

## V. ITEMS FOR DISCUSSION

- a. High School South Steamer - Bid Award - Nova Equipment & Supplies, \$24,853.19

# EAST STROUDSBURG AREA SCHOOL DISTRICT

Food Services

SUMMARY OF REQUEST FOR PROPOSALS FOR:

Steamer – HS South

4/6/22

**BIDS ADVERTISED:**

POCONO RECORD

ESASD Business Office Web Page

Emails directly to Vendors

**PROPOSALS RECEIVED FROM AND QUOTED AMOUNT**

Douglas Equipment - \$24,303.53

Culinary Depot - \$20,450.00

Nova Equipment - \$ 24,853.19

**REVIEWED BY:**

**ESASD in attendance:**

Marisela Horton

Craig Neiman

Jenn Huffman

Melissa Collevecchio

**Bid Awarded to: NOVA EQUIPMENT – Only bidder that met specifications; Installation and removal of existing unit.**

**Equipment Grant applied: \$22, 872.45**

**District Responsibility: \$1,980.74**

# Quote

03/25/2022



**To:**  
East Stroudsburg Area School  
District  
Melissa Collevecchio

**Ship To:**  
East Stroudsburg South Senior High  
Steamer Revised 012822  
279 N. Courtland St.  
East Stroudsburg, PS 18301

**From:**  
Dino Riviello  
Outside Sales  
Nova Equipment & Supplies  
225 Spring Street  
Wilkes-Barre, PA 18702  
Mobile 570.430.7578

Project Code: 5592

Job Reference Number: 5592

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>CONVECTION STEAMER, ELECTRIC</b> Cleveland Range Model No. 24CEA10 Steamcraft® Gemini™ 10 Pressureless Steamer, electric, 2 compartments with individual generators, (5) 12 x 20 x 2-1/2 pans/compartiment capacity, manual controls, 60-minute mechanical timer & manual (continuous steaming) bypass switch, left-hand hinged door, controls on right, steam shut-off switch, stainless steel construction, 6" stainless steel legs	\$22,016.19	\$22,016.19
	1 ea	1-year parts & labor warranty, standard		
	1 ea	5 year pro-rated parts warranty on boilers & steam generators		
	2 ea	3 year Convection Steamer Door Warranty, standard		
	1 ea	Performance start-up included at customer request after equipment is installed (Free Water Quality Check included) (contact Cleveland Sales Representative for details)		
★	1 ea	WBT-QT11-CR Optipure Water Treatment System, dual-cartridge, reduces sediments over 0.5 microns, reduces chlorine, Includes (1) CTOS-Q10 Catalytic Carbon Filter & (1) CTOS-QCR activated carbon filter		
	1 ea	Second year limited warranty on water related parts only when purchasing a steamer and filter from Cleveland. Must include a completed Performance Start-Up (See Cleveland warranty statement for details)		
★	1 ea	(VOS2) 440-480v/60/3-ph, 39.8 amps, 32.6kW, 3-wire		
			Freight: \$462.00	\$462.00
			<b>ITEM TOTAL:</b>	<b>\$22,478.19</b>

*Rev'd. 3/25/22*  
*11:01 am*  
*M. Collevecchio*

East Stroudsburg South Senior High  
Steamer Revised 012822

East Stroudsburg Area School District

Initial: \_\_\_\_\_  
Page 1 of 2

03/25/2022

Item	Qty	Description	Sell	Sell Total
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\*\*MANUFACTURER'S PRICE INCREASE OF APPROXIMATELY 15-20% IN EFFECT ON 4/1/22. PLEASE ALLOW FOR ADDITIONAL COSTS.

ABOVE SUMS ARE DELIVERED TO GROUND OUTSIDE BUILDING AND INCLUDE INBOUND FREIGHT CHARGES. UNCRATE AND INSTALL BY OTHERS.

2	1 ea	SERVICES: INSTALLATION / TRAINING SERVICES Custom Model No. INSTALL Delivery, Uncrate, Removal of existing and Installation of New.	\$2,375.00	\$2,375.00
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ITEM TOTAL: \$2,375.00

Subtotal \$24,853.19

Total \$24,853.19

*MC*

Prices Good Until: 03/31/2022

Acceptance: *M. Catevechio* Date: *3/31/22*  
 Printed Name: Melissa Catevechio

*24,853.19*



# DOUGLAS EQUIPMENT

*Restaurant & Food Store  
Equipment*

# Quote

03/23/2022

**Project:**  
#42195 East Stroudsburg Area SD

**From:**  
Douglas Equipment  
Ryan Shorter  
301 North St.  
Bluefield, WV 24701-4048  
304-327-0149

Job Reference Number: 97556

Prices are good for 60 days.

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>CONVECTION STEAMER, ELECTRIC</b> Cleveland Range Model No. 24CEA10 Steamcraft® Gemini™ 10 Pressureless Steamer, electric, 2 compartments with individual generators, (5) 12 x 20 x 2-1/2 pans/compartiment capacity, manual controls, 60-minute mechanical timer & manual (continuous steaming) bypass switch, left-hand hinged door, controls on right, steam shut-off switch, stainless steel construction, 6" stainless steel legs	\$19,878.34	\$19,878.34
	1 ea	1-year parts & labor warranty, standard		
	1 ea	5 year pro-rated parts warranty on boilers & steam generators		
	2 ea	3 year Convection Steamer Door Warranty, standard		
	1 ea	Performance start-up included at customer request after equipment is installed (Free Water Quality Check included) (contact Cleveland Sales Representative for details)		
	1 ea	INSKITCET4 Installation Kit for 24CEA10, 208, 240, 480 VOLT, 3 Phase(Non-discountable NET pricing) (See Installation Kit flyer for details)	\$646.00	\$646.00
	1 ea	WBT-QT11-CR Optipure Water Treatment System, dual-cartridge, reduces sediments over 0.5 microns, reduces chlorine, includes (1) CTOS-Q10 Catalytic Carbon Filter & (1) CTOS-QCR activated carbon filter	\$305.17	\$305.17
	1 ea	Second year limited warranty on water related parts only when purchasing a steamer and filter from Cleveland. Must include a completed Performance Start-Up (See Cleveland warranty statement for details)		

Douglas Equipment

03/23/2022

Item	Qty	Description	Sell	Sell Total
1 ea		(VOS2) 440-480v/60/3-ph, 39.8 amps, 32.6kW, 3-wire	\$285.00	\$285.00
1 ea		LGDCCK (PN 106290) Drain Cooling Kit, large, for floor model steamers (requires 115v/60/1 connection) (not for SteamChef™ models)	\$443.49	<Optional>
<b>ITEM TOTAL:</b>				<b>\$21,114.51</b>
			Merchandise	\$21,114.51
			Freight	\$289.02
			Installation	\$2,900.00
			<b>Total</b>	<b>\$24,303.53</b>

- Freight is included in the unit pricing.
- Installation is included in the unit pricing.
- The customer is responsible for all power supplies and utilities to be within four feet of the install footprint and to match the utility requirements of the units being installed prior to the installer's arrival.
- The installer will be hooking up the new equipment to ALREADY EXISTING utilities.
- The site MUST be ready upon installer's arrival; if it is not, or the installer has to make a second trip, more charges will incur and be the responsibility of the customer.
- We are not responsible for any utility upgrades or architectural modifications if they become necessary.
- This job is being bid site unseen; if the installer, upon arrival, deems that more work is necessary than a standard install, more charges will incur and be the responsibility of the customer. It is assumed that no stairs or doorways will need to be trans versed.
- This work is to be done during normal hours, Monday – Friday, 8:00 am – 5:00 pm, holidays excluded.

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

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

Project Grand Total: \$24,303.53



www.culinarydepotinc.com

Office Locations: Monsey, NY | Lakewood, NJ | Columbia, SC | Miami, FL | Las Vegas, NV

03/24/2022

475572

# Quote

Project: Electric Steamer

From: Culinary Depot  
 Yitzi Shaps  
 67 NY-59  
 Spring Valley, NY 10977  
 (888) 845-8200  
 845-414-2402 (Contact)

Job Reference Number: 103605

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>CONVECTION STEAMER, ELECTRIC</b> Market Forge ETP-10E ECO-TECH™ PLUS Convection Steamer, floor model, electric, (2) compartment, (5) 12" x 20" x 2-1/2" pan capacity per compartment, atmospheric steamer, self contained water filter, automatic water fill, individually controlled by power switch, 60 minute timer, (4) flanged feet, stainless steel interior & exterior, ENERGY STAR®	\$19,618.61	\$19,618.61
	1 ea	Everpure QTI1+CR QTI1+CR Water Filter System, (1) CTO-Q10 activated carbon cartridge, reduces chlorine & sediment, (1) CTOS-QCR Catalytic carbon cartridge, reduces chloramine, outlet pressure gauge, water shut-off valve, bypass valve, mounting bracket, 20,000 gallons, 2.5 gpm, 0.5 micron, 1/2" inlet, 1/2" outlet, NSF 42 (170-52081)	\$301.29	\$301.29
	1 ea	Standard (1) one year parts & labor warranty, equipment only		
	1 ea	SEVS-5 480 volt operation, add	\$530.11	\$530.11
<b>Extended Total:</b>				<b>\$20,450.01</b>
Total				\$20,450.01

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

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

Project Grand Total: \$20,450.01

## V. ITEMS FOR DISCUSSION

b. HR Furniture - BMC Office Furniture Quote, \$10,924.65

# Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email (**roseria-cirnigliaro@esasd.net**) was recorded on submission of this form.

Untitled Section

Untitled Section

**FORM 611**

**EAST STROUDSBURG AREA SCHOOL DISTRICT**  
**Procurement Form**

Name of Requestor \*

Stephen Zall

Untitled Title

Department \*

Human Resources

Building \*

Administration

What service or item are requesting \*

New office furniture

Why are you requesting the service or item \*

Expanding our office

Suggested replacement \*

Addition

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)

Yes

Cost Estimate: if over \$5,000, were three (3) quotes obtained? If yes, please list the vendor's information and quoted amount. \*

BMC Office furniture 320 East Gibson Street, Scranton, PA 18509 \$10,924.65

What is the total cost of the purchase? \*

\$10,924.65

Procurement Method: \*

Quote Received only one Proposal

Request for Proposal (RFP)

Bid

Other: .....

Was this purchase budgeted? \*

No

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

Yes

Pennsylvania State Contract

COSTARS

Keystone Purchasing Network

PEPPM National Contract Program (Technology Bidding and Purchasing)

US Communities

No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

4400004823

Which Fund will be charged? \*

10

What account will be charged? \*

10-2833-762-000-00-000-003-000-0000

Selection of the winning proposal, was the lowest price selected? If not, please explain why and the process of selecting the vendor. \*

Staying with the same company to be uniformed.

Any additional information you would like to provide.

This form was created inside of East Stroudsburg Area School District.

Google Forms



# BMC OFFICE FURNITURE

Your Window Of Opportunity For Office Furniture  
 320 East Gibson Street 421 North Pennsylvania Ave.  
 Scranton, PA 18509 Wilkes-Barre, PA 18702

email: mail@bmcofficefurniture.com  
 website: www.bmcofficefurniture.com

PROPOSAL: 59798
DATE: 03/11/22

(570) 344-1295 fax (570) 346-8592 (570) 829-7098 fax (570) 829-2575  
 REMIT PAYMENT TO: 320 E. GIBSON STREET, SCRANTON, PA 18509

<b>CUSTOMER:</b>	<b>SHIP TO:</b>
EAST STROUDSBURG AREA SCHOOL DIST 50 VINE STREET EAST STROUDSBURG, PA 18301	EAST STROUDSBURG AREA HIGH SCHOOL SOUTH 279 NORTH COURTLAND STREET EAST STROUDSBURG, PA 18301

SALESPERSON: JERRY SWIFT QUOTE VALID THROUGH: 04/30/22 CONTACT: SCOTT IHLE PHONE: 570-656-4283

QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXT
		PRODUCT FOR TWO STATIONS IN ROOM H-130		
2.00	E2MN-338-B	MONO PANEL, SQ TOP CAP, NO-PWR, 36IN.WXX 40IN.H, BASE TRIM	240.69	481.38
	(ZR)	KIO GRD B		
	, ZR-8	CASCADE GRD B		
	(ZR)	KIO GRD B		
	, ZR-8	CASCADE GRD B		
	, TR-E	SMOKE GRD A		
	, TR-E	SMOKE GRD A		
		Tag(s): ESASD H130 ESASD #R		
6.00	E2MP-338-B	MONO PANEL, SQ TOP CAP, 3 CIR, 332, 36IN.WXX 40IN.H, BASE TRIM	328.59	1,971.54
	(ZR)	KIO GRD B		
	, ZR-8	CASCADE GRD B		
	(ZR)	KIO GRD B		
	, ZR-8	CASCADE GRD B		
	, TR-E	SMOKE GRD A		
	, TR-E	SMOKE GRD A		
		Tag(s): ESASD H130 ESASD #R		
2.00	E2MN-362-B	MONO PANEL, SQ TOP CAP, NO-PWR, 36IN.WXX 64IN.H, BASE TRIM	303.62	607.24
		CONTINUED...		

