REQ#:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ P.O.#:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WAPPINGERS CENTRAL SCHOOL DISTRICT**

**25 CORPORATE PARK DRIVE, P.O. BOX 396**

**HOPEWELL JUNCTION, NEW YORK 12533**

**CONSULTANT AGREEMENT**

THIS AGREEMENT made between**, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** hereinafter referred to as **“CONSULTANT”** and the **WAPPINGERS CENTRAL SCHOOL DISTRICT,** hereinafter referred to as the **“DISTRICT”,** shall be effective after execution by both parties of this Agreement and the corresponding Purchase Order.

1. Consultant shall provide the following services to the District**:**
2. The term of this Agreement is for **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** with a written report and invoice to follow as soon as possible, but within one (1) month following any evaluation, examination or consultation that may be
required. Time is of the essence.

The Wappingers Central School District will monitor any services purchased with grant or general funds. The District will decide prior to the delivery of the services, the type of evidence collected to monitor the program. Evidence may include, but is not limited to the following: Teacher surveys; Overall student achievement; and/or Teacher observation data.

1. Consultant shall be compensated at the flat fee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.** No other expenses or payments are authorized. Payment shall be made upon receipt of an invoice after verification that services were satisfactorily performed and all written reports received as prescribed herein.

4. This Agreement does not create an employee/employer relationship between the parties. It is the parties’ intention that Consultant will be an independent contractor, and not the District’s employee, for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payment, Federal Insurance Contribution Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the New York State Revenue and Taxation Law, the New York State Workers’ Compensation Law, and the New York State Unemployment Insurance Law.

 Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the service activities and responsibilities hereunder. Consultant agrees to be a separate and independent enterprise from the District. This agreement shall not be construed as creating any joint employment relationship between Consultant and the District, and the District will not be liable for any obligation incurred by the Consultant, if any, including but not limited to unpaid minimum wages and/or overtime premiums.

5. The Consultant shall indemnify and save the District harmless against:

1. all claims on account of injury, loss, damage, liability, suit, or expense, including attorney’s fees, arising or alleged to arise out of or in connection with any Consultant director, officer, employee, or agent’s performance of the Agreement, or any negligent, discriminatory, or illegal act of any Consultant director, officer, employee, or agent for which the District might otherwise be liable or might otherwise sustain loss or expense, including all expenses and fees incurred by the District in the defense, settlement or satisfaction thereof ; and
2. all losses, injuries or damages, and wages or overtime compensation due the Consultant’s employees, in rendering services pursuant to this Agreement, including payment of reasonable attorneys’ fees and costs in the defense of the claim made under the Fair Labor Standards Act or any other Federal or State Law.

-2-

1. The Consultant shall purchase and maintain comprehensive general liability, professional liability, and other such insurance in an amount not less than $1,000,000 per occurrence and $ 3,000,000 aggregate, as is appropriate, for the services being performed and furnished hereunder, and will maintain professional liability insurance with minimum policy limits of $1,000,000 per occurrence and $3,000,000 aggregate during the term of this agreement, and will provide protection from and against claims for damages due to bodily injury, sickness, death, and property damage, including the loss of use resulting therefrom, which arises from the services being performed and furnished hereunder. The Consultant shall, prior to performing services hereunder, deliver to the District a certificate of insurance that evidences such insurance naming the District as an additional insured, and which shall be maintained throughout the term of this Agreement.

1. The District retains the right to terminate this Agreement at any time deemed in the best interest of the District upon five (5) days written notice to Consultant by certified mail. The Consultant retains the right to terminate this Agreement upon thirty (30) days written notice to the District by certified mail.
2. Consultant warrants and agrees that members of its staff, whom shall have student contact with district students, will have appropriate fingerprinting and background checks performed as required by part 87 of the regulations of the commissioner of Education of the State of New York.
3. This Agreement is the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understanding, covenants, promises, warranties and representations, oral or written expressed or implied not incorporated into this Agreement are superseded. This Agreement may not be amended or supplemented in any way, except in writing, dated, and signed by authorized representatives of both parties.
4. If, for any reason, any provision of this Agreement is held unenforceable, all of the other provisions of this Agreement will remain in full force and effect, and the unenforceable provision shall be replaced by a mutually acceptable and enforceable provision in accordance with the parties’ original intent.
5. Claims, disputes, or other matters in question between the parties to this Agreement, arising out of or relating to the Agreement or breach thereof, shall be subject to and decided in accordance with the laws of the State of New York, and any such claims or causes arising out of or in connection with the Agreement shall be commenced in Supreme Court of the State of New York in Dutchess County.
6. This Agreement is subject to approval by the District’s Board of Education.

**WAPPINGERS CENTRAL SCHOOL DISTRICT: Name of Vendor:**

**Authorized by: Authorized by:**

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(Date) (Date)

(Revised by District Attorney 4/24)