EAST PENN SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS

MINUTES

July 9, 2018
Regular Board Meeting

Board Room
800 Pine Street
Emmaus, PA 18049

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

Mission Statement: The East Penn School District will provide a learning environment in which students become effective problem solvers, collaborators, critical thinkers, and communicators.
BOARD OF SCHOOL DIRECTORS
EAST PENN SCHOOL DISTRICT

MINUTES OF THE
JULY 9, 2018 BOARD MEETING
BOARD ROOM – ADMINISTRATION BUILDING

Board Members Present: C. Allen, K. Bacher, A. Bowman, A. Byrd, P. Champagne, S. Flanders, A. Smith, Z. Munson

Board Member Absent: C. Ballard

Others Present: Marc S. Fisher, Esq., Worth, Magee & Fisher, Solicitor
Robert Saul, Treasurer
Janine Allen, Board Secretary
Kristen Campbell, Superintendent of Schools

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE
   ➢ President Bacher called the board meeting to order at 7:30 p.m., followed by the Pledge of Allegiance.

2. REQUESTS TO ADDRESS THE BOARD

   Name & Address                  Topic
   ➢ William Bassett – EHS Student Homophobia; April 27th videos at EHS
   ➢ Rev. Andrew Damick
      172 Harrison Street, Emmaus, PA, 18049 Videos shown on April 27th to high school student
   ➢ Lynn Donches
      559 Minor Street, Emmaus, PA, 18049 body from the Gay Straight Alliance Group
   ➢ John Donches
      559 Minor Street, Emmaus, PA, 18049 Videotaping of board meetings
   ➢ Michelle Blagbrough
      4481 Treeline Circle, Allentown, PA, 18103 Parental rights issue
   ➢ Aidan Levinson - EHS Student LGBTQ videos in April

3. APPROVAL OF MINUTES

   Motion by Bowman, Seconded by Champagne
   RESOLVED, That the Board of School Directors of East Penn SD approve the minutes of the June 25, 2018
   Regular Board Meeting.

   This resolution to approve the minutes was unanimously adopted by voice vote.
4. PRESENTATION

a. Communities In Schools
   > Dr. Linda Pekarik, Director of Special Education, along with Tammy Patterson, CIS Coordinator at EHS and Jennifer Carolla, Counseling Department Chair, presented the Communities In Schools partnership with EHS. They focused on the progress made with the collaborative team approach in support of at-risk students. Dr. Pekarik pointed out that the costs have decreased since contracting with CIS and she attributed some of this reduction to the implementation of CIS supports. During their presentation, the team explained the flow of the CIS Integrated Student Supports model which encompasses needs assessment, planning, integrated student supports, monitoring and adjusting, and evaluation of students. Ms. Patterson provided an overview of CIS and shared her role and responsibilities as a Site Coordinator. Ms. Carolla provided an explanation of the crisis log data and the needs assessment. She emphasized the need to continue and potentially expand this program.
   > Following the presentation, board members provided their comments and posed their questions.
   > In closing, the Superintendent thanked the committee for their presentation and commended Tammy Patterson for her involvement and support. Dr. Bacher acknowledged the progress that has been made in their first year.

5. REPORT OF THE SUPERINTENDENT OF SCHOOLS

> Mrs. Kristen Campbell extended her appreciation to the school community for their support during her transition from her former position as Assistant Superintendent to Superintendent. She updated the board and community on the implementation of full-day kindergarten for the 2018-19 school year. She provided a summary of the time line of activities and noted that all full-day kindergarten positions are filled, many being filled with existing EPSD teachers. She thanked the committee of dedicated teachers and administrators.

> Mrs. Campbell commented on the ESY programs currently being run at the elementary, middle and high school levels. These programs run from July 2nd through August 2nd servicing 240 students allowing them to work toward their IEP goals. She recognized the collaborative efforts of teachers, administration, transportation office, and Special Education department for making this program a success for our students.

6. PERSONNEL

Motion by Munson, Seconded by Smith
RESOLVED, That the Board of School Directors of East Penn SD approve the following personnel items, including the addendum to sections d. & n., as recommended by the Superintendent:

a. Resignation(s) (Exhibit #1)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Building</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jena Gardner</td>
<td>Grade 6 Teacher</td>
<td>LMMS</td>
<td>6/27/18</td>
</tr>
<tr>
<td>Marc Zimmerman</td>
<td>Assistant Director of Athletics &amp; Activities</td>
<td>EHS</td>
<td>8/24/18 or sooner if possible</td>
</tr>
</tbody>
</table>
### b. Retirement(s) (Exhibit #2)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Building</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dale DeLong</td>
<td>Staff Assistant</td>
<td>EHS</td>
<td>7/2/18</td>
</tr>
</tbody>
</table>

### c. Retirement(s) per Board Policy 350.1 - Retention Incentive Program (Exhibit #3)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Building</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Denise Torma</td>
<td>Assistant Superintendent</td>
<td>Administration</td>
<td>9/28/18</td>
</tr>
</tbody>
</table>

### d. Temporary Professional Employee Appointment(s)

| Name: Jacqueline McMullen<br>Education Level: B.A. Degree<br>Undergraduate School: Misericordia University<br>Assignment: Mathematics – EHS<br>Certification: Instructional I: Mathematics 7-12; English 7-12<br>Experience: Mar. 2017– May 2018: North Schuylkill SD; Mathematics Teacher Aug. 2016 – Mar. 2017: Northwestern Lehigh SD; LTS - Mathematics<br>Salary: $53,134; Year 2; B<br>Effective: August 20, 2018 |

| Name: Caitlin Ross<br>Education Level: B.A. Degree; M.Ed. Degree<br>Undergraduate School: West Chester University<br>Graduate School: Cedar Crest College<br>Assignment: ESL Teacher – Willow Lane ES<br>Certification: Instructional I: Spanish PK-12; Program Specialist ESL PK-12<br>Experience: None<br>Salary: $61,794; Year 1; M<br>Effective: August 20, 2018 |

| Name: Emily Schwartz<br>Education Level: B.S. Ed. Degree; M. Ed. Degree<br>Undergraduate School: Bloomsburg University<br>Graduate School: Cabrini University<br>Assignment: Special Education Teacher (Autistic Support) – EHS<br>Certification: Instructional II: Reading Specialist PK-12; Elementary K-6; Special Education N-12; Mid-Level English<br>Experience: Feb. 2012 – April 2018: Carbon Lehigh IU; Special Education Teacher Sept. 2009 – June 2010: Central Susquehanna IU; Special Education Teacher<br>Salary: $66,682; Year 8; M<br>Effective: August 20, 2018 |
Barbara Vergamini
B.S. Ed. Degree
Kutztown University
Special Education Teacher (Autistic Support) – EHS
(resignation of K. Oleksza)
Instructional I: Mentally and/or Physically Handicapped K-12; Elementary K-6
Aug. 2017 – June 2018: East Penn SD; FTS – Special Education Teacher
Aug. 1999 – Sept. 2003: Souderton Area SD; Special Education Teacher
Salary: $54,414; Year 5; B
Effective: August 20, 2018

Marissa Weidner
B.S. Degree
Kutztown University
Learning Support Teacher – Lincoln ES
(resignation of M. Long)
Instructional I: Grades PK-4; Special Education PK-8
Jan. 2017 – June 2017: East Penn SD; FTS – Elementary Teacher
Dec. 2015 – June 2016: East Penn SD; FTS – Elementary Teacher
Salary: $53,561; Year 3; B
Effective: August 20, 2018

Kevin Ruppert
B.S. Degree; M.Ed. Degree
Kutztown University
Kutztown University
Science Teacher - EHS
(CPDL–K. Donnelly)
Instructional I: Mathematics 7-12; Physics 7-12
None
Salary: $52,708; Year 1; B
Effective: August 20, 2018

Lisa Fritz
Grade 5 – Alburtis ES
To: 2018-2019 Position
Grade 3 – Lincoln ES
Jennifer Reinert
Special Education – LMMS
Grade 6 - LMMS

Alex Waite
2nd shift Mon.-Fri. – LMMS
2nd shift Tues.-Fri., 1st Shift Sat. – LMMS
(transfer of P. Blankenbiller)
Effective Date 8/14/18
### h. Food Service Support Staff Transfer of Assignment(s)

<table>
<thead>
<tr>
<th>Name</th>
<th>From</th>
<th>To</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nicole Fegley</td>
<td>Shoemaker ES</td>
<td>Jefferson ES</td>
<td>8/22/18</td>
</tr>
<tr>
<td></td>
<td>21.25 hrs/wk</td>
<td>23.75 hrs/wk</td>
<td></td>
</tr>
</tbody>
</table>

*Note: (transfer of B. Reinhart)*

### i. Physician Practices for the 2018-2019 School Year

(Rate of reimbursement: $75.00 per hour for school physicals)

East Penn Medical (with associated physicians)
723 Chestnut Street
Emmaus, PA 18049

### j. School Dentists for the 2018-2019 School Year

(Rate of reimbursement: $5.00 per exam)

- **Dr. Allen Crawford**
  530 East Main Street
  Macungie, PA 18062

- **Dr. Donald Rother**
  3251 Route 100
  Macungie, PA 18062

- **Dr. Jason Pellegrino**
  5920 Hamilton Boulevard
  Suite 101
  Wescosville, PA 18106

- **Dr. Timothy Wright**
  242 Main Street
  Emmaus, PA 18049

### k. Summer Facilities Program Employees

The following are qualified applicants to be hired on an as needed temporary basis in the Facilities Program during the summer months at the rate of pay set for their assigned classifications as of July 10, 2018.

**New Employees/Possible Alternates - $7.55/hour:**

- Daniel Mugambi

### l. Act 93 Administrative Compensation Plan Agreement

RESOLVED, That the Board of School Directors of East Penn SD approve the Administrative Compensation Plan agreement with the Act 93 members effective July 1, 2018 - June 30, 2021, as per Exhibit #4.
m. **2018-2019 Act 93 Salaries - Effective July 1, 2018** (Exhibit #5)

n. **Professional Employee Appointment(s)**

<table>
<thead>
<tr>
<th>Name</th>
<th>Timothy Murphy</th>
<th>B.A. Degree; M.Ed. Degree</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education Level</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Undergraduate School</td>
<td>Moravian College</td>
<td></td>
</tr>
<tr>
<td>Graduate School</td>
<td>Lehigh University</td>
<td></td>
</tr>
<tr>
<td>Assignment</td>
<td>Instructional Support Teacher – Willow Lane ES</td>
<td></td>
</tr>
<tr>
<td>Certification</td>
<td>Instructional II: Elementary K-6; Special Ed. PK-12</td>
<td>Administration 1: Principal PK-12</td>
</tr>
<tr>
<td>Experience</td>
<td>Aug. 2017 – Present: Pennridge SD; Special Education Teacher</td>
<td></td>
</tr>
<tr>
<td>Salary</td>
<td>$66,341; Year 4; M+24</td>
<td></td>
</tr>
<tr>
<td>Effective</td>
<td>August 20, 2018</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Dylan Peters</th>
<th>B.S. Degree; M.S. Degree</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education Level</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Undergraduate School</td>
<td>Kutztown University</td>
<td></td>
</tr>
<tr>
<td>Graduate School</td>
<td>Wilkes University</td>
<td></td>
</tr>
<tr>
<td>Assignment</td>
<td>Technology Integration Specialist - District</td>
<td></td>
</tr>
<tr>
<td>Certification</td>
<td>Instructional II: Elementary K-6</td>
<td></td>
</tr>
<tr>
<td>Experience</td>
<td>July 2010 – Present: Tamaqua Area SD; Elementary Teacher</td>
<td></td>
</tr>
<tr>
<td>Salary</td>
<td>$69,011; Year 9; M</td>
<td></td>
</tr>
<tr>
<td>Effective</td>
<td>August 20, 2018</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Shannon Petrunak</th>
<th>B.A. Degree; M.A. Degree; M.S. Degree</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education Level</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Undergraduate School</td>
<td>Robert Morris University</td>
<td>English Teacher – EHS</td>
</tr>
<tr>
<td>Graduate School</td>
<td>Indiana University of Pennsylvania</td>
<td></td>
</tr>
<tr>
<td>Assignment</td>
<td>(resignation of J. Zarnas)</td>
<td></td>
</tr>
<tr>
<td>Certification</td>
<td>Instructional II: English 7-12</td>
<td></td>
</tr>
<tr>
<td>Experience</td>
<td>Jan. 2016 – April 2018: Forest Hills SD; English Teacher</td>
<td></td>
</tr>
<tr>
<td></td>
<td>July 2006 – Sept. 2015: East Penn SD; English Teacher</td>
<td></td>
</tr>
<tr>
<td>Salary</td>
<td>$78,571; Year 11; M+36</td>
<td></td>
</tr>
<tr>
<td>Effective</td>
<td>August 20, 2018</td>
<td></td>
</tr>
</tbody>
</table>
o. **General Leave of Absence(s) per CBA**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Building</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Erin Budinas</td>
<td>Special Ed. Teacher</td>
<td>EHS</td>
<td>9/6/18 – beginning of the 2019-2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>school year</td>
</tr>
</tbody>
</table>

This resolution was duly adopted by the following roll call vote:

Aye: Allen, Bacher, Bowman, Byrd, Champagne, Flanders, Munson Smith – 8
Absent: Ballard - 1

- Mrs. Campbell recognized two administrators who will be leaving the district in the near future. She wished Mr. Marc Zimmerman, Asst. Athletic Director, continued success as the Director of Athletics in the Southern Lehigh School District. She also recognized Dr. Denise Torma for her 27 years of dedicated service in the district and praised her for her accomplishments in the various capacities she has served while in the district. Mrs. Campbell wished Dr. Torma continued health, happiness and success in her retirement.

7. **BUSINESS OPERATIONS**

**Motion** to vote on items a. through c. together was made by Bowman, Seconded by Champagne.

a. **Approval of the Bill List**

RESOLVED, That the Board of School Directors of East Penn SD approve the attached bill list and that the Treasurer be authorized to issue checks and vouchers in the amounts indicated, as per Exhibit #6.

b. **Disbursement of Funds**

RESOLVED, That the Board of School Directors of East Penn SD authorize the expenditure of funds from the Capital Reserve Fund, as per Exhibit #7.

c. **PDE Electronic Signature Privilege – e-Grants Resolution**

RESOLVED, That the Board of School Directors of East Penn SD authorizes the Superintendent, Kristen Campbell, to sign any and all contracts, agreements, grants and/or licenses with the Pennsylvania Department of Education; consenting to the use of electronic signatures by the Superintendent, as per Exhibit #8.

