EAST PENN SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS
REGULAR MEETING

AGENDA

Board Room
800 Pine Street
Emmaus, PA 18049

August 26, 2013
7:30 p.m.

2013
January 14 & 28 (28th cancelled due to inclement weather)
February 11 & 25
March 11 & 25
April 8 & 22
May 13
June 10 & 24
July 8
August 12 & 26
September 9 & 23
October 14 & 28
November 11
December 3 (Tuesday, due to Thanksgiving Holiday)
December 9

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 problem solvers, collaborators and critical thinkers.
ORDER OF BUSINESS

1. Call to Order; Pledge of Allegiance

2. Requests to Address the Board

3. Approval of Minutes

   Motion by __________________________, Seconded by __________________________
   RESOLVED, That the East Penn Board of School Directors approve the minutes for the August 12, 2013 meeting.


   1. Presentation: Educational Effectiveness Model & School Performance Profile
   2. District Update
   3. Personnel

       Motion by __________________________, Seconded by __________________________
       RESOLVED, That the East Penn Board of School Directors approve the following personnel items:

       Retirement/Resignations

       - Connie Corbery, EHS Staff Assistant, effective 8/12/13 (Exhibit 1)
       - Denise Miller, EHS Instructional Assistant, effective 8/12/13 (Exhibit 2)
       - Maria Kelly-Lowe, Instructional Assistant at Wescosville School, effective 8/14/13 (Exhibit 3)
       - Jill Natale, Health Room Assistant, effective 8/14/13 (Exhibit 4)
       - Tina Sorrentino, PT Food Service Assistant, effective 8/15/13 (Exhibit 5)
       - Diane Geroni, LMM5 Staff Assistant, effective 8/26/13 (Exhibit 6)
       - Arielle Pierog, PT Food Service Assistant, effective 8/25/13 (Exhibit 7)
       - Kaitlin Milkitea, LMM5 Instructional Assistant, effective 8/25/13 (Exhibit 8)
       - Susan Cooperman, Instructional Assistant at Shoemaker School, effective 8/21/13 (Exhibit 9)

       Income Protection Leave

       Employee: Christine DeLise
       Teacher, Grade 5, Willow Lane School
       Effective: 9/30/13

       General Leave of Absence-Board Policy 539

       Employee: Cynthia Guthrie
       Instructional Assistant, Wescosville School
       Effective: 8/26/13-12/31/13

       Full-Time Substitute Teacher Appointment

       Name/Address: Ryan Peters
       2256 Woodbarn Road, Macungie 18062
       Education Level: B. S. Degree (2001)
       Undergraduate School: Bloomsburg University
       Certification: Instructional I, Elementary, Special Education
       Assignment: Grade 5, Willow Lane School
       Opening created by C. DeLise leave
       Effective: August 26, 2013
       Experience: 2009-13-Anne Arundel County Public Schools
       2002-05: Hawaii Department of Education
       Salary: $47,344 (Year 1, Col. B)
Instructional Assistant & Health Room Assistant Appointments

<table>
<thead>
<tr>
<th>Name/Address</th>
<th>Assignment</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maria Mesko</td>
<td>Instructional Assist., Willow Lane</td>
<td>$13.97/hr., 27 hrs./wk.</td>
</tr>
<tr>
<td>253 E. Hazard Street</td>
<td>L. Kelly resignation</td>
<td></td>
</tr>
<tr>
<td>Summit Hill, PA 18250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Effective: August 27, 2013</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Theresa Cole</td>
<td>Health Room Assist., Eyer MS</td>
<td>$19.60/hr., 29 hrs./wk.</td>
</tr>
<tr>
<td>1434 Butz Road, Breinigsville 18031</td>
<td>New Position per IEP</td>
<td></td>
</tr>
<tr>
<td>Effective: August 27, 2013</td>
<td></td>
<td></td>
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<tr>
<td>Alison Heffelfinger</td>
<td>Health Room Assist, Lincoln</td>
<td>$19.60/hr., 29 hrs./wk.</td>
</tr>
<tr>
<td>253 Belfast Road</td>
<td>G. Stone resignation</td>
<td></td>
</tr>
<tr>
<td>Wind Gap 18091</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Effective: August 27, 2013</td>
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</tbody>
</table>

Schedule B Appointments

See Exhibit 10

Remedial Assistant Substitute Rate

$11.44/hr (Up to 20 days) $11.95/hr. (21+ days)

Independent Contract Agreement – Exhibit 11

That the East Penn Board of School Directors approve the Independent Contractor Agreement with George L. Grim to provide services in accordance with applicable psychology standards as described in Exhibit 11.

Additions to the 2013-14 List of Per Diem Substitutes

See Exhibit 12

Educational Conferences – Exhibit 13

That the East Penn Board of School Directors approve the estimated expenses for the individuals attending educational conferences listed on Exhibit 13.

4. Revision to the Emmaus HS Discipline Code – Exhibit 14

Motion by ______________________, Seconded by ______________________
RESOLVED, That the East Penn Board of School Directors approve the revision on Page 4; Code 205B as listed on Exhibit 14.

Note: A full copy of the EHS Discipline Code is available on the Emmaus HS website.

5. American Red Cross Authorized Provider Agreement (Exhibit 15)

Motion by ______________________, Seconded by ______________________
RESOLVED, That the East Penn Board of School Directors approve the American Red Cross Authorized Provider Agreement to permit the Red Cross certified instructors to teach the Red Cross training courses as described in Exhibit 15.

6. Contract for In School Nursing Services (Exhibit 16)

Motion by ______________________, Seconded by ______________________
RESOLVED, That the East Penn Board of School Directors approve the Agreement with Bayada Home Health Care Inc., 317 South Cedar Crest Boulevard, Allentown to provide nursing services as identified for in-school nursing care as described in Exhibit 16.
7. Contract with the Borough of Emmaus – Use of Firearms Range (Exhibit 17)

Motion by ________________________, Seconded by ________________________

RESOLVED, That the East Penn Board of School Directors approve the Agreement with the Borough of Emmaus for the Emmaus High School Rifle Team to use the Firearms Range located in Community Park, Emmaus, PA from November 11, 2013 to February 14, 2014 and as outlined in Exhibit 17.

5. Carbon Lehigh Intermediate Unit – F. Fuller

1. Special Education Services Agreement (Exhibit 18)

Motion by ________________________, Seconded by ________________________

RESOLVED, That the East Penn Board of School Directors approve the Special Education Services Agreement with the Carbon Lehigh Intermediate Unit for the 2013-14 school year as described in Exhibit 18.

6. Policy

1. Final Adoption – Board Policy 116.1 – Exceptions to Academic Sequence (Exhibit 19)

Motion by ________________________, Seconded by ________________________

RESOLVED, That the East Penn Board of School Directors approve Board Policy 116.1, Exceptions to Academic Sequence, for inclusion in the Board Policy Manual.

2. Second Reading – Board Policy 206, Assignment Within District (Exhibit 20)

A recommendation for adoption will be presented at the September 9, 2013 Board Meeting.

7. Business Operations

1. Approval of Bill List

Motion by ________________________, Seconded by ________________________

RESOLVED, That the East Penn Board of School Directors approve the attached bill list, including any addenda, and that the Treasurer be authorized to issue checks and vouchers in the amounts indicated.

2. SunGard K-12 Education Master Software License, Maintenance and Services Agreement (Exhibit 21)

Motion by ________________________, Seconded by ________________________

RESOLVED, That the East Penn Board of School Directors approve the SunGard K-12 Education Master Software License, Maintenance and Services Agreement with SunGard Public Sector, Inc., 3 West Broad Street, Bethlehem for services as described in Exhibit 21.

3. Retirement Plan Compliance and Administration Services Agreement (Exhibit 22)

Motion by ________________________, Seconded by ________________________

RESOLVED, That the East Penn Board of School Directors approve the Retirement Plan Compliance and Administration Services Agreement to provide compliance administration services to the Plan Sponsor’s voluntary retirement programs under Sections 403(b) and/or 457(b) of the Internal Revenue Code.

4. Disbursement of Funds (Exhibit 23)

Motion by ________________________, Seconded by ________________________

RESOLVED, That the East Penn Board of School Directors authorize the expenditure of funds from the 32-Capital Reserve Fund and the 33-2010 Series A General Obligation Bonds as listed on Exhibit 23.

8. Announcements

Monday, August 26
7:00 p.m.-Executive Session
7:30 p.m.-Board Meeting
Monday, September 2  Labor Day – All Schools and Offices Closed
Monday, September 9  7:30 p.m.–Board Meeting, Board Room
9. Adjourn
EXHIBITS

August 26, 2013
August 12, 2013

Administrative Offices
East Penn School District
800 Pine Street
Emmaus, PA 18049

Re: Notice of Retirement

Dear East Penn School Board:

Please accept this letter as my official notice of retirement from the East Penn School District effective August 12, 2013.

I have enjoyed my 11 years of service, and I wish everyone continued success. Both of my sons graduated from Emmaus High School, received an excellent education and have fond memories of their high school years.

Sincerely,

Connie Corkery

Connie Corkery
920 Rebecca Lane  
Orefield, PA 18069  
August 12, 2013.

Mrs. Noelle Keeler  
East Penn School District  
800 Pine St.  
Emmaus, PA 18049

Dear Madam,

It is with sadness that I am tendering my resignation after almost 13 years with the East Penn School District. I was officially notified last week that I have been accepted at LCCC. The program of study requires my attending day classes three days per week which means I would not be able to work 29 hours each week.

Even though I cannot work full time, I am still interested in subbing whenever possible.

Sincerely,

[Signature]

Denise Miller  
Emotional Support IA at Emmaus High
From: Curtis, Jennifer  
Sent: Wednesday, August 14, 2013 10:41 AM  
To: Keeler, Noelle  
Subject: FW: Resignation

Confidentiality Statement:  
The documents accompanying this electronic transmission contain information that is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named on this e-mail. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this e-mail information is strictly prohibited. Thank you.

From: Kelly-Lowe, Maria  
Sent: Wednesday, August 14, 2013 9:56 AM  
To: Desiderio, Tara  
Cc: Curtis, Jennifer  
Subject: Resignation

Due to circumstances in connection to the transfer of my husbands’ job, I regret to inform you that I am resigning from my position at Wescosville Elementary. I apologize for the late notice, as these circumstances are very recent. I appreciate the opportunity I had with the school and would like to be considered to sub on occasion, if ever needed. Thank you; I wish you the best.

Sincerely,  

Maria Kelly-Lowe
To whom it may concern:

I, Jill Natale will be resigning my HRA position with East Penn School District effective for the 2013/14 school year.
I, Tina Sorrentino am resigning my cafeteria position as of Aug 15, 2013.

I am grateful for having the privilege of working for the East Penn School District. I have made many friendships within the school district and I know I will miss everyone.

Have a wonderful school year.

Tina Sorrentino
East Penn School District
800 Pine Street
Emmaus, Pa 18049

19 August 2013

Dear Noelle,

I am sorry that this is so close to school starting but I was offered a full time position. I am resigning from Lower Macungie Middle School effective 26 August 2013. It pains to leave there. I have enjoyed my time with the In School Suspension room. I have learned a great deal from the students and I believe they learned from me. I enjoyed working with Suzanne, Rodd and Greg as my bosses. This past school year Greg has taught me how to look at situations differently that I would have in the past. I will take what I have learned into my everyday life.

Best Wishes

Diane Geroni
703 Spruce Street
Emmaus, Pa 18049
Dear Aneta and Paul,  

08/20/2013

Effective immediately I am resigning my position with food service at Eyer Middle School. I would like to thank East Penn School District for this employment opportunity.

Thank you,

[Signature]
Kaitlin Mikitka has resigned from her IA position at LMMS.

From: Kaitlin Mikitka [mailto:katemikitka@gmail.com]
Sent: Tuesday, August 20, 2013 05:48 PM
To: Fairclough, Karen
Subject: IA Resignation

Dear Ms. Karen Fairclough,

I am writing to notify you that I am resigning from my position as an Instructional Assistant at East Penn School District. My last day of employment will be August 25, 2013.

I have accepted a long-term substitute position with the Bethlehem Area School District in my field of study. I feel as though it is an important step I must take in order to gain classroom instruction experience. I have sent a formal letter of resignation in the mail but wanted to reach you as soon as I could.

Words cannot express how grateful I am for having had this opportunity to work in your school district as a support staff member. I deeply appreciate the opportunities I have been given during my time at East Penn School District, as well as your professional guidance and support. It has been a pleasure working with the staff in your district, and I have made many friends through this experience. The opportunity I have been given to work for you has significantly and positively impacted myself as an educator. I sincerely hope that my next professional placement will be as enjoyable and educational as was my time working with East Penn School District.

I wish you and East Penn School District the best of success in the future. If full time professional instruction opportunities arise in the future, I would like to be considered.

If I can assist with the transition, please do let me know. Thank you again for all of your help and support.

Sincerely,

Kaitlin Mikitka

5035 Elmhurst Drive
Schnecksville, PA 18078
484.553.7549.
katemikitka@gmail.com
7030 Powder Valley Road
Zionsville, PA 18092
August 19, 2013

East Penn School District
Pine Street
Emmaus, PA 18049

Gentlemen:

After careful consideration and reviewing the conditions of my employment, I do not think the position I have been placed in is a good fit for me.

Please consider this my resignation from East Penn School District, effective immediately. Thank you for allowing me to be part of the district for the past ten years. I have worked with many fine individuals and leave with many fond memories.

In the future I may seek employment as a substitute, but for the present time I am resigning from the district.

Sincerely,

Susan Cooperman
<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>EHS</td>
<td>Graybill, Lindsey</td>
<td>Cross Country Volunteer Coach</td>
<td>n/a</td>
<td>volunteer</td>
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<tr>
<td>EHS</td>
<td>Brader, Keith</td>
<td>Football Assistant Coach</td>
<td>Contract</td>
<td>$5,429.00</td>
<td></td>
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<tr>
<td>EHS</td>
<td>Robinson, Franko</td>
<td>Color Guard Director (Design/Instruction)</td>
<td>Contract</td>
<td>$3,107.00</td>
<td></td>
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<tr>
<td>EHS</td>
<td>Robinson, Franko</td>
<td>Winter Color Guard Director (Design/Instruction)</td>
<td>Contract</td>
<td>$3,378.00</td>
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<tr>
<td>EHS</td>
<td>Wenninger, Anne</td>
<td>Field Hockey Assistant Coach</td>
<td>n/a</td>
<td>volunteer</td>
<td></td>
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</tbody>
</table>
EAST PENN SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of August, 2013 by and between East Penn School District (hereinafter "Agency") acting through its East Penn School District Board of Directors (hereinafter "Board") and George L. Grim (hereinafter "Contractor").

The Agency desires to retain Contractor as an independent contractor to provide services, as described in Paragraph 2 below, in accordance with the provisions of this Agreement.

1. **Independent Contractor:**

   (a) Contractor is a self-employed independent contractor and not an employee, agent or servant of Agency. Further, nothing in this agreement shall be deemed to create a joint venture or partnership between Contractor and Agency. In addition, the Contractor is free to engage in such other business activities, as she/he may desire to pursue. Contractor understands and agrees that she/he shall not be entitled to any of the rights and privileges established for Agency employees. It is further agreed that except for obligations specifically set forth in this agreement, Agency shall exercise no control or direction over the performance of the professional services rendered to students by Contractor except as provided by local, state or federal statutes, rules and regulations. Contractor agrees that she/he shall, at all times, perform her/his duties and responsibilities in strict conformance with currently approved practices in medicine and in an ethical, competent and professional manner.

   (b) Contractor shall be solely responsible for the costs of conducting her/his business. Contractor understands and agrees that Agency will not withhold from compensation any funds for income tax, unemployment insurance, social security, or any other withholdings. All such payments required by law are the sole responsibility of Contractor. Further, Contractor shall be solely responsible for compliance with all applicable laws, local, state and federal, including payment of all taxes for Contractor.

   (c) Contractor shall be insured by a company/companies satisfactory to Agency, but at the expense of the Contractor, in amounts required by the Commonwealth of Pennsylvania for general liability and professional liability. Certificates verifying such coverage shall be submitted to Agency as evidence of such coverage and any extension or renewal thereof shall be delivered to the Agency prior the effective date of this agreement and upon demand of the Agency thereafter.

   (d) Contractor shall be duly certified to practice psychology within the Commonwealth of Pennsylvania. Evidence of a valid certificate/license to practice psychology within the Commonwealth of Pennsylvania shall be delivered to the Agency prior to the effective date of the Agreement and upon demand of the Agency thereafter. Contractor shall notify Agency immediately upon any suspension, revocation or modification of her/his Pennsylvania psychology certificate/license.
2. **Nature of Service**

(a) Contractor shall provide services in accordance with applicable psychology standards.

(b) Contractor shall maintain adequate educational records for the students treated in accordance with Paragraph 2(a). Contractor understands and agrees that such records are and shall remain the property of the Agency.

**Term of Agreement**

The agreement shall continue through **June 30, 2014**. Should this Agreement be in full force and effect at the expiration of any term specified by the Paragraph 3, Agency and Contractor, by mutual agreement, may extend the term for additional one (1) year period.

1. **Payment of Services:**

Agency shall pay Contractor for satisfactory services, the Board approved rate, the minimum being **$70.00 per hour, for a maximum of $20,000 by June 30, 2014**.

2. **Termination:**

(a) This Agreement is subject to the continued operation of the Agency and the services provided in the East Penn School District. Agency may temporarily or permanently suspend operations at any time for any reason without breaching this Agreement.

(b) This Agreement shall be immediately terminated upon any suspension, revocation or modification of the Contractor's certificate/license to practice psychology within the Commonwealth of Pennsylvania.

(c) Except as set forth under Paragraphs 3(a) and (b) hereof, the Agreement shall continue until terminated by the death of Contractor, or by either party upon giving thirty (30) days prior written notice to the other party. However, either party may terminate this Agreement immediately without prior written notice for non-performance or breach of the Agreement. Termination shall not cancel any liability or indebtedness which is due either party from the other.

3. **Miscellaneous:**

(a) This Agreement may be amended or modified only by written agreement signed by both Board and Contractor.

