EAST PENN SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS
REGULAR BOARD MEETING

AGENDA

Board Room
800 Pine Street
Emmaus, PA 18049

OCTOBER 8, 2018
7:30 p.m.

2018 School Board Meeting Schedule

January 8 & 22
February 12 & 26
March 12 & 26
April 9 & 23
May 14
June 11 & 25
July 9
August 13 & 27
September 10 & 24
October 8 & 22
November 12
December 3 (Re-organization) & 10

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.
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 September 24, 2018 Regular Board Meeting.

4. PRESENTATION
   a. Comprehensive Plan

5. REPORT OF THE SUPERINTENDENT OF SCHOOLS – Kristen Campbell
   a. District Update

6. 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>Mike Mihalik</td>
<td>Earth &amp; Space Science Teacher</td>
<td>EHS</td>
<td>12/9/18 or sooner</td>
</tr>
<tr>
<td></td>
<td>Co-curricular:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>High School Science Department Chair</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Equipment Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heather Slatoff</td>
<td>Science Teacher</td>
<td>LMMS</td>
<td>10/31/18 or sooner</td>
</tr>
<tr>
<td></td>
<td>Co-curricular:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Team Leader</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Middle-Level Science Department Chair</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laura Witman</td>
<td>Supervisor of Secondary Curriculum (STEM)</td>
<td>Administration</td>
<td>9/11/18</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>Pam Reichert</td>
<td>CSN</td>
<td>Wescosville ES</td>
<td>10/22/18 – 1/23/19</td>
</tr>
<tr>
<td>Allison Lewis</td>
<td>Music Teacher</td>
<td>Albutis &amp; Wescoville ES</td>
<td>11/5/18 – 12/14/18</td>
</tr>
</tbody>
</table>

c. Support Staff Transfer of Assignment(s)

<table>
<thead>
<tr>
<th>Name</th>
<th>From Assignment</th>
<th>To Assignment</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bryanna Davie</td>
<td>Instructional Assistant</td>
<td>Instructional Assistant</td>
<td>10/10/18 (resignation of S. Teymour)</td>
</tr>
<tr>
<td></td>
<td>Macungie ES</td>
<td>EHS</td>
<td></td>
</tr>
<tr>
<td>Lisa Mazess</td>
<td>Instructional Assistant</td>
<td>Instructional Assistant</td>
<td>10/10/18 (transfer of M. Kulp)</td>
</tr>
<tr>
<td></td>
<td>Wescosville ES</td>
<td>Eyer MS</td>
<td></td>
</tr>
<tr>
<td>Melissa Kulp</td>
<td>Instructional Assistant</td>
<td>Instructional Assistant</td>
<td>10/10/18 (transfer of L. Mazess)</td>
</tr>
<tr>
<td></td>
<td>Eyer MS</td>
<td>Wescosville ES</td>
<td></td>
</tr>
</tbody>
</table>

d. 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>Gwenn Miller</td>
<td>Instructional Assistant</td>
<td>$14.92/hr</td>
<td>10/10/18 (resignation of M. Hughes)</td>
</tr>
<tr>
<td></td>
<td>Macungie ES</td>
<td>29 hrs/wk</td>
<td></td>
</tr>
<tr>
<td>Sylvia Martin</td>
<td>Instructional Assistant</td>
<td>$14.92/hr</td>
<td>10/10/18 (transfer of T. Hrinkovich)</td>
</tr>
<tr>
<td></td>
<td>LMMS</td>
<td>29 hrs/wk</td>
<td></td>
</tr>
<tr>
<td>Kristen Shiver</td>
<td>Remedial Assistant</td>
<td>$15.00/hr</td>
<td>10/10/18 (resignation of L. Rutkiewicz)</td>
</tr>
<tr>
<td></td>
<td>Wescosville ES</td>
<td>29 hrs/wk</td>
<td></td>
</tr>
<tr>
<td>Christine Cornish</td>
<td>Remedial Assistant</td>
<td>$15.00/hr</td>
<td>10/10/18 (resignation of M. Peracchia)</td>
</tr>
<tr>
<td></td>
<td>Alburts ES</td>
<td>29 hrs/wk</td>
<td></td>
</tr>
<tr>
<td>Tonya Rivera</td>
<td>HRN</td>
<td>$21.61/hr</td>
<td>10/15/18 (resignation of K. Wetzel)</td>
</tr>
<tr>
<td></td>
<td>LMMS</td>
<td>29 hrs/wk</td>
<td></td>
</tr>
</tbody>
</table>
e. Food Service 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>Theresa Uveno</td>
<td>Eyer MS</td>
<td>$11.15/hr</td>
<td>10/10/18</td>
</tr>
<tr>
<td>Lucille Townsend</td>
<td>Wescosville ES</td>
<td>$11.15/hr</td>
<td>10/10/18</td>
</tr>
</tbody>
</table>

(f. Supervisor of Secondary Curriculum (STEM) Appointment
(resignation of L. Witman to accept Assistant Superintendent position)

Name: Mike Mihalik
Education Level: B.A. Degree; M.S. Degree; M.Ed. Degree
Undergraduate School: University of Delaware
Graduate School: Oregon State University; University of Massachusetts Lowell
Certification: Admin. I: Principal PK-12
Instructional II: Earth & Space Science 7-12
Experience: 2005 – Present: East Penn SD; Science Teacher - EHS
Salary: $89,500
Effective: 12/10/18 or sooner if possible

g. Assistant Principal Appointment

Name: Heather Slatoff
Education Level: B.A. Degree; M.S. Degree
Undergraduate School: Muhlenberg College
Graduate School: Walden University
Assignment: LMMS
(resignation of T. Breiner & subsequent transfer of G. Annoni)
Certification: Administration I: Principal PK-12
Instructional II: Elem. K-6; Environmental Educ. PK-12;
Mid-Level Science 6-9
Experience: 2007 – Present: East Penn SD; Science Teacher
Salary: $89,500
Effective: 11/1/18 or sooner if possible

h. Additions to the 2018-2019 Per Diem Substitute List

- Laurie Harinsky  Instructional Assistant
- Roni Kaas  Instructional Assistant
- Gwenn Miller  Grades PK-4
- Mona Sehgal  Remedial Assistant
CORRECTIONS to the Annual Academic Position Appointments – Schedule A

Board Approved 2018-2019 Annual Academic Position Appointments
Michael Mauro - Science/SS Elementary Subject Area Leader (combined) $1,821

Correct Appointments:
Name Position Stipend
Michael Mauro Science Elementary Subject Area Leader $1,821
Michael Mauro Social Studies Elementary Subject Area Leader $1,821

Board Approved 2017-2018 Annual Academic Position Appointments
Michael Mauro - Science/SS Elementary Subject Area Leader (combined) $1,777

Correct Appointments:
Name Position Stipend
Michael Mauro Science Elementary Subject Area Leader $1,777
Michael Mauro Social Studies Elementary Subject Area Leader $1,777

2018-2019 Co-Curricular Appointments - Schedule B (Exhibit #2)

Salary Adjustments
Effective October 9, 2018, a one-time market adjustment to salary for Jordan Fortier, Assistant Principal:
Salary $87,500

Additions to the STA of Pennsylvania, Inc. Transportation Personnel List for the 2018-2019 School Year

<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>District approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driver</td>
<td>Bruce Snyder</td>
<td>8/30/2018</td>
</tr>
<tr>
<td>Driver</td>
<td>Johaun Allen</td>
<td>9/11/2018</td>
</tr>
<tr>
<td>Driver</td>
<td>Frednica Morris</td>
<td>9/18/2018</td>
</tr>
<tr>
<td>Monitor</td>
<td>Lydia Parra</td>
<td>9/20/2018</td>
</tr>
</tbody>
</table>

BUSINESS OPERATIONS

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 #3.
b. Disbursement of Funds

Motion by __________________, Seconded by __________________

RESOLVED, That the Board of School Directors of East Penn SD authorize the expenditure of funds from the Capital Reserve Fund, as per Exhibit #4.

c. Use of District Facilities- Group IV Organizations

Motion by __________________, Seconded by __________________

RESOLVED, That the Board of School Directors of East Penn SD grant permission for East Penn Children's Academy, 45 West Penn Avenue, Alburtis, PA, 18011, to rent the choral room and auditorium at Eyer MS on May 31 and June 1, 2018 to hold their rehearsal and recital.

Rental Fees
Auditorium – Rehearsal $100/hr
Auditorium – Event $105/hr
Choral Room $20/hr

d. Donation

Motion by __________________, Seconded by __________________

RESOLVED, That the Board of School Directors of East Penn SD accept a donation in the amount of $2,000.00 from Vergason Technology, Inc. towards the purchase of a Hotronix® Fusion IQ™ Heat Press for the graphic arts/screen printing lab at EHS.

8. 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 #5.

9. POLICY

a. Board Policy Review

➢ Second Reading – Update of Current Policies (Exhibit #6)

10. OTHER EDUCATIONAL ENTITIES

a. Nomination of Carbon Lehigh Intermediate Unit Board Member

Motion by __________________, Seconded by __________________

RESOLVED, That the Board of School Directors of East Penn SD nominate ________________ as the new CLIU Board Member to represent the district to fulfill Ms. Allen’s unexpired term through June 30, 2019. In the Spring of 2019, the candidate’s name will then be placed on the CLIU Board annual election ballot to fulfill Ms. Allen’s unexpired term from July 1, 2019 through June 30, 2021.
b. Lehigh Career & Technical Institute – Report

> JOC Members: Mr. Byrd, Mr. Champagne, Mr. Flanders, Mr. Smith

11. LEGISLATIVE

a. Report - C. Ballard

12. OTHER ITEMS – Information Only

a. iPad Lease Agreement - Apple Inc. (Exhibit #7)

b. ArbiterPay - User Agreement for ArbiterPay Payors (Exhibit #8)

c. Flex Spending - PNC Benefit Plus Administrative Services Agreement (Exhibit #9)
13. ANNOUNCEMENTS

a. Executive Session: Monday, October 8, 2018 – 7:00 PM

b. Next Board Meeting: Monday, October 22 2018 – 7:30 PM

14. ADJOURN
EXHIBITS

October 8, 2018
October 4, 2018

East Penn School District
District Office
800 Pine Street
Emmaus, PA 18049

To Whom It May Concern:

Please accept my resignation as Earth & Space Science Teacher at Emmaus High School, pending my board approval as Supervisor of Secondary Curriculum (STEM) on October 8, 2018. I also resign from my co-curricular positions of High School Science Department Chair and Equipment Manager.

I have thoroughly enjoyed my time in the classroom at Emmaus High School, but I look forward to the opportunity to work with more students, more colleagues, and more leaders in this new role.

Sincerely,

[Signature]

Mike Mihalik
October 1, 2018

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

Dear Mrs. Afflerbach,

Please accept my resignation as an eighth grade Science Teacher at Lower Macungie Middle School, pending my board approval as Assistant Principal of Lower Macungie Middle School on October 8, 2018. I also resign my co-curricular positions of Team Leader and Middle-Level Science Department Chair. I am looking forward to my new role in East Penn.

Sincerely,

Heather Slatoff

Heather Slatoff
October 3, 2018

Atttn: Mrs. Jessica Afflerbach
Human Resources
800 Pine Street
Emmaus, PA 18049

Dear Mrs. Afflerbach,

Please accept this letter of resignation in my position as Supervisor of Secondary Curriculum effective September 11, 2018. I look forward to continuing my career with East Penn as Assistant Superintendent.

Thank you,

Laura Witman
## 2018-2019 Schedule B
Co-Curricular Appointments
October 8, 2018

<table>
<thead>
<tr>
<th>School</th>
<th>Name</th>
<th>Position</th>
<th>Contract/Club</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eyer</td>
<td>Carrie England</td>
<td>Extended Learning Program</td>
<td></td>
<td>$38.11/Session</td>
<td>Max 8 Sessions Per Month for 7 Months</td>
</tr>
<tr>
<td>EHS</td>
<td>Jayne Espenshade</td>
<td>Young Republicans Club</td>
<td>Club C</td>
<td>$1,303.00</td>
<td>Replacing Melissa Moxley for 2018 - 2019.</td>
</tr>
<tr>
<td>EHS</td>
<td>Sarah Kinzel</td>
<td>Activism Club</td>
<td>Club C</td>
<td>$1,303.00</td>
<td>Changed from Volunteer to Club C. New Club for 2018 - 2019.</td>
</tr>
<tr>
<td>EHS</td>
<td>Kevin Ruppert</td>
<td>Power Tech Club</td>
<td>Volunteer</td>
<td>$0.00</td>
<td>New Club for 2018 - 2019.</td>
</tr>
<tr>
<td>EHS</td>
<td>W. Scott Ramson</td>
<td>Power Tech Club</td>
<td>Volunteer</td>
<td>$0.00</td>
<td>New Club for 2018 - 2019.</td>
</tr>
<tr>
<td>Eyer</td>
<td>Anthony Semler</td>
<td>Extended Learning Program</td>
<td></td>
<td>$38.11/Session</td>
<td>Max 8 Sessions Per Month for 7 Months</td>
</tr>
<tr>
<td>LMMS</td>
<td>Jenifer Trautmann</td>
<td>Costume Design</td>
<td>Contract</td>
<td>$646.00</td>
<td>Non-Employee Spring Musical</td>
</tr>
<tr>
<td>LMMS</td>
<td>Sarah Vaeth</td>
<td>Field Hockey Volunteer Assistant</td>
<td>Volunteer</td>
<td>$0.00</td>
<td>Non-Employee</td>
</tr>
<tr>
<td>EHS</td>
<td>Julie Williams</td>
<td>Lacrosse Assistant Coach (Girls)</td>
<td>Contract</td>
<td>$3,374.00</td>
<td></td>
</tr>
<tr>
<td>Middle School</td>
<td>Joseph Wright</td>
<td>Wrestling Volunteer Assistant</td>
<td>Volunteer</td>
<td>$0.00</td>
<td>Non-Employee</td>
</tr>
</tbody>
</table>
## Fund Accounting Check Summary

**KEY BANK-GENFUND - From 07/01/2018 To 06/30/2019**

Note: Output selection limited to transactions dated between 09/21/2018 and 10/08/2018

<table>
<thead>
<tr>
<th>Check #</th>
<th>Vendor Name</th>
<th>Description Of Purchase</th>
<th>Check Amount</th>
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</thead>
<tbody>
<tr>
<td>00000LVHN</td>
<td>EP SD CAPITAL RESERVE FUND</td>
<td>ANNUAL CONTRIBUTION</td>
<td>150,000.00</td>
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<tr>
<td>00039571</td>
<td>A-B-E LABORATORY</td>
<td>RPR &amp; MAINT SVCS EQUIP</td>
<td>200.00</td>
</tr>
<tr>
<td>00039572</td>
<td>ABA SUPPORT SERVICES LLC</td>
<td>OTHER PROFESSIONAL SVC</td>
<td>5,425.00</td>
</tr>
<tr>
<td>00039573</td>
<td>OVERHEAD DOOR CORP</td>
<td>REPAIRS &amp; MAINT BLDGS</td>
<td>651.72</td>
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<tr>
<td>00039574</td>
<td>ADVANCED DISPOSAL SERVICES INC</td>
<td>DISPOSAL SERVICES</td>
<td>6,720.80</td>
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<td>00039575</td>
<td>ALBURTIS RECREATION CENTER</td>
<td>RENTAL OF LAND &amp; BLDGS</td>
<td>500.00</td>
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<tr>
<td>00039576</td>
<td>ALL ELECTRONICS CORP</td>
<td>GENERAL SUPPLIES</td>
<td>394.81</td>
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<tr>
<td>00039577</td>
<td>ALLENTOWN SEWING MACHINE</td>
<td>RPR &amp; MAINT SVCS EQUIP</td>
<td>740.12</td>
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<tr>
<td>00039578</td>
<td>AMAZON</td>
<td>BOOKS AND PERIODICALS</td>
<td>11,112.58</td>
</tr>
<tr>
<td>00039579</td>
<td>MIKE ANGLESTEIN</td>
<td>TECHNICAL SERVICES</td>
<td>78.00</td>
</tr>
<tr>
<td>00039580</td>
<td>DEBBIE ANTHONY</td>
<td>TECHNICAL SERVICES</td>
<td>67.00</td>
</tr>
<tr>
<td>00039581</td>
<td>JOHN APOSTOLOU</td>
<td>TECHNICAL SERVICES</td>
<td>73.00</td>
</tr>
<tr>
<td>00039582</td>
<td>ARTS ACADEMY CHARTER SCHOOL</td>
<td>TUITION TO PA CHARTER</td>
<td>19,762.67</td>
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<tr>
<td>00039583</td>
<td>THE ART STORE INC</td>
<td>GENERAL SUPPLIES</td>
<td>25.83</td>
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<td>00039584</td>
<td>ASCD</td>
<td>DUES &amp; FEES</td>
<td>178.00</td>
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<tr>
<td>00039585</td>
<td>AUTOZONE</td>
<td>GENERAL SUPPLIES</td>
<td>390.76</td>
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<tr>
<td>00039586</td>
<td>BARNES &amp; NOBLE</td>
<td>BOOKS AND PERIODICALS</td>
<td>538.95</td>
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<tr>
<td>00039587</td>
<td>BAYADA HOME HEALTH CARE INC</td>
<td>OTHER PURCHASED PRO/TEC</td>
<td>980.50</td>
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<td>00039588</td>
<td>BECKER'S SCHOOL SUPPLIES</td>
<td>GENERAL SUPPLIES</td>
<td>23.84</td>
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<td>00039589</td>
<td>KIM BEIDLEMAN</td>
<td>TECHNICAL SERVICES</td>
<td>61.00</td>
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<td>00039590</td>
<td>BENCHMARK EDUCATION COMPANY</td>
<td>GENERAL SUPPLIES</td>
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<td>00039591</td>
<td>PAUL BENTO</td>
<td>TECHNICAL SERVICES</td>
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</tr>
<tr>
<td>00039592</td>
<td>HARRY BIRKHIMER</td>
<td>TECHNICAL SERVICES</td>
<td>86.00</td>
</tr>
<tr>
<td>00039593</td>
<td>JOANNA MCD Vie T BLOSE</td>
<td>TECHNICAL SERVICES</td>
<td>57.00</td>
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<tr>
<td>00039594</td>
<td>JOSEPH BRANDON</td>
<td>TECHNICAL SERVICES</td>
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<tr>
<td>00039595</td>
<td>DENNIS BRONG</td>
<td>TECHNICAL SERVICES</td>
<td>54.00</td>
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<td>00039596</td>
<td>BSN - SPORT SUPPLY GROUP</td>
<td>GENERAL SUPPLIES</td>
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<td>00039597</td>
<td>BUSS PAINTS</td>
<td>GENERAL SUPPLIES</td>
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<tr>
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<td>CARBON LEHIGH INTERMED UNIT 21</td>
<td>OTHER MISC PURC SERVICE</td>
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<td>CARBON LEHIGH IU 21</td>
<td>PRO- ED SVCS - IUS</td>
<td>96,362.75</td>
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<tr>
<td>00039600</td>
<td>KENNETH CARL</td>
<td>TECHNICAL SERVICES</td>
<td>41.00</td>
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<tr>
<td>00039601</td>
<td>CENTRAL SUSQUEHANNA IU</td>
<td>TECH SUPPLIES &amp; FEES</td>
<td>37,594.80</td>
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<tr>
<td>00039602</td>
<td>MARK CESARE</td>
<td>TECHNICAL SERVICES</td>
<td>78.00</td>
</tr>
<tr>
<td>00039603</td>
<td>CETRONIA AMBULANCE CORPS, INC</td>
<td>OTHER PROFESSIONAL SVC</td>
<td>150.00</td>
</tr>
</tbody>
</table>

* Denotes Non-Negotiable Transaction

**EXHIBIT #3**

10/04/2018 09:29:46 AM

EAST PENN SCHOOL DISTRICT
# Fund Accounting Check Summary

**KEY BANK-GENFUND** - From 07/01/2018 To 06/30/2019

Note: Output selection limited to transactions dated between 09/21/2018 and 10/08/2018

<table>
<thead>
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<th>Check #</th>
<th>Vendor Name</th>
<th>Description Of Purchase</th>
<th>Check Amount</th>
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<tbody>
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<td>00039604</td>
<td>KRIS CHECK</td>
<td>TECHNICAL SERVICES</td>
<td>70.00</td>
</tr>
<tr>
<td>00039605</td>
<td>CHESTER COUNTY INTERMEDIATE UNIT</td>
<td>TUITION TO OTHER LEA</td>
<td>5,746.65</td>
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<tr>
<td>00039606</td>
<td>CIRCLE OF SEASONS CHARTER SCHOOL</td>
<td>TUITION TO PA CHARTER</td>
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<tr>
<td>00039607</td>
<td>C.J. WAGNER BOWLING SUPPLIES</td>
<td>GENERAL SUPPLIES</td>
<td>944.00</td>
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<tr>
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* Denotes Non-Negotiable Transaction

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

10/04/2018 09:29:47 AM  EAST PENN SCHOOL DISTRICT  Page 2
## Fund Accounting Check Summary

**KEY BANK-GENFUND** - From 07/01/2018 To 06/30/2019

*Note: Output selection limited to transactions dated between 09/21/2018 and 10/08/2018*

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### Notes
- * Denotes Non-Negotiable Transaction
- # - Payables within Check
- P - Prenote
- d - Direct Deposit
- c - Credit Card Payment

10/04/2018 09:29:47 AM  EAST PENN SCHOOL DISTRICT  Page 3
## Fund Accounting Check Summary

**KEY BANK-GENFUND - From 07/01/2018 To 06/30/2019**

Note: Output selection limited to transactions dated between 09/21/2018 and 10/08/2018

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- **#** - Payables within Check
- **P** - Prenote
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10/04/2018 09:29:47 AM

EAST PENN SCHOOL DISTRICT
# Fund Accounting Check Summary

**KEY BANK-GENFUND - From 07/01/2018 To 06/30/2019**

Note: Output selection limited to transactions dated between 09/21/2018 and 10/08/2018

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* Denotes Non-Negotiable Transaction

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

10/04/2018 09:29:47 AM  
EAST PENN SCHOOL DISTRICT  
Page 5
### Fund Accounting Check Summary

**KEY BANK-GENFUND - From 07/01/2018 To 06/30/2019**

**Note:** Output selection limited to transactions dated between 09/21/2018 and 10/08/2018

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* Denotes Non-Negotiable Transaction

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

10/04/2018 09:29:47 AM  EAST PENN SCHOOL DISTRICT  Page 6
## Fund Accounting Check Summary

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* Denotes Non-Negotiable Transaction

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

10/04/2018 09:29:47 AM  
EAST PENN SCHOOL DISTRICT  
Page 8
# Fund Accounting Check Summary

## KEY BANK-GENFUND - From 07/01/2018 To 06/30/2019

Note: Output selection limited to transactions dated between 09/21/2018 and 10/08/2018

## Table

<table>
<thead>
<tr>
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* Denotes Non-Negotiable Transaction

## Details

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

10/04/2018 09:29:47 AM

EAST PENN SCHOOL DISTRICT
Fund Accounting Check Summary
KEY BANK-GENFUND - From 07/01/2018 To 06/30/2019

Note: Output selection limited to transactions dated between 09/21/2018 and 10/08/2018

Check # Vendor Name Description Of Purchase Description Of Purchase Check Amount
*D0000520 JONATHAN ZOLOMIJ EYE CARE INSURANCE HOSPITALIZATION 32.90 d
*P/R-10/4 EAST PENN SCHOOL DISTRICT PAYROLL HOSPITALIZATION 3,751,892.42
*VD-35410 PENNCREST GIRLS VOLLEYBALL VOID 35410; DID NOT ATTEND TOURNEY -225.00
*VD-38191 DOTTI W SURACI VOID CK 38191 VD-38191 -500.00
*VD-39538 ST. ANN CATHOLIC CHURCH & SCHOOL VOID 39538 & REISSUE; AMOUNT CORRE -1,133.72

10-GENERAL FUND 5,325,925.70

Grand Total Manual Checks : 3,900,033.70
Grand Total Regular Checks : 1,201,680.24
Grand Total Direct Deposits: 224,211.76
Grand Total Credit Card Payments: 0.00
Grand Total All Checks : 5,325,925.70

# - Payables within Check * Denotes Non-Negotiable Transaction
P - Prenote d - Direct Deposit c - Credit Card Payment
10/04/2018 09:29:47 AM EAST PENN SCHOOL DISTRICT Page 10
Fund Accounting Check Summary
CAPITAL RESERVE - From 10/08/2018 To 10/08/2018
Note: Output selection limited to transactions dated between 09/25/2018 and 10/08/2018

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<td></td>
<td>PROTECTION LP</td>
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32-CAPITAL RESERVE FUND  
Grand Total Manual Checks : 0.00  
Grand Total Regular Checks : 5,119.19  
Grand Total Direct Deposits: 0.00  
Grand Total Credit Card Payments: 0.00  
Grand Total All Checks : 5,119.19

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

* Denotes Non-Negotiable Transaction

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EAST PENN SCHOOL DISTRICT
Page 1
**Educational Conferences**