This resolution was duly adopted by the following roll call vote:

Aye: Allen, Bacher, Bowman, Byrd, Champagne, Flanders, Munson Smith – 8
Absent: Ballard - 1

*d.* **Contracts/Agreements**

- Dr. Bacher pointed out a few typographical errors in the CIS contract. Specifically, on page 3, paragraph VI, the word “thirty” should be “sixty”; under paragraph VIII, the word “hall” should be shall and correction was made to the current superintendent’s name.
**Motion** by Champagne, Seconded by Smith

RESOLVED, That the Board of School Directors of East Penn SD approve the following contracts/agreements with corrections, as per Exhibit #9 through #13:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Type of Contract/Agreement</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communities In Schools of the Lehigh Valley</td>
<td>Integrated Student Supports Contract</td>
<td>$87,444.00</td>
</tr>
</tbody>
</table>

- Ms. Bowman requested the term “at-risk”, as referenced in the CIS agreement, be defined. CIS defined “at-risk” as students who present with behavior, attendance and academic challenges which could be tied into one of many risk factors. The more risk factors the student has, the more the student is “at-risk” of dropping out of school. Solicitor Fisher recommended keeping the language as is stating it is better to be more inclusive rather than less inclusive.

- Mr. Champagne requested that the CIS Integrated Student Supports model, as referenced on page 1, paragraph 1. of the agreement, be added as an appendix to the agreement.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Type of Contract/Agreement</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hogan Learning Academy LLC</td>
<td>Tuition Agreement</td>
<td>$395/day</td>
</tr>
<tr>
<td></td>
<td>Educational Services (Student #1)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2018 Extended School Year</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Type of Contract/Agreement</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hogan Learning Academy LLC</td>
<td>Tuition Agreement</td>
<td>$400/day</td>
</tr>
<tr>
<td></td>
<td>Educational Services (Student #1)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2018-2019 School Year</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Type of Contract/Agreement</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hogan Learning Academy LLC</td>
<td>Tuition Agreement</td>
<td>$400/day</td>
</tr>
<tr>
<td></td>
<td>Educational Services (Student #2)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2018-2019 School Year</td>
<td></td>
</tr>
</tbody>
</table>

- Ms. Bowman and Dr. Munson both expressed their opinions regarding the cost of the Hogan Learning Academy asking if there were things the district could do to mitigate these costs. Mrs. Campbell confirmed this is a specialized program not offered at East Penn and Dr. Pekarik added that Hogan Learning Academy is a center based program for autistic students. She pointed out their costs are comparable to what the district pays the IU and that the special education department expends everything possible prior to seeking out other resources. Dr. Pekarik agreed to provide the cost per year for the entire program, as requested by Dr. Munson.

- Dr. Munson expressed his concern of the lack of language within the body of the contract with regard to the provider’s responsibilities and compliance. Dr. Pekarik explained the district is the LEA (local education agency) for these students, therefore responsible for the student’s IEP. Through a monitoring process, the district ensures the organization is implementing the IEP with fidelity.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Type of Contract/Agreement</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Becky Fedio</td>
<td>American Sign Language Tutoring Service Contract</td>
<td>$40/hr</td>
</tr>
<tr>
<td></td>
<td>2018-2019 School Year</td>
<td></td>
</tr>
</tbody>
</table>
6) **Vendor**
Community Services for Children, Inc.

**Type of Contract/Agreement**
Pre-K Counts Program – Alburtis ES

**Amount**
2018 – 2019 School Year

7) **Vendor**
PSBA

**Type of Contract/Agreement**
Custom Policy Maintenance Service Contract

**Amount**
$750.00

2018-2019 School Year

Following the discussion on the motion, Mr. Champagne and Mr. Smith agreed to a friendly amendment to place the CIS Integrated Student Supports model, as presented during the presentation, as an appendix to the CIS agreement.

These resolutions were duly adopted by the following roll call vote:

Aye: Allen, Bacher, Bowman, Byrd, Champagne, Flanders, Munson Smith – 8
Absent: Ballard - 1

8. **CURRICULUM**

a. **Educational Conferences**

*Motion* by Munson, Seconded by Flanders
RESOLVED, That the Board of School Directors of East Penn SD approve the estimated expenses for the individuals attending educational conferences, as per Exhibit #16.

This resolution was duly adopted by the following roll call vote:

Aye: Allen, Bacher, Bowman, Byrd, Champagne, Flanders, Munson Smith – 8
Absent: Ballard - 1

9. **POLICY**

a. **Board Policy Review**

*First Reading – Update of Current Policies (Exhibit #17)*

- Administration reviewed language being recommended to be added, revised or deleted as a result of the board members input and administration recommendations. Administration provided rationale for their recommendations.
- During the discussion and review of the policies, the board shared their opinions, asked questions, requested clarification and provided additional recommendations pertaining to these policies.
- Administration was directed to review this information and consult with the board solicitor, where needed, to produce recommendation for a second reading of these policies.

10. **OTHER EDUCATIONAL ENTITIES**

a. **Lehigh Career & Technical Institute – Report**

*JOC Members:* Mr. Byrd, Mr. Champagne, Mr. Flanders, Mr. Smith
- Mr. Champagne reported that during the June 27th JOC meeting, there was an end of year recognition ceremony for key employees and retirees. JOC members were provided with an update on the welding lab and questions were raised regarding the associated costs. With the recent passed budget, LCTI will be receiving an additional $300,000 above budget in their subsidy. The Perkins Program, which will assist in funding many of their programs, was approved and signed into law.

11. OTHER ITEMS

➢ Dr. Bacher announced item is WITHDRAWN.

a. Executive Session Request—Proposed by Carol Allen

RESOLVED, That the Board of School Directors of East Penn SD approve a motion to have an Executive Session regarding personnel pertinent to testimony of parents about violation of the PA State Statute for “Parental Rights.” (PA School Code: Chapter 22 Section 4.4).

12. LEGISLATIVE

➢ There was no report.

13. ANNOUNCEMENTS

➢ Executive Session was held on Monday, July 9, 2018 at 7:00 p.m. to discuss negotiations and litigation.

➢ Next Board Meeting is scheduled for Monday, August 13, 2018 at 7:30 p.m.

14. ADJOURN

➢ There being no further business to come before the Board, Motion to adjourn was made by Munson, Seconded by Smith at 9:43 p.m.

Respectfully submitted,

Janine L. Allen
Board Secretary
East Penn School District
EXHIBITS

July 9, 2018
June 27, 2018

Mrs. Jessica Afflerbach
EP SD Human Resources
800 Pine Street
Emmaus, PA 18049

Dear Mrs. Afflerbach,

Please accept this letter as notification that I will not be returning to my 6th grade teaching position at Lower Macungie Middle School for the 2018-2019 school year. My husband has accepted a new position that requires us to relocate this summer.

As I expressed to Mrs. Vincent, I am grateful to have had the opportunity to serve the students and families of the East Penn School District for the past eleven years. As a teacher and parent in the district it is with regret that we leave this area and this district. I appreciate the opportunities the district has given me to work with great educators, families, and students.

If I can be of further assistance, please do not hesitate to contact me. Thank you for your support during this time of transition.

Sincerely,

Jena A. Gardner
June 26, 2018

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

Dr. Schilder:

Please consider this my formal letter of resignation from my current position as Assistant Director of Athletics and Activities at Emmaus High School. Last night, June 25th, 2018, I was approved as the new Director of Athletics at Southern Lehigh High School. I would like to thank you and the School Board for the opportunity to grow as a professional and work within a great school community. Best of luck in future endeavors.

Sincerely,

Marc Zimmerman
Dear Jessica,

Please accept this letter as my formal notice of retirement from my position of Staff Assistant (hall monitor) effective July 2, 2018.

I have appreciated working for the East Penn School District 16 years in food service and 14 years as a staff assistant. I will miss my co-workers and the kids but look forward to my next phase in life.

Sincerely,

Dale R. DeLong
June 29, 2018

Mrs. Kristen Campbell, Superintendent
Dr. Ken Bacher, President, Board of School Directors
East Penn School District
800 Pine Street
Emmaus, PA 18049

Dear Mrs. Campbell and Dr. Bacher:

Please accept this letter as my official notification of my intention to retire from the East Penn School District per Board Policy #350.1 Retention Incentive Program for Administrators effective September 29, 2018. My last day of employment will be September 28, 2018. I will use accrued vacation days and August 13, 2018 will be my last working day in the district.

Throughout my tenure in East Penn, I have had numerous opportunities to grow as a professional and as a person and am extremely grateful for everyone. I have always been proud to serve this school district.

The East Penn community is fortunate to have a school system with a Board supported by dedicated teachers, administrators, and staff that serves to best meet the needs of its children. I wish the Board and all who are committed to the district's students and families much success in the future.

Sincerely yours,

Denise M. Torma, Ed.D.
Assistant Superintendent

"Building Foundations for Lifetime Learning"
E.O.E.
Introduction

It is acknowledged that this plan addresses the major elements of compensation and that a sensitive balancing of these elements has been incorporated into it.

It is acknowledged that this plan serves the public's interest, particularly by its emphasis on rewarding meritorious performance.

It is acknowledged that key roles are performed by the School Board and the Superintendent in the management of the plan in a manner that promotes and maintains its integrity.

It is acknowledged that an accurate description of the plan is contained in Appendix A, that an accurate depiction of salary schedules is contained in Appendix B, and that an accurate listing of collateral benefits is contained in Appendix C. All appendices are to remain in effect from July 1, 2018 to June 30, 2021.
APPENDIX A

PLAN DESCRIPTION

I. Objectives of the Plan

A. To assure that all salaries fall within the established ranges for each position and are related to job performance.

B. To maintain salaries that are competitive with comparable school districts.

C. To maintain equitable interpositional salary relationships within the East Penn School District.

II. Responsibilities for Salary Administration

A. Board of School Directors

1. Have final authority to adopt all related policies and changes, to approve medians, and to ultimately set salaries based on the recommendations of the Superintendent.

2. Authorize the Superintendent to equitably distribute an amount of money annually determined to be the funding level for the upcoming school year.

B. Superintendent of Schools

1. Recommend for Board adoption any policies or changes related to the compensation plan.

2. Recommend for Board approval the amount of money to be allocated for salary increases.

3. Perform a thorough performance evaluation of each administrator using the district evaluation instrument and recommend individual salary adjustments based on the level of performance.
III. Compensation Related to Performance

A. Since the performance of individuals can vary, the compensation of individuals can also vary within salary ranges due to these differences in performance. However, in most cases an individual's salary will not exceed the maximum of the range unless due to a demotion or natural progression based on regular annual increases with multiple years of service in a position.

B. On recommendation of the Superintendent, the School Board annually approves the amount of money to be made available for salary adjustments. The funding level is determined by considering such factors as general economic conditions, salaries in comparable school districts and relationships to other contracted salaries.

C. In subsequent years, the funds will be applied by the Superintendent on the basis of meritorious performance as determined by the evaluation rating form. All salaries are subject to approval by the School Board, on or about June 30. Adherence to the basic concepts of this compensation plan is the criterion for approval.

D. A performance rating of unsatisfactory will warrant no salary increase for the subsequent school year.

E. Salaries are normally adjusted once annually, unless special circumstances arise which the School Board feels warrant some other arrangement. The Superintendent, for example, may recommend salary adjustment when a new administrator is hired at the minimum salary for a position and there is an existing administrator in the same job classification at a lower salary.

F. Employees new in a position will start at a salary consistent with their training and experience that will, in most instances, be between the minimum and the median of the range, but not less than the minimum salary of the range. All starting salaries will be approved by the Board based on the Superintendent’s recommendation.

G. Salaries for “acting” administrators are special cases and are handled on their own merits outside of this plan. A minimum of 5% of the median of the range for the acting position will be added to current salary.
IV. Competitive Salary Levels

A. The salary structure is reviewed annually. The Superintendent will recommend changes to the School Board who will approve necessary changes.

B. The salary range represents the fair value for each position.

V. Equitable Job Relationships

A. It is recognized that each position holds varying levels of accountability, technical know-how, span of control, public contact, and impact on children and freedom to act. Therefore, it is critically important to recognize these factors by maintaining appropriate differentiation in the salary ranges between and among the different job positions.

B. Newly created positions or substantial changes to any of the existing positions will require reevaluation at the time of the change.

C. Salary ranges must be formally reevaluated at least every four years to assure that they fairly represent the value of a competent performer in the position.

VI. Sabbatical and Compensated Professional Leaves

A. Salary determination for the leave year will be one-half salary during the school term, and days outside of the school term as approved by the Superintendent, plus full pay for any vacation days or days worked outside the school term. No vacation days may be taken during the school term (i.e., during the actual leave).

B. Vacation entitlement for the subsequent year will be 13 days with an additional five days of rollover, if requested.

C. Sick day entitlement for the subsequent year will be 8 days.

D. All insurances will remain as if the employee is at work and will be based on the July 1 salary.

E. Salary for the subsequent year will be determined by adding the standard increase to the previous year’s salary. In addition, the person on leave may elect to apply for up to 50% merit potential, subject to Board/MD approval.
VII. Appeal Process

Administrators who have questions or concerns about the final evaluation score or the process of evaluation shall have the opportunity to discuss their concerns with the Superintendent. The Superintendent shall make the final and binding decision. The district organization chart shall be followed in all cases of appeal.

VIII. Confidentiality

The results of the evaluation, including the final evaluation score, and descriptors and definitions explaining the score are part of the employee’s personnel file and are confidential.
APPENDIX B

SALARY RANGES

The following ranges will be in effect from July 1, 2018 to June 30, 2021:

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<td>$101,000</td>
<td>$102,500</td>
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<td>Supervisor (Special Ed)</td>
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<td>$90,000</td>
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The Board approved full funding of up to 5.0% of the Act 93 members’ 2017-18 and each successive years’ salaries, which is distributed based solely on performance determined by the Superintendent. This increase can be (a) added to the base pay and/or (b) awarded on a one-time basis for members who reach the maximum on the salary range. In addition, one-time merit can be awarded to any member whether or not the member has reached the maximum on the salary range. The one-time merit payments are funded through the full funding amount. For those members who exceed the range for their position, annual increases will be based upon the salary of the previous year and the recommendation of the Superintendent.

A pay for performance program funded at $15,000 will be continued in the 2018-2019, 2019-2020 and 2020-2021 years.

Distribution of the funds will be based on two items:

The first is that Act 93 members may submit a proposal to the Superintendent to receive a portion of these funds or the Superintendent may award an individual a portion of the funds based on meritorious service.

The second is based on a high ratio of administrator to professional member evaluations as called for under Act 82. These funds will be granted when the
caseload of professional member evaluations per building administrator exceeds 37.

In each case, the Superintendent will determine a fair amount for distribution to the individual Act 93 member. Payments from this fund will not be considered salary.
APPENDIX C

COLLATERAL BENEFITS

Vacation

Ten days, prorated, during first year of service. Fifteen days after one year of service. One additional day for each year of service, to a maximum of twenty days. If requested in writing, ten (10) vacation days may be carried over into the next year with the provision that at least five (5) days of those carried over must be used by September 1.

Insurances

1. Group term life insurance at thrice annual salary, rounded to highest $1000.

2. Hospitalization, dental, prescription drug ($10.00 deductible), major medical ($250/$500 deductible) to $1,000,000 for dependents, including students to age 25, mail order prescription drugs, and Managed Care/Pre-certification programs.

3. All members will be covered by the Preferred Provider Option 6 (PPO 6) medical insurance plan. The premium contribution for each employee shall be 8% of the annual premiums. This plan includes a $500 in network individual deductible; $1000 in network family deductible, 100% coinsurance, $20 office copay and $35 ER copay.

