

EAST STROUDSBURG AREA SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING – March 17, 2014

Carl T. Secor Administration Center – Board Room

7:00 P.M.

ADDENDUM A

XIV. STUDENT ITEM

(The following item(s) are to be deleted from the consensus motion at Board Member(s) request.)

C. Field Trip – 75 Miles or More

RECOMMENDATION: Motion to approve the 75 miles or more field trip listed. The proposal and itinerary for the field trip meet the required Board Policy #121.

	Name	Activity	Location	Dates
7.	Brescancine, Stacey/D' Alessio, Melissa	Class of 2014 Senior Trip to Six Flags Great Adventure	Jackson, NJ	5/29/14

(See page 2)

XIX. FISCAL ITEM

(The following item(s) are to be deleted from the consensus motion at Board Member(s) request.)

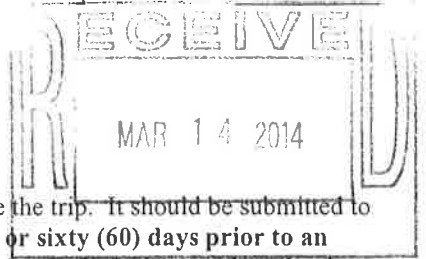
M. TransPerfect, Inc.

RECOMMENDATION: Motion to approve a contract with TransPerfect, Inc. in substantially the form as presented for the provision of interpretation/translation services which are needed for a required student speech and language evaluation/assessment at an estimated cost of \$495.00 plus a travel fee of approximately \$70.00.

(See pages 3-8)

Please Check One:
 Regular Day Trip
 Extended Day Trip
 Overnight Trip

Dispatch Order #:



EAST STROUDSBURG AREA SCHOOL DISTRICT
 FIELD TRIP REQUEST FORM

The top section of this form is to be completed by the staff member seeking permission to make the trip. It should be submitted to the building principal for approval at least thirty (30) days prior to the desired day trip date or sixty (60) days prior to an overnight trip. Buses and trips will be approved on a first-come, first-served basis. All field trips made during regular school days should be scheduled between 8:30 A.M. and 1:45 P.M. Drivers will be assigned by the Transportation Office. Do not request specific drivers.

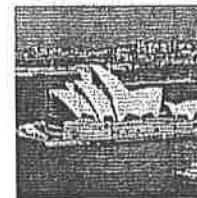
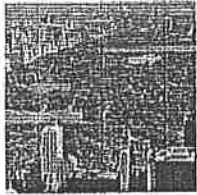
SCHOOL E. Stroudsburg H.S. GROUP Class of 2014 REQUESTOR Stacey Brescancine/D'Alessio *Melissa*
 DESTINATION Six Flags North GRADE(S)/LEVEL(S) 12
 DIRECTIONS TO DESTINATION OBTAINED (Please check) YES NO
 DATE May 29, 2014 PLACE OF DEPARTURE (Be Specific) Front lobby high school North
 NUMBER OF STUDENTS MAKING TRIP ≈ 200 NUMBER OF SCHOOL BUSES NEEDED 0
 BUS ARRIVAL TIME (For pre-departure preparation) ~~8:00 AM~~ 7:30 A.M.
 BUS DEPARTURE TIME (After all pre-trip preparation is complete) 8:00 A.M.
 RETURN TIME (When bus(es) arrive back at school for other duties) 10:00 PM
 PURPOSE OF TRIP (Include relationship to present curriculum area being covered) Senior Trip
charter buses - 4

NUMBER OF CHAPERONES REQUIRED (See Board Policy No. 121) 1 *
 * List must be submitted to the building principal at least two (2) weeks prior to the date of the trip.
 PROJECTED COST OF TRIP:
 # of Substitutes 20 X # of Days 1 = \$ 1,600
 Transportation Costs (as is applicable) \$ 1,155/bus
 Admission/Registration Fees \$ 47.07/person
 Miscellaneous (Please list) bus parking \$ 75
 Grand Total \$ 14,109

PROCEDURAL PLAN/RAIN DATE IN CASE OF POSTPONEMENT/CANCELLATION: _____

SIGNATURE -- Staff Member Making Request Melissa D'Alessio DATE 3-16/14
 SIGNATURE/APPROVAL -- Building Principal _____ DATE 3/6/14
 SIGNATURE/APPROVAL -- Director of Athletics and Activities* _____ DATE _____
 * As is applicable

BUS AVAILABILITY -- Transportation Office _____ DATE _____
 SIGNATURE -- Asst. Supt./Curriculum & Instruction Thomas A. Jenk DATE 3/17/14
 SIGNATURE -- Superintendent 2 DATE _____



