

Author	Title	Copyright	ISBN	Count
Prentice Hall	Environmental Science	c2007	ISBN 0-13-201148-4	27
Prentice Hall	Environmental Science Teacher's Edition	c2007	ISBN 013-201166-2	1
Prentice Hall	Cells and Heredity	c2007	ISBN 0-13-201145X	27
Prentice Hall	Cells and Heredity- Teacher's Edition	c2007	ISBN 0-13-201166-2	1
Prentice Hall	Cells and Heredity	c2007	ISBN 0-13-201145-X	133
Prentice Hall	Life Science	c2002,2001	ISBN 0-13-062643-0	139
Prentice Hall	Cells and Heredity	c2007	ISBN 0-13-201145-X	84
Prentice Hall	Physical Science	c2007	ISBN 0-13-201252-9	280
Prentice Hall	Physical Science Teacher's Edition	c2007	ISBN 0-13-201253-7	5
Prentice Hall	Physical Science Large Print	c2002,2001	ISBN 0-13-0626-45-7	6
Prentice Hall	Series - All in one Teaching Resources Differentiated Inst.	c2007		
	Unit 1 Chapters 1-8	c2007	ISBN 0-13-190329-2	1
	Unit 2 Chapters 9-14	c2007	ISBN 0-13-190330-6	1
	Unit 3 Chapters 15-18	c2007	ISBN 0-13-190332-2	1
	Unit 4 Chapters 19-22	c2007	ISBN 0-13-190333-0	1
Prentice Hall	Guided Reading & Study Workbook-Differentiated Inst.		ISBN 0-13-190198-2	1
	Laboratory Manual-Differential Inst.-		ISBN 0-13-190200-8	1
	CD-Rom Set-		ISBN 0-13-360707-0	1
	Color Transparencies-		ISBN 0-13-126090-1	1
	Adapted Tests-Differentiated Inst.-		ISBN 0-13-166600-2	1
	Adapted Reading & Study Workbook		ISBN 0-13-166598-7	1

McGraw Hill	Interactive Study Guide - A Companion to Math Accelerated -	c 2014	ISBN 978-0-07-66448-3	74
	A Pre-Algebra Program			
McGraw Hill	Lectura Maravillas - Grade 4 <i>Teacher's Edition</i>	c 2014	ISBN 978-0-02-126462-9	30

SAMS Books to be Discarded
January 2017

No. Of Books	Title	Copy-right Date	ISBN
48	Prentice Hall, Course 3, Mathematics Pearson, Prentice Hall, Upper Saddle River, NJ 07458	2004	0-13-068555-0
12	Thorndike-Barnhart, Student Dictionary Scott Foresman, 1900 East Lake Avenue, Glenview, IL 60025	1988	0-673-12447-9
3	AGS - English To Use American Guidance Service, Inc, Circle Pines, MN 55014-1796	1998	0-7854-1450-9
1	AGS - Basic English Grammar - Teacher Edition AGS - American Guidance Service, Inc, Circle Pines, MN 55014-1796	2001	0-7854-2309-5
1	AGS - English for the World of Work, Teacher's Edition AGS - American Guidance Service, Inc. Circle Pines, MN 55014-1796	2001	0-7854-2305-2
29	Building English Skills, Red Level, McDougal, Little Company, Evanston, Illinois	1963	0-86609-077-0
1	The Elves and the Shoemaker by Brothers Grimm McNally Publisher, Rand McNally & Co, Chicago, IL	1966	
1	The Ransom of Red Chief retold by Linda Lott SRA/McGraw Hill Companies, 8787 Orion Place, Columbus, OH 43240-4027	2004	0-07-601584-X
1	On time in Orange by Rick Watson SRA/McGraw Hills Co, 8787 Orion Place, Columbus, OH 43240-4027	2004	0-07-601598-X
1	Scop English Program, Reading Anthology, Level One Scholastic Book Services, 50 West 44th Street, New York, NY 10036	1979	
1	The Wright Brothers, The Starting Point Library, People The Danbury Press,	1973	75-7417

