

EAST STROUDSBURG AREA SCHOOL DISTRICT  
BOARD OF EDUCATION  
REGULAR MEETING  
August 15, 2016

Carl T. Secor Administration Center – Board Room  
7:00 P.M.

ADDENDUM A

XI. PERSONNEL ITEMS

A. Support Staff

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

**RECOMMENDATION:** Motion to approve the resignations and appointments to the support staff designated, in accordance with the approved applicable policies, procedures [*subject to proper completion of all necessary documents and obtaining all necessary positive clearances*] and contractual agreement.

1. Resignations

Name	Position Held
c. Anderson, Diane	Bus Driver - Transportation Effective Date: August 26, 2016
d. McKellick, Debora	Security Officer - High School South Effective Date: August 15, 2016

(See pages 9-10)

5. Appointment - Regular

Name	Position
e. LaBar, Jacqueline	Paraprofessional (Reading) - Middle Smithfield Elementary Hourly Rate: \$16.22 Hourly Rate: \$16.72 after satisfactory completion of the probationary period. Effective: August 23, 2016 Jacqueline replaces Laura Munch who accepted a teaching position.

**22. Appointment - Temporary**

<b>Name</b>	<b>Position</b>
a. Clarke, Lisa	Temporary Paraprofessional (Reading) - Middle Smithfield Elementary Hourly Rate: \$16.22 Hourly Rate: \$16.72 after satisfactory completion of the probationary period. Effective: August 23, 2016 through the last teacher workday of the 2016-2017 school year only. Lisa replaces Diane Gagnon who accepted a teaching position. This position is funded 50% Title I and 50% District.

**F. Support Staff - Uncompensated Leave of Absence**

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

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**RECOMMENDATION:** Motion to approve the Uncompensated Leave of Absence for the support staff designated, in accordance with the approved applicable policies, procedures and contractual agreement.

**1. Uncompensated Leave of Absence – School Board Policy #539**

<b>Name</b>	<b>Position Held</b>
a. Athey, Jerry	Cafeteria Aide – East Stroudsburg Elementary Effective Date: August 29, 2016 Through: September 30, 2016

**B. Professional Staff**

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

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**RECOMMENDATION:** Motion to approve the appointments of the professional staff designated, in accordance with the approved applicable policies, procedures [*subject to proper completion of all necessary documents and obtaining all necessary positive clearances*] and contractual agreement.

**2. Appointment - Long Term Substitutes**

<b>Name</b>	<b>Appointment</b>
f. Schaller, Derek	Biology teacher – High School South (LTS) Salary: \$43,037.00, prorated (Step 1 Column 2) Effective Date: August 23, 2016 through the end of the first semester of the 2016-2017 school year only. Derek replaces Loni Hepner who is on a leave.

(See page 11)

3. **Appointments - Regular**

<b>Name</b>	<b>Appointment</b>
e. Dalton, Sarabeth	Special Education teacher (Learning Support) - High School North (TPE) Salary: \$43,630.00 (Step 3 Column 1) Effective Date: August 23, 2016 Sarabeth replaces Cori Gallagher who replaced Paul Ferraro who resigned.
f. Standiford, Rosemarie	Special Education teacher (Supplemental Learning Support) - High School South (TPE) Salary: \$47,339.00 (Step 3 Column 8) Effective Date: August 23, 2016 Rosemarie replaces Christine Preston who resigned.

(See pages 12-13)

4. **Building Substitute Teacher Appointments**

<b>Name</b>	<b>Building</b>
5. Brundage, Elizabeth	Bushkill Elementary Effective: September 1, 2016 through the last student day of the 2016-2017 school year only.
6. Miller, Lorin	Resica Elementary Effective: September 1, 2016 through the last student day of the 2016-2017 school year only.
7. Prokop, Taryn	Middle Smithfield Elementary Effective: September 1, 2016 through the last student day of the 2016-2017 school year only.
8. Sliker, Kimberly	East Stroudsburg Elementary Effective: September 1, 2016 through the last student day of the 2016-2017 school year only.

