



Client: Blackhawk School District
Address: 500 Blackhawk Road
Beaver Falls, PA 15010
Email: _____

Contact: Eric Brandonburg
Title: Business Manager
Phone: 724-846-9600
Fax: _____

THIS AGREEMENT is made and entered into by and between **Blackhawk School District** (hereinafter referred to as "Client") and The Eric Ryan Corporation (hereinafter referred to as "ERC"), either referred to as "Party."

WITNESSETH:

1. ERC OBLIGATION

ERC agrees to review and analyze any utility, telecommunication, and internet/data billings provided by Client, and to serve as a consultant with respect to those billings, as defined below for the locations listed on the attached Schedule A:

- 1.1 ERC will review and analyze all billings provided by Client for billing errors on past billings that may result in refunds or credits and analyze the information provided to see if there are potential future savings. During the utility audit process, ERC will check for, but not be limited to, opportunities such as billing errors, time of use rates, governmental economic riders, utility riders, off-tariff rates, and minimum billing issues. During the Telecommunications audit process, ERC will check for, but not be limited to, opportunities such as billing errors, lines that are not in use, government taxing errors, casual billing, cramming, slamming, and minimum billing issues.
- 1.2 ERC will review any existing contracts with the utility company or energy supplier to determine if the pricing is being billed correctly and to make recommendations as to the feasibility of continuing the contract arrangement. ERC will also review any existing contracts with the telecommunication companies to determine if the pricing is being billed correctly and to make recommendations as to the feasibility of continuing the contract arrangement.

2. ERC COMPENSATION

In consideration of ERC providing the services described herein, Client agrees to pay to ERC a fee of twenty-five percent (25%) of all refunds/credits (for anything not listed on the Exhibit A) recovered as a result of efforts by ERC on Client's behalf. The same percent shall apply for eighteen (18) months for all future billing reductions as a result of the efforts of ERC that are approved for implementation by Client. The future savings period will begin the first date Client is invoiced by ERC for that particular recommendation. Should Client choose to implement any of ERC's recommendations on its own during the term of the Agreement, ERC has the right to invoice Client according to the terms of this Agreement for any savings realized by Client. Client agrees to pay such fee(s) upon receipt of an invoice from ERC.

3. ADDITIONAL SERVICES

Any projects outside of the Scope of Services as defined in Section 1 will be invoiced at an hourly rate of one hundred thirty-five dollars (\$135.00). Any projects that are considered outside the Scope of Services will be submitted in writing to the Client and must be approved by both parties before commencement of the services.

4. TERM

This Agreement shall be in effect from the date of execution by ERC through a period of eighteen (18) months. At the end of the initial term, Agreement shall continue for an additional eighteen (18) months unless cancelled by either Party upon a ninety (90) day written notice. Upon termination by either party, any fees still due as defined in Section 2 will be the obligation of the Client. Should a location listed on the Schedule A sell or close to an unrelated third Party at any time during the term of this Agreement, that location shall be removed from the Schedule A and will no longer be a part of this Agreement. Any outstanding invoices due at the time of removal of said locations will be the obligation of the Client.

5. CLIENT OBLIGATIONS

Client is under no obligation to implement any of ERC's recommendations, but must provide written notice within sixty (60) days of presentation with their intentions regarding any recommendations made by ERC during the term of the Agreement. Should Client not provide notice, then ERC shall have the right to estimate savings and invoice for that particular recommendation. Client shall complete the attached Exhibit A at the time of execution of this Agreement in order to notify ERC of any projects or billing issues that Client is working on or plans to be working on to reduce costs or obtain refunds. Client must provide copies of any billings or contracts within thirty (30) days written notice by ERC.

CLIENT: _____ Date: _____

ERC: _____ Date: _____



6. **EXHIBIT A, PROJECTS AND BILLING ISSUES**

Should ERC identify any item not documented in writing by Client on Exhibit A, then ERC shall be entitled to compensation as indicated in Section 2 and Section 9 of this Agreement.

