



Activities Coordinator Contract

July 1, 2021 – June 30, 2022

This Agreement, dated _____ is between the **Bethlehem Area School District**, hereinafter referred to as the **DISTRICT**, with principal offices at 1516 Sycamore Street, Bethlehem, PA 18017 and **Communities In Schools of Eastern Pennsylvania, Inc. (CISEPA)**, and hereinafter referred to as the **PROVIDER**, with principal offices at 739 North 12th Street, Allentown, PA 18102.

WHEREAS, the **DISTRICT** wishes to purchase and the **PROVIDER** wishes to furnish the services listed

below. **NOW, THEREFORE**, intending to be legally bound, the parties hereto agree as follows:

The **PROVIDER** shall plan, implement and manage out of school time programming at Donegan Elementary School, Lincoln Elementary School and Broughal Middle School. Services are flexible to meet the changing instructional models and will continue if the **SCHOOL** shifts to a partial or full hybrid learning model(s).

- I. The **DISTRICT** shall provide at no cost to **PROVIDER**:
 - A. Mutually agreeable office space for on-site staff within assigned district building
 - B. Internet connectivity
 - C. Copier and facsimile access
 - D. A telephone
 - E. Access to Bethlehem Area School District Trainings as appropriate for designated CISEPA Staff and in coordination with District Administration
 - F. Access to school district student information through a district liaison for grant reporting requirements and student monitoring. The **PROVIDER** liaison will be the organizations Associate Vice President of Operations.
 - G. Release of staff monthly for 2 hours to participate in CISEPA related staff development & staff meetings
- II. Data Sharing

- A. For **PROVIDER** to provide the services to **DISTRICT** as contemplated herein, it may become necessary for **DISTRICT** to share certain individual-level and individually-identifiable data related to **DISTRICT'S** students, which may include personally identifiable information as defined by the Family Educational Rights and Privacy Act (20 USC §1232g et seq.) ("FERPA"). Accordingly, **DISTRICT** shall provide at no cost to **PROVIDER**, upon request, student education records, including student demographic and academic data set forth in Appendix A ("Data") from schools in the **DISTRICT** that support services are being delivered. **PROVIDER** shall ensure the confidentiality of student Data through the following methods:
1. **PROVIDER** shall comply with all state and federal laws that apply to the use and release of the Data, including but not limited to FERPA and its regulations, set forth at 34 C.F.R. § Part 99. When necessary to comply with FERPA, **PROVIDER** shall procure the consent of parents or eligible students to the release and use of the Data, and shall maintain and make written proof of parent or student consent available to the **DISTRICT**. An example of said consent form is attached hereto as Appendix B.
 2. **PROVIDER** shall restrict access to the Data only to: (i) the person or persons who provide direct services to **DISTRICT** students; or (ii) the person or persons within **PROVIDER'S** organization who have been tasked with analyzing the Data; and make those persons aware of, and agree to abide by, the terms set forth in this Agreement.
 3. **PROVIDER** shall not release or otherwise reveal, directly or indirectly, the Data to any individual, agency, entity, or third party not authorized by this Agreement, unless such disclosure is required by law or court order.
 4. **PROVIDER** shall not use Data shared under this Agreement for any purpose other than the goals outlined in this Agreement, including the following: (1) conducting needs assessments for students and schools; (2) identifying students exhibiting early warning signs of academic failure or dropout; (3) tracking academic and social resources provided to schools and students; (4) monitoring and adjusting academic and support services for students; (5) tracking student academic progress and outcomes; (6) conducting research and program evaluation of provided services and support; (7) aiding in school promotion, dropout prevention and student graduation; and (8) linking with third-party data sources such as the National Student Clearinghouse to track long-term outcomes for schools and students.
- B. As between the parties, **DISTRICT** retains all right, title, and interest in and to the Data, and **PROVIDER** acknowledges that it neither owns nor acquires any additional rights in and to the Data not expressly granted by this Agreement. **DISTRICT** hereby grants **PROVIDER** a non-exclusive, non-transferable right and license to (a) use, reformat, display, transform, and create derivative works of the Data during the Term for the limited purpose of exercising **PROVIDER'S** rights under this Agreement; and (b) on a perpetual basis (i) use, display, modify, and create derivative works of the

Data (including records) solely to create and compile Aggregate Data; and (ii) copy, display, disclose, modify and distribute Aggregate Data. "Aggregate Data" means aggregated statistics and/or data created or derived by PROVIDER from Data that is not personally attributable to or identified with any individual record owner.