9. **Leaves of Absence – In Accordance with Board Policy #435**

- |                    |   |
|--------------------|---|
| a. Corson, Deborah | School Nurse - J. M. Hill Elementary<br>Effective Date: August 23, 2016<br>Length of Leave through: end of the 2016-2017 school year.<br>This is an intermittent leave. |
| b. Rider, Cara     | Grade 2 teacher - East Stroudsburg Elementary<br>Effective Date: August 29, 2016<br>Length of Leave through: October 7, 2016  |

(Requests received)

10. Reassignment - Voluntary

**Name**

**Appointment**

a. Allison, Diana

From: Grade 7/8 English teacher – J. T. Lambert Intermediate  
 To: Instructional Technology Coach – Secondary  
 Effective Date: August 23, 2016  
 Diana replaces Brooke Langan who resigned.

**G. Professional Staff – Dean of Students (Christine Chester)**

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

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**RECOMMENDATION:** Motion to approve Christine Chester, Math teacher assigned to the High School North, as Dean of Students under the direction of Mr. Stephen Zall, Principal of the High School North. This temporary assignment will be effective August 23, 2016 through the end of the 2016-2017 school year only. Ms. Chester will return to her Math teaching assignment for the 2017-2018 school year. There will be no additional salary compensation during this temporary assignment.

**H. Professional Staff – Dean of Students (Walter Pawlowski)**

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

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**RECOMMENDATION:** Motion to approve Walter Pawlowski, Math teacher assigned to the High School South, as Dean of Students under the direction of Mr. Michael Catrillo, Principal of the High School South. This temporary assignment will be effective August 23, 2016 through the end of the 2016-2017 school year only. Mr. Pawlowski will return to his Math teaching assignment for the 2017-2018 school year. There will be no additional salary compensation during this temporary assignment.

**I. Professional Staff – Dean of Students (Jeremy Judd)**

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

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**RECOMMENDATION:** Motion to approve Jeremy Judd, Music teacher assigned to East Stroudsburg Elementary as Dean of Students under the direction of Mrs. Irene Livingston, Principal of East Stroudsburg Elementary School. This temporary blended assignment will be effective August 23, 2016 through the end of the 2016-2017 school year only. Mr. Judd will be assigned to teach Music classes in addition to his Dean of Students duties. Mr. Judd will return to his Music teaching assignment for the 2017-2018 school year. There will be no additional salary compensation during this temporary blended assignment.

**J. Professional Development – Pilot Math Instructional Resource**

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

\_\_\_\_\_

**RECOMMENDATION:** Motion to approve the appointments for the purpose of Professional Development to support the implementation of a pilot mathematics instructional resource for the 2016-2017 school year. These positions are fully funded by the Title I Grant.

**1. Appointments for the Summer of the 2015-2016 School**

	Last Name	First Name	Position	Rate
a.	Leonard	Jacilyn	Grade K – Math Committee	\$28.56 per hour (not to exceed 15 total hours)
b.	Rogers	Maria	Grade K – Math Committee	\$28.56 per hour (not to exceed 15 total hours)

c.	Sands	Deborah	Grade 1- Math Committee	\$28.56 per hour (not to exceed 15 total hours)
d.	Gress	Heather	Grade 1- Math Committee	\$28.56 per hour (not to exceed 15 total hours)
e.	Zaso	Anita	Grade 1 – Math Committee	\$28.56 per hour (not to exceed 15 total hours)
f.	Nichols	Monica	Grade 2 – Math Committee	\$28.56 per hour (not to exceed 15 total hours)
g.	Jamie	Ryno	Grade 2 - Math Committee	\$28.56 per hour (not to exceed 15 total hours)
h.	Clark	Stephanie	Grade 3 - Math Committee	\$28.56 per hour (not to exceed 15 total hours)
i.	English	Elizabeth	Grade 3 - Math Committee	\$28.56 per hour (not to exceed 15 total hours)
j.	Stokes	Evan	Grade 2 - Math Committee	\$28.56 per hour (not to exceed 15 total hours)
k.	Lopez	Kaitln	Grade 4 - Math Committee	\$28.56 per hour (not to exceed 15 total hours)
l.	Perini	Brenda	Grade 4 - Math Committee	\$28.56 per hour (not to exceed 15 total hours)
m.	Rescigno	Barbara	Grade 4 - Math Committee	\$28.56 per hour (not to exceed 15 total hours)
n.	Trauschke	Billie	Grade 5 - Math Committee	\$28.56 per hour (not to exceed 15 total hours)
o.	Hnasko	Scott	Grade 5 - Math Committee	\$28.56 per hour (not to exceed 15 total hours)
p.	Gambill	Geofrey	Grade 5 - Math Committee	\$28.56 per hour (not to exceed 15 total hours)
q.	Hamilton	Gail	Grades 4 and 5 Special Education – Math Committee	\$28.56 per hour (not to exceed 15 total hours)
r.	Espinoza	Marilyn	District Math Coach	\$28.56 per hour (not to exceed 15 total hours)

**K. 2016 Quick Start to Kindergarten Program**

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

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**RECOMMENDATION:** Motion to approve the appointments for the purpose of providing substitute services for the Summer 2016 Quick Start to Kindergarten Program. These positions are fully funded through the Keystones to Opportunity Grant.