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SALESPERSON

QUOTE VALID THROUGH

CONTACT: SCOTT IHLE

JERRY SWIFT

04730722

PHONE: 570-656-4283

QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXT
	(ZR)	KIO GRD B		
	,ZR-8	CASCADE GRD B		
	(ZR)	KIO GRD B		
	,ZR-8	CASCADE GRD B		
	,TR-E	SMOKE GRD A		
	,TR-E	SMOKE GRD A		
		Tag(s): ESASD H130 ESASD #R		
2.00	E2MP-262-B	MONO PANEL, SQ TOP CAP, 3 CIR, 332, 24IN.WX64IN.H, BASE TRIM	344.25	688.50
	(ZR)	KIO GRD B		
	,ZR-8	CASCADE GRD B		
	(ZR)	KIO GRD B		
	,ZR-8	CASCADE GRD B		
	,TR-E	SMOKE GRD A		
	,TR-E	SMOKE GRD A		
		Tag(s): ESASD H130 ESASD #R		
2.00	E2MP-362-B	MONO PANEL, SQ TOP CAP, 3 CIR, 332, 36IN.WXX 64IN.H, BASE TRIM	391.51	783.02
	(ZR)	KIO GRD B		
	,ZR-8	CASCADE GRD B		
	(ZR)	KIO GRD B		
	,ZR-8	CASCADE GRD B		
	,TR-E	SMOKE GRD A		
	,TR-E	SMOKE GRD A		
		CONTINUED...		

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 website: www.bmcofficefurniture.com

PROPOSAL: 59790
DATE: 03/11/22

(570) 344-1295 fax (570) 346-8592 (570) 829-7098 fax (570) 829-2575  
 REMIT PAYMENT TO: 320 E. GIBSON STREET, SCRANTON, PA 18509

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**SALESPERSON**

JERRY SWIFT

**QUOTE VALID THROUGH**

04/30/22

**CONTACT: SCOTT IHLE**

PHONE: 570-656-4283

QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXT
2.00	E2FC-38 (ZR) , ZR-8 , TR-E , TR-E	Tag(s): ESASD H130 ESASD #R 90DEG FINISH POST, FABRIC, 40IN.H, FULL HGT KIO GRD B CASCADE GRD B SMOKE GRD A SMOKE GRD A Tag(s): ESASD H130 ESASD #R	37.75	75.50
2.00	E2FC-62 (ZR) , ZR-8 , TR-E , TR-E	90DEG FINISH POST, FABRIC, 64IN.H, FULL HGT KIO GRD B CASCADE GRD B SMOKE GRD A SMOKE GRD A Tag(s): ESASD H130 ESASD #R	52.12	104.24
1.00	E2EC-1 , TR-E	PANEL, TOP CAP END PLUG SMOKE GRD A Tag(s): ESASD H130 ESASD #R	6.49	6.49
1.00	EC-10-B , TR-E	ELEC COMP, BASE RACEWAY END CAP, PLCS/UNGRP/UNGRP TOO (10 PK) SMOKE GRD A Tag(s): ESASD H130 ESASD #R	12.50	12.50

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SALESPERSON

QUOTE VALID THROUGH

CONTACT: SCOTT IHLE

JERRY SWIFT

04/30/22

PHONE: 570-656-4283

QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXT
2.00	BFM-1-B	BASE FEED MODULE, HARDWIRE, 3 CIR, 332 Tag(s): ESASD H130 ESASD #R	84.10	168.20
1.00	PRD-3-B , TR-E	DUPLEX RECEPTACLES (BOX OF 6), 3 CIR, 332, NO CTRL SMOKE GRD A Tag(s): ESASD H130 ESASD #R	49.55	49.55
1.00	WUCP-3672-L JSAR44 , OH- ACX , HP- 03E	WORKSURFACE, CORNER 90 DEG EXTD, 36DX72W, LAM, EDGE BAND, STD CORE, NOTCHED, RIGHT, 24, 24 LAMINATE FORMICA FOLKSTONE GRAFIX LAMINATE/EDGE SMOKE Tag(s): ESASD H130 ESASD #R	361.15	361.15
1.00	WUCP-3672-L JSAL44 , OH- ACX , HP- 03E	WORKSURFACE, CORNER 90 DEG EXTD, 36DX72W, LAM, EDGE BAND, STD CORE, NOTCHED, LEFT, 24, 24 LAMINATE FORMICA FOLKSTONE GRAFIX LAMINATE/EDGE SMOKE Tag(s): ESASD H130 ESASD #R	361.15	361.15



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SALESPERSON  
JERRY SWIFT

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04/30/22

CONTACT: SCOTT IHLE  
PHONE: 570-656-4283

QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXT
2.00	WURA-2436-L JSC  , OH- ACX , HP- 03E	WORKSURFACE, RECT, 24DX36W, LAM, EDGE BAND, STD CORE, NO CBL MGT, LAMINATE FORMICA FOLKSTONE GRAFIX LAMINATE/EDGE SMOKE Tag(s): ESASD H130 ESASD #R	97.19	194.38
2.00	WURA-2472-L JSA  , OH- ACX , HP- 03E	WORKSURFACE, RECT, 24DX72W, LAM, EDGE BAND, STD CORE, NOTCHED LAMINATE FORMICA FOLKSTONE GRAFIX LAMINATE/EDGE SMOKE Tag(s): ESASD H130 ESASD #R	176.64	353.28
5.00	ZEBS-1900-P P  , TR-E	WORKSURFACE, CNTLVR BRKT, 19IN (PAIR), ADAPTABLE/IF, SVC SMOKE GRD A Tag(s): ESASD H130 ESASD #R	88.93	444.65
1.00	ZEBA-0000-P R	BRACKET, SIDE, FOR UNIGROUP/TOO/PLACES, RH  Tag(s): ESASD H130 ESASD #R	5.85	5.85



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SALESPERSON  
JERRY SWIFT

QUOTE VALID THROUGH  
04/30/22

CONTACT: SCOTT IHLE  
PHONE: 570-656-4283

QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXT
1.00	ZEBA-0000-P L	BRACKET, SIDE, FOR UNIGROUP/TOO/PLACES, LH  Tag(s): ESASD H130 ESASD #R	5.85	5.85
4.00	UEFS-1636-P ML  ,TR-E ,TR-E ,LR-BP	PLACES, UNIGROUP, UNIGROUP TOO, UPPER STORAGE, 36"W, PAINTED FRONT, PANEL MOUNT, HINGE, LOCKING SMOKE GRD A SMOKE GRD A CHROME GRD A Tag(s): ESASD H130 ESASD #R	224.23	896.92
4.00	HTB-3616 (FJ) ,FJ-AA	PLACES, TACKBOARD 36IN. X 16IN. SAVOY GRD B BLUE WILLOW GRD B Tag(s): ESASD H130 ESASD #R	94.04	376.16
2.00	LUTT-0031-1 1ULDN	LIGHT, TASK, LED, ADAPT, 31", STARTER, 65 WATT, 11' CORD  Tag(s): ESASD H130 ESASD #R	141.26	282.52
2.00	LUTA-0031-1 NULDN	LIGHT, TASK, LED, ADAPT, 31", ADD-ON, 18" DAISY CHAIN CORD  Tag(s): ESASD H130 ESASD #R	108.73	217.46



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SALESPERSON  
JERRY SWIFT

QUOTE VALID THROUGH  
04/30/22

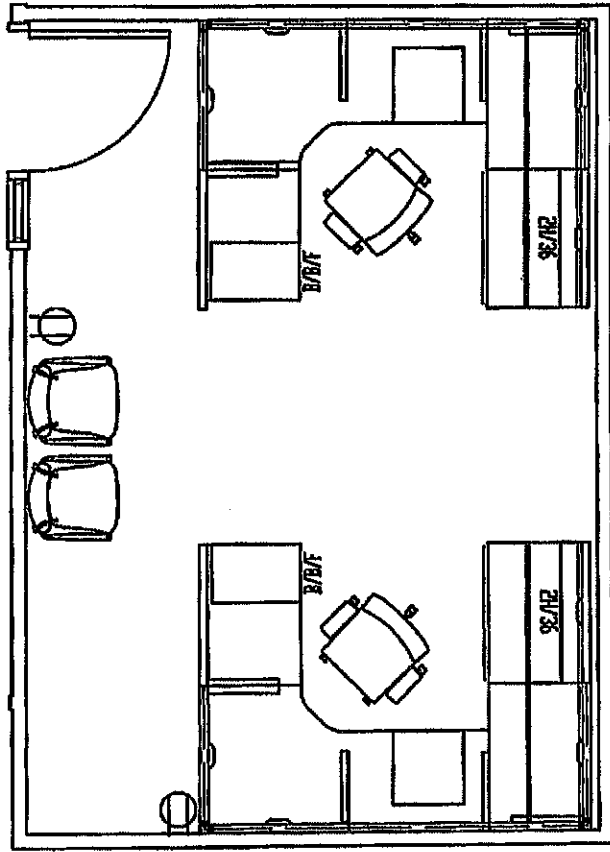
CONTACT: SCOTT IHLE  
PHONE: 570-656-4283

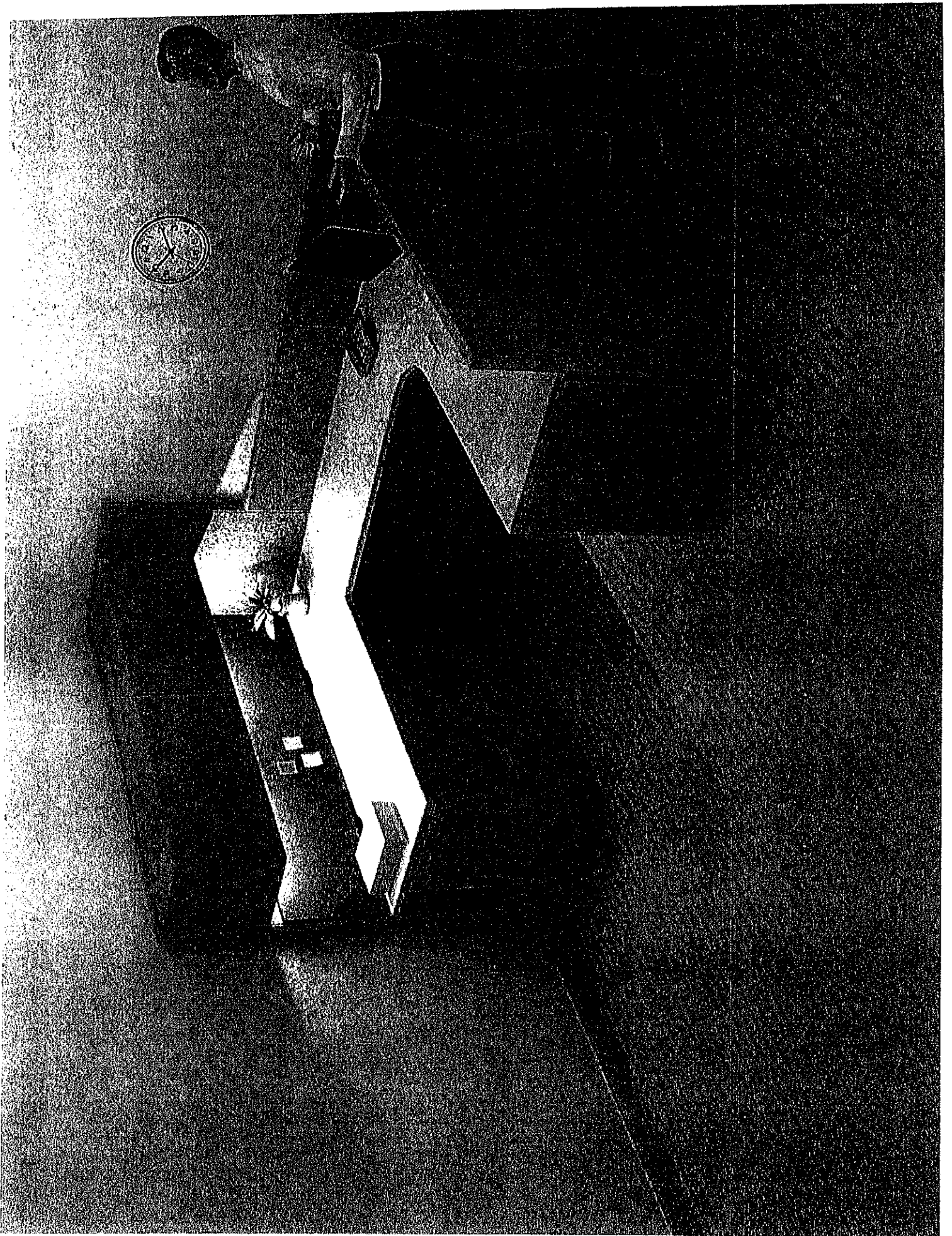
QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXT
2.00	PPD-18	PENCIL DRAWER Tag(s): ESASD H130 ESASD #R	34.78	69.56
2.00	VPAH-24-L , TR-E , LR-BP	V SERIES, PEDESTAL, ATTACHED, B/B/F , 24"D, LK, PTD FRT, NO TOP, FULL PULL SMOKE GRD A CHROME GRD A Tag(s): ESASD H130 ESASD #R	238.54	477.08
2.00	VLRD-0236-L , TR-E , LR-BP	V SERIES, LATERAL FILE, 27.5"H X 36"W, TWO-HIGH, FREESTANDING, FUL L PULL STYLE SMOKE GRD A CHROME GRD A Tag(s): ESASD H130 ESASD #R	485.24	970.48
2.00	LSET-4 , LX-BP	HW, LOCK SET, KEYED ALIKE, LOCK PLUG AND KEY, QTY OF 4 CHROME GRD A Tag(s): ESASD H130 ESASD #R	0.00	0.00
1.00	D/I	DELIVERY & INSTALLATION Tag(s): ESASD H130 ESASD #R	960.00	960.00