4. Disability insurance at 2/3 salary to age 65.

Leave Days

1. Twelve sick days annually and cumulative: an additional ten at 50% pay.

2. Personal and emergency days as approved by the Superintendent.


4. Bereavement leave: five days for immediate family; one day for near relative or friend.

5. Jury duty as per teacher contract.
Retention Incentive Program

1. All administrators employed by the district for at least five (5) years who qualify for retirement under provisions of the Public Employees Retirement System (PSERS) are eligible for the Retention Incentive Program (Policy 350.1). Upon receipt of a letter of resignation and application to PSERS for benefits at least ninety (90) days prior to the date of retirement, the administrator will be eligible for the following:
   a) individual medical/hospitalization benefits until age 65 or upon becoming eligible for government sponsored hospitalization.
   b) payment to a 403(b) account or a 457 account of 1% of final year salary for all years of service prior to age 50, 2% of final year salary for all years of service between age 50 and 54 and 3% of final year salary for all years of service, age 55 and above.
   c) the ability to purchase health care benefits for dependents.

2. All administrators who meet the requirements listed are eligible to participate in the Retention Incentive Program (Policy 350.1).

3. The school district shall make a non-elective employer contribution into a 403(b) account and/or a 457 account established by the employee with one of the authorized investment providers approved under the district’s 403(b)/457 Plan in an amount equal to the Retirement Incentive Program payment referenced in 1b above.

Other

1. An annual pool of funds for memberships and publications will be established equal to $350 per Act 93 member. This pool will be distributed among the members on an as-needed basis subject to review by the Superintendent.

2. Uncovered medical related expenses at $1500.00 annually for the employee and his/her immediate family that are included on district medical insurance. Receipts and Explanation of Benefits (EOB) must be submitted with reimbursement request.

3. Tuition reimbursement at 100% for coursework which is pre-approved and in the field of education.

Whenever an employee has received tuition reimbursement for coursework approved by the superintendent, the employee will have an obligation to repay to the School District fifty percent (50%) of the reimbursement that was paid if the employee terminates their employment with the School District within one (1) calendar year from
the date of completion of the course(s) or repay twenty-five percent (25%) of the reimbursement that was paid if terminating employment within two (2) calendar years from the date of completion of the coursework. For purposes of this provision, the employee's termination date shall be the last day of employment with the school district. Employees terminating their employment with the school district for the following reason shall be exempt from the preceding reimbursement requirements: Retirement though PSERS, dismissal or furlough by the School District, non-return to employment following childrearing or general leave of absence, and/or medical disability. Programs of study must be approved by the Superintendent before beginning the program. Subsequently, each course required for completion of the program must be approved before beginning that course. All courses must be completed with a passing grade in order to qualify for reimbursement from the school district.

4. Daily meal allowance maximum for approved conferences at $60.

5. An optional payment of $1800 included within the Section 125 Plan for non-inclusion in healthcare benefits if proof is provided of health care coverage by another entity.

6. Voluntary Section 125 benefits will be available for medical savings and childcare savings plans.

7. The district reserves the right to implement additional components of a voluntary Section 125 plan in the future.
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### Fund Accounting Check Summary

**KEY BANK-GENFUND - From 07/01/2017 To 06/30/2018**

**Note:** Output selection limited to transactions dated between 06/22/2018 and 06/30/2018

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* Denotes Non-Negotiable Transaction

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

**07/05/2018 10:19:17 AM**

**EAST PENN SCHOOL DISTRICT**

**Page 1**
## Fund Accounting Check Summary

**KEY BANK-GENFUND - From 07/01/2017 To 06/30/2018**

*Note: Output selection limited to transactions dated between 06/22/2018 and 06/30/2018*

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* Denotes Non-Negotiable Transaction

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

07/05/2018 10:19:17 AM  EAST PENN SCHOOL DISTRICT  Page 2
### Fund Accounting Check Summary

**KEY BANK-GENFUND - From 07/01/2017 To 06/30/2018**

Note: Output selection limited to transactions dated between 06/22/2018 and 06/30/2018

<table>
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* Denotes Non-Negotiable Transaction

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

**KEY BANK-GENFUND - From 07/01/2017 To 06/30/2018**

**Note:** Output selection limited to transactions dated between 06/22/2018 and 06/30/2018

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### 10-GENERAL FUND

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#### Total:

- Grand Total Manual Checks: 2,198,382.60
- Grand Total Regular Checks: 174,837.98
- Grand Total Direct Deposits: 39,462.01
- Grand Total Credit Card Payments: 0.00
- Grand Total All Checks: 2,412,682.59

* Denotes Non-Negotiable Transaction

# - Payables within Check

P - Prenote

d - Direct Deposit
c - Credit Card Payment

---

07/05/2018 10:19:18 AM  EAST PENN SCHOOL DISTRICT  Page 4
# Fund Accounting Check Summary

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

Note: Output selection limited to transactions dated between 06/30/2018 and 07/09/2018

<table>
<thead>
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<th>Description Of Purchase</th>
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* Denotes Non-Negotiable Transaction
# - Payables within Check
P - Prenote
d - Direct Deposit
c - Credit Card Payment

07/05/2018 10:07:15 AM
EAST PENN SCHOOL DISTRICT
# Fund Accounting Check Summary

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

Note: Output selection limited to transactions dated between 06/30/2018 and 07/09/2018

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

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

07/05/2018 10:07:15 AM  EAST PENN SCHOOL DISTRICT  Page 2
Fund Accounting Check Summary

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

Note: Output selection limited to transactions dated between 06/30/2018 and 07/09/2018

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<tr>
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<th>Description Of Purchase</th>
<th>Check Amount</th>
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<td>Grand Total Credit Card Payments:</td>
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<tr>
<td>Grand Total All Checks :</td>
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* Denotes Non-Negotiable Transaction

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

07/05/2018 10:07:15 AM

EAST PENN SCHOOL DISTRICT

Page 3
# Fund Accounting Check Summary

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

Note: Output selection limited to transactions dated between 07/01/2018 and 07/10/2018

<table>
<thead>
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**10-GENERAL FUND**

Grand Total Manual Checks : -4,192.50
Grand Total Regular Checks : 152,039.50
Grand Total Direct Deposits: 141,358.61
Grand Total Credit Card Payments: 0.00
Grand Total All Checks : 289,205.61

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

07/05/2018 11:02:10 AM
EAST PENN SCHOOL DISTRICT
Page 1
# Fund Accounting Check Summary

CAPITAL RESERVE - From 07/01/2018 To 06/30/2019

Note: Output selection limited to transactions dated between 06/12/2018 and 07/09/2018

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<tr>
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32-CAPITAL RESERVE FUND
- Grand Total Manual Checks : 0.00
- Grand Total Regular Checks : 46,485.00
- Grand Total Direct Deposits: 0.00
- Grand Total Credit Card Payments: 0.00
- Grand Total All Checks : 46,485.00

* Denotes Non-Negotiable Transaction
P - Prenote
d - Direct Deposit
c - Credit Card Payment

# - Payables within Check

07/02/2018 02:16:15 PM  
EAST PENN SCHOOL DISTRICT
RESOLUTION

BE IT RESOLVED, by authority of the Board of School Directors of the East Penn School District, and it is hereby resolved by authority of the same, that Kristen Campbell, who is the Superintendent of the above named body is authorized and directed to sign any and all contracts, agreements, grants and/or licenses (hereinafter collectively referred to as contract(s)) with the Pennsylvania Department of Education (Department); and

BE IT FURTHER RESOLVED, that the body consents to the use of electronic signatures by the above named individual and that no handwritten signature from the above named individual shall be required in order for any contract with the Department to be legally enforceable and that by affixing his/her electronic signature to an electronic file of the contract via the Department’s e-grants system, the above designated authorized individual shall have effectively executed and delivered the contract, binding the East Penn School District to comply with the terms of said contract; and

BE IT FURTHER RESOLVED, that no writing shall be required in order to make the contract valid and legally binding, provided that the Department and all other necessary Commonwealth approvers affix their signatures electronically and an electronically-printed copy of the Contract is e-mailed or is otherwise made available to the body by electronic means; and

BE IT FURTHER RESOLVED, that the body will not contest the due authorization, execution, delivery, validity or enforceability of the electronic Contract under the provisions of a statute of frauds or any other applicable law. The Contract, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form and the admissibility thereof shall not be contested under either the business records exception to the hearsay rule or the best evidence rule; and

BE IT FURTHER RESOLVED, that the body will notify the Department’s Bureau of Management Services promptly in the event that the above named individual is no longer authorized to execute agreements on behalf of the body electronically and that the Department shall be entitled to rely upon the above named officer’s authority to execute agreements electronically on behalf of the body until such notice is received by the Department’s Office of Chief Counsel.

ATTEST

Kenneth Bacher
President, Board of School Directors
East Penn School District

Janine L. Allen
Board Secretary
East Penn School District
I, Janine L. Allen, Secretary, of Board of School Directors of the East Penn School District, do certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of School Directors, held the 9th day of July, 2018.

Dated: ____________________________________________

Janine L. Allen, Board Secretary

TO BE EXECUTED BY AUTHORIZED OFFICER:

As the person authorized to sign on behalf of the above named body, I agree that I shall not provide any other person with my e-grants password or otherwise authorize any other individual to affix my electronic signature to any agreement with the Department.

Dated: ____________________________

Kristen Campbell, Superintendent
Integrated Student Supports Contract

July 1, 2018 – June 30, 2019

This Agreement, dated ______________, is between the East Penn School District, hereinafter referred to as the DISTRICT, with principal offices at 800 Pine Street, Emmaus, PA 18049 and Communities In Schools of the Lehigh Valley, Inc. (CISLV), hereinafter referred to as the PROVIDER, with principal offices at 1501 Lehigh Street, Suite 206, Allentown, PA 18103.

WHEREAS, the DISTRICT wishes to purchase and the PROVIDER wishes to furnish the services listed below.

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

I. The PROVIDER shall implement the Communities In Schools Integrated Student Supports model. The services provided in the school and community will be directed to meet the educational, social and behavioral needs of identified students considered at-risk. Services will include both the delivery of programs that are accessible to all students within the school and targeted interventions, including individual case management, tailored to specific student needs. Such services will be provided at Emmaus High School. One full time on-site Site Coordinator will be assigned to Emmaus High School to implement the model and deliver student supports.

II. The DISTRICT shall provide at no cost to PROVIDER:

A. Mutually agreeable office space for on-site staff within assigned district building

B. Internet connectivity

C. Copier and facsimile access

D. A telephone

E. Access to East Penn School District Trainings as appropriate for designated CISLV Staff and in coordination with District Administration

F. Access to school district student information through a district liaison for grant reporting requirements and student monitoring. The PROVIDER liaison will be the organizations manager of research & evaluation.

G. Release of staff quarterly for 2 hours to participate in CISLV related staff development & staff meetings
The DISTRICT shall pay the PROVIDER a total of $87,444.00 for services. The DISTRICT shall pay the PROVIDER a monthly fixed rate of $7,287.00. This payment arrangement shall continue for a twelve-month period beginning July 1, 2018 and ending June 30, 2019. The DISTRICT shall make payment within forty-five (45) days of each invoice date. Should the District fail to make payments as required, PROVIDER shall have the right to suspend the services.

IV. Covenants, Representatives and Warranties.

A. The DISTRICT covenants, represents and warrants:

1. That the person or person signing on behalf of the DISTRICT are duly authorized to do so;

2. That the DISTRICT is in compliance with all applicable federal, state and local law especially but without limitation, all statutes, ordinances, rules and regulations, governing any and all federal and state funding of the Agreement;

3. That if the representations in Paragraph 2 above should at any time hereinafter become incorrect, the DISTRICT will promptly take all steps to correct the noncompliance.

B. The PROVIDER covenants, represents and warrants:

1. That the PROVIDER'S form of organization is a non-profit organization.

2. That the PROVIDER is duly organized, validly existing and in good standing in under the laws of Pennsylvania and validly registered to do business in the Commonwealth of Pennsylvania.

3. That the PROVIDER, a corporation, is entering into this Agreement in the ordinary course of its business activities.

4. That the PROVIDER now complies with all applicable laws in its business and activities which pertain to the performance of this Agreement.

5. That all individuals providing services by or through PROVIDER under this Agreement shall, prior to beginning work, provide current background clearances as required by law, including (1) a completed Pennsylvania criminal history background check; and (2) a completed DPW child abuse clearance form; and (3) a certification on a form to be provided stating that the individual is not disqualified from employment for any reason as set forth in 24 P.S. Section 1-111.

V. Special Provisions

A. It is agreed by the parties that each party will indemnify and hold harmless the other, including but not limited to, as applicable, its elected officials, its officers, employees, and agents, from any and all claims
made against the other party, including but not limited to, damages, awards, costs and reasonable attorney fees, to the extent any such claim directly and approximately results from a party’s breach of this Agreement or a party’s wrongful, willful or negligent act. Any party receiving notice of claim for which it believes it is entitled to indemnity and/or defense agrees to give the other party prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

B. Copies of all personally identifiable records of students created or maintained by PROVIDER shall be provided to the DISTRICT upon request or upon regular intervals as agreed to by the Parties.

C. Personnel of CISLV agree that they will reasonably cooperate and participate, without additional cost and without the requirement of a subpoena, in any legal proceeding filed against the DISTRICT involving any student for whom CISLV has provided direct services.

D. Personnel from CISLV will be knowledgeable about and adopt the East Penn School District Student Code of Conduct and all school district and school based policies and procedures.

E. Each party will at all times during the term of this Agreement maintain liability insurance.

F. Both PROVIDER and DISTRICT shall abide by the provisions of the Family Educational Rights and Privacy Act (FERPA) and to the extent applicable the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

VI. Either party may terminate this Agreement at any time by providing written notice to the other Party at least sixty (60) calendar days prior to termination of the Agreement.

VII. This payment/service arrangement will continue to June 30, 2019 or until execution of a separate 2019-2020 service agreement. DISTRICT will make prompt payment.

VIII. This Agreement shall become effective upon signature of the authorized representatives of the DISTRICT and the PROVIDER. Either party may terminate this Agreement if the other defaults by sending to the other sixty (60) day’s prior written notice.

Notices to the DISTRICT shall be sent addressed as follows:

DISTRICT: EAST PENN SCHOOL DISTRICT
ADDRESS: 800 PINE Street
EMMAUS, PA 18049
ATTENTION: MICHAEL SCHILDER, SUPERINTENDENT OF SCHOOLS
KRISTEN CAMPBELL

Notices to the PROVIDER shall be sent addressed as follows:

DISTRICT: COMMUNITIES IN SCHOOLS OF THE LEHIGH VALLEY, INC.
ADDRESS: 1501 LEHIGH STREET, SUITE 206
ALLENTOWN, PA 18103
IX. This document, and all attachments which have been incorporated by reference, contains all the terms, provisions, and conditions of this Agreement. No term or provision may be unilaterally modified or amended. Any alteration must be reduced to writing and signed by the parties to this Agreement. Any alteration, variation, modification or waiver of provisions of this Agreement shall be reduced to writing, approved and executed by both parties, and attached to the original Agreement. In the event any provision hereof is declared null or void, the remaining provisions of this Agreement shall remain in full force and effect.

