

**EAST STROUDSBURG AREA SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING – September 21, 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.)

1.

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 |
|-----|-----------------|---|------------------------|-------------------------------|-----------------------|
| 9. | Carter, Brendan | Instructing the percussion students in the North marching band. | Not to Exceed \$900.00 | Instrumental Music Department | 9/17/15-11/15/15 |
| 10. | Concorde, Inc. | To fulfill D.O.T. requirements for random, pre-employment and post-accident drug testing for all CDL Personnel. | \$4,500.00 (estimated) | Transportation Department | 7/1/15-6/30/16 |

(See pages 2-5)

**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 17th day of September 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

Brendan J. Carter (the "Contractor")

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):

Mr. Carter will be responsible for instructing the percussion students in the North marching band.

Mr. ^{Carter} ~~Burdett~~ will attend Thursday rehearsals, when able, to assist in the instruction of the percussion students.

Location of Services:

East Stroudsburg Area High School North
279 Timberwolf Drive
Dingmans Ferry, PA 18328

Effective Date: September 17, 2015 – November 15, 2015

Professional Fee:

a) Rate (Daily/Hourly/Other): \$ 100 per rehearsal not to exceed \$900

Time (Days/Hour/Other): _____

Total Cost: \$ _____

b) Fixed Rate: \$ _____

c) Are expenses included? NO

If no, please itemize:

Budget Code: 10-3200-330-000-30-51-44

Department: Instrumental Music

District Initiator: Paul M. Bakner

Authorization for Payment: _____ Date: _____

3

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 21st day of September, 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

Concorde, Inc. (the "Contractor") of 11 Penn Center, 12th Floor 1835 Market Street, Philadelphia, Pa 19103

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):

To fulfill D.O.T. requirements for random drug testing, pre-employment, and post-accident for all CDL Personnel.

Location of Services:

Effective Date: 7/1/201~~5~~⁶ - 6/30/201~~6~~⁶

Professional Fee:

a) Rate (Daily/Hourly/Other): \$ _____
Time (Days/Hour/Other): _____
Total Cost: \$ 4500.00 Estimated

Fixed Rate: \$ _____

b) Are expenses included? YES NO

If no, please itemize: Please See Attached

Budget Code: 10-2700-300-000-00-00-07

Department: Transportation

District Initiator: Robert Sutjak

Authorization for Payment: _____ Date: _____

Purchase Order # _____

5