

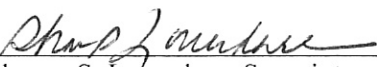
**EAST STROUDSBURG AREA SCHOOL DISTRICT
and
EAST STROUDSBURG AREA EDUCATION SUPPORT PROFESSIONAL
ASSOCIATION**

MEMORANDUM OF UNDERSTANDING (Probationary Period)

The East Stroudsburg Area School District (hereinafter referred to as "District") and the East Stroudsburg Area Education Support Professional Association (hereinafter referred to as "Association"), agree to the following:

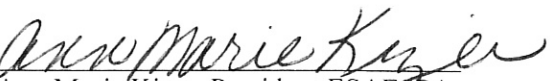
- 1) For the purpose of defining the probationary period as it appears in Articles IV, XXV, and XXVI of the Collective Bargaining Agreement effective July 1, 2015 through June 30, 2017, the 90 workdays shall be defined as calendar days. Calendar days shall be exclusive of weekends, except as noted in Paragraph 2, and shall be inclusive of Holidays as defined in Article IX (page 6) of the CBA approved by the Board of Education on December 21, 2015.
- 2) For bargaining unit members whose regular work week include Saturdays, weekends shall be defined as Sundays and Mondays.
- 3) For 10 month employees, the calendar days must occur within a school year(s). Summer break will not be included in the calculation of the 90 workdays.
- 4) This Memorandum of Understanding shall be effective for bargaining unit members whose probationary period begins on or after June 1, 2016.
- 5) The District and the Association agree that this Agreement shall not establish a past practice.

East Stroudsburg Area School District

By: 
Sharon S. Laverdure, Superintendent

Date: 6-9-16

**East Stroudsburg Area Education Support
Professional Association**

By: 
Ann Marie Kizer, President ESAESPA

Date: 06/09/16

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**AFFILIATION AGREEMENT
WITH A SCHOOL DISTRICT**

THIS AGREEMENT, is made by and between **KUTZTOWN UNIVERSITY OF PENNSYLVANIA**, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and **EAST STROUDSBURG SCHOOL DISTRICT**, (hereinafter "School District"). **Monroe County, EAST STROUDSBURG, PA.** The parties intend to be legally bound to the following terms:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the practicum experiences for student teaching, professional development school (PDS students), interns and student observers. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the School District.
- b. *Education of Students.* The University shall assume full responsibility for the classroom and classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, and the requirements of matriculation, grading and graduation.
- c. *Submission of Candidates.* The University shall submit the names of the students to the School District or a designated representative at least two weeks prior to the practicum assignment or student teaching.
- d. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the School District and should any student fail to abide by any policy and/or procedure, he or she may be expelled from the program.
- e. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense with an insurance company licensed and authorized to conduct business in the Commonwealth of Pennsylvania. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the practicum or student teaching assignment. Students shall be responsible to provide School District with a certificate of insurance consistent with these requirements naming School District as an additional insured for the duration of the practicum or student teaching assignment. The certificate of insurance must unconditionally provide School District with thirty (30) days' written notice of any cancellation or modification of the insurance."

The School District understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there

is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, *et seq.*

- f. Compensation.* For and in consideration of the placement of student teachers with district cooperating teachers, the University agrees to pay to each cooperating teacher selected to guide the student's experience, a stipend as outlined by the Board of Governors, State System of Higher Education, Commonwealth of Pennsylvania, Policy 1988-04. This stipend is in addition to the regular salary paid by the school district or agency.

II. DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT

- a. *Establishment of Practicum or Student Teaching.* The School District authorizes the use of its facilities as may be agreed upon by the School District and the University as a practicum experiences for student teaching, professional development school (PDS students), interns and student observers. This practicum or student teaching, professional development school (PDS students), interns and student observers is for students enrolled in the University's College of Education approved certification programs. This practicum/student teaching, professional development school (PDS students), interns and student observers is required and authorized by law.
- b. *Policies of School District.* The University will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience. The School District will provide the University all the applicable information at least two weeks in advance of the Student's participation. Students shall comply with all School District policies, laws governing the School District, and School District guidelines and legal requirements relating to confidentiality during the practicum or student teaching assignment, including but not limited to providing acceptable criminal history background checks pursuant to the Pennsylvania Public School Code and the Child Protective Services Act.
- c. *Administration.* The School District will have sole authority and control over all aspects of student services. The School District will be responsible for and retain control over the organization, and operation of its programs.
- d. *Removal of Noncompliant Student.* The School District shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, the School District should immediately contact the responsible University Faculty Advisor.

- e. *Designation of Representative.* The School District shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the experience on the student(s).
- f. *Supervision of Students.* The School District shall provide either a practicum site supervisor or a cooperating teacher who will supervise student activities during practicum visit or student teaching.
- g. *Eligibility Requirements.* Each cooperating teacher selected to supervise the student teacher shall hold a current Pennsylvania certificate in the subject area/grade level to which the student teacher is assigned. The cooperating teacher will have a minimum of three (3) years of full time teaching experience and in his/her current assignment in a school district for a minimum of one year.
- h. *Reporting of Student Progress.* The School District shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School District.
- i. *Student Records.* The School District shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
- j. *Substitute Teaching.* The School District shall comply with the appropriate Pennsylvania statutes prohibiting student teachers to be used as substitute teachers at any time during their student teaching assignments.

III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties will mutually agree upon the number of students that shall be assigned to the School District for this practicum or student teaching experience.
- b. *Term of Agreement.* The term of this Agreement shall be five years from the date of execution. This Agreement may not exceed a period of five years.
- c. *Termination of Agreement.* The University or the School District may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the School District terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- d. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color,

creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.

- e. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- g. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- h. *Liability.* Neither of the parties shall assume any liabilities to each other, except as specifically stated in this Agreement. As to liability for damage, injuries or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth, School District, or of the State System of High Education or the University.
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

The authorized representatives of the parties have executed this Agreement as of the date indicated below.

Kutztown University of Pennsylvania



Authorized Signature

East Stroudsburg School District



Authorized Signature

Dr. Kenneth S. Hawkinson, President

Title

Superintendent

Title

EFFECTIVE DATE OF AGREEMENT: 5-19-16

(date of last signature)

EAST STROUDSBURG AREA SCHOOL DISTRICT

Phone: (570) 424-8500 – Fax (570) 421-4968

Contract for In-District Services

Name of Provider: Jill Jennings

Employee # 8610

Date(s) of Services: June 3, 2016 through July 28, 2016

Title of Presentation/Service: Title I Summer Reading Program

Purpose of Presentation/Service: Substitute Teacher

Total Time Required for Presentation/Service: Not to exceed a total of 75 hours.

Presentation/Service Facility: Middle Smithfield Elementary School (may be requested by other elementary buildings in the event of an emergency)

Maximum Number of Participants: n/a

Presentation/Service Rate: \$28.56 per hour

Total Estimated Cost of Proposed Presentation/Service: Not to exceed \$2,142.00

Budget Account Number to be charged: Title I: 10-1420-120-440-10-00-92

Audio/Visual Equipment Needed: n/a

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items. If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the provider.

Signature of Initiator: [Signature] 4/25/16
Initiator sends to Provider to sign DATE

Signature of Provider: [Signature] 4/29/16
Provider sends to Assistant Superintendent for Curriculum & Instruction DATE

Approvals:
Assistant Superintendent
For Curriculum & Instruction: [Signature] 5/11/16
Send to the Superintendent's Office DATE

After Board Approved Board Approval Date _____
Superintendent: [Signature] MAY 17 2016
Send back to the Initiator DATE

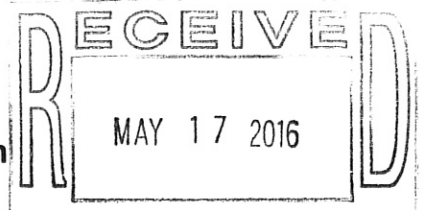
Upon Completion of Presentation/Service the Initiator will complete.

Comments on services _____

Total due provider _____ Approved for payment _____

- Initiator will distribute the copies:
- Business Office (payroll) for payment
 - Human Resources – Place in Presenter's File
 - Staff Development Secretary
 - Initiator
 - Provider

East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968



Contract For In-District Personnel Presentation

Name of Presenter Lori Barry
Date(s) of Presentation 8-17-16
Presentation Title New Teacher Induction Training
Purpose of Presentation New Teacher Induction
Total Time Required for Presentation 75 min.
Presentation Facility Admin - Boardroom
Maximum Number of Participants _____
Total Estimated Cost of Proposed Presentation \$ 125.
Budget Account Number to be Charged 10-2770-330-000-10-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature [Signature] Date 5/11/16
Initiator sends to Presenter to sign.

Presenter Signature Lori Barry Date 5/16/16
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date MAY 16 2016
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

JUN 13 2016

EAST STROUDSBURG AREA SCHOOL DISTRICT

Phone: (570) 424-8500 – Fax (570) 421-4968

Contract for In-District Services

Name of Provider: Marie Christiansen

Employee # 4082

Date(s) of Services: June 28, 2016 and July 26, 2016

Title of Presentation/Service: Summer KG Screenings for Quick Start Program

Purpose of Presentation/Service: Teacher

Total Time Required for Presentation/Service: 2 days at 7 hours per day. Not to exceed a total of 14 hours.

Presentation/Service Facility: BES K SCREENINGS

Maximum Number of Participants: n/a

Presentation/Service Rate: \$28.56 per hour

Total Estimated Cost of Proposed Presentation/Service: Not to exceed \$399.84

Budget Account Number to be charged: K10 Grant 10-1801-120-415-10-00-85

Audio/Visual Equipment Needed: n/a

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items. If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the provider.

Signature of Initiator: [Signature] 6/1/16
Initiator sends to Provider to sign DATE

Signature of Provider: Marie Christiansen 6-1-16
Provider sends to Assistant Superintendent for Curriculum & Instruction DATE

Approvals:	
Assistant Superintendent For Curriculum & Instruction: Send to the Superintendent's Office	<u>[Signature]</u> <u>6-13-14</u> DATE
After Board Approved	Board Approval Date _____
Superintendent: Send back to the Initiator	_____ DATE

Upon Completion of Presentation/Service the Initiator will complete.

Comments on services _____

Total due provider _____ Approved for payment _____

- Initiator will distribute the copies:
- Business Office (payroll) for payment
 - Human Resources – Place in Presenter's File
 - Staff Development Secretary
 - Initiator
 - Provider

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EAST STROUDSBURG AREA SCHOOL DISTRICT

Phone: (570) 424-8500 – Fax (570) 421-4968

Contract for In-District Services

JUN 03 2016

Name of Provider: Robin Daning

Employee # 4281

Date(s) of Services: June 3, 2016 through July 28, 2016

Title of Presentation/Service: Title I Summer Reading Program

Purpose of Presentation/Service: Summer Program Teacher

Total Time Required for Presentation/Service: 75 hours of instruction, plus 15 hours planning time. Not to exceed a total of 90 hours.

Presentation/Service Facility: Resica Elementary School

Maximum Number of Participants: n/a

Presentation/Service Rate: \$28.56 per hour

Total Estimated Cost of Proposed Presentation/Service: Not to exceed \$2,570.40

Budget Account Number to be charged: Title I: 10-1420-120-440-10-00-92

Audio/Visual Equipment Needed: n/a

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items. If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the provider.

Signature of Initiator: [Signature] 5/13/16
Initiator sends to Provider to sign DATE

Signature of Provider: [Signature] 5/13/16
Provider sends to Assistant Superintendent for Curriculum & Instruction DATE

Approvals:
Assistant Superintendent
For Curriculum & Instruction: [Signature] 6-3-16
Send to the Superintendent's Office DATE

After Board Approved Board Approval Date _____

Superintendent: _____
Send back to the Initiator DATE

Upon Completion of Presentation/Service the Initiator will complete.

Comments on services _____

Total due provider _____ Approved for payment _____

Initiator will distribute the copies:

- Business Office (payroll) for payment
- Human Resources – Place in Presenter's File
- Staff Development Secretary
- Initiator
- Provider

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TO: SUPERINTENDENT 6/6/16

Diamond Event Entertainment

5 Cypress Court, East Stroudsburg, PA 18301

Contract of Services

Client Information:

Client Name: Aimee Ellison
Client Address: 279 North Courtland St.
Client Phone: 570 -

Event Information:

Type of event: Special Olympics
On the date of: 5-12-16
Services: Photobooth
Package: Platinum Diamond Gold Silver
Venue: ESHS South
Venue Address: 279 N. Courtland St. E. Stbg, PA
Event time: 10:30 to 12:30 Number of guests: 1800

Total Amount \$ 550.00

A \$ \$0 deposit is due upon the completion of this contract.

The remaining amount of \$ 550.00 is due 30 days prior to the date of the event.

Any additional hours will be \$ na per hour extended.

****Please make checks payable to Diamond Event Entertainment or Richard Rodriguez****

Deposit:

Paid on: _____

Amount: na

Check #: _____

We will provide DJ services, lighting and sound. We will arrive a minimum of 1 hour prior to the event. This agreement states that DJ will be ready to perform at the start time of the engagement. No guarantee is made as to DJ time of arrival; however, DJ requests that they be permitted a minimum of 60 minutes immediately before the start of the engagement and a minimum of 60 minutes immediately after the end of the engagement for setup and teardown.

Deposit/payments in DJ's possession for cancelled events are forfeited and are nonrefundable. In the event that the event is cancelled, it will be considered a "breach of contract". The Client and DJ agree that this contract is not subject to a "no penalty no fee" cancellation unless both parties have agreed to such cancellation in writing. This is a binding contract.

Client Signature Aimee Ellison Date 5/6/16

Diamond Event Entertainment Signature Richard Rodriguez Date 5/6/16

570-234-5197

www.diamondentertainmentonline.com

diamondevent@hotmail.com

EAST STROUDSBURG AREA SCHOOL DISTRICT

Phone: (570) 424-8500 – Fax (570) 421-4968

Contract for In-District Services

Name of Provider: Ashley Dreisbach

Employee # 8734

Date(s) of Services: June 28, 2016 and July 26, 2016

Title of Presentation/Service: Summer KG Screenings for Quick Start Program

Purpose of Presentation/Service: Teacher

Total Time Required for Presentation/Service: 2 days at 7 hours per day. Not to exceed a total of 14 hours.

Presentation/Service Facility: Smithfield Elem.

Maximum Number of Participants: n/a

Presentation/Service Rate: \$28.56 per hour

Total Estimated Cost of Proposed Presentation/Service: Not to exceed \$399.84

Budget Account Number to be charged: KtO Grant 10-1801-120-415-10-00-85

Audio/Visual Equipment Needed: n/a

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items. If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the provider.

Signature of Initiator: [Signature] 6/2/16
Initiator sends to Provider to sign DATE

Signature of Provider: [Signature] 6/2/16
Provider sends to Assistant Superintendent for Curriculum & Instruction DATE

Approvals:

Assistant Superintendent
For Curriculum & Instruction: [Signature] 6-13-16
Send to the Superintendent's Office DATE

After Board Approved Board Approval Date _____

Superintendent: _____
Send back to the Initiator DATE

Upon Completion of Presentation/Service the Initiator will complete.

Comments on services _____

Total due provider _____ Approved for payment _____

Initiator will distribute the copies:

- Business Office (payroll) for payment
- Human Resources – Place in Presenter's File
- Staff Development Secretary
- Initiator
- Provider

ATHLETIC TRAINING

AFFILIATION AGREEMENT FOR CLINICAL PRACTICE INTERNSHIP AND USE OF A FACILITY AS AN ATHLETIC TRAINING INTERNSHIP SITE

THIS AGREEMENT, is made this 1 day of June, 2016, by and between EAST STROUDSBURG UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and **East Stroudsburg Area School District – North High School** (hereinafter "Internship Site").

BACKGROUND

WHEREAS, Internship Site is equipped with the facilities and appropriate supervision necessary to provide an educational experience to the University's students in the area of athletic training; and

WHEREAS, the University is an educational institution that provides a degree in the area of athletic training; and

WHEREAS, the University is desirous of providing an educational experience to its students limited to participation through supervision in a clinic internship setting; and

WHEREAS, the Site is desirous of establishing a relationship with the University, whereby University students may receive clinical experience in their area of matriculation subject to the provisions of this Agreement.

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

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of a qualified clinical practice intern or resident (hereinafter "student") to participate in the practicum. The selected student must have the appropriate educational background and skills consistent with the contemplated educational experience offered by Internship Site. The selected student will be an individual who is certified by the Board of Certification for Athletic Training or eligible for certification by the Board of Certification, and who is eligible for Licensure by the Pennsylvania State Board of Medicine or State Board of Osteopathic Medicine as an athletic trainer. The individual will work with the athletic program at Internship Site. The Graduate Coordinator at ESU will select the student to be recommended to the Dean of the Graduate College for placement with the Internship Site.