SAMS Books to be Discarded
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6	More Twists, 18 More Tales that Take a Surprising Turn, with Exercises of Comprehension and Enrichment by Burton Goodman, Jamestown Publishers, P.O. Box 9168, Providence, RI 02940	1989	0-89061-502-1
5	Sudden Twists, 18 Tales that Take a Surprising Turn, with Exercises for Comprehension and Enrichment by Burton Goodman, Jamestown Publishers, P. O. Box 9168, Providence, RI 02940	1989	0-89061-501-2
1	Surprises, 15 Great Stories with Surprise Endings, with Exercises for Comprehension and Enrichment by Burton Goodman, Jamestown Publishers, P.O. 9168, Providence, RI 02940	1990	0-89061-675-2
1	The Deadly Diamonds by Laurence and Irene Swinburne, Steck-Vaughn Company, P.O. Box 26015, Austin, TX 78755	1977	0-8114-6856-9
1	More Surprises, 15 More Great Stories with Surprise Endings with Exercises for Comprehension and Enrichment by Burton Goodman, Jamestown Publishers, P. O. Box 9168, Providence, RI 02940	1990	0-89061-676-0
1	Spotlight on Literature, Collection 1, A Call to Courage, In the Name of Love, Facing the Challenge by Burton Goodman, Random House, Inc., New York	1980	0-394-04276-X
1	Spotlight on Literature, Collection 2, A Twist in Time, A Matter of Conscience, Sounds and Silences by Burton Goodman, Random House, Inc., New York	1980	0-394-04277-8
1	Spotlight on Literature, Collection 3, A Hidden Truth, Finding a Place in the World, Parents and Children by Burton Goodman, Random House, Inc., New York	1980	0-394-04280-8
1	Spotlight on Literature, Collection 4, Turning Points, Reflections of America, Double-Edged Dreams by Burton Goodman, Random House, Inc., New York	1980	0-394-04286-7
1	Spotlight on Literature, Collection 5, On the Run, Holding on to a Dream, Facing Death by Burton Goodman, Random House, Inc., New York	1980	0-394-04287-5

SAMS Books to be Discarded
January 2017

1	Spotlight on Literatures, Collection 6, What's in a Name? Different Drummers, A World of Words by Burton Goodman, Random House, Inc, New York	1980	0-394-04288-3
1	Skill-by-Skill Building Word Power, Skill Booster B, Modern Curriculum Press, Inc., 13900 Prospect Road, Cleveland, OH 44136	1983	0-8136-1202-0
1	Skill-by-Skill, Building Word Power, Skill Booster C, Modern Curriculum Press, Inc., 13900 Prospect Road, Cleveland, OH 44136	1983	0-1836-1203-9
1	Mysteries of the Mind by Joann A. Lawless, Steck-Vaughn Company, P. O. Box 25015, Austin, TX 78755	1977	0-8114-6859-3
1	Best Nonfiction, Middle Level, 7 Selections for Young People with Lessons for Teaching the Basic Elements of Nonfiction by Christine Lind Orciuch, Jamestown Publishers, Lincolnwood, IL	1998	0-89061-883-6
1	Happy Halloween! Things to Make and Do by Robyn Supraner, Troll Associates, Hahwah, New Jersey	1981	0-89375-420-X
1	Little Bo-Peep by Helen Wing, Rand McNally and Company, Chicago, Illinois	1966	
1	Walt Disney, Thumper's Little Sisters, A Walt Disney Beginning Reader, Volume 2, Bantam Books, Inc., 666 Fifth Avenue, New York, NY 10103	1986	0-553-05574-7
1	9, The Roberts English Series, A Linguistics Program by Paul Roberts. Harcourt, Brace & World, Inc.	1969	
1	The Green Book by Jill Paton Walsh, Farrar, Straus and Giroux	1982	86-45613
1	Building English Skills, Red Level, McDougal, Littell & Co., Evanston, Illinois	1984	0-86609-077-0
1	Reverse Dictionary by Theodore M. Bernstein, Quadrangle, The New York Times Book Co., 10 East 53 Street, New York, NY 10022	1975	
1	The Face on the Milk Carton by Caroline B. Cooney, Bantam Books, 666 Fifth Avenue, New York, NY 10103	1990	0-553-28958-6

