limited to:

1. Sexual physical contact.
2. Romantic flirtation, propositions, or sexual remarks.
3. Sexual slurs, leering, epithets, sexual or derogatory comments.
4. Personal comments about a student’s body or personal characteristics.
5. Sexual jokes, notes, stories, drawings, gestures or pictures.
6. Spreading sexual or romantic rumors.
7. Touching a student’s body or clothes in a sexual or intimate way.
8. Accepting massages, or offering or giving massages other than in the course of injury care administered by an athletic trainer, coach, or health care provider.
9. Restricting a student’s freedom of movement in a sexually intimidating or provocative manner.
10. Displaying or transmitting sexual objects, pictures, or depictions.

Social Interactions -

In order to maintain professional boundaries, adults shall ensure that their interactions with students are appropriate.

Examples of prohibited conduct that violates professional boundaries include, but are not limited to:

1. Disclosing personal, sexual, family, employment concerns or other private matters to one or more students.
2. Exchanging notes, emails or other communications of a personal nature with a student.
3. Giving personal gifts, cards or letters to a student without written approval from the building principal.
4. Touching students without a legitimate educational reason. (Reasons could include the need for assistance when injured, a kindergartner having a toileting accident and requiring assistance, appropriate coaching instruction, or appropriate music instruction).
5. Singling out a particular student or students for personal attention or friendship beyond the ordinary professional adult-student relationship.
6. Taking a student out of class without a legitimate educational reason.
7. Being alone with a student behind closed doors without a legitimate educational reason.
8. Initiating or extending contact with a student beyond the school day or outside of class times without a legitimate educational reason.
9. Sending or accompanying a student on personal errands.
10. Inviting a student to the adult's home.
11. Going to a student's home without a legitimate educational reason.
12. Taking a student on outings without prior notification to and approval from both the parent/guardian and the building principal.
13. Giving a student a ride alone in a vehicle in a nonemergency situation without prior notification to and approval from both the parent/guardian and the building principal.
14. Addressing students or permitting students to address adults with personalized terms of endearment, pet names, or otherwise in an overly familiar manner.
15. Telling a student personal secrets or sharing personal secrets with a student.
16. For adults who are not guidance/counseling staff, psychologists, social workers or other adults with designated responsibilities to counsel students, encouraging students to confide their personal or family problems and/or relationships. If a student initiates such discussions, the student should be referred to the appropriate school resource.
17. Furnishing alcohol, drugs or tobacco to a student or being present where any student is consuming these substances.
18. Engaging in harassing or discriminatory conduct prohibited by other district policies or by state or federal law and regulations.[3][4][5]

Electronic Communications -

https://www.boarddocs.com/pa/epern/Board.nsf/Private?open&login#
For purposes of this policy, electronic communication shall mean a communication transmitted by means of an electronic device including, but not limited to, a telephone, cellular telephone, computer, computer network, personal data assistant or pager. Electronic communications include, but are not limited to, emails, instant messages and communications made by means of an Internet website, including social media and other networking websites.

As with other forms of communication, when communicating electronically, adults shall maintain professional boundaries with students.

Electronic communication with students shall be for legitimate educational reasons only.

When available, district-provided email or other district-provided communication devices shall be used when communicating electronically with students. The use of district-provided email or other district-provided communication devices shall be in accordance with district policies and procedures.[6]

All electronic communications from coaches and advisors to team or club members shall be sent in a single communication to all participating team or club members, except for communications concerning an individual student’s medical or academic privacy matters, in which case the communications will be copied to the building principal. In the case of sports teams under the direction of the Athletic Director, such medical or academic communications shall also be copied to the Athletic Director.

Adults shall not follow or accept requests for current students to be friends or connections on personal social networking sites and shall not create any networking site for communication with students other than those provided by the district for this purpose, without the prior written approval of the building principal.

Exceptions

An emergency situation or a legitimate educational reason may justify deviation from professional boundaries set out in this policy. The adult shall be prepared to articulate the reason for any deviation from the requirements of this policy and must demonstrate that s/he has maintained an appropriate relationship with the student.

Under no circumstance will an educational or other reason justify deviation from the "Romantic and Sexual Relationships" section of this policy.

There will be circumstances where personal relationships develop between an adult and a student’s family, e.g. when their children become friends. This policy is not intended to interfere with such relationships or to limit activities that are normally consistent with such relationships. Adults are strongly encouraged to maintain professional boundaries appropriate to the nature of the activity.

It is understood that many adults are involved in various other roles in the community through nondistrict-related civic, religious, athletic, scouting or other organizations and programs whose participants may include district students. Such community involvement is commendable, and this policy is not intended to interfere with or restrict an adult’s ability to serve in those roles; however, adults are strongly encouraged to maintain professional boundaries appropriate to the nature of the activity with regard to all youth with whom they interact in the course of their community involvement.