**OFFICE  
H-130**





## V. ITEMS FOR DISCUSSION

c. North Pro Sled with Pads - Riddell Quote, \$5,605.40

# Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email (**elizabeth-kolcun@esasd.net**) was recorded on submission of this form.

Untitled Section

Untitled Section

**FORM 611**

**EAST STROUDSBURG AREA SCHOOL DISTRICT**  
Procurement Form

Name of Requestor \*

Chuck Dailey

Untitled Title

Department \*

North Athletics

Building \*

North High School

What service or item are requesting \*

5 Man Pro Sled with pads

Why are you requesting the service or item \*

We are requesting to replace the 22 year old sled to help develop our linemen to protect the quarterback. The sled will enhance their ability to do live contact without hitting each other which could cause injury.

Suggested replacement \*

Riddell ROSVHG W500-Blue-5 man Pro Sled

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)

Cost Estimate: if over \$5,000, were three (3) quotes obtained? If yes, please list the vendor's information and quoted amount. \*

Riddell \$5605.40, Anytime Sports \$6187.00, Gilman Gear \$7610

What is the total cost of the purchase? \*

\$5605.40

Procurement Method: \*

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid
- Other: 2 quotes and a listing off of an online website

Was this purchase budgeted? \*

No

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

- Yes
- Pennsylvania State Contract
- COSTARS
- Keystone Purchasing Network
- PEPPM National Contract Program (Technology Bidding and Purchasing)
- US Communities
- No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

Which Fund will be charged? \*

10

What account will be charged? \*

10-3250-752-100-30-819-550-000-5001

Selection of the winning proposal, was the lowest price selected? If not, please explain why and the process of selecting the vendor. \*

Yes

Any additional information you would like to provide.

This form was created inside of East Stroudsburg Area School District.

Google Forms

Pay online at Riddell.com or Remit to:  
 Riddell / All American Sports Corp.  
 P.O. Box 71914  
 Chicago IL 60684-1914, USA  
 RIDD 34-1688715

# Riddell

**QUOTE as of 03/29/2022**  
 Attached: Order Line Details for Custom Products Only

BILL TO: 0000

EAST STRONGBURG PA NORTH  
 80 KING ST  
 EAST STRONGBURG PA 19001

Order By	Chuck Daley
Order By Email	charles-daley@riddell.net
Phone	870-977-1874

SHIP TO: 0000

EAST STRONGBURG PA NORTH  
 ATTN: HEAD ATHLETICS  
 80 KING ST  
 EAST STRONGBURG PA 19001

Sales Rep	MIKE ZAMBO	Cart Name	
Sales Rep Email	MAZAMBO@RIDDLELSALES.COM		

Quote Date	QTY	Customer PO	Requested Date	Payment terms	Ship Via
03/29/2022	20106583		04/13/2022	30 days Due net	FedEx Ground

Item	Material	Item Description	Color	X8	9	M	L	XL	2XL	QTY	Unit Price	Ext Price
100	RCSVIG	W500-blue-8 Man Pre Shd (Shoeset Pad B)								1	8,489.00	8,489.00

\* Thank you for your order. If you have any questions with your order, please contact your sales representative or customer service at 870-977-1874 within 10 days of receipt. All returned items require a return authorization and are subject to a 30% restocking fee. All invoices not paid within 30 days are subject to a FINANCIAL CHARGE at a monthly rate of 1.5%.

\*\* Applicable Sales Tax shown on this order may not be accurate and will be adjusted at the time of invoicing.

Order Total USD	8,520.00
Freight/Handling USD	270.00
Sales Tax USD	0.00
Payment Received	(0.00)
<b>Total USD</b>	<b>8,590.00</b>





**ANYTIME SPORTS  
SUPPLY**

(888) 466-

0009

(888) 466-

0009

Mon-Sat 9am-6pm

Eastern



**FREE SHIPPING ON ALL ORDERS OVER \$100**

# SHOPPING CART



**Fisher 5 Man Big Boomer Football Blocking**

**Sled**

Man Purple

Remove

QUANTITY

- 1 +

\$6,187.00

SPECIAL INSTRUCTIONS FOR SELLER

**\$6,187.00**

Taxes and shipping calculated at checkout



**CHECK OUT**



**Gilman Gear**  
**Gilman, CT 06336-0097**  
**30 Gilman Rd.**

**Phone #** (800) 243 - 0398  
**Fax #** (860) 823 - 1859

# Quote

Date	Estimate #
3/29/2022	Q2022-30279

<b>Bill To</b>
East Stroudsburg North High School Attn: Accounts Payable 279 Timberwolf Dr. Dingman's Ferry, PA 18328

<b>Ship To</b>
East Stroudsburg North High School Attn: Erik Buksa 279 Timberwolf Dr. Dingman's Ferry, PA 18328

<b>Employee</b>	<b>Terms</b>
np	NET 30

Item	Description	Qty	Rate	Total
RAM5	RAMBACK 5 MAN SLED	1	5,060.00	5,060.00
BOD-BLU	BOD PAD - BLUE	5	380.00	1,900.00
EST. SHIPPING	ESTIMATED STANDARD TRUCK SHIPPING ***PLEASE NOTE THAT SHIPPING QUOTES ARE NOT GUARANTEED EVEN IF ORDERED WITHIN 30 DAYS OF QUOTE***	1	650.00	650.00
Contact: Erik Buksa- Asst. AD P: TBD E: erik-buksa@esasd.net Terms: Net 30 from Date of Shipment with Hard Copy, Authorized School Purchase Order, or Prepayment.  Placing an order: Please send your purchase order to <a href="mailto:accountsreceivable@gilmangear.com">accountsreceivable@gilmangear.com</a> or fax to 860-823-1859. If you are paying with prepayment, please call sales at 800-243-0398 x 1964 for payment with a card. Checks may be mailed to Gilman Gear PO Box 97 Gilman, CT 06336.				

Quote is Valid for 30 days.

<b>Subtotal</b>	\$7,610.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$7,610.00

## V. ITEMS FOR DISCUSSION

- d. Payment in Lieu of Taxes - National Recreation Area, Pike County,  
\$11,644.44

**APPLICATION FOR PAYMENT**  
PROPERTY ACQUIRED BY STATE  
FOR WATER CONSERVATION OR FLOOD PREVENTION  
(Section 604 of School Code)

SCHOOL DISTRICT	AUN	SCHOOL YEAR
East Stroudsburg Area SD	120452003	2021-2022

This application is for Payment in Lieu of Taxes on property in Pike County,  
acquired by the state for the purpose of water conservation or flood prevention in the  
National Recreation Area project.

School district (or component former district) from which property was acquired:  
Lehman Township

Assessed valuation of property at time of acquisition: \$94,371.00  
Tax rate for school purposes during school year for which application is made: 123.3900 mills  
Amount due school district (assessed valuation x mills): \$11,644.44

**SIGNATURES**

**District Superintendent:**

\_\_\_\_\_

**President of School Board:**

\_\_\_\_\_

**Secretary of School Board:**

\_\_\_\_\_

## V. ITEMS FOR DISCUSSION

- e. SunLife 2022 Renewal - Life - .145, AD&D - .02, LTD Rate 1 - .32,  
LTD Rate 2 - .17 - no rate increase over 2021-22



April 4, 2022

Craig Neiman, Chief Financial Officer  
East Stroudsburg Area School District  
50 Vine Street  
East Stroudsburg, PA 18301-2150

Policy: 932224  
Rate Effective Date: July 1, 2022

On behalf of CM Regent Solutions, we appreciate your business and your continued support of our products. We are committed to providing exceptional service and rate stability.

Please allow this letter to serve as formal notification of the renewal of your policy. We are pleased to inform you that there will be no increase to your plan rates for the upcoming plan year.

Life	.145
AD&D	.02
LTD-Rate 1	.32
LTD-Rate 2	.17

*Guaranteed for 1 year*

Our renewal proposal encompasses a comprehensive risk analysis, backed by exceptional service and strong value-added features. In addition to the rate stability that is offered to existing clients of varying sizes, the overall program includes various value-add features at no additional cost including but not limited to:

- LTD - Retro-Disability: Provides an additional lump sum benefit if an insured employee is hospitalized for 14 days or more at onset of total disability
- LTD and Life - Disability and Life Waiver of Premium: Joint review for both Disability and Life Waiver to ensure employees receive continued coverage when they need it most
- Life - Emergency Travel Assistance and ID Theft Protection Services – for all employees insured under the Basic Life
- Will Prep Services – for select schools



Craig Neiman, Business Manager  
East Stroudsburg Area School District  
April 4, 2022  
Page 2

Please contact your CM Regent Solutions Relationship Manager at 866-403-7700 and/or your current Broker with any questions or to make any changes to your benefits in the upcoming plan year.

I, \_\_\_\_\_, as a duly authorized representative of the above named, do hereby accept the 2022 renewal rates as noted above.

\_\_\_\_\_  
**Signature:**

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

Please copy and return Acceptance to: Kathleen Malnofski- [kmalnofski@cmregent.com](mailto:kmalnofski@cmregent.com).

Sincerely,



Elizabeth Myers  
Manager, Employee Benefits Sales and Services

cc: Kerry Althouse

## V. ITEMS FOR DISCUSSION

- f. Colonial Intermediate Unit (CIU) 20 Cooperative Paper Bid Award,  
\$24,308.72



### **Colonial Intermediate Unit (CIU) 20 Cooperative Paper Bid Award**

Recommended Action: That the Board of School Directors approves the bids for Duplicating Paper, Bid NMPCJPBDP/JS-2022-2023, for July 1, 2022, as awarded by the Northampton/Monroe/Pike County Joint Purchasing Board and approved by the Colonial Intermediate Unit 20 Board of Directors at a total award of \$24,308.72 for East Stroudsburg Area School District.

The District has participated in the Colonial Intermediate Unit (CIU) 20 duplicating paper bid through the Northampton/Monroe/Pike County Joint Purchasing Board for a number of years. Through our participation in this joint purchase effort, the District can more effectively leverage buying power and attract vendors who aggressively price paper commodities in an effort to secure the guaranteed contract.