7. **EXCLUSIVITY/NON COMPETE**

Client hereby agrees to engage ERC as its exclusive agent for the services defined in Section 1 for the duration of this Agreement.

8. **ASSIGNMENT**

This Agreement, and any fees due as a result of services provided herein, shall be binding upon and inure to the benefit of the respective Parties, their heirs, executors, administrators, successors and assigns.

9. **EVENT OF DEFAULT**

If any Event of Default shall occur ERC reserves the option to terminate all obligations under this Agreement (including any obligation to provide further services), and, at ERC's option, all indebtedness, invoiced and to be invoiced prior to the termination of the Agreement, will become immediately due and payable. Client shall be liable for all monetary damages including direct, indirect, special and consequential associated with the default. An "Event of Default" shall be defined but not limited to the following:

9.1 Any payments due to ERC from Client that are more than ninety (90) days past due.

9.2 Failure to approve or disapprove savings opportunities presented within sixty (60) days.

9.3 Failure to provide bill copies or request for information within thirty (30) days after the request. Should Client fail to provide bill copies for savings verification purposes, ERC reserves the right to estimate and invoice for savings.

9.4 Client engages third party as its agent for the purchase of energy related and/or telecommunications services without notification or written consent.

10. **REMEDY OF BREACH**

In any Event of Default or breach of the Agreement terms by either party, the aggrieved party must provide the defaulting party with written notice of the alleged breach, whereupon the defaulting party will have fourteen (14) days from receipt of said notice to cure such breach. If the defaulting party fails to cure the breach, the aggrieved party may provide written notice of its intent to terminate the contract. Prior to actual termination, the parties will attempt to resolve the matter amicably through mutual discussions within seven (7) days after receipt.

11. **LIMITATION OF LIABILITY**

In no event shall ERC be liable to Client for consequential damages. ERC's maximum liability under this Agreement shall not exceed ERC's compensation from Client during the six (6) months prior to the incident giving rise to the claim.

12. **CHOICE OF LAW/VENUE**

Subject to the Arbitration clause in Section 13, this Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to its conflicts or choice of law provisions, and, in the case of any claims or disputes arising under this Agreement, the parties agree that venue shall lie exclusively in the Courts of Lawrence County, Pennsylvania.

13. **ADDITIONAL ARBITRATION**

Notwithstanding the Choice of Law/Venue provision herein, any controversy or claim arising out of or relating to this contract, or the breach thereof, involving an amount in excess of the jurisdictional limits for hearings before District Justices in Lawrence County, PA shall be settled by arbitration administered by the American Arbitration Association (AAA) in accordance with its then-current Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Parties agree to employ the expedited procedures set forth in Sections E1-E10 of the Commercial Arbitration Rules of the American Arbitration Association or any successor provisions, provided that the arbitration shall be conducted in Allegheny County, Pennsylvania.

CLIENT: _____ Date: _____

ERC: _____ Date: _____



14. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties and supersedes all prior representations, agreements, arrangements and understandings between the parties, whether oral or written. This Agreement may be modified only by a writing signed by all parties.

15. NOTICES

Except as otherwise expressly provided herein, all notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed sufficient when mailed by United States mail, delivered by Federal Express or similar overnight delivery service, or delivered in person to the Party to which it is to be given, at the address of such Party set forth below, or to such other address as the Party shall have furnished in writing in accordance with the provisions of this Section:

If to ERC:

**The Eric Ryan Corporation
Mary DeCaria
1 Early Street, Suite A
PO Box 473
Ellwood City, PA 16117**

If to Client

**Name
Attention
Address**

Client affirms that it has read this Agreement in its entirety and agrees to the terms and conditions contained herein.

Client Agreed to and Accepted this _____ day of _____, 2015

THE ERIC RYAN CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

BLACKHAWK SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

The persons who have executed this Agreement represents and warrant that they are authorized to bind the party for whom they sign and that no further action is required to authorize or make this Agreement effective and enforceable according to its terms. This Agreement will take full effect on the date of execution by ERC.



