

d. At all relevant and material times, Respondent was the treasurer for PTO.

e. At all relevant and material times, Respondent, as treasurer for PTO, had the authority to sign checks and withdrawal slips drawn on accounts and to otherwise withdraw money from, and make deposits into, accounts in the name of PTO.

f. Pursuant to Section 162.21 of the Act, Respondent, as treasurer, is deemed a fiduciary and acting in a fiduciary capacity for PTO.

Manufacturers and Traders Trust Company ("M&T Bank"), Account Number 4506677

g. At all relevant and material times, PTO maintained a checking account at M&T Bank, account number 4506677.

h. From July 6, 2004 through July 28, 2005, Respondent, on seventeen (17) occasions, issued checks made payable to "Melissa Gensure," "Missi Gensure," "Dave Gensure," "David Gensure," "David J. Gensure," "Lori Bachert or Melissa Gensure," and "Melissa Gensure or Lori Bachert" from M&T Bank, account number 4506677, as follows:

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Check No.	Post Date	Amount	Payee
3104	07/06/2004	\$ 300.00	Dave Gensure
3106	07/21/2004	\$ 500.00	Melissa Gensure
3108	08/02/2004	\$ 629.00	David Gensure
3112	09/07/2004	\$ 325.00	David J. Gensure
3113	09/20/2004	\$ 180.93	Dave Gensure
3114	09/20/2004	\$ 127.00	Dave Gensure
3121	10/08/2004	\$ 300.00	Melissa Gensure
3124	10/18/2004	\$ 175.00	Missi Gensure
3129	11/02/2004	\$ 175.00	Dave Gensure
3131	11/08/2004	\$ 400.00	Lori Bachert or Melissa Gensure
3143	12/06/2004	\$ 250.00	Dave Gensure
3148	12/31/2004	\$ 310.00	Melissa Gensure or Lori Bachert
3160	02/22/2005	\$ 300.00	Melissa Gensure
3176	04/07/2005	\$ 500.00	Melissa Gensure
3178	04/18/2005	\$ 190.00	Melissa Gensure
**	06/29/2005	\$ 800.00	Melissa Gensure
3214	07/28/2005	\$ 402.16	Melissa Gensure
		<u>\$ 5,864.09</u>	

** Counter Check

- i. Respondent forged the signature of PTO Vice President Lori Bachert on checks #3112, 3113, 3114, 3214, and the Counter Check.
- j. Respondent forged the endorsement of PTO Vice President Lori Bachert on check #3148.
- k. The issuance and negotiation of the checks identified in paragraph 2(h) were neither authorized nor approved by PTO.
- l. The checks identified in paragraph 2(h) were for Respondent's own personal use and benefit.
- m. The checks identified in paragraph 2(h) were not applied in a manner consistent with PTO's charitable purpose.

n. The total amount of the checks issued by Respondent for her own personal use and benefit from M&T Bank, account number 4506677, was \$5,864.09.

M&T Bank, Account Number 9830475084

o. At all relevant and material times, PTO maintained a business checking account at M&T Bank, account number 9830475084.

p. From October 26, 2005 through January 13, 2006, Respondent, on five (5) occasions, issued checks made payable to "Dave Gensure," "Melissa Gensure," "Lori Bachert or Melissa Gensure," and "Melissa Gensure/Lori Bachert," as follows:

Check No.	Post Date	Amount	Payee
1004	10/26/2005	\$ 322.50	Dave Gensure
1012	11/14/2005	\$ 400.00	Melissa Gensure
1019	11/25/2005	\$ 400.00	Melissa Gensure
1020	12/07/2005	\$ 1,000.00	Lori Bachert or Melissa Gensure
1021	01/13/2006	\$ 250.00	Melissa Gensure/Lori Bachert
		<u>\$ 2,372.50</u>	

q. Respondent forged the endorsement of PTO Vice President Lori Bachert on checks #1020 and #1021.

r. The issuance and negotiation of the checks identified in paragraph 2(p) were neither authorized nor approved by PTO.

s. The checks identified in paragraph 2(p) were for Respondent's own personal use and benefit.

t. The checks identified in paragraph 2(p) were not applied in a manner consistent with PTO's charitable purpose.

u. The total amount of the checks issued by Respondent for her own personal use and benefit from M&T Bank, account number 9830475084, was \$2,372.50.

