

**EAST STROUDSBURG AREA SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING – November 17, 2014**

Carl T. Secor Administration Center – Board Room

7:00 P.M.

ADDENDUM B

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
7.	Ball for Lives, Inc. (Dan Occhiogrosso)	Motivational Speaking Assembly on Character Education.	\$500.00	H.S. South	11/25/14

(See page 2-3)

XXV. BOARD MEMBER RESIGNATION

RECOMMENDATION: Motion to accept the resignation of Ryan J. Stevens as a Director of the Board of Education for the term ending December, 2017.

XXVI. BOARD MEMBER RESIGNATION ADVERTISEMENT

RECOMMENDATION: Motion to advertise one time each, on the earliest available date, in the Pocono Record, Pike County Dispatch and on the East Stroudsburg Area School District website that letters of interest for the Board of Education vacancy may be submitted to the Superintendent's Office at 50 Vine Street, East Stroudsburg, PA 18301 on or before 12:00 p.m. on December 2, 2014 for consideration at the December 2, 2014 School Board Special Meeting.

RESERVE
NOV 13 2014

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

THIS AGREEMENT is made this ^{4th} day of ^{November}, 2014 by and between:

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

AND

Don Occhiogrosso (the "Contractor") of Ball for Lives, 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

2

SCHEDULE A

Description of Service to be performed (be specific):

Three (3) Create the Crossover assembly presentations at East Straburg High School-South on Tuesday, November 25th at 7:30, 8:30, and 9:30am.

Location of Services:

Gymnasium or auditorium at ESHS-South.

Effective Date: 11/25/2014

Professional Fee:

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

b) Fixed Rate: \$ 500.00

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

Budget Code: 101100 330 -00-303131

Department: HS-South

District Initiator: M. [Signature]

instructional
or professional
services

Authorization for Payment: _____ Date: _____

Purchase Order # _____

3