	Last Name	First Name	Position	Effective	Rate
a.	Billips	Mayla	QS Paraprofessional Substitute	8/9/16	\$19.43 per hour (not to exceed 5 hours)
b.	Winkler	Mary	QS Teacher Substitute	8/9/16	\$28.56 per hour (not to exceed 6 hours)

**L. Extra Responsibility Positions**

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

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**RECOMMENDATION:** Motion to approve the appointments in accordance with the terms of the District’s existing collective bargaining agreements as amended and supplemented.

**1. Appointments for the 2016-2017 School Year (compensations reflect 2015-16 Schedule B Pay Rates)**

	Last Name	First Name	Position	Building	Rate
a.	Agosto	Caroline	Mentor for Tamara Cykosky	District	\$612.06
b.	Burch	Tara	Cheerleading Varsity Assistant Coach (fall)	High School North	\$1,259.82
c.	Burch	Tara	Cheerleading Varsity Assistant Coach (winter)	High School North	\$1,259.82
d.	McGrath	Francine	Detention Supervisor	High School North	\$28.56/hour
e.	Starkes	Steven	Intramural Boys' Soccer Advisor	High School North	\$23.46/hour (24 hour maximum)

	Last Name	First Name	Position	Building	Rate
f.	Stevens	Miriam	Intramural Homework Advisor (Monday) (all year)	High School North	\$23.46/hour (48 hour maximum)
g.	Miller	Lynda	Intramural Homework Advisor (Tuesday) (all year)	High School North	\$23.46/hour (48 hour maximum)
h.	Dolph	Tyler	Intramural Swim Advisor	High School North	\$23.46/hour (24 hour maximum)
i.	Edwards	Sean	Intramural Technology Crew Advisor	High School North	\$23.46/hour (48 hour maximum)
j.	Lowris	Joel	Rifle Team Head Coach	High School North	\$3,110.28
k.	Fehrle	Richard	Rifle Team Varsity Assistant Coach	High School North	\$2,175.87
l.	Dolph	Tyler	Swim Team Head Coach	High School North	\$4,612.89
m.	Pecha	Kaitlin	Swim Team Varsity Assistant Coach	High School North	\$3,264.32
n.	Avery	George	Volunteer Football Coach	High School North	not applicable
o.	Williams	Michael	Volunteer Girls' Volleyball Advisor	High School North	not applicable
p.	Clogg	Katy	Band Director	High School South	\$6,543.94 (plus \$250.00 longevity stipend)
q.	Munford	Shawn	Boys' Basketball Head Coach	High School South	\$5,842.11
r.	Sedlak	Elizabeth	Cheerleading Varsity Assistant Coach (fall)	High School South	\$1,259.82
s.	Sedlak	Elizabeth	Cheerleading Varsity Assistant Coach (winter)	High School South	\$1,259.82
t.	Clogg	Katy	Director of School Productions (fall)	High School South	\$2,021.84
u.	Clogg	Katy	Director of School Productions (spring)	High School South	\$2,021.84
v.	Wilkinson	Alexis	Girls' Freshman Basketball Coach	High School South	\$3,500.98
w.	Kessel	Brielle	Girls' Tennis Junior Varsity Coach	High School South	\$1,773.95
x.	Bybee	Steven	Intramural Cross Country Co-Advisor	High School South	\$23.46/hour (12 hour maximum)
y.	Krammes	Barry	Intramural Cross Country Co-Advisor	High School South	\$23.46/hour (12 hour maximum)
z.	Weber	Sarah	Intramural Girls' Tennis Advisor	High School South	\$23.46/hour (24 hour maximum)
aa.	Catrillo	Ann	Intramural Reading Olympics Advisor	High School South	\$23.46/hour (48 hour maximum)
bb.	Clogg	Katy	Jazz Band Director	High School South	\$1,492.41 (plus \$250.00 longevity stipend)
cc.	Perkins	Rose	Marching Band Co-Instructor	High School South	\$1,862.70 (prorated)
dd.	Whitney	Matthew	Marching Band Co-Instructor	High School South	\$1,862.70 (prorated)
ee.	Turner	Gillian	Speech & Debate Team Advisor	High School South	\$1,496.49
ff.	VanSolkema	David	Volunteer Boys' Soccer Coach	High School South	not applicable
gg.	Litts	Randall	Wrestling Head Coach	High School South	\$5,842.11
hh.	Gouger	William	Wrestling Varsity Assistant Coach	High School South	\$4,102.84
ii.	Allison	Richard	Boys' Basketball Assistant Coach	J. T. Lambert Intermediate	\$2,069.78
jj.	Timpson	Daniel	Boys' Basketball Head Coach	J. T. Lambert Intermediate	\$2,985.83
kk.	Zerfoss	Jon	Girls' Basketball Assistant Coach	J. T. Lambert Intermediate	\$2,069.78
ll.	Moskovitz	Scott	Girls' Basketball Head Coach	J. T. Lambert Intermediate	\$2,985.83
mm.	McCracken	Sean	Wrestling Assistant Coach	J. T. Lambert Intermediate	\$2,985.83
nn.	Francis	Gail	Boys' Track & Field Head Coach	Lehman Intermediate	\$2,117.73 (plus \$250.00 longevity stipend)