Bids were opened April 6, 2022 and will be reviewed by all District participants on April 22, 2022. The CIU 20 Board of Directors will be voting on the bid award at their April Board Meeting.

The successful bidders for the District items are summarized below:

<b>Vendor</b>	<b>ESASD Awarded Cost</b>
Office Basics	\$755.80
WB Mason	\$13,359.88
Lindenmeyr Monroe	\$1,272.30
Pennsylvania Paper & Supply Co	\$4,864.00
Georgia Pacific	\$63.74
Aramsco DBA Penn Valley Chemical	\$3,993.00
<b>Total Bid Award</b>	<b>\$24,308.72</b>

## V. ITEMS FOR DISCUSSION

- g. Compensatory Education for Special Education Speech Services -  
Quote, Presence Learning, \$17,199

# Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email (**kristen-long@esasd.net**) was recorded on submission of this form.

Untitled Section

Untitled Section

**FORM 611**

**EAST STROUDSBURG AREA SCHOOL DISTRICT**  
Procurement Form

Name of Requestor \*

Kristen Long

Untitled Title

Department \*

Pupil Services/ Special Education

Building \*

Resica Elementary and Middle Smithfield Elementary

What service or item are requesting \*

Contracted Virtual Speech Providers

Why are you requesting the service or item \*

Compensatory Education for Special Education Speech Services

Suggested replacement \*

n/a

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)

Contracting with the IU- \$130.45 per hour for direct and indirect services- 3 months at approximately 74 hours per month = \$28,959.90

Cost Estimate: if over \$5,000, were three (3) quotes obtained? If yes, please list the vendor's information and quoted amount. \*

Yes- Presence Learning- \$17,199; eLuma- \$18,550; e-therapy- \$17,760

What is the total cost of the purchase? \*

Up to \$25,000

Procurement Method: \*

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid
- Other: 3 quotes provided

Was this purchase budgeted? \*

No ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

- Yes
- Pennsylvania State Contract
- COSTARS
- Keystone Purchasing Network
- PEPPM National Contract Program (Technology Bidding and Purchasing)
- US Communities
- No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

n/a

Which Fund will be charged? \*

10

What account will be charged? \*

TBD

Selection of the winning proposal, was the lowest price selected? If not, please explain why and the process of selecting the vendor. \*

Yes

Any additional information you would like to provide.

This company provided the lowest quote, but also a very high quality product. This service is needed to remain in compliance with student IEPs. The need for comp. ed. services is greater than District and IU Speech Therapist staff can provide.

This form was created inside of East Stroudsburg Area School District.

Google Forms



# PresenceLearning

## Service Order

### Customer Name and Contact Information

Name: East Stroudsburg Area School District  
Address: 50 Vine St East Stroudsburg, PA

### Customer Primary Point of Contact

Name: Marialena Casciotta  
Email Address: marialena-casciotta@esasd.net

### Customer Secondary Point of Contact

Name:  
Email Address:

### PresenceLearning Contact Information

Name: Trish Mosch  
Email Address: trish.mosch@presencelearning.com



## Service Order

Group1

Service	Student Quantity/Groups	Price per Service
Hourly SLP Services	35	\$78.00
Hourly SLP Supervision	0	\$94.00
Hourly OT Services	0	\$78.00
Hourly OT Supervision	0	\$94.00
Hourly BMH Services	0	\$78.00
Hourly SLP Services - Short-term Leave	0	\$102.00
Hourly SLP Services - Bilingual	0	\$94.00
Hourly BMH Services - Bilingual	0	\$94.00
Hourly BMH Services - Short-term Leave	0	\$102.00
Hourly OT Services - Short-term Leave	0	\$102.00
Hourly OT Services - Bilingual	0	\$94.00
Annual Student Administrative Fee	35	\$100.00
Screening by SLP	0	\$64.00
Bilingual Screening by SLP	0	\$115.00
Evaluation Coordination and Reporting by SLP	0	\$257.00
Evaluation Coordination and Reporting by Bilingual SLP	0	\$257.00
Review of Records by SLP	0	\$114.00
Additional Assessment Component by SLP	0	\$33.00
Articulation Standard Assessment	0	\$69.00
Auditory Processing Select Index	0	\$85.00
Classroom Observation by SLP	0	\$47.00
Early Childhood Language Assessment	0	\$103.00
Fluency Standard Assessment	0	\$114.00
Language Select Index	0	\$31.00
Language Standard Assessment	0	\$149.00
Pragmatic Language Standard Assessment	0	\$91.00
Phonological Process Analysis Select Index	0	\$26.00
Phonological Processing Assessment	0	\$77.00
Supplemental Language Screener	0	\$26.00
Spanish Language Standard Assessment	0	\$143.00
Spanish Language Select Index	0	\$47.00



Service	Student Quantity/Groups	Price per Service
Spanish Auditory Processing Select Index	0	\$85.00
Additional Bilingual Assessment Component	0	\$47.00
Spanish Articulation Measures	0	\$47.00
Spanish Articulation Standard Assessment	0	\$57.00
Augmentative Alternative Communication Assessment	0	\$114.00
Additional Language Subtest	0	\$33.00
Home Coordination by SLP	0	\$114.00
Language Difference vs. Disorder Analysis	0	\$86.00
Pre-referral Meeting by SLP	0	\$114.00
Bilingual Services by SLP	0	\$114.00
Screening by OT	0	\$64.00
Evaluation Coordination and Reporting by OT	0	\$257.00
Review of Records by OT	0	\$114.00
Classroom Observation by OT	0	\$47.00
Standard School-Related-ADL Assessment	0	\$74.00
Standard Sensory Processing Assessment	0	\$74.00
Standard Motor Skills Assessment	0	\$86.00
Standard Visual Perception Assessment	0	\$74.00
Standard Preschool Assessment	0	\$114.00
Additional Assessment Component by OT	0	\$33.00
Home Coordination by OT	0	\$114.00
Informal Fine Motor Assessment	0	\$47.00
Pre-referral Meeting by OT	0	\$114.00
Screening by MHP	0	\$150.00
Evaluation Coordination and Reporting by MHP	0	\$290.00
Review of Records by MHP	0	\$270.00
Rating Scale Assessment	0	\$150.00
Classroom Observation by MHP	0	\$135.00
Additional Assessment by MHP	0	\$270.00
Additional Requested Meetings	0	\$67.00
Bilingual Services by MHP	0	\$135.00
Home Coordination by MHP	0	\$135.00
Pre-referral Meeting by MHP	0	\$135.00
Additional Requested Paperwork	0	\$67.00
Evaluation Coordination and Reporting by MHP	0	\$290.00
Review of Records by MHP	0	\$270.00
Cognitive Select Index	0	\$135.00

Service	Student Quantity/Groups	Price per Service
Processing Select Index	0	\$135.00
Achievement Select Index	0	\$135.00
Rating Scale Assessment	0	\$150.00
Classroom Observation by MHP	0	\$135.00
Achievement Standard Battery	0	\$270.00
Long Cognitive Battery	0	\$270.00
Additional Assessment by MHP	0	\$270.00
Processing Standard Battery	0	\$270.00
Additional Requested Meetings	0	\$67.00
School Psych Consultation	0	\$78.00
Bilingual Services by MHP	0	\$135.00
Short Cognitive Battery	0	\$135.00
Spanish Select Index	0	\$300.00
Spanish Battery	0	\$390.00
Screening by MHP	0	\$150.00
Home Coordination by MHP	0	\$135.00
Pre-referral Meeting by MHP	0	\$135.00
Additional Requested Paperwork	0	\$67.00

Document Camera	\$85.00 (each)
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## Service Order

Contracted Students	35
---------------------	----

Assessments Commitment	0
------------------------	---

Psychoeducational Assessment Commitment	\$0.00
---	--------

Monthly Commitment*	\$5,733.00	74 hours at \$78.00
December Commitment*	\$3,822.00	49 hours at \$78.00

\*This is the monthly minimum amount you will be invoiced during the contracted period.

Service Order Term	June 1, 2022 through August 31, 2022
--------------------	--------------------------------------

# Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement"). To the extent there is any conflict between this Service Order and the Agreement, this Service Order shall govern. The terms of this Service Order are confidential information.

The parties have executed this Service Order as of the date of the last signature ("Service Order Effective Date").

PresenceLearning, Inc.	Customer
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

## MASTER SERVICES AGREEMENT

This Master Services Agreement ("MSA") is entered into as of the date of the last signature set forth on the signature page attached hereto ("Effective Date"), by and between PresenceLearning, Inc., a Delaware corporation with a place of business located at 530 Seventh Ave, Suite M1, New York, NY 10018 ("PresenceLearning"), and the undersigned customer ("Customer"). Each of PresenceLearning and Customer may individually be referred to as a "Party" and collectively referred to as the "Parties".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PresenceLearning and Customer, hereby agree as follows:

**1. Structure of the Agreement.** This MSA shall apply each time Customer engages with PresenceLearning for the provision of services and/or products ("Services"). The Services shall be described in one or more schedules (each, a "Schedule"), service orders (each, a "Service Order"), and/or exhibits (each, an "Exhibit"), each of which shall reference this MSA and, with respect to each Schedule or Service Order, shall be executed by the Parties. Each Schedule, Service Order, and Exhibit entered into or delivered hereunder (each an "Incorporated Document", and collectively, "Incorporated Documents") may provide additional terms and conditions related to the Services. This MSA and the Incorporated Documents are collectively referred to herein as the "Agreement". In the event of a conflict between the terms of this MSA and the terms of any Incorporated Document, the terms of the MSA shall control; provided, however, that the Parties may in any Incorporated Document specifically (i.e., with reference to the MSA) agree to: (a) exclude or except an otherwise controlling provision of this MSA; (b) adopt a clause or provision to apply in lieu of an otherwise controlling provision of this MSA; or (c) reference a governing external code, document, or standard that will apply in lieu of any otherwise controlling provision of this MSA (or any Incorporated Document).

**2. Fee and Payment Terms.** Customer shall pay all fees (collectively, "Fees") specified in the Schedule or Service Order for the Services being purchased. Fees are due and payable thirty (30) calendar days from date of invoice, unless specified otherwise in a Service Order. Customer may dispute an invoice no later than twenty (20) calendar days from the date of the invoice. The Parties will work together in good faith to resolve any disputes as soon as possible. Upon resolution, Customer shall remit the amount owed within ten (10) calendar days. Customer is responsible for all taxes, except for taxes on PresenceLearning's income, unless Customer provides a state tax exemption certificate. If Customer does not submit a tax exemption certificate to PresenceLearning, Customer will be invoiced for any applicable taxes.

**3. Term; Termination; Effects of Termination.**

**3.1. Term.** The term of this MSA commences on the Effective Date and continues until terminated by either party pursuant to Section 3.2 (such period, the "Term"). Each Incorporated Document shall have the term specified therein.

**3.2. Termination.** This MSA or any Incorporated Document may be terminated: (a) by either Party without cause upon thirty (30) calendar days prior written notice to the other Party; (b) by PresenceLearning upon any failure of Customer to pay when due any Fees (as defined in Section 2) if such Fees are not being disputed in good faith in accordance with Section 2 and such failure continues uncured for a period of thirty (30) calendar days after PresenceLearning provides written notice of the non-payment; provided, however, that in lieu of terminating the MSA or any Incorporated Document, PresenceLearning may, at its sole option, suspend Services, in whole or in part; (c) by either Party with cause upon a non-payment related material breach of the Agreement by the other Party which breach is not cured within fifteen (15) calendar days after the breaching Party receives written notice of the breach from the non-breaching Party; or (d) immediately if the other Party becomes insolvent or declares bankruptcy.

**3.3. Effects of Termination.** Upon the termination of the MSA or the expiration or termination of any Incorporated Document for any reason, (a) all Fees owed to PresenceLearning that accrued before such termination or expiration will be immediately due and payable, except for any such amounts being disputed in good faith by



Customer in accordance with Section 2 and (b) Customer shall not be entitled to a refund for any annual Fees paid by Customer prior to the date of termination of the MSA or any Incorporated Document.

#### **4. Services; Platform; Platform Specifications.**

4.1. Services. PresenceLearning shall provide Customer with the Services and technical support set forth on each Service Order.

4.2. Platform. All Services shall be delivered via PresenceLearning's proprietary cloud-based platform (together with any components, software, or related documentation, the "Platform"). The applicable license granted by PresenceLearning to Customer with respect to Platform usage will be as set forth in the applicable Service Order.