Reporting Inappropriate or Suspicious Conduct

Any person, including a student, who has concerns about or is uncomfortable with a relationship or interaction between an adult and a student, shall immediately notify the Superintendent, building principal or any other administrator.[5]

All district employees, independent contractors and volunteers who have reasonable cause to suspect that a child is the victim of child abuse, shall immediately report the suspected abuse, in accordance with applicable law, regulations and Board policy.[7][8]
An educator who knows of any action, inaction or conduct which constitutes sexual abuse or exploitation or sexual misconduct under the Educator Discipline Act shall report such misconduct to the Pennsylvania Department of Education on the required form, and shall report such misconduct to the Superintendent or any other administrator, within fifteen (15) days of discovery of such misconduct.[9][10]

If the Superintendent or designee reasonably suspects that conduct being reported involves an incident required to be reported under the Child Protective Services Law, the Educator Discipline Act or the Safe Schools Act, the Superintendent or designee shall make a report, in accordance with applicable law, regulations and Board policy.[7][9][11][12][13][14][15][10][16][8]

It is a violation of this policy to retaliate against any person for reporting any action pursuant to this policy or for participating as a witness in any related investigation or hearing.

Investigation

Allegations of inappropriate conduct shall be promptly investigated in accordance with the procedures utilized for complaints of harassment.[5][17]

It is understood that some reports made pursuant to this policy will be based on rumors or misunderstandings; the mere fact that the reported adult is cleared of any wrongdoing shall not result in disciplinary action against the reporter or any witnesses. If, as the result of an investigation, any individual, including the reported adult, the reporter, or a witness is found to have intentionally provided false information in making the report or during the investigation or hearings related to the report, or if any individual intentionally obstructs the investigation or hearings, this may be addressed as a violation of this policy and other applicable laws, regulations and district policies. Obstruction includes, but is not limited to, violation of “no contact” orders given to the reported adult, attempting to alter or influence witness testimony, and destruction of or hiding evidence.

Disciplinary Action

A district employee who violates this policy may be subject to disciplinary action, up to and including termination, in accordance with all applicable district disciplinary policies and procedures.[18]

A volunteer, student teacher, or independent contractor or an employee of an independent contractor who violates this policy may be prohibited from working or serving in district schools for an appropriate period of time or permanently, as determined by the Superintendent or designee.

Training

The district shall provide training with respect to the provisions of this policy to current and new district employees, volunteers and student teachers subject to this policy.

The district, at its sole discretion, may require independent contractors and their employees who interact with students or are present on school grounds to receive training on this policy and related procedures.

Last Modified by Dr Denise Torma on September 3, 2017
The Board expects all Board members, district employees, volunteers, consultants, vendors, contractors and other parties that maintain a relationship with the school district to act with integrity, due diligence, and in accordance with law in their duties involving the district’s resources. The Board is entrusted with public funds, and no one connected with the district shall do anything to erode that trust.

**Definitions**

Fraud, financial improprieties, or irregularities include but are not limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the district.

2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.

3. Misappropriation of funds, securities, supplies, or other assets.

4. Impropriety in handling money or reporting financial transactions.

5. Profiteering because of insider information of district information or activities.

6. Disclosure of confidential and/or proprietary information to outside parties.

7. Acceptance or seeking of anything of material value, other than items used in the normal course of advertising, from contractors, vendors, or persons providing services to the district.

8. Destruction, removal, or inappropriate use of district records, furniture, fixtures, or equipment.

9. Failure to provide financial records to authorized state or local entities.

10. Failure to cooperate fully with any financial auditors, investigators or law enforcement authorities.

11. Other dishonest or fraudulent acts involving district monies or resources.

**Delegation of Responsibility**

The Superintendent or designee shall be responsible to implement and maintain a system of internal controls designed to prevent and detect potential risks, fraud, financial impropriety, or fiscal
irregularities within the district:

District administrators are responsible to be alert to an indication of fraud, financial impropriety, or irregularity within their areas of responsibility.

The Superintendent shall recommend to the Board for its approval completion of a forensic audit when it is deemed necessary and beneficial to the district.

Reporting

All employees shall be alert for any indication of fraud, financial impropriety or irregularity within their area of responsibility.

An employee who suspects fraud, impropriety, or irregularity shall immediately report his/her suspicions to the Superintendent.

If the report involves the Superintendent, the employee shall report his/her suspicions to the Board President who shall be responsible to conduct an investigation in place of the Superintendent.

Employees who bring forth a legitimate concern or suspicion about a potential impropriety shall not be retaliated against. Those who do retaliate against such an employee shall be subject to disciplinary action.[1][2][3]

Investigation

The Superintendent shall investigate reports of fraudulent activities in a manner that protects the confidentiality of all parties and the facts, in cooperation with appropriate individuals and agencies.

If an investigation substantiates the occurrence of a fraudulent activity, the Superintendent shall issue a report to the Board and designated individuals.

The final disposition of the matter regarding employee discipline and decision to file a criminal complaint or refer the matter to law enforcement authorities and/or a regulatory agency for independent investigation shall be determined by the Board and Superintendent in consultation with legal counsel.

Results of an investigation shall not be disclosed to or discussed with anyone other than those individuals with a legitimate right to know, unless and until the results are made public.
Purpose

With the increased reliance upon electronic data, and the maintenance of personal information of students and employees in electronic format, the Board is concerned about the risk of a breach in the district's electronic system security and the possible disclosure of personal information. This policy addresses the manner in which the district will respond to unauthorized access and acquisition of computerized data that compromises the security and confidentiality of personal information.