- b. *Education of Student.* The University shall assume responsibility for the classroom education of the student. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, and graduation.
- c. *Term of Placement.* The student will work for Internship Site 20 hours per week during the term of this placement. The placement will include post-session (pre-season athletics) and the subsequent fall, winter and spring sport seasons for the Internship Site.
- d. *Submission of Name of Candidate.* The University shall submit the name of the student to Internship Site or a designated representative at least 3 weeks prior to the practicum assignment.
- e. *Designation of Representative.* University shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the Internship Site in order to discuss, plan and evaluate experience of the student.
- f. *Advising Student of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of Internship Site and should the student fail to abide by any policy/or procedure, he or she may be expelled from the Internship Site program. If necessary, the termination of the student from the clinical practice intern program will be done according to the policies and procedures of the University. It is understood and agreed that while the student is providing athletic training services to the Internship Site, the student shall be under the direct supervision of the Internship Site, including the physician employed by Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.
- g. *Professional Liability Insurance.* The student shall be responsible for procuring professional liability insurance at his/her own expense. Only a Pennsylvania certified athletic trainer (or BOC® eligible student) with current professional liability insurance will be recommended. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the assistantship or residency. The Graduate Student will work within the scope of their job description and licensure status.

Internship Site understands that, as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort claims Act, 42 Pa C.S.A. §§8521, et

seq. For purposes of this Agreement, it is understood and agreed that the student, while providing athletic training services to the Internship Site, is under the supervision of the Internship Site, including the physician employed by the Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.

- h. Prior to the rendering of services by the graduate student pursuant to this agreement, the student shall obtain and provide to the Internship Site all criminal and child abuse clearances and/or other records required by the Pennsylvania School code and/or other applicable statutes.

II. DUTIES AND RESPONSIBILITIES OF INTERNSHIP SITE

- a. *Establishment of Assistantship or Residency.* Internship Site authorizes the use of its facilities as may be agreed upon by the Internship Site and the University as a practicum. This practicum is for a student enrolled in a graduate degree program at East Stroudsburg University. A description of the duties and responsibilities of the student will be developed by the appropriate individuals at the Internship Site, with a copy provided to the Graduate Coordinator from ESU.
- b. *Policies of Internship Site.* The Internship Site will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience. Internship Site will provide the University all the applicable information at least 2 weeks in advance of the student's participation.
- c. *Administration.* Internship Site will have sole authority and control over all aspects of student services, including appropriate supervision of the student by a licensed individual in providing all athletic training services. Internship Site will be responsible for and retain control over the organization, and operation of its programs.
- d. *Removal of Noncompliant Student.* Internship Site shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, Internship Site should immediately contact the responsible University contact. It shall be the obligation of the university to assure that its students are afforded procedural due process if a student is removed pursuant to this section.
- e. *Designation of Representative.* Internship Site shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate experience of the student.
- f. *Supervision of Students.* Internship Site shall provide a practicum site supervisor who will supervise student activities during the practicum. The student will be supervised by a physician of the Internship Site for the provision of all athletic training services. Internship Site agrees to indemnify and hold harmless the University, the State System of Higher Education and the Commonwealth and its officers, employees, representatives and agents, harmless from any and all liability, claims, demands and actions based upon and arising out of any activities performed by the student while under the supervision of

the Internship Site under this Agreement. Upon receipt of written notice of any matter for which indemnification might be claimed by the University or its officers, employees, representatives and agents, the Internship Site shall promptly defend, contest or otherwise protect against any such suit, action, investigation, claim or proceeding at its own cost and expense. The University may, but will not be obligated to, participate at its own expense in the proceeding, with counsel of its own choosing. Representation of the University shall be in compliance with the Commonwealth Attorneys Act.

- g. *Reporting of Student Progress.* Internship Site shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and Internship Site.
- h. *Student Records.* Internship Site shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of the Agreement.

III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties mutually agree that one student shall be assigned to the Internship Site for this assistantship or residency.
- b. *Payment.* The Internship Site shall pay the University \$8,000 in two equal payments on the first day of the Summer and Spring Semesters which shall be for part of the student's tuition at the prevailing rate (Summer I, Fall, Spring, and Summer II), all of the graduate student stipend, reimbursement of social security and worker's compensation costs to the University. The stipend is calculated based on the student providing athletic training services to the Internship Site as follows: Summer I (30 hours), Fall (150 hours), Spring (150 hours), and summer II (30 hours). If Internship Site removes a student who fails to comply with its policies and procedures or terminates this Agreement, it is understood and agreed that there shall be reimbursement at a proration of amounts due or payments made under this Agreement only for the time the student worked. If the student quits the program at the Internship Site, it is understood and agreed that there shall be reimbursement at a proration of amounts due or payments made under this Agreement only for the time the student worked.
- c. *Term of Agreement.* The term of this Agreement shall be one year(s) from the date of execution.
- d. *Termination of Agreement.* The University or the Internship Site may terminate this Agreement for any reason with ninety (90) days' notice. Either party may immediately terminate this Agreement in the event of a breach. However, should the Internship Site terminate this Agreement prior to the completion of an academic semester for other than a breach of the terms of this agreement or student's failure to follow applicable policy,

the student enrolled at that time may continue his/her educational experience until it would have been concluded absent the termination.

- e. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act. Internship Site agrees to cooperate with the University in its investigation of claims of discrimination of harassment.
- f. *Interpretation of Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- g. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- h. *Relationship of Parties.* The relationship between the parties to this Agreement to each other in that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture, employment or any other relationship, other than that of independent contractors.
- i. *Liability.* Neither of the parties shall assume any liabilities to each other, except as specifically provided in this Agreement. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth of Pennsylvania's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania or of the State System of Higher Education or the University.
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other oral understandings or promises exist in regards to this relationship.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Authorized Signature:

Print Name/Title East Stroudsburg Area School District

East Stroudsburg Area School District

Date

50 Vine St.
East Stroudsburg, PA 18301

Joanne Bruno
Provost and Vice President for Academic Affairs, ESU

Date

Approved as to form and legality:

University Legal Counsel (ESU)

Date

Addendum

Affiliation Agreement: Graduate Athletic Trainer Program Funding Breakdown – PART TIME
 East Stroudsburg Area School District – East Stroudsburg University of Pennsylvania

This document is provided as an addendum to the proposed **Affiliation Agreement** between the East Stroudsburg University of Pennsylvania (ESU) and the East Stroudsburg Area School District. Specifically, this document provides a breakdown of the reimbursement provided by East Stroudsburg Area School District to ESU for services provided through their Clinical Practice Internship – Graduate Athletic Training Program. This breakdown applies to **both PART-TIME** contracted Clinical Practice Internship Athletic Training positions in the District; East Stroudsburg Area School District High School – North and East Stroudsburg Area School District High School – South. Pursuant to agreement, the School District will reimburse the University for the services of the students, up to the cost for a PA resident only, according to the following list of costs:

Summer I – Fall I Tuition:	\$2,498.80 (Based on 15-16 Tuition Costs)
Summer I – Fall I Stipend:	\$1,501.20 (Summer Pre-Season – Mid Winter Season)
	(30 hours Pre-Season; 150 hours Fall – Winter)
Summer I – Fall I Workmen’s Compensation:	\$ 5.25 (0.35% x 1501.20)
Summer I – Fall I Social Security	\$ 114.84 (7.65% x 1501.20)
Summer I – Fall I Invoice Amount:	\$4,000.00
<hr/>	
Spring I –Summer II Tuition:	\$2,498.80 (Based on 15-16 Tuition Costs)
Spring I –Summer II Stipend	\$1,501.20 (Mid Winter Season – End of Spring: June I)
	(150 hours Spring; 30 hours Summer II)
Spring I –Summer II Workmen’s Compensation:	\$ 5.25 (0.35% x 1501.20)
Spring I –Summer II Social Security	\$ 114.84 (7.65% x 1501.20)
Spring I –Summer II Invoice Amount:	\$4,000.00
Total AY Invoice 2016 – 2017:	\$8,000.00

ATHLETIC TRAINING

AFFILIATION AGREEMENT FOR CLINICAL PRACTICE INTERNSHIP AND USE OF A FACILITY AS AN ATHLETIC TRAINING INTERNSHIP SITE

THIS AGREEMENT, is made this 1 day of June, 2016, by and between EAST STROUDSBURG UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and **East Stroudsburg Area School District – South High School** (hereinafter "Internship Site").

BACKGROUND

WHEREAS, Internship Site is equipped with the facilities and appropriate supervision necessary to provide an educational experience to the University's students in the area of athletic training; and

WHEREAS, the University is an educational institution that provides a degree in the area of athletic training; and

WHEREAS, the University is desirous of providing an educational experience to its students limited to participation through supervision in a clinic internship setting; and

WHEREAS, the Site is desirous of establishing a relationship with the University, whereby University students may receive clinical experience in their area of matriculation subject to the provisions of this Agreement.

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

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of a qualified clinical practice intern or resident (hereinafter "student") to participate in the practicum. The selected student must have the appropriate educational background and skills consistent with the contemplated educational experience offered by Internship Site. The selected student will be an individual who is certified by the Board of Certification for Athletic Training or eligible for certification by the Board of Certification, and who is eligible for Licensure by the Pennsylvania State Board of Medicine or State Board of Osteopathic Medicine as an athletic trainer. The individual will work with the athletic program at Internship Site. The Graduate Coordinator at ESU will select the student to be recommended to the Dean of the Graduate College for placement with the Internship Site.

- b. *Education of Student.* The University shall assume responsibility for the classroom education of the student. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, and graduation.
- c. *Term of Placement.* The student will work for Internship Site 20 hours per week during the term of this placement. The placement will include post-session (pre-season athletics) and the subsequent fall, winter and spring sport seasons for the Internship Site.
- d. *Submission of Name of Candidate.* The University shall submit the name of the student to Internship Site or a designated representative at least 3 weeks prior to the practicum assignment.
- e. *Designation of Representative.* University shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the Internship Site in order to discuss, plan and evaluate experience of the student.
- f. *Advising Student of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of Internship Site and should the student fail to abide by any policy/or procedure, he or she may be expelled from the Internship Site program. If necessary, the termination of the student from the clinical practice intern program will be done according to the policies and procedures of the University. It is understood and agreed that while the student is providing athletic training services to the Internship Site, the student shall be under the direct supervision of the Internship Site, including the physician employed by Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.
- g. *Professional Liability Insurance.* The student shall be responsible for procuring professional liability insurance at his/her own expense. Only a Pennsylvania certified athletic trainer (or BOC® eligible student) with current professional liability insurance will be recommended. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the assistantship or residency. The Graduate Student will work within the scope of their job description and licensure status.

Internship Site understands that, as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort claims Act, 42 Pa C.S.A. §§8521, et

seq. For purposes of this Agreement, it is understood and agreed that the student, while providing athletic training services to the Internship Site, is under the supervision of the Internship Site, including the physician employed by the Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.

- h. Prior to the rendering of services by the graduate student pursuant to this agreement, the student shall obtain and provide to the Internship Site all criminal and child abuse clearances and/or other records required by the Pennsylvania School code and/or other applicable statutes.

II. DUTIES AND RESPONSIBILITIES OF INTERNSHIP SITE

- a. *Establishment of Assistantship or Residency.* Internship Site authorizes the use of its facilities as may be agreed upon by the Internship Site and the University as a practicum. This practicum is for a student enrolled in a graduate degree program at East Stroudsburg University. A description of the duties and responsibilities of the student will be developed by the appropriate individuals at the Internship Site, with a copy provided to the Graduate Coordinator from ESU.
- b. *Policies of Internship Site.* The Internship Site will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience. Internship Site will provide the University all the applicable information at least 2 weeks in advance of the student's participation.
- c. *Administration.* Internship Site will have sole authority and control over all aspects of student services, including appropriate supervision of the student by a licensed individual in providing all athletic training services. Internship Site will be responsible for and retain control over the organization, and operation of its programs.
- d. *Removal of Noncompliant Student.* Internship Site shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, Internship Site should immediately contact the responsible University contact. It shall be the obligation of the university to assure that its students are afforded procedural due process if a student is removed pursuant to this section.
- e. *Designation of Representative.* Internship Site shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate experience of the student.
- f. *Supervision of Students.* Internship Site shall provide a practicum site supervisor who will supervise student activities during the practicum. The student will be supervised by a physician of the Internship Site for the provision of all athletic training services. Internship Site agrees to indemnify and hold harmless the University, the State System of Higher Education and the Commonwealth and its officers, employees, representatives and agents, harmless from any and all liability, claims, demands and actions based upon and arising out of any activities performed by the student while under the supervision of

the Internship Site under this Agreement. Upon receipt of written notice of any matter for which indemnification might be claimed by the University or its officers, employees, representatives and agents, the Internship Site shall promptly defend, contest or otherwise protect against any such suit, action, investigation, claim or proceeding at its own cost and expense. The University may, but will not be obligated to, participate at its own expense in the proceeding, with counsel of its own choosing. Representation of the University shall be in compliance with the Commonwealth Attorneys Act.

- g. *Reporting of Student Progress.* Internship Site shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and Internship Site.
- h. *Student Records.* Internship Site shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of the Agreement.

III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties mutually agree that one student shall be assigned to the Internship Site for this assistantship or residency.
- b. *Payment.* The Internship Site shall pay the University \$8,000 in two equal payments on the first day of the Summer and Spring Semesters which shall be for part of the student's tuition at the prevailing rate (Summer I, Fall, Spring, and Summer II), all of the graduate student stipend, reimbursement of social security and worker's compensation costs to the University. The stipend is calculated based on the student providing athletic training services to the Internship Site as follows: Summer I (30 hours), Fall (150 hours), Spring (150 hours), and summer II (30 hours). If Internship Site removes a student who fails to comply with its policies and procedures or terminates this Agreement, it is understood and agreed that there shall be reimbursement at a proration of amounts due or payments made under this Agreement only for the time the student worked. If the student quits the program at the Internship Site, it is understood and agreed that there shall be reimbursement at a proration of amounts due or payments made under this Agreement only for the time the student worked.
- c. *Term of Agreement.* The term of this Agreement shall be one year(s) from the date of execution.
- d. *Termination of Agreement.* The University or the Internship Site may terminate this Agreement for any reason with ninety (90) days' notice. Either party may immediately terminate this Agreement in the event of a breach. However, should the Internship Site terminate this Agreement prior to the completion of an academic semester for other than a breach of the terms of this agreement or student's failure to follow applicable policy,

the student enrolled at that time may continue his/her educational experience until it would have been concluded absent the termination.

- e. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act. Internship Site agrees to cooperate with the University in its investigation of claims of discrimination of harassment.
- f. *Interpretation of Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- g. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- h. *Relationship of Parties.* The relationship between the parties to this Agreement to each other in that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture, employment or any other relationship, other than that of independent contractors.
- i. *Liability.* Neither of the parties shall assume any liabilities to each other, except as specifically provided in this Agreement. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth of Pennsylvania's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania or of the State System of Higher Education or the University.
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other oral understandings or promises exist in regards to this relationship.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Authorized Signature:

Print Name/Title East Stroudsburg Area School District

East Stroudsburg Area School District

Date

50 Vine St.
East Stroudsburg, PA 18301

Joanne Bruno

Provost and Vice President for Academic Affairs, ESU

Date

Approved as to form and legality:

University Legal Counsel (ESU)

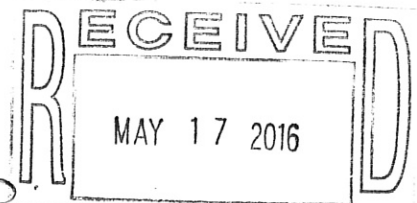
Date

Addendum

Affiliation Agreement: Graduate Athletic Trainer Program Funding Breakdown – PART TIME
 East Stroudsburg Area School District – East Stroudsburg University of Pennsylvania

This document is provided as an addendum to the proposed **Affiliation Agreement** between the East Stroudsburg University of Pennsylvania (ESU) and the East Stroudsburg Area School District. Specifically, this document provides a breakdown of the reimbursement provided by East Stroudsburg Area School District to ESU for services provided through their Clinical Practice Internship – Graduate Athletic Training Program. This breakdown applies to **both PART-TIME** contracted Clinical Practice Internship Athletic Training positions in the District; East Stroudsburg Area School District High School – North and East Stroudsburg Area School District High School – South. Pursuant to agreement, the School District will reimburse the University for the services of the students, up to the cost for a PA resident only, according to the following list of costs:

Summer I – Fall I Tuition:	\$2,498.80 (Based on 15-16 Tuition Costs)
Summer I – Fall I Stipend:	\$1,501.20 (Summer Pre-Season – Mid Winter Season)
Summer I – Fall I Workmen’s Compensation:	\$ 5.25 (0.35% x 1501.20)
Summer I – Fall I Social Security	\$ 114.84 (7.65% x 1501.20)
Summer I – Fall I Invoice Amount:	\$4,000.00
Spring I –Summer II Tuition:	\$2,498.80 (Based on 15-16 Tuition Costs)
Spring I –Summer II Stipend	\$1,501.20 (Mid Winter Season – End of Spring: June 1)
Spring I –Summer II Workmen’s Compensation:	\$ 5.25 (0.35% x 1501.20)
Spring I –Summer II Social Security	\$ 114.84 (7.65% x 1501.20)
Spring I –Summer II Invoice Amount:	\$4,000.00
Total AY Invoice 2016 – 2017:	\$8,000.00



Contract For In-District Personnel Presentation

Name of Presenter Scott Hnasko
Date(s) of Presentation 8-17-16
Presentation Title New Teacher Induction Training
Purpose of Presentation New Teacher Induction
Total Time Required for Presentation 1.5 hrs
Presentation Facility Admin - Boardroom
Maximum Number of Participants _____
Total Estimated Cost of Proposed Presentation \$ 150.00.
Budget Account Number to be Charged 10-2270-330-000-10-00-04
Audio/Visual Equipment Needed _____

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature [Signature] Date 5/21/16
Initiator sends to Presenter to sign.