(b) If one or more of the provisions of this Agreement shall be declared invalid or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Agreement.
(c) This Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Pennsylvania.

(d) All understandings and agreements heretofore as between the parties hereto with respect to the transactions contemplated hereby are merged in this Agreement and this Agreement contains all the understandings of the parties hereto with respect to such transactions.

(e) The descriptive headings of the several sections of this Agreement are inserted for convenience only and do not constitute part of the Agreement.

(f) This Agreement is not subject to binding arbitration.

IN WITNESS WHEREOF, this Agreement has been executed by Agency and Contractor effective as of the date first written above.

By: ____________________________________________
    For Agency

By: ____________________________________________
    Contractor
August 26, 2013

Please add the following names to the per diem substitute list for 2013/2014 school year:

Patricia Baldwin  Guest Teacher
Christina Burroughs  Guest Teacher
Yvette Campbell  Guest Teacher
Michelle Costello  Guest Teacher
Kim Dryfoos  Guest Teacher
Laurie Kalo  Guest Teacher
Cheryl Lagler  Guest Teacher
Elizabeth Lanzone  Guest Teacher
Raphael Parise  Guest Teacher
John Royer  Guest Teacher
Diane Salute  Guest Teacher
John Wastak  Guest Teacher
Jay McFadden  Guest Teacher
Lisa Heineman  Guest Teacher
Ruth Urrutia  Guest Teacher
Vincent D’Agostino  Health/PE
Jill Natale  HRA
Judith Crouse  H/PE
Barbara Ansfree  IA/SA
Rebecca MacDonald  Special Education
Robert McKenna  IA/SA
Janet Sniscak  Elementary
David McClellan  Social Studies, Elementary
Alexia Armetta  Elementary
<table>
<thead>
<tr>
<th>Conference:</th>
<th>Custody, Confidentiality &amp; Parent Communication: Family Law, Bethlehem</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date(s):</td>
<td>September 13, 2013</td>
</tr>
<tr>
<td>Attending:</td>
<td>Dr. Thomas Mirabella, Director of Student Services</td>
</tr>
<tr>
<td>Estimated Cost:</td>
<td>$179.52</td>
</tr>
<tr>
<td>Conference:</td>
<td>Strengthening the Core: Building and Maintaining Knowledge of the Common Core, Carbon Lehigh Intermediate Unit</td>
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<tr>
<td>Date(s):</td>
<td>September 24, 2013; November 20, 2013; April 8, 2014</td>
</tr>
<tr>
<td>Attending:</td>
<td>Nikol Kushman, Special Education Teacher, Emmaus HS</td>
</tr>
<tr>
<td>Estimated Cost:</td>
<td>$104.07, plus per diem (Title II Funds)</td>
</tr>
<tr>
<td>Conference:</td>
<td>PATTAN: Individuals with Disabilities Education Act (IDEA-B) Contingency Fund Training, King of Prussia</td>
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<tr>
<td>Date(s):</td>
<td>September 4, 2013</td>
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<tr>
<td>Attending:</td>
<td>Dr. Linda Pekarik, Director of Special Education</td>
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<tr>
<td>Estimated Cost:</td>
<td>$58.76 (Title II Funds)</td>
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<td>Conference:</td>
<td>PA Association of Elementary &amp; Secondary Principals: Lessons in Leadership 2013 State Conference, Penn State University</td>
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<tr>
<td>Date(s):</td>
<td>October 28, 2013</td>
</tr>
<tr>
<td>Attending:</td>
<td>Matthew Gale, Assistant Principal, Emmaus HS</td>
</tr>
<tr>
<td>Estimated Cost:</td>
<td>$341.05 (Title II Funds)</td>
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<tr>
<td>Conference:</td>
<td>Transforming Education Through Connections, Carbon Lehigh Intermediate Unit</td>
</tr>
<tr>
<td>Date(s):</td>
<td>September 26; October 24; November 21, 2013</td>
</tr>
<tr>
<td>Attending:</td>
<td>Susan Noack, Middle School Curriculum Coordinator</td>
</tr>
<tr>
<td>Estimated Cost:</td>
<td>$419.07</td>
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<td>Conference:</td>
<td>Learning Forward PA: Aligning Teacher Effectiveness Learning Communities and Curriculum to Prepare for the Rigor of the PA Core Curriculum Standards, Harrisburg</td>
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<tr>
<td>Date(s):</td>
<td>October 15, 2013</td>
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<tr>
<td>Attending:</td>
<td>Susan Noack, Middle School Curriculum Coordinator Rosalie Gallagher, IST Teacher, Willow Lane Jacqueline Vogel, IST Teacher, Alburtis School</td>
</tr>
<tr>
<td>Estimated Cost:</td>
<td>$702.81 (Title II Funds)</td>
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### Attendance Offenses

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<tr>
<th>Code</th>
<th>Offense</th>
<th>Definition</th>
<th>Notes</th>
<th>First Offense</th>
<th>Second Offense</th>
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<tbody>
<tr>
<td>204</td>
<td>Detention Cut</td>
<td></td>
<td></td>
<td>One SMD</td>
<td>Two SMDs</td>
<td>One day OSS</td>
<td>Three days OSS</td>
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<tr>
<td>205B</td>
<td>Class Cut</td>
<td>Class cut with supervision by a non-scheduled staff member</td>
<td>Loss of credit and one ASD or Administrative Discretion</td>
<td>Loss of credit and one SMD or Administrative Discretion</td>
<td>Loss of credit and 8SMD</td>
<td>1 OSS</td>
<td></td>
</tr>
<tr>
<td>223</td>
<td>SMD Cut</td>
<td>Saturday Morning Detention Cut</td>
<td>Three days OSS</td>
<td>Administrative Discretion</td>
<td>Administrative Discretion</td>
<td>Administrative Discretion</td>
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<tr>
<td>230</td>
<td>AEP Violation</td>
<td>Alternative Education Placement (ISS) Violation</td>
<td>OSS for that day</td>
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### Vehicular Violations

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<th>Code</th>
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<th>Definition</th>
<th>Notes</th>
<th>First Offense</th>
<th>Second Offense</th>
<th>Third Offense</th>
<th>Fourth Offense</th>
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<tbody>
<tr>
<td>109</td>
<td>Minor Bus Misconduct</td>
<td></td>
<td>Warning and parent/guardian notified</td>
<td>Parent/ guardian notified. Bus privileges denied for 5 days</td>
<td>Administrative discretion</td>
<td>Administrative discretion</td>
<td></td>
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<tr>
<td>120</td>
<td>Repeated Rules Violation</td>
<td></td>
<td>Two SMD</td>
<td>One OSS</td>
<td>Three OSS</td>
<td>Administrative discretion</td>
<td></td>
</tr>
<tr>
<td>220</td>
<td>Unauthorized Parking</td>
<td>Unregistered vehicle or parking on school property in an unauthorized area</td>
<td>One SMD and ticket by police and/or tow vehicle</td>
<td>Two SMD and ticket by police and/or tow vehicle</td>
<td>Administrative discretion and ticket by police and/or tow vehicle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>225</td>
<td>Reckless Driving</td>
<td></td>
<td>One SMD and loss of driving and/or parking on premises for five school days</td>
<td>Two SMDs and loss of driving and/or parking on premises for the remainder of the academic year.</td>
<td>See Level III Reckless Endangering (11)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>226</td>
<td>Parking without a Permit</td>
<td>Parking on school property without a permit</td>
<td>One SMD and ticket by police and/or tow vehicle</td>
<td>Two SMD and ticket by police and/or tow vehicle</td>
<td>Administrative discretion and ticket by police and/or tow vehicle</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#
Authorized Provider Agreement

This Authorized Provider Agreement ("Agreement") is made by and between the American National Red Cross ("Red Cross") and the party listed on Appendix A (the "AP") in order to permit AP's Red Cross certified instructors ("Instructors") to teach the Red Cross training courses ("Courses") specified in Appendix B within AP's organization.

1. **AP Responsibilities.** In connection with offering the Courses, AP agrees that it will:
   1.1. Require its Instructors to maintain Red Cross certifications appropriate for the Courses they will be teaching;
   1.2. Promptly notify Red Cross of additions and deletions to AP's roster of Instructors as listed on Appendix C;
   1.3. Obtain Red Cross confirmation of the certification status of new AP Instructors before permitting such Instructors to teach a Course;
   1.4. Be responsible for the oversight of AP's Instructors and require that they teach Courses using Red Cross course materials ("Course Materials"), and offer Courses in accordance with the then-current Red Cross AP Resource Guide, policies and procedures (collectively, the "Policies");
   1.5. Permit Red Cross to perform random observations of AP's Courses;
   1.6. Notify the Red Cross of all scheduled Courses at least three (3) business days before the scheduled Course start date;
   1.7. Enter training records and required information into the Learning Management System ("LMS") or any successor system within ten (10) calendar days of Course completion (the "Course Records");
   1.8. Pay the required fees in connection with all Courses;
   1.9. Be responsible for all liabilities arising out of AP’s operations and Course instruction as Red Cross insurance does not extend to AP or its Instructors; and
   1.10. Teach the Courses solely within the AP's organization at the facilities set forth in Appendix D.

2. **Red Cross Responsibilities.** To facilitate AP's Course offerings, Red Cross agrees that it will:
   2.1. Make Red Cross training and Course Materials available to AP's Instructors meeting Red Cross training prerequisites;
   2.2. Approve properly submitted Course Records and provide certifications for Courses, if applicable;
   2.3. Provide AP with access to Red Cross electronic resources allowing AP to notify the Red Cross of dates, times and locations of each Course, enter Course Records and print Course certificates.

3. **Term and Termination.**
   3.1. This Agreement will be effective as of the Effective Date listed in Appendix A and ends on the day before the thirty six (36) month anniversary thereof, unless earlier terminated as provided below.
   3.2. Either party may terminate this Agreement with thirty (30) calendar days advance written notice to the other party.
   3.3. Red Cross reserves the right to immediately terminate this Agreement if AP does not abide by the terms of this Agreement or the Policies.
   3.4. Following termination, the parties are still obligated to follow the provisions of Sections 4, 5, 6 and 8 indefinitely.
4. Fees and Invoicing.
   4.1. AP will comply with the AP Resource Guide’s preferred payment options, such as prepay, credit card, check, money order and bank transfer.
   4.2. Fees are set forth on Appendix B. Red Cross will not process invoices for any amount less than five hundred dollars ($500). Payment terms are net thirty (30) days. Red Cross reserves the right to change its fees and payment processes in its sole discretion upon thirty (30) days advance notice of such changes. If the AP does not agree to such changes, it has the right to terminate the Agreement pursuant to Section 3.
   4.3. If the Red Cross determines that any course offered by the AP and/or its instructors is not taught in accordance with Red Cross Policies, the AP is responsible for any costs associated with the retraining of course participants. Red Cross, in its sole discretion, will determine the appropriate party to conduct the retraining, which may include the AP or any Red Cross employee, volunteer, LTP or AP.

5. Notices. Each party’s contact for notices under this Agreement is listed on Appendix A.

   6.1. Except as required by applicable law or otherwise provided herein, each party shall maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.
   6.2. Red Cross is the owner of various trade names, trademarks, Course Materials and other copyrighted and proprietary content (“Red Cross IP”). Subject to the terms and conditions of this Agreement, Red Cross hereby grants AP a limited and non-exclusive license to use the Red Cross IP solely in connection with the Agreement and such license may not be assigned or sub-licensed. Course Materials may be downloaded, reused or purchased; however, AP agrees not to revise, edit or create derivative works of any Course Materials or Red Cross proprietary content, in whole or in part, unless specifically approved in writing by the Red Cross. AP acknowledges and agrees that (1) the Red Cross IP is a valuable asset of Red Cross and substantial recognition and goodwill are associated with the Red Cross IP, (2) the license granted hereunder does not constitute a transfer to AP of any ownership rights in the Red Cross Marks, and (3) AP’s use of the Red Cross IP shall inure solely to the benefit of Red Cross. Upon conclusion of this Agreement, any and all licenses granted to use the Red Cross IP will terminate immediately.

7. Entire Agreement, Amendments, and Assignments. Concerning the subject matter hereof, this Agreement and the Policies referenced herein constitute the entire agreement between the parties and supersedes all prior agreements and understandings between the parties. This Agreement shall not be amended, modified or assigned unless both parties agree in writing.

8. Independent Contractors. Each party shall perform its responsibilities hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the parties or an employer-employee relationship. No agent, employee or servant of either party shall be, or shall be deemed to be, the employee, agent or servant of the other party, and each party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
The parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the latest date of the signatures below. Execution of this Agreement confirms AP’s receipt of the AP Resource Guide, which may be updated from time to time.

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>East Penn School District</th>
<th>American Red Cross</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Signature:</td>
<td>Red Cross Signature:</td>
<td></td>
</tr>
<tr>
<td>□ Electronic Acceptance</td>
<td>□ Electronic Acceptance</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Thomas P. Mirabella</td>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Director of Student Services</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td>8/14/13</td>
<td>Date:</td>
</tr>
</tbody>
</table>
Authorized Provider Agreement
Appendix A – Contact Information

Effective Date:

<table>
<thead>
<tr>
<th>Company Contact Information [fields with an asterisk (*) must be completed]</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business/Organization/School Name</strong> * East Penn School District</td>
</tr>
<tr>
<td><strong>Address 1</strong> * 800 Pine Street</td>
</tr>
<tr>
<td><strong>City</strong> * Emmaus</td>
</tr>
<tr>
<td><strong>Primary Contact Name</strong> * Thomas P. Mirabella</td>
</tr>
<tr>
<td><strong>Primary Phone</strong> * 610-966-8372</td>
</tr>
<tr>
<td><strong>Fax</strong> 610-965-1628</td>
</tr>
<tr>
<td><strong>Use the same address for billing?</strong> *</td>
</tr>
<tr>
<td><strong>Billing Contact Name (if different from primary)</strong> Doris Miller</td>
</tr>
<tr>
<td><strong>Billing Address 1</strong> 800 Pine Street</td>
</tr>
<tr>
<td><strong>Billing City</strong> Emmaus</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Red Cross Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name</strong> John V Enderle</td>
</tr>
<tr>
<td><strong>Phone</strong> 717-771-3563</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Red Cross Internal Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Red Cross Salesforce ID</strong></td>
</tr>
<tr>
<td><strong>Does the customer have an existing Organization ID in the Learning Center?</strong></td>
</tr>
<tr>
<td><strong>If Yes, enter it here</strong></td>
</tr>
<tr>
<td><strong>Does the customer have a Parent Organization ID in the Learning Center?</strong></td>
</tr>
<tr>
<td><strong>If Yes, enter it here</strong></td>
</tr>
<tr>
<td><strong>American Red Cross Unit Code</strong></td>
</tr>
<tr>
<td><strong>Does the customer plan to purchase Full Service training also?</strong></td>
</tr>
<tr>
<td><strong>Does the customer qualify for the School Partner Program?</strong></td>
</tr>
</tbody>
</table>
Authorized Provider Agreement  
Appendix B – Courses, Equipment, Materials, and Fees

1. Course Fees

<table>
<thead>
<tr>
<th>Courses Offered by Authorized Provider</th>
<th>Per Person Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Aid</td>
<td>19.00</td>
</tr>
<tr>
<td>Adult CPR With Or Without AED</td>
<td>19.00</td>
</tr>
<tr>
<td>First Aid With CPR/AED Adult</td>
<td>27.00</td>
</tr>
<tr>
<td>First Aid With CPR/AED Adult (Review/Challenge)</td>
<td>19.00</td>
</tr>
<tr>
<td>Adult And Pediatric CPR/First Aid/AED</td>
<td>27.00</td>
</tr>
<tr>
<td>Adult And Pediatric CPR/First Aid/AED (Review/Challenge)</td>
<td>19.00</td>
</tr>
<tr>
<td>First Aid CPR With AED Pediatrics</td>
<td>27.00</td>
</tr>
<tr>
<td>Pediatric CPR With AED</td>
<td>19.00</td>
</tr>
<tr>
<td>Adult And Pediatric CPR And Aed</td>
<td>19.00</td>
</tr>
<tr>
<td>CPR/AED for the Professional Rescuer</td>
<td>27.00</td>
</tr>
<tr>
<td>CPR/AED For The Professional Rescuer (Review/Challenge)</td>
<td>19.00</td>
</tr>
</tbody>
</table>

2. Equipment and Materials

Training equipment, materials and other supplies may be purchased at www.ShopStayWell.com or at www.RedCrossStore.org.

3. Method of Payment

☐ Prepay       Red Cross-issued PO#
☐ Invoice      Red Cross-issued PO#
☐ Credit Card  ☐ Check      ☐ Money Order  ☐ Bank Transfer

*NOTE: A Red Cross representative will contact you regarding the method of payment chosen. Please do not include any payment details on this agreement.

4. Additional Services (Optional)
**Authorized Provider Agreement**  
**Appendix C – Authorized Provider Instructors**

Instructors who will be teaching on behalf of your business/organization/school should be listed below. Each instructor should have a complete profile in the American Red Cross Learning Center that includes up-to-date contact information, including email address, mailing address, phone number and current instructor certifications.

<table>
<thead>
<tr>
<th>Instructor Name</th>
<th>Learning Center Username</th>
<th>Email Address and Phone</th>
<th>Current Instructor Certification(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Example:</strong> Sally Safety</td>
<td><a href="mailto:sallysafety@redcross.org">sallysafety@redcross.org</a></td>
<td><a href="mailto:sallysafety@redcross.org">sallysafety@redcross.org</a> 202.303.0000</td>
<td>First Aid/CPR/AED Instructor Babysitter's Training Instructor</td>
</tr>
</tbody>
</table>
| Lori Sheipe |  | Email: lmiller@eastpennsd.org  
Phone: 610-207-7436 | First Aid/CPR/AED Instructor |
| Jeannine Martini |  | Email: jmartini@eastpennsd.org  
Phone: 570-350-5907 | First Aid/CPR/AED |
| Patrick Birns |  | Email: pbirns@eastpennsd.org  
Phone: 845-313-1462 | First Aid/CPR/AED |
| Todd Breiner |  | Email: tbreiner@eastpennsd.org  
Phone: 570-778-0179 | First Aid/CPR/AED |
| Eleni Assise |  | Email: eassiseeastpennsd.org  
Phone: 570-360-7482 | First Aid/CPR/AED |
| Laura Moye |  | Email: lmoye@eastpennsd.org  
Phone: 814-322-6607 | First Aid/CPR/AED |
| Mike Seip |  | Email: mseip@eastpennsd.org  
Phone: 610-393-5714 | First Aid/CPR/AED |
| Lisa Wells |  | Email: lwells2eastpennsd.org  
Phone: 267-347-0959 | First Aid/CPR/AED |
<table>
<thead>
<tr>
<th>Email:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td></td>
</tr>
</tbody>
</table>
Authorized Provider Agreement  
Appendix D – Facility Locations

Please provide information regarding each of the facilities in which Red Cross training will take place.