M&T Bank, Account Number 15004200412986

v. At all relevant and material times, PTO maintained a commercial money market savings account at M&T Bank, account number 15004200412986.

w. From July 28, 2004 through January 17, 2006, Respondent, on seventeen (17) occasions, negotiated savings account withdrawals from M&T Bank, account number 15004200412986, as follows:

Posting Date	Amount
07/28/2004	\$ 587.49
08/09/2004	\$ 641.27
08/09/2004	\$ 22.20
08/20/2004	\$ 800.00
09/08/2004	\$ 250.00
10/18/2004	\$ 247.16
04/22/2005	\$ 210.00
04/26/2005	\$ 300.00
05/04/2005	\$ 197.00
05/18/2005	\$ 800.00
06/21/2005	\$ 420.00
08/01/2005	\$ 1,700.00
08/25/2005	\$ 218.50
10/26/2005	\$ 250.00
11/04/2005	\$ 350.00
11/28/2005	\$ 1,000.00
01/17/2006	\$ 600.00
	<u>\$ 8,593.62</u>

x. Respondent forged the signature of PTO Vice President Lori Bachert on the following withdrawals identified in 2(w) above:

<u>Date</u>	<u>Amount</u>
06/21/2005	\$420
08/1/2005	\$1,700
10/26/2005	\$250
11/04/2005	\$350
11/28/2005	\$1,000
01/17/2006	\$600

y. The issuance and negotiation of the withdrawals identified in paragraph 2(w) were neither authorized nor approved by the PTO.

z. The withdrawals identified in paragraph 2(w) were for Respondent's own personal use and benefit.

aa. The withdrawals identified in paragraph 2(w) were not applied in a manner consistent with PTO's charitable purpose.

bb. The total amount of the disbursements to Respondent for her own personal use and benefit from M&T Bank, account number 15004200412986, was \$8,593.62.

Tamaqua Elementary PTO Fundraisers

cc. Respondent was responsible for depositing monies collected at PTO fundraising events into the PTO commercial money market savings account, number 15004200412986, identified above in paragraph 2(v).

dd. Respondent instructed all persons collecting money at PTO fundraisers to stop the current practice of independently making deposits into the PTO bank account, and to instead give all collected monies to Respondent.

ee. From September 2004 to November 2005, Respondent was given money totaling \$71,689.49 raised at six PTO fundraising events. These funds were to be deposited in their entirety into the PTO bank account. Respondent deposited only \$54,167.58 into the PTO account, as follows:

Fundraising Event	Amount Raised	Amount Deposited	Difference	Date
Cherry Dale Sale	\$23,143.36	\$ 19,426.75	\$ 3,716.61	09/27/2004
Candle Sale	\$10,550.00	\$ 6,257.00	\$ 4,293.00	11/10/2004
Santa's Workshop	\$5,235.80	\$ 2,022.00	\$ 3,213.80	12/15/2004
5th Grade Candle Sale	\$2,760.00	\$ 2,180.00	\$ 580.00	02/08/2005
Cherry Dale Sale	\$19,980.33	\$ 15,901.83	\$ 4,078.50	10/11/2005
Candle Sale	\$10,020.00	\$ 8,380.00	\$ 1,640.00	11/18/2005
Totals:	<u>\$71,689.49</u>	<u>\$ 54,167.58</u>	<u>\$ 17,521.91</u>	

ff. PTO neither authorized nor approved the Respondent's diversion of these funds from PTO's bank account.

gg. The missing fundraiser money was diverted for Respondent's own personal use and benefit.

hh. The total amount of PTO fundraiser money diverted by the Respondent for her own personal use and benefit totals \$17,521.91.

ii. The diverted fundraiser money was not applied in a manner consistent with PTO's charitable purpose

Summary of All Accounts

jj. Respondent, on thirty-nine (39) separate occasions, caused checks or disbursements totaling \$16,830.21 from accounts in the name of Tamaqua Elementary PTO, without approval or authorization from PTO, for her own personal use and benefit.

kk. Respondent, on six occasions, diverted money collected at PTO fundraisers totaling \$17,521.91, without approval or authorization from PTO, for her own personal use and benefit.

ll. On February 8, 2006, Respondent gave \$6,000 cash to PTO board members.

mm. The total amount of the checks and disbursements from accounts in the name of Tamaqua Elementary PTO, and diverted PTO fundraiser money, converted for Respondent's own personal use and benefit, was \$34,352.12, less the \$6,000 paid to PTO.

AGREED VIOLATIONS

3. Respondent agrees that by engaging in the foregoing activities, Respondent committed multiple violations of the Act as follows:

a. 10 P.S. § 162.15(a)(1), by and through § 162.13(a), in that when Respondent, as treasurer, issued thirty-nine (39) checks or disbursements from accounts in the name of Tamaqua Elementary PTO, and failed to deposit monies collected at PTO fundraisers into accounts in the name of Tamaqua Elementary PTO, and converted these funds for her own personal use and benefit, she caused Tamaqua Elementary PTO to apply contributions in a manner not consistent with the organization's charitable purpose;

b. 10 P.S. § 162.15(a)(1), by and through § 162.21, in that when Respondent, as treasurer, issued thirty-nine (39) checks or disbursements from accounts in the name of Tamaqua Elementary PTO, and failed to deposit monies collected at PTO fundraisers into accounts in the name of Tamaqua Elementary PTO, and converted these funds for her own personal use and benefit, she breached the fiduciary duty she owed to Tamaqua Elementary PTO; and

c. 10 P.S. § 162.15(a)(2), in that when Respondent, as treasurer, issued thirty-nine (39) checks or disbursements from accounts in the name of Tamaqua Elementary PTO, and failed to deposit monies collected at PTO fundraisers into accounts in the name of Tamaqua Elementary PTO, and converted these funds for her own personal use and benefit, she utilized unfair and deceptive acts and engaged in fraudulent conduct which created a likelihood of confusion or of misunderstanding.