<table>
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<tr>
<th>Conference Title</th>
<th>Location</th>
<th>Date(s)</th>
<th>Attending</th>
<th>Position/Building</th>
<th>Cost</th>
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<tr>
<td>School Wide Positive Behavior Interventions &amp; Support Training – Tier 2</td>
<td>PaTTAN – Malvern, PA</td>
<td>October 17, 2018</td>
<td>Sallie Yencho</td>
<td>Principal/Macungie ES</td>
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<td>October 17, 2018</td>
<td>Melissa Saylor</td>
<td>1st Gr. Teacher/Macungie ES</td>
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<td>October 17, 2018</td>
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<td>Jennifer Thomas</td>
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<td>School Wide Positive Behavior Interventions &amp; Support Team Training</td>
<td>CLIU21 – Schnecksville, PA</td>
<td>December 11, 2018 &amp; January 15, 2019</td>
<td>Elizabeth Babbin</td>
<td>Guidance Counselor/Macungie ES</td>
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<td>School Wide Positive Behavior Interventions &amp; Support Reboot</td>
<td>CLIU21 – Schnecksville, PA</td>
<td>October 10, 2018</td>
<td>Drew Hinkel</td>
<td>Principal/Jefferson ES</td>
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EXHIBIT #5
Conference Title: School Wide Positive Behavior Interventions & Support
Location: CLIU21 – Schnecksville, PA
Date(s): October 10, 2018
Attending: Tanya Hacker
Position/Building: 2nd Gr. Teacher/Jefferson ES
Cost: $0

Conference Title: School Wide Positive Behavior Interventions & Support
Location: CLIU21 – Schnecksville, PA
Date(s): October 10, 2018
Attending: Kati Rodrigues
Position/Building: 5th Gr. Teacher/Jefferson ES
Cost: $0

Conference Title: School Wide Positive Behavior Interventions & Support
Location: CLIU21 – Schnecksville, PA
Date(s): October 10, 2018
Attending: Rosalie Gallagher
Position/Building: IST/Jefferson ES
Cost: $0

Conference Title: Building Transition Capacity: A Focus on Secondary Transition IEP Alignment
Location: CLIU21 – Schnecksville, PA
Date(s): October 11, 2018
Attending: Heather Schrack
Position/Building: Learning Support/Jefferson ES
Cost: $31.08

Conference Title: Building Transition Capacity: A Focus on Secondary Transition IEP Alignment
Location: CLIU21 – Schnecksville, PA
Date(s): October 11, 2018
Attending: Lynn Gitski
Position/Building: Learning Support/EHS
Cost: $31.08

Conference Title: Building Transition Capacity: A Focus on Secondary Transition IEP Alignment
Location: CLIU21 – Schnecksville, PA
Date(s): October 11, 2018
Attending: Kevin Remaly
Position/Building: Learning Support/EHS
Cost: $31.08

Conference Title: Building Transition Capacity: A Focus on Secondary Transition IEP Alignment
Location: CLIU21 – Schnecksville, PA
Date(s): October 11, 2018
Attending: Amy McConlogue
Position/Building: Learning Support/EHS
Cost: $31.08
Conference Title: Building Transition Capacity: A Focus on Secondary Transition IEP Alignment  
Location: CLIU21 – Schnecksville, PA  
Date(s): October 11, 2018  
Attending: Stacy Knecht  
Position/Building: Learning Support/EHS  
Cost: $31.08

Conference Title: 21st Annual Kutztown University Children’s Literature Conference  
Location: Kutztown University – Kutztown, PA  
Date(s): April 13, 2019  
Attending: Loni Weller  
Position/Building: Librarian/Willow Lane ES  
Cost: $60.00

Conference Title: Apple’s Everyone Can Code Workshop  
Location: IU13 – Lancaster, PA  
Date(s): October 23, 2018  
Attending: Dylan Peters  
Position/Building: Technology Integration Specialist/Administration  
Cost: $88.85

Conference Title: Apple’s Everyone Can Code Workshop  
Location: IU13 – Lancaster, PA  
Date(s): October 23, 2018  
Attending: Heather Moser  
Position/Building: Technology Integration Specialist/Administration  
Cost: $87.76

Conference Title: KidsPeace - Understanding of Services Provided  
Location: KidsPeace - Orefield, PA  
Date(s): October 9, 2018  
Attending: Barbara Frewald  
Position/Building: CSN/Shoemaker ES  
Cost: $16.67

Conference Title: Intensive Skills Training in ABA (Boot Camp)  
Location: PaTTAN – Harrisburg, PA  
Date(s): October 30 – November 1, 2018  
Attending: Sirena Werst  
Position/Building: Autistic Support/Wescosville ES  
Cost: $54.00

Conference Title: Intensive Skills Training in ABA (Boot Camp)  
Location: PaTTAN – Harrisburg, PA  
Date(s): October 30 – November 1, 2018  
Attending: Erin Ammary  
Position/Building: Autistic Support/Wescosville ES  
Cost: $54.00 (Title II Funds)
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<th>Attending</th>
<th>Position/Building</th>
<th>Cost</th>
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<td>Content Area Networking Group – Social Studies 6-12</td>
<td>CLIU21 – Schnecksville, PA</td>
<td>February 6, 2019</td>
<td>Ashley Landis</td>
<td>7th Gr. SS/LMMS</td>
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<td>Erin Knecht</td>
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<td>Lehigh County SAP Consortium</td>
<td>Cedar Crest College - Allentown, PA</td>
<td>October 9, 2018</td>
<td>Amy Wikert</td>
<td>HWF Teacher/LMMS</td>
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<td>Lehigh County SAP Consortium</td>
<td>Cedar Crest College - Allentown, PA</td>
<td>October 9, 2018</td>
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<td>October 9, 2018</td>
<td>Gregory Annoni</td>
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<td>Lehigh County SAP Consortium</td>
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<td>Cedar Crest College - Allentown, PA</td>
<td>October 9, 2018</td>
<td>Brian Harkness</td>
<td>Science Teacher/EHS</td>
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Conference Title: Lehigh County SAP Consortium
Location: Cedar Crest College - Allentown, PA
Date(s): October 9, 2018
Attending: Sally Hanzlik
Position/Building: SS Teacher/EHS
Cost: $-0-

Conference Title: Diagnosing and Treating Anxious Children & Adolescents
Location: Lancaster Host Hotel – Lancaster, PA
Date(s): November 15 – 16, 2018
Attending: Peter Slay
Position/Building: School Psychologist/LMMS
Cost: $390.00

Conference Title: Effects of Technology on Students: Relaxation for our Anxious Students
Location: CLIU21 – Schnecksville, PA
Date(s): November 12, 2018; February 4 & March 25, 2019
Attending: Brenda Ringer
Position/Building: Guidance Counselor/Shoemaker ES
Cost: $50.00

Conference Title: Effects Technology is Having on Our Students
Location: CLIU21 – Schnecksville, PA
Date(s): November 12, 2018
Attending: Jennifer Carolla
Position/Building: Guidance Counselor/EHS
Cost: $-0-

Conference Title: Effects Technology is Having on Our Students
Location: CLIU21 – Schnecksville, PA
Date(s): November 12, 2018
Attending: Alyssa Pilsits
Position/Building: Guidance Counselor/Willow Lane ES
Cost: $-0-

Conference Title: Yoga & Relaxing Techniques to Help Calm Students
Location: CLIU21 – Schnecksville, PA
Date(s): February 4, 2019 (snow date February 11th)
Attending: Alyssa Pilsits
Position/Building: Guidance Counselor/Willow Lane ES
Cost: $-0-

Conference Title: Relaxing Techniques to Help Students and Ourselves
Location: CLIU21 – Schnecksville, PA
Date(s): February 4, 2019 (snow date February 11th)
Attending: Jennifer Carolla
Position/Building: Guidance Counselor/EHS
Cost: $-0-
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<td>School Safety &amp; Security Exchange</td>
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<td>Thomas Mirabella</td>
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<td>2018 Annual Conference – National Assoc. of Education of Young Children</td>
<td>Washington, DC</td>
<td>November 16, 2018</td>
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<td>AIM – Accept, Identify, Move</td>
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<td>October 29 – 30, 2018</td>
<td>Sandra Joseph</td>
<td>Supervisor Special Ed. - EHS/Administration</td>
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Conference Title: Teaching, Learning & Technology Summit
Location: Lehigh University – Bethlehem, PA
Date(s): October 15, 2018
Attending: Michele James
Position/Building: Supervisor Elementary Curriculum (STEM)/Administration
Cost: $65.47

Conference Title: Teaching, Learning & Technology Summit
Location: Lehigh University – Bethlehem, PA
Date(s): October 15, 2018
Attending: Heather Moser
Position/Building: Technology Integration Specialist/Administration
Cost: $65.47

Conference Title: Teaching, Learning & Technology Summit
Location: Lehigh University – Bethlehem, PA
Date(s): October 15, 2018
Attending: Laura Witman
Position/Building: Assistant Superintendent/Administration
Cost: $65.47 (Title II Funds)

Conference Title: Teaching, Learning & Technology Summit
Location: Lehigh University – Bethlehem, PA
Date(s): October 15, 2018
Attending: Bryan Svencer
Position/Building: 4th Gr. Teacher/Lincoln ES
Cost: $62.09

Conference Title: Teaching, Learning & Technology Summit
Location: Lehigh University – Bethlehem, PA
Date(s): October 15, 2018
Attending: Brent Haley
Position/Building: Business Teacher/Eyer MS
Cost: $68.31

Conference Title: Teaching, Learning & Technology Summit
Location: Lehigh University – Bethlehem, PA
Date(s): October 15, 2018
Attending: Dylan Peters
Position/Building: Technology Integration Specialist/Administration
Cost: $65.47

Conference Title: Teaching, Learning & Technology Summit
Location: Lehigh University – Bethlehem, PA
Date(s): October 15, 2018
Attending: Philip Fisher
Position/Building: Business Teacher/LMMS
Cost: $66.67

October 8, 2018
<table>
<thead>
<tr>
<th>Conference Title</th>
<th>Location: CLIU21 – Schnecksville, PA</th>
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<tr>
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<tr>
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<td>Position/Building:</td>
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<td>Attending:</td>
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<tr>
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<td>2019 PASBO Annual Conference</td>
<td>Hershey Lodge &amp; Convention Center - Hershey, PA</td>
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<td>108</td>
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<td>246</td>
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<td>Suspensions/Furloughs</td>
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Key:  
S = Superintendent  
AS = Assistant Superintendent  
BS = Board Solicitor  
AI = Administrative Input
<table>
<thead>
<tr>
<th>Book</th>
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1. 24 P.S. 407
2. 65 Pa. C.S.A. 701 et seq
3. 24 P.S. 422
4. 24 P.S. 405
5. 24 P.S. 426
6. 24 P.S. 427
7. 24 P.S. 428
8. 65 Pa. C.S.A. 703
9. 65 Pa. C.S.A. 709
10. 24 P.S. 423
11. 24 P.S. 421
12. 24 P.S. 425
13. Pol. 903
14. 24 P.S. 324
15. 24 P.S. 508
16. 24 P.S. 609
17. 24 P.S. 687
18. 24 P.S. 707
19. 24 P.S. 671
20. 24 P.S. 634
21. 24 P.S. 1129
22. 24 P.S. 640
23. 24 P.S. 803
24. Pol. 108
25. 24 P.S. 1071
26. 24 P.S. 1076
27. Pol. 604
28. Pol. 005
29. Pol. 606
30. Pol. 605
31. Pol. 107
32. 24 P.S. 621
33. Pol. 608
34. Pol. 610
35. 24 P.S. 1080
36. 24 P.S. 514
37. 24 P.S. 702
38. 24 P.S. 708
39. 24 P.S. 315
40. Pol. 004
41. Pol. 003
42. 24 P.S. 224
43. 24 P.S. 212
44. 65 Pa. C.S.A. 1102
45. 65 Pa. C.S.A. 1103
46. Pol. 827
47. 24 P.S. 1111
48. 24 P.S. 518
49. 65 Pa. C.S.A. 706
50. 65 Pa. C.S.A. 705
51. 24 P.S. 433
52. Pol. 800
53. Pol. 801
54. Pol. 006
55. 65 Pa. C.S.A. 707
56. 65 Pa. C.S.A. 708
24 P.S. 1075
24 P.S. 1077
24 P.S. 408
65 Pa. C.S.A. 1101 et seq
Pol. 612

Adopted November 9, 2015

**Parliamentary Authority**

All Board meetings shall be conducted in an orderly and business-like manner. Robert’s Rules of Order, Newly Revised (2011 Edition, 11th Edition) shall govern the Board in its deliberations in all cases in which it is not inconsistent with law, state regulations or Board procedures.[1] [2]

**Quorum**

A quorum shall consist of a majority of the members of the Board. No business shall be transacted at a meeting without a quorum, but the Board members present at such a meeting may adjourn to another time.[3]

**Presiding Officer**

The President shall preside at all Board meetings. In the absence, disability or disqualification of the President, the Vice-President shall act instead. If neither person is present, a Board member shall be elected President pro tempore by a majority of those present and voting to
preside at that meeting only. Where no such majority is achieved on the first vote, a second vote shall be cast for the two (2) candidates who received the greatest number of votes.[4][5][6][7]

**Notice**

Notice of all public Board meetings, including committee meetings and work sessions, shall be given by publication of the date, place, and time of such meetings in the newspaper(s) of general circulation designated by the Board and posting of such notice at the administrative offices of the Board.[8][9]

1. Notice of regular meetings shall be given by publication and posting of a schedule showing the date, place and time of all regular meetings for the calendar year at least three (3) days prior to the time of the first regular meeting.[8][9]

2. Notice of all special meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting, except that such notice shall be waived when a special meeting is called to deal with an actual emergency involving a clear and present danger to life or property.[8][9]

3. Notice of all rescheduled meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting.[8][9]

4. Notice of all recessed or reconvened meetings shall be given by posting a notice of the place, date and time of the meeting and sending copies of such notice to interested parties.[8]

5. Notice of all public meetings shall be given to any newspaper(s) circulating in Lehigh County and any radio or television station which so requests. Notice of all public meetings shall be given to any individual who so requests and provides a stamped, addressed envelope for such notification.[9]

Notice of each regular meeting shall be given to Board members at least four (4) days prior to each meeting.

Notice of all rescheduled meetings and special meetings shall be given to Board members at least twenty-four (24) hours prior to the time of the meeting.[9][10]

**Regular Meetings**

Regular Board meetings shall be public and shall be held at specified places at least once every two (2) months.[2][11]

**Agenda**

All Board members have the right to suggest items and resolutions to be placed on the agenda. Board members shall submit agenda items to the Board Secretary by the close of the business day one (1) week prior to the following Board meeting.

It shall be the responsibility of the Board President, Superintendent, and Board Secretary to jointly prepare an agenda of the items of business to come before the Board at each regular meeting.
The agenda, together with all relevant reports, shall be delivered to each Board member at least four (4) days before the meeting.

If the agenda includes an item of business related to removal of an officer of the Board, the agenda shall be provided to each Board member at least seven (7) days before the meeting.

Board members are expected to read the information provided them and to contact the Superintendent to request clarification of information provided to assist them in their decision-making responsibilities.

Agendas and minutes of public Board meetings shall be made available to the bargaining agent of the teacher’s bargaining unit upon request, in accordance with the collective bargaining agreement.

**Special Meetings**

Special meetings may be called for special or general purposes and shall be public except when conducted as an executive session for purposes authorized by law.[2][5][10][12]

The President may call a special meeting at any time and shall call a special meeting upon presentation of the written requests of three (3) Board members. Upon the President's failure or refusal to call a special meeting, such meeting may be called at any time by a majority of the Board members.[5]

No business shall be transacted at any special meeting except that named in the call sent to members for such special meeting.[10]

**Public Participation**

At each public Board meeting, prior to official action by the Board, district residents and taxpayers, and others at the discretion of the presiding officer, may address the Board in accordance with law and Board procedures and policy. The address is limited to three (3) minutes per individual speaker. Time may not be yielded or otherwise transferred by a speaker to another member of the public wishing to address the Board.[2][13]

**Voting**

All motions shall require for adoption a majority vote of those Board members present and voting, except as provided by statute or Board procedures.

Before actions by the Board are requested or recommended, the Board shall be provided with adequate data and back-up information to assist the Board in reaching sound and objective decisions consistent with established goals.

All votes on motions and resolutions shall be by voice vote unless an oral roll call vote is requested by the President or another Board member.

*Special Voting Requirements –*

*Indicates actions for which the minutes also must reflect how each Board member voted.*
1. Actions requiring the unanimous affirmative vote of all members of the Board remaining in office:
   
   a. Appoint as Board Secretary a former school director who has resigned, before the expiration of the term for which the director was elected.*[14][15]
   
   b. Appoint as solicitor a former school director who has resigned, before the expiration of the term for which the director was elected.*[14][15]

2. Actions requiring the affirmative votes of two-thirds of the full membership of the Board:
   
   a. Transferring, during the first three (3) months of the fiscal year, budgeted funds set apart or appropriated to a particular item of expenditure.*[15][16][17]
   
   b. Adding or increasing appropriations to meet an emergency or catastrophe.*[15][17]
   
   c. Hiring as a teacher a former school director who has resigned, before the expiration of the term for which the director was elected.*[14][15]
   
   d. Conveying land or buildings to certain charities or other public agencies without following prescribed valuation procedures or with more favorable financing.*[15][18]
   
   e. Fixing the fiscal year to begin on the first day of January.[19]
   
   f. Incurring temporary debt (non-emergency).*[17][20]
   
   g. Dismissing a tenured professional employee after a hearing.*[15][21]
   
   h. Borrowing in anticipation of current revenue.*[15][22]

3. Actions requiring the affirmative votes of two-thirds of those voting in the presence of a quorum:
   
   a. Incurring temporary debt to meet an emergency or catastrophe.*[15][17]
   
   b. Adopting or changing textbooks without the recommendation of the Superintendent.*[15][23]

4. Actions requiring the affirmative votes of a majority of the full membership of the Board:
   
   a. Fixing the length of the school term.*[15]
   
   b. Adopting textbooks recommended by the Superintendent.*[15][24]
   
   c. Appointing the district Superintendent and Assistant Superintendent(s).*[15][25][26]
   
   d. Appointing teachers and principals.*[15]
   
   e. Adopting the annual budget.*[15][27]
f. Appointing tax collectors and other appointees.*[15][28][29]

g. Levying and assessing taxes.*[15][30]

h. Purchasing, selling, or condemning land.*[15]

i. Locating new buildings or changing the location of old ones.*[15]

j. Creating or increasing any indebtedness.*[15]

k. Adopting planned instruction.[15][31]

l. Establishing additional schools or departments.*[15]

m. Designating depositories for school funds.*[15][32][33]

n. Authorizing the transfer of any unencumbered balance, or portion thereof, from one appropriation to another, or from one spending agency to another during the last nine (9) months of the fiscal year.*[15][17]

o. Entering into contracts of any kind, including contracts for the purchase of fuel or any supplies where the amount involved exceeds $100 (including items subject to bid requirements).*[15][34]

p. Fixing salaries or compensation of officers, teachers, or other appointees of the Board.*[15]

q. Entering into contracts with and making appropriations to the intermediate unit for the district’s proportionate share of the cost of services provided or to be provided by the intermediate unit.*[15]

r. Dismissing, after a hearing, a Superintendent, Assistant Superintendent or non-tenured teacher.*[15][35][36]

s. Determining the location and amount of any real estate required by the school district for school purposes.*[15][37]

t. Vacating and abandoning property to which the Board has title.*[15][38]

u. Appointing a school director to fill a vacancy on the Board.*[15][39]

v. Calling a special meeting when the President has failed to do so after written request of three (3) members of the Board.[5]

w. Declaring that a vacancy exists on the Board by reason of the failure or neglect of a school director to qualify.[40]

x. Adopting, amending or repealing Board procedures and policy.[41]

y. Combining or reorganizing into a larger school district.[42]

z. Adopting a corporate seal for the district.[43]
A Board member shall be required to abstain from voting when the issue involves either one of the following:

1. **Conflict of interest under the Ethics Act.**

Prior to the vote being taken, the Board member shall verbally disclose the nature of the conflict in public, and shall also provide the Board Secretary with a written memorandum stating the nature of the conflict, which shall be attached to the Board minutes as a public record.

**Conflict of interest** - use by a public official of the authority of his/her office or any confidential information received through his/her holding public office for the private pecuniary benefit of him/herself, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated. The term does not include an action having a de minimis economic impact or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes the public official, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated.

**De minimis economic impact** – an economic consequence which has an insignificant effect.

**Immediate family** – parent, spouse, child, brother or sister.

**Business with which associated** – any business in which the person or a member of the person's immediate family is a director, officer, owner, employee or has a financial interest.

2. Relative recommended for appointment to or dismissal from a teaching position.

**Relative** – father, mother, brother, sister, husband, wife, son, daughter, stepson, stepdaughter, grandchild, nephew, niece, first cousin, sister-in-law, brother-in-law, uncle, or aunt.

The Board is encouraged to seek the guidance of the district solicitor or the State Ethics Commission for questions related to conflict of interest.

**Minutes**

The Board shall cause to be made, and shall retain as a permanent record of the district, minutes of all open Board meetings. Said minutes shall be comprehensible and complete and shall show:

1. Date, place, and time of the meeting.
2. Names of Board members present.
3. Presiding officer.
4. Substance of all official actions.
5. Actions taken.

6. Recorded votes and a record by individual members of all roll call votes taken. [50]

7. Names of all members of the public who appeared officially and the subject of their testimony.

The Board Secretary shall provide each Board member with a copy of the minutes of the last meeting at least four (4) days prior to the next regular meeting. [1]

The minutes of Board meetings shall be approved at the next succeeding meeting and signed by the Board Secretary. [51]

Notations and any tape or audiovisual recordings shall not be the official record of a public Board meeting but may be available for public access, upon request, in accordance with Board policy. Any notations and/or audiovisual recordings of a Board meeting shall be retained and disposed of in accordance with the district’s records retention schedule. [1][52][53]

**Recess/Reconvene**

The Board may at any time recess or reconvene to a reconvened meeting at a specified date and place, upon the majority vote of those present. The reconvened meeting shall immediately take up its business at the point in the agenda where the motion to recess was acted upon. Notice of the reconvened meeting shall be given as provided in Board policy. [8][9][54]

**Executive Session**

The Board may hold an executive session, which is not an open meeting, before, during, at the conclusion of a public meeting, or at some other time. The presiding officer shall announce the reason for holding the executive session; the announcement can be made at the public meeting prior to or after the executive session. [12][55][56]

The Board may discuss the following matters in executive session:

1. Employment issues.

2. Labor relations.

3. Purchase or lease of real estate.

4. Consultation with an attorney or other professional advisor regarding information or strategy in connection with litigation or with issues on which identifiable complaints are expected to be filed.

5. Matters that must be conducted in private to protect a lawful privilege or confidentiality.

6. School safety and security, of a nature that if conducted in public, would: [12]

   a. Be reasonably likely to impair the effectiveness of school safety measures, or...
b. Create a reasonable likelihood of jeopardizing the safety or security of an individual or a school, including a building, public utility, resource, infrastructure, facility or information storage system.

Official actions based on discussions held in executive session shall be taken at a public meeting.

**Work Sessions**

The Board may meet as a Committee of the Whole in a public meeting to vote on or to discuss issues. Public notice of such meetings shall be made in accordance with Board procedures.[2][54]

A meeting of the Committee of the Whole, not regularly scheduled, may be called at any time by the President; the President shall call such a meeting when requested to do so by Board members. Public notice of the meeting shall be made in accordance with Board procedures.

The Board Secretary shall provide notice of a meeting of the Committee of the Whole in accordance with Board procedures.[8][9]

**Committee Meetings**

Committee meetings may be called at any time by the committee chairperson, with proper public notice, or when requested to do so by members of the committee.[8][9][54]

A majority of the total membership of a committee shall constitute a quorum.

Unless held as an executive session, committee meetings shall be open to the public, other Board members, and the Superintendent.[2]

A majority of the committee or the chairperson may invite Board employees, consultants or other persons who have special knowledge of an area under discussion.

Board members who are not committee members but who attend committee meetings may not vote on committee matters.

**Board Meeting News Coverage**

Local news media representatives shall be welcome to attend all public meetings. In the event that representatives of the news media are unable to attend a Board meeting, they shall be provided an informal summary of important Board actions, upon request.[13]

**Electronic Recording of Board Meetings**

The Board may establish reasonable guidelines for electronic recording of meeting proceedings by the media. The purpose of the guidelines shall be to preserve an appropriate meeting decorum and to prevent any disruption to the proper conduct of Board business.[13]

If electronic recording devices are to be used, news media representatives shall register with the Board Secretary prior to the opening of the meeting.

All meetings may be recorded by the Board Secretary.
Adopted February 8, 2016

Authority

The Board shall, by an affirmative vote of a majority of the full Board, adopt all textbooks used for instruction in the district’s educational program.

Definition

Textbooks shall be defined as the books, in print or digital format, used as the basic source of information in the planned instruction.

Delegation of Responsibility

The Superintendent, after consultation with administrative and professional staff, shall be responsible for the selection and recommendation of textbooks for Board consideration. No adoption or change of textbooks shall be made without the Superintendent's recommendation, except by a two-thirds vote of the Board.

The Superintendent or designee shall establish administrative regulations for reviewing, evaluating and selecting textbooks.

A list of all approved textbooks used in district schools shall be maintained by the Superintendent or designee and shall be available to Board members, district staff, students, parents/guardians and community members.
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<td>1. 24 P.S. 1422.1</td>
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<td>2. 42 U.S.C. 1758b</td>
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Adopted August 8, 2016
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.

