

**EAST STROUDSBURG AREA SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING – May 18, 2015**

Carl T. Secor Administration Center – Board Room

7:00 P.M.

ADDENDUM A

XII. CONTRACTS

(The following item(s) are to be deleted from the consensus motion at Board Member(s) request.)

RECOMMENDATION: Motion to approve the contracts listed for their specific services, rates and effective dates totaling under \$10,000, subject to the review and recommendations of the Solicitor and approval of the Administration regarding the terms and conditions of any final contract, other than price or cost.

	NAME	SERVICE	RATE	PAYMENT FROM	EFFECTIVE DATE
6.	Lowris Enterprises, Inc.	Wildlife Program for the students of Bushkill Elementary School	\$300.00	4 th & 5 th Grade Fundraising Account	6/3/15
7.	The Shawnee Playhouse	Rapunzel for Spring into Reading Event	\$500.00	Title I Parent Involvement	5/12/15

(See pages 3-6)

XIX. FISCAL ITEMS

(The following item(s) are to be deleted from the consensus motion at Board Member(s) request.)

S. Use of Facilities

1.

RECOMMENDATION: Motion to approve the request for use of facilities as listed for Class 1 school-related activities (no facility or personnel fees will be incurred as per Policy #707).

CLASS 1 – SCHOOL-RELATED USE OF FACILITIES – (Sports Feeder Programs/Student Educational Enrichment Programs)

BUILDING	ORGANIZATION	EVENT	DATE TO/FROM	FACILITY FEES ASSESSED	PERSONNEL FEES ASSESSED
HS South	Cub Scouts Pack 92	Yard & Bake Sale	6/13/15	No	No

(See page 7)

U. Tax Assessment Appeals

1.

RECOMMENDATION: Motion to approve a settlement on the tax assessment appeal filed by Oak Tree Properties, Inc. indexed to Monroe County Court of Common Pleas No. 10232 CV 2013 based upon the resulting assessed property value as presented below, in a form as approved by the Solicitor, and to authorize the Solicitor to sign such settlement agreement on behalf of the School District.

Property	Assessment
05-6/2/12/1	210,540

2.

RECOMMENDATION: Motion to approve a settlement on the tax assessment appeal filed by Water Gap Acquisitions Partners, LLC indexed to Monroe County Court of Common Pleas No. 9209 CV 2014 based upon the resulting assessed property values as presented below, in a form as approved by the Solicitor, and to authorize the Solicitor to sign such settlement agreement on behalf of the School District.

Properties	Assessment (Total)
04/3/2/7	275,000
04/3/2/18	
16/9/1/22	
16/9/1/26	

3.

RECOMMENDATION: Motion to approve a settlement on the tax assessment appeal filed by First National Community Bank indexed to Monroe County Court of Common Pleas No. 9861 CV 2014 based upon the resulting assessed property value as presented below, in a form as approved by the Solicitor, and to authorize the Solicitor to sign such settlement agreement on behalf of the School District.

Property	Assessment
16/94344	46,250

FORM
818**EAST STROUDSBURG AREA SCHOOL DISTRICT
Independent Contractor Agreement**

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this 18 day of May, 2015, by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principal office located at 50 Vine St. East Stroudsburg, PA 18301

AND

Lowris Ent. Inc (the "Contractor") of Snake and Reptile Animal Farm 2/4

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

2. Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

3. Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or

SCHEDULE A

Description of Service to be performed (be specific):

Snake and Reptile Program
Various snakes & reptiles & facts
& information on them for
Fourth and fifth grade classes

on June 3, 2015
10:00-11:00 AM

Location of Services:

Bushkill Elementary School

Effective Date: June 3, 2015

Professional Fee:

a) Rate (Daily/Hourly/Other): \$ _____
Time (Days/Hour/Other): _____
Total Cost: \$ _____

b) Fixed Rate: \$ 300.00 coming from 4th & 5th grade fundraising act.

c) Are expenses included? YES NO
If no, please itemize:

Budget Code: _____

Department: _____

District Initiator: _____

Authorization for Payment: _____ Date: _____

Purchase Order # _____

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EAST STROUDSBURG AREA SCHOOL DISTRICT
Independent Contractor Agreement

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this 15th day of May, 2015, by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principal office located at 50 Vine St. East Stroudsburg, PA 18301

AND

M. McClosky (the "Contractor") of The Shawnee Playhouse

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

2. Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

3. Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or

SCHEDULE A

Description of Service to be performed (be specific):

Shawnee Playhouse performing Rapunzel for Spring Into Reading Event.

