



Delaware County Intermediate Unit
Education Service Center
200 Yale Avenue
Morton, PA 19070-1918
Phone: 610-938-9000
Fax: 610-938-9893
Maria Edelberg, Ed.D
Executive Director

**Agreement between
Delaware County Intermediate Unit
And _____ School/District**

This Agreement is made this ___th day of _____, 20_____, by and between the Delaware County Intermediate Unit (“DCIU”) and _____ (“the Entity”).

WITNESSETH

WHEREAS, this contract shall take effect upon approval by the DCIU Board, with a start date of _____, and shall continue with the period ending June 30, 2020.

WHEREAS, the Entity wishes to enter into an agreement with the Delaware County Intermediate Unit to borrow DCIU’s STEM Equipment on an as needed basis during the term of this Agreement.

WHEREAS, DCIU desires to create an arrangement with the Entity whereby equipment may be provided to the District.

NOW THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Term.

This contract shall commence _____ for up to a one-year term concluding on June 30, 2020.

Approved July 30, 2019 by Katherine Meehan, Esq. for Michael Puppio, DCIU Solicitor

DCIU Board Approved August 4, 2019

2. Borrowing of Equipment.

- a. The Delaware County Intermediate Unit possesses and will provide the STEM equipment as listed on Attachment A, upon request by the Entity, and when such requested items are available and in good working order. The Entity may take possession of the borrowed equipment for a period of 14 calendar days (“borrowing period”) from the date on which it is received from DCIU. Some equipment may have a longer standard borrowing period. Renewal periods may be available to the Entity at the discretion of DCIU. For equipment that is in high demand or in need of repair and/or maintenance, the DCIU reserves the right to delay or defer renewal periods where the Entity has already borrowed the equipment for at least one borrowing period.
- b. The Entity is responsible to provide sufficient means of safely transporting the equipment in a manner intended to avoid damaging the equipment, and to make arrangements to pick up the borrowed equipment from the DCIU. The DCIU will require Entity staff picking up the equipment to undergo brief training in the proper use of the item. The borrowed items shall be returned in the packaging in which the Entity received the equipment, and in the same condition as when it was borrowed, with the exception of normal wear and tear.
- c. The Entity shall maintain general liability and/or property insurance that will cover the equipment against any damage incurred while it is in the possession of the Entity. The Entity shall compensate the DCIU for any losses to the equipment that are beyond normal wear and tear.
- d. Upon return of the equipment, the DCIU will review the equipment and will notify the Entity in writing of any damage assessed.

3. Fees.

- a. Checkouts for the 2019-2020 school year will be provided at no cost to the Entity through scholarship funds provided by an educational grant.
- b. A fee of \$50.00 shall be charged to the Entity if item(s) are not returned on or before the due date, and/or are returned in a state not in conformance with 2b, above. Where items are not returned, the Entity will be charged the actual cost of replacing the item, and not the value of used, comparable goods. If an item is not returned within one week of the due date, DCIU will contact the school or district level contact identified on page 3 of this contract. Should an item continue to be unreturned, DCIU shall issue an invoice to the Entity. The Entity agrees to provide payment to DCIU within 30 days of the date of the invoice(s) for said services. If the Entity fails to make the payments when due, DCIU may repossess the equipment borrowed, and shall take all legal steps available to it for the collection of the fees. If DCIU is required to proceed to collection, entity will pay all costs of collection, including attorneys’ fees and costs. Failure of the DCIU to repossess equipment does not nullify any action by the DCIU to recover fees due and owing for the borrowing of the equipment.
- c. When items that are found to be damaged beyond the scope of the warranty, or are returned incomplete and/or damaged, the Entity will be charged the cost to repair or replace the item, whichever is cheaper.

4. **Termination.**

Either party may terminate this agreement by providing ninety (90) days notice. Upon termination by either party, any amounts due and owing the Delaware County Intermediate Unit for services provided under this Agreement up to and including the date of notice of termination, will be immediately due and payable.

5. This Agreement may not be modified, amended, altered or rescinded orally. Any and all changes must be made in writing and signed by the parties.

6. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Venue of any actions between the parties shall be in the courts of Delaware County, Pennsylvania.

