

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (the "Agreement") is entered into as of the 12 day of December 2022, by and between Scotia-Glenville Central School District ("SGCSD") and GMullady Associates, Inc. a company with an address of 129 Josephine Drive, Wading River, NY 11792 ("GMullady Associates, Inc.") (SGCSD and GMullady Associates, Inc. are individually referred to as a "Party" and collectively referred to as the "Parties").

For valuable consideration, the Parties agree as follows:

1. Project. SGCSD hereby retains GMullady Associates, Inc. to furnish services related to the review of SGCSD's current master schedule, the preparation of the master schedule for the 2023-2024 school year, and the training of a new master scheduler designated by SGCSD (the "Services"). In performing the Services, GMullady Associates, Inc. shall be required to work both off-site and at SGCSD's premises as may be directed by SGCSD. GMullady Associates, Inc. shall comply with the policies, standards, and regulations of SGCSD and shall perform the Services professionally, faithfully, intelligently, to the best of GMullady Associates, Inc.'s ability, and in the best interests of SGCSD.

2. Term. The term of this Agreement shall commence on December 12, 2022, and shall continue until June 30, 2023, unless terminated earlier by the Parties as provided for in this Agreement (the "Term").

3. Compensation. GMullady Associates, Inc. shall expend no more than thirty (30) days during the Term to complete the performance of the Services and shall be compensated at the rate of Seven Hundred and 00/100 (\$700.00) Dollars per full day off site and Nine Hundred Fifty and 00/100 (\$950) for onsite Services properly performed. For onsite visits the daily rate of pay shall include travel expenses. GMullady Associates, Inc. shall invoice the District monthly at the end of each month for Services performed in that month. SGCSD shall pay GMullady Associates, Inc. for the Services properly performed within thirty (30) days of its receipt of GMullady Associates, Inc.'s invoice.

4. Indemnification. To the fullest extent permitted by law, GMullady Associates, Inc. shall defend, indemnify and hold the District, its officers, board members, agents, and employees harmless from and against any suits, claims, damages, losses, or expenses, including but not limited to attorneys' fees and litigation costs, arising out of or resulting from the performance of GMullady Associates, Inc.'s Services. This provision shall not be construed to require GMullady Associates, Inc. to indemnify SGCSD for the negligence of SGCSD to the extent such negligence proximately caused the damages resulting in the complaint.

5. Termination.

Mutual Termination: This Agreement may be terminated at any time upon the mutual written agreement of the Parties.

Termination for Cause: This Agreement may be terminated by either Party upon not less than thirty (30) days' written notice to the other Party should the other Party breach its obligations under this Agreement through no fault of the Party initiating the termination and the other Party fails to cure such breach within the thirty (30) day notice period or fails to reasonably undertake to cure the

breach if it cannot be cured within such period.

Termination for Convenience: SGCS D may terminate this Agreement for its convenience at any time. This right may be exercised by SGCS D in its complete discretion. It is understood that if SGCS D terminates this Agreement for its convenience, GMullady Associates, Inc. shall only be compensated for Services properly performed up to the date of such termination.

6. Independent Contractor. The Parties agree that the relationship between GMullady Associates, Inc. and SGCS D shall at all times be considered that of an independent contractor. GMullady Associates, Inc. shall be solely responsible for the payment of all applicable federal, state or local withholding or similar taxes or deductions with respect to the compensation received by GMullady Associates, Inc. for the Services. GMullady Associates, Inc. shall not be eligible for any benefits or participation in any benefit plans that may be available to employees of SGCS D, including health, dental, disability, life insurance, pension plans or other benefits. In addition, the Parties acknowledge that neither party has, or shall be deemed to have, the authority to bind the other party.

7. Confidentiality. In providing the Services, GMullady Associates, Inc. shall comply with all legal requirements and New York State and federal laws and regulations and agrees to keep all reports and records of students and their families confidential in compliance with New York State and federal laws and regulations dealing with the confidentiality of education records. GMullady Associates, Inc. acknowledges and agrees to comply with GMullady Associates, Inc.'s responsibilities under these laws and with SGCS D's Parents Bill of Rights pursuant to Education Law Section 2-d, which is incorporated by reference herein and made a part hereof.

8. Governing Law. This Agreement shall be governed by the laws of the state of New York. The Parties expressly agree that any claim, dispute, or other controversy of any nature arising out of the Agreement or performance of the Services shall be commenced and maintained in New York State Supreme Court located in the county where SGCS D is located. Nothing contained herein is intended to alter or replace any provisions of the laws of the state of New York relating to claims made against SGCS D or to relieve GMullady Associates, Inc. from any obligations thereunder.

9. Notices. All notices required or permitted under this Agreement shall be in writing and shall be emailed, with verification of receipt, hand delivered, or sent by certified mail, return receipt requested, or by an overnight courier service which provides proof of delivery. Notices shall be effective when received. Notices shall be sent to the Parties at the following addresses, or such other addresses as the Parties may designate in writing:

Scotia-Glenville Central School District  
90 Preddice Parkway  
Scotia, New York 12302  
Attention: Susan Swartz, Superintendent of Schools

Gerald Mullady

Gerald Mullady

10. Counterparts. This Agreement may be executed in counterparts, and each executed

counterpart shall have the same force and effect as an original instrument as if all parties to the counterparts had signed the same instrument. The parties agree that signatures, including electronic signatures, transmitted by facsimile or scanned and e-mailed shall have the legal effect of original signatures.

11. Entire Agreement. This Agreement represents the entire understanding between the Parties and supersedes all prior discussions, representations or agreements, either written or oral.

Scotia-Glenville Central School District

By: \_\_\_\_\_  
Its

Gerald Mullady  
Gerald Mullady