Authority

The Board directs that the Superintendent or designee shall provide appropriate notification of any computerized system security breach to any state resident whose unencrypted and unredacted personal information was or is reasonably believed to have been accessed or acquired by unauthorized persons.[1]

Definitions

**Breach of the system's security** - unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of personal information maintained by the district as part of the database of personal information regarding multiple individuals and that the district reasonably believes has caused or will cause loss or injury to any state resident. Good faith acquisition of personal information by an employee or agent of the school district for district purposes is not a breach of the security of the system if the personal information is not used for a purpose other than lawful district purposes and is not subject to further unauthorized disclosure.[2]

**Individual** - any natural person, not an entity or company.

**Personal information** - includes an individual's first initial and last name in combination with and linked to any one or more of the following, when not encrypted or redacted:[2]

1. Social security number.
2. Driver's license number or state identification card number issued instead of a driver's license.
3. Financial account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state or local government records.[3]
Records - any material, regardless of its physical form, on which information is recorded or preserved by any means, including written or spoken words, graphically depicted, printed or electromagnetically transmitted. This term does not include publicly available directories containing information that an individual has voluntarily consented to have publicly disseminated or listed, such as name, address or telephone number.[2]

Delegation of Responsibility

The Superintendent or designee shall ensure that the district provides notice of any system security breach, following discovery, to any state resident whose unencrypted and unredacted personal information was or is reasonably believed to have been accessed and acquired by an unauthorized person. Such notice shall be made without a reasonable delay, except when a law enforcement agency determines and advises the district in writing that the notification would impede a criminal or civil investigation, or the district must take necessary measures to determine the scope of the breach and to restore the reasonable integrity of the data system. The district will also provide notice of the breach if the encrypted information is accessed and acquired in an unencrypted form, if the security breach is linked to a breach of security of the encryption, or if the security breach involves a person with access to the encryption key.[4]

Last Modified by Dr Denise Torma on September 3, 2017
In order to safeguard the school community from the spread of certain communicable diseases, the Board requires that established policy and administrative regulations be followed by students, parents/guardians and district staff.\[1\][2]

**Definitions**

**Certificate of Immunization** - the official form furnished by the Pennsylvania Department of Health. The certificate is filled out by the parent/guardian or health care provider and signed by the health care provider, public health official or school nurse or a designee. The certificate is given to the school
as proof of full immunization. The school maintains the certificate as the official school immunization record or stores the details of the record in a computer database.[3]

**Medical Certificate** - the official form furnished by the Pennsylvania Department of Health setting out the immunization plan for a student who is not fully immunized, filled out and signed by a physician, certified registered nurse practitioner or physician assistant, or by a public health official when the immunization is provided by the Department of Health or a local health department, and given to a school as proof that the student is scheduled to complete the required immunizations.[3]

**Guidelines**

**Immunization**

All students shall be immunized against specific diseases in accordance with state law and regulations, unless specifically exempt for religious or medical reasons.[1][2][4]

A certificate of immunization shall be maintained as part of the health record for each student, as required by the Pennsylvania Department of Health.[5]

A student shall be exempt from immunization requirements whose parent/guardian objects in writing to such immunization on religious grounds or whose physician certifies that the student's physical condition contraindicates immunization.[1][4][6][7]

A student who has not been immunized in accordance with state regulations shall not be admitted to or permitted to attend district schools, unless exempted for medical or religious reasons, or provisionally admitted by the Superintendent or designee after beginning a multiple dose vaccine series and submitting proof of immunization or a medical certificate on or before the fifth school day of attendance.[1][4][5][6][7]

Homeless students who have not been immunized or are unable to provide immunization records due to being homeless shall be admitted in accordance with the provisions of applicable law and regulations.[5][8][9]

Foster care students and students transferring into a school within the Commonwealth shall be admitted in accordance with law and regulations, and shall have thirty (30) days to provide proof of immunization, a medical certificate detailing the plan to complete a multiple dose vaccine series or to satisfy the requirements for an exemption.[5][10]

Monitoring of immunization requirements shall be the responsibility of the Superintendent or designee and the school nurse.[1]

The Superintendent or designee shall:

1. Ensure that parents/guardians are informed prior to a student's admission to school, or a grade requiring additional immunizations, of the requirements for immunization, the requisite proof of immunization, exemption available for religious or medical reasons, and means by which such exemptions may be claimed.[1][5][6][7][8][11]

2. Designate school personnel to review student medical certificates in accordance with law and regulations to ensure compliance with full immunization requirements.[3][5]

3. Annually review state standards for immunization and direct the responsible district personnel accordingly.

The Superintendent or designee shall report immunization data electronically to the Department of Health by December 31 of each year. If the district is unable to complete the report electronically, the Superintendent or designee shall report the immunization data on the required form to the Department of Health by December 15.[12]
Communicable Diseases

The Board authorizes that students who have been diagnosed by a physician or are suspected of having a disease by the school nurse shall be excluded from school for the period indicated by regulations of the Department of Health for certain specified diseases and infectious conditions.[13][14][15]

The school nurse shall report the presence of suspected communicable diseases to the appropriate local health authority, as required by the Department of Health.[16][17][18]

The Superintendent or designee shall direct that health guidelines and universal precautions designed to minimize the transmission of communicable diseases be implemented in district schools.