TRANSPERFECT TRANSLATIONS

Reservation Agreement for East Stroudsburg Area School District

Client	<p>Marialena Casciotta East Stroudsburg Area School District 50 Vine Street East Stroudsburg, PA 18301 t 570.424.8500 marialena-casciotta@esasd.net</p>
Prepared by	<p>Ilyssa Gross TransPerfect Translations, Inc. 30 South 15th Street 5th Floor Philadelphia, PA 19102 t 215.972.0810 igross@transperfect.com</p>
Project	Arabic Interpreter
Date	March 13, 2014
Proposal Version	1.0

Reservation Agreement for East Stroudsburg Area School District

This reservation agreement has been prepared by TransPerfect, Inc. ("TransPerfect") for East Stroudsburg Area School District ("the Client"). Before it is executed by TransPerfect and the Client, it will serve as an estimate for the Arabic Interpreter. When executed by both TransPerfect and the Client, this proposal becomes a legally binding agreement between TransPerfect and the Client.

Project Description

Consecutive Interpretation (half day)

Date: March 19, 2014

Languages	Daily Rate	Number of Interpreters	Estimated Total
English <> Arabic	\$495.00	1	\$495.00
Estimated Charges for Professional Interpreter(s)			\$495.00

**Please note these rates are discounted from our standard half-day rate of \$695 in an attempt to build a local business relationship with East Stroudsburg Area School District.*

Scheduled Dates: March 19, 2014

Scheduled Times: 9:00 AM- 11:00AM

Meeting Place: J.M. Hill Elementary

Contact: Marialena Casciotta
570-424-8500, marialena-casciotta@esasd.net

Subject Matter: Speech and Language testing for a student

Travel

Any travel expenses that are incurred by the linguist(s) in connection with this assignment are to be paid by the Client. "Travel expenses" include transportation fares (train, plane, bus, taxis, etc.); gas costs incurred by the linguist(s) when using a personal vehicle to reach the site (billed based on the government's standard per-mile rate); travel time (billed based on the linguist's hourly rate); and any on-site expenses such as parking. Additionally, the Client can opt to have TransPerfect make travel arrangements for a 20% fee above the total cost of travel.

Time Requirements

The rate for on-site services is based on a normal working day of eight hours (8) with a one-hour break for lunch. Unforeseeable circumstances sometimes dictate that overtime is required (when a meeting runs late, for example). If the services are required beyond the normal working day, a supplemental rate of \$225.00 will be applied per additional hour. Any partial hour will be rounded up to one full hour.

Approval

By signing this agreement, the Client (a) agrees to be bound by all the provisions hereof (including all the terms and conditions set forth within this document), (b) acknowledges the sole responsibility to make full payment of all charges and expenses relating to the project within 30 days after its completion, collection of related payments from any third party is a private matter of the Client and shall not affect the Client's responsibility for payment to TransPerfect, and (c) shall make payment of any and all applicable federal, state and local sales, withholding, use, value added, excise, duty and any other taxes of any nature assessed on the Services and/or Deliverables including taxes any government agency assesses on tangible personal property acquired by TransPerfect for use by Client, such as, but not limited to, film, photographs, illustrations and printing, except any tax based on TransPerfect's net income.

Terms and Conditions

Notwithstanding anything herein that may be to the contrary, the availability of interpreters for any particular project is not guaranteed by TransPerfect unless and until this agreement is signed by the Client and received by TransPerfect at least seven (7) business days before the scheduled date of such project. Accordingly, TransPerfect shall not be obligated to perform hereunder and shall not be liable for any damages if this agreement is not signed by the Client and received by TransPerfect at least seven (7) business days before the scheduled date of such project.

If the Client should cancel a particular project and such cancellation occurs more than four (4) business days before the scheduled date of such project, then the Client is obligated hereunder to pay to TransPerfect 50% of the estimated interpretation charges, plus 100% of any travel and on-site costs that have been incurred in respect of such project. If the Client should cancel a particular project and such cancellation occurs within four (4) business days before the scheduled date of such project, then the Client is obligated hereunder to pay to TransPerfect 100% of the estimated interpretation charges, plus 100% of any travel and on-site costs that have been incurred in respect of such project. This is required because interpreters are professionals who refuse other assignments for the times they are scheduled.

If ten (10) business days lapse following the completion of a particular project without communication from the Client of any possible concerns with TransPerfect's performance, then the Client irrevocably waives all rights to dispute payment of any and all invoices pertaining to such project.