	Last Name	First Name	Position	Building	Rate
oo.	Kusiappouh	Christopher	Football Assistant Coach	Lehman Intermediate	\$1,479.15
pp.	Mayo	Ryan	Football Assistant Coach	Lehman Intermediate	\$1,479.15
qq.	McKeithan	Nelson	Girls' Track & Field Head Coach	Lehman Intermediate	\$2,117.73
rr.	Leone	Pauline	Intramural Homework Advisor (Grade 6)	Lehman Intermediate	\$23.46/hour (100 hour maximum)
ss.	Prendergast	Frances	Intramural Ski Advisor (Grades 7 & 8)	Lehman Intermediate	\$23.46/hour (48 hour maximum)
tt.	Contino	Diane	Intramural Ski Advisor (Grade 6)	Lehman Intermediate	\$23.46/hour (48 hour maximum)
uu.	Capuano	Meredith	Softball Head Coach	Lehman Intermediate	\$2,117.73
vv.	Steakin	Susan	Intramural Homework Substitute Advisor (all groups, all year)	East Stroudsburg Elementary	\$23.46/hour
ww.	Capulish	Mary	Intramural Robotics Advisor	East Stroudsburg Elementary	\$23.46/hour (18 hour maximum)
xx.	Tynemouth	Catherine	Choral Director	J. M. Hill Elementary	\$1,721.93 (plus \$250.00 longevity stipend)
yy.	Hatcher	Kevin	Detention Supervisor	J. M. Hill Elementary	\$28.56/hour
zz.	DeHart	Theresa	Environmental Club Advisor	J. M. Hill Elementary	\$1,090.49
aaa.	Reveron	Evelyn	Intramural Double Dutch Advisor	J. M. Hill Elementary	\$23.46/hour (48 hour maximum)
bbb.	Reveron	Evelyn	Intramural Homework Advisor (1 <sup>st</sup> semester)	J. M. Hill Elementary	\$23.46/hour (48 hour maximum)
ccc.	Reveron	Evelyn	Intramural Homework Advisor (2 <sup>nd</sup> semester)	J. M. Hill Elementary	\$23.46/hour (48 hour maximum)
ddd.	DeHart	Theresa	Kids Club Co-Advisors	J. M. Hill Elementary	\$1,090.49 (prorated)
eee.	Tynemouth	Catherine	Kids Club Co-Advisors	J. M. Hill Elementary	\$1,090.49 (prorated)
fff.	Tobin	Snoann	Detention Supervisor	Middle Smithfield Elementary	\$28.56/hour

**M. School Police**

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

**RECOMMENDATION:** Motion to approve the appointments of the School Police staff designated, in accordance with the approved applicable policies, procedures [*subject to proper completion of all necessary documents and obtaining all necessary positive clearances*] and current School Police Compensation Plan.