Instruction regarding prevention of communicable and life-threatening diseases shall be provided by the schools in the educational program for all levels, in accordance with state regulations.[19]

Parents/Guardians shall be informed of and be provided opportunities during school hours to review all curriculum materials used in instruction relative to communicable and life-threatening diseases.[19][20][21]

Health Records

A comprehensive health record shall be maintained for each student enrolled in the district. The record shall include the results of required tests, measurements, screenings, regular and special examinations, and medical questionnaires.[22][23]

All health records shall be confidential, and their contents shall be divulged only when necessary for the health of the student or to a physician at the written request of the parent/guardian.[24]

Last Modified by Dr Denise Torma on August 22, 2017
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Purpose

https://www.boarddocs.com/pa/open/Board.nsf/Private/open&login#
The Board recognizes that attendance is an important factor in educational success, and supports a comprehensive approach to identify and address attendance issues. [1]

**Authority**

Attendance shall be required of all students during the days and hours that school is in session, except that authorized district staff may excuse a student for temporary absences upon receipt of satisfactory evidence of mental, physical, or other urgent reasons that may reasonably cause the student's absence. [2][3][4][5][6][7]

The Superintendent or designee shall establish and enforce attendance requirements, in accordance with applicable laws and regulations, Board policy and administrative regulations.

**Definitions**

**Compulsory school age** - the period of a child's life from the time the child's parents/guardians elect to have the child enter school, and which shall be no later than eight (8) years of age until the child reaches seventeen (17) years of age. The term does not include a child who holds a certificate of graduation from a regularly accredited, licensed, registered or approved high school. [8][9]

**Habitually truant** - six (6) or more school days of unexcused absences during the current school year by a child subject to compulsory school attendance. [9]

**Truant** - having incurred three (3) or more school days of unexcused absences during the current school year by a child subject to compulsory school attendance. [9]

**Person in parental relation:**

1. Custodial biological or adoptive parent.
2. Noncustodial biological or adoptive parent.
3. Guardian of the person of a child.
4. Person with whom a child lives and who is acting in a parental role of a child.

This definition shall not include any county agency or person acting as an agent of the county agency in the jurisdiction of a dependent child as defined by law. [10]

**School-based or community-based attendance improvement program** - a program designed to improve school attendance by seeking to identify and address the underlying reasons for a child's absences. The term may include an educational assignment in an alternative education program, provided the program does not include a program for disruptive youth established pursuant to Article XIX-C of the Pennsylvania Public School Code. [9]

**Delegation of Responsibility**

The Superintendent or designee shall annually notify students, parents/guardians, staff, local children and youth agency, and local Magisterial District Judges about the district's attendance policy by publishing such policy in student handbooks, newsletters, district website and other efficient communication methods. [11][12]

The Superintendent or designee, in coordination with the building principal or designee, Attendance Officer and Home and School Visitor, shall be responsible for the implementation and enforcement of this policy.

The Superintendent or designee shall develop administrative regulations for the attendance of students which:
1. Govern the maintenance of attendance records in accordance with law.[12][13]

2. Detail the process for submission of requests and excuses for student absences.

3. Detail the process for written notices, School Attendance Improvement Conferences, School Attendance Improvement Plans, and referrals to a school-based or community-based attendance improvement program, the local children and youth agency, or the appropriate judge.

4. Ensure that students with an excused absence have an opportunity to make up work.

**Guidelines**

**Compulsory School Attendance Requirements**

All students of compulsory school age who reside in the district shall be subject to the compulsory school attendance requirements.[5]

A student shall be considered in attendance if present at any place where school is in session by authority of the Board; the student is receiving approved tutorial instruction, or health or therapeutic services; the student is engaged in an approved and properly supervised independent study, work-study or career education program; or the student is receiving approved homebound instruction.[2][5][14][15][16][17][18][19]

The following students shall be excused from the requirements of attendance at district schools, upon request and with the required approval:

1. On certification by a physician or submission of other satisfactory evidence and on approval of the Department of Education, children who are unable to attend school or apply themselves to study for mental, physical or other reasons that preclude regular attendance.[6][7][20]

2. Students enrolled in nonpublic or private schools in which the subjects and activities prescribed by law are taught.[5][21]

3. Students attending college who are also enrolled part-time in district schools.[22]

4. Students attending a home education program or private tutoring in accordance with law.[5][17][23][24][25][26]

5. Students fifteen (15) or sixteen (16) years of age whose enrollment in private trade or business schools has been approved.[5]

6. Students fifteen (15) years of age, who are engaged in farm work or private domestic service under duly issued permits.[7]

7. Students fourteen (14) years of age, who have completed the highest elementary grade, engaged in farm work or private domestic service under duly issued permits.[7]

8. Students sixteen (16) years of age, regularly employed during the school session and holding a lawfully issued employment certificate. [7][15]

**Excused Absence**

For purposes of this policy, the following conditions or situations constitute reasonable cause for absence from school:

1. Illness, including if a student is dismissed by designated district staff during school hours for health-related reasons.[3][6]

2. Obtaining professional health care or therapy service rendered by a licensed practitioner of the healing arts in any state, commonwealth or territory.[6]
3. Quarantine.

4. Family emergency.

5. Recovery from accident.

6. Required court attendance.

7. Death in family.

8. Participation in a project sponsored by a statewide or countywide 4-H, FFA or combined 4-H and FFA group, upon prior written request.[1][6]

9. Observance of a religious holiday observed by bona fide religious group, upon prior written parental request.[27]

10. Nonschool-sponsored educational tours or trips, if the following conditions are met:[6][28]
   a. The parent/guardian submits a written request for excusal prior to the absence.
   b. The student's participation has been approved by the Superintendent or designee.
   c. The adult directing and supervising the tour or trip is acceptable to the parents/guardians and the Superintendent.