Presenter Signature Scott R. Hart Date 5/16/16
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date MAY 16 2016
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

COLONIAL INTERMEDIATE UNIT 20
A Regional Service Agency
6 Danforth Drive
Easton, Pennsylvania 18045-7899

CONTRACT FOR SERVICE
(REVENUE GENERATING)

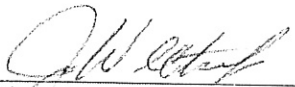
This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and East Stroudsburg Area School District, 50 Vine Street, East Stroudsburg, PA 18301, (570) 424-8500.

Colonial Intermediate Unit 20 will provide sign language interpreting services for students at the East Stroudsburg Area School District.

The cost for said services is \$34.43 per hour. The total amount of this contract will be based on the total number of hours requested for each service per student. This contract becomes effective the first day of the 2016-2017 school year and terminates at the end of the 2016-2017 school year.

East Stroudsburg Area School District will be billed for services rendered by Colonial Intermediate Unit 20.

The signed contract must be returned to Mr. Jon Wallitsch, Director of Fiscal Affairs, at the Intermediate Unit Office.



Mr. Jon Wallitsch
Director of Fiscal Affairs

5/26/16

Date

East Stroudsburg Area School District
Superintendent

Date

Federal ID Number

To comply with Federal laws, State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our Intermediate Unit, the Colonial Intermediate Unit 20 declares itself to be an equal rights and opportunities agency. As an equal rights and opportunities agency, it does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex and disabilities as defined by law. The Intermediate Unit's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

Successful performance and affirmative action program efforts will provide positive benefits to the Intermediate Unit through fuller utilization and development of previously underutilized human resources. Coordinator of Title IX, Section 504 and ADA is The Director of Human Resources and Research Services, Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, PA 18045, (610) 515-6405, TDD/TTY Hearing Impaired (610) 252-3786.

EAST STROUDSBURG AREA SCHOOL DISTRICT

Phone: (570) 424-8500 – Fax (570) 421-4968

Contract for In-District Services

JUN 03 2016

Name of Provider: Jill Jennings

Employee # 8610

Date(s) of Services: June 3, 2016 through July 28, 2016

Title of Presentation/Service: Title I Summer Reading Program

Purpose of Presentation/Service: Summer Program Teacher

Total Time Required for Presentation/Service: 75 hours of instruction, plus 15 hours planning time. Also attend 1 hour pre-program planning meeting. Not to exceed a total of 91 hours

Presentation/Service Facility: Middle Smithfield Elementary School

Maximum Number of Participants: n/a

Presentation/Service Rate: \$28.56 per hour

Total Estimated Cost of Proposed Presentation/Service: Not to exceed \$2,598.96

Budget Account Number to be charged: Title I: 10-1420-120-440-10-00-92

Audio/Visual Equipment Needed: n/a

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items. If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the provider.

Signature of Initiator: [Signature] 5/12/16
Initiator sends to Provider to sign DATE

Signature of Provider: [Signature] 5/16/16
Provider sends to Assistant Superintendent for Curriculum & Instruction DATE

Approvals:
 Assistant Superintendent
 For Curriculum & Instruction: [Signature] 6-3-16
 Send to the Superintendent's Office DATE

After Board Approved _____ Board Approval Date _____

Superintendent: _____
 Send back to the Initiator _____ DATE

Upon Completion of Presentation/Service the Initiator will complete.

Comments on services _____

Total due provider _____ Approved for payment _____

Initiator will distribute the copies:

- Business Office (payroll) for payment
- Human Resources – Place in Presenter's File
- Staff Development Secretary
- Initiator
- Provider

TO: SUPERINTENDENT 4/6/16

EAST STROUDSBURG AREA SCHOOL DISTRICT
Independent Contractor Agreement

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this 25 day of August, 2016, by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principal office located at 50 Vine St. East Stroudsburg, PA 18301

AND

Letitia Lladoc (the "Contractor") of _____

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

2. Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

3. Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or

SCHEDULE A

Description of Service to be performed (be specific):

* Presentation at New Teacher Induction 2016-17yr

Location of Services: Administration- Board Room

Letitia M. Lladoc

Effective Date: __ 8/17/2016

Professional Fee:

- a) Rate (Daily/Hourly/Other):
- b) Time (Days/Hour/Other): 75 mins
- c) Total Cost: \$125.00

d) Fixed Rate: \$ _____

e) Are expenses included? YES NO
If no, please itemize:

Budget Code: 10-2270-330-000-10-00-0 Department: Professional Development

District Initiator: William Vitulli

Authorization for Payment: _____ Date: _____

Purchase Order # _____

EAST STROUDSBURG AREA SCHOOL DISTRICT

Phone: (570) 424-8500 – Fax (570) 421-4968

Contract for In-District Services

Name of Provider: Jacilyn Leonard

Employee # 0756

Date(s) of Services: June 28, 2016 and July 26, 2016

Title of Presentation/Service: Summer KG Screenings for Quick Start Program

Purpose of Presentation/Service: Teacher

Total Time Required for Presentation/Service: 2 days at 7 hours per day. Not to exceed a total of 14 hours.

Presentation/Service Facility: J.M. Hill

Maximum Number of Participants: n/a

Presentation/Service Rate: \$28.56 per hour

Total Estimated Cost of Proposed Presentation/Service: Not to exceed \$399.84

Budget Account Number to be charged: KtO Grant 10-1801-120-415-10-00-85

Audio/Visual Equipment Needed: n/a

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items. If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the provider.

Signature of Initiator: [Signature] 6/4/16
Initiator sends to Provider to sign DATE

Signature of Provider: Jacilyn Leonard 6/4/16
Provider sends to Assistant Superintendent for Curriculum & Instruction DATE

Approvals:	
Assistant Superintendent For Curriculum & Instruction: <u>[Signature]</u>	<u>6-13-16</u> DATE
Send to the Superintendent's Office	
After Board Approved	Board Approval Date _____
Superintendent: _____	
Send back to the Initiator	DATE

Upon Completion of Presentation/Service the Initiator will complete.

Comments on services _____

Total due provider _____ Approved for payment _____

Initiator will distribute the copies:

- Business Office (payroll) for payment
- Human Resources – Place in Presenter's File
- Staff Development Secretary
- Initiator
- Provider

EAST STROUDSBURG AREA SCHOOL DISTRICT

Phone: (570) 424-8500 – Fax (570) 421-4968

Contract for In-District Services

Name of Provider: Shelley Newman

Employee # 1150

Date(s) of Services: June 28, 2016 and July 26, 2016

Title of Presentation/Service: Summer KG Screenings for Quick Start Program

Purpose of Presentation/Service: Teacher

Total Time Required for Presentation/Service: 2 days at 7 hours per day. Not to exceed a total of 14 hours.

Presentation/Service Facility: Resica

Maximum Number of Participants: n/a

Presentation/Service Rate: \$28.56 per hour

Total Estimated Cost of Proposed Presentation/Service: Not to exceed \$399.84

Budget Account Number to be charged: KtO Grant 10-1801-120-415-10-00-85

Audio/Visual Equipment Needed: n/a

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items. If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the provider.

Signature of Initiator: [Signature] 6-15-16
Initiator sends to Provider to sign _____ DATE

Signature of Provider: Shelley Newman 6-10-16
Provider sends to Assistant Superintendent for Curriculum & Instruction _____ DATE

Approvals:	
Assistant Superintendent For Curriculum & Instruction:	<u>[Signature]</u> <u>6-13-16</u>
Send to the Superintendent's Office	DATE
After Board Approved	Board Approval Date _____
Superintendent:	_____
Send back to the Initiator	DATE

Upon Completion of Presentation/Service the Initiator will complete.

Comments on services _____

Total due provider _____ Approved for payment _____

- Initiator will distribute the copies:
- Business Office (payroll) for payment
 - Human Resources – Place in Presenter's File
 - Staff Development Secretary
 - Initiator
 - Provider

818

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this 27 day of May, 2016, by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principal office located at 50 Vine St. East Stroudsburg, PA 18301

AND

Donna Petterson (the "Contractor") of Mad Science of Lehigh Valley

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

2. Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

3. Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe

SCHEDULE A

Description of Service to be performed (be specific):

Present hands on, interactive workshops, Mineral Mania and Mad Machines to students and families attending 2016 Title I Summer Reading Program.

Location of Services:

Middle Smithfield Elementary School
5180 Milford Road
East Stroudsburg, PA 18302

Effective Date: July 7, 2016 and July 18, 2016

Professional Fee:

a) Rate (Daily/Hourly/Other): \$ _____
Time (Days/Hour/Other): _____
Total Cost: \$ _____

b) Fixed Rate: \$ 1,200.00

c) Are expenses included? YES NO
If no, please itemize:

ABYrne
7/18/16

Budget Code: 10-3300-330-440-10-14-92

Department: Title I Parent Involvement

District Initiator: David M. Baker

Authorization for Payment: _____ Date: _____

Purchase Order # _____

EAST STROUDSBURG AREA SCHOOL DISTRICT

Phone: (570) 424-8500 – Fax (570) 421-4968

Contract for In-District Services

Name of Provider: Julia Prusik

Employee # 4324

Date(s) of Services: June 28, 2016 and July 26, 2016

Title of Presentation/Service: Summer KG Screenings for Quick Start Program

Purpose of Presentation/Service: Teacher

Total Time Required for Presentation/Service: 2 days at 7 hours per day. Not to exceed a total of 14 hours.

Presentation/Service Facility: ESE

Maximum Number of Participants: n/a

Presentation/Service Rate: \$28.56 per hour

Total Estimated Cost of Proposed Presentation/Service: Not to exceed \$399.84

Budget Account Number to be charged: KtO Grant 10-1801-120-415-10-00-85

Audio/Visual Equipment Needed: n/a

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items. If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the provider.

Signature of ^{Provider} Initiator: Julia Prusik 6/1/16 DATE

Signature of ^{Initiator} Provider: [Signature] 6/1/16 DATE
Provider sends to Assistant Superintendent for Curriculum & Instruction

Approvals:	
Assistant Superintendent For Curriculum & Instruction:	<u>[Signature]</u> <u>6-13-16</u> DATE
Send to the Superintendent's Office	
After Board Approved	Board Approval Date _____
Superintendent: _____	
Send back to the Initiator	DATE

Upon Completion of Presentation/Service the Initiator will complete.

Comments on services _____

Total due provider _____ Approved for payment _____

Initiator will distribute the copies:

- Business Office (payroll) for payment
- Human Resources – Place in Presenter's File
- Staff Development Secretary
- Initiator
- Provider

PRINTED 5/31/2016 4:31 PM

97

TO: SUPERINTENDENT 6-14-16

**EAST STROUDSBURG AREA SCHOOL DISTRICT
INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT**

THIS AGREEMENT is made this 26th of May, 2016, by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principal office located at 50 Vine St. East Stroudsburg, PA 18301

AND

Regina Sayles (the "Contractor")

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

2. Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

3. Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement

SCHEDULE A

Description of Service to be performed (be specific):

SWPBS Assembly – Rock Star Day

Location of Services:

Middle Smithfield Elementary School

Effective Date:

May 27, 2016

Professional Fee:

a) Rate (Daily/Hourly/Other): \$ _____
Time (Days/Hour/Other): _____
Total Cost: \$ _____

b) Fixed Rate: \$ 600.00

c) Are expenses included? YES NO
If no, please itemize:

Budget Code: 10-2830-330-000-10-00-09

Department: _____

District Initiator: _____

Authorization for Payment: _____ Date: _____

Edit with the Docs app
Make tweaks, leave comments, and share with others to edit at the same time.
NO THANKS GET THE APP

2016 Quick Start Summer Screenings 1 day Contract.docx

EAST STROUDSBURG AREA SCHOOL DISTRICT

Phone: (570) 424-8500 – Fax (570) 421-4968

Contract for In-District Services

Name of Provider: Deziree Seeman

Employee # _8740_

Date(s) of Services: July 26, 2016

Title of Presentation/Service: Summer KG Screenings for Quick Start Program

Purpose of Presentation/Service: Teacher

Total Time Required for Presentation/Service: 1 day at 7 hours per day. Not to exceed a total of 7 hours.

Presentation/Service Facility: Middle Smithfield Elementary

Maximum Number of Participants: n/a

Presentation/Service Rate: \$28.56 per hour

Total Estimated Cost of Proposed Presentation/Service: Not to exceed \$199.92

Budget Account Number to be charged: KtO Grant 10-1801-120-415-10-00-85

Audio/Visual Equipment Needed: n/a

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the provider.

Signature of Initiator/Provider Deziree Seeman 6/10/16

Initiator sends to Provider to sign DATE 6/10/16

Signature of Provider/Initiator Carly Byrre 6/10/16

Provider sends to Assistant Superintendent for Curriculum & Instruction DATE

Approvals:
Assistant Superintendent
For Curriculum & Instruction: Ryan K. Moran 6-13-16
Send to the Superintendent's Office DATE

After Board Approved Board Approval Date
Superintendent: _____

Send back to the Initiator DATE _____

Upon Completion of Presentation/Service the Initiator will complete.

Comments on services

Total due provider Approved for payment

Initiator will distribute the copies:

- Business Office (payroll) for payment
- Human Resources – Place in Presenter's File
- Staff Development Secretary
- Initiator
- Provider

PRINTED 6/2/2016 7:49 AM

EAST STROUDSBURG AREA SCHOOL DISTRICT

Phone: (570) 424-8500 – Fax (570) 421-4968

Contract for In-District Services

Name of Provider: Nancy Shaffer

Employee # 1084

Date(s) of Services: June 28, 2016

Title of Presentation/Service: Summer KG Screenings for Quick Start Program

Purpose of Presentation/Service: Teacher

Total Time Required for Presentation/Service: 1 day at 7 hours per day. Not to exceed a total of 7 hours.

Presentation/Service Facility: Middle Smithfield

Maximum Number of Participants: n/a

Presentation/Service Rate: \$28.56 per hour

Total Estimated Cost of Proposed Presentation/Service: Not to exceed \$199.92

Budget Account Number to be charged: KtO Grant 10-1801-120-415-10-00-85

Audio/Visual Equipment Needed: n/a

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items. If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the provider.

Signature of Initiator: [Signature] 6/9/16
Initiator sends to Provider to sign DATE

Signature of Provider: Nancy Shaffer 6/2/16
Provider sends to Assistant Superintendent for Curriculum & Instruction DATE

Approvals:
 Assistant Superintendent
 For Curriculum & Instruction: [Signature] 6-13-16
 Send to the Superintendent's Office DATE

After Board Approved _____ Board Approval Date _____

Superintendent: _____
 Send back to the Initiator DATE

Upon Completion of Presentation/Service the Initiator will complete.

Comments on services _____

Total due provider _____ Approved for payment _____

- Initiator will distribute the copies:
- Business Office (payroll) for payment
 - Human Resources – Place in Presenter's File
 - Staff Development Secretary
 - Initiator
 - Provider

10)

PRINTED 6/2/2016

TO: SUPERINTENDENT 6-14-16

EAST STROUDSBURG AREA SCHOOL DISTRICT

Phone: (570) 424-8500 – Fax (570) 421-4968

Contract for In-District Services

JUN 03 2016

Name of Provider: Susan Slama

Employee # 8781

Date(s) of Services: July 5, 2016 through July 28, 2016

Title of Presentation/Service: Title I Summer Reading Program

Purpose of Presentation/Service: Paraprofessional – Summer Program

Total Time Required for Presentation/Service: 4.5 hours per day for 15 day program. Not to exceed a total of 67.5 hours.

Presentation/Service Facility: Middle Smithfield

Maximum Number of Participants: n/a

Presentation/Service Rate: 16.72* per hour (*2016-17 contractual rate)

Total Estimated Cost of Proposed Presentation/Service: Not to exceed \$1,128.60

Budget Account Number to be charged: Title I: 10-1420-190-440-10-00-92

Audio/Visual Equipment Needed: n/a

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items. If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the provider.

Signature of Initiator: [Signature] 5/20/16
Initiator sends to Provider to sign DATE

Signature of Provider: [Signature] 5/20/16
Provider sends to Assistant Superintendent for Curriculum & Instruction DATE

Approvals:
 Assistant Superintendent
 For Curriculum & Instruction: [Signature] 6-3-16
 Send to the Superintendent's Office DATE

After Board Approved Board Approval Date _____

Superintendent: _____
 Send back to the Initiator DATE

Upon Completion of Presentation/Service the Initiator will complete.

Comments on services _____

Total due provider _____ Approved for payment _____

- Initiator will distribute the copies:
- Business Office (payroll) for payment
 - Human Resources – Place in Presenter's File
 - Staff Development Secretary
 - Initiator
 - Provider

102

TO: SUPERINTENDENT 6/6/16

EAST STROUDSBURG AREA SCHOOL DISTRICT

Phone: (570) 424-8500 – Fax (570) 421-4968

Contract for In-District Services

JUN 03 2016

Name of Provider: Donna Smith

Employee # 3392

Date(s) of Services: July 5, 2016 through July 28, 2016

Title of Presentation/Service: Title I Summer Reading Program

Purpose of Presentation/Service: Paraprofessional – Summer Program

Total Time Required for Presentation/Service: 4.5 hours per day for 15 day program. Not to exceed a total of 67.5 hours.