Blackhawk School District

Field Trip Request

.....
Please forward a hard copy of this document to your building principal.

Name of Lead Sponsoring Teacher: Jayne McDonald Date request submitted: November 19, 2015

Date(s) of Field Trip: December 11, 2015 Title of Field Trip: Expressions

Names of other Teachers in attendance: none

Group or class: Expressions School: HMS and BHS Duration of Trip: 1/2 day

Location of Trip: St. Francis Cabrini Number of Students involved: 27

Substitute required: ☒ YES ☐ NO Number of days of substitute time: 1/2

Bus costs: \$135 Private cars (whose): none

Financial support promised from other agencies (Student Council, PTO, etc.): none

Other expenses: none

☒ Expenses are budgeted ☐ Expenses collected from students ☐ Expenses collected from other

Statement of educational value:

Students will perform for the final meeting of the Retired Engineers group that we have performed for during the past 10 years.

Signature of Lead Sponsoring Teacher: Jayne McDonald Date: 11/23/15

Signature of Building Principal/Superintendent: [Signature] Date: 11.23.15

***Building office: Please forward this document to the Superintendent's Secretary at District Office.**



Blackhawk School District

Field Trip Request

.....
Please forward a hard copy of this document to your building principal.

Name of Lead Sponsoring Teacher: Nate Goodrich Date request submitted: 11-5-15

Date(s) of Field Trip: 5/25/16 Title of Field Trip: High Notes Festival Performance/Kennywood

Names of other Teachers in attendance: Nate Goodrich/George Hoydich

Group or class: HMS 6-8 Orchestra and HMS 7/8 Band School: HMS Duration of Trip: 8:30am-7:30pm

Location of Trip: Carnegie Mellon University and Kennywood Park Number of Students involved: Approx. 125

Substitute required: ☐ YES ☒ NO Number of days of substitute time: _____

Bus costs: 1200.00 Private cars (whose): None

Financial support promised from other agencies (Student Council, PTO, etc.): None

Other expenses: None

☐ Expenses are budgeted ☒ Expenses collected from students ☐ Expenses collected from other

Statement of educational value:

The High Notes Festival is a great opportunity for HMS instrumental music students to showcase their talent and hard work from the year as well as gain valuable feedback on their performance from experts in the field. Attending Kennywood Park is a nice reward for being a part of the instrumental music groups.

Signature of Lead Sponsoring Teacher: Nate E. Goodrich Date: 11/5/15

Signature of Building Principal/Superintendent: [Signature] Date: 11/18/15

***Building office: Please forward this document to the Superintendent's Secretary at District Office.**



Blackhawk School District

Field Trip Request

.....
Please forward a hard copy of this document to your building principal.

Name of Lead Sponsoring Teacher: Linkenheimer Date request submitted: 11-25-15

Date(s) of Field Trip: Wednesday, May 4, 2016 Title of Field Trip: Pittsburgh Pirates Education Days

Names of other Teachers in attendance: Dale Moll & Ashley Biega

Group or class: TSA Middle School School: HMS Duration of Trip: 1 School Day

Location of Trip: PNC Park Number of Students involved: 30 Approximate

Substitute required: ☒ YES ☐ NO Number of days of substitute time: 1 Day 2.5 Teachers

Bus costs: \$350 Private cars (whose): None

Financial support promised from other agencies (Student Council, PTO, etc.): NA

Other expenses: Game Tickets

☐ Expenses are budgeted ☒ Expenses collected from students ☐ Expenses collected from other

Statement of educational value:

This field trip is eligible only to middle school TSA members that participated in the regional conference as a minimum and are required to complete an educational workbook the day of the field trip.