11. College or postsecondary institution visit, with prior approval.

12. Other urgent reasons. Urgent reasons shall be strictly construed and do not permit irregular attendance.[3][6]

The district may limit the number and duration of nonschool-sponsored educational tours or trips and college or postsecondary institution visits for which excused absences may be granted to a student during the school year.

Temporary Excusals -

The following students may be temporarily excused from the requirements of attendance at district schools:

1. Students receiving tutorial instruction in a field not offered in the district’s curricula from a properly qualified tutor approved by the Superintendent, when the excusal does not interfere with the student's regular program of studies.[5][14][17]

2. Students participating in a religious instruction program, if the following conditions are met:[27][29]
   a. The parent/guardian submits a written request for excusal. The request shall identify and describe the instruction, and the dates and hours of instruction.
   b. The student shall not miss more than thirty-six (36) hours per school year in order to attend classes for religious instruction.
   c. Following each absence, the parent/guardian shall submit a statement attesting that the student attended the instruction, and the dates and hours of attendance.

3. School age children unable to attend school upon recommendation of the school physician and a psychiatrist or school psychologist, or both, and with approval of the Secretary of Education.[20]

Parental Notice of Absence -

https://www.boarddocs.com/pa/epen/Board.nsf/Private?open&login#
Absences shall be treated as unexcused until the district receives a written excuse explaining the absence, to be submitted within three (3) days of the absence.[12]

A maximum of twenty (20) days of cumulative lawful absences verified by parental notification shall be permitted during a school year. All absences beyond twenty (20) cumulative days shall require an excuse from a licensed practitioner of the healing arts.[37]

Unexcused/Absence

For purposes of this policy, absences which do not meet the criteria indicated above shall be considered an unexcused absence.

An out-of-school suspension may not be considered an unexcused absence.[9]

Parental Notification -

District staff shall provide notice to the person in parental relation upon each incident of unexcused absence.

Enforcement of Compulsory Attendance Requirements

Student is Truant -

When a student has been absent for three (3) days during the current school year without a lawful excuse, district staff shall provide notice to the person in parental relation who resides in the same household as the student within ten (10) school days of the student's third unexcused absence.[30]

The notice shall:[30]

1. Be in the mode and language of communication preferred by the person in parental relation;
2. Include a description of the consequences if the student becomes habitually truant; and
3. When transmitted to a person who is not the biological or adoptive parent, also be provided to the child's biological or adoptive parent, if the parent's mailing address is on file with the school and the parent is not precluded from receiving the information by court order.

The notice may include the offer of a School Attendance Improvement Conference.[30]

If the student incurs additional unexcused absences after issuance of the notice and a School Attendance Improvement Conference was not previously held, district staff shall offer a School Attendance Improvement Conference.[30]

School Attendance Improvement Conference -

District staff shall notify the person in parental relation in writing and by telephone of the date and time of the School Attendance Improvement Conference.[30]

The purpose of the School Attendance Improvement Conference is to examine the student's absences and reasons for the absences in an effort to improve attendance with or without additional services.[9]

The following individuals shall be invited to the School Attendance Improvement Conference:[9]

1. The student.
2. The student's person in parental relation.
3. Other individuals identified by the person in parental relation who may be a resource.
4. Appropriate school personnel.

5. Recommended service providers.

Neither the student nor the person in parental relation shall be required to participate, and the School Attendance Improvement Conference shall occur even if the person in parental relation declines to participate or fails to attend the scheduled conference.\[30\]

The outcome of the School Attendance Improvement Conference shall be documented in a written School Attendance Improvement Plan. The Plan shall be retained in the student's file. A copy of the Plan shall be provided to the person in parental relation, the student and appropriate district staff.\[30\]

The district may not take further legal action to address unexcused absences until after the date of the scheduled School Attendance Improvement Conference has passed.\[30\]

**Student is Habitually Truant** -

When a student under fifteen (15) years of age is habitually truant, district staff: \[31\]

1. Shall refer the student to:
   a. A school-based or community-based attendance improvement program; or
   b. The local children and youth agency.

2. May file a citation in the office of the appropriate judge against the person in parental relation who resides in the same household as the student.\[31\]

When a student fifteen (15) years of age or older is habitually truant, district staff shall: \[31\]

1. Refer the student to a school-based or community-based attendance improvement program; or

2. File a citation in the office of the appropriate judge against the student or the person in parental relation who resides in the same household as the student.

District staff may refer a student who is fifteen (15) years of age or older to the local children and youth agency, if the student continues to incur additional unexcused absences after being referred to a school-based or community-based attendance improvement program, or if the student refuses to participate in such program. \[31\]

Regardless of age, when district staff refer a habitually truant student to the local children and youth agency or file a citation with the appropriate judge, district staff shall provide verification that the school held a School Attendance Improvement Conference. \[31\]

**Filing a Citation** -

A citation shall be filed in the office of the appropriate judge whose jurisdiction includes the school in which the student is or should be enrolled. \[32\]

Additional citations for subsequent violations of the compulsory school attendance requirements may only be filed against a student or person in parental relation in accordance with the specific provisions of the law. \[32\]

**Special Needs and Accommodations**

If a truant or habitually truant student may qualify as a student with a disability, and require special education services or accommodations, the Director of Special Education shall be notified and shall take action to address the student's needs in accordance with applicable law, regulations and Board policy. \[33\][34][35][36]
For students with disabilities who are truant or habitually truant, the appropriate team shall be notified and shall address the student’s needs in accordance with applicable law, regulations and Board policy. 