Presentation/Service Facility: East Stroudsburg Elementary

Maximum Number of Participants: n/a

Presentation/Service Rate: \$ 16.22 * per hour (*2016-17 contractual rate)

Total Estimated Cost of Proposed Presentation/Service: Not to exceed \$ 1,094.85

Budget Account Number to be charged: Title I: 10-1420-190-440-10-00-92

Audio/Visual Equipment Needed: n/a

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items. If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the provider.

Signature of Initiator: [Signature] 5/20/16
Initiator sends to Provider to sign DATE

Signature of Provider: Donna Smith 5/20/16
Provider sends to Assistant Superintendent for Curriculum & Instruction DATE

Approvals:
 Assistant Superintendent
 For Curriculum & Instruction: [Signature] 6-3-16
 Send to the Superintendent's Office DATE

After Board Approved Board Approval Date _____

Superintendent: _____
 Send back to the Initiator DATE

Upon Completion of Presentation/Service the Initiator will complete.

Comments on services _____

Total due provider _____ Approved for payment _____

- Initiator will distribute the copies:
- Business Office (payroll) for payment
 - Human Resources – Place in Presenter's File
 - Staff Development Secretary
 - Initiator
 - Provider

DJ Jellii

INVOICE

1

Bill To:

Sports Management
East Stroudsburg South High School

Date: May 25, 2016

Due Date: May 25, 2016

Balance Due: \$ 200

Item	Quantity	Rate	Amount
DJ Service - 2:00 p.m.- 7:00 p.m.	1	\$ 200	\$ 200

Subtotal: \$ 200

Total: \$ 200

Notes:

Jordan Ellison will DJ the event from 2:00-7:00. Electric will be provided.

104

EAST STROUDSBURG AREA SCHOOL DISTRICT

Phone: (570) 424-8500 – Fax (570) 421-4968

Contract for In-District Services

JUN 03 2016

X Name of Provider: Denise STATES - DelCone
 X Employee # 8723
 Date(s) of Services: July 5, 2016 through July 28, 2016
 Title of Presentation/Service: Title I Summer Reading Program
 Purpose of Presentation/Service: Paraprofessional – Summer Program
 Total Time Required for Presentation/Service: 4.5 hours per day for 15 day program. Not to exceed a total of 67.5 hours.
 Presentation/Service Facility: Smithfield Elementary
 Maximum Number of Participants: n/a
 Presentation/Service Rate: \$17.35 * per hour (*2016-17 contractual rate)
 Total Estimated Cost of Proposed Presentation/Service: Not to exceed \$1,171.13
 Budget Account Number to be charged: Title I: 10-1420-190-440-10-00-92
 Audio/Visual Equipment Needed: n/a

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items. If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the provider.

Signature of Initiator: [Signature] 5/27/16
 Initiator sends to Provider to sign _____ DATE

X Signature of Provider: Denise - States - DelCone 5/31/16
 Provider sends to Assistant Superintendent for Curriculum & Instruction _____ DATE

Approvals:	
Assistant Superintendent For Curriculum & Instruction: Send to the Superintendent's Office	<u>[Signature]</u> <u>6-3-16</u> DATE
After Board Approved _____	Board Approval Date _____
Superintendent: _____	DATE _____
Send back to the Initiator _____	DATE _____

Upon Completion of Presentation/Service the Initiator will complete.
 Comments on services _____

Total due provider _____ Approved for payment _____
 Initiator will distribute the copies:
 Business Office (payroll) for payment
 Human Resources – Place in Presenter's File
 Staff Development Secretary
 Initiator
 Provider

Sharon S. Laverdure
Superintendent
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, 18301

Letter of Agreement/Linkage

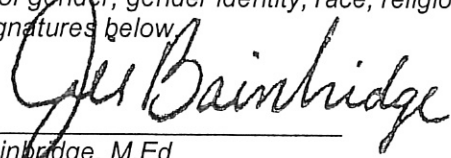
With the intention of assisting individuals and families in need of Behavioral Health Services to access appropriate levels of care, The ReDCo Group Behavioral Health Services and the party listed below agree to:

1. Maintain awareness of each other's programs and services;
2. Maintain communication via identified liaison staff; and
3. Participate in Inter-Agency Meetings for the purpose of coordination of care within confidentiality and HIPAA regulations as required and able.

This Letter of Agreement will remain in effect until December 2017 unless and until it is terminated by one or both parties in writing. This agreement shall be renewed annually by both parties.

The ReDCo Group provides Psychiatric Outpatient Services therapy and medication management in Carbon, Monroe, and Pike Counties, Intensive Family Based F.A.C.T. Services for youth at risk of out of home placement (CMP Counties); Psychiatric Rehabilitation for Transition Age Youth (18-30) along with Supported Independent Housing Monroe. ReDCo is proud to offer Certified Peer Specialists services in Monroe County for adults.

This agreement is a commitment to abide by all Federal and State Regulations, including confidentiality of consumer information. Neither part shall discriminate against consumers on the basis of gender, gender identity, race, religion, national origin, age or handicap. This is affirmed by the signatures below



Jill Bainbridge, M.Ed
VP of Behavioral Health

Date

Administrator or Designee

Date

Thank you in advance for your review, signature, and return of the letter of linkage/agreement

EAST STROUDSBURG AREA SCHOOL DISTRICT
Independent Contractor Agreement

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this 11th day of April, 2016, by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principal office located at 50 Vine St. East Stroudsburg, PA 18301

AND

The Sherman Theater (the "Contractor") of _____

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

2. Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

3. Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or

SCHEDULE A

Description of Service to be performed (be specific):

Rental, Set up and breakdown of 850 chairs for 2016 Graduation located in the East Stroudsburg North High School gymnasium

Location of Services: East Stroudsburg North High School gymnasium

Effective Date: May 27, 2016-June 2, 2016

Professional Fee:

a) Rate (Daily/Hourly/Other): \$ _____
Time (Days/Hour/Other): _____
Total Cost: \$ _____

b) Fixed Rate: \$ 1987.50

c) Are expenses included YES NO

If no, please itemize:

Budget Code: 10-2380-890-30-51-51 Dept. ESN 2016 Graduation
District Initiator: Steve Zall

Authorization for Payment: _____ Date: _____

Purchase Order # _____



D-U-N-S 09-4738007
FED. ID 58-2608861

District # 551
6330 Hedgewood Dr
ALLENTOWN, PA 18106-9297
610-398-7260

INVOICE NO.
78673563

INVOICE DATE
05-30-16

CUSTOMER PO

CONTRACT #
77023

MODIFIER
R01-MAR-2016

PAYMENT TERMS
NET 30

Bill To: 551-22489640

East Stroudsburg Area Sch Dist
50 Vine Street
Accounts Payable
EAST STROUDSBURG PA 18301-0298

Ship To: 551-00728060

East Stroudsburg Area School
257 Timberwolf Dr- Hc 12 Box 690
Bushkill
Lehman Intermediate School
DINGMANS FERRY PA 18328-9804

Requestors Name: Harris, Tim

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
EAST STROUDSBURG AREA SCHOOL-LEHMAN INTERMEDIATE SCHOOL-	01-JUL-16	30-JUN-17

INVOICE NOTES:

Total Contract Amount	-	\$1,631.00	Amount Of Current Invoice	-	\$1,631.00
			Sales Tax	-	\$0.00
			Total Amount Included	-	\$1,631.00
			Payment Received	-	\$0.00
Total Amount Due					\$1,631.00

REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

TOTAL AMOUNT DUE
1,631.00



BILL TO East Stroudsburg Area Sch Dist
551-22489640
SHIP TO East Stroudsburg Area School
551-00728060

INVOICE NUMBER 78673563
INVOICE DATE 05-30-16
CUSTOMER P.O.

REMIT TO SimplexGrinnell
Dept. CH 10320
Palatine, IL 60055-0320

4000163100378673563

109



District # 551
 6330 Hedgewood Dr
 ALLENTOWN, PA 18106-9297
 610-398-7260

INVOICE NO.
78673563
DATE OF INVOICE
05-30-16

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
Sprinkler Test & Inspect - Parts and Labor	01-JUL-16	30-JUN-17	257 Timberwolf Dr- Hc 12 Box 6, Lehman Intermediate School, DINGMANS FERRY, PA	SYSTEM-SP-WET SPRINKLER SP-WET SPRK	1 1	WET SPRINKLER SYSTEM ** IB ONLY ** WET SPRINKLER	\$1,631.00

110



D-U-N-S 09-4738007
FED. ID 58-2608861

District # 551
6330 Hedgewood Dr
ALLENTOWN, PA 18106-9297
610-398-7260

Bill To: 551-22489640

East Stroudsburg Area Sch Dist
50 Vine Street
Accounts Payable
EAST STROUDSBURG PA 18301-0298

INVOICE NO.
78673561

INVOICE DATE
05-30-16

CUSTOMER PO
07100069

CONTRACT #
81031

MODIFIER
R01-MAR-2016

PAYMENT TERMS
NET 30

Ship To: 551-00551113

East Stroudsburg Area School D
1 Gravel Ridge Rd
Resica School
EAST STROUDSBURG PA 18301-8343

Requestors Name: Naudascher-Principal, Greg

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
EAST STROUDSBURG AREA SCHOOL D-RESICA SCHOOL-00551113	01-JUL-16	30-JUN-17

INVOICE NOTES:

Total Contract Amount	-	\$601.00	Amount Of Current Invoice	-	\$601.00
			Sales Tax	-	\$0.00
			Total Amount Included	-	\$601.00
			Payment Received	-	\$0.00
Total Amount Due					\$601.00

REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

TOTAL AMOUNT DUE
601.00



BILL TO East Stroudsburg Area Sch Dist
551-22489640
SHIP TO East Stroudsburg Area School D
551-00551113

INVOICE NUMBER 78673561
INVOICE DATE 05-30-16
CUSTOMER P.O. 07100069

REMIT TO SimplexGrinnell
Dept. CH 10320
Palatine, IL 60055-0320

5000060100578673561

111



District # 551
 6330 Hedgewood Dr
 ALLENTOWN, PA 18106-9297
 610-398-7260

INVOICE NO.
78673561
DATE OF INVOICE
05-30-16

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
Sprinkler Test & Inspect - Parts and Labor	01-JUL-16	30-JUN-17	1 Gravel Ridge Rd, Resica School, EAST STROUDSBURG, PA	SYSTEM-SP-WET SPRINKLER SP-WET SPRK	1 1	WET SPRINKLER SYSTEM ** IB ONLY ** WET SPRINKLER	\$601.00

112



D-U-N-S 09-4738007
FED. ID 58-2608861

District # 551
6330 Hedgewood Dr
ALLENTOWN, PA 18106-9297
610-398-7260

INVOICE NO.
78673559

INVOICE DATE
05-30-16

CUSTOMER PO

CONTRACT #
84305

MODIFIER
R01-MAR-2016

PAYMENT TERMS
NET 30

Bill To: 551-22489640

East Stroudsburg Area Sch Dist
50 Vine Street
Accounts Payable
EAST STROUDSBURG PA 18301-0298

Ship To: 551-00683822

East Stroudsburg Area School
Hc 12 Box 700
Bushkill Elementary
DINGMANS FERRY PA 18328-9539

Requestors Name: Yanek, Mr.

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
EAST STROUDSBURG AREA SCHOOL-BUSHKILL ELEMENTARY-0068382	01-JUL-16	30-JUN-17

INVOICE NOTES

Total Contract Amount	-	\$455.00	Amount Of Current Invoice	-	\$455.00
			Sales Tax	-	\$0.00
			Total Amount Included	-	\$455.00
			Payment Received	-	\$0.00
Total Amount Due					\$455.00

REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT. WRITE INVOICE NO. ON YOUR CHECK.

TOTAL AMOUNT DUE
455.00



BILL TO East Stroudsburg Area Sch Dist
551-22489640
SHIP TO East Stroudsburg Area School
551-00683822

INVOICE NUMBER 78673559
INVOICE DATE 05-30-16
CUSTOMER P.O.

REMIT TO SimplexGrinnell
Dept. CH 10320
Palatine, IL 60055-0320

2000045500478673559

113



District # 551
 6330 Hedgewood Dr
 ALLENTOWN, PA 18106-9297
 610-398-7260

INVOICE NO.
78673559
DATE OF INVOICE
05-30-16

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
Sprinkler Test & Inspect - Parts and Labor	01-JUL-16	30-JUN-17	Hc 12 Box 700, Bushkill Elementary, DINGMANS FERRY, PA	SYSTEM-SP-WET SPRINKLER SP-WET SPRK	1 1	WET SPRINKLER SYSTEM ** IB ONLY ** WET SPRINKLER	\$455.00

114



D-U-N-S 09-4738007
FED. ID 58-2608861

District # 551
6330 Hedgewood Dr
ALLENTOWN, PA 18106-9297
610-398-7260

INVOICE NO.
78673560

INVOICE DATE
05-30-16

CUSTOMER PO

CONTRACT #
77271

MODIFIER
R01-MAR-2016

PAYMENT TERMS
NET 30

Bill To: 551-22489640

East Stroudsburg Area Sch Dist
50 Vine Street
Accounts Payable
EAST STROUDSBURG PA 18301-0298

Ship To: 551-22473800

East Stroudsburg Area Sch Dist
11 E Broad St
J M Hill School
EAST STROUDSBURG PA 18301-2116

Requestors Name: Diane,

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
EAST STROUDSBURG AREA SCH DIST-J M HILL SCHOOL-22473800	01-JUL-16	30-JUN-17

INVOICE NOTES

Total Contract Amount	-	\$554.00	Amount Of Current Invoice	-	\$554.00
			Sales Tax	-	\$0.00
			Total Amount Included	-	\$554.00
			Payment Received	-	\$0.00

Total Amount Due  **\$554.00**

REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

TOTAL AMOUNT DUE
554.00



BILL TO East Stroudsburg Area Sch Dist
551-22489640
SHIP TO East Stroudsburg Area Sch Dist
551-22473800

INVOICE NUMBER 78673560
INVOICE DATE 05-30-16
CUSTOMER P.O.

REMIT TO SimplexGrinnell
Dept. CH 10320
Palatine, IL 60055-0320

8000055400678673560

115



District # 551
 6330 Hedgewood Dr
 ALLENTOWN, PA 18106-9297
 610-398-7260

INVOICE NO.
78673560
DATE OF INVOICE
05-30-16

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
Sprinkler Test & Inspect - Parts and Labor	01-JUL-16	30-JUN-17	11 E Broad St, J M Hill School, EAST STROUDSBURG, PA	SYSTEM-SP-WET SPRINKLER SP-WET SPRK	1 1	WET SPRINKLER SYSTEM ** IB ONLY ** WET SPRINKLER	\$554.00

114



D-U-N-S 09-4738007
FED. ID 58-2608861

District # 551
6330 Hedgewood Dr
ALLENTOWN, PA 18106-9297
610-398-7260

INVOICE NO.
78673558

INVOICE DATE
05-30-16

CUSTOMER PO

CONTRACT #
84169

MODIFIER
R01-MAR-2016

PAYMENT TERMS
NET 30

Bill To: 551-22489640

East Stroudsburg Area Sch Dist
50 Vine Street
Accounts Payable
EAST STROUDSBURG PA 18301-0298

Ship To: 551-00834736

East Stroudsburg School Dist.
Route 209
J T Lambert School
EAST STROUDSBURG PA 18301-0000

Requestors Name: Shearouse, Jim

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
EAST STROUDSBURG SCHOOL DIST.-J T LAMBERT SCHOOL-0083473	01-JUL-16	30-JUN-17

INVOICE NOTES:

Total Contract Amount	-	\$455.00	Amount Of Current Invoice	-	\$455.00
			Sales Tax	-	\$0.00
			Total Amount Included	-	\$455.00
			Payment Received	-	\$0.00

Total Amount Due  **\$455.00**

REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

TOTAL AMOUNT DUE
455.00



BILL TO East Stroudsburg Area Sch Dist
551-22489640
SHIP TO East Stroudsburg School Dist.
551-00834736

INVOICE NUMBER 78673558

INVOICE DATE 05-30-16

CUSTOMER P.O.

REMIT TO SimplexGrinnell
Dept. CH 10320
Palatine, IL 60055-0320

2000045500578673558

117



District # 551
6330 Hedgewood Dr
ALLENTOWN, PA 18106-9297
610-398-7260

INVOICE NO.
78673558
DATE OF INVOICE
05-30-16

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
Sprinkler Test & Inspect - Parts and Labor	01-JUL-16	30-JUN-17	Route 209, J T Lambert School, EAST STROUDSBURG, PA	SYSTEM-SP-WET SPRINKLER SP-WET SPRK	1 1	WET SPRINKLER SYSTEM ** IB ONLY ** WET SPRINKLER	\$455.00

EAST STROUDSBURG AREA SCHOOL DISTRICT

Phone: (570) 424-8500 – Fax (570) 421-4968

Contract for In-District Services

JUN 03 2016

Name of Provider: Susan Wasileski

Employee # 4891

Date(s) of Services: June 3, 2016 through July 28, 2016

Title of Presentation/Service: Title I Summer Reading Program

Purpose of Presentation/Service: Summer Program Teacher

Total Time Required for Presentation/Service: 30 hours for developing/planning new Summer STEM program, plus 82.5 hours of instruction and 7.5 hours prep during program. Not to exceed a total of 120 hours

Presentation/Service Facility: Bushkill Elementary School

Maximum Number of Participants: n/a

Presentation/Service Rate: \$28.56 per hour

Total Estimated Cost of Proposed Presentation/Service: Not to exceed \$3,427.20

Budget Account Number to be charged: Title I: 10-1420-120-440-10-00-92

Audio/Visual Equipment Needed: n/a

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items. If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the provider.