At least once every three (3) years, the district shall update or modify this policy as needed, based on the results of the most recent triennial assessment and/or as district and community needs and priorities change; wellness goals are met; new health science, information and technologies emerge; and new federal or state guidance or standards are issued.[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

Safe 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][21][22]

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 to optimize conditions for learning and minimize potential health risks to students, in accordance with the district’s school environmental health 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:[20]

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.

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 *[This policy is in compliance with the provisions of Act 55 of 2017 and Act 39 of 2018. All collective bargaining agreements for professional employees negotiated or renewed after November 6, 2017, must comply with the provisions governing suspensions as stated in Act 55, including during the period of status quo after the expiration of a contract.]*

*The suspension provisions of a collective bargaining agreement in place prior to November 6, 2017 shall be honored until the date the collective bargaining agreement expires.*

**Authority**

The Board is responsible for maintaining appropriate numbers of administrative, professional and support employees to effectively manage and operate the district and its schools. This policy establishes the manner in which necessary reductions of staff shall be accomplished.[1][2][3]

In the exercise of its authority to reduce staff through suspensions (furloughs) and elimination of positions, the Board shall give primary consideration to the staffing needs of the district, the effect upon the educational program and the financial stability of the district, and shall ensure compliance with law, regulations, collective bargaining agreements, individual contracts and Board resolutions.[4][5][6]

The Board shall not prevent any professional employee from engaging in another occupation during the period of suspension.[5]

Nothing in this policy shall be construed to limit the cause for which a temporary professional employee, or any employee other than a professional employee, may be suspended.[5]

**Delegation of Responsibility**
The Superintendent shall be responsible for the continuous review of the efficiency and effectiveness of district organization and staffing, and shall present recommendations for reduction in staff for Board consideration when such actions are deemed to be in the best interests of the district.

The Superintendent shall consult with the district solicitor as necessary to ensure that reduction of staff is implemented in accordance with applicable laws. [4][5]

**Guidelines**

**Employees Other Than Professional Employees and Temporary Professional Employees**

The employment status of employees other than professional employees and temporary professional employees may be terminated or temporarily suspended whenever deemed necessary in the best interests of the school district, subject to limitations and procedures provided for in collective bargaining agreements, if any.

**Temporary Professional Employees**

The employment status of a temporary professional employee may be nonrenewed when the employee’s position has been eliminated or when the conditions for which professional employees may be suspended otherwise exist, subject to limitations and procedures provided for in collective bargaining agreements, if any.

**Professional Employees**

The necessary number of professional employees may be suspended for the following reasons:

1. Substantial decrease in student enrollment in the district.

2. Curtailment or alteration of the educational program as a result of substantial decline in class or course enrollments or to conform with standards of organization or educational activities required by law or recommended by the Pennsylvania Department of Education. Such curtailment or alteration must be recommended by the Superintendent, agreed to by the Board, and approved by the Pennsylvania Department of Education. If not prevented by an existing or future provision of a collective bargaining agreement or employment contract, such a suspension may be effectuated without approval of the Pennsylvania Department of Education provided that, where an educational program is altered or curtailed, the district shall notify the Pennsylvania Department of Education of such action.

3. Consolidation of schools, whether within the district, through a merger of districts, or as a result of Joint Board agreements, when such consolidation makes it unnecessary to retain the full staff of professional employees.

4. When new school districts are established as the result of reorganization of school districts and such reorganization makes it unnecessary to retain the full staff of professional employees.

5. Economic reasons that require a reduction in professional employees; however, the district is prohibited from using an employee’s compensation in the suspension determination. A Superintendent knowingly in violation of this prohibition shall have a letter from the Secretary of Education placed in his/her permanent employee record.
Economic Suspension Requirements -

The Board may suspend professional employees for economic reasons if all of the following apply:[4]

1. The Board approves the proposed suspensions by a majority vote of all school directors at a public meeting.

2. No later than sixty (60) days prior to the adoption of the final budget, the Board adopts a resolution of intent to suspend professional employees in the following fiscal year, setting forth:

   a. The economic conditions necessitating the proposed suspensions and how the economic conditions will be alleviated by the proposed suspensions, including:

      i. The total cost savings expected from the proposed suspensions.

      ii. A description of other cost-saving actions taken by the Board, if any.

      iii. The projected district expenditures for the following fiscal year with and without the proposed suspensions.

      iv. The projected total district revenues for the following fiscal year.

   b. The number and percentage of employees to be suspended who are:

      i. Professional employees assigned to provide instruction directly to students.

      ii. Administrative staff.

      iii. Professional employees who are not assigned to provide instruction directly to students and who are not administrative staff.

   c. The impact of the proposed suspensions on academic programs to be offered to students following the proposed suspensions, as well as the impact on academic programs to be offered to students if the proposed suspensions are not undertaken, compared to the current school year, and the actions if any, that will be taken to minimize the impact on student achievement.

Professional Employees Assigned to Provide Instruction Directly to Students -

Suspensions, due to economic reasons, of professional employees assigned to provide instruction directly to students may be approved by the Board only if the Board also suspends at least an equal percentage proportion of administrative staff, except when all of the following apply:[4]

1. The Secretary of Education determines that the district’s operations are already sufficiently streamlined or that the suspension of administrative staff would cause harm to the school stability and student programs.

2. The Secretary of Education submits the determination to the State Board of Education.
3. The State Board of Education approves the determination by a majority of its members. The Board may choose to exempt from this requirement any five (5) administrative positions, one of which shall be the Business Manager or another staff member with the primary responsibility of managing the district's business operation.\[4\]

**Order of Suspensions**

Data necessary for computation of each professional employee’s performance rating and seniority status shall be recorded and maintained to ensure compliance with the required order for suspensions.\[7\][8]

**Performance Evaluation Rating**

Professional employees shall be suspended, within the area of certification required by law for the professional employee’s current position, in the following order based on the two (2) most recent annual performance evaluations: \[5\][7][8]

1. Consecutive unsatisfactory ratings.

2. One (1) unsatisfactory rating and one (1) satisfactory rating.

3. Consecutive satisfactory ratings which are either consecutive ratings of proficient, or a combination of one (1) proficient or distinguished rating and one (1) needs improvement rating.

4. Consecutive satisfactory ratings which are consecutive distinguished, or a combination of one (1) rating of proficient and one (1) rating of distinguished.

**Seniority**

When the number of professional employees within each certification area receiving the same performance rating is greater than the number of suspensions, professional employees with the least seniority within each certification area shall be suspended before employees with greater seniority having the same performance rating.\[5\]

In addition, professional employees shall be realigned to ensure that employees with more seniority have the opportunity to fill other positions within the district for which they are certificated and which are currently filled by less senior employees with the same or lower overall performance rating.

Seniority shall continue to accrue during a suspension and all approved leaves of absence.\[5\]

When there is or has been a consolidation of schools, departments or programs, all professional employees shall retain the seniority rights they had prior to the reorganization or consolidation.\[5\]

**Reinstatement**

Suspended professional employees, or professional employees demoted for reasons of this policy, shall be reinstated within the area of certification required by law for the vacancy being filled in the district, in the inverse order by which they were suspended and on the basis of their seniority within the district.\[5\]

No new appointment shall be made while there is a suspended or demoted professional employee available who is properly certificated to fill such vacancy.\[5\]

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Positions from which professional employees are on approved leaves of absence shall be considered temporary vacancies.[5]

To be considered available, suspended professional employees shall annually report in writing to the Board their current address and intent to accept the same or similar position when offered.[5]

A suspended professional employee enrolled in a college program during a period of suspension and who is recalled shall be given the option of delaying a return to service until the end of the current semester.[5]

**Local Agency Law Hearings**

The decision to suspend a professional employee shall be considered an adjudication for the purposes of the Local Agency Law, and a professional employee subject to such a decision shall have the right to a Local Agency Law hearing before the Board, if a hearing is requested within ten (10) days after being notified of suspension.[5][9]

A decision to nonrenew the employment of a temporary professional employee whose position has been eliminated or who is being nonrenewed for reasons for which professional employees may be suspended, shall be considered an adjudication for purposes of the Local Agency Law, and the employee shall be entitled to a Local Agency Law hearing, if a hearing is requested within ten (10) days after being notified of the decision to nonrenew.[9]

**PSBA Revision 8/18 © 2018 PSBA**

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1. 24 P.S. 1205.6
2. 23 Pa. C.S.A. 6301 et seq
3. Pol. 333
4. Pol. 818
5. 23 Pa. C.S.A. 6303
6. 24 P.S. 111
7. 23 Pa. C.S.A. 6344
8. 18 Pa. C.S.A. 7508.2
10. 42 Pa. C.S.A. 9799.24
11. 42 Pa. C.S.A. 9799.55
12. 42 Pa. C.S.A. 9799.58
13. 22 U.S.C. 7102
14. 23 Pa. C.S.A. 6311
15. Pol. 302
16. Pol. 304
17. Pol. 305
18. Pol. 306
19. 23 Pa. C.S.A. 6344.3
20. 23 Pa. C.S.A. 6344.4
21. Pol. 309
22. Pol. 916
23. 23 Pa. C.S.A. 6332
24. 24 P.S. 111.1
25. 20 U.S.C. 7926
26. Pol. 317.1
27. Pol. 824
28. 24 P.S. 2070.1a
29. 23 Pa. C.S.A. 6318
30. 23 Pa. C.S.A. 6319
31. 18 Pa. C.S.A. 4906.1
32. 18 Pa. C.S.A. 4958
33. 23 Pa. C.S.A. 6320
34. 23 Pa. C.S.A. 6305
35. 23 Pa. C.S.A. 6313
36. 23 Pa. C.S.A. 6314
37. 24 P.S. 1302.1-A
38. 24 P.S. 1303-A
Authority

The Board requires district employees, independent contractors and volunteers to comply with identification and reporting requirements for suspected child abuse, as well as the training requirement for recognition and reporting of child abuse in order to comply with the Child Protective Services Law and the School Code. [1][2][3][4]

Definitions

The following words and phrases, when used in this policy, shall have the meaning given to them in this section:

**Adult** - individual eighteen (18) years of age or older. [5]

**Bodily injury** - impairment of physical condition or substantial pain. [5]

**Certifications** - child abuse history clearance statement and state and federal criminal history background checks required by the Child Protective Services Law and/or the School Code. [6][7]

**Child** - individual under eighteen (18) years of age. [5]

**Child abuse** - intentionally, knowingly or recklessly doing any of the following: [5]

1. Causing bodily injury to a child through any recent act or failure to act.

2. Fabricating, feigning or intentionally exaggerating or inducing a medical symptom or disease which results in a potentially harmful medical evaluation or treatment to the child through any recent act.

3. Causing or substantially contributing to serious mental injury to a child through any act or failure to act or a series of such acts or failures to act.

4. Causing sexual abuse or exploitation of a child through any act or failure to act.
5. Creating a reasonable likelihood of bodily injury to a child through any recent act or failure to act.

6. Creating a likelihood of sexual abuse or exploitation of a child through any recent act or failure to act.

7. Causing serious physical neglect of a child.

8. Engaging in any of the following recent acts:
   
a. Kicking, biting, throwing, burning, stabbing or cutting a child in a manner that endangers the child.
   
b. Unreasonably restraining or confining a child, based on consideration of the method, location or the duration of the restraint or confinement.
   
c. Forcefully shaking a child under one (1) year of age.
   
d. Forcefully slapping or otherwise striking a child under one (1) year of age.
   
e. Interfering with the breathing of a child.
   
f. Causing a child to be present during the operation of methamphetamine laboratory, provided that the violation is being investigated by law enforcement authorities.[8]
   
g. Leaving a child unsupervised with an individual, other than the child's parent, who the actor knows or reasonably should have known was required to register as a Tier II or Tier III sexual offender, has to register for life, or has been determined to be a sexually violent predator or sexually violent delinquent.[9][10][11][12]

9. Causing the death of the child through any act or failure to act.

10. Engaging a child in a severe form of trafficking in persons or sex trafficking, as those terms are defined in the law.[13]

The term child abuse does not include physical contact with a child that is involved in normal participation in physical education, athletic, extracurricular or recreational activities. Also excluded from the meaning of the term child abuse is the use of reasonable force by a person responsible for the welfare of a child for purposes of supervision, control or safety, provided that the use of force:

1. Constitutes incidental, minor or reasonable physical contact in order to maintain order and control;

2. Is necessary to quell a disturbance or remove a child from the scene of a disturbance that threatens property damage or injury to persons;

3. Is necessary for self-defense or defense of another;

4. Is necessary to prevent the child from self-inflicted physical harm; or

5. Is necessary to gain possession of weapons, controlled substances or other dangerous objects that are on the person of the child or in the child's control.
**Direct contact with children** - possibility of care, supervision, guidance or control of children or routine interaction with children.\[1\]

**Independent contractor** - individual other than a school employee who provides a program, activity or service who is otherwise responsible for the care, supervision, guidance or control of children pursuant to a contract. The term does not apply to administrative or other support personnel unless the administrative or other support personnel have direct contact with children.\[5\][14]

**Perpetrator** - person who has committed child abuse and is a parent/guardian of the child; a spouse or former spouse of the child's parent/guardian; a paramour or former paramour of the child's parent/guardian; an individual fourteen (14) years of age or older who is responsible for the child's welfare or who has direct contact with children as an employee of child-care services, a school or through a program activity or service; an individual fourteen (14) years of age or older who resides in the same home as the child; or an adult who does not reside in the same home as the child but is related within the third degree of consanguinity or affinity by birth or adoption to the child; or an adult who engages a child in severe forms of trafficking in persons or sex trafficking, as those terms are defined in the law. Only the following may be considered a perpetrator solely based upon a failure to act: a parent/guardian of the child; a spouse or former spouse of the child's parent/guardian; a paramour or former paramour of the child's parent/guardian; an adult responsible for the child's welfare; or an adult who resides in the same home as the child.\[5\][13]

**Person responsible for the child’s welfare** - person who provides permanent or temporary care, supervision, mental health diagnosis or treatment, training or control of a child in lieu of parental care, supervision and control.\[5\]

**Program, activity or service** - any of the following in which children participate and which is sponsored by a school or a public or private organization:\[5\]

1. A youth camp or program.
2. A recreational camp or program.
3. A sports or athletic program.
4. A community or social outreach program.
5. An enrichment or educational program.
6. A troop, club or similar organization.

**Recent act or failure to act** - any act or failure to act committed within two (2) years of the date of the report to the Department of Human Services of the Commonwealth or county agency.\[5\]

**Routine interaction** - regular and repeated contact that is integral to a person's employment or volunteer responsibilities.\[5\]

**School employee** - individual who is employed by a school or who provides a program, activity or service sponsored by a school. The term does not apply to administrative or other support personnel unless the administrative or other support personnel have direct contact with children.\[5\]

**Serious mental injury** - psychological condition, as diagnosed by a physician or licensed psychologist, including the refusal of appropriate treatment, that: \[5\]
1. Renders a child chronically and severely anxious, agitated, depressed, socially withdrawn, psychotic or in reasonable fear that the child's life or safety is threatened.

2. Seriously interferes with a child's ability to accomplish age-appropriate developmental and social tasks.

**Serious physical neglect** - any of the following when committed by a perpetrator that endangers a child's life or health, threatens a child's well-being, causes bodily injury or impairs a child's health, development or functioning:[5]

1. A repeated, prolonged or egregious failure to supervise a child in a manner that is appropriate considering the child's developmental age and abilities.

2. The failure to provide a child with adequate essentials of life, including food, shelter or medical care.

**Sexual abuse or exploitation** - any of the following:[5]

1. The employment, use, persuasion, inducement, enticement or coercion of a child to engage in or assist another individual to engage in sexually explicit conduct, which includes, but is not limited to, the following:

   a. Looking at the sexual or other intimate parts of a child or another individual for the purpose of arousing or gratifying sexual desire in any individual.

   b. Participating in sexually explicit conversation either in person, by telephone, by computer or by a computer-aided device for the purpose of sexual stimulation or gratification of any individual.

   c. Actual or simulated sexual activity or nudity for the purpose of sexual stimulation or gratification of any individual.

   d. Actual or simulated sexual activity for the purpose of producing visual depiction, including photographing, videotaping, computer depicting or filming.

The conduct described above does not include consensual activities between a child who is fourteen (14) years of age or older and another person who is fourteen (14) years of age or older and whose age is within four (4) years of the child's age.

2. Any of the following offenses committed against a child: rape; statutory sexual assault; involuntary deviate sexual intercourse; sexual assault; institutional sexual assault; aggravated indecent assault; indecent assault; indecent exposure; incest; prostitution; sexual abuse; unlawful contact with a minor; or sexual exploitation.

**Student** - individual enrolled in a district school under eighteen (18) years of age.[5]

**Volunteer** - unpaid adult individual, who, on the basis of the individual’s role as an integral part of a regularly scheduled program, activity or service is a person responsible for the child’s welfare or has direct contact with children.[14]

**Delegation of Responsibility**

In accordance with Board policy, the Superintendent or designee shall:

1. Require each candidate for employment to submit an official child abuse clearance statement and state and federal criminal history background checks (certifications) as
required by law.[6][7][15][16][17][18]

2. Require each applicant for transfer or reassignment to submit the required certifications unless the applicant is applying for a transfer from one position as a district employee to another position as a district employee of this district and the applicant’s certifications are current.[19][20][21]

School employees and independent contractors shall obtain and submit new certifications every sixty (60) months.[20]

Certification requirements for volunteers are addressed separately in Board Policy 916.[22]

The Superintendent or designee shall annually inform students, parents/guardians, independent contractors, volunteers and staff regarding the contents of this Board policy.

The Superintendent or designee shall annually notify district staff, independent contractors, and volunteers of their responsibility for reporting child abuse in accordance with Board policy and administrative regulations.

The Superintendent or designee shall ensure that the poster, developed by the PA Department of Education, displaying the statewide toll-free telephone numbers for reporting suspected child abuse, neglect and school safety issues be posted in a high-traffic, public area of each school. The designated area shall be readily accessible and widely used by students. [23]

Guidelines

Aiding and Abetting Sexual Abuse

School employees, acting in an official capacity for this district, are prohibited from assisting another school employee, contractor or agent in obtaining a new job if the school employee knows, or has probable cause to believe, that such school employee, contractor or agent engaged in sexual misconduct regarding a minor or student.[15][16][17][18][21][24][25][26][27]

This prohibition applies only to assistance that extends beyond performance of normal processing of personnel matters including routine transmission of files or other information. This prohibition shall not apply if:[25]

1. The relevant information has been properly reported to law enforcement officials and any other authority required by federal, state or local law and the matter has been officially closed or the prosecutor or law enforcement officials notified school officials that there is insufficient information to establish probable cause.

2. The school employee, contractor or agent has been acquitted or otherwise exonerated of the alleged misconduct.

3. The case or investigation remains open and no charges have been filed against, or indictment of, the school employee, contractor or agent within four (4) years of the date on which the information was reported to the law enforcement agency.

Training

The school district, and independent contractors of the school district, 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][3][4][26]

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. [26][28]

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

4. Maintenance of professional and appropriate relationships with students.[27]

Employees are required to complete a minimum of three (3) hours of training every five (5) years.[1]

The district shall provide each volunteer with training on child abuse recognition and reporting.

**Duty to Report**

School employees, independent contractors and volunteers shall make a report of suspected child abuse if they have reasonable cause to suspect that a child is the victim of child abuse under any of the following circumstances:[14]

1. The school employee, independent contractor or volunteer comes into contact with the child in the course of employment, occupation and the practice of a profession or through a regularly scheduled program, activity or service.

2. The school employee, independent contractor or volunteer is directly responsible for the care, supervision, guidance or training of the child.

3. A person makes a specific disclosure to a school employee, independent contractor or volunteer that an identifiable child is the victim of child abuse.

4. An individual fourteen (14) years of age or older makes a specific disclosure to a school employee, independent contractor or volunteer that s/he has committed child abuse.

A child is not required to come before the school employee, independent contractor or volunteer in order for that individual to make a report of suspected child abuse.[14]

A report of suspected child abuse does not require the identification of the person responsible for the child abuse.[14]

Any person who, in good faith, makes a report of suspected child abuse, regardless of whether the report is required, cooperates with an investigation, testifies in a proceeding, or engages in other action authorized by law shall have immunity from civil and criminal liability related to those actions. [29]

Any person required to report child abuse who willfully fails to do so may be subject to disciplinary action, up to and including termination, and criminal prosecution. [30]

Any person who intentionally or knowingly makes a false report of child abuse or intentionally or knowingly induces a child to make a false claim of child abuse may be subject to disciplinary action, up to and including termination, and criminal prosecution. [31]
Any person who engages in intimidation, retaliation, or obstruction in the making of a child abuse report or the conducting of an investigation into suspected child abuse may be subject to disciplinary action, up to and including termination, and criminal prosecution. [32]

The district shall not discriminate or retaliate against any person for making, in good faith, a report of suspected child abuse.[33]

Reporting Procedures

School employees, independent contractors or volunteers who suspect child abuse shall immediately make a written report of suspected child abuse using electronic technologies (www.compass.state.pa.us/cwis) or an oral report via the statewide toll-free telephone number (1-800-932-0313). A person making an initial oral report of suspected child abuse must also submit a written electronic report within forty-eight (48) hours after the oral report. Upon receipt of an electronic report, the electronic reporting system will automatically respond with a confirmation, providing the district with a written record of the report. [14][34][35]

A school employee, independent contractor or volunteer who makes a report of suspected child abuse shall immediately, after making the initial report, notify the building principal or administrator and if the initial report was made electronically, also provide the building principal or administrator with a copy of the report confirmation. The building principal or administrator shall then immediately notify the Superintendent or designee that a child abuse report has been made and if the initial report was made electronically, also provide a copy of the report confirmation. [14][34][35]

When a report of suspected child abuse is made by a school employee, independent contractor or volunteer as required by law, the school district is not required to make more than one (1) report. An individual otherwise required to make a report who is aware that an initial report has already been made by a school employee, independent contractor or volunteer is not required to make an additional report. The person making an initial oral report is responsible for making the follow-up written electronic report within forty-eight (48) hours, and shall provide the building principal or administrator with a copy of the report confirmation promptly after the written electronic report has been filed. The building principal or administrator shall in turn provide a copy of the report confirmation to the Superintendent or designee. [14][34][35]

When necessary to preserve potential evidence of suspected child abuse, a school employee may, after the initial report is made, take or cause to be taken photographs of the child who is the subject of the report. Any such photographs shall be sent to the county agency at the time the written report is sent or within forty-eight (48) hours after a report is made by electronic technologies or as soon thereafter as possible. The building principal or administrator shall be notified whenever such photographs are taken.[36]

If the Superintendent or designee reasonably suspects that conduct being reported involves an incident required to be reported under the Safe Schools Act, the Superintendent or designee shall inform law enforcement authorities, in accordance with applicable law, regulations and Board policy. [37][38][39][40][41][42]

Investigation

The building principal or administrator shall facilitate the cooperation with the Department of Human Services of the Commonwealth or the county agency investigating a report of suspected child abuse, including permitting authorized personnel to interview the child while in attendance at school. [14][43]
Upon notification that an investigation involves suspected child abuse by a school employee, the building principal or administrator shall immediately implement a plan of supervision or alternative arrangement that has been approved by the Superintendent for the school employee under investigation. The plan of supervision or alternative arrangement shall be submitted to the county agency for approval.[44]

Last Modified by Kristin Ehrhart on October 4, 2018
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10/4/2018
Legal

1. 2 CFR Part 200
2. 24 P.S. 1335
3. 24 P.S. 1337
4. 24 P.S. 504
5. 24 P.S. 807.1
6. 42 U.S.C. 1751 et seq
7. 42 U.S.C. 1773
8. 7 CFR Part 210
9. 7 CFR Part 220
10. FNS Instruction 113-1 (USDA)
11. 7 CFR 210.23
12. 42 U.S.C. 1760
13. 7 CFR 210.14
14. 3 Pa. C.S.A. 5713
15. 42 U.S.C. 1758(h)
16. 7 CFR 210.13
17. 7 CFR 210.30
18. Pol. 246
19. Pol. 610
20. Pol. 626
21. Pol. 827
22. 42 U.S.C. 1758
23. 7 CFR Part 245
24. 7 CFR 15b.40
25. Pol. 103.1
26. Pol. 113
27. Pol. 209.1
28. 7 CFR 220.7
29. 7 CFR 210.9
30. 7 CFR 210.15
31. 7 CFR Part 215
P.L. 111-296
7 CFR Part 15
Pol. 103

Adopted
July 10, 2017

Last Revised
March 12, 2018
Purpose

The Board recognizes that students require adequate, nourishing food and beverages in order to grow, learn and maintain good health. The Board directs that students shall be provided with adequate space and time to eat meals during the school day.

Authority

The food service program shall be operated in compliance with all applicable state and federal laws and regulations, as well as federal guidelines established by the Child Nutrition Division of the United States Department of Agriculture (USDA). The district shall ensure that, in the operation of the food service program, no student, staff member, or other individual shall be discriminated against on the basis of race, color, age, creed, religion, sex, sexual orientation, gender identity, ancestry, national origin, marital status, pregnancy, handicap/disability, or other legally protected classification.

Food sold by the school may be purchased by students and staff but only for consumption on school premises. The price charged to students shall be established annually by the district in compliance with state and federal laws.

Nonprogram food shall be priced to generate sufficient revenues to cover the cost of such items. A nonprogram food shall be defined as a food or beverage, other than a reimbursable meal or snack, that is sold at the school and is purchased using funds from the child nutrition account. Nonprogram foods include but are not limited to adult meals and a-la-carte items. All revenue from the sale of nonprogram food shall accrue to the child nutrition program account.