<table>
<thead>
<tr>
<th>Facility Name and Address</th>
<th>Facility Contact Name</th>
<th>Facility Contact’s Email Address and Phone</th>
</tr>
</thead>
</table>
| **Example:**  
  Name: American Red Cross NHQ  
  Address: 2025 E ST NW  
  Washington, DC 20006 | Sally Safety          | Email: sallysafety@redcross.org  
  Phone: 202.303.0000  |
| Name: Emmaus High School  
  Address: 500 Macungie Avenue  
  Emmaus PA, 18049 | Lori Sheipe-Miller    | Email: lmiller@eastpennsd.org  
  Phone: 610-207-7436  |
| Name:                                                            |                       | Email: Phone:  |
| Name:                                                            |                       | Email: Phone:  |
| Name:                                                            |                       | Email: Phone:  |
| Name:                                                            |                       | Email: Phone:  |
| Name:                                                            |                       | Email: Phone:  |

Red Cross Authorized Provider Agreement - Updated: 01.10.2013
CONTRACT FOR "IN SCHOOL" NURSING SERVICES

This AGREEMENT is made and entered into this 1st day of August, 2013, by BAYADA Home Health Care, Inc., with a service office located at 317 South Cedar Crest Boulevard, Allentown, Pennsylvania 18103 (hereinafter referred to as BAYADA) and East Penn School District, located at 800 Pine Street, Emmaus, Pennsylvania 18043 (hereinafter referred to as SCHOOL).

BAYADA is a home health care agency, engaged in the business of providing nursing services and SCHOOL has identified a need for in-school nursing care of its student (to be identified by school district), (hereinafter referred to as STUDENT).

WHEREAS, it is the desire of both parties to make provision for on site, daily nursing care for STUDENT, in accordance with the terms of this Agreement.

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

I. RESPONSIBILITIES OF BAYADA

A. Qualifications of Personnel. The Nurse supplied by BAYADA will be a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who will hold a current license, registration or certification to practice in the Commonwealth of Pennsylvania, and will provide services pursuant to the applicable state laws.

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

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

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

D. Place of Performance. BAYADA will provide services primarily at schools located within SCHOOL's district or other specified location where STUDENT will be during the school day. SCHOOL acknowledges and understands that BAYADA cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.
E. Insurance.

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

2. BAYADA will maintain Workers' Compensation insurance for its employees providing services to STUDENT.

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

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

H. Policies and Procedures. BAYADA will follow the SCHOOL's policies and procedures while providing care in the SCHOOL setting.

II. RESPONSIBILITIES OF SCHOOL

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

B. Insurance.

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

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

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

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

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

III. BILLING AND COMPENSATION

A. SCHOOL agrees to compensate BAYADA at a rate of $50.00/hour for RN services or LPN services provided under this Agreement. SCHOOL will also pay for all time the BAYADA employee spends on the bus or otherwise transporting the client to and from SCHOOL.

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

C. SCHOOL agrees to pay submitted bills within thirty (30) days of receipt. Any bill not paid within the thirty (30) day period will be considered delinquent. BAYADA may charge interest, at a rate of 1½% each month (15% per year) on all delinquent accounts. BAYADA will also pursue collection remedies in an attempt to resolve a delinquent account. SCHOOL agrees to reimburse BAYADA for all collection costs, including attorneys’ fees and expenses.

IV. TERM AND TERMINATION

A. This Agreement will come into effect beginning on August 1, 2013 and will remain in effect through June 30, 2014. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.

B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice.

C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:
   1. Dissolution or bankruptcy of either BAYADA or SCHOOL.
   2. Failure of either BAYADA or SCHOOL to maintain the insurance coverages required hereunder.
   3. Breach by BAYADA or SCHOOL of any of the material provisions in this Agreement.
V. ADDITIONAL TERMS

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

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

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

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

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

F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for SCHOOL and BAYADA are to be kept confidential by SCHOOL and BAYADA and not disclosed to any other party or used in part or whole without the permission of SCHOOL and/or BAYADA.

G. Entire Agreement. This writing evidences the entire Agreement between BAYADA and SCHOOL; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

Date: 8/16/13

Lisa Philhower
Director
Signing with authority for
BAYADA Home Health Care, Inc.

Dr. Thomas Seidenberger
Superintendent
Signing with authority for
East Penn School District
AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of August, 2013, by and between THE BOROUGH OF EMMAUS (hereinafter referred to as “Borough”) located at 28 South Fourth Street, Emmaus, Pennsylvania, and THE EAST PENN SCHOOL DISTRICT (hereinafter referred to as “School District”) located at 800 Pine Street, Emmaus, Pennsylvania.

WITNESSETH:

WHEREAS, the Borough is currently the owner of the Emmaus Police Department Firearms Range which is located in Community Park, Emmaus, Pennsylvania; and

WHEREAS, the School District has a competitive High School Rifle Team which desires to utilize the Borough’s Firearms Range; and

WHEREAS, the Borough desires to grant a short-term license to the School District to allow its Rifle Team access and use to the Borough’s Firearms Range located in Community Park; and

WHEREAS, the Borough and the School District have determined that it will be in their mutual best interest to allow for said use.

NOW, THEREFORE, the parties hereby agree as follows:

1. The Borough hereby grants a revocable license to the School District for the use of the Borough of Emmaus Police Department Firearms Range located in Community Park, Emmaus, Pennsylvania for the limited purpose of use by the Emmaus High School Rifle Team.

2. The license for the use of the premises allows the use of the Firearms Range between the dates of November 11, 2013 and February 14, 2014 by the School District Rifle Team for the purpose of competitive shooting which includes preparation, practice and training for such competition. The use of the Firearms Range by the School District’s Rifle Team shall not be exclusive.
3. The dates set forth above shall be known as the “competitive season”.

4. No representative of the School District shall have any right to use or have access to the Borough’s Firearms Range outside of the specific dates set forth above with the express written consent of the Borough and/or its Chief of Police.

5. The School District Rifle Team shall be authorized to use the Borough’s Firearms Range between the hours of 2:45 P.M. and 5:15 P.M., Monday through Friday, during the dates above listed.

6. No School District students will be allowed on the Firearms Range unless accompanied by and under the direct supervision of a coach from the School District.

7. No firearms owned by the School District, its coaches, Rifle Team students, competitors, or any other representatives of the School District shall be stored on the Borough’s Firearms Range during the “off season”. The off season consists of all time frames outside of the dates set forth above and shall also be referred to as the “non-competitive season”.

8. The Borough authorizes the School District Rifle Team to install its own locked gun cabinet, which shall be selected and supplied by the School District at its own expense, at the Emmaus Police Department Firearms Range during the competitive season. It is understood by the School District that the storage of firearms on the Borough’s property is at the sole responsibility, liability and risk of the School District.

9. The Borough authorizes the School District to store ammunition in a locked cabinet supplied by the District on the Emmaus Police Department Firearms Range during the competitive season. The storage of the ammunition is at the sole responsibility, liability and risk of the School District.

10. The Borough shall not be held responsible for any damage, vandalism or theft of any property owned, leased, borrowed or in any way controlled by the School District, its coaches, students, visiting teams or any representatives of the School District which is located on the Borough’s Firearms Range as part of this Agreement. Further, all parties using the Borough’s
Firearms Range pursuant to this Agreement, hereby waive any right of subrogation and/or recovery for damages against the Borough.

11. The School District shall be limited to placing a maximum of two (2) cabinets for purposes of storage of rifles and related equipment, including ammunition, on the Emmaus Police Department Firearms Range.

12. The location and size of the cabinets must be approved by the Chief of Police for the Borough of Emmaus prior to their installation. Maintenance and cleanliness of the Firearms Range while being used by the School District during its competitive season shall be the sole responsibility of the School District. Only current, usable equipment and supplies relating to the School District Rifle Team shall be stored within the Borough facility.

13. The Borough shall supply approximately ten (10) folding chairs for use by the Rifle Team for students to utilize during practice and competition.

14. Only business relating to this Agreement shall be discussed between the School District Athletic Director and the Borough Manager or Chief of Police. No other Borough or School District employee shall have the right to enter into any other kinds of agreements or arrangements concerning use, operation or control of the facility.

15. Vandalism by students, coaches, parents, employees, visiting teams and other representatives of the School District shall be the sole responsibility of the School District to prevent and, if such occurs, to repair. Vandalism by a representative of the School District, including coaches, parents, employees and any other representative of the District may result in immediate eviction from the premises as well as immediate termination of this Agreement.

16. Both the School District and the Borough understand that this is a license at will which may be revoked at any time by either party for any reason or no reason upon written notification to the other party.

17. No School District parties including coaches, students, employees or representatives shall permanently have a key or a copy of a key to the Borough Firearms Range facility. Keys
shall be maintained by the Borough and may be retrieved each day by the coaches or other employee of the School District at the Emmaus Police Department located at 400 Jubilee Street, Emmaus, Pennsylvania no earlier than 2:15 P.M. Immediately upon completion of practice and competition, keys shall be returned daily to a lock box placed outside of the Emmaus Police Department.

18. School District coaches shall demonstrate proof of National Rifle Association (NRA) certification for firearms safety to the Emmaus Chief of Police prior to the effective date of this Agreement.

19. The School District agrees that if anyone using the Emmaus Police Department Firearms Range sustains any injuries or losses or damages as a result of such use that the School District will hold harmless, defend and indemnify the Borough and any and all of its representatives, including its employees, from any claim, dispute, liability, injury or property damage occurring as a result of the use for the School District’s purposes. This provision specifically waives any immunity caps under the Municipal Tort Claims Act to the extent that any statute or law allows those claims to be exceeded.

20. The School District shall supply the Borough with proof of liability insurance for purposes of athletic competition of the School District’s Rifle Team including the use of the Borough’s premises. Such insurance shall include liability coverage of no less than One Million Dollars ($1,000,000). The certificate must list the Borough of Emmaus, along with any agents, workmen, employees, elected officials and/or representatives of the Borough, as additional insureds under said policy for any claims arising in whole or in part from the School District’s use of the Firearms Range and any adjacent premises owned by the Borough including parking lots, walkways and open fields. The additional insured provision must state that “this insurance is primary over any other applicable insurance issued to the Borough”.

21. This Agreement is not to be considered a permanent agreement and thus the same must be renewed each year if the parties so desire. The Agreement may be renewed by mutual consent.
of both Emmaus Borough Council and East Penn School District Board of Directors by official vote.

22. The School District hereby agrees to pay the Borough for the use of the Emmaus Police Department Firearms Range, as set forth above, the sum of One Thousand Dollars ($1,000.00) for the competitive year 2013 - 2014 as heretofore defined. This amount shall be subject to negotiation for any subsequent renewal terms.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

BOROUGH OF EMMAUS

BY:

Lee Ann Gilbert, Council President

ATTEST:

EAST PENN SCHOOL DISTRICT

BY:

Charles H. Ballard, School Board President

Secretary

Secretary
ATTACHMENT A

CARBON LEHIGH INTERMEDIATE UNIT
SPECIAL EDUCATION SERVICES AGREEMENT

This agreement is made this 1_st day of July between ___________ East Penn School District ___________ and the Carbon Lehigh Intermediate Unit 21 (IU). The parties agree as follows:

1. The IU shall provide during the 2013 - 2014 school year services in accordance with all requirements of state and federal law. The programs and services will include classroom placements, itinerant services, and related services as requested by the district.

2. The IU shall issue billing statements for the following percentages of the total cost for payment on the following schedule:
   a. Projected Special Education costs as of July 1 - 30%
   b. Projected Special Education costs as of October 31 - 30%
   c. Mid Year reconciliation and adjusted Special Education costs as of January 31 - 30%
   d. Adjusted unit costs as of April 30 - 10%
   e. At the conclusion of the agreement year, the IU will reconcile the actual costs incurred by the IU by July 31, in the performance of this agreement and the total payments made by the District during this period. If the actual costs to the IU exceed the total payments by the District, the IU will include in the reconciliation statement a bill for the difference. If the actual costs are less than the amount paid by the District, the IU will reimburse the difference.

3. Extended School Year billing will occur as follows:
   a. Projected unit costs by July 1
   b. Final unit costs by September 30

4. This agreement shall renew automatically for one year beginning July 1, and from year to year thereafter, unless the IU receives written notice of non-renewal on or before March 15th preceding the renewal year. If the District fails to provide timely notice of non-renewal in accordance with this paragraph, this agreement shall renew at the option of the IU, for the ensuing year beginning July 1st, and shall terminate effective June 30th of the next year.

   The District shall indemnify and hold CLIU, its directors, officers, agents and employees harmless from and against any and all claims and damages of any kind, including attorney’s fees, arising out of or resulting from the services performed by CLIU under this agreement provided the claims or damages are not the result of willful misconduct of CLIU.

Attest: ___________________________ By: ___________________________
Diane Carfara
Board Secretary

Attest: ___________________________ By: ___________________________
Superintendent

Dr. Elaine E. Elb
Executive Director
EAST PENN SCHOOL DISTRICT

<table>
<thead>
<tr>
<th>116.1. EXCEPTIONS TO ACADEMIC SEQUENCE</th>
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<tbody>
<tr>
<td>1. Authority</td>
</tr>
<tr>
<td>The Board adopts the following policy concerning exceptions to the Board adopted 7-12 academic sequence.</td>
</tr>
<tr>
<td>2. Guidelines</td>
</tr>
<tr>
<td><strong>Exempting A Course By Private Tutoring</strong></td>
</tr>
<tr>
<td>The purpose of this exemption shall be to move students ahead of the district-adopted sequence of courses in a particular academic subject through private tutoring.</td>
</tr>
<tr>
<td>The following guidelines shall regulate exempting a course by private tutoring:</td>
</tr>
<tr>
<td>1. A written request to exempt a course by private tutoring is to be initiated by parent/guardian and student to the principal and approved in writing by the principal and Assistant Superintendent.</td>
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<tr>
<td>2. Tutoring is to be totally funded by student and/or parent/guardian.</td>
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<tr>
<td>3. Tutoring is to be conducted by a teacher presently certified by the Pennsylvania Department of Education in the appropriate content area.</td>
</tr>
<tr>
<td>4. Exempting a course by private tutoring cannot be utilized for a course in which a student is presently enrolled.</td>
</tr>
<tr>
<td>5. Instruction is to be scheduled for forty-five (45) hours. It may be done during the school year, for a minimum of fifteen (15) weeks – three (3) hours per week and outside of the school day. Tutoring may also be conducted in the summer for a minimum of six (6) weeks. NOTE: Both conditions below apply to successfully exempting a course.</td>
</tr>
<tr>
<td>a. The student must achieve a passing grade (65% or higher) - 1/5 of which includes the average score for the EPSD examinations.</td>
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<tr>
<td>b. The average score for the EPSD examination(s) must be 80% or higher.</td>
</tr>
</tbody>
</table>
6. The grade achieved is not included in the GPA.

7. The grade and appropriate credit will be recorded on the student's transcript with a notation that the course was taken by private tutoring.

8. The appropriate EPSD course of study shall be followed, and the instructional materials will be provided by the principal or his/her designee.

9. Verification of the tutoring process and administration/scoring of EPSD examination(s) will be completed by the principal or his/her designee. Please see attached copies of Tutoring Completion Form and Steps to Tutoring Process.

**Exempting A Course By Examination:**

The purpose of this exemption shall be to allow a student, in unusual circumstances, to exempt a particular course because of an existing knowledge base. Ordinarily, but not necessarily, this knowledge base will be obtained by attendance at an organized summer course at a recognized school or college/university (i.e., CTY program at Johns Hopkins).

The following guidelines shall regulate exempting a course by examination:

1. A written request to exempt a course by examination(s) is to be initiated by parent/guardian and student to the principal and approved in writing by the principal and Assistant Superintendent.

2. Any costs associated with this option are to be totally funded by the parent/guardian and/or the student.

3. If the examination is being requested because the student has obtained an existing knowledge base at another school (student transfer), the syllabus and text will be made available by the principal or his/her designee for review at the request of the parent/guardian, two weeks prior to the examination date.

4. To successfully exempt a course by examination(s), an average score of 80% or higher must be achieved on the appropriate EPSD final examination or examinations where a midterm examination is required.

5. The examination date(s) will be selected, and administration/scoring will be completed by the principal or his/her designee.

6. The examination(s) may be taken only one time within a twelve month period.
7. No grade will be assigned, nor will the course be included in the GPA.

8. The appropriate credit will be recorded on the student’s transcript with a notation that the course was taken by examination.

Independent Study

The purpose of independent study shall be to provide a student with an educationally sound option to pursue a course which is not otherwise available within the confines of the student’s daily schedule.

The following guidelines shall regulate independent study:

1. A written request for independent study must be initiated by the parent/guardian and student to the principal and approved in writing by the principal and Assistant Superintendent.

2. All such requests are to be made prior to the beginning of the semester in which the independent study is to occur.

3. Requests must be for a course which exists in the current, approved program of studies.

4. This option is contingent upon the availability of a teacher who voluntarily accepts this additional responsibility. There will be no commitment made to alter teaching schedules or preparation time.

5. The teacher volunteer is responsible for monitoring the process, student progress and student performance and for verifying in writing the satisfactory completion of the course.

6. Independent study is to be conducted for a duration of at least one semester.

7. To successfully pass a course by independent study, a score of 80% or higher must be achieved on the appropriate EPSD examination(s).