Signature of Initiator: [Signature] 5/10/16
Initiator sends to Provider to sign DATE

Signature of Provider: Susan Wasileski 5-10-16
Provider sends to Assistant Superintendent for Curriculum & Instruction DATE

Approvals:
Assistant Superintendent
For Curriculum & Instruction: [Signature] 6-3-16
Send to the Superintendent's Office DATE

After Board Approved Board Approval Date _____

Superintendent: _____
Send back to the Initiator DATE

Upon Completion of Presentation/Service the Initiator will complete.

Comments on services _____

Total due provider _____ Approved for payment _____

Initiator will distribute the copies:

- Business Office (payroll) for payment
- Human Resources – Place in Presenter's File
- Staff Development Secretary
- Initiator
- Provider

TO: SUPERINTENDENT 6/6/16

EAST STROUDSBURG AREA SCHOOL DISTRICT

Phone: (570) 424-8500 – Fax (570) 421-4968

Contract for In-District Services

JUN 03 2016

Name of Provider: Barbara Wetherhold

Employee # 4107

Date(s) of Services: July 5, 2016 through July 28, 2016

Title of Presentation/Service: Title I Summer Reading Program

Purpose of Presentation/Service: Substitute Teacher

Total Time Required for Presentation/Service: Not to exceed a total of 75 hours.

Presentation/Service Facility: Middle Smithfield Elementary School (may be requested by other elementary buildings in the event of an emergency)

Maximum Number of Participants: n/a

Presentation/Service Rate: \$28.56 per hour

Total Estimated Cost of Proposed Presentation/Service: Not to exceed \$2,142.00

Budget Account Number to be charged: Title I: 10-1420-120-440-10-00-92

Audio/Visual Equipment Needed: n/a

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items. If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the provider.

Signature of Initiator: [Signature] 5/26/16
Initiator sends to Provider to sign DATE

Signature of Provider: [Signature] 5/26/16
Provider sends to Assistant Superintendent for Curriculum & Instruction DATE

Approvals:
 Assistant Superintendent
 For Curriculum & Instruction: [Signature] 6-3-16
 Send to the Superintendent's Office DATE

After Board Approved Board Approval Date _____

Superintendent: _____
 Send back to the Initiator DATE

Upon Completion of Presentation/Service the Initiator will complete.

Comments on services _____

Total due provider _____ Approved for payment _____

- Initiator will distribute the copies:
- Business Office (payroll) for payment
 - Human Resources – Place in Presenter's File
 - Staff Development Secretary
 - Initiator
 - Provider

TO: SUPERINTENDENT 6/6/16

120

Carbon-Monroe-Pike Drug & Alcohol Commission, Inc.

724 Phillips Street, Suite 203, Stroudsburg, PA 18360

Phone: (570) 421-1960 X 2747

FAX: (570) 421-3548

jdrake@cmpda.cog.pa.us

AN EQUAL OPPORTUNITY, AFFIRMATIVE ACTION EMPLOYER

February 10, 2016

Ms. Sharon S. Laverdure, Superintendent
East Stroudsburg Area School District
Administrative Center
50 Vine Street
East Stroudsburg, PA 18301

Dear Ms. Laverdure,

As per your recent discussion with Rob Mikulski, enclosed please find **two** copies of the **school year 2016-2017 Letter of Agreement** between the Carbon-Monroe-Pike Drug and Alcohol Commission, Inc. and the East Stroudsburg Area School District.


This agreement provides for **Drug and Alcohol Primary Prevention and SAP/Intervention Services at a total cost of \$21,000.00** for three (3) days of services weekly over a period of 38 weeks during the school year.

If the agreement meets with your approval, **please sign and complete the contact information requested on page one. Please retain one agreement for your files and return one executed agreement to:**

Carbon Monroe Pike Drug & Alcohol Commission, Inc.
Attn: Vanessa Harnik, Administrative Officer
724 Phillips Street, Suite 203
Stroudsburg, Pa. 18360

Should you have any questions regarding this Agreement, please do not hesitate to contact me at (570) 421-1960, x2747 or Rob Mikulski at x2720. Thank you in advance for your cooperation in this matter and we look forward to working with your school district.

Sincerely,



Jamie Drake
Executive Director

Encl.

LETTER OF AGREEMENT

Between CARBON-MONROE-PIKE DRUG AND ALCOHOL COMMISSION, INC.
And the EAST STROUDSBURG AREA SCHOOL DISTRICT

FOR DRUG AND ALCOHOL

PRIMARY PREVENTION AND STUDENT ASSISTANCE PROGRAM (SAP) INTERVENTION SERVICES

1. **Frequency of Services Provided:** The Commission will assign a Drug & Alcohol Prevention Specialist (DAPS) to the School District, who will provide in-school drug and alcohol PRIMARY prevention and SAP/Intervention services three days per week over 38 weeks of the school year.

2. **The Designated Contacts for this Agreement:**

a. The Commission's Assistant Administrator, Rob Mikulski, shall be the designated contact person for this agreement. Mr. Mikulski can be reached at (570) 421-1960, Extension 2720 or by e-mailing him at: rmikulski@cmpda.cog.pa.us

b. **The School District's designated contact person shall be: (Please Complete)**

Name (please print)	Kim Stevens
Phone Number & Extension	570-424-8506 x 10704
E-mail Address:	Kim-Stevens@esasd.net

3. **DAPS Prevention/SAP Responsibilities:** The assigned DAPS shall provide the following services in accordance with guidelines set by the Pennsylvania Department of Drug and Alcohol Programs (DDAP):

- a. In-school consultation services on the District's prevention and intervention plans
- b. Consultation to SAP Core Teams, families and students regarding the need for referral to community or school-based services and supports or referral for D&A Assessment to determine the need for treatment
- c. Participate in parent/teacher and consultation meetings as necessary and maintain data for required reporting as determined by DDAP
- d. Facilitate school-based D&A individual and/or group primary prevention/education services
- e. Facilitate school-based D&A prevention programming
- f. In-school consultation services for the District's Student Assistance Program (SAP) team. It is the Commission's expectation that the designated DAPS will attend SAP Core Team meetings
- g. Participate in SAP Core Team Maintenance
- h. D&A screening for students and when necessary facilitate referral to drug and alcohol treatment or other appropriate student/family support services
- i. Facilitate and support the school-based aftercare plan for students who may be returning to school from treatment and collaborate with other agency providers

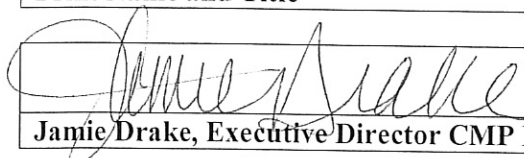
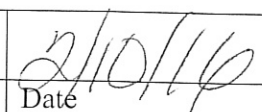
4. **District Responsibilities:** It shall be the responsibility of the District to supply the assigned DAPS with a detailed description of the District's prevention/intervention plans as well as a specific description of the policy & procedure to be followed in delivering these prevention/intervention services. It is herein understood that it shall be the responsibility of the District to:

- a. Coordinate primary prevention program activities with the DAPS
- b. Refer at-risk students to the DAPS through the SAP team process. This shall include referral for individual or group intervention activities, screenings or any other requested services.
- c. Coordinate the identified student's schedules for screening and intervention services
- d. Provide adequate office space for the DAPS assigned to the District

5. **Conflict Resolution:** It is assumed that, if and when appropriate, the DAPS and the SAP team members themselves shall make a good faith effort to resolve any conflict that may arise between them during the provision of these services. In the event that the DAPS or SAP team fails in their effort to resolve their differences, or if the matter is deemed to be inappropriate for discussion between these two parties then the following procedure will be followed:

- a. The SAP team members or DAPS shall inform the designated "Contacts" for this agreement of their unresolved conflict.
 - b. The designated Contacts shall attempt to facilitate an agreeable mediation of the conflict between the DAPS and SAP team within five (5) business days of the notification.
 - c. If the problem cannot be resolved within the prescribed timeframe then it shall be referred to the Commission's Executive Director and/or corresponding school district administration for final disposition.
6. **Confidentiality Requirements:** State and Federal law prohibits the disclosure and re-disclosure of confidential information gathered as a result of the screening, assessment or intervention activities conducted by any of the Commission's DAPS, without the specific written consent of the person to whom it pertains. A release of information from the Commission, signed by the service Consumer, is necessary to facilitate the exchange of any and all information:
- a. The District acknowledges that in receiving, storing, processing, or otherwise dealing with any information from the DAPS about the students in the Program is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2.
 - b. The District undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2.
7. **Communication & Technology Use:** All of the DAPS have Commission based e-mail and voice mail at their disposal. It is the Commission's expectation that the District and the DAPS will use these resources to augment face-to-face or written communications. To the extent that computer/telephone equipment is available and where District policy allows, the Commission herein requests that the DAPS be granted access to a telephone and/or the Internet from a computer station at the assigned District in order that he/she be able to access these communication resources. The Commission would prefer that the District not assign the DAPS a district based e-mail address.
8. **Interruption of Service due to DAPS Family or Medical Leave of Absence or Other Unforeseen Circumstance:** The total amount of days lost to the school district after two-weeks or ten(10) school days of consecutive absence shall be subtracted from the school districts payment, unless another acceptable coverage arrangement can be negotiated between the designated contacts.
9. **Annual Reimbursement:** The School District agrees to reimburse the Commission the maximum amount of \$21,000.00 for provision of the services described herein. The Commission will generate an invoice for these services three times during the school year (October, December and March).
10. **Term of this Agreement:** This agreement shall be in effect from September 6, 2016 to May 26, 2017.

The above-enumerated conditions will constitute the basis of this Agreement. Should any area be in need of negotiation, it will be the responsibility of both parties to reach an agreement. In the event that the School District is unable to provide funding for these services or, if the Commission is unable to provide the described services, this Agreement may be terminated in thirty days.

Authorized School Personnel Signature	Date
Print Name and Title	
	
Jamie Drake, Executive Director CMP D&A Commission, Inc.	Date

ATHLETIC TRAINING

AFFILIATION AGREEMENT FOR CLINICAL PRACTICE INTERNSHIP AND USE OF A FACILITY AS AN ATHLETIC TRAINING INTERNSHIP SITE

THIS AGREEMENT, is made this 1 day of June, 2016, by and between EAST STROUDSBURG UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and **East Stroudsburg Area School District – J.T. Lambert Intermediate School** (hereinafter "Internship Site").

BACKGROUND

WHEREAS, Internship Site is equipped with the facilities and appropriate supervision necessary to provide an educational experience to the University's students in the area of athletic training; and

WHEREAS, the University is an educational institution that provides a degree in the area of athletic training; and

WHEREAS, the University is desirous of providing an educational experience to its students limited to participation through supervision in a clinic internship setting; and

WHEREAS, the Site is desirous of establishing a relationship with the University, whereby University students may receive clinical experience in their area of matriculation subject to the provisions of this Agreement.

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

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of a qualified clinical practice intern or resident (hereinafter "student") to participate in the practicum. The selected student must have the appropriate educational background and skills consistent with the contemplated educational experience offered by Internship Site. The selected student will be an individual who is certified by the Board of Certification for Athletic Training or eligible for certification by the Board of Certification, and who is eligible for Licensure by the Pennsylvania State Board of Medicine or State Board of Osteopathic Medicine as an athletic trainer. The individual will work with the athletic program at Internship Site. The Graduate Coordinator at ESU will select the student to be recommended to the Dean of the Graduate College for placement with the Internship Site.

- b. *Education of Student.* The University shall assume responsibility for the classroom education of the student. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, and graduation.
- c. *Term of Placement.* The student will work for Internship Site 20 hours per week during the term of this placement. The placement will include post-session (pre-season athletics) and the subsequent fall, winter and spring sport seasons for the Internship Site.
- d. *Submission of Name of Candidate.* The University shall submit the name of the student to Internship Site or a designated representative at least 3 weeks prior to the practicum assignment.
- e. *Designation of Representative.* University shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the Internship Site in order to discuss, plan and evaluate experience of the student.
- f. *Advising Student of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of Internship Site and should the student fail to abide by any policy/or procedure, he or she may be expelled from the Internship Site program. If necessary, the termination of the student from the clinical practice intern program will be done according to the policies and procedures of the University. It is understood and agreed that while the student is providing athletic training services to the Internship Site, the student shall be under the direct supervision of the Internship Site, including the physician employed by Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.
- g. *Professional Liability Insurance.* The student shall be responsible for procuring professional liability insurance at his/her own expense. Only a Pennsylvania certified athletic trainer (or BOC® eligible student) with current professional liability insurance will be recommended. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the assistantship or residency. The Graduate Student will work within the scope of their job description and licensure status.

Internship Site understands that, as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort claims Act, 42 Pa C.S.A. §§8521, *et*

seq. For purposes of this Agreement, it is understood and agreed that the student, while providing athletic training services to the Internship Site, is under the supervision of the Internship Site, including the physician employed by the Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.

- h. Prior to the rendering of services by the graduate student pursuant to this agreement, the student shall obtain and provide to the Internship Site all criminal and child abuse clearances and/or other records required by the Pennsylvania School code and/or other applicable statutes.

II. DUTIES AND RESPONSIBILITIES OF INTERNSHIP SITE

- a. *Establishment of Assistantship or Residency.* Internship Site authorizes the use of its facilities as may be agreed upon by the Internship Site and the University as a practicum. This practicum is for a student enrolled in a graduate degree program at East Stroudsburg University. A description of the duties and responsibilities of the student will be developed by the appropriate individuals at the Internship Site, with a copy provided to the Graduate Coordinator from ESU.
- b. *Policies of Internship Site.* The Internship Site will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience. Internship Site will provide the University all the applicable information at least 2 weeks in advance of the student's participation.
- c. *Administration.* Internship Site will have sole authority and control over all aspects of student services, including appropriate supervision of the student by a licensed individual in providing all athletic training services. Internship Site will be responsible for and retain control over the organization, and operation of its programs.
- d. *Removal of Noncompliant Student.* Internship Site shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, Internship Site should immediately contact the responsible University contact. It shall be the obligation of the university to assure that its students are afforded procedural due process if a student is removed pursuant to this section.
- e. *Designation of Representative.* Internship Site shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate experience of the student.
- f. *Supervision of Students.* Internship Site shall provide a practicum site supervisor who will supervise student activities during the practicum. The student will be supervised by a physician of the Internship Site for the provision of all athletic training services. Internship Site agrees to indemnify and hold harmless the University, the State System of Higher Education and the Commonwealth and its officers, employees, representatives and agents, harmless from any and all liability, claims, demands and actions based upon and arising out of any activities performed by the student while under the supervision of

the Internship Site under this Agreement. Upon receipt of written notice of any matter for which indemnification might be claimed by the University or its officers, employees, representatives and agents, the Internship Site shall promptly defend, contest or otherwise protect against any such suit, action, investigation, claim or proceeding at its own cost and expense. The University may, but will not be obligated to, participate at its own expense in the proceeding, with counsel of its own choosing. Representation of the University shall be in compliance with the Commonwealth Attorneys Act.

- g. *Reporting of Student Progress.* Internship Site shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and Internship Site.
- h. *Student Records.* Internship Site shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of the Agreement.

III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties mutually agree that one student shall be assigned to the Internship Site for this assistantship or residency.
- b. *Payment.* The Internship Site shall pay the University \$21,450 in two equal payments on the first day of the Summer and Spring Semesters which shall be for part of the student's tuition at the prevailing rate (Summer I, Fall, Spring, and Summer II), all of the graduate student stipend, reimbursement of social security and worker's compensation costs to the University. The stipend is calculated based on the student providing athletic training services to the Internship Site as follows: Summer I (60 hours), Fall (300 hours), Spring (300 hours), and summer II (60 hours). If Internship Site removes a student who fails to comply with its policies and procedures or terminates this Agreement, it is understood and agreed that there shall be reimbursement at a proration of amounts due or payments made under this Agreement only for the time the student worked. If the student quits the program at the Internship Site, it is understood and agreed that there shall be reimbursement at a proration of amounts due or payments made under this Agreement only for the time the student worked.
- c. *Term of Agreement.* The term of this Agreement shall be one year(s) from the date of execution.
- d. *Termination of Agreement.* The University or the Internship Site may terminate this Agreement for any reason with ninety (90) days' notice. Either party may immediately terminate this Agreement in the event of a breach. However, should the Internship Site terminate this Agreement prior to the completion of an academic semester for other than a breach of the terms of this agreement or student's failure to follow applicable policy,

the student enrolled at that time may continue his/her educational experience until it would have been concluded absent the termination.