For Delaware County Intermediate Unit

Signature

Date

Printed Name

Title

For _____ **School/District**

Signature

Date

Printed Name

Title

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| DISTRICT LEVEL CONTACT | |
| Please provide the name, title, and contact information for a District level contact in case of loss, damage, or failure to return an item. | |
| Name: _____ | |
| Title: _____ | |
| Email: _____ | Phone: _____ |



**Delaware County Intermediate Unit
 Department of Teaching, Learning, and Innovation
 Education Service Center
 200 Yale Avenue
 Morton, PA 19070-1918**

Phone: 610-938-9000, Ext. 2026
 Fax: 610-938-9884

TBD, Director

ATTACHMENT A

**STEM EQUIPMENT FEES
 2019-2020**

| Item | Vendor | Cost per Item | Number | Total Replacement Cost |
|-------------------------------------|--------------------------|----------------------|---------------|-------------------------------|
| 360 cameras – Ricoh Theta | Amazon | 190 | 5 | 950 |
| 3D Printer Educational STEAM Bundle | xyzprinting | 1518 | 1 | 1518 |
| Arduino | Arduino | 102 | 6 | 612 |
| Bee Bots Hive | Bee Bots | 615 | 1 | 615 |
| Bloxels Edu | Bloxels | 40 | 20 | 40 per kit |
| Chromebooks | Lenovo | 370 | As requested | 370 per replacement |
| Cubelets - Classroom Pack | Modular Robotics | 1208 | 1 | 1208 |
| Dash and Dot Wonder Pack | Sunburst Digital | 960 | 1 | 960 |
| Engineering is Elementary Kits | Museum of Science Boston | 400 | 20 | 400 per kit |
| Finch Robots | BirdBrain | 100 | 12 | 12 per kit |
| Google Expeditions | Troxell | 3600 | 1 | 3600 |
| GoPro Hero 4 with mount | CDW | 257 | 2 | 514 |
| Happy Atoms | Amazon Thames & Kosmos | 600 | 1 | 600 |

| | | | | |
|-------------------------------------|-------------------------|------|--------------|---------------------|
| Hummingbird Duo Classroom Kit | Bird Brain Technologies | 850 | 2 | 1700 |
| iPad Air | Apple | 450 | As requested | 450 per replacement |
| iPad Pro | Apple | | | |
| KIBO | Kinder Robotics | 300 | 10 | 300 per kit |
| K'nex - Simple Machines - Class Set | Fisher Scientific | 176 | 2 | 352 |
| K'nex Forces and Energy | Fisher Scientific | 126 | 6 | 756 |
| Kidder Cabinet Woodworking | Kidder | 1628 | 1 | 1628 |
| Lego WeDo | Lego Education | 190 | 9 | 1700 |
| Little Bits Arduino Companion Set | Little Bits | 85 | 1 | 85 |
| Little Bits Steam Sets | Little Bits | 285 | 5 | 1425 |
| Little Bits Workshop | Little Bits | 1899 | 1 | 1899 |
| LittleBits coding kit | En-Net Services | 1700 | 2 | 3400 |
| Makey Makey | JoyLabz | 46.5 | 6 | 279 |
| micro:bits | Adafruit | 16 | 25 | 400 |
| Mindstorms EV3 | Lego Education | 393 | 4 | 1572 |
| OMAX Digital Microscopes | Amazon | 290 | 2 | 580 |
| Osmo Wonder Kits | Osmo | 150 | 5 | 750 |
| Ozobot Classroom Kit | Ozobot | 1000 | 1 | 1000 |
| Picture-Perfect Books | NSTA | 30 | 60 sets | 30 per set |
| Picture-Perfect Classpack | NSTA | 100 | 20 | 100 per classpack |
| Project Based Learning Kits | | | | |
| Puzzlets | Digital Dream Labs | 100 | 5 | 500 |
| Raspberry Pi 3 and Case | Allied Electronics | 44 | 8 | 352 |
| Snap Circuit – 750C | Elenco Electronics | 100 | 6 | 600 |

| | | | | |
|-------------------------------|------------------|------|---|------|
| Sphero | Sphero Inc | 1800 | 1 | 1800 |
| Stop Motion Cameras | Animation Studio | 65 | 5 | 325 |
| Vernier Middle Deluxe Package | Vernier | 1076 | 1 | 1076 |

