



**East Stroudsburg Area School District**  
 Carl T. Secor Administration Center  
 50 Vine Street  
 East Stroudsburg, PA 18301  
 Phone: (570) 424-8500 Fax (570) 421-4968  
 www.esasd.net

Dr. William R. Riker, Superintendent

Mr. Ryan K. Moran, Assistant  
 Superintendent for Curriculum and  
 Instruction Grades K-12

Mr. Brian Baddick, Assistant  
 Superintendent for Pupil Services

Mr. Thomas J. McIntyre, Chief Financial  
 Officer

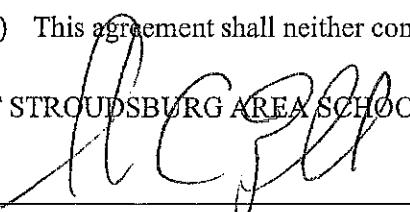
**Mr. Stephen C. Zall**  
 Director of Human Resources

**East Stroudsburg Area School District**  
**ESACA Educational Consultant**  
**Professional Position**  
**Memorandum of Understanding**

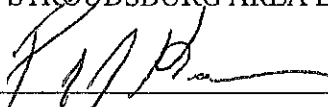
The Parties to this agreement, the East Stroudsburg Area Education Association (hereinafter called the "Association") and the East Stroudsburg Area School District (hereinafter called the "District") agree to the following:

- A) The ESACA Educational Consultant position will be for the current 2020/2021 school year only. If this position were to be extended the District would post in compliance with the Association CBA.
- B) Salary will be based on the staff person's current step/column for the current year and in accordance with the Associations current bargaining agreement.
- C) Term of service is 10 months for one year (2020/2021 school year) with up to 20 supplemental days (summer months) paid at the employees per diem rate.
- D) Should the ESACA Educational Consultant wish to return to the classroom setting during the 2020/2021 school year he/she shall apply for an open position for which he/she is certified.
- E) Should the ESACA Educational Consultant position be dissolved, the affected employee shall have the right to bump any properly certified bargaining unit member with less seniority within the District.
- F) Should the ESACA Educational Consultant receive an unsatisfactory evaluation the district reserves the right to reassign that employee in their certified area.
- G) This agreement shall neither constitute a new past practice nor nullify an existing past practice.

EAST STROUDSBURG AREA SCHOOL DISTRICT

  
 \_\_\_\_\_ Date: 8/12/20

EAST STROUDSBURG AREA EDUCATION ASSOCIATION

  
 \_\_\_\_\_ Date: 8-12-2020

8/6/20

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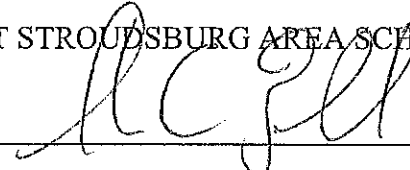
**Mr. Stephen C. Zall**  
**Director of Human Resources**

**East Stroudsburg Area School District**  
**Professional Employee - District Instructional Coach Positions (Curriculum/Technology)**  
**Memorandum of Understanding**

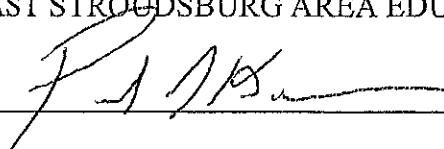
The Parties to this agreement, the East Stroudsburg Area Education Association (hereinafter called the "Association") and the East Stroudsburg Area School District (hereinafter called the "District") agree to the following:

- A) District Instructional Coach positions are assigned with the current bargaining association.
- B) Salary will be based on the staff person's current step/column for the current year and in accordance with the Associations current bargaining agreement.
- C) Term of service is 10 months.
- D) Should a District Instructional Coach wish to return to the classroom setting he/she shall apply for an open position for which he/she is certified.
- E) Should the District Instructional Coach position be dissolved, the affected employee shall have the right to bump any properly certified bargaining unit member with less seniority within the District.
- F) Should the District Instructional Coach receive an unsatisfactory evaluation the district reserves the right to reassign that employee in their certified area.
- G) This agreement shall neither constitute a new past practice nor nullify an existing past practice.