X. Force Majeure. If either party to this Agreement shall be prevented, hindered or delayed in the performance or observance of any of its obligations hereunder (except for non-payment) by reason of any act of God, natural disaster, war, riot, act of terrorism, civil commotion, explosion, fire, government action, epidemic, or other circumstance beyond its reasonable control, and such delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the party through the use of alternative sources or means, then such party shall be excused from further performance or observance of the obligation so affected for as long as such circumstances shall prevail and such party uses its diligent efforts to recommence performance or observance whenever and to whatever extent possible. The party so delayed shall immediately notify the other party and describe the circumstances causing such delay.

XI. Governing Law. This Agreement and its subject matter shall be governed by the laws of the Commonwealth of Pennsylvania applicable without regard to their conflict of law’s provisions. Any dispute arising out of or relating to this Agreement may be resolved only by the courts of the Commonwealth of Pennsylvania or, if subject matter jurisdiction exists, by the United States federal courts, with venue in the Court of Common Pleas of Lehigh County, Pennsylvania (in the case of state court) or in the Eastern District of Pennsylvania (in the case of federal court).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

DISTRICT: EAST PENN SCHOOL DISTRICT

By ________________________________ Date ______________
East Penn School District, School Board President

PROVIDER: COMMUNITIES IN SCHOOLS OF THE LEHIGH VALLEY, INC

By: ________________________________ Date ______________
Mr. Timothy Mulligan
Communities In Schools of the Lehigh Valley, Inc., President & CEO
Communities In Schools

CIS AFFILIATES
SITE COORDINATORS
COLLABORATIVE PARTNERS

NEEDS ASSESSMENT
PLANNING
INTEGRATED STUDENT SUPPORTS

EVALUATION
MONITORING & ADJUSTING

TIER 3: INDIVIDUALIZED SUPPORT
TIER 2: TARGETED PROGRAMS
TIER 1: SCHOOL-WIDE SERVICES

PROVEN SUCCESS
This Contract for Educational Services (this "Contract") is made effective as of July 10, 2018 and has a termination date of August 3, 2018 by and between Hogan Learning Academy LLC., 73 Lyons Road, Fleetwood, PA 19522 and East Penn School District. In this Contract, the party who is contracting to receive services will be referred to as "School District," and the party who will be providing the services will be referred to as "HLA."

1. The student ("Student") requires special education as defined by his/her Individualized Educational Program ("IEP"). HLA operates as a school located at 73 Lyons Road, Fleetwood, PA 19522. HLA is a private licensed school within the Commonwealth of Pennsylvania that provides educational services to children with special education needs. HLA employs certified personnel as defined by the Pennsylvania Department of Education and otherwise complies with the requirements for a private licensed school. HLA performs all background checks required by Pennsylvania law on school staff, including criminal record and child abuse checks. Upon request HLA will provide to the district the required background checks for personnel providing services.

2. HLA agrees to provide, within reason, Student with the services specified within the IEP, including any subsequent revisions to the IEP. HLA shall notify the Student's Parent/Guardian and School District if it cannot provide such services for any reason. The parties agree that HLA has made no representations or other commitments regarding Student achieving any specific goals specified within the IEP.

3. HLA reserves the right to terminate a Student's enrollment at HLA for any reason including whenever HLA determines, in its sole discretion, that Student is not benefiting from the program being offered, HLA is unable to effectively deliver services to Student, Student presents a serious risk to the safety of others, and/or Student is in need of services which HLA is unable to provide. HLA shall provide written notice of its intention to terminate Student's enrollment at least fifteen (15) days prior to termination except when termination is for serious disciplinary infractions or safety reasons. HLA is designed and intended to educate students with behavioral challenges and that serious disciplinary infractions as defined by HLA must present exceptional challenges to be so defined.

4. In exchange for special education services provided by HLA to the Student within the school program the charge is $395 per day. The fee indicated shall be discounted to $375 per day for each student the School District enrolls beyond five (5) students. The discount shall be determined and applied at the sole discretion of HLA. The parties agree that the program charge includes individualized services, including any and all related services specified in the Student IEP. School District agrees to pay the program fee for the individualized services provided by HLA to Student. HLA shall notify School District of any modifications in the forgoing charge. Unless School District elects to terminate this Agreement and the enrollment of the Student within thirty (30) days of such notice, School District agrees to pay any modified charge amount.

5. HLA shall invoice School District at the beginning of the month for which services are scheduled to be provided. All payments are due and payable upon receipt of each statement and become delinquent after the twenty-fifth (25th) day after the invoice date. Delinquent accounts are subject to a late charge of 1% per month.

2018 ESY-
6. School District shall send payments to the following address, or such other address as Hogan Learning
Academy may designate in writing to School District:

Hogan Learning Academy
20 Sharon Drive
Douglassville, PA 19518

7. HLA, and its employees, agents, or representatives will not at any time or in any manner, either directly
or indirectly, use for the personal benefit of HLA, or divulge, disclose, or communicate in any manner,
any information that is proprietary to School District. HLA and its employees, agents, and
representatives will protect such information and treat it as strictly confidential. This provision will
continue to be effective after the termination of this Contract.

8. Upon termination of this Contract, HLA will return to School District all records, notes, documentation
and other items that were used, created, or controlled in reference to Student by HLA during the term of
this Contract. All academic reports will be held until all amounts due are paid in full.

9. In addition to any and all other rights a party may have available according to law, if a party defaults by
failing to substantially perform any provision, term or condition of this Contract (including without
limitation the failure to make a monetary payment when due), the other party may terminate the Contract
by providing written notice to the defaulting party. This notice shall describe with sufficient detail the
nature of the default. The party receiving such notice shall have 15 days from the date of receipt of such
notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s)
within such time period shall result in the automatic termination of this Contract. In the event that HLA
has to pursue collection to recover any unpaid amounts, the School District will be responsible for any
costs of collection, including attorney’s fees. Notwithstanding anything herein to the contrary, HLA
shall not be liable for any special, consequential, or punitive damages of any nature.

10. This Contract contains the entire agreement of the parties, and there are no other promises or
conditions in any other agreement whether oral or written concerning the subject matter of this Contract.
This Contract supersedes any prior written or oral agreements between the parties.

11. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the
remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this
Contract is invalid or unenforceable, but that by limiting such provision it would become valid and
enforceable, then such provision will be deemed to be written,
construed, and enforced as so limited.

12. This Contract may be modified or amended in writing, if the writing is signed by the party
Obligated under the amendment.

13. This Agreement, as well as matters pertaining to student discipline and termination, shall be governed
by the Commonwealth of Pennsylvania law, and the rules and regulations set forth by the Pennsylvania
Department of Education applicable to private schools. Neither HLA nor the School District shall be
subject to the laws of any other state.

14. Any notice or communication required or permitted under this Contract shall be sufficiently given, if
delivered in person or by certified mail, return receipt is requested, to the address set forth in the opening
paragraph or to such other address as one party may have furnished to the other in writing.
15. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

16. School District represents and warrants that the individual executing this Agreement is duly authorized to execute and deliver this Agreement on its behalf and this Agreement is a valid and binding obligation of School District.

17. The undersigned School District has reviewed this agreement and hereby acknowledge School District’s understanding of the terms of this Agreement and agrees to abide by and be held responsible for payment of the obligations set forth above.

Hogan Learning Academy LLC

By: ________________________________
Name: James R. Hogan
Title: CEO
Date: ________________________________
Address: 73 Lyons Road
        Fleetwood, PA 19522

Enrollment Commencement Date: 7/10/2018
Enrollment Termination Date: 8/3/2018

East Penn School District

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________
Address: ________________________________
This Contract for Educational Services (this "Contract") is made effective as of August 27, 2018 and has a termination date of June 6, 2019 by and between Hogan Learning Academy LLC., 73 Lyons Road, Fleetwood, PA 19522 and East Penn School District. In this Contract, the party who is contracting to receive services will be referred to as "School District," and the party who will be providing the services will be referred to as "HLA."

1. The student ("Student") requires special education as defined by his/her Individualized Educational Program ("IEP"). HLA operates as a school located at 73 Lyons Road, Fleetwood, PA 19522. HLA is a private licensed school within the Commonwealth of Pennsylvania that provides educational services to children with special education needs. HLA employs certified personnel as defined by the Pennsylvania Department of Education and otherwise complies with the requirements for a private licensed school. HLA performs all background checks required by Pennsylvania law on school staff, including criminal record and child abuse checks. Upon request HLA will provide to the district the required background checks for personnel providing services.

2. HLA agrees to provide, within reason, Student with the services specified within the IEP, including any subsequent revisions to the IEP. HLA shall notify the Student's Parent/Guardian and School District if it cannot provide such services for any reason. The parties agree that HLA has made no representations or other commitments regarding Student achieving any specific goals specified within the IEP.

3. HLA reserves the right to terminate a Student's enrollment at HLA for any reason including whenever HLA determines, in its sole discretion, that Student is not benefiting from the program being offered, HLA is unable to effectively deliver services to Student, Student presents a serious risk to the safety of others, and/or Student is in need of services which HLA is unable to provide. HLA shall provide written notice of its intention to terminate Student's enrollment at least fifteen (15) days prior to termination except when termination is for serious disciplinary infractions or safety reasons. HLA is designed and intended to educate students with behavioral challenges and that serious disciplinary infractions as defined by HLA must present exceptional challenges to be so defined.

4. In exchange for special education services provided by HLA to the Student within the school program the charge is $400 per day. The fee indicated shall be discounted to $380 per day for each student the School District enrolls beyond five (5) students. The discount shall be determined and applied at the sole discretion of HLA. The parties agree that the program charge includes individualized services, including the following related services: behavior analysis, personal care assistant, speech therapy, occupational therapy and physical therapy, as specified in the Student IEP. School District agrees to pay the program fee for the individualized services provided by HLA to Student. HLA shall notify School District of any modifications in the forgoing charge. Unless School District elects to terminate this Agreement and the enrollment of the Student within thirty (30) days of such notice, School District agrees to pay any modified charge amount.

5. HLA shall invoice School District at the beginning of the month for which services are scheduled to be provided. All payments are due and payable upon receipt of each statement and become delinquent after the forty-fifth (45th) day after the invoice date. Delinquent accounts are subject to a late charge of 1% per month.
6. School District shall send payments to the following address, or such other address as Hogan Learning Academy may designate in writing to School District:

Hogan Learning Academy
20 Sharon Drive
Douglassville, PA 19518

7. HLA, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of HLA, or divulge, disclose, or communicate in any manner, any information that is proprietary to School District. HLA and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

8. Upon termination of this Contract, HLA will return to School District all records, notes, documentation and other items that were used, created, or controlled in reference to Student by HLA during the term of this Contract. All academic reports will be held until all amounts due are paid in full.

9. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the date of receipt of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract. In the event that HLA has to pursue collection to recover any unpaid amounts, the School District will be responsible for any costs of collection, including attorney’s fees, provided HLA is successful in its collection efforts. Notwithstanding anything herein to the contrary, HLA shall not be liable for any special, consequential, or punitive damages of any nature.

10. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

11. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

12. This Contract may be modified or amended in writing, if the writing is signed by the party Obligated under the amendment.

13. This Agreement, as well as matters pertaining to student discipline and termination, shall be governed by the Commonwealth of Pennsylvania law, and the rules and regulations set forth by the Pennsylvania Department of Education applicable to private schools. Neither HLA nor the School District shall be subject to the laws of any other state.

14. Any notice or communication required or permitted under this Contract shall be sufficiently given, if delivered in person or by certified mail, return receipt is requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
15. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

16. School District represents and warrants that the individual executing this Agreement is duly authorized to execute and deliver this Agreement on its behalf and this Agreement is a valid and binding obligation of School District.

17. The undersigned School District has reviewed this agreement and hereby acknowledge School District’s understanding of the terms of this Agreement and agrees to abide by and be held responsible for payment of the obligations set forth above.

Hogan Learning Academy LLC

By: ______________________

Name: James R. Hogan
Title: CEO
Date: 
Address: 73 Lyons Road
          Fleetwood, PA 19522

Enrollment Commencement Date: 8/27/2018
Enrollment Termination Date: 6/6/2019

East Penn School District

By: ______________________

Name: 
Title: 
Date: 
Address: 
HOGAN LEARNING ACADEMY LLC.
TUITION AGREEMENT
2018-2019 School Year

This Contract for Educational Services (this "Contract") is made effective as of August 27, 2018 and has a termination date of June 6, 2019 by and between Hogan Learning Academy LLC., 73 Lyons Road, Fleetwood, PA 19522 and East Penn School District. In this Contract, the party who is contracting to receive services will be referred to as "School District," and the party who will be providing the services will be referred to as "HLA."

1. The student ("Student") requires special education as defined by his/her Individualized Educational Program ("IEP"). HLA operates as a school located at 73 Lyons Road, Fleetwood, PA 19522. HLA is a private licensed school within the Commonwealth of Pennsylvania that provides educational services to children with special education needs. HLA employs certified personnel as defined by the Pennsylvania Department of Education and otherwise complies with the requirements for a private licensed school. HLA performs all background checks required by Pennsylvania law on school staff, including criminal record and child abuse checks. Upon request HLA will provide to the district the required background checks for personnel providing services.

2. HLA agrees to provide, within reason, Student with the services specified within the IEP, including any subsequent revisions to the IEP. HLA shall notify the Student’s Parent/Guardian and School District if it cannot provide such services for any reason. The parties agree that HLA has made no representations or other commitments regarding Student achieving any specific goals specified within the IEP.

3. HLA reserves the right to terminate a Student’s enrollment at HLA for any reason including whenever HLA determines, in its sole discretion, that Student is not benefiting from the program being offered, HLA is unable to effectively deliver services to Student, Student presents a serious risk to the safety of others, and/or Student is in need of services which HLA is unable to provide. HLA shall provide written notice of its intention to terminate Student’s enrollment at least fifteen (15) days prior to termination except when termination is for serious disciplinary infractions or safety reasons. HLA is designed and intended to educate students with behavioral challenges and that serious disciplinary infractions as defined by HLA must present exceptional challenges to be so defined.

4. In exchange for special education services provided by HLA to the Student within the school program the charge is $400 per day. The fee indicated shall be discounted to $380 per day for each student the School District enrolls beyond five (5) students. The discount shall be determined and applied at the sole discretion of HLA. The parties agree that the program charge includes individualized services, including the following related services; behavior analysis, personal care assistant, speech therapy, occupational therapy and physical therapy, as specified in the Student IEP. School District agrees to pay the program fee for the individualized services provided by HLA to Student. HLA shall notify School District of any modifications in the foregoing charge. Unless School District elects to terminate this Agreement and the enrollment of the Student within thirty (30) days of such notice, School District agrees to pay any modified charge amount.

5. HLA shall invoice School District at the beginning of the month for which services are scheduled to be provided. All payments are due and payable upon receipt of each statement and become delinquent after the forty-fifth (45th) day after the invoice date. Delinquent accounts are subject to a late charge of 1% per month.
6. School District shall send payments to the following address, or such other address as Hogan Learning Academy may designate in writing to School District:

Hogan Learning Academy
20 Sharon Drive
Douglassville, PA 19518

7. HLA, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of HLA, or divulge, disclose, or communicate in any manner, any information that is proprietary to School District. HLA and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

8. Upon termination of this Contract, HLA will return to School District all records, notes, documentation and other items that were used, created, or controlled in reference to Student by HLA during the term of this Contract. All academic reports will be held until all amounts due are paid in full.

9. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the date of receipt of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract. In the event that HLA has to pursue collection to recover any unpaid amounts, the School District will be responsible for any costs of collection, including attorney’s fees, provided HLA is successful in its collection efforts. Notwithstanding anything herein to the contrary, HLA shall not be liable for any special, consequential, or punitive damages of any nature.

10. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

11. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

12. This Contract may be modified or amended in writing, if the writing is signed by the party Obligated under the amendment.

13. This Agreement, as well as matters pertaining to student discipline and termination, shall be governed by the Commonwealth of Pennsylvania law, and the rules and regulations set forth by the Pennsylvania Department of Education applicable to private schools. Neither HLA nor the School District shall be subject to the laws of any other state.

14. Any notice or communication required or permitted under this Contract shall be sufficiently given, if delivered in person or by certified mail, return receipt is requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
15. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

16. School District represents and warrants that the individual executing this Agreement is duly authorized to execute and deliver this Agreement on its behalf and this Agreement is a valid and binding obligation of School District.

17. The undersigned School District has reviewed this agreement and hereby acknowledge School District's understanding of the terms of this Agreement and agrees to abide by and be held responsible for payment of the obligations set forth above.

Hogan Learning Academy LLC

By: __________________________
Name: James R. Hogan
Title: CEO
Date:
Address: 73 Lyons Road
         Fleetwood, PA 19522

Enrollment Commencement Date: 8/27/2018
Enrollment Termination Date: 6/6/2019

East Penn School District

By: __________________________
Name:
Title:
Date:
Address:
1. The Term

This contract shall commence August 27, 2018, between the Client, East Penn School District (hereinafter referred to as "the Client")

And

The Contractor, Becky Fedio (hereinafter referred to as "the Contractor"). This contract will terminate upon final payment for services at the end of the school year on June 11, 2019, with an option for either party to terminate the contract prior to that date. Premature termination of services by either party must be stated in writing no less than two (2) weeks before the date of termination stating a reasonable explanation for termination. The contract will be renegotiated before the beginning of the 2019-20 school year contingent upon agreement of both parties.

2. The Services

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

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

3. The Fee

Based on the credentials and experience of the Contractor and the quality of services to be provided, the fee that is payable by the Client to the Contractor shall be $40 per hour.
It is understood that the Contractor will not be reimbursed for travel time, fuel, or for supplies to fulfill said contract unless predetermined by the Client and the Contractor. The Client will pay fees within thirty (30) days to the Contractor upon receipt of invoices submitted by the Contractor at the end of the month. The Contractor agrees to submit invoices within fourteen (14) days of month's end.

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

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

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

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

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

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

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

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

Signed by and on behalf of the Contractor, Becky Fedio
By: Becky Fedio
Date: July 28, 2018
COMMUNITY SERVICES FOR CHILDREN, INC.

COLLABORATIVE AGREEMENT/CONTRACT FOR SERVICES
Between
COMMUNITY SERVICES FOR CHILDREN, INC.

PRE-K COUNTS PROGRAM
and
EAST PENN SCHOOL DISTRICT
2018-2019

Recognizing mutual goals of: 1) developing and implementing a high quality early education model of collaboration that maximizes the use of available resources; 2) ensuring that all eligible children are ready for school and families are positioned for success; and 3) ensuring smooth and supportive transitions for children and their families, the above-named parties hereby agree to collaborate in the delivery of Early Childhood Education services to 20 children and their families who are enrolled in the East Penn School District / Pre-K Counts Collaboration for the period beginning 8/1/2018 - 7/31/2019.

Under this agreement, both parties agree:

1. To engage in joint planning around educational goals, aligned with East Penn School District objectives, and Pre-K Counts / PA Early Learning Standards.

2. To cooperate and coordinate, wherever possible and appropriate, staff training experiences and staff development opportunities, including topics such as instructional methods, curricula, and social-emotional development.

3. To jointly disseminate information about the EPSD/Pre-K Counts program to ensure access of programming to the most at-risk population and full funded enrollment.

4. To jointly engage in parent communications, parent engagement in the school, and planning for successful transition to kindergarten.

5. To provide services to children and their families that meet or exceed all applicable standards; to include those established by the Pennsylvania Department of Child Development and Early Learning (OCDEL), the Pennsylvania Early Learning Standards, and the standards and mission as set forth by East Penn School District.

Under this agreement, East Penn School District agrees to the following:

1. Provide and maintain one classroom with a minimum of 750 square feet, use of outdoor and indoor play area, designed to serve 20 students, meeting all state, local and federal regulations at the Alburtis Elementary School at no cost to CSC Pre-K Counts.

2. Provide food for children and teachers in the Pre-K Counts Program, the cost of which shall be reimbursed to the District through funding provided for the Pre-K Counts Program and/or the National School Lunch Program or other federal or state programs, whichever may apply.

3. Support Pre-K Counts in outreach and recruitment activities to ensure full enrollment for the classroom by the first day of programming and throughout the program year by referring families to PKC, distributing flyers, etc.
4. Retain and preserve documentation and records related to the provision of this agreement for a period of 4 years from the date of the expiration of this agreement.

5. Participate as needed in administrative collaboration meetings to support ongoing planning, monitoring, and evaluation of the program.

6. Support the collection of data regarding child progress/school achievement from Pre-K Counts through third grade.

7. Provide evidence of a comprehensive emergency response plan and a procedure for implementation, as needed.

Under this agreement, Community Services for Children Pre-K Counts Collaboration, agrees to provide the following at no cost to East Penn School District.

1. Provide a comprehensive Pre-K Counts early childhood program that encompasses high quality, developmentally appropriate early childhood education.

2. Provide a demonstration model, early childhood education classroom that meets all OCDEL Standards, including all furnishings, educational materials, and technology.

3. Provide professional education staff (one lead teacher and one assistant teacher) that meets required educational qualifications of a minimum BA in ECE/certification (LT), Associates degree in ECE (AT).

4. Operate the classroom for a minimum of 180 days for the 2018/2019 program year, 5.25 hours per day, and 5 days per week, beginning/ending at agreed date of start of school year.

5. Comply with general operating regulations of East Penn School District and PA Pre-K Counts.

6. Conduct Outreach, recruitment, selection, and enrollment services including the completion of all necessary paperwork to maintain full enrollment and select those children and families that are of greatest need.


8. Provide mid-year and end year child and family progress reports.

9. Share child health, family contact information with signed consent of parents with EPSD.

10. Adhere to and implement all East Penn School District procedures and policies as it relates at a minimum to school safety, security and professional behavior.

11. Provide supportive documentation to EPSD to assure kindergarten registration and a seamless transition of children and families to school.

In addition:

1. The collaboration agreement outlined in the body of the contract is contingent upon CSC/Pre-K Counts receiving funding for services from the Pennsylvania Department of Child Development and Early Learning (OCDEL).

2. At such times as determined by Community Services for Children and/or East Penn School District, this service agreement may be amended or modified to comply with regulations, guidelines, and reporting requirements.

3. East Penn School District enters into this contract as an independent entity, and its employees in no way may be considered as employees of the Federal government or as employees of Community Services for Children/Pre-K Counts.
4. As required by law, East Penn School District is responsible for general liability insurance for its facilities. CSC/Pre-K Counts are responsible for general liability, Pre-K Counts student and employer related for its program and participants and materials.

5. The contract may be canceled without advance notice for non-performance, inadequate performance, or breach of any material terms and conditions.

Responsibility for and coordination of this collaborative agreement rests with those who signed below. This agreement will be reviewed annually.

Paula Margraf, CEO/President
Community Services for Children, Inc.

Date

Kristen Campbell, Superintendent
East Penn School District

Date

Deidra Vachier
VP of Early Childhood Development
Community Services for Children, Inc.

Date

Cheryl Scalzo Principal, Alburtis Elementary
East Penn School District

Date
June 27, 2018

Dr. Denise Torma  
Assistant Superintendent  
East Penn School District  
800 Pine Street  
Emmaus, PA 18049

Dear Dr. Torma:

Thank you for your inquiry regarding a Custom Policy Maintenance Service. As you know, maintenance of a current and compliant policy manual is essential for effective school governance.

Although at PSBA we do our best to keep our members informed and provided with newly developed and updated PSBA policy guides, we understand that there is still much work to be done at the local level. The first step in the process is to compare the PSBA policy guide with your school entity’s adopted policy and to consider which to use as the foundational document. Next, analysis of the policy is conducted to determine what policy language to add, maintain or remove. The analysis should include the following factors: compliance with state and federal laws and regulations, the promotion of consistency within the policy, and the avoidance of duplication or conflict within the policy content. This step of the process can be very time consuming, and at times challenging, for our members who have so many other demanding priorities to manage.

I am pleased to provide the following description of PSBA's program for a Custom Policy Maintenance Service for the School Board of the East Penn School District:

- The school entity will continue to receive the Policy News Network+ (PNN+), along with related PSBA policy and administrative regulation guides. It is important to read the PNN+ to become knowledgeable about the reason for the policy and administrative regulation changes. It will no longer be necessary to download the policy guides attached to the PNN+ into the Draft area of your web-based policy system. The administrative regulation guides attached to the PNN+ will have to be downloaded because the administrative regulations are not customized by PSBA.
• For each policy guide that is issued through the PNN+, PSBA will compare the policy guide with your currently adopted policy, conduct the analysis, revise the policy using the Track Changes feature, and place the policy draft directly into the Draft area of your web-based policy system. For newly developed policies, PSBA will place the draft policy, with recommended language for your school entity to consider, directly into the Draft area of your web-based policy system.

• The policies analyzed, customized and placed by PSBA in the web-based policy system will then be submitted for consideration by the administration and the Board, greatly streamlining the internal policy review process.

• PSBA will continue to support the school entity through the review and processing of intermediary changes for Board consideration of recommended draft policies and final adoption.

During the policy customization process, locally developed policy language that is compliant with law, nonprocedural, and, to the best of our knowledge is still part of the school’s operations, will be maintained in the policy draft.

PSBA will provide shared notes, indicated by yellow squares located throughout the policy, to articulate the policy analysis. The shared notes will specify why local language from current policy was not included, why new language was added, and which policies are completely new to the school entity. The resulting draft policies are PSBA recommendations to you and should be reviewed and modified locally to meet your needs. As proposed revisions are made, PSBA will review them and provide feedback if it has concerns, e.g. if there is a concern you may have deleted language mandated by applicable law or regulation. As local revisions are made, PSBA will process and format them for your further use in the review and adoption process. Paragraph 4 of the contract between PSBA and you further describes the stages of the review and formatting process.

The cost of the Custom Policy Maintenance Service is $750 annually and includes customization of policies issued through the PNN. The fee of $750 is due upon the return of the executed copy of the contract and will apply to the entire current fiscal year. The Policy Maintenance Program and the Custom Policy Maintenance Service are renewed on an annual basis.

**This service is available only to members of the Policy Maintenance Program.** This is an optional, separate service. The school entity continues to pay the annual fee for the Policy Maintenance Program during the Custom Policy Maintenance Service.

Within ten (10) business days of receipt of the executed contract and payment, PSBA shall provide you with a confirmation of service.
Policy Services Contract

Attached is a Contract for Professional Services. This proposal letter is referred to in the contract as Appendix A. If the policy service is approved, please review the contract including Appendix A, contact us with any questions, acquire the proper signatures and return the signed contract and Appendix A to me.

If you need any additional information or clarification on our policy services, please do not hesitate to contact me. I can be reached at our toll-free number (800) 932-0588 or 717-506-2450, extension 3357 or by e-mail at davelyn.smeltzer@psba.org.

Sincerely,

Davelyn S. Smeltzer
Senior Director of Governance Services
This Contract for Professional Services ("CONTRACT") sets forth YOUR and OUR respective responsibilities and obligations with regard to the PROFESSIONAL SERVICES to be provided by US to YOU. When "YOU" and "YOUR" are used in this CONTRACT, it means the SCHOOL ENTITY that is identified below. When "WE", "US", "PSBA" and "OUR" are used in this CONTRACT, it means the PENNSYLVANIA SCHOOL BOARDS ASSOCIATION, whose address is 400 Bent Creek Blvd., Mechanicsburg, PA 17050.

**Full Legal Name of School District (or other entity):**
East Penn School District

**Term of CONTRACT:**
Procedure and timing of performance is as stated in this contract, including "Appendix A" which was provided to you and forms a part of this contract.

**School District's (or other entity's) Physical Address:**
800 Pine Street
Emmaus, PA 18049-2131

**PROFESSIONAL SERVICES to be provided by PSBA and dates for professional services to be provided:**
As stated in this contract, including "Appendix A" which was provided to you and forms a part of this contract.

**School District's (or other entity's) Mailing Address:**
SAME AS ABOVE

**TERMS AND CONDITIONS**

1. **CONTRACT.** This CONTRACT consists of the foregoing information, these TERMS AND CONDITIONS and Appendix A. These documents include all items necessary to describe the services and work to be provided by PSBA. The CONTRACT documents are complementary, and what is required by one shall be as binding as if required by all; performance by PSBA shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event that there is any alleged or real conflict between any term(s) contained in these TERMS AND CONDITIONS and any term(s) contained in the Appendix, these TERMS AND CONDITIONS shall control.
2. PRICE. As stated in Appendix "A."

3. PROCEDURE AND TIMING OF PERFORMANCE. As stated in Appendix "A."

4. OWNERSHIP RIGHTS. PSBA Policy Guides are copyrighted policy templates written and designed by PSBA. PSBA shall retain ownership rights over PSBA Policy Guides and any associated documentation prepared by PSBA, to include style, design, formatting or numbering developed by PSBA Policy Services even if distributed to you for consideration and modification. PSBA Policy Guides and individualized policies furnished to YOU by PSBA for review and modification in the performance of this contract and intermediary revisions and modifications during the review period constitute YOUR "DRAFT POLICY OR POLICIES." Pursuant to this CONTRACT YOU are permitted to copy or distribute YOUR DRAFT POLICIES internally, to your legal counsel, or for use by YOUR committees assigned to review DRAFT POLICIES for the sole purpose of engaging in discussion, review and modification of the DRAFT POLICIES for YOUR use and consideration. At such time as any of YOUR DRAFT POLICIES have been revised and are ready for initial recommendation for adoption by YOUR governing body, YOU shall have them formatted by PSBA prior to presenting them for consideration by the governing body. Formatting by PSBA includes review from a policy perspective of any revisions, including insertions and deletions YOU have made, and necessary adjustments to spacing, font size/style, numbering and citations. Once formatting prior to recommended adoption is completed, YOU may, at any time, recommend one or more DRAFT POLICIES to YOUR governing body which shall be designated as YOUR "RECOMMENDED DRAFT POLICY or POLICIES." Upon adoption by your governing body, a policy shall be designated as YOUR FINAL ADOPTED POLICY. From the time a policy is designated as a RECOMMENDED DRAFT POLICY through its final adoption, you shall provide intermediary revisions to PSBA for further formatting and provide the finally adopted policy to PSBA with the addition of the adoption date. YOUR RECOMMENDED DRAFT POLICIES AND FINAL ADOPTED POLICIES belong to YOU and are not subject to PSBA copyright or ownership. Permitted uses by YOU of PSBA's Policy Guides shall not include the sale, release, or transfer of PSBA Policy Guides for any proprietary purposes. Individuals or entities that have not contracted with PSBA Policy Services are prohibited from possessing, copying, publishing, transmitting or transferring any PSBA Policy Guide without the express written permission of PSBA. Provided YOU maintain your membership in PSBA's separate Policy Maintenance Program, YOU are permitted to use PSBA's style, design, formatting or numbering when developing new policies or revising current policies. The right to use PSBA's style, design, formatting or numbering terminates upon termination of membership in PSBA's Policy Maintenance Program.