- e. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act. Internship Site agrees to cooperate with the University in its investigation of claims of discrimination of harassment.
- f. *Interpretation of Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- g. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- h. *Relationship of Parties.* The relationship between the parties to this Agreement to each other in that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture, employment or any other relationship, other than that of independent contractors.
- i. *Liability.* Neither of the parties shall assume any liabilities to each other, except as specifically provided in this Agreement. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth of Pennsylvania's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania or of the State System of Higher Education or the University.
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other oral understandings or promises exist in regards to this relationship.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Authorized Signature:

Print Name/Title East Stroudsburg Area School District

East Stroudsburg Area School District

Date

50 Vine St.
East Stroudsburg, PA 18301

Joanne Bruno
Provost and Vice President for Academic Affairs, ESU

Date

Approved as to form and legality:

University Legal Counsel (ESU)

Date

Addendum

Affiliation Agreement: Graduate Athletic Trainer Program Funding Breakdown
 East Stroudsburg Area School District – East Stroudsburg University of Pennsylvania

This document is provided as an addendum to the proposed **Affiliation Agreement** between the East Stroudsburg University of Pennsylvania (ESU) and the East Stroudsburg Area School District. Specifically, this document provides a breakdown of the reimbursement provided by East Stroudsburg Area School District to ESU for services provided through their Clinical Practice Internship – Graduate Athletic Training Program. This breakdown applies to **both** contracted Clinical Practice Internship Athletic Trainer positions in the District; John T. Lambert Intermediate School and Lehman Intermediate School. Pursuant to agreement, the School District will reimburse the University for the services of the students, up to the cost for a PA resident only, according to the following list of costs:

Summer I – Fall I Tuition:	\$7,482.41 (Based on 15-16 Tuition Costs)
Summer I – Fall I Stipend:	\$3,002.40 (Summer Pre-Season – Mid Winter Season) (60 hours Pre-Season; 300 hours Fall – Winter)
Summer I – Fall I Workmen’s Compensation:	\$ 10.51 (0.35% x 3002.40)
Summer I – Fall I Social Security	\$ 229.68 (7.65% x 3002.40)
Summer I – Fall I Invoice Amount:	<u>\$10,725.00</u>
<hr/>	
Spring I –Summer II Tuition:	\$7,482.41 (Based on 15-16 Tuition Costs)
Spring I –Summer II Stipend	\$3,002.40 (Mid Winter Season – End of Spring: June 1) (300 hours Spring; 60 hours Summer II)
Spring I –Summer II Workmen’s Compensation:	\$ 10.51 (0.35% x 3002.40)
Spring I –Summer II Social Security	\$ 229.68 (7.65% x 3002.40)
Spring I –Summer II Invoice Amount:	<u>\$10,725.00</u>
Total AY Invoice 2016 – 2017:	<u>\$21,450.00</u>

ATHLETIC TRAINING

AFFILIATION AGREEMENT FOR CLINICAL PRACTICE INTERNSHIP AND USE OF A FACILITY AS AN ATHLETIC TRAINING INTERNSHIP SITE

THIS AGREEMENT, is made this 1 day of June, 2016, by and between EAST STROUDSBURG UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and **East Stroudsburg Area School District – Lehman Intermediate** (hereinafter "Internship Site").

BACKGROUND

WHEREAS, Internship Site is equipped with the facilities and appropriate supervision necessary to provide an educational experience to the University's students in the area of athletic training; and

WHEREAS, the University is an educational institution that provides a degree in the area of athletic training; and

WHEREAS, the University is desirous of providing an educational experience to its students limited to participation through supervision in a clinic internship setting; and

WHEREAS, the Site is desirous of establishing a relationship with the University, whereby University students may receive clinical experience in their area of matriculation subject to the provisions of this Agreement.

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

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of a qualified clinical practice intern or resident (hereinafter "student") to participate in the practicum. The selected student must have the appropriate educational background and skills consistent with the contemplated educational experience offered by Internship Site. The selected student will be an individual who is certified by the Board of Certification for Athletic Training or eligible for certification by the Board of Certification, and who is eligible for Licensure by the Pennsylvania State Board of Medicine or State Board of Osteopathic Medicine as an athletic trainer. The individual will work with the athletic program at Internship Site. The Graduate Coordinator at ESU will select the student to be recommended to the Dean of the Graduate College for placement with the Internship Site.

- b. *Education of Student.* The University shall assume responsibility for the classroom education of the student. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, and graduation.
- c. *Term of Placement.* The student will work for Internship Site 20 hours per week during the term of this placement. The placement will include post-session (pre-season athletics) and the subsequent fall, winter and spring sport seasons for the Internship Site.
- d. *Submission of Name of Candidate.* The University shall submit the name of the student to Internship Site or a designated representative at least 3 weeks prior to the practicum assignment.
- e. *Designation of Representative.* University shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the Internship Site in order to discuss, plan and evaluate experience of the student.
- f. *Advising Student of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of Internship Site and should the student fail to abide by any policy/or procedure, he or she may be expelled from the Internship Site program. If necessary, the termination of the student from the clinical practice intern program will be done according to the policies and procedures of the University. It is understood and agreed that while the student is providing athletic training services to the Internship Site, the student shall be under the direct supervision of the Internship Site, including the physician employed by Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.
- g. *Professional Liability Insurance.* The student shall be responsible for procuring professional liability insurance at his/her own expense. Only a Pennsylvania certified athletic trainer (or BOC® eligible student) with current professional liability insurance will be recommended. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the assistantship or residency. The Graduate Student will work within the scope of their job description and licensure status.

Internship Site understands that, as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort claims Act, 42 Pa C.S.A. §§8521, *et*

seq. For purposes of this Agreement, it is understood and agreed that the student, while providing athletic training services to the Internship Site, is under the supervision of the Internship Site, including the physician employed by the Internship Site to oversee the provision of medical care and athletic training services at the Internship Site.

- h. Prior to the rendering of services by the graduate student pursuant to this agreement, the student shall obtain and provide to the Internship Site all criminal and child abuse clearances and/or other records required by the Pennsylvania School code and/or other applicable statutes.

II. DUTIES AND RESPONSIBILITIES OF INTERNSHIP SITE

- a. *Establishment of Assistantship or Residency.* Internship Site authorizes the use of its facilities as may be agreed upon by the Internship Site and the University as a practicum. This practicum is for a student enrolled in a graduate degree program at East Stroudsburg University. A description of the duties and responsibilities of the student will be developed by the appropriate individuals at the Internship Site, with a copy provided to the Graduate Coordinator from ESU.
- b. *Policies of Internship Site.* The Internship Site will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience. Internship Site will provide the University all the applicable information at least 2 weeks in advance of the student's participation.
- c. *Administration.* Internship Site will have sole authority and control over all aspects of student services, including appropriate supervision of the student by a licensed individual in providing all athletic training services. Internship Site will be responsible for and retain control over the organization, and operation of its programs.
- d. *Removal of Noncompliant Student.* Internship Site shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, Internship Site should immediately contact the responsible University contact. It shall be the obligation of the university to assure that its students are afforded procedural due process if a student is removed pursuant to this section.
- e. *Designation of Representative.* Internship Site shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate experience of the student.
- f. *Supervision of Students.* Internship Site shall provide a practicum site supervisor who will supervise student activities during the practicum. The student will be supervised by a physician of the Internship Site for the provision of all athletic training services. Internship Site agrees to indemnify and hold harmless the University, the State System of Higher Education and the Commonwealth and its officers, employees, representatives and agents, harmless from any and all liability, claims, demands and actions based upon and arising out of any activities performed by the student while under the supervision of

the Internship Site under this Agreement. Upon receipt of written notice of any matter for which indemnification might be claimed by the University or its officers, employees, representatives and agents, the Internship Site shall promptly defend, contest or otherwise protect against any such suit, action, investigation, claim or proceeding at its own cost and expense. The University may, but will not be obligated to, participate at its own expense in the proceeding, with counsel of its own choosing. Representation of the University shall be in compliance with the Commonwealth Attorneys Act.

- g. *Reporting of Student Progress.* Internship Site shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and Internship Site.
- h. *Student Records.* Internship Site shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of the Agreement.

III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties mutually agree that one student shall be assigned to the Internship Site for this assistantship or residency.
- b. *Payment.* The Internship Site shall pay the University \$21,450 in two equal payments on the first day of the Summer and Spring Semesters which shall be for part of the student's tuition at the prevailing rate (Summer I, Fall, Spring, and Summer II), all of the graduate student stipend, reimbursement of social security and worker's compensation costs to the University. The stipend is calculated based on the student providing athletic training services to the Internship Site as follows: Summer I (60 hours), Fall (300 hours), Spring (300 hours), and summer II (60 hours). If Internship Site removes a student who fails to comply with its policies and procedures or terminates this Agreement, it is understood and agreed that there shall be reimbursement at a proration of amounts due or payments made under this Agreement only for the time the student worked. If the student quits the program at the Internship Site, it is understood and agreed that there shall be reimbursement at a proration of amounts due or payments made under this Agreement only for the time the student worked.
- c. *Term of Agreement.* The term of this Agreement shall be one year(s) from the date of execution.
- d. *Termination of Agreement.* The University or the Internship Site may terminate this Agreement for any reason with ninety (90) days' notice. Either party may immediately terminate this Agreement in the event of a breach. However, should the Internship Site terminate this Agreement prior to the completion of an academic semester for other than a breach of the terms of this agreement or student's failure to follow applicable policy,

the student enrolled at that time may continue his/her educational experience until it would have been concluded absent the termination.

- e. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act. Internship Site agrees to cooperate with the University in its investigation of claims of discrimination of harassment.
- f. *Interpretation of Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- g. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- h. *Relationship of Parties.* The relationship between the parties to this Agreement to each other in that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture, employment or any other relationship, other than that of independent contractors.
- i. *Liability.* Neither of the parties shall assume any liabilities to each other, except as specifically provided in this Agreement. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth of Pennsylvania's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania or of the State System of Higher Education or the University.
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other oral understandings or promises exist in regards to this relationship.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Authorized Signature:

Print Name/Title East Stroudsburg Area School District

East Stroudsburg Area School District

Date

50 Vine St.
East Stroudsburg, PA 18301

Joanne Bruno
Provost and Vice President for Academic Affairs, ESU

Date

Approved as to form and legality:

University Legal Counsel (ESU)

Date

Addendum

Affiliation Agreement: Graduate Athletic Trainer Program Funding Breakdown
 East Stroudsburg Area School District – East Stroudsburg University of Pennsylvania

This document is provided as an addendum to the proposed **Affiliation Agreement** between the East Stroudsburg University of Pennsylvania (ESU) and the East Stroudsburg Area School District. Specifically, this document provides a breakdown of the reimbursement provided by East Stroudsburg Area School District to ESU for services provided through their Clinical Practice Internship – Graduate Athletic Training Program. This breakdown applies to **both** contracted Clinical Practice Internship Athletic Trainer positions in the District; John T. Lambert Intermediate School and Lehman Intermediate School. Pursuant to agreement, the School District will reimburse the University for the services of the students, up to the cost for a PA resident only, according to the following list of costs:

Summer I – Fall I Tuition:	\$7,482.41 (Based on 15-16 Tuition Costs)
Summer I – Fall I Stipend:	\$3,002.40 (Summer Pre-Season – Mid Winter Season) (60 hours Pre-Season; 300 hours Fall – Winter)
Summer I – Fall I Workmen’s Compensation:	\$ 10.51 (0.35% x 3002.40)
Summer I – Fall I Social Security	\$ 229.68 (7.65% x 3002.40)
Summer I – Fall I Invoice Amount:	\$10,725.00
Spring I –Summer II Tuition:	\$7,482.41 (Based on 15-16 Tuition Costs)
Spring I –Summer II Stipend	\$3,002.40 (Mid Winter Season – End of Spring: June 1) (300 hours Spring; 60 hours Summer II)
Spring I –Summer II Workmen’s Compensation:	\$ 10.51 (0.35% x 3002.40)
Spring I –Summer II Social Security	\$ 229.68 (7.65% x 3002.40)
Spring I –Summer II Invoice Amount:	\$10,725.00
Total AY Invoice 2016 – 2017:	\$21,450.00

COLONIAL INTERMEDIATE UNIT 20
A Regional Service Agency
6 Danforth Drive
Easton, Pennsylvania 18045-7899

CONTRACT FOR SERVICE
(REVENUE GENERATING)

This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and East Stroudsburg Area School District, 50 Vine Street, East Stroudsburg, PA 18301, (570) 424-8500. East Stroudsburg Area School District will utilize Colonial Intermediate Unit 20 to provide a mental health worker for direct, one-on-one services at the following location:

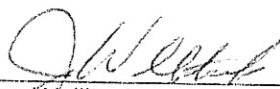
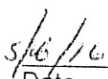
East Stroudsburg High School North

The total cost for said services shall not exceed \$46,288.80. This contract becomes effective on the first day of the 2016-2017 school year and terminates at the end of the 2016-2017 school year.

East Stroudsburg Area School District will be billed for services rendered by Colonial Intermediate Unit 20.

Unemployment cost will be charged to the School District if Colonial Intermediate Unit 20 is unable to reassign the position.

The signed contract must be returned to Mr. Jon Wallitsch, Director of Fiscal Affairs, at the Intermediate Unit Office.

 _____ Mr. Jon Wallitsch Director of Fiscal Affairs	 _____ Date	_____ East Stroudsburg Area School District Superintendent	_____ Date
-------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------	------------------------------------------------------------------	---------------

Federal ID Number

To comply with Federal laws, State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our Intermediate Unit, the Colonial Intermediate Unit 20 declares itself to be an equal rights and opportunities agency. As an equal rights and opportunities agency, it does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex and disabilities as defined by law. The Intermediate Unit's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

Successful performance and affirmative action program efforts will provide positive benefits to the Intermediate Unit through fuller utilization and development of previously underutilized human resources. Coordinator of Title IX, Section 504 and ADA is The Director of Human Resources and Research Services, Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, PA 18045, (610) 515-6405, TDD/TTY Hearing Impaired (610) 252-3786.

COLONIAL INTERMEDIATE UNIT 20
A Regional Service Agency
6 Danforth Drive
Easton, Pennsylvania 18045-7899

CONTRACT FOR SERVICE
(REVENUE GENERATING)

This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and East Stroudsburg Area School District, 50 Vine Street, East Stroudsburg, PA 18301, (570) 424-8500. East Stroudsburg Area School District will utilize Colonial Intermediate Unit 20 to provide an associate teacher for direct, one-on-one services at the following locations:

Two students at Colonial Academy – Emotional Support; and
Two students at Colonial Academy – Autistic Support; and
J. T. Lambert Intermediate School – Therapeutic Emotional Support

The total cost for said services shall not exceed \$195,327.00. This contract becomes effective on the first day of the 2016-2017 school year and terminates at the end of the 2016-2017 school year.

East Stroudsburg Area School District will be billed for services rendered by Colonial Intermediate Unit 20.

Unemployment cost will be charged to the School District if Colonial Intermediate Unit 20 is unable to reassign the position.

The signed contract must be returned to Mr. Jon Wallitsch, Director of Fiscal Affairs, at the Intermediate Unit Office.


Mr. Jon Wallitsch
Director of Fiscal Affairs

5/26/16
Date

East Stroudsburg Area School District
Superintendent

Date

Federal ID Number

To comply with Federal laws, State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our Intermediate Unit, the Colonial Intermediate Unit 20 declares itself to be an equal rights and opportunities agency. As an equal rights and opportunities agency, it does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex and disabilities as defined by law. The Intermediate Unit's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

Successful performance and affirmative action program efforts will provide positive benefits to the Intermediate Unit through fuller utilization and development of previously underutilized human resources. Coordinator of Title IX, Section 504 and ADA is The Director of Human Resources and Research Services, Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, PA 18045, (610) 515-6405. TDD/TTY Hearing Impaired (610) 252-3786.



TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Pricing and Acceptance

Scott Ihle
 Director of Facilities
 East Stroudsburg Area School Distr
 50 Vine Street
 PO Box 298
 EAST STROUDSBURG, PA 18301 U.S.A.

Site Address:
 Middle Smithfield Elementary
 5180 Milford Road
 EAST STROUDSBURG, PA 18301
 United States

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Due Date	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Annual Payment <i>plus applicable tax</i>	\$3,207.00	\$3,207.00	\$3,207.00	\$3,207.00	\$3,207.00
Quarterly Payment <i>plus tax</i> <i>Reflects 2.5% finance charge</i>	\$821.80	\$821.80	\$821.80	\$821.80	\$821.80
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% Prepay One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance	7.5% Prepay 4 Years in Advance	10.0% Prepay 5 Years in Advance
Prepayment Due* <i>plus applicable tax</i>	\$3,110.79	\$6,144.61	\$9,062.98	\$11,865.90	\$14,431.50
Prepayment Discount Savings **	\$96.21	\$269.39	\$558.02	\$962.10	\$1,603.50

This agreement is established on a fixed fee basis, including all expenses. The total cost for all work associated with the services hereunder, with same amount shown above invoiced and due 30 days from date of invoice for each year of the term. This fixed fee is based on the equipment identified in the Equipment Covered Services Schedule.

The agreement allows for a four (4) percent escalation each year, however, the fee for this three-year agreement shall remain flat, and may only increase or decrease should the equipment inventory change, and the revised fee shall be reflected in the total fees due on the next invoice.

Trane will hold this fixed yearly fee contingent upon the agreement remaining in place for the full three-year term. If ESASD terminates the agreement for convenience before the end of the full term for any other reason except breach, the penalty shall be the 4% year over year escalation allowable by the agreement.

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A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be **96.21 USD** if this option is selected. Tax will be calculated based upon the pre-discounted price. The discount for advance payment is not applicable to credit card transactions. Please check the box for this option.'