**1. Appointments**

- | Name                | Appointment   |
|---------------------|---|
| a. Hughes, Jeremiah | School Police Officer (10 month, 1 <sup>st</sup> shift, 8.5 hour) - District Elementary Schools<br>Hourly Rate: \$16.05<br>Effective Date: August 22, 2016<br>This is a new position. |
| b. Lowe, Joshua     | School Police Officer (10 month, 1 <sup>st</sup> shift, 8.5 hour) - District Elementary Schools<br>Hourly Rate: \$16.05<br>Effective Date: August 22, 2016<br>This is a new position. |

c. Smith, Albert

School Police Officer (10 month, 1<sup>st</sup> shift, 8.5 hour) - District Elementary Schools  
Hourly Rate: \$16.05  
Effective Date: August 22, 2016  
Albert replaces Terre Piccirilli who was reassigned.

**XXIII. PETITION**

**RECOMMENDATION:** Motion to approve that the Solicitor and Superintendent of the District be authorized and directed to prepare and file a Petition with the Local Court of Common Pleas for both Monroe and Pike Counties for the purpose of having Jeremiah Hughes, Joshua Lowe and Albert Smith appointed as school police (attendance) officers for the District.

**XX. FISCAL ITEMS**

**P. Use of Facilities**

1.

**RECOMMENDATION:** Motion to approve the requests for use of facilities as listed for Class 1 school-related activities (no facility or personnel fees will be incurred for as per Policy #707).

**CLASS 1 – SCHOOL-RELATED USE OF FACILITIES – (Sports Feeder Programs/Student Educational Enrichment Programs)**

<b>BUILDING</b>	<b>ORGANIZATION</b>	<b>EVENT</b>	<b>DATE TO/FROM</b>	<b>FACILITY FEES</b>	<b>PERSONNEL FEES</b>
BES	Girls on the Run	Program for girls grades 3-5 to work together to learn about positive strategies to use in everyday live.	9/12/16 – 11/30/16	No	No

(See page 14)

**R. School Operation Services**

**RECOMMENDATION:** Motion to contract with School Operation Services, Inc. to provide a qualified individual or individuals to perform the services of a Curriculum/HR Specialist on an interim/as-needed basis pending the hiring of a full-time Director, Assistant Superintendent or Assistant to the Superintendent at a cost to the District not to exceed \$512 per day, subject to review, revision and approval of the proposed Agreement by the Solicitor, Superintendent and Chief Financial Officer, and further subject to approval and acceptance of the designated individual(s) by the Superintendent and Board President.

(See pages 15-20)



APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization Girls On The Run Today's Date 08/11/16

Non-Profit?  yes  no Will an admission fee be charged?  yes  no Are you requesting a waiver of facilities fees?  yes  no If yes, attach a letter of justification addressed to the Board of Education. This does not include a waiver of fees for scheduled district personnel.

Specific purpose of use: See description below

Name of School Requested Bushkill Elementary School

DAY(S) from — DATE(S) — to from — HOURS — to DESCRIPTION (meeting, practice, game, rehearsal, performance,...) mondays + wednesdays 3:30 - 4:30 GOIR is a program for girls grades 3-5 to work together to learn about positive strategies use in everyday life.

Facility Required:  All-Purpose Room  Auditorium  Cafeteria  Gymnasium  Stadium  Kitchen/Preparation  Kitchen/Serving  Swimming Pool (requires proof of certified lifeguard)  Stage  Fields (specify) recess fields + North Campus track  Classrooms #  Other (specify)

Equipment Required: (\*must be operated/attended by school personnel)  Kitchen Equipment\*  Sound System  Record Player/Stereo Equip.  Piano  Stage Lighting\*  Motion Picture Projector  Overhead Projector/Screen  Folding Stands  Scoreboard\*  Athletic Equipment  Other (specify)

The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services. Your organization must provide a Certificate of Insurance listing the ESASD as co-insured as follows:

\$ \_\_\_\_\_ Bodily Injury Liability (\$500,000 minimum) \$ \_\_\_\_\_ Property Damage Liability (each occurrence) (\$500,000 minimum)

List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used, and who will accept full responsibility for adherence to School District regulations by all persons in attendance.

Name Nicole Werrell Address P.O. Box 512 Shawnee on Del, PA 18356 Phone 908 930 4575

I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants or employees and further will hold harmless and indemnify the said School Directors, School District, and School Authority from any expenses and judgments or decrees recovered against them as a result of said use of these facilities.