SAMS Books to be Discarded
January 2017

1	The Chocolate Journey by Joseph Welch, Harcourt, Inc., 6277 Sea Harbor Drive, Orlando, FL 32887-6777		0-15-323154-8
1	Teacher Online Access Pack - Writing and Grammar, Communication in Action, Copper Level, - Interactive Textbook Online - Prentice Hall, Pearson Education, One Lake Street, Upper Saddle River, NJ 07458	2004	
1	Resource Pro - Writing and Grammar, Communication in Action, Copper Level - Teaching Resources and Classroom Management at your fingertips, CD, Prentice Hall		0-13-0530016-6
9	Writing and Grammar, Communication in Action, Copper Level, Pearson Prentice Hall, Upper Saddle River, New Jersey 07458	2004	0-13-037546-2
8	Handbook Edition, Writing and Grammar, Communication in Action, Copper Level, Pearson Prentice Hall, Upper Saddle River, New Jersey 07458	2004	0-13-037546-2
1	Writing and Grammar, Communication in Action, Bronze Level, Pearson, Prentice Hall, Upper Saddle River, New Jersey 07458	2004	0-13-037547-0
1	Writing and Grammar, Communication in Action, Silver Level, Pearson, Prentice Hall, Upper Saddle River, New Jersey 07458	2004	0-13-037493-8
1	The Witch of Blackbird Pond by Elizabeth George Speare Houghton Mifflin Company, Boston, Massachusetts	1986	0-440-99577-9
1	Worth by A. LaFaye, Simon & Schuster, 1230 Avenue of the Americas, New York, NY 10020	2004	978-1-4169-1624-6
1	Number the Stars by Lois Lowry, Dell Publishing, 1540 Broadway, New York, NY 10036	1990	0-440-40327-8
1	Best Short Stories, Middle Level, 10 Stories for Young Adults with Lessons for Teaching the Basic Elements of Literature by Raymond Harris, Jamestown Publishers, Lincolnwood, Illinois	1983	0-899061-662-0
1	Farewell to Shady Glade by Bill Peet, Houghton Mifflin Co., Boston, MA	1966	66-12100
3	Counterpoint in Literature, Scott, Foresman and Company, Glenview, Illinois	1974	

SAMS Books to be Discarded
January 2017

1	The MacMillan Students Edition of the Concise Webster's New World Dictionary , The MacMillan Company, New York, New York	1966	
1	Merriam Webster's Collegiate Dictionary, 10th Edition, Merriam-Webster, Incorporated, Springfield, Massachusetts	1995	0-87779-709-9
8	Merriam Webster's Collegiate Dictionary, 10th Edition, Merriam-Webster, Incorporated, Springfield, Massachusetts	2002	0-87779-709-9
1	Merriam Webster's Collegiate Dictionary, 10th Edition, Merriam-Webster, Incorporated, Springfield, Massachusetts	1994	0-87779-709-9
1	Webster's New World Dictionary, 2nd College Edition, The World Publishing Company, New York	1970	
4	Webster's New World Dictionary, Basic School Edition, Prentice-Hall, Inc., Englewood Cliffs, New Jersey	1971	0-13-944512-9
10	Webster's New World Dictionary, Student Edition, Simon and Schuster, 1230 Avenue of the Americas, New York, NY 10020	1983	0-13-947747-0
1	Webster's New World Dictionary, 2nd College Edition, Simon & Schuster, Rockefeller Center, 1230 Avenue of the Americas, New York, NY 10020	1985	0-13-947912-0
1	Webster's Student Dictionary, G&C Merriman Co, Springfield, Massachusetts	1974	0278-47645-7

Agreement

This Agreement is made this 20th day of September 2017, between **Grade Point Resources** and **Shaler Area School District**.

1. The term of this Agreement commences September 21, 2017 and ends as of the completion of the 2017-2018 school year. Notwithstanding the foregoing, both parties may terminate this Agreement, at any time, with or without cause, upon 30 days written notice. In such event, Grade Point Resources shall be entitled to payment for services satisfactorily rendered prior to termination.