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer plus penalties and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components

Term

The Initial Term of this Service Agreement is 3 years, beginning **July 01, 2016** and expiring **June 30, 2019**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on June 30, 2019, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (570) 821-4910 or by direct mail addressed to: 1185 North Washington Street WILKES BARRE, PA 18705.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

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Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

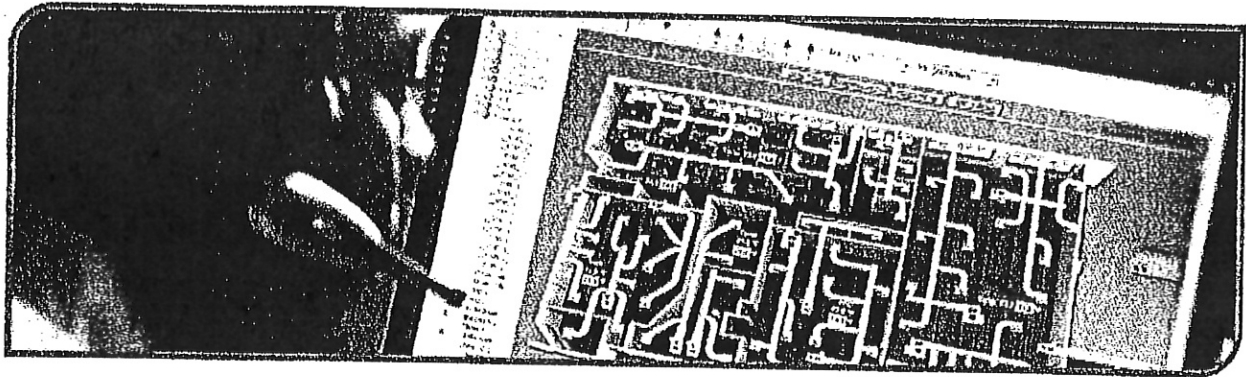
This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

Submitted By: Sterling Colborn	Cell: (570) 706-5327
_____	Office: (570) 821-4960
_____	Proposal Date: May 12, 2016
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
_____	Trane U.S. Inc.
Authorized Representative	_____
_____	Authorized Representative
Printed Name	_____
_____	Title
Title _____	_____
Purchase Order _____	Signature Date
Acceptance Date _____	License Number:

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Customer Service Flows —



The following Customer Service Flows provide additional service description detail for Covered Equipment.

Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites.

INSPECTION MAINTENANCE PROGRAM AIR COOLED CHILLER

Annual Maintenance Inspection

- Report in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with the customer for operational problems and trends
- General Assembly
- Leak-test the chiller and report the leak check results.

Controls and Safeties

- Inspect the control panel for cleanliness.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Verify all settings in the electronic control panel.
- Check the oil pressure safety device.
- Check the high motor temperature safety device.
- Check the operation of the chilled water pump starter auxiliary contacts.
- Verify the setting of the current control device.

Lubrication System

- Pull oil sample for spectroscopic analysis.
- Test the oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.
- Verify the operation of the oil heater. Measure amps and volts and compare the readings with the watt rating of the heater.

Motor and Starter

- Clean the starter and cabinet.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check tightness of motor terminal connections.
- Check condition of the contacts for wear and pitting.
- Check contactors for free and smooth operation.
- Check the mechanical linkages for wear, security and clearances.

- Meg the motor and record readings.
- Verify the operation of the electrical interlocks.
- Measure voltage and record. Voltage should be nominal voltage $\pm 10\%$.

Operating Inspection

- Check the general operation of the unit.
- Log the operating temperatures, pressures, voltages, and amperages.
- Check the operation of the control circuit.
- Check the operation of the motor and starter.
- Analyze the recorded data. Compare the data to the original design conditions.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Air Cooled Condensing Unit Annual Maintenance

Description

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out Condenser
- Electrical Inspection
- Control Panel Calibration Check
- Mechanical Condenser Fan Inspection
- Remove Lock Out Tag Out and Restore Power
- Compressor Oil Level Check
- Start Unit
- Condenser Running Fan Check
- Acid Test
- Manual Log With Electronic Device

Air Cooled Condensing Unit Operating Maintenance

Description

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out Condenser
- Visual Condenser Coil Check
- Mechanical Condenser Fan Inspection
- Remove Lock Out Tag Out and Restore Power
- Manual Log With Electronic Device
- Compressor Oil Level Check
- Condenser Running Fan Check

Voyager Cooling Pre-Season Annual

Description

- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Remove Access Panels or Open Access Doors
- Meg Supply Fan Without VFD
- Meg Exhaust Fan Without VFD
- Meg Compressor Motor - IPAK/VOY
- Electrical Inspection
- Reinstall Access Panels or Close Access Doors
- Condensate Drip Pan Treatment
- Remove Lock Out Tag Out

- Pre-Start Check- VOY/PRE
- Start Up Condenser Fan Check (Per Fan)
- Cooling Check-VOY
- Manual Log With Electronic Device
- Return Unit to Normal Operation

Voyager Gas Heat Pre-Season Annual

Description

- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Remove Access Panels or Open Access Doors
- Meg Supply Fan Without VFD
- Electrical Inspection
- Remove Lock Out Tag Out
- Pre-Start Check- VOY/PRE
- Start Up Heating Check (Natural Gas/Propane) 2 Stage Heating - Voyager/Foundation
- Manual Log With Electronic Device
- Return Unit to Normal Operation

Voyager Operating Inspection

Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Power Exhaust Fan(s) Inspection - Direct Drive
- Cooling Check-VOY
- Return Unit to Normal Operation

24/7 BAS Services

System Analysis

- Report in with customer and review questions and concerns they may have
- Review and verify remote communications connections – if applicable
- From the system front end (customer workstation and or technician laptop):
 - Verify workstation functionality and network connections
 - Review system event log and note alarms that need to be addressed
 - Review objects in override note overrides that could be released
 - Review Trends
 - Review user access with customer (verify who can log-on and at what level)
 - Review time of day schedules and adjust for appropriateness
 - Review optimal start stop routines (*if any*)
 - Review system level programming and ensure programs are running as intended
 - Verify all connected devices are communicating
 - Review any globally communicated points (*inputs and outputs are operating as intended*)
 - Verify graphics are reading correctly and all points and functions are operating as intended
 - Back up system controller configuration and programming files
 - Inspect BCU connections and functionality
 - Install any workstation service packs – as appropriate and if available
 - Raise BCU Image as applicable
 - Review unit controls operation
 - Look for indications of controller or sensor drift – sensors not reading appropriately / actuators not stroking appropriately (*this does not include physical inspection of the mechanical unit*)
 - Back up any changes to the system controller programming

Operator Coaching: Used as needed each visit

- Review system operation best practices
- Address operator concerns if any

Each visit or remote inspection the Trane technician will:

- Review with customer opportunities to improve system performance as they present themselves.
- Complete Service Work Reports
 - List tasks completed
 - Note any uncorrected deficiencies (repairs to be quoted separately)
 - Note any upgrades or changes to operational sequences that need to be quoted separately
 - Leave copies of work report with customer



TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Pricing and Acceptance

Scott Ihle
 Director of Facilities
 East Stroudsburg Area School Distr
 50 Vine Street
 PO Box 298
 EAST STROUDSBURG, PA 18301 U.S.A.

Site Address:
 Smithfield Elementary
 245 River Road
 EAST STROUDSBURG, PA 18301
 United States

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Due Date	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Annual Payment <i>plus applicable tax</i>	\$3,207.00	\$3,207.00	\$3,207.00	\$3,207.00	\$3,207.00
Quarterly Payment <i>plus tax</i> <i>Reflects 2.5% finance charge</i>	\$821.80	\$821.80	\$821.80	\$821.80	\$821.80
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% Prepay One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance	7.5% Prepay 4 Years in Advance	10.0% Prepay 5 Years in Advance
Prepayment Due* <i>plus applicable tax</i>	\$3,110.79	\$6,144.61	\$9,062.98	\$11,865.90	\$14,431.50
Prepayment Discount Savings **	\$96.21	\$269.39	\$558.02	\$962.10	\$1,603.50

This agreement is established on a fixed fee basis, including all expenses. The total cost for all work associated with the services hereunder, with same amount shown above invoiced and due 30 days from date of invoice for each year of the term. This fixed fee is based on the equipment identified in the Equipment Covered Services Schedule.

The agreement allows for a four (4) percent escalation each year, however, the fee for this five-year agreement shall remain flat, and may only increase or decrease should the equipment inventory change, and the revised fee shall be reflected in the total fees due on the next invoice.

Trane will hold this fixed yearly fee contingent upon the agreement remaining in place for the full five-year term. If ESASD terminates the agreement for convenience before the end of the full term for any other reason except breach, the penalty shall be the 4% year over year escalation allowable by the agreement.





A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be **96.21 USD** if this option is selected. Tax will be calculated based upon the pre-discounted price. The discount for advance payment is not applicable to credit card transactions. Please check the box for this option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer plus penalties and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components.

Term

The Initial Term of this Service Agreement is 5 years, beginning **July 01, 2016** and expiring **June 30, 2021**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on June 30, 2021, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (570) 821-4910 or by direct mail addressed to: 1185 North Washington Street WILKES BARRE, PA 18705.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.





TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Pricing and Acceptance

Scott Ihle
 Director of Facilities
 East Stroudsburg Area School Distr
 50 Vine Street
 PO Box 298
 EAST STROUDSBURG, PA 18301 U.S.A.

Site Address:
 East Stroudsburg High School South
 279 North Courtland Street
 EAST STROUDSBURG, PA 18301
 United States

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Due Date	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Annual Payment <i>plus applicable tax</i>	\$7,739.00	\$7,739.00	\$7,739.00	\$7,739.00	\$7,739.00
Quarterly Payment <i>plus tax</i> <i>Reflects 2.5% finance charge</i>	\$1,983.12	\$1,983.12	\$1,983.12	\$1,983.12	\$1,983.12
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% Prepay One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance	7.5% Prepay 4 Years in Advance	10.0% Prepay 5 Years in Advance
Prepayment Due* <i>plus applicable tax</i>	\$7,506.83	\$14,827.92	\$21,870.41	\$28,634.30	\$34,825.50
Prepayment Discount Savings**	\$232.17	\$650.08	\$1,346.59	\$2,321.70	\$3,869.50

This agreement is established on a fixed fee basis, including all expenses. The total cost for all work associated with the services hereunder, with same amount shown above invoiced and due 30 days from date of invoice for each year of the term. This fixed fee is based on the equipment identified in the Equipment Covered Services Schedule.

The agreement allows for a four (4) percent escalation each year, however, the fee for this five-year agreement shall remain flat, and may only increase or decrease should the equipment inventory change, and the revised fee shall be reflected in the total fees due on the next invoice.

Trane will hold this fixed yearly fee contingent upon the agreement remaining in place for the full five-year term. If ESASD terminates the agreement for convenience before the end of the full term for any other reason except breach, the penalty shall be the 4% year over year escalation allowable by the agreement.





TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Pricing and Acceptance

Scott Ihle
 Director of Facilities
 East Stroudsburg Area School Distr
 50 Vine Street
 PO Box 298
 EAST STROUDSBURG, PA 18301 U.S.A.

Site Address:
 JT Lambert Intermediate
 2000 Milford Road
 EAST STROUDSBURG, PA 18301
 United States

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Due Date	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Annual Payment <i>plus applicable tax</i>	\$9,686.00	\$9,686.00	\$9,686.00	\$9,686.00	\$9,686.00
Quarterly Payment <i>plus tax</i> <i>Reflects 2.5% finance charge</i>	\$2,482.04	\$2,482.04	\$2,482.04	\$2,482.04	\$2,482.04
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% Prepay One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance	7.5% Prepay 4 Years in Advance	10.0% Prepay 5 Years in Advance
Prepayment Due* <i>plus applicable tax</i>	\$9,395.42	\$18,558.38	\$27,372.64	\$35,838.20	\$43,587.00
Prepayment Discount Savings**	\$290.58	\$813.62	\$1,685.36	\$2,905.80	\$4,843.00

This agreement is established on a fixed fee basis, including all expenses. The total cost for all work associated with the services hereunder, with same amount shown above invoiced and due 30 days from date of invoice for each year of the term. This fixed fee is based on the equipment identified in the Equipment Covered Services Schedule.

The agreement allows for a four (4) percent escalation each year, however, the fee for this five-year agreement shall remain flat, and may only increase or decrease should the equipment inventory change, and the revised fee shall be reflected in the total fees due on the next invoice.

Trane will hold this fixed yearly fee contingent upon the agreement remaining in place for the full five-year term. If ESASD terminates the agreement for convenience before the end of the full term for any other reason except breach, the penalty shall be the 4% year over year escalation allowable by the agreement.



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A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be **290.58 USD** if this option is selected. Tax will be calculated based upon the pre-discounted price. The discount for advance payment is not applicable to credit card transactions. Please check the box for this option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer plus penalties and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components.

Term

The Initial Term of this Service Agreement is 5 years, beginning **July 01, 2016** and expiring **June 30, 2021**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on June 30, 2021, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (570) 821-4910 or by direct mail addressed to: 1185 North Washington Street WILKES BARRE, PA 18705.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.





TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Pricing and Acceptance

Scott Ihle
 Director of Facilities
 East Stroudsburg Area School Distr
 50 Vine Street
 PO Box 298
 EAST STROUDSBURG, PA 18301 U.S.A.

Site Address:
 East Stroudsburg Elementary
 93 Independence Road
 EAST STROUDSBURG, PA 18301
 United States

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Due Date	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Annual Payment <i>plus applicable tax</i>	\$4,074.00	\$4,074.00	\$4,074.00	\$4,074.00	\$4,074.00
Quarterly Payment <i>plus tax</i> <i>Reflects 2.5% finance charge</i>	\$1,043.96	\$1,043.96	\$1,043.96	\$1,043.96	\$1,043.96
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% Prepay One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance	7.5% Prepay 4 Years in Advance	10.0% Prepay 5 Years in Advance
Prepayment Due* <i>plus applicable tax</i>	\$3,951.78	\$7,805.78	\$11,513.12	\$15,073.80	\$18,333.00
Prepayment Discount Savings**	\$122.22	\$342.22	\$708.88	\$1,222.20	\$2,037.00

This agreement is established on a fixed fee basis, including all expenses. The total cost for all work associated with the services hereunder, with same amount shown above invoiced and due 30 days from date of invoice for each year of the term. This fixed fee is based on the equipment identified in the Equipment Covered Services Schedule.

The agreement allows for a four (4) percent escalation each year, however, the fee for this five-year agreement shall remain flat, and may only increase or decrease should the equipment inventory change, and the revised fee shall be reflected in the total fees due on the next invoice.



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TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Pricing and Acceptance

Scott Ihle
 Director of Facilities
 East Stroudsburg Area School Distr
 50 Vine Street
 PO Box 298
 EAST STROUDSBURG, PA 18301 U.S.A.

Site Address:
 Bushkill Elementary
 131 North School Drive
 DINGMANS FERRY, PA 18328
 United States

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

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	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Due Date	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Annual Payment <i>plus applicable tax</i>	\$4,276.00	\$4,276.00	\$4,276.00	\$4,276.00	\$4,276.00
Quarterly Payment <i>plus tax Reflects 2.5% finance charge</i>	\$1,095.73	\$1,095.73	\$1,095.73	\$1,095.73	\$1,095.73
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% Prepay One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance	7.5% Prepay 4 Years in Advance	10.0% Prepay 5 Years in Advance
Prepayment Due* <i>plus applicable tax</i>	\$4,147.72	\$8,192.82	\$12,083.98	\$15,821.20	\$19,242.00
Prepayment Discount Savings **	\$128.28	\$359.18	\$744.02	\$1,282.80	\$2,138.00

This agreement is established on a fixed fee basis, including all expenses. The total cost for all work associated with the services hereunder, with same amount shown above invoiced and due 30 days from date of invoice for each year of the term. This fixed fee is based on the equipment identified in the Equipment Covered Services Schedule.

The agreement allows for a four (4) percent escalation each year, however, the fee for this five-year agreement shall remain flat, and may only increase or decrease should the equipment inventory change, and the revised fee shall be reflected in the total fees due on the next invoice.





TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Pricing and Acceptance

Scott Ihle
 Director of Facilities
 East Stroudsburg Area School Distr
 50 Vine Street
 PO Box 298
 EAST STROUDSBURG, PA 18301 U.S.A.

Site Address:
 Lehman Intermediate and High School North
 257 Timberwolf Drive
 DINGMANS FERRY, PA 18328
 United States

Trane Service Agreement

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Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Due Date	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Annual Payment <i>plus applicable tax</i>	\$14,344.00	\$14,344.00	\$14,344.00	\$14,344.00	\$14,344.00
Quarterly Payment <i>plus tax</i> <i>Reflects 2.5% finance charge</i>	\$3,675.65	\$3,675.65	\$3,675.65	\$3,675.65	\$3,675.65
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% Prepay One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance	7.5% Prepay 4 Years in Advance	10.0% Prepay 5 Years in Advance
Prepayment Due* <i>plus applicable tax</i>	\$13,913.68	\$27,483.10	\$40,536.14	\$53,072.80	\$64,548.00
Prepayment Discount Savings **	\$430.32	\$1,204.90	\$2,495.86	\$4,303.20	\$7,172.00

This agreement is established on a fixed fee basis, including all expenses. The total cost for all work associated with the services hereunder, with same amount shown above invoiced and due 30 days from date of invoice for each year of the term. This fixed fee is based on the equipment identified in the Equipment Covered Services Schedule.