Signature — Responsible Organization Official Nicole Werrell Phone (day) 908 930 4575 (eve.) \_\_\_\_\_

Billing Address P.O. Box 512 Shawnee On Delaware, PA 18356

APPROVALS: Principal \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Business Administrator \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_ copy to:  stage manager  athletic director  cafeteria manager  head custodian  librarian  a/v coordinator  other Date \_\_\_\_/\_\_\_\_/\_\_\_\_

For office use only: FACILITIES USE INVOICE Facilities/Equipment used: \_\_\_\_\_ Charges: \$ \_\_\_\_\_ Personnel Employed: 14 Charges: \$ \_\_\_\_\_ (attach time sheets) \_\_\_\_\_ Other (specify): \_\_\_\_\_ Charges: \$ \_\_\_\_\_

## AGREEMENT

This agreement made this 15th day of August 2016, by and between the **East Stroudsburg Area School District**, with its principal place of business located at 50 Vine Street, East Stroudsburg, PA 18301 (hereinafter referred to as "Client") and **School Operation Services Group Inc.**, whose principal place of business is maintained at 31 Glenloch Way, Malvern, PA 19355 (hereinafter referred to as "Contractor").

### 1. DESCRIPTION OF SERVICES

Contractor will assign its employee(s) to provide various services at Client's location(s) as indicated in Schedule A of this agreement. Client may increase or reduce the number of Contractor's employees at its discretion and may designate the specific dates and hours when services will be provided by the Contractor's employees.

### 2. TERM

The term of this Agreement shall be from August 15, 2016 through to June 30, 2017. Following June 30, 2017, this Agreement may be renewed annually as of July 1st of each year, under the terms and conditions as set forth in these documents, if both parties agree in writing to such an extension no later than thirty (30) days prior to the expiration of the last contract term. Either party may terminate this Agreement, or an extension thereof, at any time, for any reason with thirty (30) days written notice. Contractor reserves the right, however, to terminate this Agreement immediately in the event of non-payment for services rendered. In the event of any termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

### 3. RATE

The rate billed to Client for services will be as indicated in Schedule A. Additional services that would require hours beyond 40 hours per week will be as requested by the client and billed at 2.0 times the normal billed rate. The client will only be billed for actual days worked by the contractor's employee. Expenses that are a result of requests by Client will be billed as additional expenses, such as mileage, travel, training, etc.

### 4. CONTRACTOR'S RESPONSIBILITIES

#### (a) Generally

Contractor will recruit, interview, select, hire and assign its employee(s) to Client to provide requested services. Contractor shall ensure that all individuals who are selected, hired, and assigned to provide services under this Agreement are adequately trained, experienced, competent and otherwise qualified to provide said services.

As the employer, Contractor will: (i) maintain all necessary personnel and payroll records for its employees; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, (i.e., vacation and holiday pay) directly to its employees; (v) provide for liability and fidelity insurance as specified herein, and (vi) provide workers' compensation insurance coverage in amounts as required by law.

Any issues regarding the performance of Contractor's employees will be addressed by Client and Contractor. At Client's request, Contractor will remove any of its employees assigned to Client immediately and replace the employee within two weeks. The client will not be charged for any days in the interim where services are interrupted. This agreement will in no way affect the right of Contractor,

in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate any of its own employees.

**(b) Compliance**

In connection with the performance of this Agreement, Contractor will comply with all applicable laws, regulations and orders, including, but not limited to, equal opportunity employment laws and regulations, the Fair Labor Standards Act, the Immigration Reform and Control Act, and criminal history record check laws.

Specifically, Contractor warrants that all individuals who provide services under this Agreement shall be properly screened and vetted pursuant to Pennsylvania law as follows:

- (1) Contractor shall ensure that any and all employees furnished by Contractor, or contractors enlisted by Contractor, including employees of said contractors, and any other individuals providing any services under this Agreement, who may in any manner come in contact with the students of Client, shall have appropriate criminal background clearances as provided for in Section 1-111 of the Pennsylvania School Code and Sections 6354-6358 of the Pennsylvania Public Welfare Code (Acts 134, 151, and 114). Contractor agrees to bear any and all costs associated with acquiring the required background clearances.
- (2) Contractor shall make copies of the clearances available to Client prior to the commencement of any services provided by Contractor and/or said individuals' presence on Client's premises.
- (3) Contractor shall notify Client immediately upon becoming aware that any of its employees, contractors or contractor's employees, who previously were certified as completing the background clearances, and as meeting the statutory standards, are subsequently arrested or convicted of any disqualifying offense under State or federal law. Failure by Contractor to notify Client of such an arrest or conviction within seventy-two (72) hours of Contractor's knowledge of such arrest or conviction shall constitute grounds for immediate termination of this Agreement by Client.
- (4) Contractor shall assure that each of its employees or contractors who provide any services pursuant this Agreement shall comply with all applicable Client policies and all applicable local, state and federal laws and regulations.
- (5) Contractor agrees that neither it nor any of its employees, agents or officers will at any time, either during or subsequent to the term of this Agreement, disclose to any third party any information that Client has designated and clearly marked as confidential information, including any student information, personal health information or other information accessed or obtained by virtue of entering into this Agreement and providing services herein, except where expressly required by law or where such disclosure is expressly approved by Client in writing.
- (6) Contractor agrees that the failure by Contractor to perform or enforce any of the duties described in this paragraph (b) inclusive shall constitute a material breach of the contract entitling Client to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

**(c) Contractor's Employees**

All of Contractor's employees assigned to Client by Contractor under this Agreement shall at all times and for all purposes be deemed independent contractor's as it pertains to Client, and employees of Contractor. Contractor's employees assigned to Client by Contractor under this Agreement shall not be eligible to receive, nor shall they receive, any compensation or benefits from Client nor shall they derive any employment related rights or entitlements as related to Client.

Contractor shall be solely responsible for the hiring, compensation, management and evaluation of its employees, agents or contractors who shall provide services pursuant to this Agreement. Contractor shall be solely responsible to pay for any compensation and/or benefits provided to its employees, as applicable, and to provide for workers' compensation insurance coverage in amounts as required by law as to such employees.

Contractor shall be solely responsible for paying any federal, state, and/or local withholding taxes and any and all other payments and payroll related taxes resulting from services rendered under this Agreement by said employees. Contractor expressly shall hold Client harmless against the payment of any compensation or benefits and all taxes, contributions, or premiums which may be payable under federal, state, or local laws related to said employees arising out of the performance hereunder.

**5. PAYMENT FOR SERVICES**

Contractor will invoice Client every fourth week at the address set forth herein. Payment will be due upon Client's receipt of the Contractor invoice. In the event of termination of this Agreement, Client will pay Contractor promptly for services performed up to the time of termination. Contractor time card reports will be provided upon request.

**6. HIRING OF CONTRACTOR'S EMPLOYEES**

Client may not hire Contractor's employees unless the employee has worked under this agreement for a minimum of 240 hours.

**7. INSURANCE**

Contractor will provide a certificate of liability insurance which names the Client as an additional insured. The amount of insurance will be \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000 on account of one accident, and property damage insurance in an amount of \$100,000. Contractor neither owns or operates any vehicles and therefore, has no automobile insurance. Should Contractor's employees be asked to drive a Client vehicle, he/she shall be covered under Client's automobile insurance. Contractor and its employees, directors, officers and agents will be named as Additional Insured on Client's Automobile Insurance Policy as required below. Contractor will, at its own expense, provide and keep in full force and effect during the term of this Agreement Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed.

In the event that an employee of the Contractor is required to drive a vehicle owned by the Client, Client will provide proof of automobile insurance for any vehicle that Contractor's employee will drive or may drive. Client Automobile Insurance Requirements:

- (a) \$5,000,000 Automobile Liability applicable to "Any Auto as per Standard ISO Commercial Automobile Symbol 1".
- (b) \$1,000,000 Uninsured Motorists and \$1,000,000 Underinsured Motorists Liability. Client's Automobile policy coverages will apply as Primary and Non-Contributory coverage before any other insurance available to Contractor.
- (c) Client's Automobile Liability insurance described above must be provided by insurance carriers currently rated A- or better by A.M. Best and must be licensed to transact in Pennsylvania. Standard Accord certificates evidencing all of the above must be provided prior to Contractor's employee(s) operating any vehicle for Client.

Notwithstanding the above, the parties acknowledge that with regard to automobile insurance, it is the intent of the parties that Contractor's employees shall be required to use their own personal vehicles for any job-related travel (which shall not include travel between work and home) and that mileage for the same shall be billed by Contractor to Client and paid by Client at the IRS approved rate as an additional expense pursuant to Section 3 hereof. Accordingly, and in such event, no automobile insurance coverage shall be provided by Client to Contractor or Contractor's employees.