**Discipline**

The district shall not expel or impose out-of-school suspension, disciplinary reassignment or transfer for truant behavior.

Last Modified by Dr Denise Torma on September 3, 2017
Purpose

East Penn School District recognizes that student wellness and proper nutrition are related to students' physical well-being, growth, development and readiness to learn. The Board is committed to providing a school environment that promotes student wellness, proper nutrition, nutrition education and promotion, and regular physical activity as part of the total learning experience. In a healthy school environment, students will learn about and participate in positive dietary and lifestyle practices that can improve student achievement.
Authority

The Board adopts this policy based on the recommendations of the Wellness Committee and in accordance with federal and state laws and regulations.[1][2][3]

To ensure the health and well-being of all students, the Board establishes that the district shall provide to students:

1. A comprehensive nutrition program consistent with federal and state requirements.
2. Access at reasonable cost to foods and beverages that meet established nutrition guidelines.
3. Physical education courses and opportunities for developmentally appropriate physical activity during the school day.
4. Curriculum and programs for grades K-12 that are designed to educate students about proper nutrition and lifelong physical activity, in accordance with State Board of Education curriculum regulations and academic standards.

Delegation of Responsibility

The Superintendent or designee shall be responsible for the implementation and oversight of this policy to ensure each of the district’s schools, programs and curriculum is compliant with this policy, related policies and established guidelines or administrative regulations.[2][3]

Each building principal or designee shall annually report to the Superintendent or designee regarding compliance in his/her school.[3]

Staff members responsible for programs related to school wellness shall report to the Superintendent or designee regarding the status of such programs.

The Superintendent or designee shall annually report to the Board on the district's compliance with law and policies related to school wellness. The report may include:

1. Assessment of school environment regarding school wellness issues.
2. Evaluation of food services program.
3. Review of all foods and beverages sold in schools for compliance with established nutrition guidelines.
4. Listing of activities and programs conducted to promote nutrition and physical activity.
5. Recommendations for policy and/or program revisions.
6. Suggestions for improvement in specific areas.
7. Feedback received from district staff, students, parents/guardians, community members and the Wellness Committee.

The Superintendent or designee and the established Wellness Committee shall conduct an assessment at least once every three (3) years on the contents and implementation of this policy as part of a continuous improvement process to strengthen the policy and ensure implementation. This triennial assessment shall be made available to the public in an accessible and easily understood manner and include:[2][3]

1. The extent to which each district school is in compliance with law and policies related to school wellness.
2. The extent to which this policy compares to model wellness policies.

3. A description of the progress made by the district in attaining the goals of this policy.

[3]

The district shall annually inform and update the public, including parents/guardians, students, and others in the community, about the contents, updates and implementation of this policy via the district website, student handbooks, newsletters, posted notices and/or other efficient communication methods. This annual notification shall include information on how to access the School Wellness policy; information about the most recent triennial assessment; information on how to participate in the development, implementation and periodic review and update of the School Wellness policy; and a means of contacting Wellness Committee leadership.[2][3]

Guidelines

Recordkeeping

The district shall retain records documenting compliance with the requirements of the School Wellness policy, which shall include:[3][4]

1. The written School Wellness policy.

2. Documentation demonstrating that the district has informed the public, on an annual basis, about the contents of the School Wellness policy and any updates to the policy.

3. Documentation of efforts to review and update the School Wellness policy, including who is involved in the review and methods used by the district to inform the public of their ability to participate in the review.

4. Documentation demonstrating the most recent assessment on the implementation of the School Wellness policy and notification of the assessment results to the public.

Wellness Committee

The district shall establish a Wellness Committee comprised of, but not necessarily limited to, at least one (1) of each of the following: School Board member, district administrator, district food service representative, student, parent/guardian, school health professional, physical education teacher and member of the public. It shall be the goal that committee membership will include representatives from each school building and reflect the diversity of the community.[2]

The Wellness Committee shall serve as an advisory committee regarding student health issues and shall be responsible for developing, implementing and periodically reviewing and updating a School Wellness policy that complies with law to recommend to the Board for adoption.

The Wellness Committee shall review and consider evidence-based strategies and techniques in establishing goals for nutrition education and promotion, physical activity and other school based activities that promote student wellness as part of the policy development and revision process.[3]

Advisory Health Council

An Advisory Health Council may be established by the Superintendent to study student health issues and to assist in organizing follow-up programs.[5]

The Advisory Health Council may examine related research, assess student needs and the current school environment, review existing Board policies and administrative regulations, and raise awareness about student health issues.
The Advisory Health Council may survey parents/guardians and/or students; conduct community forums or focus groups; collaborate with appropriate community agencies and organizations; and engage in similar activities, within the budget established for these purposes.

The Advisory Health Council shall provide periodic reports to the Superintendent or designee regarding the status of its work, as required.

Individuals who conduct student medical and dental examinations shall submit to the Advisory Health Council annual reports and later reports on the remedial work accomplished during the year, as required by law.[5]

**Nutrition Education**

Nutrition education will be provided within the sequential, comprehensive health education program in accordance with curriculum regulations and the academic standards for Health, Safety and Physical Education, and Family and Consumer Sciences.[6][7][8]

Nutrition education in the district shall teach, model, encourage and support healthy eating by students. Promoting student health and nutrition enhances readiness for learning and increases student achievement.