8. The grade achieved is not included in the GPA.

9. The grade and appropriate credit will be recorded on the student’s transcript with a notation that the course was taken by independent study.
NOTE: If a student completes all course work in a discipline under the above options, the EPSD will not be held responsible to pay or arrange for additional work at another school (college or university). The scheduling of and payment for college or university courses will be the responsibility of the parent/guardian and/or student.

If a student elects to exempt a course by private tutoring or elects independent study, the arrangements and completion of the requirements are the sole responsibility of the student, parent/guardian, and teacher involved.

If a student elects to exempt a course that requires a state assessment, the student will complete the appropriate state assessment during the next testing administration. In the event a student does not achieve proficiency on the state assessment, the remediation program in place for all students will be implemented.

**Steps To The Tutoring Process**

1. The request for tutoring is to be initiated by parent/guardian and student in writing to the principal.

2. The principal will determine appropriateness of the request and route to the tutoring coordinator in each building.

3. The tutoring coordinator will contact the parent/guardian to set up a meeting to discuss the tutoring process and to complete the Tutoring Request Form.

4. The principal or his/her designee will provide a list of certified tutors, upon request. If a parent/guardian wants to secure his/her own tutor, a copy of the tutor's Pennsylvania Teaching Certificate, in the appropriate content area, must be filed with the principal. The tutor shall not be the instructor in a course in which the student is currently enrolled.
1. Purpose

The School Board directs that the assignment of students to schools within this district be consistent with proper education of students and the best use of the resources of this district.

The primary considerations that govern the establishment of a school attendance area are:

1. The educational opportunity afforded to students in each school involved.
2. The efficient and educationally effective use of the capacity of each school.
3. The geographic location of each school in relationship to the surrounding student population.

The following three (3) conditions may require the establishment or change of previously established school attendance areas:

1. The opening of a new school.
2. An overcrowded condition in an existing school or the development of new residential areas that will result in overcrowding conditions at an existing school.
3. The closing of a building.

In establishing an attendance area, these general guidelines are to be applied:

1. Safe walking conditions consistent with School Board transportation policy will be utilized. Where possible major traffic thoroughfares and natural barriers will be utilized for boundaries.

2. One and one half miles is the maximum distance an elementary pupil shall be expected to walk to school is .75 miles.
3. School district lines shall be reviewed annually and redrawn where necessary and feasible to reduce over-sized classes.

4. It is desirable, if possible, to send elementary age children of the same family to the same school.

The School Board is committed to the use of long-range planning techniques to minimize the necessity for frequent boundary changes. Where changes are required, every effort will be made to lessen educational and social disruptions.

School Code 1310

This replaces former policy AD
CONTRACT NO. 184

SUNGARD K-12 EDUCATION

MASTER SOFTWARE LICENSE, MAINTENANCE AND SERVICES AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a corporation with a business address at:

3 West Broad Street, Suite 1
Bethlehem, PA 18018
Phone #: (610) 691-3616
Fax #: (610) 691-1031

("SunGard K-12 Education")

AND

East Penn School District
800 Pine Street
Emmaus, PA 18049
Phone #: (610) 966-8380
Fax #: (610) 966-8339

("Client")

East Penn School District

BY: ___________________________
PRINT NAME: __________________
PRINT TITLE: __________________
DATE SIGNED: __________________

SunGard Public Sector Inc.

Draft. Do not sign

BY: ___________________________
PRINT NAME: David D. Madea
PRINT TITLE: Vice President, Finance
DATE SIGNED: July 12, 2013
This Agreement made between SunGard K-12 Education and Client as of the Execution Date. Throughout this Agreement, SunGard K-12 Education is referred to as “We,” “Us” and “Our”; and Client is referred to as “You” and “Your.”

Background

This Agreement is a master agreement under which We will provide You with a license to use software; We will provide You with ongoing maintenance services for that software; and We will provide You with implementation and consulting services for that software. Under this Agreement, We can also facilitate Your acquisition of certain third party-provided products and services.

Each time You acquire information technology products and services from Us, You and We will execute an Order Form that includes Exhibits and other attachments. These Exhibits and accompanying attachments will specify the products and services that You are acquiring, and will outline key business terms, such as prices and payment schedules for those products and services. Each Order Form will specify the particular type of license that You are granted for the Software identified in that Order Form – for instance, whether a particular product is licensed on a Perpetual or Term of Years basis – and will specify whether any additional terms apply to the licensing of the software identified in that Order Form. Each Order Form will be governed by the provisions of this Agreement, as amended by the terms of that Order Form.

Accordingly, You and We agree as follows:

1. Definitions.

   “Appendix” means, a schedule attached to this Agreement that is marked as an “Appendix.” The Appendices to this Agreement are identified serially.

   “Baseline” means the general release version of a Component System as updated to the particular time in question through both Our warranty services and Our Maintenance Program, but without any other modification whatsoever.

   “Commencement Date” is the date identified in the Order Form as the “Commencement Date,” and is the date upon which You will begin to pay System Services fees to Us.

   “Component System” means any one of the computer software programs that is identified in any Exhibit to an Order Form as a “Component System.” A Component System includes all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements, derivative works and enhancements to and all Intellectual Property Rights for that Component System.

   “Concurrent User” means each open session for an applicable Component System, as specified in the Order Form in question.

Concurrent Users are determined for each Component System on a Component System-by-Component System basis; for instance, if both Component System “X” and Component System “Y” are licensed for use on a Concurrent User basis, two open sessions in Component System “X” constitutes two Concurrent Users for Component System “X” only, and no Concurrent Users for Component System “Y.”

   “Confidential Information” means Your non-public information that You maintain as “confidential,” or Our Confidential Information that We maintain as “Confidential.” For example, Our Confidential Information includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Your Confidential Information includes non-public student and employee records and data. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

   “Consulting Services” means, to the extent applicable, the tasks and professional services to
be provided to You by Us as specified in the applicable Order Form. By way of example, and not limitation, Consulting Services may include the following professional services: consulting services, installation services, training, value added services, custom programming assistance, and specialized support services.

“Contract Year” means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Execution Date of the applicable Order Form or the anniversary of that Execution Date, and ending one (1) year thereafter.

“Custom Modification” means a change that We make at Your request to any Component System in accordance with a specification that We create, but without any other changes whatsoever by any person or entity. Each Custom Modification for which We are going to provide You with Improvements will be identified in the applicable Order Form.

“Delivery Address” means Your address first identified in this Agreement, or an alternate address that is specified in a particular Order Form.

“Delivery Date” means, for each Component System, the date on which We first ship the Component System to the Delivery Address F.O.B. the place of shipment.

“Discloser” means You, when You provide Your Confidential Information to Us; or Us, when We provide Our Confidential Information to You.

“Defect” means a material deviation between the Baseline Component System and its Documentation, for which Defect Client has given Us enough information to enable Us to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Our control.

“Documentation” means the on-line and hard copy functional and technical specifications that We provide as part of a Baseline Component System. Documentation describes the functional and technical capabilities of that Baseline Component System.

“Enhancements” means general release changes to a Baseline Component System or Custom Modification which increase the functionality of that Baseline Component System or Custom Modification.

“Equipment” means a hardware and systems software configuration meeting the “Equipment” criteria set forth in an applicable Order Form.

“Execution Date” has two meanings: For this Agreement, the Execution Date is the latest date shown on the signature page of this Agreement; and for each Order Form, the Execution Date is the latest date shown on the signature page of that Order Form.

“Exhibit” means a schedule attached to an Order Form that is marked as an “Exhibit.” The Exhibits to an Order Form will be identified in serial form.

“Expiration Date” means the date the System Services Term expires, as provided for in the applicable Order Form.

“Improvements” means, collectively, Maintenance, Enhancements and New Releases that We provide under an Order Form.

“Intellectual Property Rights” means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

“Maintenance” means using reasonable efforts to provide Client with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the “Maintenance Standards”) relating to the provision of Maintenance for each Component System and Custom Modification are described in the Exhibits.

“New Releases” means new editions of a Baseline Component System or Custom Modification, as applicable.

“Object Code” means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.
“Order Form” means a document that You and We will sign in each instance in which We are providing you with a license, or Consulting Services, or System Services, or Improvements for a Component System. Each Order Form is entered into pursuant to the terms and conditions of this Agreement, and may contain additional legal terms, and will always contain business terms – such as fees and payment schedules – for each licensing and services engagement. Each Order Form shall be attached hereto as an Appendix identified in serial form.

“Perpetual License” means a license for use of Software that We grant to You for a term of perpetuity, subject to termination as provided for in this Agreement.

“Personnel” means: (i) Your employees with a need to know; and (ii) third party consultants that You have engaged and who have a need to know, who have been pre-approved by Us, and who, prior to obtaining access to the Software, have executed a non-disclosure agreement that has been approved by Us.

“Recipient” means You, when receiving Our Confidential Information, or Us, when receiving Your Confidential Information.

“Software” refers to those Component Systems in the aggregate that We have licensed to You.

“Software Supplement” is an attachment to an Order Form that contains additional licensing terms or restrictions related to a particular Component System licensed pursuant to that Order Form. The terms of any Software Supplement are controlling of those terms that may conflict with any other provisions of this Agreement.

“Source Code” means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

“System Services” means the services to be provided to You by Us in connection with a Term License. The specific System Services will be provided for in the applicable Order Form.

“Term License” means a license for use of Software that We grant to You for a specified period. The duration of each Term License will be specified in the Order Form pursuant to which the Term License is granted.

2. Right to Grant License and Ownership. We have the right to grant You each license that We provide to You pursuant to an Order Form. Except as otherwise provided for in a Software Supplement, We own all Component Systems to the exclusion of any other person or entity.

3. License. The Exhibits of each Order Form specify whether We are granting You a Perpetual License or a Term License for a particular Component System. For each Component System, any rights that We have not expressly granted to You in that Order Form are expressly reserved by Us.

   (a) Terms of a Perpetual License. For each Component System for which We grant You a Perpetual License, as specified in the applicable Order Form, You have a non-exclusive, non-transferable license to use and copy for use those Component Systems on the Equipment within the United States of America for Your own, non-commercial computing operations.

   (b) Terms of Term License. For each Component System for which We grant You a Term License, as specified in the applicable Order Form, You have a non-exclusive, non-transferable license to access and use the Software in Object Code form within the United States of America for Client’s own, non-commercial computing operations (subject to any Concurrent User limitations provided for in the applicable Order Form), while such Object Code resides in and is executed from a SunGard K-12 Education datacenter. Unless otherwise specified in a particular Order Form, the initial System Services Term will be for a period of three (3) years following the Commencement Date for that Order Form; and thereafter, the System Services Term will automatically renew for consecutive three (3) year periods, unless terminated by either party by providing written notice ninety (90) days prior to the upcoming System Services Term renewal date.

   (c) Source Code Escrow – Perpetual Licenses. For Perpetual Licenses, We have deposited the Source Code for the Component Systems that We own (as opposed to those owned by third parties but for which We are providing the license for use) in an escrow
account with Iron Mountain Intellectual Property Management ("Iron Mountain", formerly "DSI Technology Escrow Services Inc." or "DSI") pursuant to a Source Code Escrow Agreement between Iron Mountain and Us ("Escrow Agreement"). We update those Source Code escrow deposits at least one a calendar year. That Source Code will only be made available to You on the release terms of the Escrow Agreement, and only if You have elected to be named "Preferred Beneficiary" under the Escrow Agreement. You can be named a Preferred Beneficiary by executing a Preferred Beneficiary Acceptance Form and paying Iron Mountain their then-current beneficiary fee (approximately $700 per year as of the Execution Date). At your request, We will provide You with a copy of the Preferred Beneficiary Acceptance Form.

If you become a Preferred Beneficiary, and the Source Code for Component Systems is released to You by Iron Mountain, then You will have a license to use that Source Code, subject to all of the terms of this Agreement and the Order Form under which You were granted the license to use the Component System in question.

(d) **Object Code – Perpetual and Term Licenses.** You have right to use the Object Code form of each Component System for which We grant you a license. If you have a Perpetual License for a Component System, your license includes the right to use the Component System for disaster recovery of your computer operations.

(e) **Documentation – Perpetual and Term Licenses.** Unless the applicable Software Supplement provides otherwise, your license (whether a Perpetual License or a Term License) includes the right to make a reasonable number of copies of the Documentation.

(f) **Restrictions on Use of the Software.** You are prohibited from causing or permitting the reverse engineering, disassembly or decompilation of any of the Software. You are also prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. You may not allow the Software to be used by, or disclose all or any part of the Software to, any person except Your Personnel; however, you can allow use of the input and/or output visual displays of or from the Software by third parties on a “need to know” basis, as you reasonably determine. You may not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining Our prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(g) **Intellectual Property Rights Notices.** You may not remove or alter any of the Intellectual Property Rights notice(s) embedded in or that we otherwise include with the Software. You are required to reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that you make of the Software.

4. **Services; Equipment**

(a) **Services, Generally.** We will provide you with the Consulting Services and System Services identified in an Order Form, for the fees provided for in that Order Form.

(b) **System Services.** If we are providing you with System Services, the System Services will be described in the Exhibits to the applicable Order Form under which we are providing those System Services. That Order Form will also specify the fee and payment terms for the System Services, and the Commencement Date for and the duration of the System Services.

(c) **Improvements.** During the period specified in an Order Form, We will provide You with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification licensed on a Perpetual License basis. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of this Agreement and the applicable Order Form. Our obligation to provide You with Improvements for Baseline Component Systems that we license to You but that are owned by third parties (as opposed to those that we own and license to You) is limited to providing you with the Improvements that the applicable third party owner provides to us for that Baseline Component System. You must provide Us with such facilities, equipment and support as are reasonably necessary for us to perform its obligations in connection with the Improvements, including providing Us with remote access to the...
Equipment.

(d) Workmanlike Skills. We promise that we will render all services to You in a professional and workmanlike manner. We will promptly replace any of Our personnel that are rendering services on-site at a Your facility if You reasonably conclude that Our personnel to be unacceptable, and You provide Us with notice to that effect; however, this provision does not obligate Us to violate any law or governmental regulation applicable to such personnel replacement.

(e) Conditions On Providing Services. In each instance in which We are providing You with services, We and You will develop a project plan that identifies each party’s responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that We will provide. You will establish the overall project direction, including assigning and managing Your project personnel team. You must assign a project manager who will assume responsibility for management of the project. While We are providing You with services, You must provide Us with access to Your facilities and equipment, and must additionally provide Us with the support that is reasonably necessary in order for Us to fulfill Our obligations in connection with the services.

(f) Equipment Sales and Pay Agency Procurement. We act as a reseller and maintenance provider for certain Equipment. We can also procure certain Equipment for You on a pay agency basis; that is, we can accept payment for the Equipment on behalf of a third party provider, but that third party provider will actually deliver the Equipment to You, and Our sole responsibility will be to accept payment for the Equipment and remit to the third party vendor in question appropriate fees for that Equipment. In any instance in which We are reselling Equipment, or obtaining Equipment for You on a pay agency basis, that transaction will be provided for in an Order Form. The Order Form will specify whether We are acting as a reseller or a pay agent, and will also specify the Equipment and the applicable fees.

5. Delivery. For each Perpetual License, unless a different address is specified in an Order Form, We will deliver all Component Systems to You at the Delivery Address. For each Term License, unless a different address is specified in an Order Form, We will deliver the appropriate access codes and keys for the Component Systems that are subject to the Term License to You at the Delivery Address.

6. Payment and Taxes.

(a) Payment.

(i) Fees. Generally, Fees will be due to SunGard K-12 Education as provided for in the applicable Order Form.

(ii) Consulting Services Fees. Except as otherwise provided for in a particular Order Form, the fees for Our Consulting Services will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. You will also reimburse Us for actual travel and living expenses that We incur in providing You with services. Such travel and living expenses will be governed by Our Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

(iii) System Services Fees. The specific schedule for the payment of System Services fees will be provided for in a particular Order Form. Without limitation, time is of the essence with regard to Your payment of System Services fees.

(iv) Improvements Fees. For the Improvements, You will pay Us the amount provided for in the applicable Order Form as the “Payment Amount” for each Contract Year subsequent to the initial Contract Year. We reserve the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(v) Equipment Fees. The specific schedule for the payment of Equipment fees will be provided for in a particular Order Form. We reserve the right to increase the Equipment fees.

(vi) Late Charge. We reserve the right to charge You a late fee for any payment that we receive later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time

Contract Number: 184
East Penn School District, PA
by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law, and will be payable on demand.

(vii) **Suspension of System Services and Improvements.** If in any instance, You fail to pay to Us for System Services or Improvements (as applicable) within thirty (30) days after We make written demand for such amounts, and payment of the amount in question is not the subject of a *bona fide* dispute, then, in addition to preserving Our rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that We may have at law or in equity, We may, in our sole discretion and without further notice to You, suspend or reduce Our performance of the System Services or provision of Improvements, as applicable.

(b) **Taxes.** You are responsible for paying all taxes (except for taxes based on Our net income or capital stock) relating to the Software, any services or Equipment provided, or any payments made pursuant to this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in an Order Form. If You are exempt from the payment of any such taxes, You must provide Us with a valid tax exemption certificate; otherwise, absent proof of Your direct payment of such tax amounts to the applicable taxing authority, We will invoice You for and You will pay to Us all such tax amounts.

7. **Our Limited Warranty and Remedy for Breach; Disclaimer of Other Warranties.**

(a) **Our Limited Software Warranties.**

(i) **For Perpetual Licenses.** For each Component System for which You are granted a Perpetual License, We warrant to You that, for a period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by You on the Equipment for Your own, non-commercial computing operations, will operate without Defects.

(ii) **For Term Licenses.** For each Component System for which You are granted a Term License, We warrant to You that, throughout the licensing term specified in the applicable Order Form, the Baseline Component System, as used by You for your own, non-commercial computing operations, will operate without Defects.

(b) **Your Remedy for Breach.** For each Defect, We, as soon as reasonably practicable and at Our expense, will provide You with an avoidance procedure for or a correction of the Defect. If, despite Our reasonable efforts, We are unable to provide You with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 16 of this Agreement, You can pursue Your remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Our sole obligations for breach of the limited warranties set forth in Section 7(a), are contained in this Section 7(b).

