

**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 28th day of March, 2023, by and between:

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

AND

Joseph Scorsone(the " Contractor") of Flintface, LLC

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

controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement

4. Notices

Any notice, request, demand or other communication required or permitted to be given under this Agreement will be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows (or to such other addressee as will be set forth in a notice given in the same manner):

If to District:

Craig Neiman, Chief Financial Officer
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

If to Contractor:

Flintface, LLC
1141 Lewisberry Rd.
Lewisberry, PA 17339

Any such notice will be deemed to be given on the date personally delivered or on the date mailed in the manner provided above.

5. Validity

If for any reason any provision of this Agreement will be determined to be invalid or unenforceable, the validity and effect of the other provisions will not be affected.

6. Waiver of Breach

The waiver by District or by Contractor of a breach of any particular provision of this Agreement by the other party will not operate, or be construed, as a waiver of any other breach of any other particular provision(s) by such other party.

7. Termination

This Agreement may be terminated by either party upon fifteen (15) days written notice from one party to the other party which written notice shall be given in the manner provided for in Paragraph 4 above.

8. Assignment

This Agreement will not be assignable by Contractor nor may the obligations of Contractor be delegated to another.

9. Entire Agreement

This Agreement represents the entire understanding of the parties.

9. Applicable Law

The parties agree that this Agreement will be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

ATTEST:

EAST STROUDSBURG AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS

Patricia Rosado, Secretary

BY: _____
Rich Schlameuss, President

WITNESS:

[Contractor]

SCHEDULE A

Description of Service to be performed (be specific):

Artist will perform the "Take Back Your Concert Event". This performance will include songs, activities, and crowd participation. There will be acoustic with Joseph Scorsone performing as Flintface. Flintface will be responsible for providing Adequate speakers, amplification, minimum 2 channel mixer and any basic equipment to properly perform.

Location of Services:

J.T. Lambert Intermediate School (afternoon performance)
2000 Milford Rd.
East Stroudsburg, PA 18301

and

Lehman Intermediate School (morning performance)
257 Timberwolve Dr.
Dingmans Ferry, PA 18328

Effective Date: April 19, 2023

Professional Fee:

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

b) Fixed Rate: \$ 1,000.00 (\$500 for each performance)

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

Budget Code: 10-1190-330-994-00-000-921-000-8736 Department: Learning Loss Set Aside Grant

District Initiator: Dr. William Vitulli

Authorization for Payment: _____ Date: _____

Purchase Order # _____

**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 3rd day of April, 2023, by and between:

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

AND

Michael Hartzell (the "Contractor") of Hitech Instruments, Inc.

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

controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement

4. Notices

Any notice, request, demand or other communication required or permitted to be given under this Agreement will be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows (or to such other addressee as will be set forth in a notice given in the same manner):

If to District:

Peter Bard, Chief Financial Officer
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

If to Contractor:

Hitech Instruments, Inc.
925 Main Street, Suite 200
Pennsburg, PA 18073

Any such notice will be deemed to be given on the date personally delivered or on the date mailed in the manner provided above.

5. Validity

If for any reason any provision of this Agreement will be determined to be invalid or unenforceable, the validity and effect of the other provisions will not be affected.

6. Waiver of Breach

The waiver by District or by Contractor of a breach of any particular provision of this Agreement by the other party will not operate, or be construed, as a waiver of any other breach of any other particular provision(s) by such other party.

7. Termination

This Agreement may be terminated by either party upon fifteen (15) days written notice from one party to the other party which written notice shall be given in the manner provided for in Paragraph 4 above.

8. Assignment

This Agreement will not be assignable by Contractor nor may the obligations of Contractor be delegated to another.

9. Entire Agreement

This Agreement represents the entire understanding of the parties.

9. Applicable Law

The parties agree that this Agreement will be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

ATTEST:

EAST STROUDSBURG AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS

Patricia Rosado, Secretary

BY: _____
Rich Schlameuss, President

WITNESS:

[Contractor]

SCHEDULE A

Description of Service to be performed (be specific):

Primary service for approximately 120 microscopes. They will figure out all of the parts and bulbs we would need and then they will provide a quote.

Location of Services: High School North and High School South

Effective Date: May 2023

Professional Fee:

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

b) Fixed Rate: \$ Not to exceed \$7,000.00

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

Budget Code: 10-1110-432-000-30-819-180-000-0000-Norh
10-1110-432-000-30-820-180-000-0000-South

Department: Principal Budget

District Initiator: _____

Authorization for Payment: _____ Date: _____

Purchase Order # _____