- C. PROVIDER may provide DISTRICT with access to certain analytics and benchmarking data, including Aggregate Data and derivative works thereof, and other standard and/or customized reports prepared by PROVIDER for DISTRICT (all such reports, analytics, data, content, and information, "Analytics"). As between DISTRICT and PROVIDER, PROVIDER retains all right, title, and interest in and to the Analytics, including all intellectual property rights therein, except for any underlying Data therein. To the extent PROVIDER provides DISTRICT with access to any Analytics, PROVIDER hereby grants DISTRICT a limited, non-exclusive, non-transferable license, subject to the terms and conditions of this Agreement, to use and reproduce the Analytics solely for DISTRICT'S internal business use and for no other purpose. DISTRICT acknowledges that the Analytics are the confidential information of PROVIDER and contain valuable trade secrets and other intellectual property of PROVIDER and its licensors. DISTRICT agrees that it will not, and will not permit any third party to: (a) reproduce (except as expressly permitted herein), modify, translate, or create any derivative work of all or any portion of the Analytics; or (b) sell, rent, lease, distribute, sublicense, disclose, assign, transfer, or otherwise make available to any third party all or any portion of the Analytics. The foregoing restrictions will not limit how DISTRICT can use the Data to the extent it is not included in the Analytics. DISTRICT will immediately notify PROVIDER in the event of any loss or unauthorized disclosure of any Analytics.
- III. Nonsolicitation of Employees. During the term of this Agreement and continuing for twelve (12) months thereafter, DISTRICT shall not, directly or indirectly, (i) induce or attempt to induce any employee of PROVIDER to leave the employ of the PROVIDER, or in any way interfere with the relationship between PROVIDER and any employee thereof; or (ii) hire any person who was an employee of PROVIDER during the term of this Agreement; provided that the foregoing shall not be violated by (a) circumstances where an employee of a party initiates contact with the other party or any of its affiliates with regard to possible employment; or (b) general solicitations of employment not specifically targeted at employees of a party or any of its affiliates, including responses to general advertisements.
- IV. Confidentiality. The parties acknowledge that in the course of performance of this Agreement, PROVIDER may disclose to DISTRICT, or DISTRICT may otherwise become aware of, certain valuable confidential and proprietary information. Any and all information disclosed by PROVIDER which by its nature is considered proprietary or confidential, and which is disclosed to DISTRICT in any manner, shall be considered confidential information regardless of whether such information is specifically labeled as such ("Confidential Information"). DISTRICT agrees to maintain all Confidential Information received pursuant to this Agreement in confidence, with at least the same degree of care as it accords to its own confidential information, and will not disclose the same to any third party. This restriction shall not apply to any Confidential Information that: (i) becomes known generally to the public through no fault or action of DISTRICT; or (ii) is required by applicable law, legal process, or any order or mandate of a



court or other governmental authority to be disclosed; provided, however, in the case of subparagraph V(ii), **DISTRICT** shall give **PROVIDER** reasonable advance written notice of the Confidential Information intended to be disclosed and the reasons and circumstances surrounding such disclosure, in order to permit **PROVIDER** to seek a protective order or other appropriate request for confidential treatment of the applicable Confidential Information. The provisions of this Section V shall survive the termination of this Agreement.

V. Payment

The **DISTRICT** shall pay the **PROVIDER** a total of \$87,626 for services. Payment shall be made quarterly as a fixed rate of \$21,906.50. The **DISTRICT** shall make payment within forty-five (45) days of each invoice date. Should **DISTRICT** fail to make payments as required, **PROVIDER** shall have the right to suspend the services.

VII. Covenants, Representatives and Warranties.

A. The **DISTRICT** covenants, represents and warrants;

1. That the person or person signing on behalf of the **DISTRICT** are duly authorized to do so;
2. That the **DISTRICT** is in compliance with all applicable federal, state and local law especially but without limitation, all statutes, ordinances, rules and regulations, governing any and all federal and state funding of the Agreement;
3. That if the representations in Paragraph 2 above should at any time hereinafter become incorrect, the **DISTRICT** will promptly take all steps to correct the noncompliance.

B. The **PROVIDER** covenants, represents and warrants;

1. That the **PROVIDER'S** form of organization is a non-profit organization.
2. That the **PROVIDER** is duly organized, validly existing and in good standing in under the laws of Pennsylvania and validly registered to do business in the Commonwealth of Pennsylvania.
3. That the **PROVIDER**, a corporation, is entering into this Agreement in the ordinary course of its business activities.
4. That the **PROVIDER** now complies with all applicable laws in its business and activities which pertain to the performance of this Agreement.
5. That all individuals providing services by or through **PROVIDER** under this Agreement shall,



prior to beginning work, provide current background clearances as required by law, including (1) a completed Pennsylvania criminal history background check; and (2) a completed DPW child abuse clearance form; and (3) a certification on a form to be provided stating that the individual is not disqualified from employment for any reason as set forth in 24 P.S. Section 1-111.