(c) **For Equipment.** To the extent permitted by the manufacturer, We will assign all manufacturer’s warranties for Equipment to You. **WE MAKE NO INDEPENDENT REPRESENTATIONS OR WARRANTIES REGARDING ANY EQUIPMENT FOR WHICH WE ACT AS EITHER A RESELLER OR A PAY AGENT, AND YOU MUST ASSERT ANY CLAIMS FOR ANY BREACH OF ANY SUCH MANUFACTURER’S WARRANTIES DIRECTLY AGAINST THE MANUFACTURER OF THE EQUIPMENT IN QUESTION.**

(d) **Our Disclaimer of Other Warranties.** The limited warranties in Section 7(a) are made to You exclusively and are in lieu of all other warranties. **WE MAKE NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE SOFTWARE OR ANY EQUIPMENT, IN WHOLE OR IN PART. WE EXPLICITLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. WE EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. YOU WAIVE ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(a) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

(e) **When Your Limited Warranty is Abrogated.** In each applicable instance, the
limited warranty in Section 7(a) will be null and void if: (i) anyone (including You) other than Us modifies the Baseline Component System, or (ii) if You do not implement changes that We provide to correct or improve the Baseline Component System. If despite any modification of the Component System, We can replicate the reported problem in the Baseline Component System as if the problem were a Defect, then We will nonetheless provide You with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Defect.

(f) FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER YOU HAVE ACCEPTED ANY SOFTWARE OR SERVICE FROM US.

8. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser’s Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser’s Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The non-disclosure and non-use obligations that this Agreement imposes on You and on Us will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient’s receipt of that item; However, Your obligations to maintain both the Software and any software provided with the Software as confidential will survive until that Software no longer qualifies as “Confidential Information” under this Agreement.

9. Our Obligations of Indemnity. We will defend, indemnify and hold You (that includes Your officers, directors, officials and employees) harmless from and against any loss, cost and expense that You incur because of a claim that Your use of a Baseline Component System infringes any United States copyright of others. Our obligations under this indemnification are expressly conditioned on the following: (i) You must promptly notify Us of any such claim; (ii) You must in writing grant Us sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if You choose to represent Your own interests in any such action, You may do so at Your own expense, but such representation must not prejudice Our right to control the defense of the claim and negotiate its settlement or compromise); (iii) You must cooperate with Us to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by Us in writing as necessary for use with the Software) from the use or combination of products provided by Us with items provided by You or by others.

If any Component System is, or in Our opinion is likely to become, the subject of a United States copyright infringement claim, then We, at our sole option and expense, will either: (A) obtain for You the right to continue using the Component System under the terms of this Agreement and the applicable Order Forms; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to You the portion of the license fee that You paid to Us for the Component Systems giving rise to the infringement claim, less a charge for use by Client based on straight line depreciation assuming a useful life of five (5) years. If Your license is for a Term License, then We will refund the current annual subscription period’s usage fee that You paid to Us. THE FOREGOING IS OUR EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

10. Term and Termination.

(a) Right of Termination. Both You and We have the right to terminate this Agreement if the other party breaches a material provision of this Agreement. The aggrieved party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the aggrieved party must give the other party notice, and that notice must provide a reasonably detailed description of the events that constitute breach of this Agreement. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the
reasonable satisfaction of the aggrieved party. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to Us of a suspected Defect will not constitute a notice of termination of this Agreement.

(b) Effect of Termination.

(i) **On Perpetual Licenses.** Upon termination of this Agreement by either party, You will promptly return to Us or (at Our request) will destroy all copies of the Software, and will certify to Us in writing, over the signature of a duly authorized representative of Client, that it has done so.

(ii) **On Term Licenses.** Upon the expiration of the System Services Term, or upon any earlier termination of this Agreement by either party, Your right to receive the System Services and to use the Software licensed under an Term License terminates.

(c) **Survival of Obligations.** All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

(d) **Termination Without Prejudice to Other Rights and Remedies.** Termination of this Agreement will be without prejudice to the terminating party’s other rights and remedies pursuant to this Agreement; for instance, Your use of applicable Software after the System Services Term or after the termination of this Agreement is a violation of this Agreement, and further, may subject You to additional claims under applicable law, including without limitation claims for violation of Our copyright interest in and to the Software.

11. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices. Notices to Us must be addressed to Our Sr. Vice President, Consulting Services. A copy of any notice of material breach must also be sent to SunGard Data Systems Inc., 680 East Swedesford Road, Wayne, PA 19087, Attn: General Counsel. Notices will not be deemed effective unless provided in accordance with the requirements of this Section 11.

12. **Force Majeure.** Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, “assignment” will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of You, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered “assignments” for purposes of this Agreement: Our assignment of this Agreement or of any of Our rights under this Agreement to Our successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and Our assignment of this Agreement to any person or entity to which We transfer any of Our rights in the Software.

14. **No Waiver.** A party’s failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. **Choice of Law; Severability.** This Agreement will be governed by and construed under the laws of the State of Pennsylvania. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. **LIMITATIONS OF LIABILITY.**

(a) **LIMITED LIABILITY OF SUNGARD K-12 EDUCATION.**
(i) FOR PERPETUAL LICENSES, OUR LIABILITY IN CONNECTION WITH THE SOFTWARE, ANY SERVICES (OTHER THAN IN CONNECTION WITH MAINTENANCE, FOR WHICH OUR LIABILITY IS INSTEAD PROVIDED FOR BELOW), THIS LICENSE OR ANY OTHER MATTER RELATING TO A PERPETUAL LICENSE WILL NOT EXCEED THE FEE THAT YOU ACTUALLY PAID TO US (OR, IF NO DISCRETE FEE IS IDENTIFIED IN THE APPLICABLE EXHIBITS, THE FEE REASONABLY ASCRIBED BY US) FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

(ii) FOR IMPROVEMENTS FOR PERPETUAL LICENSES, OUR LIABILITY IN CONNECTION WITH THE IMPROVEMENTS WILL NOT EXCEED THE FEES THAT YOU ACTUALLY PAID TO US IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD.

(iii) FOR CONSULTING SERVICES, OUR LIABILITY IN CONNECTION WITH CONSULTING SERVICES WILL NOT EXCEED THE FEES THAT YOU ACTUALLY PAID TO US FOR THE CONSULTING SERVICES GIVING RISE TO THE LIABILITY.

(iv) FOR TERM LICENSES, OUR LIABILITY IN CONNECTION WITH ANY TERM LICENSE WILL NOT EXCEED THE SYSTEM SERVICES FEES THAT YOU ACTUALLY PAID TO US IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD.

(v) FOR EQUIPMENT, IF WE HAVE ACTED AS PAY AGENT FOR THE PROCUREMENT OF EQUIPMENT, OUR ONLY LIABILITY WILL BE TO REMIT PAYMENT OF THE APPROPRIATE FEES TO THE THIRD PARTY VENDOR FOR THE EQUIPMENT IN QUESTION. IF WE HAVE ACTED AS A RESELLER FOR THE EQUIPMENT, OUR LIABILITY IN CONNECTION WITH THE EQUIPMENT WILL NOT EXCEED THE FEE THAT YOU ACTUALLY PAID TO US FOR THAT EQUIPMENT.

(b) EXCLUSION OF DAMAGES. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(d) BASIS OF THE BARGAIN. YOU ACKNOWLEDGE THAT WE HAVE SET OUR FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. While each Order Form amends this Agreement with regard to the products and services provided for in that Order Form, no purchase order or similar document which may be issued by You in connection with this Agreement acts to modify or alter any of the terms of this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.
APPENDIX NO. 184-1

ORDER FORM

Order Form Pursuant to Master Agreement

This Order Form ("Order Form") is entered into by SunGard Public Sector Inc. ("We," "Us" and "Our") and East Penn School District ("You" and "Your"), as of its Execution Date which is the latest date set forth below each parties' signature, and is made pursuant to the Master Software License, Maintenance and Services Agreement between the parties, having an Execution Date of even date herewith (the "Master Agreement"). All of the terms of the Master Agreement are included in this Order Form; and if any provision of this Order Form conflicts with any provision of the Master Agreement, the terms of this Order Form will be controlling.

The Exhibits attached to this Order Form are hereby made a part of this Order Form and are incorporated into the Order Form by reference.

EXHIBITS TO ORDER FORM

EXHIBIT A: PAYMENT SUMMARY AND SCHEDULE

EXHIBIT B: SOFTWARE AND SERVICES
  1. License Software (Perpetual License)
     i. eSchoolPLUS
  2. Third Party and Pay Agency Applications
  3. Hardware Components
  4. System Requirements
     i. eSchoolPLUS
  5. Regulatory Reporting
  6. Pricing Notes

EXHIBIT C: EQUIPMENT AND EQUIPMENT INSTALLATION
  1. Equipment Prices
  2. Equipment Installation Services
  3. Client Responsibilities
  4. Other Terms Applicable to Equipment Sales

EXHIBIT D: SERVICES – CLIENT RESPONSIBILITIES
  1. General
  2. Client Project Position Descriptions
  3. Project Escalation Procedures
EXHIBIT E:  STUDENT TRANSCRIPTS
1. General
2. eSchoolPLUS Student Transcripts Conversion and Verification Responsibilities

EXHIBIT F:  MAINTENANCE AND SUPPORT
1. License Software (Perpetual License)

EXHIBIT G:  COGNOS SOFTWARE SUPPLEMENT

East Penn School District  SunGard Public Sector Inc.

BY: ____________________________  PRINT NAME: David D. Madea

PRINT NAME: ____________________  PRINT TITLE: Vice President, Finance

PRINT TITLE: ____________________  DATE SIGNED: July 12, 2013

DATE SIGNED: ____________________
EXHIBIT A: PAYMENT SCHEDULE

SOFTWARE AND SERVICES

1 License Software (Perpetual License) $117,598
   (refer to Exhibit B for detail)
   25% due upon Contract Execution $29,400
   75% due 90 days after contract Execution Date $88,199

2 Third Party and/or Pay Agency License Software (Perpetual License) $22,096
   (refer to Exhibit B for detail)
   25% due upon Contract Execution $5,524
   75% due 90 days after contract Execution Date $16,572

3 Professional Services $19,360
   (refer to Exhibit B for detail)
   Fixed Fee Services $4,000
      100% due upon Contract Execution Date
   Other Services $15,360
      Due monthly as incurred

4 Hardware Components $10,250
   (refer to Exhibit B for detail)
   Including Installation and Integration
   100% due upon Contract Execution Date

| TOTAL SOFTWARE AND SERVICES | $169,304 |

1 Travel and living expenses are not included in this Professional Services cost.

YEAR 2 MAINTENANCE

1 Perpetual Software Maintenance $41,735

2 Third Party and/or Pay Agency Software Maintenance $6,355

| TOTAL YEAR 2 MAINTENANCE: | $48,090 |

1 Maintenance after the first Contract Year is optional, and will renew on a Contract Year-to Contract Year basis, unless Client elects not to renew Maintenance for the upcoming Contract Year by notifying the other party in writing of non-renewal at least sixty (60) days prior to the expiration of the then-current Contract Year. Either party has the option to elect not to renew Maintenance after the second Contract Year by notifying the other party in writing of non-renewal at least sixty (60) days prior to the expiration of the then-current Contract Year. Maintenance fees for each subsequent Contract Year are payable within one year commencing with the month this Agreement is signed based on the Order Form to which these Exhibits are attached. Maintenance fees for the third Contract Year and for each subsequent Contract Year are subject to annual escalation and will be specified by SunGard K-12 Education in an annual invoice provided to Client at least ninety (90) days prior to the expiration of the then-current Contract Year.
## EXHIBIT B: SOFTWARE AND SERVICES

### 1. LICENSE SOFTWARE (Perpetual License)

<table>
<thead>
<tr>
<th>Applications</th>
<th>Licensed Software</th>
<th>2nd Year Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base System</td>
<td>$69,623</td>
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<tr>
<td>Demographics</td>
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<tr>
<td>Dashboard</td>
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<td>Discipline</td>
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<tr>
<td>Scheduling</td>
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<tr>
<td>Mark Reporting</td>
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<tr>
<td>Attendance</td>
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<tr>
<td>Teacher Access Center</td>
<td></td>
<td></td>
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<tr>
<td>Standards and Competencies</td>
<td></td>
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<tr>
<td>Medical Records</td>
<td></td>
<td></td>
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<tr>
<td>Test Score Tracking</td>
<td></td>
<td></td>
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<tr>
<td>School Interoperability Framework (SIF) Agent</td>
<td></td>
<td></td>
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<tr>
<td>Career Planner</td>
<td></td>
<td></td>
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<tr>
<td>Home Access Center</td>
<td>5,064</td>
<td>1,802</td>
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<tr>
<td>Regulatory Reporting</td>
<td>5,413</td>
<td>2,454</td>
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<tr>
<td><strong>Subtotal Proposed Applications:</strong></td>
<td><strong>$80,100</strong></td>
<td><strong>$29,037</strong></td>
</tr>
</tbody>
</table>

**eSchoolPLUS Footnotes:**

1. First year maintenance and support included at no additional cost.
2. Microsoft Word is required in order to use the letter feature of this system. Microsoft Word is not included in the pricing.
3. Assistance writing uploads is not included, but is available at an additional cost.
5. For security reasons, the District may choose to install the Home Access Center on a separate server. The client must also subscribe to VenSign for an SSL certificate at an additional cost.
10. Please see attachment for Regulatory Reporting.
IEPPLUS

<table>
<thead>
<tr>
<th>Applications</th>
<th>License Fee</th>
<th>2nd Year Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base System</td>
<td>$28,529</td>
<td>$8,854</td>
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<tr>
<td>System Configuration</td>
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</tr>
<tr>
<td>Demographics</td>
<td></td>
<td></td>
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<tr>
<td>Referral and Eligibility</td>
<td></td>
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<tr>
<td>Evaluations/Tests</td>
<td></td>
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<tr>
<td>Meetings</td>
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<tr>
<td>Placement/Services</td>
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<tr>
<td>Suspensions/Discipline</td>
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<tr>
<td>School Interoperability Framework (SIF) Agent</td>
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<tr>
<td>Regulatory Reporting</td>
<td>8,969</td>
<td>3,844</td>
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<tr>
<td>Regulatory Forms</td>
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<tr>
<td>Integrated Reporting System</td>
<td></td>
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</tr>
<tr>
<td><strong>Subtotal Proposed Applications:</strong></td>
<td><strong>$37,498</strong></td>
<td><strong>$12,698</strong></td>
</tr>
</tbody>
</table>

**IEPPLUS Footnote:**

1. First year maintenance and support included at no additional cost.
4. Please see attachment for Regulatory Reporting.

## 2. THIRD PARTY/PAY AGENCY PRODUCTS

**Third Party and Pay Agency Applications**

<table>
<thead>
<tr>
<th>Applications</th>
<th>User Count</th>
<th>License Fee</th>
<th>2nd Year Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>IBM Cognos 8 Base Bundle</td>
<td></td>
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<td></td>
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<tr>
<td>eSchoolPLUS</td>
<td>N/A</td>
<td>$16,226</td>
<td>$4,938</td>
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<tr>
<td>Impromptu Individual Copies</td>
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</tr>
<tr>
<td>Impromptu Administrator</td>
<td>1</td>
<td>1,430</td>
<td>457</td>
</tr>
<tr>
<td>Impromptu User</td>
<td>12</td>
<td>4,440</td>
<td>960</td>
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<tr>
<td><strong>Subtotal Proposed Applications:</strong></td>
<td><strong>$22,096</strong></td>
<td><strong>$6,355</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Third Party and Pay Agency Footnotes:**

1. First year maintenance and support included at no additional cost.
IBM Cognos

IBM Cognos 8 Base Bundle reporting software is available with eSchoolPLUS, IEPPLUS, eFinancePLUS and eCommunityPLUS, and is licensed by SunGard K-12 Education to the client for use only with SunGard K-12 Education applications and/or applications developed by the client which utilize SunGard K-12 Education application data. No more than one IBM Cognos 8 Bundle is required per district; however, there is an additional usage fee required for each PLUS 360 product suite. Cognos 8 Base Bundle includes 1 Named User of BI Administrator, and Anonymous Users of BI Enhanced Consumer (unlimited to the authorized users of the SunGard product(s) listed in the Cognos section above). One copy of IBM Cognos 8 BI Administrator is required for each site. Consumer can access reports in a Microsoft Windows or Macintosh environment. IBM Cognos 8 BI Administrator require Microsoft Internet Explorer and a dedicated native Microsoft Windows server(s). Telephenee support for IBM Cognos 8 Reporting products is provided to the client by SunGard K-12 Education. License and/or maintenance agreements do not entitle the client to access any IBM Cognos 8 Reporting technical support facility directly via either telephone or other means of communication. IBM Cognos 8 Business Intelligence requires the availability of a SQL Server database.

A 'Named User' means an individual who is authorized by Licensee to use the specified Software, whether or not that individual is logged on to that Software. The above number of users is an estimate. Further discussion is required in order to determine your exact needs. Multiple copy pricing is available.

BI Administrator means Licensee may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for language, time zones, etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages and use the Cognos Connection, Portal to create and consume portal pages, including use of all of the portal types provided with Cognos Connection, personalize standard reports, and receive Event Studio notifications and use the Cognos Go! Office module; (iii) use the Query Studio, Report Studio (including, but not limited to Express Authoring Mode), Analysis Studio, Metric Studio, Metric Designer and Event Studio modules and functionality; (iv) administer the Cognos BI Software environment in relation to server, security and report scheduling administration and the ability to model metadata via Framework Manager; (v) use the Transformer modules on all platforms commercially supported by Cognos, and Map Manager modules and functionality; (vi) use the Go! Dashboard module to assemble and/or consume a dashboard; and (vii) use the Go! Search module for full text searching and associated indexing for both dynamic and static content; and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.

BI Enhanced Consumer means Licensee may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for language, time zones, etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages and use the Cognos Connection Portal to create and consume portal pages, including use of all of the portal types provided with Cognos Connection, personalize standard reports, and receive Event Studio notifications and use the Cognos Go! Office module; (vi) use the Go! Dashboard module to assemble and/or consume a dashboard; and (vii) use the Go! Search module for full text searching and associated indexing for both dynamic and static content; and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.