Location of Services:

Smithfield Elementary
245 River Rd.
East Stroudsburg, PA 18301

Effective Date: May 12, 2015

Professional Fee:

a) Rate (Daily/Hourly/Other): \$ 500.00

Time (Days/Hour/Other): _____

Total Cost: \$ 500.00

b) Fixed Rate: \$ _____


c) Are expenses included? YES NO

If no, please itemize:

Budget Code: 10-3300-300-440-10-12-92

Department: Title I Parent Involvement *Byrne*

District Initiator: William Vitulli

Authorization for Payment: 

Date: 5/15/15

Purchase Order # _____

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APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization Cub Scout Pack 92 Today's Date 5 / 16 / 15

Non-Profit? yes no Will an admission fee be charged? yes no Are you requesting a waiver of facilities fees? yes no
 If yes, amount \$ _____ If yes, attach a letter of justification addressed to the Board of Education.
 This does not include a waiver of fees for scheduled district personnel.

Specific purpose of use: Yard Sale

Name of School Requested _____

DAY(S) from — DATE(S) — to	from — HOURS — to	DESCRIPTION (meeting, practice, game, rehearsal, performance,...)
<u>6/13/15</u> to <u>6/13/15</u>	<u>9am</u> to <u>3pm</u>	<u>Yard + Bake Sale</u>

Facility Required: Auditorium Cafeteria Gymnasium
 All-Purpose Room Stadium Kitchen/Preparation Kitchen/Serving
 Swimming Pool (requires proof of certified lifeguard) Stage Fields (specify) _____
 Classrooms # _____ Other (specify) Parking Lot

Equipment Required: (*must be operated/attended by school personnel)
 Kitchen Equipment* Sound System Record Player/Stereo Equip. Piano
 Stage Lighting* Motion Picture Projector Overhead Projector/Screen Folding Stands
 Scoreboard* Athletic Equipment Other (specify) outlet access

The District has the right to assign additional security and other personnel as needed. Your organization will be subject to fees for these services. Your organization must provide a Certificate of Insurance listing the ESASD as co-insured as follows:

\$ _____ Bodily Injury Liability (\$500,000 minimum) \$ _____ Property Damage Liability (each occurrence) (\$500,000 minimum)

List at least one, but preferably two, responsible officials of your organization who will be present at the time facilities requested are being used, and who will accept full responsibility for adherence to School District regulations by all persons in attendance.

Name Jaime Frankelli Address 3414 Canterbury Circle E. Strbg PA 18302 Phone 570-236-6671
 Name Virginia Address 14 Eagle Valley Lane E. Strbg PA 18301 Phone 484-767-4818

I certify that I have read, understand, and agree to adhere to Policy #707 of the East Stroudsburg Area School District concerning Use of School Facilities. Further, my organization forever releases the East Stroudsburg Area School District, the East Stroudsburg School Authority, their directors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above-mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, servants or employees and further will hold harmless and indemnify the said School Directors, School District, and School Authority from any expenses and judgments or decrees recovered against them as a result of said use of these facilities.

Signature — Responsible Organization Official [Signature] Phone (day) 908-813-4111
 (eve.) 570-236-6671
 Billing Address 3414 Canterbury Circle E. Stroudsburg PA 18302

APPROVALS: Principal _____ Date 5/18/15
~~Business Administrator~~ [Signature] Date 5/18/15
 copy to: stage manager athletic director cafeteria manager head custodian librarian a/v coordinator other Date 5/18/15

For office use only:		FACILITIES USE INVOICE	
Facilities/Equipment used:	_____	Charges:	\$ _____
	_____		\$ _____
	_____		\$ _____
Personnel Employed:	_____	Charges:	\$ _____
(attach time sheets)	<u>7</u>		\$ _____
	_____		\$ _____
Other (specify):	_____	Charges:	\$ _____
	_____		\$ _____