Nutrition education lessons and activities shall be age-appropriate.

School food service and nutrition education classes shall cooperate to create a learning laboratory.

Lifelong lifestyle balance shall be reinforced by linking nutrition education and physical activity.

**Nutrition Promotion**

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs.

District schools shall promote nutrition through the implementation of Farm to School activities, where possible. Activities may include, but not be limited to, the initiation/maintenance of school gardens, taste-testing of local products in the cafeteria and classroom, classroom education about local agriculture and nutrition, field trips to local farms and incorporation of local foods into school meal programs.

District food service personnel shall review and implement research-based, behavioral economics techniques in the cafeteria to encourage consumption of more whole grains, fruits, vegetables and legumes, and to decrease plate waste.

Consistent nutrition messages shall be disseminated and displayed throughout the district, schools, classrooms, cafeterias, homes, community and media.

**Physical Activity**

District schools shall strive to provide opportunities for developmentally appropriate physical activity during the school day for all students.

District schools shall contribute to the effort to provide students opportunities to accumulate at least sixty (60) minutes of age-appropriate physical activity daily, as recommended by the Centers for Disease Control and Prevention. Opportunities offered at school will augment physical activity outside the school environment, such as outdoor play at home, sports, etc.
Age-appropriate physical activity opportunities, such as outdoor and indoor recess, before and after school programs, during lunch, clubs, intramurals and interscholastic athletics, shall be provided to meet the needs and interests of all students, in addition to planned physical education.

A physical and social environment that encourages safe and enjoyable activity for all students shall be maintained.

Before and/or after-school programs shall provide developmentally appropriate physical activity for participating children.

District schools shall promote physical activity through encouragement of walking and biking as a means of transportation to and from school.

Students and their families shall be encouraged to utilize district-owned physical activity facilities, such as playgrounds and fields, outside school hours in accordance with established district rules.

**Physical Education**

A sequential physical education program consistent with curriculum regulations and Health, Safety and Physical Education academic standards shall be developed and implemented. All district students must participate in physical education.[7][8][9]

Quality physical education instruction that promotes lifelong physical activity and provides instruction in the skills and knowledge necessary for lifelong participation shall be provided.

Physical education classes shall be the means through which all students learn, practice and are assessed on developmentally appropriate skills and knowledge necessary for lifelong, health-enhancing physical activity.

A comprehensive physical education course of study that focuses on providing students the skills, knowledge and confidence to participate in lifelong, health-enhancing physical activity shall be implemented.

Students shall be moderately to vigorously active as much time as possible during a physical education class. Documented medical conditions and disabilities shall be accommodated during class.

Safe and adequate equipment, facilities and resources shall be provided for physical education courses.

Physical education shall be taught by certified health and physical education teachers.

Physical education classes shall have a teacher-student ratio comparable to those of other courses for safe and effective instruction.

**Other School Based Activities**

Drinking water shall be available and accessible to students, without restriction and at no cost to the student, at all meal periods and throughout the school day.[10][11]

Nutrition professionals who meet hiring criteria established by the district and in compliance with federal regulations shall administer the school meals program. Professional development and continuing education shall be provided for district nutrition staff, as required by federal regulations. [12][13][14][15]

District schools shall provide adequate space, as defined by the district, for eating and serving school meals.
Students shall be provided a clean and safe meal environment.

Meal periods shall be scheduled at appropriate hours, as required by federal regulations and as defined by the district.[10]

Students shall have access to hand washing or sanitizing before meals and snacks.

Nutrition content of school meals shall be available to students and parents/guardians.

Fundraising projects submitted for approval shall be supportive of healthy eating and student wellness.

The district shall maintain a healthy school environment, including but not limited to indoor air quality, in accordance with the district’s healthy learning environment program and applicable laws and regulations.

**Nutrition Guidelines for All Foods/Beverages at School**

All foods and beverages available in district schools during the school day shall be offered to students with consideration for promoting student health and reducing obesity.

Foods and beverages provided through the National School Lunch or School Breakfast Programs shall comply with established federal nutrition standards.[10][11][13][14]

Foods and beverages offered or sold at school-sponsored events outside the school day, such as athletic events and dances, shall offer healthy alternatives in addition to more traditional fare.

**Competitive Foods -**

Competitive foods available for sale shall meet or exceed the established federal nutrition standards (USDA Smart Snacks in School). These standards shall apply in all locations and through all services where foods and beverages are sold to students, which may include, but are not limited to: a la carte options in cafeterias, vending machines, school stores, snack carts and fundraisers.[3][16][17]

Competitive foods are defined as foods and beverages offered or sold to students on school campus during the school day, which are not part of the reimbursable school breakfast or lunch.

For purposes of this policy, school campus means any area of property under the jurisdiction of the school that students may access during the school day.[3][16]

For purposes of this policy, school day means the period from midnight before school begins until thirty (30) minutes after the end of the official school day.[3][16]

The district may impose additional restrictions on competitive foods, provided that the restrictions are not inconsistent with federal requirements.[16]

**Fundraiser Exemptions -**

Fundraising activities held during the school day involving the sale of competitive foods shall be limited to foods that meet the Smart Snacks in School nutrition standards, unless an exemption is approved in accordance with applicable Board policy and administrative regulations.[18]

The district may allow a limited number of exempt fundraisers as permitted by the Pennsylvania Department of Education each school year: up to five (5) exempt fundraisers in elementary and middle school buildings, and up to ten (10) exempt fundraisers in high school buildings. Exempt fundraisers are fundraisers in which competitive foods are available for sale to students that do not meet the Smart Snacks in School nutrition standards.[16]
The district shall establish administrative regulations to implement fundraising activities in district schools, including procedures for requesting a fundraiser exemption.