Delegation of Responsibility

Operation and supervision of the food service program shall be the responsibility of the Superintendent or designee.

Cafeterias shall be operated on a nonprofit basis. The Superintendent or designee shall review the cafeteria accounts and provide to the Board for its approval a statement of receipts and expenditures for cafeteria funds for each month. A full audit shall be conducted at least annually. The Superintendent or designee shall ensure that school meals meet the standards required by the School Breakfast Program and the National School Lunch Program. The Superintendent or designee shall comply with state and federal requirements for conducting cafeteria health and safety inspections and ensuring employee participation in appropriate inspection services and training programs. The Superintendent or designee shall annually notify students, parents/guardians and employees concerning the contents of this policy. Notification shall include information related to nondiscrimination.

Guidelines

To reinforce the district's commitment to nutrition and student wellness, foods served in school cafeterias shall:
1. Be carefully selected to contribute to students' nutritional well-being and health.

2. Meet the nutrition standards specified in law and regulations and approved by the Board.

3. Be prepared by methods that will retain nutritive quality, appeal to students, and foster lifelong healthy eating habits.

4. Be served in age-appropriate quantities, at reasonable prices.

**Procurement**

Procurement of goods or services for the food service program shall meet the requirements of applicable law, regulations and Board policy and procedures.[19][20][21]

**Free/Reduced-Price School Meals**

The district shall provide free and reduced-price school meals to students in accordance with the terms and conditions of the National School Lunch Program and the School Breakfast Program.[22][23]

The district shall conduct direct certification three (3) times per year using the Pennsylvania Student Eligibility System (PA-SES) to identify students who are eligible for free school meal benefits without the need for submission of a household application. Direct certification shall be conducted:[22][23]

1. At or around the beginning of the school year.

2. Three (3) months after the initial effort.

3. Six (6) months after the initial effort.

The district may also conduct direct certification on a weekly or monthly basis.

**Accommodating Students With Special Dietary Needs**

The district shall make appropriate food service and/or meal accommodations to students with special dietary needs in accordance with applicable law, regulations and Board policy.[24][25][26][27]

**School Food Safety Inspections**

The district shall obtain two (2) safety inspections per year in accordance with local, state, and federal laws and regulations.[15][16][28]

The district shall post the most recent inspection report and release a copy of the report to members of the public, upon request.

**School Food Safety Program**

The district shall comply with federal requirements in developing a food safety program that enables district schools to take systematic action to prevent or minimize the risk of foodborne illness among students.[8][9][15]

The district shall maintain proper sanitation and health standards in food storage, preparation and service, in accordance with applicable state and local laws and regulations and federal food safety requirements.[16][28][29]
Professional Standards for Food Service Personnel

The district shall comply with the professional standards for school food service personnel who manage and operate the National School Lunch and School Breakfast Programs. For purposes of this policy, professional standards include hiring standards for new food service program directors and annual continuing education/training for all individuals involved in the operation and administration of school meal programs. Such professional standards shall apply to both district-operated food service programs and contracted food service programs.

School Meal Service and Accounts

To ensure the effective operation of the district's food service program and delivery of school food program meals to students, the district shall:

1. Assign individual school meal accounts to each student for the purchase of meals served in school cafeterias, which ensure that the identity of each student is protected.

2. Notify parents/guardians when the student's school meal account reaches a low balance.

3. Notify parents/guardians when the student's school meal account reaches a negative balance. The notice shall include information on payment options.

4. Provide a school food program meal to each student who does not have the money to pay for the school food program meal or who has a negative balance in his/her school meal account, unless the student's parent/guardian has specifically provided written notice to the district to withhold a school food program meal.

When a student owes money for five (5) or more school food program meals, the district shall make at least two (2) attempts to contact the student's parent/guardian and shall provide the application for free/reduced-price school meal benefits to the parent/guardian to apply for benefits under federal school meal programs. The district may offer assistance to parents/guardians with applying for free/reduced-price school meal benefits.

No communications regarding a low balance or money owed by a student for school meals shall be made through the student's parent/guardian.

School staff may communicate a low balance or money owed by a student for school meals to a student in grades 9-12; such communication shall be made to the individual student in a discreet manner.

District schools shall be prohibited from:

1. Publicly identifying or stigmatizing a student who cannot pay for a school food program meal or who has a negative school meal account balance. It shall not constitute public identification or stigmatization of a student for a school to restrict privileges and activities of students who owe money for school meals if those same restrictions apply to students who owe money for other school-related purposes.

2. Requiring a student who cannot pay for a school food program meal to perform chores or other work to pay for the meal, unless chores or other work are required of all students regardless of their ability or inability to pay for a school food program meal.

3. Requiring a student to discard a school food program meal after it was served to the student due to the student's inability to pay for the meal or due to a negative school meal account balance.
This policy and any applicable procedures regarding school meal charges and school meal accounts shall be communicated annually to school administrators, school food service personnel, other appropriate school staff, and contracted food service personnel.

The district shall provide parents/guardians with a written copy of this policy and any applicable procedures at the start of each school year, when a student enrolls in school after the start of the school year, and when a parent/guardian is notified of a negative school meal account balance.

The district shall annually inform parents/guardians, students and staff about the contents of this policy and any applicable procedures via the district website, student handbooks, newsletters, posted notices and/or other efficient communication methods.

Collection of Unpaid Meal Charges

Reasonable efforts shall be made by the district to collect unpaid meal charges from parents/guardians. Efforts taken in the collection shall not have a negative impact on the student involved, but shall focus primarily on the parents/guardians responsible for providing funds for meal purchases.

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Last Modified by Dr Denise Torma on October 4, 2018
PAYMENT OF SCHOOL MEAL ACCOUNTS

School Meal Charges and Accounts

Elementary Schools

Meals

**Breakfast** – Breakfast is served from 8:45 a.m. to 9 a.m. daily. If there is a delayed start, breakfast will not be served. A student must take three (3) of the four (4) offered meal items, and one (1) component must be a fruit in order to “make a regular reimbursable meal” to qualify for the $1.15 Paid, $.30 Reduced, and Free meal. The four (4) meal items include: grain, protein, fruit, and milk. Students may take two (2) fruits. A student will be charged à la carte prices if s/he does not “make a regular reimbursable meal.”

**Lunch** – A student must take three (3) of the five (5) offered meal components, and one (1) component must be a fruit or vegetable in order to “make a regular reimbursable meal” to qualify for the $2.40 Paid, $.40 Reduced and Free meal. The five (5) meal components include: grain, protein, fruit, vegetable, and milk. A student may take one (1) fruit and two (2) vegetables with his/her lunch. A student will be charged à la carte prices if s/he chooses not to “make a regular reimbursable meal.”

Water bottles are available for purchase but may not be substituted for milk for the breakfast or lunch meals. Cups at each cashier station are available for students to fill at a water fountain.

**Meal Prices**

Breakfast is $1.15 for Paid students and $.30 for Reduced students.

Lunch is $2.40 for Paid students and $.40 for Reduced students.

Domino Pizza Lunch is $2.75 for paid students and $.40 for Reduced students.

À la carte items are available ranging in price from $.50 to $2.00.

**Funding Your Child’s Meal Account**

Parents can pay with a credit/debit card by going to SchoolCafe.com or they may send in a check or cash with their child. Homeroom teachers will send checks or cash to the café cashiers who will enter all prepayments into the child’s meal account. No receipts are given; the cancelled check will serve as the receipt. Checks should be made payable to EPSD Cafeteria Fund. Please include your child’s name and ID # on the check or with your payment. For multiple children (even if they attend different schools), you can include all children’s names and ID numbers on one check, noting the amount you would like deposited into each child’s account. Money in a student’s meal account can only be used for food purchases in the cafeteria and will follow your child every school year. For a student who graduates or withdraws, unless parents request the
remaining balance be transferred to another student, parents will receive a refund check by mail, if the balance is at least $2.40.

Refunds and Transfer Requests can be completed by submitting the online form entitled Cafeteria Refund/Transfer Funds Request on the Food Service website. Cafeteria balances of $2.40 or more will be mailed within thirty (30) days of a student’s withdrawal from the district.

Benefits of SchoolCafe –

- Mobile-Friendly app
- 24/7 Access. You will need your student’s ID number to set up a new account
- Fund your child’s account securely with your Visa or MasterCard
- Set-up automatic payments or make one-time payments
- View account balance and student purchase history
- Sign up to receive email notices when account balances are low
- Place student limits on à la carte purchases
  Note: there is a fee per each transaction

Meal Procedures

Students bring their food items to the cashier and access their meal account by entering their student ID number into the number pad, or the cashier will swipe the student’s ID card. Purchases are deducted from the money in the student’s meal account. For a student eligible for Free meals, the computer will recognize that the student does not owe any money for breakfast or lunch; it will simply appear that the meal purchase has been deducted from the student’s account. For a student eligible for Reduced priced meals, the computer will recognize that the student is to be charged the Reduced breakfast or lunch price and will deduct it from the balance of the money that has been deposited into the student’s meal account. A Free and Reduced priced student may purchase à la carte items if s/he has money in his/her meal account.

Free and Reduced

The majority of Free students are granted eligibility by Direct Certification. The PA Department of Education provides the district with a Direct Certification list based on the household income and government services families receive. If your child is eligible for Free meals this school year based on Direct Certification, you will receive a Notification of Approval of Free Meals Direct Certification letter in the mail. The first letters are mailed in mid-July.

*If you wish to refuse this benefit, please contact the Food Service Office and Paid status will be applied.

If you do not receive a Direct Certification letter prior to the start of the school year, you may apply for Free and Reduced priced meals based on your household income by completing the online Free and Reduced priced meal application at www.schoolcafe.com or the SchoolCafe mobile app where multiple language options are available. Once your application is received and processed, you will receive a notification letter in the mail and/or email alerting you to your child’s eligibility determination. If your application determination is Reduced or denied and your
If your child qualifies for Free or Reduced priced meals, the approval will apply to the current school year and the first thirty (30) days of the next school year (the grace period). A new application will need to be submitted unless you receive a Direct Certification letter. If you do not reapply before the last day of the grace period, your child’s status will revert to Paid on the 31st school day. Notices will be mailed prior to the end of the Grace Period to remind parents to reapply for Free and Reduced meals.

Completing an application online at www.schoolcafe.com or the SchoolCafe mobile app is the quickest and most secure way to apply for Free or Reduced priced meals. Free and Reduced paper applications are available to parents without computer or smartphone access by calling the Food Service Office at 610-966-8309. Applications are available in multiple languages. Completed paper applications should be returned to the school’s main office or directly to the Food Service Office at 800 Pine St., Emmaus, PA 18049.

Middle Schools

Meals

**Breakfast** – Breakfast is served from 7:15 a.m. to 7:40 a.m. daily. If there is a delayed start, breakfast will not be served. A student must take three (3) of the four (4) offered meal items, and one (1) component must be a fruit in order to “make a regular reimbursable meal” to qualify for the $1.15 Paid, $.30 Reduced, and Free meal. The four (4) meal items include: grain, protein, fruit, and milk. Students may take two (2) fruits. A student will be charged à la carte prices if s/he does not “make a regular reimbursable meal.”

**Lunch** – A student must take three (3) of the five (5) offered meal components, and one (1) component must be a fruit or vegetable in order to “make a regular reimbursable meal” to qualify for the $2.50 Paid, $.40 Reduced and Free meal. The five (5) meal components include: grain, protein, fruit, vegetable, and milk. A student may take one (1) fruit and two (2) vegetables with his/her lunch. A student will be charged à la carte prices if s/he chooses not to “make a regular reimbursable meal.”

Instead of the main entrée on the monthly menu, a student may substitute the ethnic or pizza bar, hot grab ‘n go sandwich, or boxed salads and wraps for the same $2.50 Paid and $.40 Reduced lunch price.

A la carte drinks including water bottles are available for purchase but may not be substituted for milk for the breakfast or lunch meals. Cups at each cashier station are available for students to fill at a water fountain.

**Meal Prices**

Breakfast is $1.15 for Paid students and $.30 for Reduced students.

Lunch is $2.50 for paid students and $.40 for Reduced students.

Domino Pizza Lunch is $3.05 for paid students and $.40 for Reduced students.
À la carte items are available ranging in price from $.50 to $2.00.

**Funding Your Child’s Meal Account**

Parents can pay with a credit/debit card by going to SchoolCafe.com or they may send in a check or cash with their child. Homeroom teachers will send checks or cash to the café cashiers who will enter all prepayments into the child’s meal account. No receipts are given; the cancelled check will serve as the receipt. Checks should be made payable to EPSD Cafeteria Fund. Please include your child’s name and ID # on the check or with your payment. For multiple children (even if they attend different schools), you can include all children’s names and ID numbers on one check, noting the amount you would like deposited into each child’s account. Money in a student’s meal account can only be used for food purchases in the cafeteria and will follow your child every school year.

Refunds and Transfer Requests can be completed by submitting the online form entitled *Cafeteria Refund/Transfer Funds Request* on the Food Service website. Cafeteria balances of $2.50 or more will be mailed within thirty (30) days of a student’s withdrawal from the district.

**Benefits of SchoolCafe –**

- Mobile-Friendly app
- 24/7 Access. You will need your student’s ID number to set up a new account
- Fund your child’s account securely with your Visa or MasterCard
- Set-up automatic payments or make one-time payments
- View account balance and student purchase history
- Sign up to receive email notices when account balances are low
- Place student limits on à la carte purchases

*Note: there is a fee per each transaction*

**Meal Procedures**

Students bring their food items to the cashier and access their meal account by entering their student ID number into the number pad. Purchases are deducted from the money in the student’s meal account. For a student eligible for Free meals, the computer will recognize that the student does not owe any money for breakfast or lunch; it will simply appear that the meal purchase has been deducted from the student’s account. For a student eligible for Reduced priced meals, the computer will recognize that the student is to be charged the Reduced breakfast or lunch price and will deduct it from the balance of the money that has been deposited into the student’s meal account. A Free and Reduced priced student may purchase à la carte items if s/he has money in his/her meal account.

**Free and Reduced**

The majority of Free students are granted eligibility by Direct Certification. The PA Department of Education provides the district with a Direct Certification list based on the household income and government services families receive. If your child is eligible for Free meals this school year based on Direct Certification, you will receive a *Notification of Approval of Free Meals Direct Certification* letter in the mail. The first letters are mailed in mid-July.
*If you wish to refuse this benefit, please contact the Food Service Office and Paid status will be applied.

If you do not receive a Direct Certification letter prior to the start of the school year, you may apply for Free and Reduced priced meals based on your household income by completing the online Free and Reduced priced meal application at www.schoolcafe.com or the SchoolCafe mobile app where multiple language options are available. Once your application is received and processed, you will receive a notification letter in the mail and/or email alerting you to your child’s eligibility determination. If your application determination is Reduced or denied and your household income decreases anytime during the year, you may submit another Free and Reduced priced meal application.

If your child qualifies for Free or Reduced priced meals, the approval will apply to the current school year and the first thirty (30) days of the next school year (the grace period). A new application will need to be submitted unless you receive a Direct Certification letter. If you do not reapply before the last day of the grace period, your child’s status will revert to Paid on the 31st school day. Notices will be mailed prior to the end of the Grace Period to remind parents to reapply for Free and Reduced meals.

Completing an application online at www.schoolcafe.com or the SchoolCafe mobile app is the quickest and most secure way to apply for Free or Reduced priced meals. Free and Reduced paper applications are available to parents without computer or smartphone access by calling the Food Service Office at 610-966-8309. Applications are available in multiple languages. Completed paper applications should be returned to the school’s main office or directly to the Food Service Office at 800 Pine St., Emmaus, PA 18049.

**High School**

**Meals**

**Breakfast** – Breakfast is served from 7:00 a.m. to 7:25 a.m. daily. If there is a delayed start, breakfast will not be served. A student must take three (3) of the four (4) offered meal items, and one (1) component must be a fruit in order to “make a regular reimbursable meal” to qualify for the $1.15 Paid, $.30 Reduced, and Free meal. The four (4) meal items include: grain, protein, fruit, and milk. Students may take two (2) fruits. A student will be charged a la carte prices if s/he does not “make a regular reimbursable meal.”

**Lunch** – A student must take three (3) of the five (5) offered meal components, and one (1) component must be a fruit or vegetable in order to “make a regular reimbursable meal” to qualify for the $2.50 Paid, $.40 Reduced and Free meal. The five (5) meal components include: grain, protein, fruit, vegetable, and milk. A student may take two (2) fruits and two (2) vegetables with his/her lunch. A student will be charged a la carte prices if s/he chooses not to “make a regular reimbursable meal.”

Instead of the main entrée on the monthly menu, a student may substitute the ethnic or pizza bar, hot grab ‘n go sandwich, or boxed salads and wraps for the same $2.50 Paid and $.40 Reduced lunch price.

A la carte drinks including water bottles are available for purchase but may not be substituted for milk for the breakfast or lunch meals. Cups at each cashier station are available for students to fill at a water fountain.
Meal Prices

Breakfast is $1.15 for Paid students and $.30 for Reduced students.

Lunch is $2.50 for Paid students and $.40 for Reduced students.

Domino Pizza Lunch is $3.05 for paid students and $.40 for Reduced students.

Boars Head Deli Lunch is $3.05 for Paid student and $.40 for Reduced student.

À la carte items are available ranging in price from $.50 to $3.60.

Funding Your Child’s Meal Account

Parents can pay with a credit/debit card by going to SchoolCafe.com or they may send in a check or cash with their child. Homeroom teachers will send checks or cash to the café cashiers who will enter all prepayments into the child’s meal account. No receipts are given; the cancelled check will serve as the receipt. Checks should be made payable to EPSD Cafeteria Fund. Please include your child’s name and ID # on the check or with your payment. For multiple children (even if they attend different schools), you can include all children’s names and ID numbers on one check, noting the amount you would like deposited into each child’s account. Money in a student’s meal account can only be used for food purchases in the cafeteria and will follow your child every school year.

Refunds and Transfer Requests can be completed by submitting the online form entitled Cafeteria Refund/Transfer Funds Request on the Food Service website. Cafeteria balances of $2.50 or more will be mailed within thirty (30) days of a student’s withdrawal from the district.

Graduated Senior balances will be transferred to enrolled siblings, if applicable, unless a request for refund is completed. All other Senior refunds of $2.50 or more will be mailed within thirty (30) days of graduation.

Benefits of SchoolCafe –

- Mobile-Friendly app
- 24/7Access. You will need your student’s ID number to set up a new account
- Fund your child’s account securely with your Visa or MasterCard
- Set-up automatic payments or make one-time payments
- View account balance and student purchase history
- Sign up to receive email notices when account balances are low
- Place student limits on à la carte purchases
  Note: there is a fee per each transaction

Meal Procedures

Students bring their food items to the cashier and access their meal account by entering their student ID number into the number pad. Purchases are deducted from the money in the student’s
meal account. For a student eligible for Free meals, the computer will recognize that the student does not owe any money for breakfast or lunch; it will simply appear that the meal purchase has been deducted from the student’s account. For a student eligible for Reduced priced meals, the computer will recognize that the student is to be charged the Reduced breakfast or lunch price and will deduct it from the balance of the money that has been deposited into the student’s meal account. A Free and Reduced priced student may purchase à la carte items if s/he has money in his/her meal account.

Free and Reduced

The majority of Free students are granted eligibility by Direct Certification. The PA Department of Education provides the district with a Direct Certification list based on the household income and government services families receive. If your child is eligible for Free meals this school year based on Direct Certification, you will receive a Notification of Approval of Free Meals Direct Certification letter in the mail. The first letters are mailed in mid-July.

*If you wish to refuse this benefit, please contact the Food Service Office and Paid status will be applied.

If you do not receive a Direct Certification letter prior to the start of the school year, you may apply for Free and Reduced priced meals based on your household income by completing the online Free and Reduced priced meal application at www.schoolcafe.com or the SchoolCafe mobile app where multiple language meal options are available. Once your application is received and processed, you will receive a notification letter in the mail and/or email alerting you to your child’s eligibility determination. If your application determination is Reduced or denied and your household income decreases anytime during the year, you may submit another Free and Reduced priced meal application.

If your child qualifies for Free or Reduced priced meals, the approval will apply to the current school year and the first thirty (30) days of the next school year (the grace period). A new application will need to be submitted unless you receive a Direct Certification letter. If you do not reapply before the last day of the grace period, your child’s status will revert to Paid on the 31st school day. Notices will be mailed prior to the end of the grace period to remind parents to reapply for Free and Reduced meals.

Completing an application online at www.schoolcafe.com or the SchoolCafe mobile app is the quickest and most secure way to apply for Free or Reduced priced meals. Free and Reduced paper applications are available to parents without computer or smartphone access by calling the Food Service Office at 610-966-8309. Applications are available in multiple languages. Completed paper applications should be returned to the school’s main office or directly to the Food Service Office at 800 Pine St., Emmaus, PA 18049.
Collection of Unpaid Meal Charges

School Lunch Debt

Students will not be denied a regular reimbursable meal. Students who do not have money with them or in their meal accounts may charge the cost of their meal to their account and debt will accrue. Students may not charge food items beyond what constitutes a regular reimbursable meal.

Debt Collection

At the beginning of the school year, letters listing money owed will be mailed or emailed by the food service provider or Business Office to any parents/guardians whose children have accrued debt during previous years.

Balance reminders will be sent home every two (2) weeks by the food service provider for students who have accrued debt.

If the debt remains unpaid for two (2) months, the food service provider, building principal or designee will contact the parent/guardian to discuss payment options.

If the debt remains unpaid for six (6) months, the Superintendent or designee will send a letter to the parent/guardian advising that the debt be referred to a collection agency or legal action be taken.
EXHIBIT A

SCHEDULE NO. PUB18049 DATED October 22, 2018 TO MASTER LEASE PURCHASE AGREEMENT DATED January 3, 2017

This Schedule No. PUB18049 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated January 3, 2017 ("Master Lease"), and is effective as of October 22, 2018. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes.

<table>
<thead>
<tr>
<th>QTY</th>
<th>EQUIPMENT DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Computer Hardware--See attached Exhibit 1.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>LEASE PAYMENT SCHEDULE</th>
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<tbody>
<tr>
<td>Pmt #</td>
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<tr>
<td>Pmt #</td>
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<tr>
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<td>4</td>
</tr>
<tr>
<td>5</td>
</tr>
<tr>
<td>Total</td>
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</tbody>
</table>

LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR IS $261,602.05 AND THAT SUCH AMOUNT, NET OF ANY ADVANCE PAYMENTS, IS THE ISSUE PRICE FOR FEDERAL INCOME TAX PURPOSES. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 3.99%. SUCH ISSUE PRICE AND YIELD WILL BE STATED IN THE APPLICABLE IRS FORM 8038-G OR 8038-GC, AS APPLICABLE.

IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: 11/1/2018

LESSOR: APPLE INC. 
 SIGNATURE: x____________
 NAME/ TITLE: x___________
 DATE: x_________

LESSEE: EAST PENN SCHOOL DISTRICT
 SIGNATURE: x____________
 NAME/ TITLE: xDr. Kenneth Bacher, President
 DATE: xOctober 22, 2018
<table>
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<tr>
<th></th>
<th>Item Description</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
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<td>iPad Wi-Fi 32GB - Space Gray (10-pack)</td>
<td>77</td>
</tr>
<tr>
<td></td>
<td>Part Number: BN3U2LL/A</td>
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<td></td>
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<tr>
<td>3</td>
<td>STM dux Case for iPad (5th &amp; 6th Gen) - Black -</td>
<td>77</td>
</tr>
<tr>
<td></td>
<td>Special 10-Pack Pricing</td>
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</tbody>
</table>
The above Equipment includes all attachments and accessories attached thereto and made a part thereof.
ACCEPTANCE OF LEASE PAYMENT OBLIGATION

Re: Master Lease Schedule of Equipment No. PUB18049 to that certain Master Lease Purchase Agreement dated as of January 3, 2017 between Apple Inc., as Lessor, and EAST PENN SCHOOL DISTRICT, as Lessee.

In accordance with the Master Lease Purchase Agreement (the "Agreement"), the undersigned hereby acknowledges and represents that:

All or a portion of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Master Lease Schedule of Equipment No. PUB18049 (the "Schedule") has not been delivered, installed, or available for use and has not been placed in service as of the date hereof;

Lessee acknowledges that Lessor has agreed to set aside funds in an amount sufficient to provide financing (to the extent requested by Lessee and agreed to by Lessor) for the Equipment listed in the Schedule (the "Financed Amount");

The Financed Amount is set forth as the "Principal Component" of Lease Payments in the Lease Payment Schedule attached to the Schedule as Exhibit A ("Exhibit A"); and

Lessee agrees to execute a Payment Request Form, attached to the Agreement as Exhibit B, authorizing payment of the Financed Amount, or a portion thereof, for each disbursement of funds.

NOTWITHSTANDING that all or a portion of the Equipment has not been delivered to, or accepted by, Lessee on the date hereof, Lessee warrants that:

(a) Lessee's obligation to commence Lease Payments as set forth in Exhibit A is absolute and unconditional as of the Commencement Date of the Schedule and on each date set forth in Exhibit A thereafter, subject to the terms and conditions of the Agreement;

(b) Immediately upon delivery and acceptance of all the Equipment, Lessee will notify Lessor of Lessee's final acceptance of the Equipment by delivering to Lessor a "Final Acceptance Certificate" in the form set forth as Exhibit B to the Agreement;

(c) In the event that any surplus amount remains from the funds set aside or an event of nonappropriation under the Agreement occurs, any amount then remaining shall be applied or distributed in accordance with Lessor's standard servicing procedures, which includes, but is not limited to, application of the remaining amount to the next Lease Payment and other amounts due; and

(d) Regardless of whether Lessee delivers a Final Acceptance Certificate, Lessee shall be obligated to pay all Lease Payments (including principal and interest) as they become due as set forth in Exhibit A.