The agreement allows for a four (4) percent escalation each year, however, the fee for this five-year agreement shall remain flat, and may only increase or decrease should the equipment inventory change, and the revised fee shall be reflected in the total fees due on the next invoice.

Trane will hold this fixed yearly fee contingent upon the agreement remaining in place for the full five-year term. If ESASD terminates the agreement for convenience before the end of the full term for any other reason except breach, the penalty shall be the 4% year over year escalation allowable by the agreement.





A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be **430.32 USD** if this option is selected. Tax will be calculated based upon the pre-discounted price. The discount for advance payment is not applicable to credit card transactions. Please check the box for this option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer plus penalties and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components.

Term

The Initial Term of this Service Agreement is 5 years, beginning **July 01, 2016** and expiring **June 30, 2021**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on June 30, 2021, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (570) 821-4910 or by direct mail addressed to: 1185 North Washington Street WILKES BARRE, PA 18705.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.





TRANE SCHEDULED SERVICE AGREEMENT

Pricing and Acceptance

Scott Ihle
 Director of Facilities
 East Stroudsburg Area School Distr
 50 Vine Street
 PO Box 298
 EAST STROUDSBURG, PA 18301 U.S.A.

Site Address:
 JM Hill Elementary
 151 East Broad Street
 EAST STROUDSBURG, PA 18301
 United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Due Date	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Annual Payment <i>plus applicable tax</i>	\$2,067.00	\$6,179.00	\$6,179.00	\$6,179.00	\$6,179.00
Quarterly Payment <i>plus tax</i> <i>Reflects 2.5% finance charge</i>	\$529.67	\$1,583.37	\$1,583.37	\$1,583.37	\$1,583.37
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% Prepay One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance	7.5% Prepay 4 Years in Advance	10.0% Prepay 5 Years in Advance
Prepayment Due* <i>plus applicable tax</i>	\$2,004.99	\$7,899.67	\$13,588.35	\$19,058.70	\$24,104.70
Prepayment Discount Savings**	\$62.01	\$346.33	\$836.65	\$1,545.30	\$2,678.30

This agreement is established on a fixed fee basis, including all expenses. The total cost for all work associated with the services hereunder, with same amount shown above invoiced and due 30 days from date of invoice for each year of the term. This fixed fee is based on the equipment identified in the Equipment Covered Services Schedule.

The agreement allows for a four (4) percent escalation each year, however, the fee for this five-year agreement shall remain flat, and may only increase or decrease should the equipment inventory change, and the revised fee shall be reflected in the total fees due on the next invoice.

Trane will hold this fixed yearly fee contingent upon the agreement remaining in place for the full five-year term. If ESASD terminates the agreement for convenience before the end of the full term for any other reason except breach, the penalty shall be the 4% year over year escalation allowable by the agreement.



TRANE SERVICE AGREEMENT FOR BAS AND HVAC EQUIPMENT

Pricing and Acceptance

Scott Ihle
 Director of Facilities
 East Stroudsburg Area School Distr
 50 Vine Street
 PO Box 298
 EAST STROUDSBURG, PA 18301 U.S.A.

Site Address:
 Resica Elementary
 1 Gravel Ridge Road
 EAST STROUDSBURG, PA 18301
 United States

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Due Date	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Annual Payment <i>plus applicable tax</i>	\$5,335.00	\$5,335.00	\$5,335.00	\$5,335.00	\$5,335.00
Quarterly Payment <i>plus tax</i> <i>Reflects 2.5% finance charge</i>	\$1,367.10	\$1,367.10	\$1,367.10	\$1,367.10	\$1,367.10
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	3% Prepay One Year In Advance	4.2% Prepay 2 Years in Advance	5.8% Prepay 3 Years in Advance	7.5% Prepay 4 Years in Advance	10.0% Prepay 5 Years in Advance
Prepayment Due* <i>plus applicable tax</i>	\$5,174.95	\$10,221.86	\$15,076.71	\$19,739.50	\$24,007.50
Prepayment Discount Savings **	\$160.05	\$448.14	\$928.29	\$1,600.50	\$2,667.50

This agreement is established on a fixed fee basis, including all expenses. The total cost for all work associated with the services hereunder, with same amount shown above invoiced and due 30 days from date of invoice for each year of the term. This fixed fee is based on the equipment identified in the Equipment Covered Services Schedule.

The agreement allows for a four (4) percent escalation each year, however, the fee for this five-year agreement shall remain flat, and may only increase or decrease should the equipment inventory change, and the revised fee shall be reflected in the total fees due on the next invoice.

Trane will hold this fixed yearly fee contingent upon the agreement remaining in place for the full five-year term. If ESASD terminates the agreement for convenience before the end of the full term for any other reason except breach, the penalty shall be the 4% year over year escalation allowable by the agreement.



SERVICE AGREEMENT BETWEEN
YOUTH ADVOCATE PROGRAMS, INC.
AND
EAST STROUDSBURG AREA SCHOOL DISTRICT
FOR SERVICES RELATED TO THE SCHOOL BASED BEHAVIORAL HEALTH
SERVICES

AGREEMENT

This Agreement (hereinafter "Agreement") between Youth Advocate Programs, Inc. (hereinafter "YAP"), of 2007 North Third Street, Harrisburg, PA 17102, and the East Stroudsburg Area School district (hereinafter "the School District"), of 50 Vine Street, East Stroudsburg, PA 18301, is effective as of September 1, 2016 and ends June 30, 2017.

IN CONSIDERATION of the following mutual promises, and intending to be legally bound hereby, the parties agree as follows:

1.0 YAP's Responsibilities

YAP will provide services as agreed to by both parties for a program at the School District related to the School Based Behavioral Health Grant and the Family Advocacy for Mental Health and Education Program.. Specifically, YAP will provide individuals to the school district as described in Attachment "A" - Description of Services, attached hereto and incorporated herein. The parties agree that the individuals described in Attachment "A" will complete all necessary paperwork related to ACCESS to enable the school district to accurately bill for services to obtain grant funds. Further responsibilities of YAP and employees of YAP will be as the parties agree based upon needs under the SBBH grant and FAME program.

2.0 School District's Responsibilities

YAP shall bill, on a monthly basis, the School District, and the School District shall pay, \$17,242.40 for each month in which services are performed as stated in Paragraph 1.0 and Attachment A. Payments shall be made payable to Youth Advocate Programs, Inc., at P.O. Box 950, Harrisburg, PA 17108. The total payments under this Agreement to the School District for the current term shall not exceed \$172,424.

3.0 General Terms and Conditions

3.01 Insurance. YAP will maintain all necessary and appropriate liability insurance which is ordinarily maintained in the course of business in which YAP participates. Proof of coverage will be provided to the School District upon request.

3.02 Independent Contractor Status of YAP. In fulfilling its obligations under this Agreement, YAP shall be an independent contractor for all purposes and not an

employee or agent of the School District. YAP hereby certifies that it is a private, independent corporation that will exercise the discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. YAP shall use its own judgment in determining the method, means and manner of performing this Agreement and shall be responsible for the proper performance of this Agreement in accordance with all applicable federal, state and municipal laws, regulations and orders. By this Agreement, YAP intends to be an independent contractor in relationship to the School District. Consequently, neither YAP nor any employee, volunteer, contractor or agent of YAP will be considered an employee, volunteer, contractor or agent of the School District at any time, under any circumstances, or for any purpose. Neither the School District nor YAP is the agent of the other, and nor shall have the right to bind the other by contract, or otherwise, except as specifically set forth in this Agreement.

3.03 Indemnity. YAP shall indemnify, hold harmless and defend the School District, its board members, officials, employees, volunteers, agents and attorneys from any and all claims, complaints, demands, costs, suits, actions, penalties, withheld subsidy, and costs (including, by way of example and not limitation, attorneys fees and litigation costs and expenses) with respect to or arising out of YAP's operations, any activity under the control or sponsorship of YAP and/or any action or inaction by YAP, its officials, employees, agents, contractors or volunteers in connection to any of its obligations under this Agreement or any of the students or relatives of students being served by YAP and/or arising out of the School District's enforcement of any term and condition of this Agreement, including costs and attorneys fees incurred by the School District in enforcing this indemnity, hold harmless and defense provision. It is intended that this indemnity, defense and hold harmless provision is to be given its broadest possible meaning and that the School District's board members, officials, employees, volunteers, agents, insurers and employees are expressly considered to be third party beneficiaries with respect to this provision. YAP shall be granted a credit for any amounts paid to or on behalf of the School District, its board members, officials, employees, volunteers, agents or attorneys by any insurer of YAP.

3.04 Termination and Renewal. This Agreement may be terminated as follows:

- (A) At any time by mutual agreement of the School District and YAP;
- (B) By the School District or YAP if the other party breaches this Agreement or otherwise fails to perform the contractual obligations;
- (C) By either party upon thirty days written notice to the other party, for any legitimate reason; or

(D) By the School District in the event:

(la) that YAP ceases to do business, or

(lb) YAP seeks protection of any nature from creditors;

This agreement will not automatically renew at the termination date. The agreement may be renewed on an annual basis upon mutual written agreement of both parties.

- 3.05 Remedies, Waiver of Rights. All remedies of the parties hereto shall be cumulative. No party hereto shall be deemed to have waived any of its rights, powers, or remedies hereunder unless such waiver is in writing and signed by the parties hereto.
- 3.06 Severability. All agreements and covenants herein contained are severable. In the event that any provision of this Agreement should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Any court (or arbitrator) construing this Agreement is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render same enforceable.
- 3.07 No Assignment. This agreement may not be assigned or delegated in any way to any third party, and no rights or duties may be assigned or delegated to any third party, without the written consent of both parties.
- 3.08 Force Majeure. The Parties shall not be liable for any failure to perform under this Agreement if such failure is due to causes beyond their reasonable control, including, but not limited to, acts of God or the public enemy, fire, floods, labor disputes, or the judgment or order of any court or government agency.
- 3.09 Counterparts. In the event that two or more counterparts of this Agreement are executed all such counterparts shall collectively constitute the same instrument.
- 3.10 Notices. All notices, requests and approvals required by this Agreement shall be: (A) given in writing; (B) addressed to the parties as indicated in this Agreement unless either party notifies the other of a change of address; and (C) deemed to have been given upon delivery thereof. Any notice sent by mail shall be sent postage prepaid and by registered or certified mail, with return receipt requested.
- 3.11 Benefit. Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon all parties as specifically and expressly identified herein. No other person, party, or organization shall be intended to be a third party beneficiary of this Agreement.

- 3.12 Waiver. One or more waivers of any representation, covenant, term or condition contained herein shall not be construed as a waiver of a subsequent breach of the same representation, covenant, term or condition. The consent or approval by any party to or any act by any other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent or approval of any subsequent similar act.
- 3.13 Governing Law and Venue. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of law rules. Venue for any legal proceedings under this Agreement shall be in Monroe County, Pennsylvania.
- 3.14 Survival. All indemnity, hold harmless and defense provisions of this Agreement shall survive termination of the Agreement.
- 3.15 Resources. The school district will be responsible for providing YAP staff with a room in each school building that adheres to confidentiality requirements as per HIPAA. The district will also provide YAP staff with a computer, desk, phone and secure file cabinets.

IN WITNESS WHEREOF, the parties hereto, with the intention of being legally bound hereby, have caused this Agreement to be signed and sealed the day and year set forth below.

For the School District:

East Stroudsburg Area School District

Print Name and Title

Date _____

For YAP.

Youth Advocate Program, Inc.

Print Name and Title

Date _____

ATTACHMENT A DESCRIPTION OF SERVICES

Program Coordinator: This Licensed Social Worker will train and supervise the LSW and oversee the Tier III interventions. The PC will help coordinate and staff the services being offered in the school, offer current materials on social skills interventions to be utilized in the groups and individually. The PC will guide the LSW in gathering data for pre/post interventions. The PC will provide Professional Development Mental Health trainings to school staff. The PC will act as a consultant and, or liaison between YAP and the ESASD as it pertains to the grant requirements.

Therapist: This Licensed Social Worker will coordinate all behavioral health services being offered in the school for Tier III interventions, The LSW will provide individual and group therapy, provide intakes, implement truancy assessments as well as other MI-I assessments as they arise. Gather data for pre/post interventions. Partner with parents as per Family check-up Component, participate and link children and their families to community links as per community Links component, aide the district in transitioning students back to the district from Alternative Education Placements and provide professional development to all school staff as needed.

School Based Behavioral Health Services Budget Items

East Stroudsburg Area School District – 2016/2017

Wages:

Program Coordinator/Licensed Therapist	47,472
Licensed Therapist (2)	79,980
Training/Supervision	<u>1,677</u>
	129,129
Benefits (FICA, Unemployment, Worker's comp., etc.)	16,863
Gas Stipend	3,440
Training/Materials	500
Administrative Overhead (15%)	22,492
Total	172,424

Trip ID 6676

Booked By

Booked By healey, michael

Email Michael-Healey@esasd.net

Phone 2224

Pager
Cellular

Booking Details

Trip Name International Day of Peace Conference United

Status Approved

Trip State inactive

Created Date 5/20/2016 4:38:00 AM

Location ES High School-South

Organization High School South

Trip Destination United Nations Headquarters

Trip Type Round Trip

Trip Package

Trip Departure Date Time 9/16/2016 5:45:00 AM

Trip Return Date Time 9/16/2016 4:00:00 PM

Driver Departure Time

Driver Return Time

Participant Drop Off Time

Participant Pick Up Time

Destination Arrival Date Time

Destination Departure Date Time

Driver Start Location

Driver End Location

Participant Drop Off Location

Participant Pick Up Location

Estimated Round Trip Mileage 0

Trip Contact

Name healey, michael

Email Michael-Healey@esasd.net

Phone 20224

Pager
Cellular 610-417-4635

Attendees

Faculty Michael Healey

Supervising Adults Michele Vella

Number of students 25

Number of adults 5

Totals Attendees 30

Cost per student \$10.00

Cost per adult \$0.00

Categorization

Budget Code

Budget Code Description

Recommended Min Age 0

Recommended Max Age 0

Educational Objective Global Conference on Peace Education held annually at the United Nations Headquarters featuring Goodwill Ambassadors of Peace, UN Delegates, change makers, Nobel Prize Winners.

Notes

**Special Needs and/or
Trip Requirements**

Driving Directions

Required Services

Transportation Type School Bus

164

**East Stroudsburg Area School District
2016-2017 School Calendar**

Approved: February 22, 2016
June 20, 2016

July

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

4: Independence Day Holiday* (District Closed)

August

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

16: School bus driver orientation
17: New teacher induction
18: New teacher induction
23: K-12 teacher in-service (First teacher day)
24: K-12 teacher in-service
25: K-12 Staff development (Act 80 day)
29: First student day

September

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

2: Labor Day Holiday (Offices closed)
5: Labor Day Holiday (District closed)

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

10: K-8 Staff development (Act 80 day)
10: 9-12 Parent/teacher conferences (Act 80 day)

November

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

8: K-12 Staff development (Act 80 day)
14: K-8 Parent/teacher conferences (Act 80 day)
14: 9-12 Staff development (Act 80 day)
15: K-8 Parent/teacher conferences (Act 80 day)
15: 9-12 Staff development (Act 80 day)
15: School bus driver in-service
24: Thanksgiving Holiday (District closed)
25: "Friday After Thanksgiving" Holiday (District closed)
28: "Monday After Thanksgiving" Holiday (District closed)

December

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

23: "Last Regular Workday Before Christmas" Holiday (District closed)
26: Christmas Holiday* (District closed)
27: Winter Recess (Offices closed)
28: Winter Recess (Offices closed)
29: Winter Recess (Offices closed)
30: New Year's Eve Holiday* (District closed)

January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16 [▲]	17	18	19	20 [#]	21
22	23	24	25	26	27	28
29	30	31				

2: New Year's Holiday* (District closed)
16: Martin Luther King Jr. Day (District closed) [▲]
20: 9-12 Curriculum planning (Act 80 day) [#]
20: K-8 Staff development (Act 80 day) [#]

February

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20 [▲]	21	22	23	24	25
26	27	28				

20: Presidents' Day Holiday (District closed) [▲]

March

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

6: K-12 Parent/teacher conferences (Act 80 day)
6: School bus driver in-service

April

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

13: Spring Recess (Offices Closed)
14: Good Friday (District closed)
17: Spring Recess (Offices Closed)

May

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31 [▲]			

29: Memorial Day Holiday (District closed)
30: K-12 Early Dismissal (Last student day)
31: K-12 Teacher in-service

June

S	M	T	W	T	F	S
				1 [▲]	2 [▲]	3
4	5 [▲]	6 [▲]	7 [▲]	8 [▲]	9 [▲]	10
11	12 [▲]	13 [▲]	14 [▲]	15 [▲]	16 [▲]	17
18	19 [▲]	20 [▲]	21 [▲]	22 [▲]	23 [▲]	24
25	26 [▲]	27 [▲]	28 [▲]	29 [▲]	30 [▲]	

1: K-12 Teacher in-service (Last teacher day)

Legend

	Late start		Early dismissal(s)		Non-school day/Act 80		First student day		Last student day
	Inclement weather closing		Contract Holiday		First teacher day		Last teacher day		
	Emergency closing		Regular school day		Original first student day		Original last student day		

* - These holidays in accordance with 5 U.S.C. 6103. All holidays designated in accordance with 24 PS 15-1502.

▲ - These days may become regular school days by official Board action during any month preceding their occurrence.

- These days may be rescheduled at the discretion of the administration.