5. COMMERCIAL INFORMATION. Except as set forth in paragraph 4, the materials and services provided by the PSBA represent commercial information that is privileged and confidential. The disclosure of the materials, oral presentations, policy reviews, or analysis expressed would cause substantial harm to the competitive position of PSBA. The materials may only be used consistent with the terms in paragraph 4. The material shall not be forwarded, reproduced, disseminated or transmitted in any form or by any means to any person or entity except as provided for in paragraph 4, without the express written consent of the PSBA.

6. NOTICE OF RIGHT-TO-KNOW-LAW REQUESTS. All PSBA policy development and review services, including any material offered as part of PSBA's policy development or review service, may be subject to exemption from a Right-to-Know Law as original copyrighted material, as privileged material or pursuant to exemptions such as 65 P.S. § 67.708(b)(9) and 65 P.S. § 67.708(10). In addition, some material provided to YOU may represent confidential proprietary information or trade secrets as defined by 65 P.S § 67.102. Before providing records which have not yet reached the status of RECOMMENDED DRAFT POLICIES OR FINAL ADOPTED
POLICIES, YOU shall provide PSBA with such reasonable notice as is possible so as to allow PSBA the opportunity to object to or limit disclosure. PSBA does not claim an interest in intervening in public records requests related to RECOMMENDED DRAFT POLICIES OR FINAL ADOPTED POLICIES.

7. TERMINATION PROVISIONS. PSBA and YOU each have the right to terminate this CONTRACT at any time and with or without cause, effective upon written notice to the other party. PSBA shall be paid for SERVICES satisfactorily completed prior to the effective date of the termination.

8. FORCE MAJEURE. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement (other than obligations of payment) if such delay or failure arises from any cause(s) beyond the reasonable control of such party, including but not limited to third party labor disputes, third party strikes, other third party labor or industrial disturbances, act of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, new or changed regulations or orders of any governmental agency or subdivision thereof.

9. CHOICE OF LAW. This CONTRACT shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law provisions) and the decisions of the Pennsylvania courts.

10. INTEGRATION. The terms set forth in this CONTRACT constitute the entire agreement between the parties. No modifications, alterations, changes, or waiver to such terms shall be valid or binding unless accomplished by a written amendment signed by properly authorized representatives of both parties.

11. LIMITATION OF LIABILITY. PSBA's liability arising out of this agreement will be limited to refund of payments made up to the full price as stated in Appendix "A". In no event will PSBA be liable for any special, consequential, incidental or indirect damages (including without limitation loss of profit) whether or not PSBA has been advised of the possibility of such loss, however caused and on any theory of liability arising out of this CONTRACT. This exclusion applies to any liability that may arise out of third-party claims against YOU.

12. SURVIVAL OF DESIGNATED PROVISIONS BEYOND TERMINATION OF CONTRACT. Notwithstanding anything herein to the contrary, the following provisions of this CONTRACT shall survive termination of this CONTRACT:

   a. The Ownership Rights provisions in paragraph 4;

   b. The permitted uses of PSBA's copyrighted design and materials set forth in paragraph 4;

   c. The notice provisions of paragraph 6.

13. AUTHORITY. All persons signing this CONTRACT on behalf of PSBA and YOU hereby personally covenant and warrant that they are authorized to enter into this CONTRACT by the governing board of PSBA and YOUR governing body.
14. **CONTEXT.** Reference in this CONTRACT to the singular shall be meant to include reference to the plural and vice versa. Reference in this CONTRACT to the masculine gender shall be meant to include the female and neuter and vice versa.

15. **HEADINGS.** The headings of any Section or Paragraph hereof are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

16. **SEVERABILITY.** All agreements and covenants herein contained are severable. In the event that any provision of this CONTRACT should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Any court construing this CONTRACT is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render same enforceable.

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**East Penn School District**

By: __________________________
Title: Board President

Date: __________________________

By: __________________________
Title: Board Secretary

Date: __________________________

**Pennsylvania School Boards Association**

By: __________________________
Title: Chief Executive Officer

Date: June 27, 2018
<table>
<thead>
<tr>
<th>Conference Title</th>
<th>Location</th>
<th>Date(s)</th>
<th>Attending</th>
<th>Position/Building</th>
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<td>Corbett Experience Center – Norristown, PA</td>
<td>July 30 – August 1, 2018</td>
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<td>Gr. 2/Wescosville ES</td>
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<td>Berks County IU14 – Reading, PA</td>
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<td>Jacqueline Vogel</td>
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<td>NISL Course #3</td>
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<td>Sandra Joseph</td>
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<td>School District/Charter School Cyclical Monitor Training</td>
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<td>August 23, 2018</td>
<td>Michael Ubbens</td>
<td>Special Ed. Supervisor – Middle School/Administration</td>
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<td>Legally-Defensible IEPs</td>
<td>North Pocono High School – Covington Township, PA</td>
<td>August 2 - 3, 2018</td>
<td>Michael Ubbens</td>
<td>Special Education – Middle School/Administration</td>
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<td>Peer Mediated Interventions for School Aged Children w/ Autism Spectrum Disorder</td>
<td>EPSD – Emmaus, PA</td>
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<td>Kimberly Barnes</td>
<td>Speech Therapist/Willow Lane ES</td>
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<td>NISL Course #1: World-Class Schooling: Vision and Goals</td>
<td>CLIU21 – Schnecksville, PA</td>
<td>November 5 - 6, 2018</td>
<td>Jordan Fortier</td>
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<td>Basic Restorative Practices</td>
<td>Bethlehem, PA</td>
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## Board Policy Updates

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<tr>
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<th>Reviewers</th>
<th>Non-adoption Recommended by</th>
<th>1&lt;sup&gt;st&lt;/sup&gt; Board Reading</th>
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<td>Possession/Administration of Asthma Inhalers/Epinephrine Auto-Injectors</td>
<td>existing</td>
<td>6/13/2016</td>
<td>S, AS, AI</td>
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<td>818</td>
<td>Contracted Services Personnel</td>
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<td>9/11/2017</td>
<td>S, AS, AI</td>
<td></td>
<td>7/9/2018</td>
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**Key:**
- **S** = Superintendent
- **AS** = Assistant Superintendent
- **BS** = Board Solicitor
- **AI** = Administrative Input
Pennsylvania Department of Health Guidance - Epinephrine Auto-Injector Administration, May 2018

Authority

The Board shall permit students in district schools to possess asthma inhalers and epinephrine auto-injectors and to self-administer the prescribed medication in compliance with state law and Board policy.[1][2]

Definitions

Anaphylaxis - a sudden, severe allergic reaction that involves various areas of the body simultaneously. In extreme cases, anaphylaxis can cause death.

Asthma inhaler shall mean - a prescribed device used for self-administration of short-acting, metered doses of prescribed medication to treat an acute asthma attack.[4]

Epinephrine auto-injector shall mean - a prescribed disposable drug delivery system designed for the administration of epinephrine to provide rapid first aid for students suffering the effects of anaphylaxis.
Self-administration shall mean - a student's use of medication in accordance with a prescription or written instructions from a licensed physician, certified registered nurse practitioner or physician assistant.

Delegation of Responsibility

The Superintendent or designee, in conjunction with the school nurse(s), shall develop procedures for student possession and self-administration of asthma inhalers or epinephrine auto-injectors, and emergency response, and for the acquisition, stocking and administration of stock epinephrine auto-injectors, and training of school employees responsible for the storage and use of epinephrine auto-injectors.

The Superintendent or designee shall annually distribute to students, parents/guardians, and staff this policy along with the Code of Student Conduct by publishing such in handbooks and newsletters, on the district’s website, and through posted notices and other efficient methods.[1][5][6][7]

The school physician shall be the prescribing and supervising medical professional for the district’s stocking and use of epinephrine auto-injectors. The Superintendent or designee shall obtain a standing order from the school physician for administration of stock epinephrine auto-injectors.

The school nurse shall be responsible for building-level storage of and administration of stock epinephrine auto-injectors.[3]

Guidelines

Administration of asthma inhalers and epinephrine auto-injectors shall comply with Board policy, district procedures and individualized student plans such as an Individualized Education Program (IEP), Section 504 Service Agreement (Service Agreement), Individualized Healthcare Plan (IHP), or Emergency Care Plan (ECP).[2][3][8][9][10][11]

In order to maintain a student's health and safety, each student's individualized plan shall address what information will be provided to school staff and other adults who have responsibility for the student in the school setting.[2][9][12][13][14][15]

Student health records shall be confidential and maintained in accordance with state and federal laws and regulations.[13][14]

Student Self-Administration of Asthma Inhalers and Epinephrine Auto-Injectors

Before a student may possess or use an asthma inhaler or epinephrine auto-injector in the school setting, the Board shall require the following:[1][8]

1. A written request from the parent/guardian that the school complies with the order of the licensed physician, certified registered nurse practitioner or physician assistant.

2. A written statement from the parent/guardian acknowledging that the school is not responsible for ensuring the medication is taken and relieving the district and its employees of responsibility for the benefits or consequences of the prescribed medication.

3. A written statement from the licensed physician, certified registered nurse practitioner or physician assistant that states:

   a. Name of the drug.
   b. Prescribed dosage.
   c. Times medication is to be taken.
   d. Length of time medication is prescribed.
   e. Diagnosis or reason medication is needed, unless confidential.
   f. Potential serious reaction or side-effects of medication.
   g. Emergency response.
   h. If child is qualified and able to self-administer the medication.
4. A written acknowledgement from the school nurse that the student has demonstrated that s/he is capable of self-administration of the asthma inhaler and/or epinephrine auto-injector in the school setting. Determination of competency for self-administration shall be based on the student's age, cognitive function, maturity and demonstration of responsible behavior.[1]

5. A written acknowledgement from the parent that s/he has received instruction from the student's licensed physician, certified registered nurse practitioner or physician assistant on proper safety precautions for the handling and disposal of the asthma inhaler and/or epinephrine auto-injector, including acknowledgement that the student will not allow other students to have access to the prescribed medication and that s/he understands appropriate safeguards.

6. A written acknowledgement from the student that s/he has received instruction from the student's licensed physician, certified registered nurse practitioner or physician assistant on proper safety precautions for the handling and disposal of the asthma inhaler and/or epinephrine auto-injector, including acknowledgement that the student will not allow other students to have access to the prescribed medication and that s/he understands appropriate safeguards.

The district reserves the right to require a statement from the licensed physician, certified registered nurse practitioner or physician assistant for the continued use of a medication beyond the specified time period.[1]

A written request for student use of an asthma inhaler and/or epinephrine auto-injector shall be submitted annually, along with required written statements from the parent/guardian and an updated prescription. If there is a change in the student's prescribed care plan, level of self-management or school circumstances during the school year, the parent/guardian and the licensed physician, certified registered nurse practitioner or physician assistant shall update the written statements.[1]

The student shall notify the school nurse immediately following each use of an asthma inhaler or epinephrine auto-injector.[1]

Students shall be prohibited from sharing, giving, selling, and using an asthma inhaler or epinephrine auto-injector in any manner other than which it is prescribed during school hours, at any time while on school property, at any school-sponsored activity, and during the time spent traveling to and from school and school-sponsored activities. Violations of this policy, provisions of a Service Agreement or IEP, or demonstration of unwillingness or inability to safeguard the asthma inhaler or epinephrine auto-injector may result in loss of privilege to self-carry the asthma inhaler or epinephrine auto-injector and disciplinary action in accordance with Board policy and applicable procedural safeguards.[1][2][7][16][17]

If the district denies a student's request to self-carry an asthma inhaler or epinephrine auto-injector or the student has lost the privilege of self-carrying an asthma inhaler or epinephrine auto-injector, the student's prescribed medication shall be appropriately stored at a location in close proximity to the student. The school nurse, other designated school employees and the student's classroom teachers shall be informed where the medication is stored and the means to access the medication.[1]

Administration of Stock Epinephrine Auto-Injectors

When responding to a student believed to be experiencing an anaphylactic reaction, a trained school employee shall:[3][18][19][20][21]

1. Administer an epinephrine auto-injector that meets the prescription on file for either the student or the district. If the student is authorized to self-administer an epinephrine auto-injector, the trained school employee may provide the student with an epinephrine auto-injector that meets the prescription on file for either the student or the district for self-administration.

2. Call for medical help immediately (dial 9-1-1).

3. Take additional precautions or steps outlined in emergency response procedures and training, including the administration of a second dose of epinephrine, if necessary.

4. Stay with the student until emergency medical help arrives.

5. Cooperate with Emergency Medical Services (EMS) personnel responding to the incident.

6. Notify the school nurse or designee of the incident.

Training
Before any school district employee may be responsible for the storage or administration of epinephrine auto-injectors under this policy, the employee must successfully complete a training course approved by the Pennsylvania Department of Health.

Refresher training shall be completed every two (2) years, and a hands-on demonstration and review of this policy and any accompanying procedures shall be completed annually.

Evidence that such training has been completed shall be placed in the employee’s personnel file.

A list of school district employees who successfully complete such training shall be maintained, updated and kept in the school nurse’s office and the school district administration office.

**Indemnification**

The school district shall indemnify and hold harmless any employee who administers an epinephrine auto-injector in good faith to a student experiencing anaphylaxis, if all of these conditions apply:

1. The employee did not act with the intent to harm or with reckless indifference to a substantial risk or harm in administering the epinephrine auto-injector to the student.
2. The employee successfully completed the training required by this policy.
3. The employee promptly sought additional medical assistance before or immediately after administering the epinephrine auto-injector.
4. The employee administered the epinephrine auto-injector pursuant to this policy, and the student’s individualized plan, if applicable.

PSBA Revision 5/18 © 2018 PSBA
Book: Policy Manual
Section: 800 Operations
Title: Transportation
Number: 810 Vol III 2018
Status: Legal

1. 75 Pa. C.S.A., 102
2. 24 P.S. 1361
3. 24 P.S. 1362
4. 24 P.S. 1726-A
5. 22 PA Code 23.1
6. 22 PA Code 23.2
7. 22 PA Code 23.4
8. Pol. 610
9. Pol. 611
10. Pol. 818
11. 67 PA Code 447.1 et seq
12. 22 PA Code 23.3
13. 24 P.S. 1374
14. Pol. 103
15. Pol. 103.1
16. Pol. 113
17. Pol. 140
18. 20 U.S.C. 6312
19. Pol. 255
20. 42 U.S.C. 11432
21. Pol. 251
22. 35 P.S. 4601 et seq
23. 35 P.S. 4608
24. 67 PA Code 212.101
25. Pol. 121
26. Pol. 209.1
27. Pol. 209.2
28. Pol. 210
29. Pol. 210.1
30. Pol. 113.4
31. Pol. 216
32. 24 P.S. 1517
33. 75 Pa. C.S.A. 4552
34. Pol. 805
24 P.S. 1331
24 P.S. 1365
24 P.S. 1366
24 P.S. 2541
24 P.S. 2542
Purpose

Transportation for students shall be provided in accordance with law and Board policy.