4.3. Platform Specifications. The Platform is a cloud application. In order to access the Platform, a user must have a computer with a dual core processor and 2 GB RAM that has the ability to support a headset and microphone and a broadband internet connection with a minimum of 500 kbps (or higher) with upload and download speeds of 1mbps (or higher). PresenceLearning will provide technical support on weekdays between the hours of 8:00AM and 8:00PM (Eastern time). Customer may purchase required equipment from PresenceLearning pursuant to the terms and conditions set forth on the Equipment Schedule. Additional information regarding Platform specifications can be found at: <https://www.presencelearning.com/tech-requirements/>

#### 4.4. Platform Restrictions.

4.4.1. Customer shall not for itself or through a third party (and shall ensure that its authorized users and students do not): (i) translate, reverse engineer, decompile, or disassemble the Platform, or by any other method attempt to derive source code to the Platform; (ii) sublicense, rent, lease, loan, assign, transfer, share, or resell the Platform; (iii) make the Platform available to third parties; (iv) create derivative works based on the Platform, or use the Platform for any purpose other than as provided for in this Agreement (including, without limitation, altering any notices of intellectual property or other proprietary rights); or (v) make copies of documentation contained within the Platform.

4.4.2. If Customer breaches the terms of this Agreement or if Customer or any of its authorized users or students misuse the Platform or violate any laws with respect to the Platform, PresenceLearning may terminate or suspend Customer's and its authorized users' and students' access to the Platform and remove any material it deems offensive or in violation of this Section 4.4.2. Neither Customer, its authorized users, or customers may:

4.4.2.1. Circumvent any access or use restrictions put into place to prevent certain uses of the Platform or areas of the Platform or attempt to disable, impair, or destroy the Platform by, among other things, uploading, transmitting, storing, or making available any materials that contain any viruses, malicious code, malware, or any components;

4.4.2.2. Engage in behavior that violates any copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, or any other proprietary rights of any third party;

4.4.2.3. Upload to the Platform and/or share any material that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, hateful, or otherwise objectionable, as determined in the sole discretion of PresenceLearning, or share any of materials that sexualizes minors or that is intended to, or could potentially, facilitate inappropriate interactions with minors, or other users;

4.4.2.4. Impersonate any person or entity, or falsely state or otherwise misrepresent their affiliation with a person or entity;

4.4.2.5. Disrupt, interfere with, or inhibit any other user from using the Platform (such as stalking, intimidation, harassment, or incitement or promotion of violence or self-harm);

4.4.2.6. Engage in chain letters, junk mails, pyramid schemes, phishing, spamming, fraudulent activities, send unsolicited messages, or place any advertisements of any products or services in the Platform; or

4.4.2.7. Take photos or screenshots of the Platform and/or post on social media or engage in any other behavior that violates the confidentiality of Platform.

**5. Parties' Proprietary Rights; Use of Customer Intellectual Property; Content Restrictions; Removal of Content; Other Rights.**

5.1. **Parties' Proprietary Rights.** PresenceLearning owns all right, title, and interest in and to the Platform and retains all rights and title to all proprietary content in the Platform, including therapy playlists and related documents and content, and retains all right, title and interest to any work product or other intellectual property developed and/or created by, or on behalf of, PresenceLearning (collectively, "PresenceLearning Intellectual Property"). Customer owns all right, title, and interest in and to any Customer proprietary content (collectively, "Customer Intellectual Property").

5.2. **Use of Customer Intellectual Property.** During the Term, Customer grants to PresenceLearning, solely in connection with PresenceLearning's performance of its obligations hereunder, a non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use Customer Intellectual Property that is uploaded to the Platform. Further, by uploading Customer Intellectual Property to the Platform, Customer and its authorized users of the Platform grant PresenceLearning a perpetual, non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use the materials.

5.3. **Other Rights.** Customer grants to PresenceLearning the limited right to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a customer in promotional materials. Customer may revoke this grant at any time by notifying PresenceLearning in writing and such revocation will be effective within fifteen (15) calendar days of the receipt of the notice.

**6. Confidentiality.**

6.1. **Confidential Information.** All information disclosed by one Party (in such capacity, the "Disclosing Party") to the other Party (in such capacity, the "Receiving Party") during the Term that is either identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, whether in oral, written, graphic or electronic form, shall be deemed to be "Confidential Information."

6.2. **Exceptions.** Information will not be considered Confidential Information if the information is or was: (i) publicly available through no act or omission of the Receiving Party; (ii) in the Receiving Party's lawful possession prior to disclosure by the Disclosing Party and not obtained either directly or indirectly from the Disclosing Party; (iii) lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (iv) independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information.

6.3. **Nondisclosure.** The Parties agree, that during the Term and for a period of one year thereafter (or, as applicable, with respect to Confidential Information that is a trade secret, indefinitely) after its termination, to hold each other's Confidential Information in confidence and not to disclose such information in any form to any third party without the express written consent of the disclosing party, except to employees, subcontractors, or agents (collectively, "Representatives") who are under a written non-disclosure agreement protecting the applicable Confidential Information in a manner no less restrictive than this Agreement. Each Party shall remain responsible for any breaches of this Section 6.3 by any of such Parties' Representatives.

**7. Clinician Conversion; Conversion Fee.**

7.1. **Clinician Conversion.** During the Term of this Agreement, Customer may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any PresenceLearning clinician except in accordance with the terms set forth in this Section 7.

7.2. **Conversion Fee.** Customer shall notify PresenceLearning of its intent to offer employment to any clinician not less than ten (10) calendar days prior to offering such employment (any clinician that accepts such offer of employment, a "Converted Clinician"). Upon the date a Converted Clinician commences employment with Customer (the "Conversion Effective Date"): (i), upon Customer's agreement to the terms set forth in the Platform License Schedule, Customer shall be granted one Teletherapy Essentials subscription to provide the Converted Clinician with the technology, training, technical support, and clinical resources to utilize the Platform as a remote employee of Customer through the expiration of the Service Order (the subscription may be extended for additional periods for an additional fee) and for the remainder of the term of the Service Order the Converted Clinician shall

have access to, or continue to have access to, as the case may be, the assessments applicable to the Converted Clinician's discipline, and (ii) Customer shall pay PresenceLearning the applicable fee set forth below (such fee, the "Conversion Fee"):

#### Calculation of Conversion Fee

Conversion Effective Date:	Conversion Fee:
July 1 <sup>st</sup> – September 30 <sup>th</sup>	\$20,000.00
October 1 <sup>st</sup> – December 31 <sup>st</sup>	\$15,000.00
January 1 <sup>st</sup> – March 31 <sup>st</sup>	\$10,000.00
April 1 <sup>st</sup> – June 30 <sup>th</sup>	\$5,000.00

### 8. Customer Data; State Privacy Laws; FERPA; HIPAA.

8.1. Customer Data. Customer retains all rights, in and to all data, files, information, provided by Customer or its authorized users to PresenceLearning.

8.2. State Privacy Laws. PresenceLearning is, and at all times has been, in material compliance with all applicable state laws, rules, and regulations relating to privacy, data protection, and the collection and use of personal information collected, used, and held for use by PresenceLearning.

8.3. FERPA. In connection with the performance of Services, PresenceLearning may have access to education records ("FERPA Records") that are defined in and subject to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, et seq. and related regulations ("FERPA"). To the extent that PresenceLearning has access to FERPA Records, PresenceLearning is deemed a "school official" and may use FERPA Records solely for the specific "legitimate educational purposes" as defined under FERPA.

8.3.1. PresenceLearning represents, warrants, and agrees that PresenceLearning will: (i) hold FERPA Records in strict confidence and will not use or disclose FERPA Records without the prior written consent of the appropriate parent or eligible student, except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by Customer in writing; (ii) safeguard FERPA Records according to commercially reasonable administrative, physical, and technical standards that are no less rigorous than the standards by which PresenceLearning protects its own Confidential Information; and (iii) continually monitor its operations and take any action necessary to assure that FERPA Records are safeguarded in accordance with the terms of this Agreement. PresenceLearning's policy may be accessed on <https://www.presencelearning.com/about/ferpa/>.

8.3.2. If any person(s) seeks access to any FERPA Records, PresenceLearning will immediately inform Customer of such request in writing. PresenceLearning shall not disclose any FERPA Records without the prior written authorization of an authorized representative of Customer; if the request for access is pursuant to a court order or lawfully issued subpoena, PresenceLearning shall immediately provide Customer with a copy of such court order or subpoena, and must comply with FERPA notification requirements to the parents and/or eligible students.

8.3.3. If PresenceLearning experiences a security breach concerning any FERPA Records relating to Customer, PresenceLearning will notify Customer in a timely manner and take immediate steps to limit and mitigate such security breach as reasonably as possible.

8.3.4. Upon expiration or termination of this Agreement, PresenceLearning shall return and/or destroy all FERPA Records received pursuant to this Agreement as directed by Customer, provided that PresenceLearning shall not be required to destroy copies of any computer records or files containing the FERPA Records which have been created pursuant to automatic archiving or back-up procedures and which cannot reasonably be deleted.



8.4. **HIPAA.** Student records that are disclosed to PresenceLearning by Customer and maintained within Platform are by definition “education records” under FERPA and not “protected health information” under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Because student health information in education records is protected by FERPA, the HIPAA Privacy Rule excludes such information from its coverage. See the exception paragraph (2)(i) in the definition of “protected health information” in the HIPAA Privacy Rule at 45 CFR § 160.103. See, also, Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records.

#### 9. **Indemnification.**

9.1. **Indemnification by Customer.** Unless prohibited by law or school district regulations, Customer shall indemnify and hold PresenceLearning harmless against any and all claims, demands, damages, liabilities and costs (including reasonable attorney’s fees) incurred by PresenceLearning or its Representatives which (a) result from, or arise in connection with, (i) any breach of Customer’s obligations or representations under this Agreement or (ii) a negligent act or omission or willful misconduct of Customer, its agents, or employees, pertaining to its activities and obligations under this Agreement, and/or (b) resulting from, arising out of, or relating to any third party lawsuit or proceeding brought against PresenceLearning due to (x) Customer’s or its authorized users’ posted and uploaded content, (y) Customer’s or its authorized users’ illegal behavior or conduct, or (z) Customer’s or its authorized users’ use of the Platform or any PresenceLearning property in any manner inconsistent with or in breach of this Agreement (collectively, “PresenceLearning Indemnifiable Claims”), including reasonable costs incurred in connection with preparing to defend against any PresenceLearning Indemnifiable Claims.

9.2. **Indemnification by PresenceLearning.** PresenceLearning shall indemnify and hold Customer and its Representatives, harmless against any and all claims, demands, damages, liabilities and costs (including reasonable attorney’s fees) incurred by Customer which, directly or indirectly, result from, or arise in connection with, any negligent act or omission or willful misconduct of PresenceLearning, its agents, or employees, pertaining to PresenceLearning’s activities and obligations under this Agreement (collectively, “Customer Indemnifiable Claims”), including reasonable costs incurred in connection with preparing to defend against any Customer Indemnifiable Claims.

9.3. **Conditions of Indemnification.** The obligations set forth in Sections 9.1 and 9.2 are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

#### 10. **Limitation of Liability.**

10.1. **DAMAGE DISCLAIMER.** EXCEPT AS PROVIDED BELOW IN THIS SECTION 10, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. **GENERAL DAMAGE CAP.** EXCEPT AS PROVIDED ELSEWHERE IN THE AGREEMENT, IN NO EVENT SHALL PRESENCELEARNING BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES OR LOSSES IN EXCESS OF THE GREATER OF THAN THE AMOUNT CUSTOMER PAID FOR SERVICES DURING A THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW EVEN IF (A) A REMEDY DOES NOT FULLY COMPENSATE CUSTOMER FOR ANY LOSSES OR (B) PRESENCELEARNING KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES.

11. **Disclaimer of Warranties.** Except as otherwise set forth herein, the Services and Platform are provided “as is” without any warranty and, except as provided herein, PresenceLearning expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Further, PresenceLearning disclaims any warranty that the Platform will meet

Customer's requirements or will be constantly available, uninterrupted, timely, secure, or error-free. In addition, PresenceLearning disclaims all liability for any actions resulting from Customer's use of the Platform. Customer understands that Customer's use and access to the Platform is at Customer's own discretion and risk, and Customer is solely responsible for any damage to computer systems or loss of data that results from such use. If Customer's users post or upload materials to the Platform user-generated library, PresenceLearning is not responsible for any loss, corruption, damage, deletion of the materials.