EAST STROUDSBURG AREA SCHOOL DISTRICT

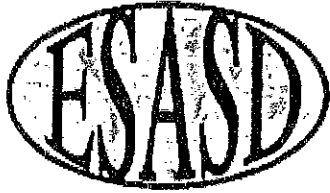
 Date: 5/12/20

EAST STROUDSBURG AREA EDUCATION ASSOCIATION

 Date: 8-12-2020

Rev: 2/12/19

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 Director of Human Resources

**East Stroudsburg Area School District  
 Multi-Tiered Systems of Support (MTSS) Coach  
 Professional - Teacher On Special Assignment (TOSA) Position  
 Memorandum of Understanding**

The Parties to this agreement, the East Stroudsburg Area Education Association (hereinafter called the "Association") and the East Stroudsburg Area School District (hereinafter called the "District") agree to the following:

- A) MTSS position will be a Teacher On Special Assignment (TOSA) for the current 2020/2021 school year.
- B) Salary will be based on the staff person's current step/column for the current year and in accordance with the Associations current bargaining agreement.
- C) Term of service is 10 months for one year (2020/2021 school year).
- D) Should the MTSS Coach wish to return to the classroom setting during the 2020/2021 school year he/she shall apply for an open position for which he/she is certified.
- E) Should the MTSS Coach position be dissolved, the affected employee shall have the right to bump any properly certified bargaining unit member with less seniority within the District.
- F) Should the MTSS receive an unsatisfactory evaluation the district reserves the right to reassign that employee in their certified area.
- G) This agreement shall neither constitute a new past practice nor nullify an existing past practice.

EAST STROUDSBURG AREA SCHOOL DISTRICT

Date: 8/12/20

EAST STROUDSBURG AREA EDUCATION ASSOCIATION

Date: 8-12-2020

8/6/20

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**AFFILIATION AGREEMENT FOR A STUDENT TEACHING SITE**

THIS AGREEMENT is made the 14<sup>th</sup> day of August, 2020, by FIVE TOWNS COLLEGE (hereinafter referred to as "the College"), a New York State institution of higher education and EAST STROUDSBURG AREA SCHOOL DISTRICT (hereinafter referred to as "the Agency"). The parties intend to be legally bound by the following terms:

I. **DUTIES AND RESPONSIBILITIES OF COLLEGE**

a. *Selection of Students.* The College shall be responsible for the selection of qualified student(s) (hereinafter "student") to participate in the practicum or student teaching experience. The selected students must have the appropriate educational experience offered by the School District.

b. *Education of Students.* The College shall assume full responsibility for the classroom education of the students. The College shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading and graduation.

c. *Submission of Candidates.* The College shall submit the names of the students to the School District or a designated representative prior to the practicum assignment or student teaching.

d. *Advising Students of Rights and Responsibilities.* The College 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/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. 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.

f. *Advising Student of Rights and Responsibilities.* The College will be responsible for advising the student of his or her individual responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the Agency and, should the student fail to abide by any policy and/or procedure, that he or she may be expelled from the internship program. If necessary, the termination of the student from the internship program will be done according to the policies and procedures of the College.

g. *Clearances and Records.* Prior to the rendering of services by the student pursuant to this agreement, the student shall obtain and provide to the Agency all criminal and child abuse and FBI clearances and/or other records required by the Pennsylvania School Code and/or other applicable statutes.

II. **DUTIES AND RESPONSIBILITIES OF EAST STROUDSBURG AREA SCHOOL DISTRICT**

a. *Establishment of Internship.* The Agency authorizes the use of its site, as may be agreed upon by the Agency and the College, as an internship. This internship is for a student enrolled in an undergraduate degree program in education at the College.

b. *Policies of the Agency.* The Agency will provide the College with all applicable information regarding its policies at least two (2) weeks in advance of the student's participation. The College will review with each student, prior to the assignment, any and all applicable policies, codes or confidentiality issues related to the experience.

c. *Designation of Agency Representative.* The Agency shall designate a qualified staff member to function as an on-site supervisor for the student. The supervising counselor will be responsible, with the approval of the Superintendent or his/her designee, for providing opportunities for the student to engage in a variety of counseling activities under supervision, for evaluating the student's performance, and for meeting periodically with representatives of the College in order to discuss, plan and evaluate the internship experience of the student. The on-site supervisor, or his/her designee, shall provide the student with an orientation to the Agency's specific services necessary for the implementation of the internship experience.

d. *Administration.* The Agency will have the sole authority and control over all aspects of the delivery of pupil services. The Agency will be responsible for and retain control over the organization and operation of its programs.

e. *Removal of Noncompliant Student.* The Agency shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, the Agency shall immediately contact the designated College representative.

f. *Reporting of Student Progress.* The Agency shall provide all reasonable information requested by the College 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 College and the Agency.

g. *Student Records.* The Agency 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 East Stroudsburg Area School District for this student teaching experience.

b. *Term of Agreement.* The term of this Agreement shall be one (1) year from the date of execution. This Agreement may not exceed a period of five (5) years.

c. *Termination of Agreement.* The College or the Agency 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 Agency terminate this Agreement prior to the completion

of an academic semester for other than a substantial breach, the student enrolled at that time may continue his/her 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 with 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 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, employment 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.

i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other oral understandings or promises exist with regard to this relationship.

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

East Stroudsburg Area School District:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

The College:

*Margaret Shuele*  
\_\_\_\_\_

*8/14/2020*  
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