Signature of Lead Sponsoring Teacher: [Signature] Date: 11-25-15

Signature of Building Principal/Superintendent: [Signature] Date: 11.25.15

***Building office: Please forward this document to the Superintendent's Secretary at District Office.**

Blackhawk Athletic / Activity Department

Transaction List by Date

November 2015

Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Amount
Nov 15									
Check	11/02/2015	7384	Baldwin Cross Coun...	2015 Red-Vh...	ESB Bank			Tournament Ex...	-186.00
Check	11/02/2015	7385	Nancy Shebish	Ticket Taker -...	ESB Bank			Ticket Taker	-50.00
Check	11/02/2015	7386	Mike Oravitz	Gardner Point...	ESB Bank			Misc. Expenses	-310.00
Deposit	11/04/2015			Deposit	ESB Bank			Activity Passes...	210.00
Check	11/13/2015	7387	Greg Smith	Deposit	ESB Bank			Miscellaneous	65.10
Check	11/13/2015	7388	Ed Yerrage	2015/2016 Wf...	ESB Bank			Winter	-1,030.00
Check	11/13/2015	7389	Mayflower Florist	Assignor Fee ...	ESB Bank			Boy's Basketball	-175.00
Check	11/16/2015	7390	Sam Adams	Jim Wilson Fu...	ESB Bank			Miscellaneous	-80.00
Check	11/16/2015	7391	Bauman Office Equi...	Assignor: Gift...	ESB Bank			Girl's Basketball	-100.00
Check	11/16/2015	7392	Beaver Country Rec...	Supplies - Keys	ESB Bank			Supplies	-20.00
Check	11/16/2015	7393	Joe Ursida	Indoor Court ...	ESB Bank			Tournament Ex...	-40.37
Check	11/16/2015	7394	MAC Athletic Direct...	Assignor: 201...	ESB Bank			Boy's Basketball	-150.00
Deposit	11/23/2015			2015-2016 M...	ESB Bank			Dues	-225.00
Nov 15				Deposit	ESB Bank			-SPLIT-	1,594.50



Blackhawk School District

Conference Request

.....
Please forward a hard copy of this document to your building principal.

Employee Name: Brianna Meder Building where Employed: Northwestern Primary

Name of Meeting, Event, or Conference: 10th Annual School Nurse In-service

Location of Conference: New Castle

Conference Beginning Date: 1/18/16

Conference End Date: 1/18/16

Purpose of Attendance: School Nurse (Epi Pen training, Child Abuse training)
(Please list subject or purpose of conference. Ex: Curriculum, Title I, Math)

Substitute Needed: Yes ☐ No ☒ Dates Absent from School: _____

Estimated Expenses: Travel _____ Meals _____ Lodging _____ Other _____

Budgeted _____ (yes/no)

Total \$ 40

Employee Signature: Brian Meder

Date: 10/23/15

Principal Signature: Noraine Leder

Date: 10-26-15 ASN#: _____

Superintendent Signature: _____

Date: _____

Note: If you have a conference registration form to fill out and send in, please do so and attach a copy to this form. **District Office will not make reservations-each employee should do this on his/her own.**



Blackhawk School District

Conference Request

Please forward a hard copy of this document to your building principal.

Employee Name: BOB AMALIA Building where Employed: HIGH SCHOOL

Name of Meeting, Event, or Conference: BASEBALL PA COACHES CLINIC

Location of Conference: PITTSBURGH - GREEN TREE

Conference Beginning Date: JAN. 15 Conference End Date: JAN 16

Purpose of Attendance: BASEBALL CLINIC
(Please list subject or purpose of conference. Ex: Curriculum, Title I, Math)

Substitute Needed: Yes ☐ No ☒ Dates Absent from School: _____

Estimated Expenses: Travel _____ Meals _____ Lodging _____ Other ^{REGISTRATION} \$ 160
Budgeted _____ (yes/no) Total \$ 160

Employee Signature: Robert H. Amalia Jr Date: 11/16/15

Principal Signature: [Signature] Date: 11-17-15 ASN#: 5883

Superintendent Signature: _____ Date: _____

Note: If you have a conference registration form to fill out and send in, please do so and attach a copy to this form. District Office will not make reservations-each employee should do this on his/her own.