AGREED TO on October 22, 2018

EAST PENN SCHOOL DISTRICT

By X ____________________________
Name X Dr. Kenneth Bacher
Title X President
EXHIBIT C

INCUMBENCY CERTIFICATE

SCHEDULE NO. PUB18049 TO MASTER LEASE PURCHASE AGREEMENT DATED January 3, 2017

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

LESSEE: EAST PENN SCHOOL DISTRICT

Signature: x ____________________________

Printed Name/Title: x Janine Allen, Board Secretary

Date: x October 22, 2018

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)
EXHIBIT D

BANK QUALIFIED DESIGNATION

SCHEDULE NO. PUB18049 TO MASTER LEASE PURCHASE AGREEMENT DATED January 3, 2017

Lessee hereby represents and certifies the following (please check one):

Bank Qualified

☐ Lessee has designated, and hereby designates, this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). In making that designation, Lessee hereby certifies and represents that:

- As of the date hereof in the current calendar year, neither Lessee nor any other issuer on behalf of Lessee has designated more than $10,000,000 of obligations (including this Lease) as "qualified tax-exempt obligations";
- Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the current calendar year will not exceed $10,000,000;
- The Lease will not be at any time a "private activity bond" as defined in Section 141 of the Code;
- The Lease is not subject to control by any entity and there are no entities subject to control by Lessee; and
- Not more than $10,000,000 of obligations of any kind (including the Lease) issued by, on behalf of or allocated to Lessee will be designated for purposes of Section 265(b)(3) of the Code during the current calendar year.

Non-Bank Qualified

☒ Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

LESSEE:

EAST PENN SCHOOL DISTRICT

Signature: ☒________________________________________
Printed Name/Title: ☒Dr. Kenneth Bacher, President
Date: ☒October 22, 2018
EXHIBIT E
LEASE PAYMENT INSTRUCTIONS

Pursuant to the Master Lease Purchase Agreement dated January 3, 2017 (the "Master Lease"), Schedule No. PUB18049, between Apple Inc. (the "Lessor") and EAST PENN SCHOOL DISTRICT (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Lease.

LESSEE NAME: East Penn School District
TAX ID#: 23-6005326
SHIP TO ADDRESS: 800 Pine Street, Emmaus, PA 18049
DELIVERY CONTACT NAME: Michael Mohn, Director of Technology
DELIVERY CONTACT PHONE NUMBER AND EMAIL: 610-966-8381 // mmohn@eastpennsd.org
DIGITAL PRODUCT DELIVERY CONTACT NAME AND EMAIL: Michael Mohn mmohn@eastpennsd.org
INVOICE MAILING PHYSICAL ADDRESS: 800 Pine Street, Emmaus, PA 18046
WOULD YOU LIKE YOUR INVOICES SENT ELECTRONICALLY? ___ YES  No  NO
IF YES PLEASE PROVIDE EMAIL ADDRESS: N/A

Mail invoices to the attention of: Director of Technology
Phone (610) 966-8381
Fax (____)_____

Approval of Invoices required by: Business Administrator
Phone (610) 966-8300
Fax (____)_____
Email: ________

Accounts Payable Contact: Accounts Payable
Phone (610) 966-8304
Fax (____)_____
Email: jschiermeyer@eastpennsd.org

Processing time for Invoices: 10 days  Approval: 10 days  Checks: 10 days

Do you have a Purchase Order Number that you would like included on the invoice? No  Yes ___ PO# _____

Do your Purchase order numbers change annually? No  Yes  ___ Processing time for new purchase orders: ___

LESSEE: EAST PENN SCHOOL DISTRICT
SIGNATURE: X __________________________
NAME / TITLE: X Dr. Kenneth Bacher, President
DATE: X October 22, 2018 __________________________
USER AGREEMENT FOR ARBITERPAY PAYORS

This User Agreement ("Agreement") is a contract between you, ArbiterPay and the Trustee. This Agreement governs your use of the ArbiterPay Services, your Account and the Website, whether you access the ArbiterPay Services through a computer, an app on a mobile device, or any other means of access. You must read, agree to and accept all of the terms and conditions contained in this Agreement in order to use the ArbiterPay Services, your Account and the Website. If you are subscribing to the ArbiterPay Services on behalf of any business, school, group or other entity, then (i) you represent and warrant that you are duly authorized by such entity to enter into this Agreement on such entity’s behalf, and (ii) the terms “you” and “your” will also refer to the entity that you represent and to any person using the ArbiterPay Services on behalf of such entity.

This is an important legal document that you must consider carefully when choosing whether to use the ArbiterPay Services, your Account and the Website. Please be advised: This Agreement contains provisions that govern how legal claims that you may have against ArbiterPay are resolved (See section 38, “Disputes with ArbiterPay,” below). Those dispute resolution provisions contain an agreement to arbitrate, which will require you to submit claims you have against us to binding and final arbitration.

BY CLICKING “I AGREE” BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU WILL NOT BE GIVEN ACCESS TO THE ARBITERPAY SERVICES.

This Agreement contains 44 sections, and you may jump directly to any section by selecting the appropriate link below. The headings below are for reference only and do not limit the scope of each section. Some capitalized terms have specific definitions, and we have provided such definitions in section 44.

1. Purpose
2. Establishing and Funding Your Account
3. Your Relationship with the Trustee
4. Your Relationship with ArbiterPay
5. Relationship between the Trustee and ArbiterPay
6. The Trust Account
7. Registering ArbiterPay Users
8. Payments
9. Account Statements
10. Unauthorized Transactions
11. Errors by ArbiterPay
12. Fees for Funding Accounts
13. Fees for Payments
14. Investment of Funds
15. Fees to ArbiterPay
16. Notices to You
17. Notices to ArbiterPay
18. Identity Authentication
19. Closing Your Account
20. Suspension; Termination
21. Accounting and Taxes
22. Intellectual Property
23. Restricted Activities
24. Limitation on Duties of ArbiterPay
25. Amendment
26. Removal of Trustee
27. Resignation of Trustee
28. Successor Trustee
29. Compensation for Trustee
30. Limit on Liability
31. No Expenses for the Trustee
1. **Purpose.** This Agreement will allow you to establish an Account with ArbiterPay and to deposit Funds into the Trust Account in order to use the ArbiterPay Services to automate your payments to ArbiterPay Users.

2. **Establishing and Funding Your Account.** You must establish an Account on the Website in order to make Payments to ArbiterPay Users using the ArbiterPay Services. Once your Account is established, you must fund the Account in an amount of U.S. dollars sufficient to cover any Payments entered by you on the Website. Funding your Account may be accomplished by (i) requesting an ACH debit through the Website into the Trust Account; (ii) electronic transfer (for example, an ACH transfer or a wire transfer) from your bank account into the Trust Account; or (iii) providing a check to the Trustee in the manner described on the Website. In the case of an ACH debit using the Website, you authorize ArbiterPay to initiate, and your financial institution to honor, electronic debits and credits in the amount you designate through the Website. You may be charged a fee to cover transaction charges associated with funding your Account as described in section 12 below. Unless you elect to fund your Account by an ACH debit through the Website, you may be charged a fee to manually enter the funding information as described in section 12 below. You understand that ACH debits/credits and checks take approximately five Business Days for funds to be fully collected or dispersed. You understand that it is your responsibility to monitor and maintain Funds in your Account. ArbiterPay will not authorize Payments by you in excess of the positive balance in your Account.
3. **Your Relationship with the Trustee.** The Trustee will act as trustee of the Trust Account and, subject to the terms and conditions of this Agreement, will act for the benefit of all ArbiterPay Payors having Funds deposited in the Trust Account. The Funds will be held in the name of the Trustee. You specifically acknowledge and agree that Funds deposited by you into the Trust Account will be pooled and commingled with Funds submitted by other ArbiterPay Payors and amounts due and owing to ArbiterPay as its fees pursuant to the terms of this Agreement. The Trustee will hold your Funds in the Trust Account in accordance with, and subject to, the terms and conditions contained in this Agreement.

4. **Your Relationship with ArbiterPay.** You hereby appoint ArbiterPay to act as your designated agent for purposes of this Agreement. Among other things, you hereby expressly authorize ArbiterPay to (i) perform the ArbiterPay Services; (ii) maintain records of your Account and all Payments; (iii) direct the Trustee to invest the Funds as provided in section 14; (iv) authorize and direct the Trustee to disburse Payments to ArbiterPay Users; (v) make individual Payment information available to applicable ArbiterPay Users; (vi) collect the information necessary to establish your Account; (vii) to disclose such information to the Trustee; and (viii) take any other action that ArbiterPay deems necessary or desirable to carry out the transactions constituting the ArbiterPay Services, subject to the provisions of section 24 below. ArbiterPay agrees to act in accordance with the data, instructions and directions entered by you on the Website. You hereby authorize the Trustee to follow the instructions of ArbiterPay (whether electronic, written or oral) and you agree that the Trustee may completely rely on such instructions of ArbiterPay without further investigation or authorization from you.

5. **Relationship between the Trustee and ArbiterPay.** For purposes of collecting information from you and authorizing, authenticating and completing Payments to ArbiterPay Users, ArbiterPay will be acting as an agent for the Bank. You acknowledge and expressly agree to ArbiterPay’s acting as both your agent and as the agent for the Bank for purposes of this Agreement. You hereby waive any conflict resulting from such relationships. ArbiterPay agrees to be solely responsible for ensuring compliance with all applicable federal and state laws relating to (i) the opening and maintenance of accounts opened by or on behalf of ArbiterPay Payors, Users and customers; (ii) the acceptance of each ArbiterPay Payor and User as a customer of ArbiterPay; (iii) the confidentiality of ArbiterPay Payor, User and customer information; and (iv) all other functions related to the ArbiterPay’s responsibilities under this Agreement. The Trustee agrees to be solely responsible for ensuring compliance with all applicable federal and state laws relating to (i) the opening and maintenance of the Trust Account; (ii) the acceptance of funds deposited by each ArbiterPay Payor into the Trust Account; (iii) the confidentiality of Trustee customer information; (iv) the transmitting of Payments; and (v) all other functions related to the Trustee’s responsibilities under this Agreement. The parties acknowledge that each party is relying on the other party to comply with these provisions as a material term of this Agreement.

6. **The Trust Account.** Positive balances shown in your online Account represent Funds actually held by the Trustee in the Trust Account. The Trustee will hold title to all Funds deposited in the Trust Account for the proportionate benefit of the ArbiterPay Payors as shown on the records maintained by ArbiterPay or the Trustee, as applicable. The Funds will be held in the Trust Account until such time as you direct ArbiterPay through the Website to make Payments to specific
ArbiterPay Users and such Payments are requested by and distributed to the respective ArbiterPay User. By depositing Funds and providing Payment information on the Website, you are authorizing the Trustee, and ArbiterPay acting as your designated agent, to make Payments from the Trust Account as described in this Agreement.


8. Payments. You may only initiate Payment to ArbiterPay Users through the Website. ArbiterPay Services may only be used to make Payments to ArbiterPay Users who agree to be bound by the terms of the User Agreement for ArbiterPay Users. ArbiterPay, acting as your designated agent, will authorize the transfer of Funds for Payments either by (i) electronic transfer (for example, an ACH transfer and or a wire transfer) to the ArbiterPay User's designated bank account; (ii) crediting the ArbiterPay User's designated debit card account; or (iii) check to the address provided by the ArbiterPay User, as requested by the applicable ArbiterPay User. You understand that it is your responsibility to obtain each ArbiterPay User's user name and account number so that ArbiterPay Users can be paid through the ArbiterPay Services. You understand that Funds must be available in your Account to fund any Payments. The Trustee will not be obligated to make any Payments until the funds therefor have been received by the Trustee. In authorizing Payments, ArbiterPay is entitled to rely on the information and instructions provided by you on the Website. You are responsible to keep such information and instructions current and accurate. You agree that such information and instructions constitute your authorization and instruction to ArbiterPay to authorize such transfers, as your agent. The Trustee is entitled to rely solely on the directions of ArbiterPay without reviewing any other information. Once you have provided your authorization for a Payment, you may not be able cancel the Payment.

9. Account Statements. You may view your transaction history and Account information by logging in to your Account and looking at your Account history. You agree to review your transactions through the Website and you acknowledge that you will not receive periodic account statements by mail or email.

10. Unauthorized Transactions. You are responsible to maintain the confidentiality of your username and password. You should IMMEDIATELY notify ArbiterPay, by contacting the Customer Support Department at 801-576-9436, if you believe (i) there has been an unauthorized transaction or unauthorized access to your Account; (ii) your password has been compromised; (iii) you made an error in information provided on the Website; (iv) you believe there is an error with respect to your Account information or history; or (v) you need more information about a transaction linked to your Account. You should regularly log in to your Account and review your Account history to ensure that there have not been any unauthorized transactions or errors. YOU ARE RESPONSIBLE FOR ALL TRANSACTIONS CONDUCTED ON YOUR ACCOUNT USING YOUR USERNAME AND PASSWORD, REGARDLESS OF WHETHER OR NOT THEY WERE AUTHORIZED BY YOU. NEITHER ARBITERPAY NOR THE TRUSTEE WILL REIMBURSE YOU FOR ANY UNAUTHORIZED TRANSACTIONS WHICH OCCUR PRIOR TO THE TIME WE RECEIVE NOTIFICATION FROM YOU OF THE UNAUTHORIZED ACTIVITY.
II. Errors by ArbiterPay. If ArbiterPay makes a processing error, we will rectify the error. If the error results in a loss to you, ArbiterPay will credit your Account for the amount of the loss. You agree that in such case ArbiterPay assumes your rights against the recipient and third parties related to such error, and may pursue those rights directly or on your behalf, in ArbiterPay’s discretion. In the event that ArbiterPay erroneously credits your Account or a credit to you is invalidated for any reason, you hereby authorize ArbiterPay to debit your Account and, if such erroneous or invalid credit has been processed, to debit the account of your financial institution shown on your Account for an amount not to exceed the original amount of the erroneous or invalid credit. You further authorize your financial institution shown on your Account to accept the debit of such amount from your account. This authorization will remain in effect until ArbiterPay has received written notice from you of termination of such authorization in such time and such manner as to afford ArbiterPay reasonable opportunity to act upon it.

12. Fees for Funding Accounts. Currently, there is no enrollment cost or monthly cost to maintain your Account. However, you acknowledge that ArbiterPay reserves the right to change its fee structure at any time. You may be charged a fee to cover transaction charges associated with funding your Account. Unless you elect to fund your Account by an ACH debit through the Website, you may be charged a fee to manually enter the funding information. You understand that any ACH debit request that is returned as a non-sufficient fund transaction will be assessed a transaction fee. You can request a schedule of fees charged by ArbiterPay to Payors by contacting ArbiterPay at www.arbiterpay.com. You are solely responsible for any fees charged directly by your financial institution associated with ACH debits and credits initiated through the Website.

13. Fees for Payments. ArbiterPay may charge a fee to make Payments from your Account. ArbiterPay may also charge a monthly inactivity fee if there has been no activity on your Account for one year. You acknowledge that ArbiterPay reserves the right to change its fee structure at any time. You can request a schedule of fees charged by ArbiterPay to Payors by contacting ArbiterPay at www.arbiterpay.com.

14. Investment of Funds. All Funds in the Trust Account shall be invested as directed by ArbiterPay, provided that all Funds shall be deposited in accounts that are FDIC-insured to the extent that such Funds are within applicable FDIC limitations, or in obligations of, or obligations fully guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof. You hereby acknowledge that ArbiterPay will direct the investment of the Trust Account Funds, in accordance with this section, and that such investments may not be deposits in or obligations of the Trustee. For purposes of determining the portion of the Trust Account Funds owned by you in each financial institution in which Trust Account Funds are invested, your Funds will be deemed to be distributed among such financial institutions in the same proportions as the Trust Account Funds are distributed among such financial institutions. For example, if 25% of the Trust Account Funds are deposited at a particular financial institution, then 25% of your Funds in the Trust Account are deemed to be held at such financial institution. The list of financial institutions in which Trust Account Funds are invested can be viewed at www.arbiterpay.com. You agree and accept that it is your responsibility to ensure that the proportionate share of the Funds in your Account held by any financial institution, when combined with other accounts, funds or investments you may have with such financial institutions in any capacity, do not exceed the limits permitted by the FDIC for its insurance coverage.
15. **Fees to ArbiterPay.** You agree that you will not receive interest or other earnings on the Funds in the Trust Account. In addition to any other fees paid by you in connection with the ArbiterPay Services, you agree that in consideration for your use of the ArbiterPay Services, you irrevocably transfer and assign to ArbiterPay any ownership right that you may have in any interest or earnings that may accrue on Funds held in the Trust Account. This assignment applies only to interest and earnings on your Funds, and nothing in this Agreement grants ArbiterPay any ownership right to the principal of the Funds in the Trust Account. The Trustee will treat such interest and earnings as property of ArbiterPay and is authorized to pay such earnings as directed by ArbiterPay without further authorization from you.

16. **Notices to You.** You agree that ArbiterPay may provide notice to you by posting it on the Website, emailing it to the email address listed on your Account, or mailing it to the street address listed on your Account. Such notice will be considered to be received by you within 24 hours of the time it is posted to the Website or emailed to you unless we receive notice that the email was not delivered. If the notice is sent by regular U.S. mail, ArbiterPay will consider it to have been received by you three Business Days after it is sent.

17. **Notices to ArbiterPay.** Other than as set forth in section 38 below, all notices to ArbiterPay must be provided by mail sent to: ArbiterSports, LLC, 235 West Sego Lily Drive, Suite 200, Sandy, Utah 84070. Such notices will be effective when actually received by ArbiterPay. No oral communications will be effective to provide notice to ArbiterPay under this Agreement.

18. **Identity Authentication.** You authorize ArbiterPay and the Trustee, directly or through third parties, to make any inquiries they consider necessary to validate your identity. This may include asking you for further information, including requiring you to provide a taxpayer identification number and other information that will allow them to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial accounts, ordering a credit report, and verifying your information against third-party databases or through other sources. ArbiterPay reserves the right to close, suspend or limit access to your Account, the ArbiterPay Services and the Website in the event we or the Trustee are unable to obtain or verify this information.

19. **Closing Your Account.** You may close your Account at any time by sending a signed written request to: ArbiterSports, LLC, 235 West Sego Lily Drive, Suite 200, Sandy, Utah 84070. You must use or withdraw your Account balance prior to closing your Account. Upon Account closure, we will cancel any pending transactions. ArbiterPay may close your Account if there has been no activity on your Account for one year, whereupon ArbiterPay, acting as your designated agent, may direct the Trustee to return to you any uncommitted Funds remaining in your Account to the last address shown on ArbiterPay’s records, or as otherwise permitted by applicable law. ArbiterPay may charge a reasonable fee for processing remaining Funds upon closure of your Account due to inactivity. You can request a schedule of fees charged by ArbiterPay to Payors by contacting ArbiterPay at www.arbiterpay.com.

20. **Suspension; Termination.** ArbiterPay may suspend or limit your access to the Website, your Account or the ArbiterPay Services for so long as reasonably needed to protect against the
risk of liability in the event ArbiterPay suspects you may have engaged in any of the restricted activities set forth in section 23 below or you are in breach of this Agreement or any other agreement or policy you enter into with ArbiterPay or the Trustee. ArbiterPay, in its sole discretion, reserves the right to terminate this Agreement for any reason and at any time upon notice to you and payment to you of all of your unrestricted Funds held in the Trust Account. In addition, this Agreement will terminate at such time as you have closed your Account.

21. Accounting and Taxes. The Trustee shall keep all appropriate books and records relating to the receipt and disbursement by it of all monies under this Agreement. It is your responsibility to determine what, if any, taxes apply to the Payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority with respect to such Payments. You acknowledge that ArbiterPay is not responsible for determining whether taxes apply to your transactions. You further acknowledge that ArbiterPay is not responsible for collecting, reporting or remitting any taxes, garnishments, levies, or any other third party collections or payments with respect to any Payments. ArbiterPay will keep records of all Payments made to ArbiterPay Users. You may elect on the Website to have ArbiterPay issue 1099 tax forms to ArbiterPay Users on your behalf. You agree and acknowledge that any 1099 tax forms issued to ArbiterPay Users on your behalf will be issued electronically. You acknowledge that the information provided by ArbiterPay Users from their online application will be used as a substitute for IRS form W-9. You specifically certify that (i) ArbiterPay has notified you that the information you submitted in connection with opening your Account will be used as a substitute for IRS form W-9; (ii) the number shown on your online Account application form is your correct taxpayer identification number; (iii) you are a U.S. person (including a U.S. resident alien); and (iv) you are not subject to backup withholding because (a) you are exempt from backup withholding, (b) you have not been notified by the IRS that you are subject to backup withholding as a result of a failure to report all interest or dividend income, or (c) the IRS has notified you that you are no longer subject to backup withholding.

22. Intellectual Property. “ArbiterPay.com,” “RefPay.com,” “ArbiterSports.com,” “ArbiterPay” and all logos, products and services related to the Website or the ArbiterPay Services are either trademarks or registered trademarks of ArbiterPay or its licensors. You may not copy, imitate or use them without ArbiterPay’s prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of ArbiterPay. You may not copy, imitate, or use them without our prior written consent. All right, title and interest in and to the Website, any content thereon, the ArbiterPay Services, any content or technology related to the ArbiterPay Services, and any and all content and technology created or derived from any of the foregoing is the exclusive property of ArbiterPay and its licensors.

23. Restricted Activities. In connection with your use of the Website, your Account and the ArbiterPay Services, or in the course of your interactions with ArbiterPay, the Trustee, ArbiterPay Payors, ArbiterPay Users or third parties, you agree that you will not:

a. breach this Agreement or any other agreement or policy that you have entered into with ArbiterPay or the Trustee;

b. violate any law, statute, ordinance, or regulation;
c. infringe on ArbiterPay's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;

d. act in a manner that is defamatory, trade libelous, threatening or harassing;

e. provide false, inaccurate or misleading information;

f. send or receive fraudulent funds;

g. disclose or distribute another ArbiterPay Payor's or ArbiterPay User's information to a third party or use such information for marketing purposes or to contact such ArbiterPay Payor or ArbiterPay User without their prior consent;

h. facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information with respect to the Website, your Account or the ArbiterPay Services;

i. copy, reproduce, communicate to any third party, alter, modify, create derivative works of, publicly display or frame any content obtained from the Website or the ArbiterPay Services without our or any applicable third party's prior written consent;

j. allow your use of the Website, your Account or the ArbiterPay Services to create a risk of non-compliance by ArbiterPay with any applicable anti-money-laundering, counter-terrorism or similar laws and regulatory obligations;

k. refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us; or

l. undertake any action which could amount to unjust enrichment during the course of a dispute by receiving or attempting to receive funds for the same transaction from each of ArbiterPay, the Trustee and applicable ArbiterPay Users.

In the event ArbiterPay, in its sole discretion, believes you may have engaged in any of the above restricted activities, we may take various actions to protect ArbiterPay, the Trustee, other ArbiterPay Payors, ArbiterPay Users and third parties, including without limitation, in addition to any other remedies provided in this Agreement or at law or in equity, notifying the Trustee, other ArbiterPay Payors, ArbiterPay Users, third parties and law enforcement of your actions, instructing the Trustee to withhold the distribution of Funds from your Account to protect against the risk of liability, updating inaccurate information about you and/or refusing to provide ArbiterPay Services to you in the future.

24. Limitation on Duties of ArbiterPay. ArbiterPay's duties under this Agreement are limited to (i) providing software, data management and website services; (ii) acting as your agent as
described in this Agreement; and (iii) interacting with and instructing the Trustee as described in
this Agreement. ArbiterPay will not receive, hold, own or transmit any funds whatsoever and
will not provide any financial or banking services. No provision of this Agreement should be
read or interpreted to authorize or require ArbiterPay to perform any action that would cause
ArbiterPay to be subject to, or in violation of, any federal, state or local law or regulation
applicable to money transmitters, banks or other financial institutions or financial service
providers.

25. Amendment. ArbiterPay, after receiving the consent of the Trustee, may amend this
Agreement at any time by posting a revised version on the Website. The revised version will be
effective at the time it is posted. In addition, if the revised version includes a Substantial Change,
we will provide you with 30 Days' prior notice of the Substantial Change by posting notice on the
"ArbiterPay Home" page of the Website. You specifically authorize ArbiterPay and the Trustee to
act in accordance with the terms of such amendment and, without limiting the foregoing, any use
by you of the Website after the effective date of such amendment will confirm your consent to
such amendment.

26. Removal of Trustee. ArbiterPay, acting as your agent, may remove the Trustee as trustee
of the Trust Account at any time by giving 30 Days' written notice to the Trustee. Such removal
will take effect immediately upon the earlier to occur of either (i) the appointment of a successor
pursuant to section 28 below, or (ii) the expiration of the 30-Day notice period, whereupon all
powers, rights and obligations of the removed Trustee under this Agreement shall cease and
terminate. You may not remove or change the Trustee.

27. Resignation of Trustee. The Trustee may resign at any time upon giving 30 Days' prior
written notice of such resignation to ArbiterPay. Such resignation will take effect upon the earlier
to occur of either (i) the appointment of a successor pursuant to section 28 below, or (ii) the
expiration of the 90 Day notice period, whereupon all powers, rights and obligations of the
resigning Trustee under this Agreement shall cease and terminate.