A 'Named User' means an individual who is authorized by Licensee to use the specified Software, whether or not that individual is logged on to that Software. The above number of users is an estimate. Further discussion is required in order to determine your exact needs. Multiple copy pricing is available.

<table>
<thead>
<tr>
<th>IEPPLUS Professional Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consulting and Training</td>
</tr>
<tr>
<td>Base System</td>
</tr>
<tr>
<td>System Configuration</td>
</tr>
<tr>
<td>Demographics</td>
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<td>Referral and Eligibility</td>
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<tr>
<td>Regulatory Reporting</td>
</tr>
<tr>
<td>Regulatory Forms</td>
</tr>
<tr>
<td>Integrated Reporting System</td>
</tr>
<tr>
<td>Subtotal Proposed Services</td>
</tr>
</tbody>
</table>

1 Services for the implementation of SIF are not included. If the District elects to implement SIF, services will be incurred at our then current rate.
### Value Added Services

<table>
<thead>
<tr>
<th>Service</th>
<th>Days</th>
<th>Price</th>
<th>2nd Year Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remote Project Manager</td>
<td>Fixed Fee</td>
<td>4.000</td>
<td>N/A</td>
</tr>
<tr>
<td>PLUS 360 Advanced Integration</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Subtotal Proposed Services:</strong></td>
<td>-</td>
<td>4.000</td>
<td></td>
</tr>
</tbody>
</table>

4. Advanced Data Integration provides expanded integration of data elements identified in the Advanced Data Integration Matrix, along with IEP PDF integration and single sign-on.

**TOTAL IEPPLUS Proposed Services:** $16,800

### PLUS 360 Integration

<table>
<thead>
<tr>
<th>Applications</th>
<th>Days</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>eSchoolPLUS</td>
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<td>-</td>
</tr>
<tr>
<td>IEPLUS</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**TOTAL PLUS 360 Proposed Services:** $0

**TOTAL PLUS 360 Optional Services:** $0

1. PLUS 360 Integration Services pricing includes installation and setup, 2 hours of integration mapping between 2 PLUS 360 products and 1 integration webinar per site. If additional mapping is needed, it will be billed as incurred at our then current rate. PLUS 360 Integration services requires MS SQL 2005 or greater.

### Third Party and Pay Agency Applications

<table>
<thead>
<tr>
<th>Consulting and Training</th>
<th>Training Days</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>IBM Cognos 8</td>
<td>2.00</td>
<td>$2,560</td>
</tr>
</tbody>
</table>

**TOTAL Third Party and Pay Agency Proposed Services:** 2.00 $2,560

**TOTAL PROPOSED PROFESSIONAL SERVICES:** $19,360
3. HARDWARE COMPONENTS

<table>
<thead>
<tr>
<th>Hardware Components</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardware Equipment and Services - Proposed</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Line Total</th>
<th>Annual Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>eSchoolPLUS Data Base Server (1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Customer will provide server with similar specs to SunGard recommendation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>License &amp; Documentation</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Customer will provide MS Windows &amp; Network Backup licenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>eSchoolPLUS Task Server (1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Customer will provide server with similar specs to SunGard recommendation</td>
<td></td>
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<tr>
<td>1</td>
<td>eSchoolPLUS Application Server (1)</td>
<td></td>
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<td>Customer will provide server with similar specs to SunGard recommendation</td>
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<td></td>
</tr>
<tr>
<td>1</td>
<td>Cognos Server (1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Customer will provide server with similar specs to SunGard recommendation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>HAC Server (1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Customer will provide server with similar specs to SunGard recommendation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Installation and Setup Services</td>
<td>7,750</td>
<td>7,750</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(4) Certify Setup of Windows Operating System</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(1) Installation and Setup of Task Server</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(1) Installation and Setup of Application Server</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(1) Installation and Setup of Cognos Server</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(1) Migrate Data &amp; install SQL (includes maintenance plans)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(1) Installation &amp; Setup of HAC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(1) Run Active Directory / ID Scripts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Installation and Setup Services for IEPLUS (Remot</td>
<td>2,500</td>
<td>2,500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(1) Verify servers are setup to SunGard specs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(1) Installation and Setup of SQL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(1) Installation and Setup of IEPLUS Applications</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Hardware Components: $10,250 $0

TOTAL Hardware Components: $10,250

**Hardware Footnotes**

1 Optional Phone support is quoted upon request.

- Hardware equipment includes a warranty from the hardware manufacturer. Annual phone support can be provided by SunGard K-12 Education. Pricing for annual support has not been included in this quote but can be provided upon request.
- A Domain Controller with Active Directory is required.
- Requires MS SQL STD ED Licensing.
- Quote assumes Rack Space, UPS and KVM ports are available.
4. SYSTEM REQUIREMENTS

**eSchoolPLUS**

**Database Server:**
- **OS Platform:** Microsoft Windows Server 2008 R2 Standard or Enterprise (For 4 GB RAM)
- Microsoft Windows Server 2008 R2 Enterprise (≥4 GB RAM)
- **Databases:** Microsoft SQL Server 2008 R2 or 2012

**Web Server:**
- **OS Platform:** Microsoft Windows Server 2008 R2 Standard

**Restrictions / Considerations**
- If less than 3,000 students, web application can reside on the database server.
- The web server must be on the same subnet or routed with the database server(s). SSL encryption can be implemented.
- The web server should be protected by a firewall/proxy. The firewall/proxy must allow inbound traffic destined for the web server on inbound port 80 and 443.
- eSchoolPLUS can be run in production natively under the host operating system or under VMware. If running eSchoolPLUS in a virtual environment, client must follow SunGard K-12 Education's recommended procedures.

**Domain Controller:**
- **OS Platform:** Microsoft Windows Server 2008 Standard

**Restrictions / Considerations**
- Domain controllers are not required if eSchoolPLUS is installed in an existing Windows or Window Server network.
Workstations:

**PC Workstation Operating Requirements for eSchoolPLUS**

OS Platform: Any OS which supports browsers listed below
OS Add-on: Internet Explorer 7.0, 8.0 or 9.0
           Adobe Acrobat Reader 4.0 or higher

**PC Workstation Operating Requirements for Teacher Access Center**

OS Platform: Any OS which supports browsers listed below
OS Add-on: Internet Explorer 9.0
           Firefox 19.0 (Browser versions are certified by SunGard after release)
           Safari 5.1.7
           Adobe Acrobat Reader 4.0 or higher
           Google Chrome 26.0

**MAC Workstation Operating Requirements for Teacher Access Center**

OS Platform: OS X
OS Add-on: Firefox 19.0 (Browser versions are certified by SunGard after release)
           Safari 5.1.7
           Google Chrome 26.0

**Browser Requirements for Home Access Center**

Internet Explorer 8.0, 9.0
Firefox 19.0
Safari 5.1.7
Google Chrome 26.0
**IEPLUS**

**Database Server:**
- **OS Platform:** Microsoft Windows Server 2008 R2 Standard or Enterprise (For 4 GB RAM)
- Microsoft Windows Server 2008 R2 Enterprise (>4 GB RAM)
- **Databases:** Microsoft SQL Server 2008

**Web Server:**
- **OS Platform:** Microsoft Windows Server 2008 R2 Standard

**Restrictions / Considerations**
- The web server must be on the same subnet or routed with the database server(s)
- SSL encryption can be implemented
- The web server should be protected by a firewall/proxy. The firewall/proxy must allow inbound traffic destined for the web server on inbound port 80 and 443

IEPLUS can be run in production natively under the host operating system or under VMWare. If running IEPLUS in a virtual environment, Client must follow SunGard K-12 Education's recommended procedures.

**Domain Controller:**
- **OS Platform:** Microsoft Windows Server 2008 Standard

**Restrictions / Considerations**
- Domain controllers are not required if IEPLUS is installed in an existing Windows or Windows Server network

**Workstations:**

**PC Workstation Operating Requirements**
- **OS Platform:** Any OS which supports browsers listed below:
- **OS Add-on:** Internet Explorer 8 or 9
- FireFox (latest 5 versions as posted at www.mozilla.org)
- Adobe Acrobat Reader v9 – v11

**MAC Workstation Operating Requirements**
- **OS Platform:** Any OS which supports browsers listed below:
- **OS Add-on:** FireFox (latest 5 versions as posted at www.mozilla.org)
  - OPTIONAL: Schubert i il PDF Browser Plugin 2.4.4 (allows PDFs to be viewed inside the web browser) http://www.schubert-it.com/pluginpdf/
5. REGULATORY SOFTWARE

The following programs/reports are included with the eSchoolPLUS System:

**State Requirements:**
- Annual Attendance and Membership Report (PDE-4052)
- Summary Report of Aggregate Days Membership (PDE-4002)
- NOLB Report
- PA SecureID

**PIMS Submissions:**
- Child Accounting Submission
- December Special Education Submission
- ELL Submission
- February Course / HQT Submission
- June SafeSchools / Discipline Submission
- March Submission
- November Precode Submission
- October Enrollment Submission
- April Submission
- January Submission
- Special Ed Update / July Submission
- Testing Submission
- July CDT Submission

**PIMS Subsystem:**
- Course
  - Course
  - Course Instructor
  - Student Course Enrollment
- Enrollment
  - School Enrollment
- Groups and Programs
  - Programs Fact
- Child Accounting
  - School Calendar
  - Student Calendar Fact
- CTE
  - CTE Student Fact
  - CTE Student Industry Credential
- Student
  - Student
  - Student Snapshot
  - Special Education Student Snapshot
Discipline
   School Safety (SafeSchools)
      Incident
      Person
      Incident Offender
      Incident Offender Infraction
      Incident Offender Disciplinary Action
      Incident Offender Parental Involvement
      Incident Victim

Discipline
   Location Fact

District
   District Fact
   District Snapshot

Federal Requirements:
   OCR Civil Rights Data Collection (CRDC)
      Part 1 - Enrollment and Placement Data
      Part 2 - Cumulative and End of Year Data
   District/LEA Form
   District/LEA Flat File
   CRDC School Form
   CRDC School Flat File

The following programs/reports are included with the IEPPLUS System:

Regulatory Forms
PA State IEP
PA IEP sections listed below:
   Main
   Special Considerations
   Present Levels
   Transition Services
   Participation in Assessments
   Goals & Objectives
   SE Related Services/ ESY
   Educational Placement
   PennData Report Information
   Communication Plan
PA Gifted IEP sections listed below:
   Main
   Present levels
   Goals & Outcomes
   SD/Support Services
   Program Dates
   Permission to Evaluate
   Permission to Reevaluate Letter
   Evaluation Report
   Reevaluation Report
   Invitation Letter
   NOREP
Summary of Student Performance
Gifted & Talented IEP
Permission to Evaluate (G&T) Letter
Permission to Reevaluate (G&T) Letter
Gifted Written Report
NORA
Invitation Letter (G&T)
PA State Section 504 Plan
Functional Behavioral Assessment Worksheet (FBA)
Positive Behavior Support Plan (PBS/P)

Regulatory Reporting
PA, Penn Data (IU 13,20,21,24,25)
Dec. 1 Report (12/1/xxxx)
Not Counted Student Report
Exit Report (5/1/xxxx)
Table 1 Paraprofessionals & Teachers, Ages 3-5
Table 2 Paraprofessionals & Teachers, Ages 6-21
Table 3 Related Services Personnel
Table 4 Exiting by Disability & Age
Table 5 Exiting by Ethnicity
Table 6 Exiting by Gender
Table 7 Exiting by LEP
Table 8 Initial Evaluations
Table 9 Removal by disability
Table 10 Removal by Ethnicity
Table 11 Removal by Gender
Table 12 Removal by LEP
Table 13 Received Education Services
Not Counted Student Report
Agreement to Waive Reevaluation
Procedural Safeguards Notice
Procedural Safeguards Letter
Revised Child Count
PIMS Special Education Snapshot (#0590)
PIMS Special Education Services Fact (#0530)
PIMS Special Education Events (#0550)

PA, IU 12 (York)
Dec. 1 Report (12/1/xxxx)
Exit Report (5/1/xxxx)

PA, IU 23
Dec. 1 Report (12/1/xxxx)
Exit Report - see above (5/1/xxxx)

PA, IU 15
Dec. 1 Report (12/1/xxxx)
Exit Report (5/1/xxxx)
Regulatory Footnotes

- Our maintenance fee for regulatory reporting includes annual updates necessary to maintain compliance for the regulatory items listed and documented in our original agreement. The output provided for these reports includes data and totals, supported within the application software, which are required by your organization to complete the mandated government form. This data will be formatted correctly for electronic submission when the state or federal agency requires electronic submission. In the event that new federal or state legislative mandates additional reports, or future legislative initiatives impose extensive changes to reports listed above, additional fees may apply.

6. PRICING NOTES

1 SunGard K-12 Education’s pricing for services are bill as incurred unless otherwise indicated within the Payment Summary and Schedule.

2 Training and Consulting services are provided through a blended learning approach; comprised of instructor lead onsite, distant learning (webex), and self-paced online learning. The method of blended learning is determined by content.

3 Travel and living expenses are not included in the Professional Services costs.

4 Should additional daily time be needed for implementation assistance beyond the standard eight hour day, this can be scheduled with your Project Manager. Any services required beyond those days indicated will be performed at our then current rates.

5 Training day counts are based on a maximum class size of 16 individuals. SunGard K-12 Education training methodology is based on a train-the-trainer deployment.

6 The schedule for the above Training, Consulting and Professional Development services will occur as mutually agreed by SunGard K-12 Education and client and as documented in a training agenda that will be sent to the client. SunGard K-12 Education’s cancellation policy requires a 21-day advance notice to cancel scheduled training. Cancellations within 6-21 days of the scheduled service will be invoiced at 50% of the total quoted service cost. Cancellation within 5 days, or on the scheduled date, the service will be invoiced at 100% of the quoted cost. For any cancellation of on-site services, any non-refundable travel expenses will be invoiced to your organization at cost.

7 SunGard K-12 Education’s current Professional Services rates are as follows:
   - Training / Consulting / Professional Development Rate: 1,280 per day.
   - Custom Programming / Data Conversion Rate: 1,500 per day.
   - Project Management / Schools Interoperability Framework (SIF) Rate: 1,600 per day.
EXHIBIT C: EQUIPMENT AND EQUIPMENT INSTALLATION

1. Equipment Prices.
   i. SunGard K-12 Education agrees to sell to Client and Client agrees to purchase the equipment identified in these Exhibits for the prices as set forth in these Exhibits.

2. Equipment Installation Services.
   i. SunGard K-12 Education will use its standard system assurance programs to individually test each unit of the Equipment according to the manufacturer's specifications, and when practical, integrate each unit for a total system test prior to shipment and installation at the Initial Installation Location.

   ii. If Client elects to have SunGard K-12 Education provide the Equipment installation services, then, at least 25 days prior to installation of the Equipment, representatives from SunGard K-12 Education will visit the Client's facilities on a mutually agreed date for the purpose of approving the locations for computer systems and principal components of the communications network and establishing plans for the installation of the Equipment and communications facilities. Travel costs incurred by SunGard K-12 Education associated with this visit are the responsibility of the Client, are additional, and will be billed by SunGard K-12 Education on a monthly, as-incurred basis.

   iii. SunGard K-12 Education or its designee will perform the installation services, for the installation fees provided for in these Exhibits, for the Equipment at the "Initial Installation Location" designated by the Client. Equipment installation will be completed on a mutually agreed date, subject to the obligations of Client to provide the operational environment for the equipment as provided below under "Client Responsibilities" but no later than 10 days prior to the date for which such installation is scheduled (the "Scheduled Installation Date").

   iv. SunGard K-12 Education will provide the Client with any manufacturer-provided reference documentation for operation of the Equipment.

3. Client Responsibilities.
   i. Client, at its own expense, must provide a suitable operating environment, appropriate power supplies and adequate workspace for the Equipment to be maintained in accordance with the manufacturer's recommendations. Client must provide access to Client's hardware system(s) and/or operational system software where and when necessary for SunGard K-12 Education to provide these services. Client is responsible to provide adequately trained personnel and hardware adequate to support their applications and user load as required to accommodate normal growth. Client must also provide trained personnel to administer these systems and perform software and data backups as required.

   ii. Client is responsible for the cost of all cabling, phone equipment, services and facilities needed to attach servers, workstations, printers and the like to the Equipment. This includes installing the cables and the labor or installation fees associated with the preparation of device locations.

   iii. Client will pay all costs of transportation and in-transit insurance for the Equipment to its facilities and all other related costs that may include special rigging, storage, packaging and similar charges. SunGard K-12 Education will not be responsible for any loss or damage to the Equipment caused by the fault or negligence of Client or its agents or employees, by non-SunGard K-12 Education alterations or servicing, by common carriers, force majeure, fire or other casualty.
4. Other Terms Applicable to Equipment Sales.
   i. SunGard K-12 Education's installation personnel will remain on Client's site not more than one day in the event of Client's failure to fulfill its site preparation obligations. Return trips, if necessary, will be invoiced to Client at SunGard K-12 Education's then prevailing service rates, plus expenses.
EXHIBIT D: SERVICES – CLIENT RESPONSIBILITIES

1. General. SunGard K-12 Education will utilize its proprietary project management methodologies in providing Client with services in connection with the implementation, configuration and usage of the Software. SunGard K-12 Education and Client will develop a project plan that identifies each party’s responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard K-12 Education will provide. Client will establish the overall project direction, including assigning and managing the Client’s project personnel team.

