

**SCOTIA-GLENVILLE SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES**

AGREEMENT this 5 day of June, 2023, by and between the Scotia-Glenville School District, hereinafter referred to as "District", with its principal business address at 900 Preddice Parkway, Scotia, New York and Richard Wiesen, with an address at 42 Greenfield Avenue, Ballston Spa, New York, 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 represents that he is qualified to provide such services and to do such work; 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 on July 1, 2023 and terminate on June 30, 2024, unless extended by mutual agreement of the parties in writing. This agreement may be terminated prior to June 30, 2024 upon written notice from the District as is provided below.

2. **Services:** Consultant shall perform the services and work (hereinafter "Work") described as: working under the direction of the Assistant Superintendent for Curriculum and Instruction, the Consultant will input, extract, manage, and manipulate data for various local, state, and federal reporting which is required of the School District by these various government agencies; he will assist with management of PowerSchool (the district's SIS) and Power Gradebook; and, he will provide support for other student and staff data and data sources as requested by the Assistant Superintendent for Curriculum and Instruction. A listing of such support tasks is attached hereto.

3. **Qualifications:** Consultant is qualified and, if required, licensed and/or certified, to provide the services required by this Agreement and will maintain such certification(s)/qualification(s) during the term of this Agreement. Failure to do so will result in termination of this Agreement.

4. **Schedule:** Consultant is free to devote 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 is satisfied. The Consultant shall work with the District so as to coordinate any work to be performed so as to minimize the disruption to District staff and students.

5. **Fees and Charges:** Consultant's fees shall be set at a flat rate of \$1200 per month. The Consultant will maintain a time sheet for each month detailing the dates, hours, and tasks performed and submit it to the Assistant Superintendent each month for payment. There shall be no reimbursement for travel or any other expenses. In the event this Agreement is terminated at a time other than at the end of a month, the fee due to Consultant for that month shall be pro-rated based on the date of termination.

6. **Independent Contractor:** Consultant is an independent contractor and neither the Consultant nor any of its employees, subconsultants, or agents are employees of District. The Consultant and any of its employees, subconsultants, or agents are not entitled to participate in any benefit plan afforded to the employees of District, Worker's Compensation, unemployment insurance benefits, nor any other benefit, right or privilege available to employees of District. District will provide Consultant with Internal Revenue Service Form 1099. Consultant is responsible for payment of taxes due for payments under this Agreement.

7. **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.

8. **Termination:** This Agreement shall terminate 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 Parties have the right to terminate this Agreement at any time, with or without cause, upon ten (10) days written notice to either the District or the Consultant.

9. **Confidentiality:** Consultant agrees to comply with all applicable provisions of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232, as well as all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) in the performance of his services under this Agreement. Consultant's obligations pursuant to this paragraph shall survive termination of this Agreement


10. **Indemnification:** Consultant covenants and agrees to defend (at the option of the District), indemnify and hold the District harmless from any and all losses, damages or liability, including but not limited to reasonable attorney's fees and the costs of litigation, arising out of the provision of services by Consultant's pursuant to this Agreement. The provisions of this paragraph shall survive termination of this Agreement.

11. **Governing Law:** This Agreement shall be governed by, construed and enforced in accordance with the law 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 Schenectady.

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

13. **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: 4/5/23 By: 
Consultant