TransPerfect shall not be liable under any theory at law, in equity or otherwise for any special, exemplary, punitive, incidental, indirect or consequential damages (even if TransPerfect has been advised of same), including without limitation lost profits or revenues. The entire liability of TransPerfect for any claim, loss or damages under any theory at law, in equity or otherwise, including without limitation contract, tort, negligence and strict liability, arising out of this agreement or the engagement of TransPerfect in connection with the project in question, the performance or breach hereof, or the subject matter hereof shall not in any event exceed the sum of the payments actually made by the Client to TransPerfect pursuant to this agreement. Any action against TransPerfect must be brought within one (1) year after the claim arose.

Warranties and Covenants

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By signing this agreement the Client acknowledges, agrees, represents, warrants, and covenants that (i) the Client shall not solicit the services of the interpreter(s), either directly or indirectly, for the Client's benefit, the interpreter(s) benefit, or the benefit of any third party, including, without limitation, attempting to hire or independently contract with the interpreter(s), and (ii) should the Client require work to be completed beyond this agreement, then the Client will contact TransPerfect to make the appropriate arrangements and shall not under any circumstance attempt to contract work from the interpreter(s) directly. The foregoing provisions of this paragraph shall cease to apply to the Client in respect of any particular interpreter(s) after the third (3rd) anniversary of the last date on which such interpreter(s) performed any work for the Client on behalf of TransPerfect, whether pursuant to this agreement or otherwise.

At no time will the Client permit (i) any interpreter(s) to remove documents or other materials from the Client's offices, or (ii) any interpreter(s) to retain other interpreters for the purposes of outsourcing any of the interpreter's services being rendered to the Client.

TransPerfect may assign its rights under this agreement (including the restrictive covenants, which shall be enforceable by the assignee) without the Client's consent. This agreement is binding on, and inures to the benefit of TransPerfect's authorized assignees and successors.

Interest and Collection Fees

Amounts not paid when due shall bear interest at the lesser of (i) 1.5% per month (18% per annum) or (ii) the maximum rate of interest permitted by applicable law on all past due balances hereunder. If TransPerfect must resort to collection by an agency or through legal action, the Client agrees to pay collection fees and reasonable attorney's fees in an amount not less than 33 1/3% of the unpaid principal and interest owed to TransPerfect hereunder. If the above fees exceed the amounts allowed under the applicable law(s), then the maximum amount allowed shall be paid to TransPerfect by the Client.

Confidentiality

Confidential Information shall mean any Proprietary Information, data, source code, object code, flow charts, software in any stage of development, know-how, processes, designs, plans, drawings, specifications, documentation, reports, manuals, proposals, pricing, market research or development plans disclosed in tangible or intangible form to one party ("Recipient") by the other party ("Discloser"). Recipient shall not, without prior written permission by the Discloser, transmit the Confidential Information received from Discloser to any third person or entity, except (i) to independent contractors who have a need to know and signed written confidentiality agreements agreeing to maintain the confidentiality of all Confidential Information, (ii) to those in a fiduciary relationship with the Client, or (iii) as may be required by law. Recipient shall exert commercially reasonable efforts to confine knowledge of and access to Confidential Information to those employees who, in the ordinary course and scope of their employment, need to have knowledge of and access to such Confidential Information.

Modification

This agreement may not be orally modified. Only a modification in writing, agreed to by both parties, will be enforceable. Authorization via electronic mail shall constitute written agreement.

Severability

Should any part of this agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such invalidity or unenforceability shall not void or render invalid or unenforceable any other part of this agreement.

Governing Law

This agreement and all rights and obligations of the parties relating hereto shall be governed by and construed in accordance with the internal laws of the State of Pennsylvania without giving effect to any conflicts of law rules that would cause the application of the laws of any other jurisdiction and any suit brought hereon must be brought in the state or federal courts sitting in the County of Monroe, State of Pennsylvania, the parties hereby waiving any claims or defenses that such forum is not convenient.

TransPerfect offers this proposal as of March 13, 2014.

TRANSPERFECT, INC.

By: _____
Ilyssa Gross

Account Executive

Date:

Agreed and Accepted as of the date below written:

East Stroudsburg Area School District

By: _____
Name:

Title:

Date:

BILLING INFORMATION:

(if different from the client's contact information)

Name: _____

Title: _____

Company: _____

Case No./ Reference No.: _____

Address: _____

Address: _____

Email: _____

Phone: _____

Fax: _____

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