## **12. Representations and Warranties.**

12.1. Power and Authority. Each Party represents that it has the full right, power, and authority to enter into this Agreement.

12.2. Platform Performance. Customer agrees and acknowledges that Customer has assessed the Platform's necessary specifications, performance, functionality, access to, and availability, and found it suitable for Customer's needs and requirements.

12.3. Uploaded Materials. Customer, for itself and on behalf of its authorized users, asserts that the party uploading materials to the Platform has all rights necessary to upload, share, and grant the rights set forth in this Agreement for all the materials.

12.4. Safety of Platform. PresenceLearning warrants to Customer that PresenceLearning has used commercially reasonable efforts to prevent the introduction of, and to the knowledge of PresenceLearning, the Platform does not contain any, software viruses, time or logic bombs, trojan horses, worms, timers or clocks, trap doors or other malicious computer instructions, devices, or techniques.

## **13. Miscellaneous.**

13.1. Compliance with Laws. Each Party shall comply with all laws, rules and regulations, if any, applicable to it in connection with the performance of its obligations under the Agreement.

13.2. Competitors. Customer agrees, and will ensure its authorized users' and student's compliance, to not share or make available the Platform or PresenceLearning Property to a competitor of PresenceLearning.

13.3. Survival. Sections 2, 4.4, 5.1, 9 –11, and 13 will survive expiration or termination of this Agreement.

13.4. Amendments and Modifications. Any amendment and modifications to this Agreement must be in writing, reference the Agreement, and be executed by both Parties.

13.5. Third Party Beneficiaries. This Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights to any third party.

13.6. Assignment. Customer shall not assign or otherwise transfer its rights or delegate its obligations under the Agreement, in whole or in part, without the prior written consent of PresenceLearning and any attempt to do so will be null and void. PresenceLearning may assign or transfer its rights to an affiliate or to a third party due to a merger, consolidation, change of control, sale of all or substantially all of its securities or assets, contract, management agreement, or otherwise.

13.7. Force Majeure. Neither Party shall be liable for failing or delaying performance of its obligations (except for the payment owed for services rendered) resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood, epidemics, pandemics or other acts of God, labor conditions, power failure, and Internet disturbances. PresenceLearning will not be responsible for receiving data, queries, or requests directly from Customer's authorized users, student users, or any other third party, or for the transmission of data between Customer's authorized users or student users and the Platform.

13.8. No Waiver. The failure to require performance of any provision of this Agreement shall not affect a Party's right to require performance at any time thereafter; nor shall any waiver of a breach of any provision constitute a waiver of the provision itself.

13.9. Notices. All notices relating to this Agreement must be in writing, sent by postage prepaid first-class mail, courier service, or via email: To PresenceLearning, Inc., 530 Seventh Ave, Suite M1, New York, NY 10018, Attn: Legal Department or via email at legal@presencelearning.com. To Customer: Notices will be sent to the physical or email address provided to PresenceLearning, or by other legally acceptable means.

13.10. Independent Contractors. The Parties are and shall remain independent contractors and nothing in this Agreement shall be deemed to create any agency, partnership, or joint venture relationship between the Parties. Neither Party shall be deemed to be an employee or legal representative of the other nor shall either Party have any right or authority to create any obligation on behalf of the other Party.

13.11. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be confidential and conducted in the English language before a single neutral arbitrator to be selected by AAA. The place of arbitration shall be mutually agreed upon by the Parties.

13.12. Entire Agreement. This Agreement, including any Incorporated Documents, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all other prior agreements and understandings, both written and oral, between the Parties.

13.13. Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement are governed by the law of the state the Customer is located.

13.14. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A facsimile, PDF, or other electronic signature of this Agreement shall be valid and have the same force and effect as a manually signed original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

<b>PRESENCELEARNING, INC.</b>	<b>Customer:</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

## EQUIPMENT SCHEDULE

This Equipment Schedule (the “Schedule”) is incorporated and made part of the Master Services Agreement (the “MSA”) between PresenceLearning and Customer and lists the terms and conditions upon which Customer may purchase hardware, test kits, and materials (collectively “Equipment”) from PresenceLearning. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. **Hardware Available for Purchase.** Customer may, at Customer’s option, purchase the hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	\$49.00
ANDREA Over Ear USB headset	\$29.00
ANDREA 455 Stereo headset	\$25.00
ANDREA Y-100B Splitter	\$5.00
ANDREA USB Sound Card Adapter	\$14.00
Document Camera	\$85.00

Customer is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided in Section 8 hereof.

2. **WISC-V Kits.**

- 2.1 Purchase of WISC-V Kits. If Customer may access WISC-V assessments, Customer may purchase WISC-V test kits (each, a “Kit”) from PresenceLearning. Kits are not included in the price of the assessments. Each Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V assessments. Prices of the Kits will be reflected in the Service Order entered into at the time the Kits are to be purchased.

WISC-V	Price per unit
WISC-V Stimulus Book	\$11.00
WISC-V Blocks	\$46.00

- 2.2 Tracking and Return of Kits. Customer understands and acknowledges that the Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Kit from each student that received one. After a Kit has been used by a student, Customer must arrange for the return of the Kit directly to Customer. On a quarterly basis, Customer will acknowledge and confirm to PresenceLearning that the Kits are in Customer’s possession (in a mutually agreed upon manner). At no time will a Kit remain in the possession of a Customer’s student once it has been used.

3. **Delivery and Delivery Address; Title; Risk of Loss.**

- 3.1 Delivery and Delivery Address. PresenceLearning will ship Equipment to the addresses provided by Customer. Customer is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If Customer provides an incorrect address, then Customer will purchase replacement Equipment that will be delivered to the correct address. If Equipment is misdelivered due to PresenceLearning’s error, PresenceLearning will promptly ship replacement Equipment to the correct address at no cost to Customer.
- 3.2 FOB. PresenceLearning shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to Customer upon delivery.
- 3.3 Delivery Dates. All delivery dates are approximate. PresenceLearning shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.
- 3.4 Received and Accepted. Equipment is deemed received and accepted upon delivery to the address provided by Customer.

4. **Inspection of Goods.** Customer has the right to examine the Equipment upon receipt and has 3 days in which to notify PresenceLearning of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to PresenceLearning in accordance with accepted trade practices.
5. **Fees; Payment.** Customer agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. Customer is responsible for all taxes and shipping, which fees may vary based on shipment destination.
6. **Disclaimer of Warranty.** PresenceLearning is not the manufacturer of the Equipment and the Equipment is being sold "as is," and PresenceLearning disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.
7. **Delay or Failure to Perform.** PresenceLearning will not be liable to Customer for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of PresenceLearning's control. PresenceLearning shall notify Customer immediately upon realization that it will not be able to deliver the Equipment as promised.
8. **Suggested Hardware Specification.** The following is a list of suggested hardware and specifications for use in clinical services.

Hardware Type	Requirements	Suggested Brand	Suggested Model
Webcam with tripod	<ul style="list-style-type: none"> <li>• Attachable tripod</li> <li>• Video resolution 1920X1080</li> <li>• Auto focus</li> <li>• Field of View = 65°</li> </ul>	N/A	N/A
Headset	<ul style="list-style-type: none"> <li>• Noise-canceling microphone</li> <li>• 40mm stereo speakers with deep bass sound deliver crystal clear audio</li> </ul>	ANDREA	EDU-455 STEREO HEADSET
Headset USB	<ul style="list-style-type: none"> <li>• Noise-canceling microphone</li> <li>• 40mm stereo speakers with deep bass sound deliver crystal clear audio</li> </ul>	ANDREA	OVER EAR USB NC-455VM
Splitter	<ul style="list-style-type: none"> <li>• Splitter cable allows you to connect 2 headphones simultaneously to your computer so parents and providers can monitor and listen to what the student is hearing</li> </ul>	ANDREA	Y-100B
Sound card	<ul style="list-style-type: none"> <li>• External USB headset adapter with CD quality digital sample rates</li> <li>• Bypasses a computer's sound system, creating superior low-noise audio</li> </ul>	ANDREA	EDU-USB PL-CS-PRESENCE
Document camera	<ul style="list-style-type: none"> <li>• Capture images of A4 and US letter pages</li> <li>• Built-in LED lights</li> </ul>	HUE	HD Pro Camera



## CLINICAL SERVICE SCHEDULE

This Clinical Service Schedule ("Clinical Service Schedule") is incorporated and made part of the Master Services Agreement ("MSA") between PresenceLearning and Customer and lists the terms and conditions for Clinical Services. Capitalized terms not defined in this Clinical Service Schedule shall have the meaning set forth in the MSA. In the event of a conflict between this Clinical Service Schedule and the MSA, unless specifically referenced herein, the MSA shall govern.

1. **Clinical Services.** This Clinical Service Schedule lists the clinical discipline of the services Customer may purchase, referenced by discipline type, which services may be purchased on an hourly or annual basis (other fees may apply), and include direct clinical therapy, indirect clinical services, IEP development, and attendance to meetings (collectively, "Clinical Services").
2. **Fee and Payment Terms.** Customer shall pay all Fees specified in the applicable Service Order for Clinical Services. Fees are due and payable net thirty (30) days from date of invoice. Fees for Clinical Services include the use of Platform for Customer's student users and staff (collectively, "Authorized Users").
  - 2.1. Hourly Service Fee. If applicable, the Service Order may specify an Hourly Service Fee for a particular discipline (SLP, OT, BMH), which is based on a per hour, per Clinician pricing.
  - 2.2. Annual Service Fee. If applicable, the Service Order may specify an Annual Service Fee for a particular discipline (SLP, OT, BMH), which is based on the student group size and therapy hours (the assumptions will be listed in the Service Order). If Customer makes any changes to the student group size or therapy hours, PresenceLearning may make a pricing adjustment to the Annual Service Fee.
  - 2.3. Student Administrative Fee. If applicable, the Service Order may specify a Student Administrative Fee that will be billed in the first invoice of the Service Order Term (as such term is defined in the Service Order) and any Renewal Term on a per student, per service basis. At any time during the Service Order Term, if students are added to receive a Service, Customer will be billed a Student Administrative Fee for those students during the month the services start.
  - 2.4. Service Coordination Fee. If applicable, the monthly invoice for Services may include a Service Coordination Fee, which will be billed per hour, and will include parent outreach, case management, and other services not included in Clinical Services.
  - 2.5. Monthly Commitment. If applicable, Customer will be responsible for a minimum dollar payment each month during the Service Order Term regardless of caseloads or absences ("Monthly Commitment"). A Monthly Commitment will not be charged for (i) the month in which Services begin, or (ii) the last month of Services. If Customer's fees are less than the Monthly Commitment, Customer will be billed the difference on a quarterly basis. For the month(s) exempt from a Monthly Commitment, Customer shall pay the total Fees incurred for the month.
  - 2.6. Unplanned Student Absence Fee. If Customer cancels a session with less than 24 hours advance notice, a session does not occur due to a student absence, or if a student fails to attend a session (each such instance, an "Unplanned Student Absence"), Customer agrees to pay Contractor (i) if the Unplanned Student Absence is from a therapy session, the applicable rate for the duration of such therapy session or (ii) if the Unplanned Student Absence is from an assessment, the applicable fee shall be \$20.00 for an SLP assessment, \$20.00 for an OT assessment, or \$30.00 for a BMH assessment. If Customer has agreed to be billed for a minimum number of hours in a period, e.g., one week, the duration of the session shall be applied toward such minimum for the period in which the session was scheduled to occur.
  - 2.7. Contracted Students. If applicable, the Service Order may specify the number of students for whom Customer has purchased Services.
3. **Platform Access and Use.** The Clinical Services are provided and delivered through the Platform. The Platform enables engagement between Authorized Users, Customer's support staff and administrators overseeing the Services (collectively, "Staff"), and PresenceLearning's clinical providers (each, a "Clinician", and, collectively, "Clinicians"). During the Service Order Term, PresenceLearning grants Customer, its

Authorized Users, and Staff a limited, non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free, right and license to use and display the Platform.

**4. Clinicians.**

4.1. Credentials and Clearances. For each Clinician assigned to Customer, PresenceLearning has verified clinicians' qualifications to provide SLP, OT, or BMH services, as applicable, within the Customer's state. If Customer requires additional verifications or credentials (such as district fingerprinting or Board of Education certifications) Customer must inform PresenceLearning and provide all necessary information or instructions with respect to such additional verifications or certifications to PresenceLearning in a timely manner.