2. Grade Point Resources will provide a behavior interventionist staff member to service the school district and execute the following duties:

- Provide therapeutic interventions
- Work with school team to identify antecedent behaviors and interventions to prevent difficult behavior
- Provide crisis support
- Participate in team meetings as requested
- Utilize principles of applied behavior analysis to increase student pro-social behaviors and reduce inappropriate behavior
- Work with classroom teachers to design and implement strategies for students with behavioral needs

Grade Point Resources staff member assigned to provide the foregoing services are subject to the prior approval of the Shaler Area School District.

3. Shaler Area School District will provide Grade Point Resources staff members the following resources in relation to the services to be provided:

- School email address and access to internet
- Entry badge
- Assistance, cooperation, and participation of Shaler Area School District's administrative, professional, and support staff in the development and implementation of the services outlined above
- Access to copier, fax, laminator, office supplies as needed
-

Except as stated above, Grade Point Resources' fees are inclusive of all expenses incurred by Grade Point Resources in the provision of services or the performance of its obligations under this agreement.

4. The specific services to be provided by Grade Point Resources shall be authorized in writing by Shaler Area School District. For services authorized by Shaler Area School District and satisfactorily completed by Grade Point Resources, Shaler Area School District agrees to pay Grade Point Resources the amount of \$19.75 per hour (not to exceed \$790 per week) as follows:

- Shaler Area School District agrees to pay Grade Point Resources the amount of \$19.75 per hour (not to exceed 40 hours per week) commencing on the start date provided by the Shaler Area School District.
- Grade Point Resources shall submit invoices one month in advance on the 10th of the month.
- Shaler Area School District shall make payment on invoices so that payment is received within 15 days of the date of the invoice.

- Late payment charge: there will be a 1% late payment charge on any unpaid balance over sixty days past due.

Invoices shall include such sufficient detail as to allow the verification of the services completed. Shaler Area School District will notify Grade Point Resources of any disputed invoice entry or entries within seven days of receipt of the invoice, whereupon the parties will mutually endeavor to mutually resolve such dispute, and Shaler Area School District shall remit payment upon all undisputed entries.

5. Grade Point Resources will provide to Shaler Area School District all certifications, licenses, and clearances of personnel as required by law and/or by Shaler Area School District prior to staff initiating work at Shaler Area School District, including, but not limited to, state and federal criminal history reports as required by Section 111 of the Public School Code, child abuse clearance statements as required by the Child Protective Services Act and an employment history review as required by Section 111.1 of the Public School Code.

6. Grade Point Resources shall provide evidence of liability insurance coverage during the contract period with limits of liability not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate general liability and \$5,000,000 excess/umbrella liability coverage. Shaler Area School District shall be named on such policies as an additional insured, being provided with primary coverage and applied before any other insurance carried by the Shaler Area School District.

7. The parties agree to indemnify, defend, and hold harmless each other, their respective directors, officers, employees and agents, against all claims, damages, losses or penalties for personal injury or death or damage to personal or real property owned or leased by such party, or the operation or maintenance of any equipment or vehicles provided or used by such party arising out of any acts or omissions of the party's employees. Any obligation of Shaler Area School District hereunder is subject to and with full reservation of any immunities or limitations of liability afforded to the Shaler Area School District by applicable law and this provision shall not obligate Shaler Area School District to provide indemnity upon any claim from which it is immune or for any damages exceeding any limitation of liability established by applicable law. None of the administrative, professional, paraprofessional or support personnel provided by the parties shall be considered employees or agents of the other party hereto for any purpose. The parties agree to indemnify, defend, and hold harmless each other against all claims, damages, losses or penalties resulting from any judicial, administrative, or another determination that any staff member of one party hereto is an employee or agent of the other party hereto.

8. Grade Point Resources and all agents/employees/subcontractors of Grade Point Resources shall observe and comply with the provisions of the Individuals with Disabilities Education Act 2004 and all relevant portions of the Pennsylvania Public School Code, HIPAA, and all other applicable laws, rules, regulations and requirements of any and all governmental bodies having jurisdiction over services to be rendered by Grade Point Resources. While present in the Shaler Area School District schools, Consultant shall abide by applicable school policies, including those prohibiting the use of tobacco and alcohol and the possession of weapons.