Non-Sold Competitive Foods -

Non-sold competitive foods available to students, which may include but are not limited to foods and beverages offered as rewards and incentives, at classroom parties and celebrations, or as shared classroom snacks, shall meet or exceed the standards established by the district.

If the offered competitive foods do not meet or exceed the Smart Snacks in School nutrition standards, the following standards shall apply:

1. Rewards and Incentives:
   a. Foods and beverages shall not be used as a reward for classroom or school activities unless the reward is an activity that promotes a positive nutrition message (e.g., guest chef, field trip to a farm or farmers market, etc.).

2. Classroom Parties and Celebrations:
   a. Parents/Guardians shall be informed through newsletters or other efficient communication methods that foods/beverages should only be brought in when requested for scheduled parties.
   b. Classroom parties shall offer a minimal amount of foods (maximum 2-3 items) containing added sugar as the primary ingredient (e.g., cupcakes, cookies) and will provide the following:
      i. Fresh fruits/vegetables; and
      ii. Water, 100 percent juice, 100 percent juice diluted with water, low-fat milk or nonfat milk.
   c. When possible, foods/beverages for parties and celebrations shall be provided by the food service department to help prevent food safety and allergy concerns.

3. Shared Classroom Snacks:
   a. Ingredients of shared classroom snacks will be reviewed by the classroom teacher to ensure that no ingredients are contained which have been identified as allergens outlined in the individual student 504 plans or contained in the Allergy List provided by the school nurse.

The district shall provide a list of suggested nonfood ideas and healthy food and beverage alternatives to parents/guardians and staff, which may be posted via the district website, student handbooks, newsletters, posted notices and/or other efficient communication methods.

Marketing/Contracting -

Any foods and beverages marketed or promoted to students on the school campus during the school day shall meet or exceed the established federal nutrition standards (USDA Smart Snacks in School) and comply with established Board policy and administrative regulations.[3][16]

Exclusive competitive food and/or beverage contracts shall be approved by the Board, in accordance with provisions of law. Existing contracts shall be reviewed and modified to the extent feasible to ensure compliance with established federal nutrition standards, including applicable marketing restrictions.[19]

Management of Food Allergies in District Schools
The district shall establish Board policy and administrative regulations to address food allergy management in district schools in order to:

1. Reduce and/or eliminate the likelihood of severe or potentially life-threatening allergic reactions.

2. Ensure a rapid and effective response in case of a severe or potentially life-threatening allergic reaction.

3. Protect the rights of students by providing them, through necessary accommodations when required, the opportunity to participate fully in all school programs and activities.

**Safe Routes to School**

The district shall assess and, to the extent possible, implement improvements to make walking and biking to school safer and easier for students.

Last Modified by Kristin Ehrhart on August 21, 2017
5. PERSONNEL

Motion by______________________, Seconded by______________________
RESOLVED, That the Board of School Directors of East Penn SD approve the following personnel items, as recommended by the Superintendent:

d. Full-time Substitute Appointment(s)

<table>
<thead>
<tr>
<th>Name:</th>
<th>Elizabeth Meredith</th>
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<tbody>
<tr>
<td>Education Level:</td>
<td>B.S. Degree</td>
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<tr>
<td>Undergraduate School:</td>
<td>East Stroudsburg University</td>
</tr>
<tr>
<td>Assignment:</td>
<td>Special Education Teacher (Learning Support)/EHS (leave of absence of D. Graf)</td>
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<tr>
<td>Certification:</td>
<td>Instructional I: Special Education N-12; Elementary K-6</td>
</tr>
<tr>
<td>Experience:</td>
<td>March 2011 - Present: Saucon Valley SD, East Penn SD; Per Diem Substitute</td>
</tr>
<tr>
<td>Salary:</td>
<td>$52,062; Year 1; B</td>
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<td>Effective:</td>
<td>September 12, 2017</td>
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e. Support Staff Appointment(s)

<table>
<thead>
<tr>
<th>Name:</th>
<th>Judy Mondovich</th>
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<tr>
<td>Assignment:</td>
<td>Staff Assistant – Macungie ES (transfer of K. Mikovich)</td>
</tr>
<tr>
<td>Salary/Hours:</td>
<td>$14.81/hr</td>
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<tr>
<td>Effective Date:</td>
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n. Professional Employee Appointment

<table>
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<tr>
<th>Name:</th>
<th>Jennifer Knight</th>
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<tr>
<td>Education Level:</td>
<td>B.A. Degree; M.Ed. Degree</td>
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<tr>
<td>Undergraduate School:</td>
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<tr>
<td>Graduate School:</td>
<td>University of Delaware</td>
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<td>Assignment:</td>
<td>Biology Teacher/EHS (resignation of H. Ballard)</td>
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<tr>
<td>Certification:</td>
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<tr>
<td>Experience:</td>
<td>Sept. 2005 - Present: Kutztown Area SD; Biology Teacher</td>
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<tr>
<td>Salary:</td>
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<tr>
<td>Effective:</td>
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