28. Successor and Additional Trustees. Promptly upon removal of, or receipt of a notice of
resignation from, the Trustee, a successor shall be appointed by ArbiterPay and the successor will
execute and deliver to its predecessor an instrument accepting such appointment. Such successor
shall assume all powers, rights and obligations of such predecessor. One or more financial
institutions may be appointed by ArbiterPay to act as Trustee under this Agreement simultaneously,
and each such financial institution shall act as Trustee solely with respect to funds
deposited with such Trustee and shall have no liability with respect to funds deposited with any
other Trustee.

29. Compensation for Trustee. The Trustee agrees that its compensation shall be paid by
ArbiterPay and that the ArbiterPay Payors shall not have any liability to the Trustee for
compensation for its services.

30. Limit on Liability. Neither ArbiterPay nor the Trustee shall incur any liability to anyone in
acting or refraining from acting upon any data, instructions, notice, report, or other document
reasonably believed by it to be genuine and believed by it to be authorized by the proper party or
parties. ArbiterPay and the Trustee may for all purposes hereof rely on information provided on the Website by any person using your duly authorized user name and password. In the administration of this Agreement, ArbiterPay and the Trustee may rely on advice of counsel, accountants and other skilled persons to be selected and employed by them, and ArbiterPay and the Trustee shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the actions, advice or opinion of any such counsel, accountants or other skilled persons. IN NO EVENT SHALL ARBITERPAY OR THE TRUSTEE, OR THEIR PARENT COMPANIES, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH THE ARBITERPAY SERVICES, THE WEBSITE OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), AND ANY LIABILITY OF SUCH PERSONS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

31. No Expenses for the Trustee. The Trustee shall not have any obligation by virtue of this Agreement to expend or risk any of its own funds, or to take any action which could, in the reasonable opinion of the Trustee, result in any cost or expense being incurred by the Trustee. The Trustee shall not be required to take any action or refrain from taking any action under this Agreement unless it shall have been indemnified in a manner and form satisfactory to the Trustee against any liability, cost or expense (including reasonable attorneys' fees) which may be incurred in connection therewith. No provisions of this Agreement shall be deemed to impose any duty on the Trustee to take any action if the Trustee shall have been advised by counsel that such action would expose it to personal liability, is contrary to the terms hereof or is contrary to law. In the event that any claim is brought against the Trustee by any ArbiterPay Payor, the Trustee shall be reimbursed from the Funds of such ArbiterPay Payor for all reasonable costs and expenses incurred by the Trustee in connection with such claims except for claims resulting from (i) the willful misconduct or gross negligence on the part of the Trustee in the performance or nonperformance of its duties hereunder or otherwise, or (ii) the failure to use ordinary care on the part of the Trustee in the disbursement of Funds in accordance with the terms of this Agreement. If an event of default under this Agreement shall occur, the Trustee shall be entitled to receive reasonable compensation for its additional responsibilities, and payment or reimbursement for its expenses. The Trustee shall have a lien on the Funds of the applicable ArbiterPay Payor to secure payment of such compensation and expenses resulting from the default of such ArbiterPay Payor.

32. Certain Duties and Responsibilities of the Trustee. The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, and no implied duties, covenants or obligations shall be read into this Agreement against the Trustee.

33. Indemnification. You hereby agree to assume liability for, and to indemnify, protect, save and keep harmless the Trustee, and its successors, assigns, representatives, and agents, from and against any and all liabilities, obligations, losses, damages, penalties, taxes (excluding any taxes payable by the Trustee on or measured by any compensation received by the Trustee for its services hereunder), claims, actions, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys’ fees and expenses) of any kind and nature whatsoever, which may be imposed on, incurred by or asserted against the Trustee in any way relating to or arising out of
your actions in connection with this Agreement or the enforcement of any of the terms hereof against you, except (i) in the case of willful misconduct or gross negligence on the part of the Trustee in the performance or nonperformance of its duties hereunder or otherwise, or (ii) in the case of the failure to use ordinary care on the part of the Trustee in the disbursement of Funds in accordance with the terms of this Agreement. You agree to defend, indemnify and hold ArbiterSports, LLC dba ArbiterPay, its parent, officers, directors and employees harmless from any claim or demand (including attorneys’ fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Website, your Account and the ArbiterPay Services, and/or your violation of any law or the rights of any third party.

34. Trust Agreement for Benefit of Certain Parties Only. The Trustee is an intended beneficiary of this Agreement. Nothing herein, whether expressed or implied, shall be construed to give any person other than you, ArbiterPay and the Trustee any legal or equitable right, remedy or claim under or in respect of this Agreement.

35. Situs of Trust Account. The Trust Account has been accepted by the Trustee and will be administered in the State of Utah.

36. Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of; and shall be enforceable by, the parties hereto and their respective successors and permitted assigns, including any successive holder of all or any part of your interest in the Trust Account. You may not transfer or assign any rights or obligations you have under this Agreement. ArbiterPay reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

37. Privacy. Protecting your privacy is very important to ArbiterPay. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

38. Disputes with ArbiterPay. If a dispute arises between you and ArbiterPay, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. Any problems you may have regarding the Website, your Account or the ArbiterPay Services may be reported to the Customer Service Department by calling 801-576-9436 or by email to disputes@arbittersports.com. In the event ArbiterPay is unable to resolve your concerns, you agree that for any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than U.S. $10,000.00, the party requesting relief may elect to resolve the dispute through binding, non-appearance-based arbitration using the Better Business Bureau arbitration services. In the event of non-appearance-based arbitration, the alternative dispute resolution provider and the parties must comply with the following rules: (i) the arbitration shall be conducted by telephone or online; (ii) it shall be solely based on written submissions as chosen by the party initiating the arbitration; and (iii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. With respect to all arbitration proceedings between you and ArbiterPay, the award of the arbitrator shall be final and binding, and any judgment on the award rendered by the arbitrator may be entered in
any court of competent jurisdiction. This section 38 does not apply to disputes between you and
the Trustee, or between you and the ArbiterPay Users.

39. **Law and Forum for Disputes.** Except as otherwise agreed by the parties or as described in
section 38 above, you agree that any claim or dispute you may have against ArbiterPay or the
Trustee must be resolved by a court located in Salt Lake City, Utah. You agree to submit to the
personal jurisdiction of the courts located within Salt Lake City, Utah for the purpose of litigating
all such claims or disputes. This Agreement shall be governed in all respects by the laws of the
State of Utah, without regard to conflict of law provisions.

40. **No Waiver.** ArbiterPay’s or the Trustee’s failure to act with respect to a breach by you or
others does not waive any right to act with respect to subsequent or similar breaches.

41. **No Warranty.** THE WEBSITE AND THE ARBITERPAY SERVICES AND THE
SERVICES PROVIDED BY THE TRUSTEE ARE PROVIDED "AS IS" AND WITHOUT ANY
REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY.
ARBITERPAY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF
MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-
INFRINGEMENT. ArbiterPay does not guarantee continuous, uninterrupted or secure access to
any part of the Website, your Account or the ArbiterPay Services, and operation of the Website
may be interfered with by numerous factors outside of our control. ArbiterPay will make
reasonable efforts to ensure that requests for electronic transactions are processed in a timely
manner but ArbiterPay makes no representations or warranties regarding the amount of time
needed to complete processing because the ArbiterPay Services are dependent upon many factors
outside of ArbiterPay’s control, such as delays in the banking system or the U.S. or international
mail service.

42. **Complete Agreement.** This Agreement, along with any other agreements or policies that
you have entered into with ArbiterPay or the Trustee, sets forth the entire understanding between
you on the one hand and ArbiterPay and the Trustee on the other hand with respect to the Website,
your Account and the ArbiterPay Services. Sections 21, 22, 24, 30, 31, 33, 34, 36, 38, 39, 40, 41,
42, 43 and 44, as well as any other terms which by their nature should survive, will survive the
termination of this Agreement. If any provision of this Agreement shall be invalid or
unenforceable, the remaining provisions hereof shall continue to be fully effective, provided that
such remaining provisions do not increase the obligations or liabilities of ArbiterPay or the Trustee.
You may obtain an electronic copy of this Agreement executed by the Trustee by requesting such
copy from ArbiterPay at the address provided in section 17 above.

43. **Effective Date.** This Agreement is effective upon your clicking “I Agree” below. YOU
ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT REPRESENTS THE EXPRESS
AGREEMENT BETWEEN YOU, ARBITERPAY AND THE TRUSTEE WITH RESPECT TO
ALL PAST AND FUTURE ARBITERPAY SERVICES AND WITH RESPECT TO ANY
FUNDS IN THE TRUST ACCOUNT, WHETHER SUCH FUNDS WERE DEPOSITED PRIOR
TO OR AFTER YOUR AGREING TO THIS AGREEMENT. IN NO EVENT MAY YOU
CLAIM THAT THIS AGREEMENT ONLY GOVERNS TRANSACTIONS OCCURRING OR
FUNDS DEPOSITED AFTER THE EFFECTIVE DATE. THIS SECTION 43 IS AN
ESSENTIAL CONDITION TO USING THE ARBITERPAY SERVICES. Prior to agreeing to this Agreement, you may request a Payment for any positive balances shown in your Account.

44. Definitions.

   a. “ACH” means the Automated Clearing House network.

   b. “Account” means your ArbiterPay account on the Website.

   c. “Agreement” means this agreement, including all subsequent amendments.

   d. “ArbiterPay,” “we,” “us” or “our” means ArbiterSports, LLC dba ArbiterPay and its subsidiaries and affiliates or an agent acting on their behalf.

   e. “ArbiterPay Payor” means you and any other person or entity using the ArbiterPay Services to make Payments to ArbiterPay Users by depositing Funds into the Trust Account.

   f. “ArbiterPay Services” means all services and related products, features, technologies and other functionalities provided or made available by ArbiterSports, LLC dba ArbiterPay and its affiliates through the Website, whether you access the ArbiterPay Services through a computer, an app on a mobile device, or any other means of access.

   g. “ArbiterPay User” means any person or entity using the ArbiterPay Services to receive Payments from ArbiterPay Payors.

   h. “Business Days” means Monday through Friday, excluding days on which the banks in the State of Utah are closed.

   i. “Days” means calendar days.

   j. “Funds” means any monies deposited by you or other ArbiterPay Payors into the Trust Account.

   k. “Payment” or “Payments” means payment by ArbiterPay Payors to ArbiterPay Users using the ArbiterPay Services and related products or services provided by or made available by ArbiterPay.

   l. “Substantial Change” means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.
m. "Trust Account" means the trust account maintained by the Trustee for the benefit of the ArbiterPay Payors.

n. "Trustee" means Bank of Utah, acting solely in its capacity as trustee, and/or such other financial institution(s) selected by ArbiterPay from time to time to act as trustee.

o. "Website" means, as applicable, ArbiterPay.com, ArbiterSports.com and/or RefPay.com and any related mobile site, and includes access portals to the ArbiterPay Services through a computer, an app on a mobile device, or any other means of access.

p. "You" or "your" means you and any other ArbiterPay Payor using the ArbiterPay Services.

To acknowledge that you agree to be bound by the terms and conditions of this Agreement, click "I Agree."
USER AGREEMENT AMENDMENT

The contract entitled User Agreement for Arbiterpay Payors and this Amendment to User Agreement for Arbiterpay Payors, form the entire agreement that applies to ArbiterSports, LLC’s services. If any conflict exists between any of these documents, this Amendment to the User Agreement for Arbiterpay Payors will govern.

As of the Date executed by the District between the following parties,
ArbiterSports, LLC (formerly Refpay, Inc)
East Penn School District
Will be changed as follows:

33. **Indemnification.** You hereby agree to assume liability for, and to indemnify, protect, save and keep harmless the Trustee, and its successors, assigns, representatives, and agents, from and against any and all liabilities, obligations, losses, damages, penalties, taxes (excluding any taxes payable by the Trustee on or measured by any compensation received by the Trustee for its services hereunder), claims, actions, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys’ fees and expenses) of any kind and nature whatsoever, which may be imposed on, incurred by or asserted against the Trustee arising out of your actions or failure to act in connection with this Agreement or the enforcement of any of the terms hereof against you, except (i) in the case of negligence on the part of the Trustee in the performance or nonperformance of its duties hereunder or otherwise, or (ii) in the case of the failure to use ordinary care on the part of the Trustee in the disbursement of Funds in accordance with the terms of this Agreement. You agree to defend, indemnify and hold ArbiterSports, LLC dba ArbiterPay, its parent, officers, directors and employees harmless from any claim or demand (including attorneys’ fees) made or incurred by any third party due to or arising out of your breach of this Agreement, and/or your violation of any law or the rights of any third party. No party to this Agreement shall be liable for the acts or omissions of any other party.

_________________________ Date:__
ArbiterSports

_________________________ Date: 10/22/18
East Penn School District
Dr. Kenneth Bacher, President
PNC’S TREASURY MANAGEMENT BUSINESS

PNC BeneFit Plus Administrative Services Agreement

August 1, 2018 (3 Year-All)
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GENERAL TERMS AND CONDITIONS

This Administrative Services Agreement ("Agreement"), entered into the __ day of ____, 20__, by and between PNC Bank, National Association ("PNC," "we," "our," or "us") and the Employer. As used in this Agreement, the term "you," "your" and "yours" refer collectively to the Employer. This Agreement contains the terms and conditions under which we will provide certain Services to you. These General Terms and Conditions apply to all of the Services described in this Agreement. The Terms and Conditions for each Service is described in the applicable HSA or Benefit Plan Services schedule(s) ("Services Schedule(s)"). We may provide additional implementation documents which, if applicable to a Service, we will supply to you before that Service is provided. The Agreement consists of these General Terms and Conditions along with any other documents, including but not limited to the applicable Services Schedules, that have been agreed to by the parties and that are specifically incorporated into this document by reference. This Agreement is not an agreement between the parties to resell any products or services provided pursuant to this Agreement.

This Agreement may be provided to you entirely or in part in paper form (including facsimile transmission) or electronically. Any part of this Agreement in electronic form shall be considered to be a "writing" or "in writing" and shall constitute an “original” when printed from electronic files or records established or maintained in the normal course of business.

In using and performing the Services, you and we agree respectively to comply with all applicable local, state and federal laws, rules and regulations as amended from time to time ("laws"), including without limitation the Bank Secrecy Act, the USA PATRIOT Act, the federal anti-money laundering statutes and any laws, regulations and Executive Orders that are enforced or administered by the Office of Foreign Assets Control ("OFAC"). You represent and warrant that you have all licenses or required authorization that may be required enter into this Agreement. We may delay, or refuse to process or carry out, any transaction initiated by you or involving one of your accounts with us if we believe in good faith that such action may be necessary in order to comply with laws. If there is a conflict between this Agreement and any law, then this Agreement shall vary such law to the fullest extent that the law allows.

I. Definitions

"Account(s)", will mean Health Savings Accounts ("HSA"), and/or accounts established pursuant to an Employer Benefit Plan, including, but not limited to Health Reimbursement Arrangements ("HRA") or Flexible Spending Accounts ("FSA").

"Change in Fees Notice" will mean the notice provided by PNC to the Employer ninety (90) days prior to any proposed change in fees during the Term of the Agreement.

"Code" will mean the Internal Revenue Code of 1986, as amended from time to time.

"Guide" will mean the PNC BeneFit Design Guide which is completed by the Employer and provides PNC Bank with the necessary information required for providing the Services.

"Employer" will mean the employer/company as defined in the Guide.

"Employer Benefit Plan" will have the meaning set forth in the Benefit Plan Services Schedule.

"Effective Date" will mean date upon which the last party signs resulting in a fully executed Agreement.

"Initial Term" will have the meaning set forth in Section XII herein.

"Renewal Term" will have the meaning set forth in Section XII herein.
“Services” will mean those actions and obligations undertaken by PNC as set forth in the Services Schedule(s) which are attached hereto and incorporated herein.

“Term” will mean, collectively, the Initial Term and any applicable Renewal Term.

II. Services
A. We will provide and you will use the Services in accordance with this Agreement and the Services Schedule(s). In addition, each party will exercise ordinary care in the performance of its obligations hereunder. Substantial compliance by us with our standard procedures for providing a Service shall be deemed to constitute the exercise of ordinary care.

B. The Employer has requested Services for the Account(s) specified in the table below:

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<tr>
<td>Health Savings Account (HSA)</td>
<td></td>
</tr>
<tr>
<td>IMPORTANT NOTE: (By selecting “Yes” you understand that Schedule A and the HSA Fee Schedule that are each attached hereto and incorporated herein, will apply).</td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td>Benefit Plan (FSA, HRA or other type of Benefit Plan)</td>
<td>Yes ☒ No ☐</td>
</tr>
<tr>
<td>IMPORTANT NOTE: (By selecting “Yes” you understand that Schedule B, Exhibit A to Schedule B and the Benefit Plan Fee Schedule that are each attached hereto and incorporated herein, will apply).</td>
<td></td>
</tr>
</tbody>
</table>

III. Relationship of the Parties
We are an independent contractor. Nothing in this Agreement or in the activities contemplated by the parties hereunder shall be deemed to create an agency, partnership, employment or joint venture relationship between the parties, affiliates, or any of their subcontractors or representatives. You acknowledge that we are not an accounting or law firm. No Services, and no written or oral communications made by us during the course of providing Services, are or should be construed by you as tax or legal advice.

IV. Fees
Our provision of the Services is conditioned on your payment of the agreed upon fees. The agreed upon fees will be described in the applicable HSA Fee Schedule and/or Benefit Plan Fee Schedule, (“Fee Schedule(s)”), which are attached hereto and incorporated herein by reference.

(i) We may change fees during any Term after the Initial Term. In the event of such a change, we will provide you with a Change in Fees Notice. If you do not agree with the new fees, you may terminate the Agreement (or the applicable Services Schedule) as set forth in Section XII(B), any time prior to the effective date for the new fees as set forth in the Change in Fees Notice.

(ii) We may change fees during any Term to the extent that changes are made in applicable law that materially affect our obligations herein. In the event of such a change, we will provide you with a Change in Fees Notice. If you do not agree with the new fees, you may terminate the Agreement (or the applicable Services Schedule) as set forth in Section XII(B), any time prior to the effective date for the new fees as set forth in the Change in Fees Notice.
V. Confidentiality

All information, including but not limited to technology, know-how, processes, software, databases, employee information, trade secrets, contracts, proprietary information, historical and projected financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, and customer information (including without limitation names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer lists), whether received before or after the date hereof, provided by a party or its Representatives, as defined below, (the “Disclosing Party”) to the other party (the “Receiving Party”) in connection with this Agreement is confidential and is owned exclusively by the Disclosing Party or by the third parties from whom the Disclosing Party has secured the right to use such information (collectively, "Confidential Information"). The Receiving Party shall treat the Confidential Information as confidential and not copy (except for back-up purposes), disclose or otherwise make the Confidential Information available in any form to any person or entity except to its employees, affiliates, agents, consultants or representatives (“Representatives”) on a need-to-know basis, and to its applicable regulatory authorities and auditors. The Receiving Party agrees to inform its Representatives of the confidential and valuable nature of the Confidential Information and of its obligations under this Agreement. The Receiving Party agrees to use reasonable controls (but in all events at least the same degree of care and controls that such party uses to protect its own confidential and proprietary information of similar importance) to prevent the unauthorized use, disclosure or availability of Confidential Information. In addition to the foregoing, you and we shall have appropriate policies and procedures to (a) protect the security and confidentiality of the Confidential Information, (b) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information, (c) protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to the other or to the other's customers and (d) ensure the proper disposal of such Confidential Information as may be required by applicable law. You and we will notify each other of any known unauthorized access to, disclosure of or use of the Confidential Information. Confidential Information does not include “Protected Health Information” as that term is defined in the Business Associate Addendum (if any) incorporated into this Agreement. Protected Health Information will be subject to the terms of the Business Associate Addendum instead.

Upon termination of this Agreement, the Receiving Party shall return or destroy all Confidential Information to the Disclosing Party; provided, however, that each party may retain such limited media and materials containing Confidential Information of the other party for customary archival and audit purposes (including with respect to regulatory compliance) only for reference with respect to the prior dealings between the parties and subject to the terms of this Agreement.

It is understood and agreed that no Confidential Information shall be within the protection of this Agreement where such Confidential Information: (a) is or becomes publicly available through no fault of the Receiving Party or its Representatives; (b) is released by the Disclosing Party to anyone without restriction; (c) is rightly obtained from third parties, who, to the best of the Receiving Party's knowledge, are not under an obligation of confidentiality; (d) was known to the Receiving Party prior to its disclosure without any obligation to keep it confidential; or (e) is independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information.

You and we agree that any breach of these confidentiality provisions, as set forth in this Section V, may result in immediate and irreparable injury to the other party, and so you and we agree that each other shall be entitled, upon demonstration of the likelihood of breach of these confidentiality provisions by the other party, to equitable relief, including injunctive relief and specific performance, without necessity of posting bond, in addition to all other remedies available at law.

In addition to, and not by way of limitation on, such disclosures of Confidential Information as may be otherwise permitted under this Section V, the Receiving Party may disclose Confidential Information if legally compelled to do so pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative deposition, interrogatory, request for documents, subpoena, civil investigative demand or other similar legal process
or requirement of law, or in defense of any claims or cause of action asserted against it; provided, however, that it shall (a) first notify the Disclosing Party of such request or requirement, or use in defense of a claim, (b) attempt to obtain the Disclosing Party’s consent to such disclosure, and (c) in the event consent is not given, agree to permit a motion to quash, or other similar procedural step, to seek protection against the production or publication of Confidential Information; provided that the Receiving Party shall not be required to act in accordance with (a), (b) or (c) above if to do so would be prohibited by statute, rule or court order. In making any disclosure under such legal process or requirement of law, you and we agree to use reasonable efforts to preserve the confidential nature of such Confidential Information and to cooperate with the other in an effort to reasonably limit the nature and scope of any required disclosure of Confidential Information. Nothing herein shall require either you or us to fail to honor a subpoena, court or administrative order, or a similar request or request, on a timely basis.

VI. Our Recording of Calls, Monitoring of Use, Consent for Service Calls
On behalf of you and your employees, you agree that we may record and/or monitor any telephone conversations we have with you or them in connection with the Services. However, we will not be liable to you if we do not record or maintain a record of a conversation. We may monitor and record the activity of any person using a Service. Anyone using a Service consents to such monitoring and recording.

By providing telephone number(s) to us, now or at any later time, you authorize us and our affiliates and designees to contact you at any such numbers regarding your accounts and Services with us and our affiliates, using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages.

VII. Intellectual Property
Each party owns all right, title and interest (including all intellectual property rights) in and to its trademarks, service marks, logos, and tag-lines (collectively, "Marks") and this Agreement does not confer on a party any right, interest, claim or title in or to the other party’s Marks or any intellectual property therein and no license (whether express or implied) is granted to a party, by estoppel or otherwise, to the other party’s Marks or any intellectual property therein.

VIII. Limitation of Liability
Limits of Liability: PNC shall not be responsible to perform (or responsible or liable for the failure to perform) any services or other obligations other than those expressly agreed to in this Agreement. PNC shall not be responsible or liable for any acts or omissions made pursuant to any direction, consent, or other request reasonably believed by the PNC to be genuine and to be from an employee or other authorized representative of the Employer (or a person reasonably believed by PNC to be such authorized representative). PNC is not responsible or liable for acts or omissions made in reliance upon erroneous data provided by the Employer, including its officers, employees, agents or subcontractors, or the failure of Employer to perform its duties or obligations under this Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PNC NOR ITS AFFILIATES SHALL, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING DAMAGES RELATING TO LOSS OF PROFITS, INCOME, GOODWILL OR DATA), WHETHER OR NOT PNC OR ITS AFFILIATES KNEW OR WERE APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL WE NOR OUR AFFILIATES BE LIABLE TO YOU FOR ANY CLAIM OR CAUSE OF ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY (I) IN THE CASE OF A TRANSFER OF MONEY OR OTHER PAYMENT THAT IS MISDIRECTED, LOST OR OTHERWISE PAID TO THE WRONG PERSON AS A RESULT OF OUR FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT OR APPLICABLE LAW, FOR AN AMOUNT IN EXCESS OF THE FACE AMOUNT OF SAID TRANSFER AND (II) IN ALL OTHER CASES, FOR AN AMOUNT IN EXCESS OF TWELVE (12) TIMES THE FEES YOU HAVE PAID US
FOR THE PARTICULAR SERVICE TO WHICH THE CLAIM OR CAUSE OF ACTION RELATES DURING THE MONTH IMMEDIATELY PRIOR TO THE MONTH IN WHICH THE ACT OR OMISSION GIVING RISE TO THE CLAIM OCCURRED.

NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST US UNDER THIS AGREEMENT.

IX. Indemnification
A. Our Indemnification of You. PNC shall indemnify, defend and hold harmless Employer, its officers, directors, employees, and agents (the “Employer Indemnified Parties”) from and against all claims, damages, losses, liabilities and expenses (including all fees of counsel with whom any Employer Indemnified Party may consult and all expenses of litigation or preparation therefor) which any Employer Indemnified Party may incur, or which may be asserted against any Employer Indemnified Party by any person, entity or governmental authority (“Employer Losses”) arising directly from the following:

(i) Violation by PNC, its officers, directors, and employees, of any applicable law, rule, regulation or administrative order or any statement, letter or guidelines issued by applicable bank regulatory authority in connection with its performance under this Agreement; or

(ii) Gross negligence or willful misconduct of PNC or its officers, directors, employees, agents or subcontractors, in connection with its duties or obligations under the terms of this Agreement, except to the extent such Employer Losses result from the negligence, gross negligence or willful misconduct of Employer.