9. Grade Point Resources shall ensure that the services it provides comply with all requirements of State and Federal law to the extent such compliance does not depend upon the performance or actions of any other individual or entity beyond the control of Grade Point Resources. Grade Point Resources agrees not to divulge or release any information developed or obtained in conjunction with any aspect of its performance under this Agreement, including personally identifiable information concerning students for which confidentiality is required by

the Family Education Rights and Privacy Act and/or the Individuals with Disabilities Education Act, except to authorized Shaler Area School District personnel or upon prior written approval of the Superintendent of the Shaler Area School District. Shaler Area School District shall provide such action, assistance, or cooperation as is required to ensure that students referred to Grade Point Resource's staff receive a Free Appropriate Public Education in compliance with all applicable provisions of state and federal law.

10. The relationship of Grade Point Resources and Shaler Area School District under this Agreement shall be that of an independent contractor. Grade Point Resources is subject to direction and control of Shaler Area School District only as to the results to be accomplished. The means and methods for accomplishing the desired results shall be at the full discretion, skill and judgment of Grade Point Resources. Grade Point Resources agrees that Grade Point Resources staff are not employees of Shaler Area School District and shall not be entitled to any wages, benefits or any remuneration available to Shaler Area School District employees. Grade Point Resources further agrees that Shaler Area School District will not deduct income, Social Security or other taxes on any payments to Grade Point Resources hereunder and Grade Point Resources further agrees that Grade Point Resources is solely responsible for payment of any such taxes due to the proper taxing authorities. Grade Point Resources shall indemnify and hold harmless Shaler Area School District from any assessments of such taxes and any interest and penalties imposed upon Shaler Area School District by reason of Grade Point Resources' failure to pay such taxes.

11. Grade Point Resources shall not subcontract or assign any of the services covered by this Agreement or any right to monies to be paid hereunder without the written consent of Shaler Area School District.

12. This Agreement has been jointly prepared by the parties hereto and, therefore, shall not be presumptively construed in favor of or adversely to either party to this Agreement.

13. This agreement contains all of the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This Agreement may not be changed, modified, discharged or extended except by written amendment, duly executed by the parties and, as to the Shaler Area School District unless approved by resolution of its Board of School Directors adopted at a duly constituted public meeting.

14. This Agreement shall be construed in accordance with the law of the Commonwealth of Pennsylvania.

15. In the event of any litigation arising from the parties' performance of this Agreement, it is mutually agreed that the exclusive venue for any legal proceedings shall be the Court of Common Pleas of Allegheny County. Both parties hereby waive any right to trial by jury.

WHEREFORE, intending to be legally bound hereby, the parties, by their duly authorized representatives have signed this Agreement.

Grade Point Resources

SHALER AREA SCHOOL DISTRICT

AGREEMENT:

Grade Point Resources and Shaler Area School District

The parties agree to the terms and conditions listed below:

1.1 Scope of Service and Costs: Grade Point Resources will perform the services described below. Shaler Area School District will perform the services in Exhibit B below.

1.2 Costs:

Contract is for the following services: consultation and training, for functional behavior assessments as requested, and for consultation regarding individual students.

Rate is \$70 per hour (hours requested by the school district and upon availability of consultant).
(Exception: In-service trainings are \$500 for half day and \$800 for full day and are in addition to the above.)

Consultant's fees are inclusive of all expenses incurred by Consultant in performance of services under this Agreement, including travel expenses, insurance premiums, equipment and supplies.

1.3 Payments: Shaler Area School District will make payments according to the following schedule:

A. Invoices:

1. Shaler Area School District will make payment on invoices presented by Grade Point Resources by the 15th of each month beginning September 21, 2017 and concluding in June 30, 2018.

B. Invoice Limitations: The following restrictions limit Shaler Area School District's obligation to pay invoices:

1. Shaler Area School District is solely responsible for payment to Grade Point Resources. It is not the intent of Shaler Area School District and Grade Point Resources to create third party beneficiary rights in these entities.
2. Shaler School District will not make any deductions or withholdings from the compensation paid. Shaler Area School District must issue all forms required by federal and state laws for income and employment tax purposes upon signature of this contract.

1.4 Contract Terms: Contract shall commence upon signature of this agreement and terminate June 30, 2018. The Shaler Area School District may terminate this Agreement, at any time, with or without cause, upon written notice to Consultant. In such event, Consultant shall be entitled to payment for services rendered prior to termination.