Definitions

School bus means a motor vehicle that is designed to carry eleven (11) passengers or more, including the driver, and is used for the transportation of preprimary, primary or secondary school students to or from public, private or parochial schools or events related to such schools or school-related activities.[1]

School vehicle means a motor vehicle, except a motorcycle, designed for carrying no more than ten (10) passengers, including the driver, and used for the transportation of preprimary, primary or secondary school students while registered by or under contract to the school district. The term includes vehicles having chartered, group and party rights under the Pennsylvania Public Utility Commission and used for the transportation of school children.[1]

Authority

The Board shall provide transportation for resident students in grades kindergarten through 12 to the district’s public schools and charter, regional charter and nonpublic schools located in the district or within the district’s transportation boundary or other placements as required by law or agreements. The district’s transportation boundary is a distance not exceeding ten (10) miles by the nearest public highway outside the school district’s border.[2][3][4]

The Board shall purchase, lease, equip, and maintain school buses/vehicles and/or contract for school bus/vehicle services for transportation of students to and from school at regularly scheduled hours and for field trips and extracurricular activities.[2][3][5][6][7][8][9][10]

The Board shall provide transportation for students living within the prescribed limits when walking conditions to the school are found to be hazardous by the Department of Transportation.[3][11]

The Board shall provide transportation for students with disabilities, without regard to distance or hazardous walking conditions, when required by the student’s individualized education program (IEP) or Section 504 Service Agreement.[12][13][14][15][16]

The Board shall provide transportation for eligible resident students who are enrolled in nonpublic schools or charter schools as required by law.[2][4][17]

The Board shall provide transportation for children in foster care in accordance with federal and state laws and regulations, and the local transportation plan.[18][19]

The Board shall provide transportation for homeless children and youths in accordance with federal and state laws and regulations.[20][21]

The Board prohibits any diesel-powered motor vehicle weighing 10,001 pounds or more to idle for more than five (5) minutes in any continuous sixty-minute period while parked, loading or unloading, except as allowed by law.[22]

The Board shall ensure that permanent signs, notifying drivers of the idling restrictions, are maintained on district property at locations where diesel-powered motor vehicles weighing 10,001 pounds or more load or unload. Signs shall also be posted at locations that provide fifteen (15) or more parking spaces for such diesel-powered motor vehicles.[23][24]
Delegation of Responsibility

The school bus/vehicle driver shall be responsible to maintain order while students are being transported.

The school bus/vehicle driver shall report all incidents, including, but not limited to, discipline problems, medical problems, bullying/harassment, safety issues, accidents or injuries, and violations of Pennsylvania's School Bus Stopping Law to the Superintendent or designee as soon as practicable.

The building principal may suspend a student from bus transportation for disciplinary reasons, and the parents/guardians shall be responsible for the student's transportation.

The Superintendent, or designee, or transportation provider shall be responsible to:

1. Maintain records and make required reports regarding school transportation.

2. Distribute rules governing student conduct during transport; such rules shall be binding on all students transported by the district.

3. Provide each school bus/school vehicle driver with:
   a. The Pennsylvania School Bus Driver’s Manual;
   b. The written rules for student conduct on buses/vehicles;
   c. The procedures for evacuation drills; and
   d. Any additional laws and applicable Board policies and administrative regulations which apply to school bus/vehicle drivers.

4. Prepare a district map or schedule indicating each bus stop and bus route.

Guidelines

Student Health Information

When necessary for student safety, or when required by a student’s IEP or Section 504 Service Agreement, a school bus/vehicle driver shall be provided with relevant student health and medical information.

School bus/vehicle drivers shall maintain the confidentiality of student health/medical information in accordance with district policies and procedures and applicable law.

Evacuation Drills

Bus evacuation drills shall be conducted twice a year and reported to the Pennsylvania Department of Education, in accordance with law and Board policy.

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1. 49 CFR 382.107
2. 49 CFR 392.80
3. 75 Pa. C.S.A. 1621
4. 75 Pa. C.S.A. 1622
5. 75 Pa. C.S.A. 102
6. 49 CFR Part 382
7. 49 CFR Part 40
8. 49 U.S.C. 31306
9. 67 PA Code 229.14
10. Pol. 818
11. 49 CFR 392.82
12. 75 Pa. C.S.A. 3316
13. 49 CFR 40.15
14. 49 CFR 382.105
15. 49 CFR 40.3
16. 49 CFR 382.401
17. 49 CFR 382.601
18. 23 Pa. C.S.A. 6344
19. 23 Pa. C.S.A. 6344.3
20. 24 P.S. 111
21. 24 P.S. 111.1
22. Pol. 304
23. 49 CFR 382.413
24. 49 CFR 40.25
25. 49 U.S.C. 31303
26. 75 Pa. C.S.A. 1604
27. 75 Pa. C.S.A. 1606
28. 67 PA Code 71.3
29. 49 CFR 391.25
30. 49 U.S.C. 31304
31. 49 CFR 391.41
32. Pol. 317
33. 49 CFR 382.213
34. 75 Pa. C.S.A. 1613
35. 75 Pa. C.S.A. 3756
36. 49 CFR 382.205
37. 75 Pa. C.S.A. 1612
38. 75 Pa. C.S.A. 1603
39. 75 Pa. C.S.A. 3802

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The Board recognizes that an employee must be fit to operate a school bus and commercial motor vehicle to ensure the health and safety of students being transported. The Board also recognizes that an employee impaired by drugs or alcohol who operates district vehicles or transports students poses significant risks to the safety of students and others.

Definitions

A covered driver shall include any district employee who drives, operates or is in the actual physical control or movement of a school bus or a commercial motor vehicle owned, leased or operated by the school district. The term includes drivers and mechanics who operate such vehicles, including full-time, regularly employed individuals; leased drivers; and independent owner-operator contractors who are directly employed by or under lease to the district or who operate a bus or commercial motor vehicle owned or leased by the district.[1]

Commercial motor vehicle - a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the vehicle:[1]

1. Has a gross combination weight rating or gross combination weight of 26,001 or more pounds, whichever is greater, inclusive of towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 10,000 pounds, whichever is greater;

2. Has a gross vehicle weight rating or gross vehicle weight of 26,001 or more pounds, whichever is greater;

3. Is designed to transport sixteen (16) or more passengers, including the driver; or

4. Is transporting hazardous materials and is required to be placarded.

Driving - operating a commercial motor vehicle or motor carrier vehicle on a highway, with the motor running, including while the commercial motor vehicle or motor carrier vehicle is temporarily stationary because of traffic, a traffic control device or other momentary delay. The term does not include operating a commercial motor vehicle or motor carrier vehicle with or without the motor running if the driver
moved the vehicle to the side of or off of a highway and halted in a location where the vehicle can safely remain stationary.[2][3][4]

Electronic device - an electronic device includes, but is not limited to, a cellular telephone, personal digital assistant, pager, computer or any other device used to input, write, send, receive or read text.[3]

Mobile telephone - a mobile communication device which uses a commercial mobile radio service.[4]

Safety-sensitive functions include all on-duty functions performed from the time a driver begins work or is required to be ready to work until s/he is relieved from work and all responsibility for performing work. It includes driving; waiting to be dispatched; inspecting and servicing equipment; supervising, performing or assisting in loading and unloading; repairing or obtaining and waiting for help with a disabled vehicle; and performing other requirements related to accidents.[1]

School bus means - a motor vehicle that is designed to carry eleven (11) passengers or more, including the driver, and is used for the transportation of preprimary, primary or secondary school students to or from public, private or parochial schools or events related to such schools or school-related activities.[5]

Texting - manually entering alphanumeric text into or reading text from an electronic device. The following shall apply:[3]

1. The term includes, but is not limited to, short message service, emailing, instant messaging, a command or request to access an Internet web page, pressing more than a single button to initiate or terminate a voice communication using a mobile telephone or engaging in any other form of electronic text retrieval or entry, for present or future communication.

2. The term does not include:
   a. Inputting, selecting or reading information on a global positioning system or navigation system.
   b. Pressing a single button to initiate or terminate a voice communication using a mobile telephone.
   c. Using a device capable of performing multiple functions, including, but not limited to, fleet management systems, dispatching devices, citizens band radios and music players, for a purpose that is not prohibited by law.

Use a handheld mobile telephone or other electronic device -[4]

1. Using at least one (1) hand to hold a mobile telephone to conduct a voice communication.

2. Dialing or answering a mobile telephone by pressing more than a single button.

3. Reaching for a mobile telephone in a manner that requires a driver to maneuver so that the driver is no longer in a seated driving position, restrained by a seat belt.

Authority

The Board shall implement a drug use and alcohol misuse prevention program for employees who are required to hold a commercial driver's license and who perform safety-sensitive functions in accordance with federal and state laws and regulations.[6][7][8][9]

All contracted transportation providers shall implement a drug use and alcohol misuse prevention program in accordance with federal law and regulations.[10]

Covered drivers shall observe all state and federal laws and Pennsylvania Department of Transportation regulations governing traffic safety and school bus and commercial motor vehicle operation.

The Board prohibits covered drivers from texting and from using a handheld mobile telephone or other electronic device while driving a school bus or commercial motor vehicle except when it is necessary to communicate with law enforcement officials or other emergency services.[2][3][11][12]

Delegation of Responsibility

The Superintendent or designee shall develop administrative regulations to implement this policy and the requirements of law, which include the following components:
1. Selecting and contracting with a qualified medical review officer, substance abuse professional, a certified laboratory and other service agents as necessary. [13]

2. Establishment of procedures for required testing of covered drivers. [14]

3. Maintenance of the confidentiality of all aspects of the testing process. [8]

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

5. Designation of an employee responsible for receiving and handling results of drug and alcohol tests. [15]

6. Implementation of procedures for the preparation, maintenance, retention and disclosure of records, as required by law. [16]

7. Distribution to affected employees of information and materials relevant to Board policies and administrative regulations regarding drug and alcohol testing. [17]

8. Distribution to affected employees of information and materials relevant to individuals or organizations that can provide counseling and treatment for drug and/or alcohol problems.

The Superintendent or designee shall provide each driver, upon hire or transfer, with:

1. This policy and its accompanying administrative regulations; and [17]

2. Educational materials that explain the state and federal requirements related to misuse of alcohol and use of controlled substances. [17]

The Superintendent or designee shall also provide notice to representatives of employee organizations of the availability of this information. [17]

The Board designates the Director of Student Services and the district’s transportation provider to be the contact persons for questions about the drug use and alcohol misuse program. [17]

Guidelines

Employment Requirements

All covered drivers shall comply with the requirements for background checks/certifications and employment history reviews in accordance with applicable law, Board policy and administrative regulations. These requirements are addressed separately in Board policy 304 for drivers employed by the district and Board policy 818 for drivers employed by an independent contractor. [10][18][19][20][21][22]

Prior to employment by the district as a covered driver or transfer to a covered driver position, the district’s transportation provider shall obtain the following information in accordance with federal and state laws and regulations:

1. Alcohol and drug testing information from previous U.S. Department of Transportation-regulated employers during the past three (3) years with the covered driver’s written consent. [23][24]

2. Commercial motor vehicle employment information for the past ten (10) years. [25][26]

Additional Documentation -

Prior to employment by the district as a covered driver or transfer to a covered driver position, and at least once each school year, the Superintendent or designee shall:

1. Obtain a copy of a valid commercial driver’s license indicating the appropriate endorsements from the covered driver; [27]

2. Obtain a copy of a Commonwealth of Pennsylvania School Bus Driver’s Physical Examination Form from the covered school bus driver; [28]

3. Obtain a copy of a current Pennsylvania School Bus Endorsement card from the covered school bus driver; [28]

4. Review each covered driver’s driving record to determine whether the driver meets the minimum requirements for safe driving and is not disqualified to operate a commercial motor vehicle. [29]
Prior to employment by the district as a covered driver or transfer to a covered driver position, and every two (2) years, the Superintendent or designee shall obtain a valid Medical Examiner’s Certificate, if applicable.[31]

Reporting Requirements -

Covered drivers shall report misconduct in accordance with Board policy 317 for drivers employed by the district and Board policy 818 for drivers employed by an independent contractor.[10][19][20][32]

Covered drivers using controlled substances prescribed for therapeutic purposes by a licensed medical practitioner shall submit the practitioner’s written statement that the prescribed substance will not adversely affect the employee’s ability to safely operate a school bus or commercial motor vehicle.[33]

Covered drivers shall also inform their supervisors of any use of drug(s) or medication(s) for which the packaging includes warnings that, "marked drowsiness may occur and/or be careful when driving a motor vehicle or operating machinery."[33]

A covered driver charged with or issued a citation for violating a federal or state law or local ordinance relating to motor vehicle traffic control in this or any other state or any federal, provincial, territorial or municipal law relating to motor vehicle traffic control in Canada, other than parking violations, shall notify the Superintendent or designee and the contract carrier in writing before the end of the business day following the day the covered driver is charged or cited. Notice is required no matter what type of vehicle the driver was driving.

A covered driver who is convicted of violating a federal or state law or local ordinance relating to motor vehicle traffic control in this or any other state or any federal, provincial, territorial or municipal law relating to motor vehicle traffic control in Canada, other than parking violations, shall notify the Superintendent or designee and the contract carrier in writing of the conviction within thirty (30) days of the date of conviction. Notice is required no matter what type of vehicle the driver was driving.[25][26]

Any covered driver whose operating privilege is suspended, revoked or canceled by any state, who loses the privilege to drive a school bus or commercial motor vehicle in any state for any period, or who is disqualified from driving a school bus or commercial motor vehicle for any period, shall notify the Superintendent or designee and the contract carrier immediately upon reporting to work for the next scheduled shift following the notice of the suspension, revocation, cancellation, loss or disqualification.[25][26]

Failure to comply with the reporting requirements may result in disciplinary action, up to and including termination.

Controlled Substances and Alcohol

Drug and Alcohol Testing -

The district shall require covered drivers to submit to the following drug and alcohol tests in accordance with state and federal laws and regulations: pre-employment, random, post-accident, reasonable suspicion, return-to-work and follow-up.[6][7][8][14][34][35]

Prohibited Conduct -

Covered drivers shall not use medical marijuana products.

Covered drivers shall not ingest hemp products or otherwise use hemp products in a way that may result in absorption of hemp or hemp residue into the body.