4.2. Background Checks. PresenceLearning conducts yearly background checks, which include criminal background checks and Registered Sex Offender registry checks, on all its employees and Clinicians. If Customer requires additional clearances such as FBI Fingerprinting, then Customer will provide all necessary information or instructions with respect to such additional clearances to PresenceLearning in a timely manner.

5. **Included Hardware.** In connection with the provision of the Clinical Services, Customer may, at Customer's option, be provided with the following hardware at no additional cost (Customer may purchase additional equipment from time to time pursuant to the terms set forth in the Equipment Schedule attached to the MSA):

- Webcam: 1 for every 40 students
- Headset: 1 for every 10 students
- Headset USB: 1 for every 10 students
- Splitter: 1 for every 10 students.

## PLATFORM LICENSE SCHEDULE

This Platform License Schedule ("Platform License Schedule") is incorporated and made part of the Master Services Agreement ("MSA") between PresenceLearning and Customer and lists the terms and conditions for the Platform License. Capitalized terms not defined in this Platform License Schedule shall have the meaning set forth in the MSA. In the event of a conflict between this Platform License Schedule and the MSA, unless specifically referenced herein, the MSA shall govern.

1. **DEFINITIONS.** With respect to all Services provided pursuant to this Platform License Schedule, the following terms shall have the meanings set forth below:

"Authorized Users" or "Authorized User" means Customer's teachers and staff who are recruited, managed, and employed or contracted by Customer, and for whom a license is purchased.

"Clinical Workshops" means access to the following workshops as shall be set forth in the Service Order:

- Clinical Workshops for Speech-Language Pathologists;
- Clinical Workshops for Occupational Therapists;
- Clinical Workshops for School Psychologists and Behavioral & Mental Health Professionals; and
- Clinical Workshops for Educators and Support Personnel.

"Improvement" means any invention, modification, addition, derivative work, enhancement, revision, translation, abridgment or expansion to or arising from a work, or any other form in which a work or any part thereof, may be recast, transformed, or adapted.

"Library" means licensed and user-generated content available to Authorized Users in the Platform.

"Personal Information" and/or "PI" means information that can identify a specific individual.

"Student Data" means any PI belonging to a Student User.

"Student User" or "Student Users" means the Customer's students currently enrolled at Customer's organization.

"Telehealth Institute" means proprietary self-guided training modules.

"Therapy Room" means a clinician-specific web-based online room on the platform only accessible by specific link controlled by the clinician to whom a virtual therapy room is assigned.

## 2. **LICENSE.**

- 2.1 **License Grant.** During the Service Order Term (as such term is defined in the Service Order), PresenceLearning grants to Customer a limited, non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free, license for each Authorized User to use and display the Platform (the "License").
- 2.2 **Business Use.** Customer agrees that it will inform and instruct its Authorized Users that the Platform and PresenceLearning Intellectual Property are solely and exclusively to be used for the benefit of the Customer and Customer's Student Users ("Business Use"). Authorized Users may not use the Platform or any PresenceLearning Intellectual Property for personal or independent business purposes. The use of the Platform and/or PresenceLearning Intellectual Property for any purpose other than Business Use will constitute cause for immediate termination of this Platform License.
- 2.3 **Disclosure of Improvements and Developments.** Unless otherwise provided herein, PresenceLearning will have no obligation to disclose to Customer any Platform Improvements.
- 2.4 **Acknowledgements.** Customer acknowledges and agrees that PresenceLearning is in the business of commercially licensing the Platform and providing services relating to the Platform to third parties and that the Platform may contain errors. PRESENCELEARNING SHALL NOT HAVE ANY DUTIES OR RESPONSIBILITIES OTHER THAN THOSE SPECIFICALLY SET FORTH IN THE INCORPORATED DOCUMENTS AND NO IMPLIED OBLIGATIONS SHALL BE READ INTO THE INCORPORATED DOCUMENTS.



3. **PLATFORM FEES.** The Annual Fee for use of the License shall be set forth in the Service Order and is nonrefundable and payable within thirty (30) days of the signing of the Platform License Schedule.
4. **SERVICE OPTIONS.** All users must complete the web-based, self-guided Therapy Foundations training in order to obtain access to Platform.

**Teletherapy Administrator Access:** Customer will receive one Administrator license to the Platform, which includes the following:

- Access to the web-based training materials, live training, and support resources (collectively, "Administrator Training").
- Customer-specific administration page;
- Access to a Therapy Room (for demonstration purposes);
- Access to Telehealth Institute; and
- Administrator dashboard.

**Therapy Essentials for Speech-Language Pathologists**

Administrator Training and Clinical Workshops (collectively, "User Training Content").

**Therapy Essentials for Speech-Language Pathologists Plus Assessments**

User Training Content

Speech-Language Therapy Assessments listed on Exhibit 1 to Platform License Schedule

**Therapy Essentials for Occupational Therapists**

User Training Content

**Therapy Essentials for Occupational Therapists Plus Assessments**

User Training Content

Occupational Therapy Assessments listed on Exhibit 1 to Platform License Schedule

**Therapy Essentials for Mental Health Professionals**

User Training Content

**Therapy Essentials for School Psychologists**

User Training Content

**Therapy Essentials for School Psychologists Plus Assessments**

User Training Content

Psychoeducational Assessments listed on Exhibit 1 to Platform License Schedule

**Therapy Essentials for Support Staff**

User Training Content

## **EXHIBIT 1 TO PLATFORM LICENSE SCHEDULE**

### **Available Assessments**

#### **Speech-Language Assessments**

Clinical Evaluation of Language Fundamentals-5 Screener  
Clinical Evaluation of Language Fundamentals-5  
Clinical Evaluation of Language Fundamentals-5 Metalinguistics  
CELF Preschool-2  
Comprehensive Assessment of Spoken Language, 2nd Ed.  
Goldman-Fristoe Test of Articulation-3  
Arizona Articulation Phonology Scale, 4th Ed.  
Peabody Picture Vocabulary Test, 5th Ed.  
Expressive Vocabulary Test, 3rd Ed.  
Comprehensive Test of Phonological Processing, 2nd Ed.  
Gray Oral Reading Test-5  
Test of Auditory Processing-4  
Oral and Written Language Scales-2  
Clinical Evaluation of Language Fundamentals, 4th Ed., Spanish  
Expressive One-Word Picture Vocabulary Test-4: Spanish-Bilingual Edition  
Receptive One-Word Picture Vocabulary Test-4: Spanish-Bilingual Edition  
Goldman-Fristoe Test of Articulation, 3rd Ed., Spanish

#### **Psychoeducational Assessments**

Wechsler Intelligence Scale for Children-Fifth Edition (WISC-V)  
Woodcock-Johnson IV Test of Cognitive Abilities (WJ IV COG)  
Test of Auditory Processing Skills – Third Edition (TAPS-3)  
Comprehensive Test of Nonverbal Intelligence – Second Edition (CTONI-2)  
Test of Nonverbal Intelligence – Fourth Edition (TONI-4)  
Comprehensive Test of Phonological Processing – Second Edition (CTOPP-2)

#### **Academic/Achievement Assessments**

Woodcock-Johnson IV Tests of Achievement (WJ IV ACH)  
KeyMath (TM) – 3 Diagnostic Assessment  
Gray Oral Reading Tests – Fifth Edition (GORT-5)

#### **Occupational Therapy Assessments**

Motor-Free Visual Perception Test – Fourth Edition (MVPT-4)

Please note the following:

- The listed assessment will only be made available to Authorized Users with the verified clinical credentials necessary to administer the assessment and Psychoeducational Assessments will only be accessible to Authorized Users who purchase the Teletherapy Essentials for School Psychologists Plus Assessments offering;
- The Platform includes electronic versions of the applicable test stimuli and test manuals for each assessment listed below. Customer is responsible for obtaining test protocols, response booklets, equipment, or any test manipulatives that may be required to administer the assessment; and
- PresenceLearning is continuously updating its assessment offerings; therefore, the above list is subject to change.



## Live, Online Therapy Is Making a Big Difference

### Services Guarantee

We believe in building partnerships because a win for you, for the students, for the clinicians, and for eLuma creates more commitment and better student outcomes. At eLuma our commitment to excellence in process and software has enabled us to fill all job openings we contract to fill. This means your students get reliable and consistent services. And in a majority of cases we are able to get services up and running in less than 4 weeks (6 weeks during school year start).

### Opportunity

As a school administrator, you know firsthand that partnering with a dependable provider makes a world of difference. We truly care about making a difference for you, for the district, and especially for the students. Dependable tools for monitoring, transparency, and accountability bring you the greatest peace of mind. eLuma's track record fulfilling jobs we contract to fill is only one piece of the puzzle that will create more value for your district. Many students with special education needs experience great challenges academically, mentally, and socially. With the rising number of students needing mental health supports and interventions, as well as services under the Individuals with Disabilities Education Act (IDEA), there is a higher demand for therapy services, Individualized Education Program (IEP) support staff, and specialized personnel. We have to think differently if we're going to meet every child's needs. Integrating online and onsite therapy can tremendously increase the quality of therapy in your schools - even to the tune of increasing productivity by 10-15%, connecting your students with specialized and credentialed therapists, and staffing with great precision.

### What schools are saying...

1. "eLuma is awesome to work with as they leave us worry-free, and we know that all will be taken care of. Communication in a virtual world is key, and they have this mastered." Shelley, Director of Special Education
2. "My speech and OT teachers are great and they help me every week and they are so nice, kind and funny. I don't feel dumb or wrong with them. I am getting better at speech and am gaining better use of my hands!" Student
3. "I love eLuma!" Karen, Director of Special Education

### Facts

- 40+ years of research supporting online therapy
- Approval from all the major national therapy associations, including ATA, ASHA, APA, AOTA, APTA
- Three-fourths of U.S. consumers say they would use telemedicine services (source: <http://www.healthdatamanagement.com/news/telemedicine-38701-1.html>)
- 47% of school-based therapists responded that job openings were more numerous than job seekers (source: <http://www.asha.org/uploadedFiles/2014-SLP-Supply-Demand.pdf>)
- More than 7 million children are served under the Individuals with Disabilities Act every year (source: [http://nces.ed.gov/programs/digest/d13/tables/dt13\\_204.70.asp](http://nces.ed.gov/programs/digest/d13/tables/dt13_204.70.asp))

### eLuma Solutions

- Effective online therapy services for Speech Therapy, Occupational Therapy, Mental Health Services, School Psychology and Physical Therapy (select states)
- Thousands of sessions every month
- Thousands of games and resources for fun and engaging sessions
- Group and individual therapy
- Assessment, IEP management, progress reporting, meeting attendance, scheduling
- eLuma has experience with hundreds of successful implementations
- Software solutions for school staff
- Value added services to make teletherapy an easy-to-manage district program

### School Savings

- Many districts report thousands in savings



- No Travel
- No employee benefits, worker's comp, insurance
- More scheduling flexibility
- No recruiting and retention costs
- Advertising savings
- Little to no material or professional training costs
- Peace of mind

General Information

Created Date 4/5/2022 Contract 00002194  
 Expiration Date 5/4/2022 Contract Start Date 6/13/2022  
 Quote Name East Stroudsburg Area School District - Speech Contract End Date 8/26/2022  
 ESY 20222 Model Per Student  
 Quote Number 00003408

Contact Information

Prepared By John Higbee Contact Name Maria Casciotta  
 Phone (877) 496-3332 Email marialena-casciotta@esasd.net  
 Email [jhigbee@elumatherapy.com](mailto:jhigbee@elumatherapy.com)  
 Fax (877) 469-3332

Company Address 2801 N. Thanksgiving Way Bill To Name East Stroudsburg Area School District  
 Suite 170 Bill To 50 VINE ST  
 Lehi, UT 84043 EAST STROUDSBURG, Pennsylvania 18301  
 US USA

Order Details

Product	Sales Price	Discounted Price	Quantity	Total Price
Per Student Speech Therapy Subscription	\$530.00	\$530.00	35.00	\$18,550.00

Subtotal \$18,550.00  
 Discount 0.00%  
 Total Price \$18,550.00  
 Grand Total \$18,550.00

Special Terms and Conditions

\*Note: This Order Form is good through the Expiration Date listed above, and eLuma reserves the right to change the price and proposal at any time until signed.