B. Your Indemnification of Us. You will indemnify, defend and hold harmless PNC, its officers, directors, employees, and agents (“PNC Indemnified Parties”) from and against all claims, damages, losses, liabilities and expenses (including all fees of counsel with whom any PNC Indemnified Party may consult and all expenses of litigation or preparation therefor) which any PNC Indemnified Party may incur, or which may be asserted against any PNC Indemnified Party by any person, entity or governmental authority (“PNC Losses”) arising out of this Agreement:

C. Indemnified Party (the party seeking indemnification) shall give the indemnifying party (the party providing indemnification) reasonably prompt notice of, and the Parties shall cooperate in, the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof, provided that the Indemnified Party must approve the terms of any settlement or compromise that may impose any unindemnified or nonmonetary liability on Indemnified Party.

X. Your Agents and Representatives
Any third party including, without limitation, any third-party processor, used by you to take any action in connection with a Service shall be deemed for all purposes under this Agreement to be your agent. All terms of this Agreement will apply to the acts and omissions of each such third party and you will be legally bound thereby.

XI. Taxes and Other Payments
You are responsible for paying all applicable taxes, fees, or other amounts, however designated, levied or assessed by a third party that arise in connection with the Services other than federal or state income taxes imposed on us with respect to our gross income.
XII. Term and Termination

A. Term. This Agreement will begin on the Effective Date and shall continue for a period of three (3) years, (the “Initial Term”). The Term hereof shall be automatically extended for an additional one (1) year terms, (each a “Renewal Term”).

B. Termination without Cause. Except as otherwise specifically set forth herein, either party may terminate this Agreement or any Services Schedule after the Initial Term, or prior to the end of the then current Renewal Term, by providing the other party with at least ninety (90) days advance written notice.

C. Termination with Cause. Either party may terminate this Agreement if the other party materially breaches the term of this Agreement and fails to cure such breach as soon as reasonably possible but no later than thirty (30) days after receiving notice of the breach by the non-breaching party. We may also terminate this entire Agreement or a particular Service immediately upon notice to you: (i) following your insolvency, receivership, or voluntary or involuntary bankruptcy, or the institution of any proceeding therefor, or any assignment for the benefit of your creditors; (ii) in our sole judgment, your financial condition or business is impaired or we reasonably believe that you may not have sufficient available funds in your accounts with us at the time you are required to settle transactions hereunder; (iii) in our sole judgment, it is necessary or desirable to do so because of legal process, applicable law or regulation, or other government guidelines; or (iv) we suspect fraud or unlawful activity in connection with any Service.

Notwithstanding any such termination, this Agreement shall continue in full force and effect as to all transactions for which we have commenced processing and as to all rights and liabilities arising prior to such termination. This Section, and the following Sections shall survive termination of this Agreement: Confidentiality; Limitation of Liability; Indemnification; Your Agents and Representatives; Taxes and Other Payments; Force Majeure; Governing Law and Venue; Notices; Severability; Entire Agreement and Waiver of Jury Trial.

If it is necessary to customize any Services to meet your needs, we will first tell you our estimated direct and indirect cost of the development and implementation of such Services. If you authorize us to proceed, and if this Agreement then terminates for any reason before we shall have recovered such costs, you will pay to us the amount of such unrecovered costs. We will give you an invoice detailing our unrecovered costs promptly after termination of this Agreement.

XIII. Force Majeure

Neither party shall have any responsibility nor incur any liability for any failure to carry out, or any delay in carrying out, any of such party’s obligations under this Agreement resulting from acts, omissions, or inaccuracies of third parties not under such party’s reasonable control, acts of God (including, but not limited to, fire, floods or adverse weather conditions), labor difficulty, legal constraint, war, terrorism, the unavailability or interruption of transmission or communication facilities or utilities, equipment or other technological failure, emergency conditions, or any other cause beyond such party’s reasonable control. Notwithstanding the foregoing, no event or occurrence described in this Section XIII shall relieve you of your obligation to make any payment to us at the time it is due hereunder.

XIV. Governing Law and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws, and, to the extent applicable, the laws of the United States.

You hereby irrevocably consent and agree that any action, suit or proceeding resulting from, arising out of or related to this Agreement shall be instituted in any state or federal court in the Commonwealth of Pennsylvania (including the courts of the United States of America for the Western District of Pennsylvania) and hereby waive any objection
which you may now or hereafter have to the laying of the venue of any such action, suit or proceeding in any such
jurisdiction, on the basis of a more convenient forum or otherwise.

   XV. Notices
All notices, demands, requests, consents, approvals and other communications required or permitted under this
Agreement must be in writing and will be effective upon receipt. Notices may be given in any manner to which you
and we may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile
transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices.

   All such Notices shall be delivered to us at:

PNC Bank, National Association
Attention: CDH PRODUCT MANAGEMENT
300 Fifth Avenue
Mail Stop: PT-PTWR-09-1
Pittsburgh, PA 15222
Fax: 412-762-6968

With a copy to:

PNC Bank, National Association
Attention: Legal Department
Treasury Management Counsel
1600 Market Street, 28th Floor
Philadelphia, PA 19103

or to you at the address set forth in the Guide and Notice to such address shall be effective Notice to you, including
to all affiliated companies. Either party may change their address by Notice to the other given in accordance with
this Section XV.

   XVI. Assignment; Successors
Neither party may assign this Agreement or any of its rights or obligations hereunder, by operation of law or
otherwise, without prior written consent of the other party, except that we may assign this Agreement or any part
of it to any of our PNC affiliates or to any entity that is our successor upon notice to you. We may contract with
others to provide all or any part of the Services. This Agreement shall be binding upon, and inure to the benefit of,
you and us and your and our respective permitted successors and assigns.

   XVII. No Waiver
Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional,
shall constitute an amendment of this Agreement, and no such deviation shall constitute a waiver of any rights or
obligations of either you or us. Any waiver by either you or us of any provision of this Agreement shall be in
writing and shall not constitute a waiver of your or our rights under that provision in the future or of any other
rights.

   XVIII. Headings
The headings in this Agreement are for convenience only and shall not be used for construction or interpretation of
any provisions hereof.
XIX. Severability
In the event that any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired thereby.

XX. Entire Agreement
This Agreement (including those documents that are incorporated herein), constitutes your and our entire agreement with respect to the Services covered by this Agreement and supersedes any previous or contemporaneous proposals, representations, warranties, understandings and agreements for such Services, either oral or in writing.

XXI. Amendment
Except as otherwise set forth herein, no amendments of any provision of this Agreement shall be valid unless made by an instrument in writing signed by both Parties specifically referencing this Agreement. PNC may unilaterally amend the Agreement to the extent that changes are made in applicable law that materially affect the rights and obligations of PNC set forth herein. In the event of such a change, PNC will provide written notice of the proposed changes to Employer. If Employer does not affirmatively reject the proposed changes in writing within thirty (30) days of receiving written notice of the proposed changes from PNC, such proposed changes will become effective the first day of the month following the end of the thirty (30) day response period or earlier as required by law. If Employer does not agree with such proposed changes, Employer may terminate the Agreement with no less than sixty (60) days prior written notice from the date that PNC notified Employer of the changes.

XXII. WAIVER OF JURY TRIAL
WE AND YOU EACH IRREVOCABLY WAIVE ALL OF OUR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE ARISING OUT OF, BY VIRTUE OF, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH, ANY AMENDMENT OR SUPPLEMENT HERETO OR THERETO, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. WE AND YOU ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused its duly authorized representative to execute this PNC BeneFit Plus Administrative Services Agreement on its behalf, as of the Effective Date.

**EMPLOYER**  East Penn School District  
(Print Company Name)

By: _____________________  
Name:  Dr. Kenneth Bacher  
Title:  President  
Date:  October 22, 2018

**PNC BANK, NATIONAL ASSOCIATION**

By:  [Signature]  
Name:  Michael Houlihan  
Title:  Vice President
SCHEDULE A: PNC BENEFIT PLUS SERVICES AGREEMENT
HEALTH SAVINGS ACCOUNT ADMINISTRATIVE SERVICES SCHEDULE (HSA SERVICE SCHEDULE)

This Health Savings Account Administrative Services Schedule (the "HSA Services Schedule") is incorporated into and made a part of the PNC Benefit Plus Administrative Services Agreement ("Agreement") between the Employer, as defined in the Agreement, and PNC Bank ("PNC or Custodian"). Capitalized terms used in this HSA Services Schedule and not otherwise defined herein, shall have the meaning given them in the Agreement. If there is conflict between the Agreement and this HSA Services Schedule with respect to the matters specifically addressed herein, this HSA Schedule shall control.

This HSA Services Schedule provides the duties and obligations between PNC and the Employer. The Employer wishes PNC provide certain HSA Services and agrees to pay all fees related thereto as set forth in the HSA Fee Schedule.

Definitions
"Custodial Agreement" means the disclosure statement prepared by PNC and the custodial agreement between PNC and the HSA Owner, as amended from time to time.

"HDHP" means a qualifying high deductible health plan established by the Employer in accordance with Section 223 of the Code.

"HSA Owner" means the employee of the Employer who establishes an HSA with PNC as a result of the Services provided in accordance with the Agreement.

"HSA" or "Health Savings Account" means an account, as defined in Section 223(d) of the Code that is established with PNC in accordance with this Agreement.

Obligations of the Parties

1. The Employer has or intends to offer its eligible employees an HDHP and will maintain such plan throughout the term of this Agreement.

2. Pursuant to Section 408(n) of the Code, PNC is authorized to act as a custodian of HSAs and operates in this capacity for the PNC Benefit Plus HSA. Hereinafter throughout this HSA Services Schedule PNC shall be referred to as the Custodian.

3. The Custodian shall provide the PNC Benefit Plus HSA for certain of the Employer's employees that choose to establish HSAs with the Custodian through the PNC Benefit Plus HSA program.

4. Employer has agreed to forward payroll contributions to HSAs held by the Custodian on behalf of its employees, and may at its discretion make additional Employer contributions to its employee's HSAs. Notwithstanding the foregoing, these actions on the part of the Employer shall not be considered an endorsement of the Custodian or the HSAs.

5. Subject to conditions set forth herein, the Custodian will make available and grant the Employer access to the PNC Benefit Plus Employer Portal (hereafter, the "Website") which will allow the Employer to verify whether an HSA has been opened for its eligible employees (hereafter, "HSA Owners"), transmit payroll contribution information and authorize the debiting of an Employer account via ACH (Automated Clearing House), or via an Employer initiated wire transfer, to forward contributions to the HSA Owners. Access to and use of the Website shall be governed by those certain terms and conditions contained on the Website.

6. The Employer is responsible for providing to the Custodian a list of authorized Website users, which may include the Employer's payroll processor, and ensuring that such authorized users comply with this HSA Services Schedule. The Custodian will supply the Employer and/or its authorized Website users with a logon ID and Password. The Custodian may assume, without further inquiry, that any communications received through use of the
Website were sent or authorized by the Employer. The Employer and its authorized Website users (to the extent applicable) will: (i) provide and maintain a web browser supporting the requirements provided to the Employer by the Custodian; and (ii) maintain the confidentiality and security of logon ID(s), password(s), security question(s) and answer(s), and any other security or access information, and notify the Custodian immediately in the event that a logon ID or password is lost, stolen or the Employer has reason to believe that the logon ID and password are being used by an unauthorized person, or if the Employer becomes aware of any loss, theft or unauthorized use of any information available on the Website.

7. Within a reasonable period of time after receiving contributions from the Employer, such contributions will be allocated to the HSAs of HSA Owners pursuant to information provided by the Employer. The Employer understands that the Custodian will not be responsible or liable for the funding of the HSAs and that the Employer’s failure to fund the contributions may result in additional fees, rejection/return of the contributions submitted and termination of the Agreement. The Employer understands that any contributions from the Employer that are allocated by Custodian to HSAs are non-forfeitable and will not be returned to the employer under any circumstance.

8. The Employer will provide the Custodian with all data on employees and contributions, including payroll deduction and Employer contributions (if applicable), which data shall reconcile to the amount of funds transferred, that may be required to allocate contributions to individual HSAs. The Employer is responsible for reviewing and approving the documentation of such information, including transmissions of contribution information. The Employer shall cooperate with the Custodian to reconcile accounts in the event of any discrepancies between the contribution file and the actual funds transmitted and received by the Custodian. The Employer represents and warrants that it will provide the appropriate disclosures to, and obtain the appropriate authorizations or consents from, its employees that may be required under applicable law prior to sending the personal or financial information of any such employees to the Custodian. The Employer understands and agrees that (i) the Custodian is under no duty or obligation hereunder to obtain any authorizations or consents from the Employer’s employees (whether or not they establish an HSA with the Custodian) or to verify or confirm that the Employer has made such disclosures and obtained the appropriate authorizations or consents and (ii) the Custodian shall not be liable for (and will be indemnified by the Employer against) any failure by or on behalf of the Employer to obtain such authorizations or consents from its employees. The Custodian will not provide any information regarding HSA Owners to the Employer that is not permitted under the Custodian’s privacy policy, the Program Documents and/or applicable law.

9. The Employer acknowledges that the Internet is an “open,” publicly accessible network and not under the control of any party. The Custodian’s provision of services is dependent upon the proper functioning of the Internet and services provided by telecommunications carriers, firewall providers, encryption system developers and others. The Employer agrees that the Custodian shall not be liable in any respect for the actions or omissions of any third party wrongdoers (i.e. hackers not employed by such party or its affiliates) or of any third parties involved in the services and shall not be liable in any respect for the selection of any such third party, unless that selection was grossly negligent.

10. The Custodian will provide custodial and administrative services to HSA Owners in accordance with the Custodial Agreement and related HSA account documents (collectively, the “Program Documents”). The Employer acknowledges that the Custodial Agreement is solely between the Custodian and the HSA Owner and Employer is not a party or beneficiary to that agreement. The Custodian shall retain sole authority and discretion to open and close an HSA or resign as custodian in accordance with the Program Documents. Neither the Employer nor the Custodian will restrict the ability of HSA Owners to move funds to another HSA beyond those restrictions imposed by the Code. The Custodian will invest and make available to HSA Owners contributions as soon as administratively feasible after receipt of the necessary contributions and allocation data and funding, consistent with the terms of the Program Documents and the HSA Owner’s applicable investment allocations.

11. The Custodian shall be under no obligation to: (1) confirm or verify that HSA Owners are eligible to establish HSAs in accordance with the requirements of Section 223 of the Code; (2) ensure that contributions to an HSA
do not exceed the maximum annual contribution limit applicable to a particular HSA Owner; or (3) ensure that distributions from an HSA Owner’s HSA are for qualified medical expenses as defined in Section 223 of the Code.

12. The Custodian may make a menu of mutual funds available for investment by HSA Owners. All investments in mutual funds are “self-directed” in that each HSA Owner has sole discretion whether to invest in one or more of the mutual funds made available through the HSA. Neither the Custodian nor any of its affiliates is a fiduciary with respect to HSA Owners nor will they provide any investment advice to HSA Owners or be responsible or liable for the investment decisions of HSA Owners. The Custodian is not giving, and shall not be deemed to have given, the Employer or an HSA Owner any legal, tax or financial advice concerning any of the matters relating to this Agreement.

13. The Custodian has no responsibility or authority for the design, funding or operation of any Employer-sponsored health and welfare benefit plan, including but not limited to the HDHP, or for compliance of any such plan with the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). The Employer agrees to take all reasonable steps to avoid application of ERISA to the HSAs established hereunder, including compliance with the conditions in the ERISA safe harbor exception for group or group-type insurance programs. In the event that any HSAs are or become subject to ERISA, the Employer shall ensure full compliance with ERISA with respect to such HSAs and under no circumstances shall the Custodian be responsible for any ERISA requirements.

14. The Employer acknowledges that it will not provide any individually identifiable health information to the Custodian via the Website or otherwise as the Custodian is not a “covered entity”, “business associate” or “plan sponsor” as those terms are defined under Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder, as amended (“HIPAA”).

15. The Employer shall ensure that the HDHP it offers or makes available to employees satisfies the applicable requirements of Section 223 of the Code. The Custodian is under no obligation to confirm or verify that any HDHP satisfies the requirements of Section 223 of the Code, nor shall the Custodian be responsible for eligibility and benefit claims determinations with respect to any HDHP, whether sponsored by the Employer or otherwise.

16. The Employer shall comply with all state and federal laws in identifying and documenting the identity of any employee who establishes an HSA. The Employer represents that all employees for whom data is provided by the Employer have been positively identified by the Employer and that they have certified their authorization to work in the United States and have furnished their taxpayer identification numbers to the Employer.

17. The Employer shall not distribute any marketing, promotional materials or other literature regarding the HSAs except for information contained in a publication, release or guidance issued by the U.S. Department of the Treasury or as otherwise approved in advance in writing by the Custodian or its authorized agents. Moreover, the Employer may not include in its marketing materials or otherwise communicate to its employees that the Custodian provides services other than those set forth in the Program Documents or any information regarding the mutual funds or other investments made available to HSA Owners other than that information contained in the mutual fund’s prospectus, Statement of Additional Information, fund advertising or fund sales literature that complies with applicable laws and regulations and has been approved for use on behalf of the mutual fund by appropriate fund personnel.

18. The Custodian’s sole responsibility with respect to any HSA tax reporting requirements shall be in connection with its role as an HSA custodian. The Employer shall be responsible for wage reporting and any other tax reporting requirements applicable to it under federal, state or local law. The Custodian shall have no responsibility with respect to whether the Employer has made comparable contributions to HSAs for comparable participating employees under Section 4980G of the Code and applicable regulations.

19. Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement is: (i) within the power and authority of such party; (ii) does not violate or create a default under any of the party’s organizational documents or any contract or agreement binding on or affecting such party or its property; and (iii) has been duly authorized by all necessary action.
HSA FEE SCHEDULE

Please review the fee items listed below and indicate with an “x” if you or your employees will be responsible for the Monthly Service Fee Option you have selected.

<table>
<thead>
<tr>
<th>Type of Fee</th>
<th>Amount</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option I</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Service Fee: HSA Only</td>
<td>$2.95/Per Employee Per Month</td>
<td>Employee</td>
</tr>
<tr>
<td>Option II</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Service Fee Option II: HSA and My Health and Money(*)</td>
<td>$3.45/Per Employee Per Month</td>
<td>Employee</td>
</tr>
<tr>
<td>Option to Avoid the Monthly Service Fee</td>
<td>$5,000 average daily balance in the Bank Portion of the HSA</td>
<td>N/A</td>
</tr>
<tr>
<td>Investment Administrative Fee</td>
<td>Annual charge of 0.25% on investment balance assessed quarterly</td>
<td>Employee</td>
</tr>
<tr>
<td>Monthly Paper Statement Fee</td>
<td>$1.50/month</td>
<td>Employee</td>
</tr>
</tbody>
</table>

(*) My Health and Money:

You understand that your selection of Option II will provide your employees access to the “My Health and Money” site which is not owned or operated by PNC and/or its affiliates. The terms and conditions governing the HSA shall not apply to My Health and Money. You understand that PNC shall not be liable for any damages resulting from your employee’s use of the “My Health and Money” site.

EMPLOYER

(Print Company Name)

By: __________________________________________

Name: _________________________________________

Title: _________________________________________

Date: _________________________________________
This Benefit Plan Service Schedule, ("Services Schedule"), is incorporated into and made a part of the PNC Benefit Plus Administrative Services Agreement between us and you (the "Agreement"). The responsibilities of the parties set forth in this Services Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Services Schedule and the Agreement with respect to the subject matter of this Services Schedule, the Services Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement.

The Employer has established one or more of the following employee benefit plans ("Benefit Plans") for purposes of providing reimbursement of certain eligible expenses incurred by Covered Individuals:

- A Code Section 105 Health Flexible Spending Arrangement ("Health FSAs")
- A Code Section 129 Dependent Care Flexible Spending Arrangement ("Dependent Care FSAs")
- A Code Section 105 Health Reimbursement Arrangements ("HRA") as described in IRS Notice 2002-45.
- A Code Section 132 Transportation Expense Reimbursement Arrangement ("Transit")

Employer has asked PNC to assist it with its administrative obligations under one or more of the Benefit Plans identified above. The specific Benefit Plan related administrative assistance that may be provided by PNC under this Services Schedule ("Services") is described below. Only those Services chosen by the Employer and for which the applicable fee is paid, as set forth in the Benefit Plan Fee Schedule attached hereto (or, as set forth below with respect to additional requested services), will be provided by PNC.

**Article I. Definitions**

"Benefits Guide" means the document provided by us to you for you to complete with a summary of the Benefit Plans.

"Benefits" means direct or indirect reimbursements made to a Covered Individual in accordance with the terms of the Benefit Plans and this Schedule.

"Covered Employees" shall mean any employee or former employee of Employer who has satisfied the Benefit Plan’s eligibility and enrollment requirements set forth in the Benefit Plan Documents.

"Covered Dependents" shall mean those individuals other than a Covered Employee who are entitled to receive benefits under the Benefit Plan by virtue of their relationship with the Covered Employee.

"Covered Individuals" shall mean all Covered Employees and Covered Dependents.

"Electronic Payment Card Transaction" means a service, treatment or item purchased by Covered Individual with an electronic payment card provided to such individual by PNC in accordance with this Agreement.

"ERISA" means the Employees Retirement Income Security Act of 1974, as amended from time to time.
settle any lawsuits by a claimant related to Benefits without the approval of Employer, who will not unreasonably withhold such approval.

2.5 If a request for Benefits is approved by PNC in accordance with its obligations set forth herein, PNC will disburse Benefits as soon as reasonably possible after PNC approves the claim, provided that Employer has made sufficient funds available to pay such benefits. Benefits will be disbursed in accordance with PNC’s standard policies and procedures. Employer will make sufficient funds available to pay Benefits under the Benefit Plans in accordance with the following funding methods and standards:

(i) **Funding Account.** Employer will establish a bank account at a bank of its choosing into which it will deposit funds to be used for Benefits (“Funding Account”). Employer will provide PNC with the necessary authorizations to transfer funds from the Funding Account via ACH, or via an Employer initiated wire transfer, to PNC for purposes of funding approved Benefit requests. PNC will notify the Employer as frequently as daily regarding the amount of Benefit requests approved by PNC. Employer will make sufficient funds available in the Funding Account within one (1) business day after receiving notice from PNC. Employer understands and acknowledges that it is responsible for funding all Benefits, including but not limited to Benefits made in advance by PNC.

(ii) If the Employer fails to fund the Funding Account as required herein, Employer understands and acknowledges that PNC may suspend the Services until such time as the Employer has made sufficient funds available in the Funding Account to satisfy the Benefit requests. PNC may terminate this Services Schedule and/or the Agreement immediately upon written notice if the outstanding funding liability remains unsatisfied five (5) business days after the Employer first received notice from PNC of the amount required to fund Benefits.

(iii) **Benefit Check.** All Benefits paid by PNC in the form of a check, (“Benefit Check”) that are outstanding will be treated as null and void in accordance with PNC’s standard operating procedures. Any outstanding Benefit Checks that are deemed null and void will be used by PNC to offset any Benefits from a Benefit Plan or fee liability of the Employer. In the event that this Agreement has been terminated and Employer has Benefit Checks that have become void in accordance with this Agreement, PNC shall make reasonable attempts to locate Employer and return the funds. The parties acknowledge that such amounts will become property of PNC if PNC is unable to locate Employer after making reasonable attempts to locate Employer. In no event is PNC responsible for compliance with any applicable State unclaimed property or escheat laws with respect to outstanding Benefit Checks.

2.6 In the event that a Covered Employee is reimbursed less than as otherwise required by the Benefit Plans, PNC will promptly adjust the underpayment to the extent that the Employer has satisfied its funding obligations as set forth herein and that PNC has been notified of the underpayment. If it is discovered that a Covered Employee was overpaid, or the Covered Individual fails to substantiate an Electronic Payment Card Transaction as required by applicable rules and regulations, PNC will make reasonable attempts to collect repayment of overpaid or unsubstantiated Electronic Payment Card claims or offset the ineligible payment against any claims for future eligible expenses in accordance with applicable rules and regulations. PNC will make no more than two (2) requests for repayment from the Covered Employee or Covered Individual. If repayment or offset is not made, PNC will notify the Employer. Employer is responsible for taking any additional action required by law (e.g., including such amounts in income). In no event is PNC required to fund Benefits under the Benefit Plans. Employer acknowledges that PNC is not an insurer or guarantor of Benefits.

2.7 To the extent permitted by applicable law, PNC will provide to Employer any information readily maintained in PNC’s database that is required to be included on any forms or filings required to be furnished or filed by the Employer. PNC will furnish such information in a format determined by PNC. Such
Article II. Standard Benefit Plan Services

2.1 Employer is solely responsible for the operation and maintenance of the Benefit Plans. It is Employer’s sole responsibility and duty to ensure that each Benefit Plan complies with the applicable laws and regulations, and PNC’s provision of Services under this Agreement does not relieve the Employer of this obligation. Employer understands and acknowledges that PNC is not a named fiduciary of the Benefit Plans and that it shall have no discretionary authority or responsibility for construing and interpreting the provisions of the Benefit Plans or deciding any questions of fact arising under the Benefit Plans except as otherwise explicitly set forth herein. Employer further acknowledges that it is the “plan administrator”, as defined by ERISA, of the Benefit Plans (to the extent ERISA applies).