VIII. Special Provisions

- A. It is agreed by the parties that each party will indemnify and hold harmless the other, including but not limited to, as applicable, its elected officials, its officers, employees, and agents, from any and all claims made against the other party, including but not limited to, damages, awards, costs and reasonable attorney fees, to the extent any such claim directly and approximately results from a party's breach of this Agreement or a party's wrongful, willful or negligent act. Any party receiving notice of claim for which it believes it is entitled to indemnity and/or defense agrees to give the other party prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.
 - B. Copies of all personally identifiable records of students created or maintained by PROVIDER shall be provided to the DISTRICT upon request or upon regular intervals as agreed to by the Parties.
 - C. Personnel of CISEPA agree that they will reasonably cooperate and participate, without additional cost and without the requirement of a subpoena, in any legal proceeding filed against the DISTRICT involving any student for whom CISLV has provided direct services.
 - D. Personnel from CISEPA will be knowledgeable about and adopt the Bethlehem Area School District Code of Conduct and all school district and school-based policies and procedures.
 - E. Each party will at all times during the term of this Agreement maintain liability insurance.
 - F. Both PROVIDER and DISTRICT shall abide by the provisions of the Family Educational Rights and Privacy Act (FERPA) and to the extent applicable the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- IX. Either party may terminate this Agreement at any time by providing written notice to the other Party at least sixty (60) calendar days prior to termination of the Agreement.
- X. This payment/service arrangement will continue to June 30, 2022 or until execution of a separate 2022-2023 service agreement. DISTRICT will make prompt payment.
- XI. This Agreement shall become effective upon signature of the authorized representatives of the DISTRICT and the PROVIDER. Either party may terminate this Agreement if the other defaults by sending to the other sixty (60) day's prior written notice.

Notices to the DISTRICT shall be sent addressed as follows:



DISTRICT: BETHLEHEM AREA SCHOOL DISTRICT
ADDRESS: 1516 SYCAMORE STREET
BETHLEHEM PA 18017
ATTENTION: DR. JOSEPH J. ROY, SUPERINTENDENT OF SCHOOLS

Notices to the PROVIDER shall be sent addressed as follows:

DISTRICT: COMMUNITIES IN SCHOOLS OF EASTERN PENNSYLVANIA, INC.
ADDRESS: 739 NORTH 12TH STREET
ALLENTOWN, PA 18102
ATTENTION: TIMOTHY MULLIGAN, PRESIDENT & CEO

- XII. This document, and all attachments which have been incorporated by reference, contains all the terms, provisions, and conditions of this Agreement. No term or provision may be unilaterally modified or amended. Any alteration must be reduced to writing and signed by the parties to this Agreement. Any, alteration, variation, modification or waiver of provisions of this Agreement shall be reduced to writing, approved and executed by both parties, and attached to the original Agreement. In the event any provision hereof is declared null or void, the remaining provisions of this Agreement shall remain in full force and effect.
- XIII. Force Majeure. If either party to this Agreement shall be prevented, hindered or delayed in the performance or observance of any of its obligations hereunder (except for non-payment) by reason of any act of God, natural disaster, war, riot, act of terrorism, civil commotion, explosion, fire, government action, epidemic, or other circumstance beyond its reasonable control, and such delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the party through the use of alternative sources or means, then such party shall be excused from further performance or observance of the obligation so affected for as long as such circumstances shall prevail and such party uses its diligent efforts to recommence performance or observance whenever and to whatever extent possible. The party so delayed shall immediately notify the other party and describe the circumstances causing such delay.
- XIV. Governing Law. This Agreement and its subject matter shall be governed by the laws of the Commonwealth of Pennsylvania applicable without regard to their conflict of law's provisions. Any dispute arising out of or relating to this Agreement may be resolved only by the courts of the Commonwealth of Pennsylvania or, if subject matter jurisdiction exists, by the United States federal courts, with venue in the Court of Common Pleas of Lehigh County, Pennsylvania (in the case of state court) or in the Eastern District of Pennsylvania (in the case of federal court).

IN WITNESS WHEREOF, the parties hereto have signed this

Agreement, DISTRICT: BETHLEHEM AREA SCHOOL DISTRICT

By  Date 8/9/2021
Michael E. Faccinnetto, Board President



Bethlehem Area School District, School Board President

PROVIDER: COMMUNITIES IN SCHOOLS OF EASTERN PENNSYLVANIA, INC

By: Timothy Mulligan Date 7/29/21

Mr. Timothy Mulligan

Communities In Schools of Eastern Pennsylvania, Inc., President & CEO

