

AGREEMENT FOR CONSULTANT SERVICES

AGREEMENT this 14th day of July 2021, by and between the Waterford-Halfmoon Union Free School District, hereinafter referred to as “District”, with its principal business address at 125 Middletown Road, Waterford, New York, and Cynthia Holmes, with a business address at PO Box 9403, Schenectady, New York, 12309, hereinafter referred to as “Consultant.” District and Consultant may hereinafter be collectively referred to as “the Parties.”

WHEREAS, the District desires to obtain certain services and activities as described below, hereinafter referred to as the “Scope of Work” or “Work”; and

WHEREAS, Consultant is qualified and, where required, licensed and/or certified to provide such services and do such work and will maintain such qualifications during the term of this Agreement; and

WHEREAS, the parties have discussed and agreed on the following terms and conditions for such Agreement:

NOW, THEREFORE, in consideration of the promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by both parties, the parties hereto agree, by and between themselves as follows:

1. **Term:** The Consultant is hereby retained by District as an independent contractor. The terms of this agreement shall begin upon execution of this Agreement by the parties and approval by the Board of Education, and end not later than June 30, 2022. This agreement may be terminated prior to June 30, 2022, upon completion of all required activities outlined herein or upon written notice from the District.
2. **Services:** Consultant shall be retained to perform risk management services to the District, including the identification, evaluation, and prioritization of risks the District may be exposed to, followed by coordinated and economical application of identifying resources to minimize, monitor, and control the probability or impact of such risks. Consultant shall perform risk management services customary to School Districts in New York State, and other associated work as directed by the District. The District reserves the right to direct or prioritize the work of the Consultant, based on the needs of the District.
3. **Qualifications:** Consultant is qualified to provide the risk management services required by this Agreement and will maintain such qualifications during the term of this Agreement.
4. **Schedule:** Consultant is authorized to perform up to ninety-six (96) hours of such Work during the term of this Agreement. The District may request, and the Consultant shall perform, additional hours on an as-needed basis, as directed by the Superintendent of Schools. During this time period, Consultant is free to devote her attention to the Work as the Consultant best determines in order to accomplish the objective of the Work and is not required to perform such work during particular hours, on particular days or in a particular location, unless noted, so long as any time line or deadline for completion of the Work or portions of the Work are satisfied.

5. **Fees and Charges:** Consultant's fees is set at an hourly rate of \$75/hr. for hours performed during the normal work day, defined as weekdays from 7:00 a.m. to 5:00 p.m. throughout the term of this Agreement. Hours performed outside of the normal work day shall be paid at the rate of \$100/hr. It is understood and agreed that Consultant shall make every attempt to perform the Work during the normal work day, absent circumstances that render it difficult to do so. Hours worked in excess of the ninety-six (96) hours guaranteed under this Agreement shall be paid at the above referenced rates. The Consultant is not entitled to reimbursement of any expenses pursuant to this Agreement.

6. **Payment:** Payment pursuant to this Agreement is dependent upon the satisfactory completion of work, faithful compliance with the Agreement, and monthly submission of invoice(s) describing work performed. Contractor shall bill the District for time worked in increments of .25 hours, and shall submit monthly invoices on a form provided by the District. Contractor is responsible for maintaining and submitting to the District's Business Office a detailed statement of time worked. Payments shall be made within thirty (30) days of receipt and audit of a properly detailed invoice for Work performed.

7. **Independent Contractor:** Consultant is an independent contractor and is neither an agent nor employee of District, and Consultant's employees and agents shall not be considered agents or employees of the District for any reason whatsoever. The Consultant is not entitled to any benefit plan afforded to the employees of District such as Worker's Compensation, unemployment insurance benefits, or any other benefit, right or privilege available to employees of District. The District will provide Consultant with Internal Revenue Service Form 1099 for compensation. Consultant is responsible for payment of taxes due for payments under this Agreement.

8. **Record Confidentiality:** The Consultant shall observe all applicable Federal and New York State requirements relating to the confidentiality of records and information provided to the Consultant by the District, including but not limited to, student records.

9. **Record Ownership:** All records generated by the Consultant as a result of rendering services under this Agreement shall be the property of the District and maintained in District files. The Consultant may maintain duplicate records for its purpose consistent with confidentiality requirements.

10. **Equipment:** Consultant shall provide all equipment necessary to perform the Work, including a carbon monoxide meter, at no additional cost to the District. District provides a Qtrak meter if/as needed.

11. **Assignment:** The Consultant is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement and its obligations thereunder without the prior written consent of the District.

12. **Insurance:** Consultant shall maintain, in full force and effect, during all times this Agreement is in force, a general liability policy with maximum limits of the \$1,000,000 per occurrence/\$3,000,000 aggregate, naming the District as an additional insured

thereunder and that the District shall receive no less than 15 days written notice in the event of the termination thereof. Contractor shall provide the District with a Certificate of Insurance reflecting the information set forth in this paragraph. Failure to maintain insurance at adequate levels, or at all, shall result in immediate termination of this Agreement.

13. **Indemnification:** The Consultant shall defend, indemnify and save harmless the District, its employees and agents from and against all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Consultant. The District agrees to indemnify and hold harmless the Consultant from and against any and all losses, claims, damages, liabilities, judgments, charges and expenses (including all legal or other expenses reasonably incurred by the Consultant) in connection with investigating or defending against or providing evidence in any litigation, whether commenced or threatened, in connection with any claim, action or proceeding to which the Consultant becomes subject, whether or not resulting in any liability, caused by, or arising out of any Services by the Consultant under this Agreement; provided, however, that the District shall not be liable in any such case to the extent that any such loss, claim damage or liability is found to have resulted from the Consultant's negligence, bad faith, fraud or misconduct.

14. **Non-Discrimination Clause:** The Consultant agrees that she shall not violate any Federal or New York State laws regarding discrimination in employment.

15. **Applicable Law:** This Agreement shall be governed by the laws of the State of New York. Any action by either party related to this Agreement shall be commenced in New York State Supreme Court for the County of Saratoga.

16. **Termination of Agreement:** This Agreement shall terminate upon the expiration of the term set forth herein, upon submission by the Consultant of the product and services described above in a form and manner satisfactory to the District or upon mutual agreement. The Parties reserve the right to terminate this Agreement upon failure by either party to meet the terms and conditions set forth herein. The District has the right to terminate this Agreement at any time, with or without cause, upon seven (7) days written notice to the Consultant. In the event of early termination, Consultant shall only be paid for time worked.

17. **Modification:** This Agreement shall not be altered or otherwise amended without a writing signed by both parties.

18. **Board Approval:** This Agreement is subject to the approval of the Board of Education of the District.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

Date: _____ By: _____
President, Board of Education

Date: _____ By: _____
Cynthia J. Holmes, Consultant