2.2 PNC will make available to Employer PNC’s standard Benefit Plan forms, reports and other Benefit Plan related materials that it provides in the normal course of Employee Benefit Plan administration to be used by Employer as permitted by PNC. Such standard documents and forms have been prepared in accordance with the standard of care set forth in the Agreement but are general in nature and do not take into consideration facts and circumstances specific to Employer and Employer’s Benefit Plans. Consequently, we make no warranties and representations that such documents and forms will comply with applicable law as they relate to the Benefit Plans. We are not responsible for making any changes to the documents. In addition, Employer completes the Guide provided to you by PNC, which will serve as the basis for PNC’s administration of the Benefit Plans. Employer agrees to ensure that all plan documents or other instruments not prepared by us that govern the terms of the Benefit Plans conform to the terms of the Guide agreed to by the Parties.

2.3 Employer will timely provide to PNC accurate and complete information relating to the Covered Individuals and the Benefit Plans as is necessary for PNC to satisfy its administrative and legal obligations hereunder. Employer will provide information in a manner and a format identified by PNC. Employer understands and agrees that PNC may rely on all information provided to it by Covered Individuals and/or the Employer in accordance with this Agreement as true and accurate without further verification or investigation. In the event that PNC must take additional manual steps to resolve errors created by Employer’s failure to satisfy its obligations under this Section 2.3, such additional correction efforts will be billed on an hourly basis.

2.4 PNC will process requests for Benefits that are submitted in accordance with methods approved by PNC. PNC will only pay Benefits for expenses that are defined as eligible expenses in the Guide. If PNC denies a request for Benefits, PNC will notify the Covered Individual that the request for Benefits has been denied. PNC will also review any appeals filed by the Covered Individual and provide notice to the Covered Individual if the request for reimbursement is again denied in whole or in part in accordance with PNC’s standard operating procedures. Employer will ensure that the Benefit Plan documents and summaries governing the Benefit Plan grant to PNC the authority and discretion necessary to make benefit determinations under the Benefit Plan. If the Employer determines that the Benefit Plan is required to make available an external review by an independent review organization in accordance with the Affordable Care Act, PNC will provide access to up to three (3) independent review organizations as determined by PNC. PNC will review all requests for reimbursements and, external reviews (where applicable), in accordance with its standard operating procedures. Under no circumstance will PNC be responsible for funding any Benefits unless and to the extent that the Benefit is deemed payable by a court of competent jurisdiction solely as a result of PNC’s material breach of its obligations under this Agreement. Likewise, the Employer is obligated to fund all Benefit requests reasonably approved by PNC even if it is later determined that approval of such requests was based on fraudulent or misleading information. If a lawsuit is filed with respect to a request for Benefits denied by PNC, and PNC is named as a defendant in such lawsuit, PNC may choose its own counsel and Employer agrees to reimburse PNC for reasonable legal expenses incurred by PNC with respect to such lawsuit. Since PNC is not liable for funding any Benefit requests, PNC will not
information will be provided within a reasonable period of time following Employer’s request. There may be additional fees for custom report needs that are not typically available with the standard Employer reporting options.

2.8 Upon request, PNC will assist Employer with certain nondiscrimination testing required under Sections 125 and 129 of the Code, (“Nondiscrimination Test”). To the extent necessary, PNC will provide Employer with a file template requesting data necessary to complete the Nondiscrimination Tests. PNC will complete the chosen Nondiscrimination Tests and provide a report summarizing its interpretations of the results within a reasonable amount of time after receipt of the requested information. Please review the Benefit Plan Fee Schedule incorporated into this Agreement for the specific Nondiscrimination Tests available and the applicable pricing.

2.9 The Employer may review written reports summarizing the Benefit Plan activities from the previous month at any time through PNC’s on-line portal. Employer is responsible for reviewing the reports submitted by PNC and notifying PNC of any errors of which it is aware within a reasonable period of time after reviewing them; however, PNC shall not be liable for or required to take any action for any errors identified more than three (3) months after the date the report is first made available.

2.10 If PNC provides services for Employer’s Transportation Reimbursement Plan, Employer will be responsible for making the determination whether cash reimbursement for transit passes is available in an area in accordance with the regulations issued under Section 132 of the Code.

2.11 At Employer’s request and payment of all applicable fees, PNC may make an Electronic Payment Card available to Covered Individuals through which eligible expenses may be paid in accordance with the following terms:

(i) PNC will provide an Electronic Payment Card to each Covered Employee and to any other Covered Individual to the extent requested by the Covered Employee, (“Card Recipient”).

(ii) Covered Individuals must agree to use the Card in accordance with the terms of the Cardholder Agreement that accompanies the Card. The Card will be deactivated if the Covered Individual fails to use the Card in accordance with the Cardholder Agreement or as otherwise required by applicable law.

(iii) The Card may be used by Covered Individuals to pay for eligible expenses in accordance with the applicable rules and regulations.

(iv) PNC will require substantiation of expenses paid with the Card in accordance with the requirements set forth in the Code and/or other applicable guidance. The Card will be deactivated if the Card Recipient fails to provide the requested substantiation in a timely manner as determined by PNC in accordance with Federal guidelines.

(v) All Cards will be deactivated on the date this Agreement is terminated, the date that Employer fails to satisfy its funding obligations as set forth herein, and/or as necessary to prevent fraud or abuse (as determined by PNC). The Employer will reasonably assist PNC with any fraud investigations conducted by PNC, its agents, subcontractors or any regulatory agency.

Article III. Termination

3.1 Continuing Obligations after Agreement Termination. In addition to those surviving rights and obligations set forth in the Agreement, the following rights and liabilities of the parties shall survive for the specified time period following termination:

(i) Employer's duty to pay PNC all funds required to be paid to PNC under this Agreement.

(ii) Employer's duty to fund Benefits for expenses incurred before the termination.
(iii) Employer's and PNC's duties and liabilities set forth herein.
(iv) Employer's and PNC's indemnification duties and liabilities under this Agreement.
(v) Employer's and PNC's termination obligations under all applicable Schedules to this Agreement until the appropriate statute of limitations has run; however, the parties understand and agree that in no event shall the time period for bringing any claims under this Agreement, other than for payment of fees, exceed the lesser of the applicable statute of limitations or two (2) years from the date the claim arose.
(vi) PNC's duties under Sections 3.2, 3.4 and 3.5 until those duties have been performed to the reasonable satisfaction of Employer.

3.2 Claims Records. When this Agreement terminates, PNC shall provide to the Benefit Plan or its designee a historical accounting of Benefits. At the option of PNC, all records of the Benefit Plan shall be returned to the Employer upon termination of this Agreement. Employer shall reimburse the PNC for the cost of retrieving Plan records from storage, if applicable, and shipping Plan records to the Employer. The delivery of records maintained on hard copy files, microfilm or magnetic tape, at PNC's option, shall be deemed to be in compliance with this Section 3.2. In the event records are stored on microfilm and a retrieval fee is charged to PNC, Employer shall pay such fee. In the event records are stored on magnetic tape, an explanation of record format shall be provided. At the time the transfer of records occurs, PNC shall be relieved of further responsibility for performing any of the services enumerated in this Agreement.

3.3 Outstanding Fees. Upon termination, Employer agrees to remit to PNC any outstanding balances due as described herein. PNC shall have the right to retain all records as until receipt of all outstanding monies due.

3.4 Cooperation with Successor. In the event Employer appoints a successor to PNC, PNC shall cooperate as reasonably necessary in transferring files, records, reports and the like, and PNC shall be entitled to reasonable compensation for its services in connection therewith. Notwithstanding any provision of this Agreement (including any Addendum hereto), PNC shall not, without prior written agreement with Employer, be obligated to assist a successor to PNC or otherwise take or continue any action following termination of the Agreement if and to the extent such assistance or action may, in the opinion of PNC, cause PNC to become (or continue to be) a fiduciary with respect to the Plan in any manner.

3.5 Final Financial Report. As soon as reasonably possible after the termination of this Agreement, PNC shall prepare and deliver its standard termination package and deliver any funds of Employer in its possession to Employer or to any successor to PNC. The PNC may charge for preparation of termination reports, and such charge will be quoted at the time the reports are requested.

3.6 Run-Out. Upon termination of this Agreement, PNC shall, in its discretion, continue to adjudicate claims received by PNC prior to the date of termination under the terms and conditions which would be applicable if this Agreement were still otherwise in full force and effect. PNC shall, at Employer's request, adjudicate claims incurred but not received by PNC during the term of this Agreement for a period of three (3) months after termination of this Agreement and for an additional fee of as mutually agreed by the parties of the administrative fee applicable at the time of the request payable in advance of providing such service. All service fees and claim funding must be current in order for service to be requested by Employer. If no run out services are provided, PNC will simply forward any requests for reimbursements that it receives for claims incurred prior to the termination to the Employer or to a third party upon its instruction.
Article IV: Service Fees

4.1 Fees. Employer shall compensate PNC for Services rendered under this Agreement in accordance with the Benefit Plan Fee Schedule.

4.2 Calculation of Fees. PNC will notify the Employer that fees are due in accordance with the Benefit Plan Fee Schedule. The Employer will make such fees available in the Funding Account (or as otherwise agreed to by the parties) within two (2) business days of receiving notice from PNC. Employer must notify the PNC in writing prior to the due date of such fees of any disputed amounts. The parties will make reasonable efforts to resolve the dispute during the thirty (30) day period following the date the Employer sends notice of the dispute. If the parties are unable to resolve the discrepancy or dispute, the disputed amounts shall become due and payable immediately, without prejudice. PNC may suspend the services if the Employer fails to pay any fees by the due date set forth herein.

4.3 Travel Reimbursement. Upon prior authorization, Employer agrees to reimburse PNC for expenses incurred for travel, meals and lodging of PNC's representative(s) while performing its duties and responsibilities under the terms of this Agreement or at the request of Employer.

4.4 Miscellaneous Expenses of the Plan. Reasonable miscellaneous expenses may be incurred in conjunction with the operation of the Benefit Plan. These expenses include, but are not limited to, wire transfer fees, check charges, resupply of forms, and other printing expenses, identification cards, physician reviews, consulting/vendor fees, medical records fees, and unusual programming requirements. PNC will charge the Employer or the Benefit Plan at cost as these expenses are incurred.

Article V. General

5.1 Consultation with Employer. PNC shall consult with and obtain prior approval from Employer and/or legal counsel designated by Employer when legal matters regarding the Plan arise. PNC shall not be obligated to defend against any legal action or claim for benefits by virtue of this Agreement.

5.2 Maintenance of Records. All records, as applicable, of PNC's internal claims review, determination of eligibility, authorization for adjudication, payment of premiums, banking records, and any other financial records generated by PNC under this Agreement shall be maintained in accordance with standard industry practices but no less than seven (7) years from the date the record was first created or received by PNC.

5.3 Other Service Providers. PNC may seek the services of others in performing its duties and obligations under this Agreement. Employer agrees that PNC may subcontract or delegate all or part of its administrative obligations under this Agreement to an affiliate and that doing so will not relieve PNC of any liability.

5.4 Ownership of Files. The Benefit Plan owns all claim files even though such files may be in the possession of PNC.

5.5 Prior Claims Administrator. In the event PNC replaces a prior claims administrator, no responsibility is accepted for the work performed by the prior claims administrator; nor does PNC agree to reevaluate or readjust claims or to perform or continue work previously done by the prior claims administrator (including acting as a named fiduciary for any pending claims appeals) unless otherwise agreed upon in writing by the parties for additional compensation.
5.6 Reliance on Instructions. PNC may rely upon any written instructions or information relating to PNC performance of services provided to PNC by Employer or Employer's designated representatives, and reasonably believed by PNC to be genuine and authorized by Employer.

5.7 HIPAA. All protected health information (as that term is defined in 45 C.F.R. 160.103) created, received and/or maintained by PNC by or on behalf of the Benefit Plans will be subject to the HIPAA Business Associate Addendum, (Exhibit A to this Schedule B), attached and incorporated into this Agreement.

In Witness Whereof, the parties have caused their authorized representatives to execute this Benefit Plan Services Schedule as of the Effective Date of the Agreement, and the persons signing warrant that they are authorized to sign for their respective parties.

PNC Bank, National Association
By: Michael Hulse
Title: Vice President

East Penn School District
By: Dr. Kenneth Bacher
Title: President
EXHIBIT A TO SCHEDULE B – BUSINESS ASSOCIATE ADDENDUM

Introduction

This is an Addendum ("Addendum") to the Administrative Services Agreement ("Agreement") between PNC Bank, National Association ("PNC") and ___ East Penn SD ___ ("Client"). Except as otherwise specified herein, this Addendum shall be effective the on the date of the Agreement.

Client is a Covered Entity and, by providing certain services to Client under the Agreement, PNC is a Business Associate of Client, as those terms are defined in the Health Insurance Portability and Accountability Act of 1996.

PNC and Client wish to amend and supplement the Agreement to address their respective responsibilities relating to the Health Insurance Portability and Accountability Act of 1996, as amended, and its corresponding regulations at 45 CFR Parts 160 through 164 (collectively, "HIPAA").

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

I. Definitions

A. Business Associate. "Business Associate" means PNC.


C. Electronic Protected Health Information. "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

D. HIPAA Breach. "HIPAA Breach" has the same meaning as the term "breach" in 45 CFR § 164.402.

E. Individual. "Individual" has the same meaning as the term "Individual" in 45 CFR § 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

F. Law. "Law" means all federal and state statutes, together with their implementing regulations, that are applicable to Business Associate or Covered Entity or to Protected Health Information.

G. Privacy Rule. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 164, Subpart E.

H. Protected Health Information. "Protected Health Information" has the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity, and includes Electronic Protected Health Information.

I. Secretary. "Secretary" means the Secretary of the Department of Health and Human Services, or his or her designee.

J. Security Incident. "Security Incident" has the same meaning as the term "security incident" 45 CFR § 164.304.

L. **Unsecured Protected Health Information.** “Unsecured Protected Health Information” has the same meaning as the term “unsecured protected health information” in 45 CFR § 164.402, but limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

II. **Obligations and Activities of Business Associate**

A. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Agreement, by this Addendum, or by Law. When carrying out Covered Entity’s obligations under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

B. Business Associate agrees to use reasonable safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement, by this Addendum, or by Law.

C. To the extent Business Associate creates, receives, maintains or transmits Electronic Protected Health Information on Covered Entity’s behalf, Business Associate agrees that it has implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of such Electronic Protected Health Information as required by HIPAA.

D. Business Associate agrees to report to Covered Entity any use or disclosure of Protected Health Information, or any applicable Security Incident, which constitutes a material breach of this Addendum within a reasonable time after Business Associate has actual knowledge of such use, disclosure, or incident.

E. Business Associate agrees to include in any written agreement with any agent, including a subcontractor, to whom it provides Protected Health Information, a requirement that such agent agree to restrictions and conditions with respect to such information that are at least as restrictive as those that apply through this Addendum to Business Associate.

F. Upon reasonable notice, Business Associate agrees to make Protected Health Information and books and records relating to the use and disclosure of Protected Health Information available to the Secretary at Covered Entity’s expense in a reasonable time and manner, for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule and the Security Rule.

G. If Business Associate discovers that there has been an unauthorized access, use or disclosure of PHI (“Unauthorized Disclosure”) that may constitute a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity without unreasonable delay but not more than 30 days after discovery. Covered Entity will determine whether the Unauthorized Disclosure constitutes a Breach, and provide notice to Business Associate within five (5) business days of receiving notice of the Unauthorized Disclosure from Business Associate. If Covered Entity determines that the Unauthorized Disclosure constitutes a Breach, Business Associate reserves the right to provide the notice to the affected individuals in accordance with 45 C.F.R. 164.404 and the media in accordance with 45 C.F.R. 164.406 as soon as reasonably possible, but no later than thirty (30) days following receipt of the Covered Entity’s determination. Business Associate agrees to cooperate with and to consider reasonable suggestions from Covered Entity regarding the contents of the notice. Covered Entity will be responsible for notifying the Secretary of the Department of Health and Human Services in accordance with 45 C.F.R. 164.408. For purposes of this paragraph, a HIPAA Breach shall be treated as discovered as of the first day on which the HIPAA Breach is known or should reasonably have been known to Business Associate (including any
person, other than the one committing the HIPAA Breach that is an employee, officer, or other agent of Business Associate).

H. Business Associate agrees to comply with applicable requirements of the Security Rule. Business Associate shall adopt, implement, and follow privacy and security policies and procedures as required by the Security Rule.

III. Permitted Uses and Disclosures by Business Associate

A. Business Associate may use or disclose Protected Health Information as is reasonably necessary to perform functions, activities, or services for, or on behalf of Covered Entity as specified in the Agreement.

B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

C. Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that: (i) the disclosure is Required by Law; or (ii) Business Associate obtains reasonable assurances from any person to whom the information is disclosed that (a) such information will remain confidential and used or further disclosed only as required by Law or for the purpose for which it was disclosed to the person, and (b) the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

D. Business Associate shall refer to Covered Entity all requests by Individuals for access to, amendment to, restriction of disclosure of, or accounting of disclosures of Protected Health Information.

E. Business Associate agrees to document its disclosures of Protected Health Information as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528. Business Associate has no obligation to document disclosures that are exempt from the accounting requirement, including but not limited to disclosures for treatment, payment or healthcare operations.

F. Business Associate agrees to provide Covered Entity with information collected in accordance with Section E, to the extent required to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528. To effect this paragraph: (i) Covered Entity shall provide to Business Associate, within fifteen (15) days of the date of this Addendum, a written explanation of Covered Entity’s requirements under this Section III(F) in sufficient detail to enable Business Associate to comply with such requirements. (ii) Covered Entity shall respond promptly to requests from Business Associate for clarification of such requirements, and Business Associate may rely on such written explanations and responses. (iii) The parties agree to work together in good faith to resolve any disagreement over the requirements of 45 CFR § 164.528.

G. Business Associate may use Protected Health Information to report violations of Law to appropriate Federal and State authorities, consistent with applicable Law.
IV. Obligations of Covered Entity

A. Covered Entity agrees not to use or disclose Protected Health Information other than as permitted or required by the Agreement, by this Addendum, or by Law.

B. Covered Entity agrees to use reasonable safeguards to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement, by this Addendum, or by Law.

C. Covered Entity shall notify Business Associate of (i) any changes in Covered Entity’s notice of privacy practices that may affect Business Associate’s use or disclosure of Protected Health Information and (ii) any restriction on the use or disclosure of Protected Health Information pursuant to 45 CFR § 164.522. Such notification shall occur prior to the effective date of such changes or acceptance of such restriction by Covered Entity so that Business Associate can determine whether it will be feasible for Business Associate to comply with such changes or restriction. Once agreed to, Business Associate shall have a reasonable period of time to act on such notice.

D. Covered Entity represents and warrants to Business Associate that Covered Entity shall not disclose any Protected Health Information to Business Associate unless Covered Entity has obtained any consents and authorizations that may be required by Law. Covered Entity further represents and warrants to Business Associate that any Protected Health Information Covered Entity discloses to Business Associate satisfies HIPAA’s Minimum Necessary Standard within the meaning of 45 CFR § 164.502(b).

E. Covered Entity acknowledges that Business Associate does not maintain any “designated record sets” within the meaning of 45 CFR § 164.501. Covered Entity shall not require or request Business Associate (i) to provide access to Protected Health Information pursuant to 45 CFR § 164.524 or (ii) to amend to Protected Health Information pursuant to 45 CFR § 164.526.

F. Covered Entity warrants that it shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under applicable Law if done by Covered Entity.

V. Term and Termination

A. Term. This Addendum shall continue for as long as Protected Health Information is being exchanged by Covered Entity and Business Associate pursuant to the Agreement, or until terminated pursuant to the following. Upon either party’s knowledge of a material breach of this Addendum by the other party, the nonbreaching party shall have the following rights: (i) If the breach is curable, the nonbreaching party may provide an opportunity for the breaching party to cure the breach or end the violation. Alternatively, or if the breaching party fails to cure the breach or end the violation, the nonbreaching party may terminate this Addendum and the Agreement. (ii) If the breach is not curable, the nonbreaching party may immediately terminate this Addendum and the Agreement. (iii) If termination is not feasible, the nonbreaching party shall report the problem to the Secretary.

B. Effect of Termination. Because it is not feasible for a financial institution to return or destroy Protected Health Information upon termination of the Agreement, Business Associate shall retain the Protected Health Information for the period of time required under applicable Law, or in accordance with Business Associate’s internal record retention schedule as in effect from time to time, whichever is longer. For so long as Business Associate retains the Protected Health Information, Business Associate shall continue to protect the confidentiality of Protected Health Information in accordance with the terms of this Addendum. Thereafter, Business Associate shall destroy the Protected Health Information in accordance with procedures accepted in the financial services industry for destruction of financial records.

C. Integration. Except as specifically amended by this Addendum, all terms of the Agreement remain in effect and shall apply to the activities of Business Associate and Covered Entity described in this Addendum. This Addendum supersedes and replaces any prior addendum to the Agreement or separate agreement between the parties which was intended to fulfill the requirements under HIPAA of a business associate agreement.
VI. Miscellaneous

A. Counterparts. This Addendum may be executed in counterparts, each of which may be deemed an original.

B. Scope. PNC and Client intend this Addendum to apply to all Agreements between PNC and Client, including any affiliates of Client that are Covered Entities and have an Agreement with PNC, the performance of which may require PNC to use or disclose Protected Health Information. By executing this document, Client warrants that it has the authority to bind such affiliates to the terms of this Addendum and the person signing warrants that he or she has the authority to sign for Client and such affiliates.

C. Contact Information. Notwithstanding the Customer's Address for Notices or similar provision in the Agreement, any notices required under Obligations and Activities of Business Associate, sections D and G above may be directed to Client's Privacy Office as follows:

Name: Robert E. Saul, Business Administrator
Email address: rsaul@eastpennsd.org
Telephone number: 610-966-8300
U.S. Mail Address: 800 Pine Street, Emmaus, PA 18049

In Witness Whereof, the parties have caused their authorized representatives to execute this Addendum as of the date first set forth above, and the persons signing warrant that they are authorized to sign for their respective parties.

PNC Bank, National Association
By: [Signature]
Title: Vice President

East Penn School District
(Client Name)
By: [Signature]
Title: President
**BENEFIT PLAN FEE SCHEDULE**

Please review the fee items listed below.

<table>
<thead>
<tr>
<th>Type of Fee</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Option I</strong></td>
<td></td>
</tr>
<tr>
<td>Health FSA, HRA or Transportation Monthly Service Fee (without My Health and Money)</td>
<td>$3.50/Per Employee Per Month</td>
</tr>
<tr>
<td>Any Two or More Accounts Stacked (without My Health and Money)</td>
<td>$3.95/Per Employee Per Month</td>
</tr>
<tr>
<td><strong>Option II</strong></td>
<td></td>
</tr>
<tr>
<td>Health FSA or HRA with My Health and Money*</td>
<td>$4.00/Per Employee Per Money</td>
</tr>
<tr>
<td>Stacked Accounts with My Health and Money*</td>
<td>$4.45/Per Employee Per Month</td>
</tr>
<tr>
<td><strong>Testing Fees</strong></td>
<td></td>
</tr>
<tr>
<td>Section 125 25% Key Employee Concentration Test</td>
<td>$200/First Test (which includes 1 midyear test); $50 for retest</td>
</tr>
<tr>
<td>Section 129 25% Owners Concentration Test for Dependent Care Flexible Spending Accounts</td>
<td>$200/First Test (which includes 1 midyear test); $50 for retest</td>
</tr>
<tr>
<td>Section 129 55% Average Benefits Test for Dependent Care Flexible Spending Accounts</td>
<td>$200/First Test (which includes 1 midyear test); $50 for retest</td>
</tr>
</tbody>
</table>

(*) *My Health and Money:*

You understand that your selection of Option II will provide your employees access to the “My Health and Money” site which is not owned or operated by PNC and/or its affiliates. The terms and conditions governing your Health FSA or HRA Employee Benefit Plan shall not apply to My Health and Money. You understand that PNC shall not be liable for any damages resulting from your employee’s use of the “My Health and Money” site.

**EMPLOYER**

East Penn School District

(Print Company Name)

By: __________________________________________________________________________

Name: Dr. Kenneth Bacher

Title: President

Date: October 22, 2018
6. **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:

   **g. Assistant Principal Appointment(s)**

   **Name:** Misty Armstrong  
   **Education Level:** B.S. Degree; M.Ed. Degree  
   **Undergraduate School:** Pennsylvania State University  
   **Graduate School:** Shippensburg University  
   **Assignment:** Eyer MS  
   (New C & I Supervisor position & subsequent transfer)  
   **Certification:** Administration I: Principal PK-12; Supervisor Curriculum & Instruction PK-12  
   Instructional II: Early Childhood N-3; Elementary K-6  
   **Experience:** 2004 – Present: Quakertown SD; Elementary Teacher & Instructional Specialist  
   **Salary:** $89,500  
   **Effective:** 12/10/18 or sooner if possible

7. **BUSINESS OPERATIONS**

   **e. Sale of Personal Property**

   **Motion** by ____________________, Seconded by ____________________
   
   RESOLVED, That the Board of School Directors of East Penn SD authorize the sale of a 1996 GMC Vandura G3500 work van to the highest bidder, Tracy Becker, for the sum of $6,000.00.