A covered driver shall not report for duty, drive, operate or be in the actual physical control of the movement of a school bus or commercial motor vehicle under the following circumstances:

1. While using or while having any amount of alcohol present in the body, including medications containing alcohol.[28][36][37]

2. While under the influence of a controlled substance or combination of controlled substances, or the combined influence of alcohol and a controlled substance or substances.[33][38][39]
3. After consuming alcohol or a controlled substance within the previous eight (8) hours for school bus drivers and within the previous four (4) hours for commercial motor vehicle drivers.\[28\][40]

An exception shall be made for therapeutic use of prescribed controlled substances used by a covered driver when the driver has submitted in advance a licensed medical practitioner's written statement that the prescribed substance will not adversely affect the driver's ability to safely operate a school bus or commercial motor vehicle.\[33\]

A covered driver required to take a post-accident test shall not use alcohol for eight (8) hours following the accident, or until s/he undergoes a post-accident test, whichever occurs first.\[41\]

A covered driver shall not refuse to submit to a required test for drugs or alcohol.\[1\][34][42][43]

Consequences/Discipline -

The district shall remove a covered driver from performing safety-sensitive functions under the following circumstances:

1. A verified positive drug test result;\[44\][45]
2. A verified adulterated or substituted drug test result;\[44\][45]
3. An alcohol test result of 0.04 or higher; or\[45\][46]
4. A refusal to submit to a post-accident, random, reasonable suspicion, return-to-duty or follow-up test.\[42\]

The district shall place a school bus driver who drives, operates or is in physical control of a school bus out of service for thirty (30) days if the school bus driver has any detectable amount of alcohol in his/her system.\[34\][37]

The district shall remove a commercial motor vehicle driver who is tested and is found to have an alcohol concentration of 0.02 or greater but less than 0.04 until the start of the driver's next regularly scheduled duty period that is at least twenty-four (24) hours following administration of the test.\[47\]

A covered driver employed by the district who violates Board policy or administrative regulations and tests positive for drugs or alcohol shall be subject to disciplinary action, up to and including termination, and shall be provided with a list of qualified substance abuse professionals.

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

If the district permits a covered driver who has been removed from performing safety-sensitive functions to return to a safety-sensitive function, the district shall ensure that the covered driver has been evaluated by a qualified substance abuse professional and has successfully completed the return-to-duty process before returning to a safety-sensitive function.\[45\][48]

Maintenance of Records

The district shall maintain records of its drug use and alcohol misuse prevention program in compliance with federal regulations, and in accordance with the district's records retention schedule.\[16\][49][50]

Drug and alcohol records shall be confidential, and shall only be released in accordance with applicable law.\[51\][52]

Statistical records and reports shall be maintained and made available to the Federal Highway Administration for inspection or audit in accordance with federal regulations.\[51\][53]

Acknowledgment of Receipt

Each covered driver shall sign a statement certifying that s/he has received a copy of this policy and its accompanying administrative regulations.\[17\]

The district shall keep the original signed statement in the personnel file of the covered driver employed by the district and provide a copy to the driver.\[17\]

Training

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Covered drivers shall attend orientation and training sessions, as appropriate to the nature of their service. When training is provided for other school employees relating to the legal obligations of employers and educational institutions, consideration shall be given to which covered drivers should also receive that training.[54]

The district shall ensure that employees who supervise covered drivers receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. Such training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and drug use.[55]

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Purpose

The Board recognizes that an employee must be fit to operate a school vehicle to ensure the health and safety of students being transported. The Board also recognizes that an employee impaired by drugs or alcohol who operates district vehicles or transports students poses significant risks to the safety of students and others.

Definition

School vehicle means - a motor vehicle, except a motorcycle, designed for carrying no more than ten (10) passengers, including the driver, and used for the transportation of preprimary, primary or secondary school students while registered by or under contract to the school district. The term includes vehicles having chartered, group and party rights under the Pennsylvania Public Utility Commission and used for the transportation of school children. The term does not include a "school bus" or "commercial motor vehicle."

Authority

The Board shall implement a drug use and alcohol misuse prevention program for non-CDL drivers who operate school vehicles.

All contracted transportation providers shall implement a drug use and alcohol misuse prevention program for non-CDL drivers who operate school vehicles.
School vehicle drivers shall observe all state and federal laws and Pennsylvania Department of Transportation regulations governing traffic safety and school vehicle operation.

The Board prohibits school vehicle drivers from texting and from using a handheld mobile telephone or other electronic device while driving a school vehicle except when it is necessary to communicate with law enforcement officials or other emergency services.\[3\]

**Delegation of Responsibility**

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

1. Establishment of procedures for drug and alcohol testing of school vehicle drivers.

2. Establishment of procedures for obtaining and reviewing each school vehicle driver's driving record to determine whether the driver meets the minimum requirements for safe driving and is not disqualified to operate a vehicle.\[4\]

The Superintendent or designee shall provide each driver, upon hire or transfer, with:

1. This policy and any accompanying administrative regulations; and

2. Educational materials related to misuse of alcohol and use of controlled substances.

The Superintendent or designee shall also provide notice to representatives of employee organizations of the availability of this information.

**Guidelines**

School vehicle drivers shall comply with the requirements for background checks/certifications and employment history reviews in accordance with applicable law, Board policy and administrative regulations. These requirements are addressed separately in Board policy 304 for drivers employed by the district and Board policy 818 for drivers employed by an independent contractor.\[2\][5][6][7][8][9]

Prior to employment and at least once each school year, school vehicle drivers shall submit a copy of a valid driver's license to the Superintendent or designee.\[4\]

**Reporting Requirements**

School vehicle drivers shall report misconduct in accordance with Board policy 317 for drivers employed by the district and Board policy 818 for drivers employed by an independent contractor.\[2\][10]

School vehicle drivers using controlled substances prescribed for therapeutic purposes by a licensed medical practitioner shall submit the practitioner's written statement that the prescribed substance will not adversely affect the employee's ability to safely operate a school vehicle.

School vehicle drivers shall also inform their supervisors of any use of drug(s) or medication(s) for which the packaging includes warnings that, "marked drowsiness may occur and/or be careful when driving a motor vehicle or operating machinery."

A school vehicle driver charged with or issued a citation for violating a federal or state law or local ordinance relating to motor vehicle traffic control in this or any other state or any federal, provincial, territorial or municipal law relating to motor vehicle traffic control in Canada, other than parking violations, shall notify the Superintendent or designee and the contract carrier in writing before the end of the business day following the day the school vehicle driver is charged or cited. Notice is required no matter what type of vehicle the driver was driving.

A school vehicle driver who is convicted of violating a federal or state law or local ordinance relating to motor vehicle traffic control in this or any other state or any federal, provincial, territorial or municipal law relating to motor vehicle traffic control in Canada, other than parking violations, shall notify the Superintendent or designee and the contract carrier in writing of the conviction within thirty (30) days of the date of conviction. Notice is required no matter what type of vehicle the driver was driving.

Any school vehicle driver whose operating privilege is suspended, revoked, canceled or recalled by any state, shall notify the Superintendent or designee and the contract carrier immediately upon reporting to work for the next scheduled shift following the notice of the suspension, revocation, cancellation, loss or disqualification.\[4\]

**Controlled Substances and Alcohol**
Prohibited Conduct -

School vehicle drivers shall not use medical marijuana products.

School vehicle drivers shall not ingest hemp products or otherwise use hemp products in a way that may result in absorption of hemp or hemp residue into the body.

A school vehicle driver shall not report for duty, drive, operate or be in the actual physical control of the movement of a school vehicle under the following circumstances:

1. While using or while having any amount of alcohol present in the body, including medications containing alcohol.[12]

2. While under the influence of a controlled substance or combination of controlled substances, or the combined influence of alcohol and a controlled substance or substances.[13]

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

An exception shall be made for therapeutic use of prescribed controlled substances used by a school vehicle driver when the driver has submitted in advance a licensed medical practitioner’s written statement that the prescribed substance will not adversely affect the driver’s ability to safely operate a school vehicle.

Consequences/Discipline -

The district shall place a school vehicle driver who drives, operates or is in physical control of a school vehicle out of service for thirty (30) days if the school vehicle driver:

1. Has any detectable amount of alcohol in his/her system; or

2. Refuses to take a test to determine his/her alcohol content.

A school vehicle driver who refuses to take a drug or alcohol test required pursuant to Board policy and administrative regulations has not refused to take a Department of Transportation (DOT) test.[14][15]

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

Maintenance of Records

Drug and alcohol test information for school vehicle drivers shall be maintained separate from test information for covered drivers, such information shall be treated as confidential and shall only be released in accordance with law.[11]

Drug and alcohol test information for school vehicle drivers shall not be included on the U.S. Department of Transportation Drug and Alcohol Testing MIS Data Collection Form.

Acknowledgment of Receipt

Each school vehicle driver shall sign a statement certifying that s/he has received a copy of this policy and its accompanying administrative regulations.

The district shall keep the original signed statement in the school vehicle driver’s personnel file and provide a copy to the driver.

Training

School vehicle drivers shall attend orientation and training sessions, as appropriate to the nature of their service. When training is provided for other school employees relating to the legal obligations of employers and educational institutions, consideration shall be given to which school vehicle drivers should also receive that training.

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In its effort to provide cost-effective programs, the Board uses outside independent contractors for a variety of purposes. The district is required to ensure that such contractors comply with certain legal requirements regarding contractor employees involved in the delivery of services to the district. This policy is adopted to outline those requirements and the manner in which the district shall direct and monitor contractor compliance.

Definitions

For purposes of this policy, contractor employee shall include an individual who:
1. Is employed or offered employment by an independent contractor or a subcontractor of an independent contractor, or is an individual independent contractor; and

2. Has or will have direct contact with children.

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

For purposes of this policy, independent contractor shall mean an individual or entity that contracts with the district to provide services.

**Authority**

The district is required by law to ensure that independent contractors and contractor employees comply with the mandatory background check requirements for criminal history and child abuse certifications, the employment history review requirement, and the arrest and conviction reporting requirements.[2][3][4]

**Guidelines**

Prior to using contracted services, a written contractual agreement shall be entered into between the district and the independent contractor and maintained centrally by the district in a manner similar to that for other contracts. Requests for proposals, bid specifications for proposals and resulting contracts shall specify the following:

1. Mandatory requirements for criminal history background checks, child abuse certifications, employment history reviews, and arrest and conviction reporting for contracted services involving direct contact with children, as mandated by law and set forth in this policy.[5]

2. A requirement that all contracted transportation providers provide a program of drug and alcohol testing for covered drivers. A covered driver shall include any contractor employee who drives, operates or is in the actual physical control or movement of a school bus or a commercial vehicle owned, leased or operated by the independent contractor in connection with school district services.[6][7][8][9][10]

3. That failure to comply with this policy and the requirements for criminal history background checks and child abuse certifications, employment history reviews, and required reporting of employee arrests, convictions or other misconduct by an independent contractor or contractor employee shall be grounds for termination of the contract.

The Superintendent or designee shall review all information provided pursuant to this policy and determine if information is disclosed that precludes employment or continued service of an independent contractor or contractor employee.[2][3][4][5][11]

Information submitted by an independent contractor or contractor employee in accordance with this policy shall be maintained centrally in a manner similar to that for school employees.

**Pre-Employment Requirements**

*Employment History Review*

Independent contractors shall conduct an employment history review, in compliance with state law, prior to assignment of a contractor employee to perform work for the district in a position or assignment involving direct contact with children. The independent contractor may use the information for the purpose of evaluating an applicant's fitness to be hired or for continued employment of a current contractor employee and may report the information as permitted by law.[4]

Independent contractors shall inform the district, in writing, upon receipt of an affirmative response to any of the abuse and sexual misconduct background questions for a contractor employee. If the district objects to the assignment, the independent contractor may not assign the contractor employee to the district.[4]

Independent contractors shall, upon request, provide the district to which a contractor employee is assigned access to the employee's employment history review records.

**Criminal History**

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Prior to assignment of contractor employees to perform work for the district in a position or assignment involving direct contact with children, contractor employees shall submit an official child abuse clearance statement and state and federal criminal history background checks (certifications) as required by law.[2][3]

Contractor employees shall report, on the designated form, all arrests and convictions as specified on the form. Contractor employees shall likewise report arrests and/or convictions that occur subsequent to initially submitting the form. Failure to accurately report such arrests and convictions may subject the individual to denial of employment/contract, termination if already hired/contracted, and/or criminal prosecution.[3]

Tuberculosis Test -
Contractor employees providing services for students shall undergo a test for tuberculosis in accordance with the regulations and guidance of the Pennsylvania Department of Health.[12][13]

Arrest and Conviction Reporting Requirements
All independent contractors shall adopt policies and procedures that require their employees, who are providing services to the district and who have direct contact with children, to notify the independent contractor, in writing, within seventy-two (72) hours of the occurrence, of an arrest or conviction required to be reported by law.

Contractor employees shall also be required to report to the independent contractor, within seventy-two (72) hours of notification, that the employee has been named as a perpetrator in a founded or indicated report pursuant to the Child Protective Services Law. The policies and procedures shall also include the provision that the failure on the part of contractor employees to make such a timely notification shall subject them to disciplinary action, including termination.[3][11]

If the independent contractor receives notice of such arrest or conviction or that the contractor employee has been named as a perpetrator in a founded or indicated report, from either the contractor employee or a third party, the independent contractor shall immediately report, in writing, that information to the Superintendent or designee.

The independent contractor shall immediately require a contractor employee to submit new certifications when there is a reasonable belief that the employee was arrested for or has been convicted of an offense required to be reported by law, was named as a perpetrator in a founded or indicated report, or has provided written notice of such occurrence.[3][11]

Contractor employees who provide transportation services shall immediately notify the independent contractor and the district’s transportation supervisor of any traffic citations or the suspension, revocation or cancellation of operating privileges.[14]

Educator Misconduct
If the Superintendent reasonably suspects that conduct being reported involves an incident required to be reported under the Educator Discipline Act, the Superintendent or designee shall notify the Pennsylvania Department of Education, in accordance with applicable law, regulations and Board policy 317.1.[15][16]

Training
Independent contractors shall provide their employees who have direct contact with children with mandatory training on child abuse recognition and reporting. The training shall include, but not be limited to, the following topics:[1]

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

2. Provisions of the Educator Discipline Act, including mandatory reporting requirements.[17]

3. District policy related to reporting of suspected abuse and sexual misconduct.[18]

4. Maintenance of professional and appropriate relationships with students.[19]

Employees of independent contractors who have direct contact with children are required to complete a minimum of three (3) hours of training every five (5) years.[1]

Contractor employees shall attend orientation and training sessions, as appropriate to the nature of their service. When training is provided for school employees relating to the legal obligations of employers
and educational institutions, consideration shall be given to which contractor employees should also receive that training.

Child Abuse Reporting

All contractor employees who have reasonable cause to suspect that a child is the victim of child abuse shall make a report of suspected child abuse in accordance with applicable law, Board policy and administrative regulations.[18][20]

Confidentiality

No contractor employee shall be permitted access to confidential student information unless the district has determined that such access is necessary for the contractor employee to fulfill his/her responsibilities. Contractor employees with access to confidential student information shall maintain the confidentiality of that information in accordance with Board policies and procedures and applicable law. If a contractor employee has questions about the confidentiality of student information, the contractor employee should consult with the building principal.[21][22]

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