1.5 Applicable Laws/Choice of Law/Venue: Grade Point Resources must observe and comply with all applicable laws and regulations. While present in the Shaler Area School District schools, Grade Point Resources personnel shall abide by applicable school policies, including those prohibiting the use of tobacco and alcohol and the possession of weapons. This Contract is executed in Allegheny County, Pennsylvania and is governed by the laws of the State of Pennsylvania. Any action arising out of this Contract must be filed in a state court or federal court located in Allegheny County, PA.

1.6 Status of Contractor: Grade Point Resources is an independent contractor, and no relationship of employer-employee exists between Shaler Area School District and Grade Point Resources. The means and methods for accomplishing the desired results shall be at the full discretion, skill and judgment of Consultant.

1. **Insurance:** Grade Point Resources will carry professional liability insurance in the amount of \$1 million.
2. Grade Point Resources shall indemnify, defend and hold harmless the Shaler Area School District from and against any and all damages, costs, including attorneys' fees, judgments, settlements, claims or expenses of any nature arising out of Grade Point Resources' acts and omissions while providing services pursuant to this Agreement.
3. Prior to the commencement of performance involving direct contact with students, Grade Point Resources shall provide to the Shaler Area School District state and federal criminal history reports as required by Section 111 of the Public School Code, child abuse clearance statements as required by the Child Protective Services Act and an employment history review as required by Section 111.1 of the Public School Code.
4. Grade Point Resources will not engage in physical restraints or other means of hands-on techniques or de-escalation strategies with students.
5. **Waiver of Claims:** Shaler Area School District waives any claim against Grade Point Resources/Rebecca Moyes for damage or loss caused by:
 - (1) Any suit or proceeding directly or indirectly attacking the validity of this Contract or any part of this Contract.
 - (2) Any judgment or award: (a) declaring this Contract, or any part of this Contract either void or voidable or (b) delaying the performance of any part of this Contract.
 - (3) Acts or omissions of the Shaler Area School District, but only to the extent such damage or loss arises therefrom.

Alteration: No alteration or variation of the terms of this Contract is valid unless made in writing and signed by both parties.

1.7 Time: Time is of the essence in the performance of each of the provisions of the Contract. Waiver by either party of any provision of this contract by either default, breach, or condition precedent will not be construed as waiver of any other duty or right under this contract, including those waivers related to time.

1.8 Severability: If any provision of this Contract is held invalid or unenforceable, the invalidity or unenforceability will not affect any other provisions of this Contract.

1.9 Entire Agreement: This Contract constitutes the entire agreement between Grade Point Resources and Shaler Area School District. Both parties revoke all prior or contemporaneous oral or written agreements between them that are inconsistent with the terms of this Contract. In the event of any dispute between the parties regarding the Contract, this contract will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any part of the Contract.

2.0 Communication: The following are terms listed to communication between the parties.

- A. Primary means of communication for Grade Point Resources is by cell phone at 724-396-7306. Secondary means is by email.
- B. Email communication is bmoyes123@aol.com
- C. Address is: Grade Point Resources, 702 Montclair Drive, New Kensington, PA 15068

3.0 Authority to Bind: The persons signing on behalf of the parties to this Contract warrant that they have the legal authority to execute the Contract. Consultant shall not subcontract or assign any of the services covered by this Agreement or any right to monies to be paid hereunder without the written consent of Shaler Area School District.

Exhibit A:

Responsibilities of Grade Point Resources/Rebecca Moyes:


- Provide consultation, training, and functional behavior assessments at district request and within district parameters.
- Provide a monthly invoice on or before the 20th of each month detailing the date, duration and types of services performed.

Exhibit B:

Responsibilities of Shaler Area School District:

- Sign and return contract prior to implementation of services.
- Provide payment of monthly invoices on or before the 15th of each month upon verification that Consultant's services have been performed in a satisfactory manner.

Authorized Signature for Shaler Area School District: _____
Printed Name: _____ Title: _____
Date: _____

Authorized Signature for Grade Point Resources: 
Printed Name: Rebecca Moyes
Date: September 1, 2017