**8. INDEMNIFICATION BY CONTRACTOR**

Contractor will indemnify, defend and hold harmless Client and its directors, officers, employees and agents, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Client to the extent arising out of any of the following:

17

- (a) Contractor's failure to comply with its obligations under any applicable laws, regulations or orders;
- (b) Contractor's breach of any obligation contained in this Agreement;
- (c) any negligent act or omission or intentional misconduct of Contractor, its officers, employees or agents; or
- (d) Any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against Client by any Contractor employees or, in the event of death, by their personal representatives.

**9. INDEMNIFICATION BY CLIENT**

To the extent permitted by law, Client will indemnify, defend and hold harmless Contractor and its directors, officers, employees and agents from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Contractor (excluding job-related bodily injury or death of Contractor's employees on assignment to Client) arising out of any of the following:

- (a) Client's failure to comply with its obligations under applicable laws, regulations or orders;
- (b) Client's breach of any obligation contained in this Agreement; or
- (c) Any negligent act or omission or intentional misconduct of Client, its officers, employees or agents.

Client shall not be responsible or liable for any Damages to the extent they are based on the negligence or intentional acts of Contractor or the failure of Contractor or Contractor's employees to fulfill their obligations under this Agreement.

**10. NOTIFICATION OF CLAIMS**

In conjunction with the indemnity clauses set forth above, Client and Contractor agree (a) to notify each other in writing of any asserted claim within thirty (30) days of learning of the claim, unless the claim is in the nature of a court filing, in which event the notification shall be given within ten (10) days, and (b) to permit Contractor or Client, as the case may be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused. Neither party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld.

**11. PERMITS AND LICENSES**

Each party will maintain in effect during the term of this Agreement any and all Federal, State and/or local licenses and permits which may be required with respect to the respective business in which each party is engaged.

**12. FORCE MAJEURE**

Contractor will not be responsible for failure or delay in assigning its employees to Client if the failure or delay is due to labor disputes and strikes, fire, riot, war, acts of God or any other causes beyond the control of Contractor.

**13. NOTICES**

Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement. Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date

delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

**14. SECTION HEADINGS**

The Section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

**15. SEVERABILITY; WAIVER**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

**16. ASSIGNMENT**

Neither Contractor nor Client may assign this Agreement without the prior written consent of the other party. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.

**17. INDEPENDENT CONTRACTOR**

In its performance of this Agreement, Contractor will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make Contractor an agent, partner or joint venturer of Client.

Client may, during the term of this Agreement, engage other persons, entities or independent contractors to perform the same services that Contractor shall perform hereunder as needed. Likewise, this Agreement does not preclude Contractor from marketing or selling its services to other entities.

**18. AUTHORITY TO CONTRACT**

Client represents and warrants that it has the right, power, and any requisite authorization to enter into this Agreement. The client represents that it has satisfied any applicable procedural requirements necessary for it to be authorized to enter into this Agreement. The Client representative who is signing this Agreement represents that he/she has been delegated authority by the subject school board/district to execute this Agreement for the school board/district.

Contractor represents that it has satisfied any applicable procedural requirements necessary for it to enter into this Agreement and that the contractor representative who is signing this Agreement represents that he/she has been delegated authority by Contractor to execute this Agreement on its behalf.

**19. ENTIRETY**

This Agreement and its Exhibit(s) are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded. This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties. Both parties further represent that the Agreement's terms are clear and unambiguous. To the extent that in the future any term of the Agreement is deemed ambiguous, the parties expressly agree that neither party shall be deemed the drafter of the Agreement such that the ambiguity would be interpreted in favor of the other party.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Pennsylvania. Any suit or action filed to enforce or contest any provision of this Agreement, or the obligations imposed herein shall be brought and prosecuted in a court of competent jurisdiction sitting in the County of Monroe.

**IN WHITNESS WHEREOF**, the parties have caused this Agreement to be signed by their respective duly authorized representatives as of the day and year shown above.

**School Operation Services Group Inc.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**East Stroudsburg Area School District:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE A**

POSITION BILLED RATE START – END DATE

Interim Curriculum / HR Specialist

Not to exceed \$ 512 per day

Approx. 08/18/16 – 6/30/17

20