2. Client Project Position Descriptions. To facilitate SunGard K-12 Education’s ability to provide Client with Services in connection with the implementation and deployment of the Software, Client must assume certain roles and responsibilities under the project plan. Those responsibilities include designating Client personnel to serve in each of the positions outlined below:

<table>
<thead>
<tr>
<th>Role/Position</th>
<th>General Description of Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Steering Committee</td>
<td>Provide Client staff and facilities; make decisions on policy changes; final Client escalation point for project issues.</td>
</tr>
<tr>
<td>Project Sponsor</td>
<td>Approve material changes in the project plan; advise Project Managers on resolution of project issues; report project progress to Executive Steering Committee.</td>
</tr>
<tr>
<td>Client Project Manager</td>
<td>Supervise Client Project Team; fulfill Client project deliverables; coordinate Client staff per project plan; work with SunGard K-12 Education Project Manager to project manage detailed project activities.</td>
</tr>
<tr>
<td>Project Team Leads (Application)</td>
<td>Coordinate with the Client Project Manager in communications and issue resolution; make recommendations to the Project Manager concerning any policy or implementation issues; configure Software based on consulting provided by SunGard K-12 Education; Identify end users to attend training; create end-user training documentation; deliver end-user training classes; provide support to the user community in the post production timeframe.</td>
</tr>
<tr>
<td>Project Team Leads (Technical)</td>
<td>Provide converted data to SunGard K-12 Education; provide data conversion specifications; provide workflow specifications and assist SunGard K-12 Education technical leads with setting up workflows test converted data, workflows and reports for compliance with specifications; set up security profiles.</td>
</tr>
<tr>
<td>Functional Experts (SME’s)</td>
<td>Support Project Team Leads and Project Manager.</td>
</tr>
</tbody>
</table>

3. Project Escalation Procedures. Issues will arise from time-to-time throughout the course of the project. In order for challenging issues to be addressed in a timely fashion, Client and SunGard K-12 Education will utilize the following communication and escalation procedure:

i. Communications regarding the project will be directed to SunGard K-12 Education’s Project Manager and the Client’s Project Manager in order to
maintain consistent communication between the parties. Scheduled weekly calls will be maintained between the Project Coordinator and the Client’s Project Team (including the Client’s Project Manager).

ii. All issues or concerns will be discussed actively and openly between SunGard K-12 Education’s Project Team and the Client’s Project Team.

iii. If issues begin to interfere with the progression of the implementation project, the Client and/or SunGard K-12 Education should escalate challenges to SunGard K-12 Education management as needed.
EXHIBIT E: STUDENT TRANSCRIPTS

1. General. "Client agrees to perform its responsibilities, as set forth below, related to conversion and verification of data (for example, Transcripts and G.P.A. Conversion) from Client's previous system.

2. eSchoolPLUS Student Transcripts Conversion and Verification Responsibilities. Accurately converting and verifying Student Transcripts are some of the most important and intense tasks of implementing a new student management system. To achieve this objective, the school district and SunGard K-12 Education must work together to reconcile Student Transcripts information and GPAs. Listed below are tasks associated with the parties involved in performing this very important function:

School District Personnel:
   i. Attend Mark Reporting Overview and Review Building and District Worksheets for Attendance, Report Cards, and Transcripts.
   ii. Complete Attendance, Mark Reporting, and Transcripts section of the Implementation Guide and submit to SunGard K-12 Education Implementation and Training Staff.
   iii. Supply SunGard K-12 Education with Transcripts Print examples for various students, including any unique data situations or exception transcripts based upon your school district’s curriculum such as students with summer school, transfer, and alternative education classes.
   iv. School district subject matter experts (GPA calculations, rank in class, credit rules, etc.) participate in on-going dialogue conference calls with SunGard K-12 Education Programming staff reviewing legacy system data structures and school district objectives. Where appropriate, screen shots will be reviewed; and WebEx sessions will be utilized.
   v. Attend training for system setup of Attendance, Mark Reporting and Transcripts.
   vi. Attend training for Student Transfer Maintenance and Graduation Requirements.
   viii. Attend Mark Reporting Overview and Review Building and District Worksheets for Attendance, Report Cards, and Transcripts.
   ix. Complete all buildings setups (including summer school and transfer buildings) for all years that Student Transcripts information will be converted.
   x. Review Transcripts conversion packet sent by the SunGard K-12 Education Conversion Team.
   xi. Supply initial Transcripts data to SunGard K-12 Education Conversion Team by the deadline date specified.
   xii. Participate in on-going dialogue concerning unique data conditions such as how to handle repeat courses in the same semester and across semesters and transfer course numbers.
   xiii. Supply final Transcripts data for all buildings to SunGard K-12 Education Conversion Team by the deadline date specified.
   xiv. Maintain production access to legacy system Transcript information until the verification process is completed.
   xv. Have school personnel verify the accuracy of each student’s Transcripts information and reconcile each GPA calculation. Suspected transcript and GPA conversion issues should be reported to the assigned conversion programmer as soon as possible. Be aware that as additional data entry and processing occurs at the client site, it becomes more difficult to pinpoint and correct conversion issues.
   xvi. Confirm in writing that the Student Transcripts and GPA calculation information has been reconciled.
EXHIBIT F: MAINTENANCE AND SUPPORT

1. License Software (Perpetual License)

i. Services to be Provided

a. Provide standard product enhancements when and as the same are developed by SunGard K-12 Education; SunGard K-12 Education will make available to Client one copy of such product enhancements or corrected programs as soon as it is available. Client will be responsible for incorporating such enhancements in each copy of the applicable SunGard K-12 Education Software licensed by Client.

b. Provide programming modifications and support for the Regulatory Software identified in these Exhibits. Modifications and updates will be provided and are limited to those which use data supported within the baseline application software and are required by regulatory changes.

c. Provide assistance to Client in the use of the SunGard K-12 Education Application Software via telephone inquiries to SunGard K-12 Education's designated software support offices. Telephone support services are available weekdays, excluding holidays, during normal business hours. Normal business hours are 8:00 AM - 5:00 PM Client local time.

d. Investigate errors in the intended capabilities of SunGard K-12 Education Application Software upon receipt of notification from Client and provide Client with an alternate procedure or programming modifications to correct errors. SunGard K-12 Education will distribute to Client one copy of such product enhancements or corrected programs as soon as it is available. Client will be responsible for incorporating such enhancements in each copy of the applicable SunGard K-12 Education Software licensed by Client.

All of the above services will be provided by Internet or telephone communication contact between SunGard K-12 Education and Client.

e. Exclusions

1. System Requirements. SunGard K-12 Education solutions are designed to function at optimum levels when integrated with dedicated hardware resources. The addition of non-SunGard K-12 Education provided software may adversely affect the performance or functionality of the SunGard K-12 Education provided applications. Accordingly, SunGard K-12 Education will not be responsible for system malfunctions or loss of functionality caused by the addition of non-SunGard K-12 Education provided applications or utility software. Applications that alter the basic architecture of the operating environment such as VMWare, will be supported, however SunGard K-12 Education PLUS Solutions were written to run natively under the host operating system. As such, we do not routinely or rigorously test our applications, or those of our partners, under such third-party applications. SunGard K-12 Education will use commercially reasonable efforts to investigate potential issues with the application software running in conjunction with the VMWare. As part of that investigation, SunGard K-12 Education may require the issue to be reproduced independently from the hardware virtualization software. Should issues be reported that can reasonably be linked to the virtual hardware environment, SunGard K-12 Education will make reasonable and commercially viable efforts to resolve the issue, as long as it can be
done in such a way as to not affect the same software when run natively. Corrective measures for malfunctions caused by such additions will be at the option of SunGard K-12 Education and will be billable at SunGard K-12 Education's then-current hourly rate.

ii. Client Responsibilities

Internet access is required for delivery of Maintenance and will be the primary connectivity medium for all support activities. Client will be responsible to provide access to each server via the SunGard K-12 Education SecureLink gateway. A "super-user" system log-in account with privileges for SunGard K-12 Education's use in support of this agreement is also required.

a. Client will be responsible to provide a CD/DVD drive which may be used to install new software releases, updates, enhancements, and the like.

b. Prohibited table changes include the addition of triggers – small programs in the database that run automatically when an INSERT, UPDATE, or DELETE statement is issued against the associated table and data element – to SunGard K-12 Education data elements.

c. Client will designate, by name, a limited number of individuals for the purpose of logging calls with SunGard K-12 Education central support. Client will appoint one of these individuals to serve as central liaison between SunGard K-12 Education technicians and other named callers or Client end users.

d. Client is obligated to fulfill the responsibilities of system administrator as identified in these Exhibits. This may be accomplished as part of the central liaison's job responsibilities or by contracting with SunGard K-12 Education for Remote System Administration Services.

Client will be responsible for acquiring any necessary Microsoft Client access licenses used in conjunction with the Licensed Software.

iii. System Administration Job Responsibilities

System Administrative personnel should have or possess the potential to develop the following knowledge and skills:

- General understanding of computer systems' architecture as well as a firm knowledge of Client's site-specific network configuration.
- Understanding of general computer concepts such as relational database, operating systems, application software, and current programming languages and tools.
- Strong verbal and written communication skills with administrators, programmers, and system maintenance personnel.
- Understanding of the importance of data integrity and security (file backups and password control).
- Understanding of Client's organizational requirements for the Licensed Software.

Client system administration responsibilities include, but are not limited to, the following:

General Responsibilities:
• Sole responsibility for communications with SunGard K-12 Education Maintenance personnel.
• Provide first level support to end users and manage support calls.
• Upgrade system software in conjunction with SunGard K-12 Education and the computer hardware manufacturer.
• Manage workload.
• Train department personnel to use Report Writer.
• Maintain Documentation.
• Diagnose and resolve minor hardware problems.
• Maintain currency on Maintenance, including ongoing subscription to SunGard K-12 Education Maintenance program and maintenance/support programs for third party dependencies.
• Implement and manage disaster recovery plan.
• Manage third party support contracts as well as update and install third party products.
• Manage support calls.
• Attend appropriate system management classes as required.

Operating System/Network Administration:
• Install, configure and maintain Client desktop software, including network software (e.g., OS, Browser, and TCP/IP).
• Monitor operating system and modify operating system parameters as required.
• Create and maintain cron jobs, scheduled tasks, maintenance plans, or other batch processes.
• Verify software licensing.
• Install operating system patches.
• Install, configure and maintain Sendmail.
• Install/reinstall operating system as required.
• Develop backup strategy, manage the file system backup process and procedures, maintain backup scripts and verify backups execute properly on a daily basis.
• Maintain on and off site storage of backup media.
• Restore files, file systems or databases as required.
• Monitor system performance and tune operating system parameters for maximum efficiency.
• Monitor disk and file system utilization/permissions and adjust to meet site requirements. Backup or delete temporary files and logs as appropriate.
• Maintain login scripts.
• Add, delete, archive, and maintain configuration of users (for example, to access specific software packages), and maintain user environments.
• Configure communication port(s).
• Set or modify IP address.
• Install microcode or firmware updates as required.
• Monitor hardware reliability, check error logs, and initiate corrective action when warranted.
• Create and maintain printer configurations, print queues and virtual printers. Setup and manage print spooler.
• Maintain access to server(s) for support (i.e., Internet and backup modem access).
• Create or modify default gateway.
• Maintain Active Directory.
• Maintain connectivity of host to LAN.
• Evaluate application software utilization and setup.
• Load application software updates and existing hardware customizations, if any.
• Recompile applications as required.
• Install and configure IIS. *
• Install and configure .Net Framework. *

Database Administration
• Maintain database security and access/permissions.
• Backup and restore specific databases or entire database environment. *
• Backup and restore specific tables within database(s). *
• Import or export databases as required. *
• Monitor and modify data allocation. *
• Add DB space.
• Create test (or other special purpose) databases as required.
• Maintain maintenance plans.
• Manage transaction log files, backup and restoration of log files.
• Perform checks for data consistency. *
• Monitor database table extents and adjust as needed. *
• Update database statistics and table indices. *
• Maintain production and test databases.
• Configure, upgrade and install database software.
• Verify software licensing and maintain currency on support agreements, software licensing and documentation.
• Monitor database engine performance and tune as needed. *
• Monitor database size and growth. *
• Manage database product support calls.
• Attend appropriate database classes for system administration, SQL, and database tuning.

System Security
• Ensure data and equipment security (physical and electronic).
• Monitor system access via modem or Internet.
• Investigate attempted security breaches. *
• Monitor application software utilization and setup to ensure authorizations are administered correctly. *
• Monitor file and database permissions and accounts. *
• Acquire, install and maintain anti-virus, anti-malware or any other necessary software (firewalls etc.) to ensure adequate security for the application environment and user data.

SunGard K-12 Education offers telephone support agreements for operating system, database and utility software packages to assist the Client system administrator in the execution of basic and advanced administrative functions. For Clients who contract with SunGard K-12 Education for these services, we will provide additional assistance (via remote Internet or dial access) for the basic functions designated with an asterisk (*) in the above list for the first six months subsequent to installation (operating system, database software, utility software, application software) by SunGard K-12 Education. After six months, Clients who do not contract with SunGard K-12 Education for Remote System Administration Services will be invoiced on a per-call basis when SunGard K-12 Education is required to perform basic administrative tasks via remote access on behalf of the Client system administrator.
EXHIBIT G: COGNOS SOFTWARE SUPPLEMENT

Additional Definitions. "Cognos Component Systems" means any of the software provided to SunGard K-12 Education by Cognos Corporation ("Cognos") and identified under the name "Cognos" in Exhibit B.


2. Restrictions on Use of Cognos Component Systems. Client's use of the Cognos Component System(s) is subject to the following additional terms and conditions:

   i. Client has the right to use the Cognos Component System(s) only in Object Code form, and only with the SunGard K-12 Education Licensed Software.

   ii. Client acknowledges that the Cognos Component System(s) are proprietary to Cognos and are supplied by SunGard K-12 Education under license from Cognos. Title to the Cognos Component System(s) shall at all times remain vested in Cognos or its designated successor. Except for the right of use that is expressly provided to Client under the Agreement, no right, title or interest in or to the Cognos Component System(s) is granted to Client;

   iii. (c) Client agrees that Cognos shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Client's use of the Cognos Component System(s) or related materials;

   iv. (d) Client acknowledges and agrees that Cognos is a third party beneficiary of this Agreement;

   v. Client acknowledges and understands that the Cognos Component System(s) may only be used by the number of users for the specific functions for which the license has been granted, as otherwise specified in Exhibit B; and

   vi. Client acknowledges and understands that it is licensing the Cognos Component System(s) on a "restricted use" basis. "Restricted use" means the use of the Cognos Component System(s) only with the following Component Systems, to the extent licensed as set forth in Exhibit B. Such restricted use shall include Client's right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the eSchoolPLUS software applications system(s) set forth in Exhibit B.

   vii. In lieu of the warranty provided in Section 7 of the Agreement, Client shall be provided with the limited, thirty (30) day warranty from Cognos as set forth below. Cognos warrants to Client that (a) for a period of thirty (30) days following the initial delivery/download/access of the Cognos Component System(s) to or by Client, the Cognos Component System(s) will perform in accordance with its related documentation, and (b) the media on which the Cognos Component System(s) is provided, if applicable, is free from defects in materials and workmanship under normal use. Subject to applicable law, all other warranties, express or implied, or otherwise, are excluded. Client's only remedy against Cognos if this warranty is breached will be, at the option of Cognos, (a) to repair or replace the Cognos Component System(s) or (b) to refund the amounts paid in respect of the defective Cognos Component System(s). This remedy is void if Client misuses the Cognos Component System(s) contrary to its related documentation.
Retirement Plan Compliance and Administration Services Agreement

PREAMBLE: The following constitutes a binding “Agreement,” effective as of August 1, 2013 between TSA Consulting Group, Inc., a Florida Corporation, (hereinafter referred to as “TSA”) whose principal place of business is 15 Yacht Club Drive NE, Ft. Walton Beach, Florida 32548 and the East Penn School District, 800 Pine Street, Emmaus, PA 18049, hereinafter referred to as “Plan Sponsor.”

PURPOSE: Plan Sponsor wishes to retain the services of TSA to provide compliance administration services to the Plan Sponsor for the Plan Sponsor’s voluntary retirement programs under Sections 403(b) and/or 457(b) of the Internal Revenue Code (“403(b)/457(b)”) and TSA is willing to provide such services.

1. TSA agrees that for a period of twelve (12) months, commencing with the effective date of this Agreement, it will, consistent with its other obligations, render to the Plan Sponsor such consulting and administration services set forth in Exhibits A-1 “Compliance Edge Services,”; Exhibit A-2, “Plan Administration Agreement”; Exhibit A-2.1 “Plan Administration Fee Schedule”; Exhibit A-3, “EPARS Subscription Agreement”; and Exhibit A-3.1 “EPARS Subscription Adoption Agreement,” all of which are attached and incorporated herein. This Agreement may be renewable at the end of each contract year by mutual agreement of both parties for four (4) additional one-year periods.

2. Plan Sponsor agrees that, for the term of this Agreement, it will render to TSA all reasonable assistance and information necessary to accomplish services set forth in Exhibits A-1, A-2, A-2.1 and A-3.1. The Plan Sponsor shall provide all information including, yet not limited to, items set forth in Exhibit B, attached and incorporated herein. Transmission of all information from the Plan Sponsor to TSA shall be performed on a timely basis relative to services provided and service dates set forth in this Agreement.

3. Plan Sponsor agrees to remunerate TSA for such consulting and administration services, also known as Compliance Edge®, at the stated rate and methods shown in Exhibit C, attached and herein incorporated by reference.

4. TSA shall act as an independent consultant and/or administrator and not as an agent or employee of the Plan Sponsor and TSA shall make no representation as an agent or employee of the Plan Sponsor. TSA shall furnish evidence of business liability and errors and omissions insurance in such limits of liability and written by an insurance company licensed in the state of Florida and acceptable to the Plan Sponsor. TSA shall be responsible for all taxes as an independent consultant and/or administrator. TSA shall have no authority to bind the Plan Sponsor or incur other obligations on behalf of the Plan Sponsor.

5. TSA agrees to hold in confidence all employee information received from the Plan Sponsor in connection with this Agreement and necessary to complete the scope of services outlined in Exhibits A-1, A-2, A-2.1 and A-3.1. TSA shall protect all information received from the Plan Sponsor from misuse, espionage, loss or theft and in accordance with federal laws. This information will not be transmitted or used for the purpose of solicitation in any form, and upon request all information held by TSA will be returned to the Plan Sponsor.

6. TSA warrants that it is under no obligation to any other entity that in any way conflicts with this Agreement and that it is free to enter into this Agreement.

7. This Agreement and all extensions and modifications hereof and all questions relating to its validity and interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, unless preempted by federal law.
8. All parties agree that proper venue for any lawsuit arising out of this Agreement shall be in Lehigh County, Pennsylvania.