\*\*All fees for the Therapy and Instructional Services shall be annualized and prorated based on the months remaining through the last day in June of each school year and paid monthly throughout the duration of the Term. Sales tax and credit card processing fees will be charged separately, if applicable, and are not included in the fees outlined in this Order Form.



Service Agreement

This Order Form is made in accordance with and is subject to the eLuma Services Agreement (the "ESA" and link below), and this Order Form is incorporated herein by reference as Addendum 1. The ESA is provided in conjunction with this Order Form or upon request. This Order Form and the ESA constitute the entire agreement between eLuma and Partner governing the services and products referenced above (the "Agreement"). To the extent there is any conflict between the Order Form and the ESA, this Order Form shall govern. The signatory below represents that he or she has the authority to bind Partner to the terms of this Agreement. The terms of this Order Form are eLuma confidential information.

ESA Link <https://eluma.secure.force.com/apex/termsPage?id=8004w0000017LzSAAU>

IN WITNESS WHEREOF, the undersigned attest to be duly authorized officers and have executed this Agreement as of the date first written above.

Pay annually up front and receive a 3% discount.  
(More than 40% of district administrators choose this option)

Monthly subscription paid throughout the contract term.  
Pay subscription monthly throughout term beginning with contract start date, regardless of services start date. For example, if there are 12 months in the contract term the Total Price will be divided evenly and paid over 12 months. For more details see Exhibit A Section 2 in the ESA.

Billing Contact Name

Billing Contact Email

Billing Contact Phone

eLuma, LLC

Partner

Account Name East Stroudsburg Area School District

Signature:

Email: JGLAUSER@ELUMATHERAPY.COM

Signature:

Email: marialena-casciotta@esasd.net



## AGREEMENT BETWEEN E-THERAPY AND EAST STROUDSBURG AREA SCHOOL DISTRICT

March 16, 2022

This AGREEMENT is made between East Stroudsburg Area School District (here in after referred to as "ESASD") at 50 Vine Street East Stroudsburg, PA 18301 and E-Therapy LLC at P.O. Box 93, Harrison, NY, 10528 (hereinafter referred to as "Provider") and jointly as PARTIES.

### **Provider Responsibilities:**

Provider agrees to:

- Provide direct teletherapy and indirect services which include: speech therapy, counseling, social work, occupational therapy, psychological services, and physical therapy at the rates provided on the rates page (last page).
- Submit invoices for billing
- Ensure services are delivered in accordance with the student's IEP
- Establish new educational therapy goals on an annual basis, or as required
- Provide ESASD with access to E-Therapy's STAR system for ESASD to refer students; access service session information and documentation; and access billing invoicing and billing history, and other information as applicable.

### **Confidential Information**

- ESASD and Provider understand and agree that they will not disclose any information related to the business terms of this AGREEMENT to any third party or publicly in any format, which is not already public knowledge.
- ESASD and Provider understand and agree that they will not disclose any information related to each party's operations and technology or intellectual property assets, learned over the course of doing business under this agreement to any third party or publicly in any format, which is not already public knowledge.
- This Confidential Information will continue for a period of 2 years after the termination of this AGREEMENT and will not apply to any Confidential Information that becomes public in the future.
- Confidential Information may be released pursuant to any legal requests, court orders, governmental agency/body requirements, or any other regulatory directives ESASD may be required to comply with.

### **Ownership and Intellectual Property**

ESASD understands that Provider is providing a proprietary solution and agrees that it will not copy or reproduce Provider's solution, in part or in whole, or in any form whatsoever, including for commercial purposes ESASD agrees to keep confidential any materials it receives that relate to Provider's solution, including any code, technology architecture, or any other technical or solution related operating materials.

### **Contractor Status and Applicable Law:**

ESASD and Provider understand and agree that the Provider is acting and performing as an independent contractor at all times. Provider and ESASD must fully comply with all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and the regulation of the Provider and ESASD.

### **Term:**

This AGREEMENT shall be for an initial term beginning March 16, 2022 to June 30, 2023. The AGREEMENT will automatically renew for successive periods of one year each unless

either Party gives written notice of non-renewal at least 60 days before expiration of the then-current term.

**Written Notices:**

- Written Notices directed to ESASD should be sent via Certified Mail to above address
- Written Notices directed to Provider should be sent via Certified Mail to above address

**Non-Solicitation:**

ESASD agrees to not directly hire any therapist that is contracted or has been contracted by Provider to serve ESASD in order to provide services independently of Provider during the contract and for a period of 1 year after the contract terminates.

**Transfer and Assignment:**

ESASD and Provider may assign its rights and obligations hereunder to an affiliate under common corporate control or to a company owned by any of Parties' current shareholders or to a purchaser of all or substantially all of the Parties equity and/or assets. In all other cases of Transfers and/or Assignments, ESASD and Provider shall have the right to assign any and all rights and duties acquired by it hereunder, subject to the other Party's consent, which shall not be unreasonably withheld, conditioned or delayed.

**Law of State to Govern:**

The validity, enforceability and interpretation of any of the clauses of this AGREEMENT will be determined and governed by the substantive and procedural laws of the state of Arizona.

**Scope of AGREEMENT:**

This AGREEMENT constitutes the final, complete and entire contract between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether written or oral. There are no representations or other agreements included. No supplemental modification or waiver of this AGREEMENT will be binding unless executed in writing by the parties to be bound thereby.

**Amendments:**

This AGREEMENT may be amended at any time by mutual agreement of the parties. However, before any amendment will be operative or valid, it must be in writing and signed by both the Provider and ESASD.

**Payment:**

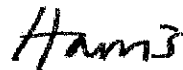
Payment will be made by ESASD within thirty (30) days of receipt of Provider's invoice. Payments made be made electronically via ACH or mailed to E-Therapy LLC at P.O. Box 93 Harrison NY10528. Late payments may be subject to a 2.5% late payment fee.

THE PARTIES execute this AGREEMENT:

By:

Printed Name:  
Title:  
East Stroudsburg Area School District  
Date:

Name: Harris Larney  
Title: Chief Executive Officer  
E-Therapy  
Date: March 16, 2022



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

### Therapy Rates

Hourly rates for Provider teletherapy services:

• Direct Therapy Services:	\$80.00 Per Hour
• Direct Group Therapy Services:	
• Groups of 2 Students:	\$120.00 Per Hour
• Groups of 3 Students:	\$160.00 Per Hour
• Indirect Therapy Services, Includes: • Case Management; consults; review of records; any other requested/required meetings and/or paperwork; and/or specific billing protocols (i.e. Medicaid if applicable)	\$80.00 Per Hour
• IEP Meeting Attendance and Writing Of The IEP, as appropriate:	\$80.00 Per Hour
• Progress Reports:	\$20.00 Flat Fee
• Student Evaluations (Report included):	\$300.00 Flat Fee
• FBA (Functional Behavior Assessment):	\$95.00 Per Hour
• Mental Health Screenings:	\$80.00 Per Hour
• Psychological Services:	\$80.00 Per Hour
• Psych Ed Assessments (Report(s) Included):	\$875.00 Flat Fee
• No-Shows:	\$80.00 Per Hour
• Cancellations less than 24 hours notice:	\$80.00 Per Hour
• An additional \$10.00 per hour for Bilingual Therapy Services and \$350.00 Flat Fee for Bilingual Evaluations (Report Included)	
• Webcams and Headphones (if requested): (\$40.00 Per Webcam / \$25.00 Headset if purchased individually)	\$65.00 Per Set



VI. RECOMMENDATIONS BY THE PROPERTY/FACILITIES  
COMMITTEE

c. Current Projects List





















Current Construction Projects

	Date	SME Gym floor Repair & Refinish Board Approved 3/21/2022 10-216-3072	Date	JMH Gym Floor Repair & Refinish Board Approved 3/21/2022 10-213-3072	Total of Current Projects
Vendor	7314	Wayfare Sports Flooring \$ 10,833.00	7314	Wayfare Sports Flooring \$ 11,154.00	
Original Bid		\$ 10,833.00		\$ 11,154.00	\$ 9,436,571.22
Change Order					\$ 39,811.00
Change Order					\$ 107,382.00
Total of Project		\$ 10,833.00		\$ 11,154.00	\$ 26,672.85
Application 1					\$ 1,117,721.91
Application 2					\$ 429,311.76
Application 3					\$ 737,499.66
Application 4					\$ 290,691.98
Application 5					\$ 294,442.78
Application 6					\$ 82,443.43
Application 7					\$ 34,229.70
Application 8					\$ 17,428.50
Application 9					\$ 18,102.15
Application 10					\$ -
Application 11					\$ -
Application 12					\$ -
Application 13					\$ -
Total Payments to Date		\$ -		\$ -	\$ 3,021,871.87
Left on Contract		\$ -		\$ -	\$ 676,725.75
Completion Percentage		0%		0%	32%
D'Huy Engineering 1446					\$ 54,307.92
					\$ 58,054.93
					\$ 70,051.43
					\$ 18,162.18
					\$ 23,978.54
					\$ 9,054.19
					\$ 19,606.82
					\$ 12,205.54
					\$ 13,520.00
					\$ 3,196.42
					\$ 2,417.97
					\$ 4,416.89
					\$ 5,632.50
					\$ 2,425.00
					\$ 450.00
					\$ 2,300.00
					\$ 4,610.00
					\$ 2,006.25
					\$ 729.25
					\$ 890.00
		\$ -		\$ -	\$ 308,015.83

VII. RECOMMENDATIONS BY THE EDUCATION PROGRAMS &  
RESOURCES COMMITTEE

- a. MAP Growth K-12 - NWEA, Quote \$33,800.00

# Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email ([jessica-newberry@esasd.net](mailto:jessica-newberry@esasd.net)) was recorded on submission of this form.

Untitled Section

Untitled Section

**FORM 611**

**EAST STROUDSBURG AREA SCHOOL DISTRICT**

**Procurement Form**

Name of Requestor \*

William Vitulli

Untitled Title

Department \*

Curriculum & Instruction

Building \*

All Elementary Buildings

What service or item are requesting \*

MAP Growth K-12 (NWEA)

Why are you requesting the service or item \*

renewal of current contract

Suggested replacement \*

single provider

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)

Cost Estimate: if over \$5,000, were three (3) quotes obtained? If yes, please list the vendor's information and quoted amount. \*

single provider

What is the total cost of the purchase? \*

\$33,800.00

Procurement Method: \*

Quote Received only one Proposal

Request for Proposal (RFP)

Bid

Other: .....

Was this purchase budgeted? \*

Yes ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

Yes

Pennsylvania State Contract

COSTARS

Keystone Purchasing Network

PEPPM National Contract Program (Technology Bidding and Purchasing)

US Communities

No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

Which Fund will be charged? \*

10

What account will be charged? \*

10-1110-650-000-10-000-004-000-0000

Selection of the winning proposal, was the lowest price selected? If not, please explain why and the process of selecting the vendor. \*

yes-single provider

Any additional information you would like to provide.

This form was created inside of East Stroudsburg Area School District.

Google Forms



Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
License Start Date: 08/01/2022
License End Date: 07/31/2023

Created Date: 03/10/2022
Quote Number: 00057465
Partner ID: 341

Prepared By: Tiffany Luther
Phone: (503) 548-5129
Email: tiffany.luther@nwea.org

Contact Name: William Vitulli
Phone: (610) 863-5550 x1701
Email: william-vitulli@esasd.net

Bill To Name: East Stroudsburg Area School District
Bill To Address: ACCOUNTS PAYABLE
50 Vine Street
East Stroudsburg, PA 18301

Ship To Name: East Stroudsburg Area School District
Ship To Address: 50 Vine Street
East Stroudsburg, PA 18301

Table with 6 columns: Product, List Price, Sales Price, Quantity, Total Price, Item Discount. Row 1: MAP Growth K-12, \$14.50, \$13.00, 2,600, \$33,800.00, -\$3,900.00

Quote Discount -\$3,900.00
Quote Subtotal \$33,800.00
Estimated Tax \$0.00
Grand Total \$33,800.00

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: https://legal.nwea.org/. By signing this Schedule A you agree you have read and understood the terms and agree to them.

General. If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at http://legal.nwea.org/supplementalterms.html.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: https://legal.nwea.org/nwea-privacy-and-security-for-pii.html

NWEA's W9 can be found at: https://legal.nwea.org/nwea-w-9.html

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: \_\_\_\_\_

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

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

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