PROPOSED ORDER

4. The participants consent to the issuance of the following Order in settlement of this matter:

a. Respondent violated the Act at 10 P.S. § 162.15(a)(1), by and through § 162.13(a), § 162.15(a)(1), by and through § 162.21, and § 162.15(a)(2).

b. A **PUBLIC REPRIMAND** is hereby issued to Respondent.

c. Respondent shall not represent, either directly or indirectly, that by this Consent Agreement the Bureau of Charitable Organizations has sanctioned, condoned, or approved any part or aspect of Respondent's activities.

d. Respondent shall not, either directly or indirectly, participate in any activities within the Commonwealth of Pennsylvania in violation of the Act.

e. Respondent shall not assume any position, whether voluntary or paid, in any charitable organization, which involves the solicitation, collection, or expenditure of contributions.

f. Respondent shall fully cooperate with the Schuylkill County District Attorney's Office and the Tamaqua Police Department in their efforts to achieve full restitution to Tamaqua Elementary PTO.

5. This case shall be deemed settled and discontinued upon the Secretary issuing an Order adopting this Consent Agreement and the Respondent's successful completion of any ordered discipline.

ACKNOWLEDGEMENT OF NOTICE AND WAIVER OF HEARING

6. Respondent waives the filing of an Order to Show Cause in this matter. Respondent knowingly and voluntarily waives the right to an administrative hearing in this matter, and to the following rights related to that hearing: to be represented by counsel at the hearing; to present witnesses and testimony in defense or in mitigation of any sanction that may be imposed for a violation; to cross-examine witnesses and to challenge evidence presented by the Bureau; to present legal arguments by means of a brief; and to take an appeal from any final adverse decision.

AGREEMENT NOT BINDING ON OTHER PARTIES

7. This Consent Agreement is between the Bureau and Respondent only. It does not bind any other administrative entity of the Commonwealth of Pennsylvania, including any other bureau within the Department of State. Except as otherwise noted, this Agreement is to have no legal effect if (a) the Office of General Counsel expresses an objection to the Agreement's form or legality and/or (b) unless and until the Secretary issues the stipulated Order.

EFFECT OF SECRETARY'S REJECTION

8. Should the Secretary not approve this Consent Agreement, presentation to and consideration of this Consent Agreement and other documents and matters by the Secretary shall not prejudice the Secretary from further participation in the adjudication of this matter. This paragraph is binding on the participants even if the Secretary does not approve this Consent Agreement.

ENTIRE AGREEMENT

9. This Agreement contains the whole agreement between the parties; provided, however, that the captions printed in the various provisions of this agreement are for ease of reading

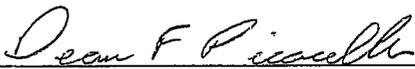
only and are not to be interpreted as forming any part of this agreement. There are no other terms, obligations, covenants, representations, statements or conditions, or otherwise, of any kind whatsoever, concerning this Agreement.

AGREEMENT DOES NOT PREVENT REFERRAL TO OTHER AGENCIES

10. The parties acknowledge that other federal, state, and/or local agencies may have jurisdiction over the activities of, or representations made by, Respondent. Nothing in this Consent Agreement or the Order based upon this Consent Agreement shall preclude representatives of the Bureau from referring any information or data produced as a result of this matter to any federal, state, or local agency or governmental unit having jurisdiction over the activities of Respondent.

VERIFICATION OF FACTS AND STATEMENTS

11. Respondent verifies that the facts and statements set forth in this Agreement are true and correct to the best of Respondent's knowledge, information and belief. Respondent understands that statements in this Agreement are made subject to the criminal penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



Dean F. Picarella
Prosecuting Attorney
Department of State



Melissa D. Gensure
Respondent

DATED: 02/25/2009

DATED:

4/17/08



**IN THE MATTER OF
MELISSA D. GENSURE
FILE NO. 06-98-08498**

ORDER

AND NOW, to wit, on this 26th day of February 2009, the terms of paragraph 4 of the foregoing Consent Agreement are hereby adopted and incorporated as the Order of the Secretary of the Commonwealth in resolution of this matter. This Order shall take effect immediately.

BY ORDER

Pedro A. Cortés

Pedro A. Cortés
Secretary of the Commonwealth