9. TSA agrees that it will indemnify and hold harmless the Plan Sponsor, individual members of the Plan Sponsor, its representatives and employees, from any claim, demand or suit which may arise from, be connected with, or be made due to the negligence or failure to satisfy the requirements of this Agreement. This indemnification shall include all related costs, including but not limited to, attorneys’ fees, consultant fees, fees for other professional service providers, as well as court costs, fines, penalties or other similar charges against the Plan Sponsor, provided that the Plan Sponsor notifies TSA, in writing, no later than 30 calendar days after receipt of such claim or demand. Notwithstanding the preceding, this indemnification shall not cover any claim or demand based on erroneous information provided by the Plan Sponsor, its employees or other representatives.

10. This Agreement may be modified, amended or terminated by either party upon 60 days written notice to the other party, provided that no such modification, amendment or termination shall affect the liability of either party incurred prior to such event.

11. This Agreement may be executed in any number of counterparts, each of which, including any reliable copies or facsimiles thereof, will be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

12. If any provision of this agreement shall be held or declared to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provisions shall not affect any other provision of this Agreement, and the remainder of this Agreement shall continue in full force and effect as though such provisions had not been contained in this Agreement. If the scope of any provision in this agreement is found to be too broad to permit enforcement of such provision to its fullest extent, the parties consent to judicial modification of such provision and enforcement to the maximum extent permitted by law.

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

EAST PENN SCHOOL DISTRICT

By:________________________________________
Name:____________________________________
Title:_____________________________________
Federal Tax Identification Number: 23-6005326

TSA CONSULTING GROUP, INC.

By:________________________________________
Name: Janet Williamson
Title: VP, Chief Operations Officer
Federal Tax Identification Number: 59-3451677
In accordance with the Agreement between the Plan Sponsor and TSA, the following services will be provided by TSA:

1. Maximum Allowable Contribution (MAC) calculations will be maintained for all employees eligible to participate in the employer’s authorized 403(b) and/or 457(b) plans. These calculations shall include limits applicable to 403(b) and/or 457(b) plans under applicable Sections of the Internal Revenue Code. Such calculations shall be performed in accordance with accepted standards and subject to the prevailing Internal Revenue Codes and Regulations at that time. MAC’s will be based on information obtained from the Plan Sponsor and/or the employee and any statement or guarantee of accuracy by TSA will be contingent on the accuracy of the information delivered by the Plan Sponsor and/or the employee.

2. TSA shall provide an annual review and audit of the previous year’s contributions for all employees. TSA shall notify the Plan Sponsor of all non-compliant contributions and provide the necessary data to facilitate notification to employees affected and completion of correction procedures as required by current Revenue Procedures.

3. A master file of MAC calculations will be maintained by TSA during the term of this Agreement.

4. TSA will administer the plan with respect to processing participant requests for loans, distributions, transfers, qualified domestic relations orders, and rollovers, including interactions with other investment providers necessary to administer the plan subject to the terms and conditions included in Exhibit A-2.

5. Electronic remittance services will be available to the Plan Sponsor through the Electronic Process for Automated Remittance Services of EPARS program maintained by TSA. These services are subject to the terms and conditions included in the EPARS Subscription and Adoption Agreement included as Exhibit A-3.

6. Employee communications components (handbooks) will be delivered to the Plan Sponsor once annually in sufficient quantities for all eligible employees. The employee awareness and educational materials shall be generic in content regarding 403(b) and/or 457(b) requirements, and will also address the specific policies and procedures of the Plan Sponsor relative to all retirement programs maintained by the Plan Sponsor. Components will be revised annually to facilitate changes in IRS rules or changes in the Plan Sponsor’s policies and procedures.

7. Video presentations will be produced, distributed and available via online stream by TSA once annually. Video presentations shall be generic and topical in nature concerning the 403(b) and/or 457(b) programs.

8. Web pages specific to the Plan Sponsor will be made available and will be maintained by TSA for information on their retirement plans.

9. TSA shall provide ongoing administrative support to the Plan Sponsor, including, but not limited to, the development of appropriate policies and/or procedures regarding all employee retirement programs. Such administrative support includes research and development of any new programs and/or Investment Providers or Investment Products that may be regarded as beneficial to the Plan Sponsor and the employees of the East Penn School District.

10. TSA expressly agrees to cooperate with and offer assistance to the Plan Sponsor in the event of any audit of the 403(b) and/or 457(b) plans by the IRS.
EXHIBIT A-2

Plan Administration Agreement

This Administrative Agreement (hereinafter “Agreement”) is executed this 1st day of August 2013 by TSA Consulting Group, Inc. (“TSA”) and East Penn School District (Plan Sponsor).

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

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

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

NOW THEREFORE, the parties agree as follows:

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

2.0 Responsibilities of TSA.
TSA will provide the recordkeeping and related plan administrative services, which services shall include the following:

2.1 Plan Documents: TSA will provide appropriate Plan Documents to the Plan Sponsor, for review and approval. These documents shall govern the plan(s).

2.2 Meaningful Notice: TSA will assist the Plan Sponsor in developing and distributing employee communications material including specific information on eligibility and enrollment procedures. These communications shall be developed and distributed at least once each calendar year.

2.3 Forms and Procedures: TSA will develop standardized administrative forms for use by the Plan Sponsor and participants for the purposes of enrollment and asset transactions under the Plan(s).

2.4 Participant Records: TSA will establish and maintain a record for each participant reflecting the date, amount and type of each transaction in the participant’s account based on information provided to TSA from the Plan Sponsor, employees and product providers. Records maintained by TSA shall include all information necessary to comply with applicable regulations, rulings and procedures established by the Internal Revenue Service for the plan types indicated herein. The Plan Sponsor will determine eligibility requirements for employees and TSA shall be entitled to rely on the Plan Sponsor’s eligibility determinations.

2.5 Participant Inquiries: TSA will provide adequate access to participants regarding their records and transactions recorded by TSA. Access shall include, at a minimum, customer service representatives during normal business hours to assist participants with information and transactions under the Plan(s).

2.6 Aggregation of Data: TSA will assist the Plan Sponsor with the development and execution of agreements between the Plan Sponsor and each investment product provider under the Plan(s) regarding the sharing and aggregation of participant data necessary to facilitate recordkeeping and administration duties for the Plan(s). TSA will exercise its best efforts to cooperate with each provider that maintains participant accounts under the Plan(s) that are subject to the recordkeeping requirements of applicable Internal Revenue Service regulations, rulings and procedures.

2.7 Plan Sponsor Reports: TSA will prepare Plan reports as necessary for the Plan Sponsor including, yet not limited to, contribution auditing and excess contribution corrections.

2.8 Technical Assistance: TSA will provide technical and consulting assistance to the Plan Sponsor upon request and under terms mutually agreeable between TSA and the Plan Sponsor.

2.9 Other Assistance: TSA will provide other assistance to the Plan Sponsor upon mutual agreement between both parties.
3.0 Responsibilities of the Plan Sponsor. Plan Sponsor acknowledges that it is responsible for the following:
3.1 Plan and Participant Data: Plan Sponsor will provide all necessary plan and participant data required by TSA to accomplish proper plan administration duties including, yet not limited to, plan documents, policies and procedures, contribution history and all other data as may be reasonably requested by TSA.
3.2 Fee Billing and Payment: Plan Sponsor agrees that TSA will charge fees for its services in accordance with the Plan Administration Fee Schedule below. The fee schedule shall remain in effect for a term identical to the term of the Plan Administration Agreement in effect between TSA and the Plan Sponsor, under which TSA is providing recordkeeping services. Any changes to the fee schedule will subject to mutual agreement between TSA and the Plan Sponsor and require notice of at least sixty (60) days prior to the change effective date.

4.0 Miscellaneous.
4.1 Termination: Plan Sponsor or TSA may terminate this agreement at any time upon sixty (60) days prior written notice to the other party. TSA agrees to deliver to the Plan Sponsor or its designee, all records reasonably necessary for the continuing recordkeeping of the Plan.
4.2 Notices: Notices or other communications given pursuant to this agreement shall be hand delivered, mailed by first class mail service, addressed as follows, or as changed by notice:

   a) To TSA: TSA Consulting Group, Inc.
   15 Yacht Club Drive NE
   Fort Walton Beach, FL 32548

   b) To Plan Sponsor: East Penn School District
   800 Pine Street
   Emmaus, PA 18049

4.3 Entire Agreement; Supplements and Amendments. This agreement generally constitutes the entire agreement between the parties, merging all prior presentations, discussions and negotiations. It may be modified by additional letter or other written agreements executed by each party contemporaneously with this agreement, which may modify its provisions or meanings. It may be further supplemented, but not modified, by TSA from time to time with written procedures that provide a description of the ordinary processes for the parties to fulfill their obligations hereunder, which shall not exclude extraordinary processing in appropriate situations that produces comparable results. Finally, this agreement may be amended at any time, but only by written agreement signed by all parties hereto.

4.4 Assignment: Some or all of the rights and duties of TSA hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of TSA may be performed by others under subcontract, without the release of TSA for responsibility for such services. Otherwise, no party may assign this agreement nor any rights or duties hereunder without the prior written consent of the other party.

4.5 Governing Law: Except to the extent governed by federal law, this agreement shall be governed by and construed according to the laws of the state where Plan Sponsor’s principal office resides.
PLAN ADMINISTRATION FEE SCHEDULE

Plan Sponsor hereby agrees that TSA, in remuneration for administrative and recordkeeping services for the Plan(s) indicated in the Administrative Services Agreement dated August 1, 2013 shall be entitled to collect the following fees from the Plan Sponsor and/or each authorized investment product provider under the plan:

PLAN SPONSOR FEES:

Plan Sponsor fees are designated in the above referenced Administrative Services Agreement between Plan Sponsor and TSA.

INVESTMENT PRODUCT PROVIDER FEES:

Recordkeeping – (Per Participant * Account) $0.00 per year billed monthly

Estimated Billing Effective Date**: September 1, 2013

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

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

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

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

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

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

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

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

PLAN SPONSOR:

EAST PENN SCHOOL DISTRICT

By: __________________________________________

Title: ________________________________________

Execution Date: ________________________________

ADMINISTRATOR:

TSA CONSULTING GROUP, INC.

By: __________________________________________

Title: VP, Chief Operations Officer
EXHIBIT A-3       EPARS Subscription Agreement - Section 1

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

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

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

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

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

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

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

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

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

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

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

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

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

   a) Licensee is obligated to abide by the EPARS Adoption Agreement provisions selected by the Licensee during the term of the Subscription Agreement.

   b) The Licensee acknowledges that the provisions of the Adoption Agreement must be congruent with the policies and guidelines established for the employee benefit programs supported by EPARS.

   c) The Licensee acknowledges the role and responsibilities of TSA Consulting Group to install and maintain the EPARS software for the Licensee and the need for the Licensee to communicate changes regarding Authorized Provider Companies or bank relationships to TSA Consulting Group on a timely basis.

   d) The Licensee acknowledges the need to communicate with both TSA Consulting Group and Authorized Provider Companies regarding the resolution of errors or omissions that may occur during the Licensee’s preparation and submission of Employee and Participant Data or the application of the Employer and Participant Data by the Authorized Provider Company.

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

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

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

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

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

Wells Fargo, N. A.
Treasury Services Department
225 Water Street, 2nd Floor FL 0120
Jacksonville, FL 32202

9. **Restrictions** Licensee shall not directly, or permit others to: (i) disassemble, decompile or otherwise derive source code from the Licensed Software; (ii) reverse engineer the Licensed Software or the services; (iii) copy the Licensed Software; (iv) use the Licensed Software or services in any manner that infringes the intellectual property or other rights of another party; or (v) transfer the Licensed Software or any copy thereof or access to the Services to another party without the express prior written consent of TSA Consulting Group.

10. **Term and Termination** This Agreement is effective upon the Licensee’s assent to its terms and conditions and shall continue for the period agreed upon by the Licensee and TSA Consulting Group. This Agreement may be modified, amended only by a written amendment signed by both parties hereto. This Agreement may be terminated, without cause, by either party upon 60 days written notice to the other party. No modification, amendment, or termination of this Agreement shall affect the liability of either party incurred prior to such event.

11. **Assignment** Some or all of the rights and duties of TSA hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of TSA may be performed by others under subcontract, without the release of TSA for responsibility for such services. Otherwise, no party may assign this agreement nor any rights or duties hereunder without the prior written consent of the other party.

12. **Confidentiality** All data processed through ePARS is considered confidential, including, without limitation, the information pertaining to the Licensed Software. The Licensee and TSA Consulting Group agree to hold all data and information in confidence both during the term of this Agreement and thereafter. The parties further agree, unless required by law, not to make data or information available in any form to any third party for any purpose other than the implementation of this Agreement.

13. **Survival** If any provision of this agreement shall be held or declared to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provisions shall not affect any other provision of this agreement, and the remainder of this agreement shall continue in full force and effect as though such provisions had not been contained in this agreement. If the scope of any provision in this agreement is found to be too broad to permit enforcement of such provision to its fullest extent, the parties consent to judicial modification of such provision and enforcement to the maximum extent permitted by law. Any provisions of this Agreement that contemplate their continuing effectiveness, including, without limitation, Sections 4, 6, 7, 8, 9 and 11 shall survive any termination of this Agreement.
EXHIBIT A-3.1  EPARS Subscription Adoption Agreement – Section II

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

I. Licensee:
   Name:  East Penn School District
   Address: 800 Pine Street, Emmaus, PA 18049

EPARS Guidelines:

A. Transmission of Employer and Participant Data

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

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

Contribution Remittance/ Funds Transmittal Requirements

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

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

☒ Plan Sponsor elects to implement EPARS
☐ Plan Sponsor elects to postpone implementation of EPARS indefinitely.

EAST PENN SCHOOL DISTRICT

By: ____________________________________________

Name: __________________________________________

Title: ___________________________________________

Date: ___________________________________________
EXHIBIT B

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

1. All available data necessary to complete the services provided by TSA as outlined in Exhibits A-1, A-2, A-2.1, A-3 and A-3.1. Such data shall include, yet not be limited to, Plan Sponsor policies and procedures regarding all qualified plans offered by the Plan Sponsor, participating vendor information, employee data pertinent to MAC calculations to the extent possible for current and prior years’ service, and all additional information deemed necessary to complete the scope of work as defined by the Agreement. Data required for MAC calculations shall be supplied electronically by the Plan Sponsor in a format mutually agreed upon by both parties to the Agreement.

2. Distribution of all employee and worksite materials on a timely basis

3. All other appropriate, commonly accepted, efforts necessary to develop and maintain compliance with existing or amended Internal Revenue Codes regarding the retirement plans offered by the Plan Sponsor.

4. The Plan Sponsor shall require all providers of investment products and services to the retirement plans to cooperate with TSA by providing any information needed to complete the terms of this Agreement.

5. The Plan Sponsor shall instruct staff to cooperate fully with TSA regarding the compliance review and in obtaining all necessary information for TSA to complete the duties described in this Agreement. The Plan Sponsor realizes that any delay in providing data and information to TSA may impede completion of services as described in this Agreement.
EXHIBIT C

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

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

Comprehensive Program - The Compliance Edge®
Total Cost of basic services

- All services described in Exhibit A of this contract-

$2.00 per month, per contributing participant, billed monthly to the Plan Sponsor

Number of contributing participants will be determined monthly by the most recent data furnished to TSA Consulting Group, Inc. by the Plan Sponsor.

All services shall be billed monthly beginning September 1, 2013 at the equivalent rates shown above. Fees described above are based on total number of employees for this employer. Rates for larger or smaller groups may vary according to current published rate schedules established by TSACG.

EAST PENN SCHOOL DISTRICT

By: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

TSA CONSULTING GROUP, INC.

By: ________________________________

Name: Janet Williamson

Title: VP, Chief Operations Officer

Date: ________________________________
### Fund Accounting Check Summary

**CF-2010 GOB SERIES A - From 08/13/2013 To 08/26/2013**

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33-2010 SERIES A.  
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Grand Total Regular Checks : 3,147.99  
Grand Total Direct Deposits: 0.00  
Grand Total Credit Card Payments: 0.00  
Grand Total All Checks : 3,147.99

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### Fund Accounting Check Summary

**CAPITAL RESERVE - From 08/13/2013 To 08/26/2013**

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32-CAPITAL RESERVE FUND  
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Grand Total Regular Checks : 44,568.00  
Grand Total Direct Deposits: 0.00  
Grand Total Credit Card Payments: 0.00  
Grand Total All Checks : 44,568.00
# Fund Accounting Check Summary

**FIRST NIAGARA-GENPUN** - From 07/01/2013 To 06/30/2014

Note: Output selection limited to transactions dated between 08/13/2013 and 08/26/2013

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* Denotes Non-Negotiable Transaction

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

08/22/2013 08:38:33 AM  EAST PENN SCHOOL DISTRICT  Page 1
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* Denotes Non-Negotiable Transaction
P - Prenote
d - Direct Deposit
C - Credit Card Payment

# - Payables within Check
08/22/2013 08:38:33 AM

EAST PENN SCHOOL DISTRICT Page 2
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* Denotes Non-Negotiable Transaction
### Fund Accounting Check Summary

**FIRST NIAGARA-GENPUN - From 07/01/2013 To 06/30/2014**

Note: Output selection limited to transactions dated between 08/13/2013 and 08/26/2013

<table>
<thead>
<tr>
<th>Check #</th>
<th>Vendor Name</th>
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<th>Check Amount</th>
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<td>SOCIAL SECURITY</td>
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**10 - GENERAL FUND**

Grand Total Manual Checks : 1,559,245.04

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

**FIRST NIAGARA-GENFUN - From 07/01/2013 To 06/30/2014**

Note: Output selection limited to transactions dated between 08/13/2013 and 08/26/2013

<table>
<thead>
<tr>
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<th>Description Of Purchase</th>
<th>Description Of Purchase</th>
<th>Check Amount</th>
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</thead>
<tbody>
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* Denotes Non-Negotiable Transaction

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

08/22/2013 08:38:34 AM

EAST PENN SCHOOL DISTRICT  
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