



Port Jervis

SCHOOL DISTRICT

Ruth Zuclich
Director of Pupil Personnel
Peggy Fitzgerald
Chairperson, CSE/CPSE

10 Route 209
Port Jervis, NY 12771

"Revised"

Linda Van Horn
Administrative Aide
845-858-3100 Ext. 16504
Fax (845) 858-3191

CONSULTANT AGREEMENT

AGREEMENT made by and between

THE PORT JERVIS CITY SCHOOL DISTRICT a municipal corporation organized existing under and pursuant to the Education Law of the State of New York having an office and place of business at 9 Thompson Street, Port Jervis, New York 12771 (hereinafter referred to as the "district") and **ACCUCARE NURSING & HOMECARE** Phone 845-624-0260 Fax 845-6240264 email: accucarenursing@aol.com

Having a principal place of business at: **20 Old Turnpike Road, Ste 307**
(Hereinafter referred to as the "Consultant") **Nanuet, NY 10954**

WITNESSETH

WHEREAS, the Port Jervis City School District has engaged the services of the Consultant to perform certain work, labor and services pursuant to the terms of this Agreement and in accordance with the Schedule of Services more particularly set forth in Item 3, Compensation listed below and made part hereof: and.

WHEREAS, the District and Consultant wish to confirm, by this Agreement, the terms and conditions under which the Consultant will be engaged to perform the services enumerated herein;

NOW, THEREFORE, it is mutually agreed upon by and between the District and the Consultant as follows:

1. Consultant Services: In consideration of the promises, covenants and undertakings contained herein, Consultant agrees to and shall perform, on behalf of the District, the services as more particularly enumerated and set forth in Item 3, Compensation listed below and made part hereof.

All services to be performed by Consultant, for the benefit of the District, shall be performed in a competent and professional manner, consistent with the custom and usage in the trade, industry or profession for which the Consultant is engaged. Further, all work and services performed by Consultant, on behalf of the District, shall conform, in all respects, with all applicable provisions of the State Education Law, General Municipal Law and/or Finance Law to which the District is subject.

2. Term of Agreement: Consultant agrees to and shall perform the services enumerated herein on a per diem basis, as and when requested by the District, Commencing from Sept 1, 2014 up to and including June 30, 2015.
3. Compensation: In consideration of the services to be performed by Consultant on behalf of the District, the District agrees to and shall pay and/or compensate the Consultant as follows:

A. Fee at the rate of: \$40.00 per hour for an LPN. An RN may be substituted at the same rate. If the nurse is traveling more than a 20 mile radius to the Port Jervis City School at the 209 complex an additional \$6.00 per hour will be paid. (Nurses must provide verification of their residence.)

The compensation to be paid hereunder by the District to Consultant shall be paid in the ordinary and normal course of business of the District consistent with its current billing and payment practices. Payments shall be made upon receipt of invoice from Consultant subject to substantiation and verification, in form and content satisfactory to the District, that the services contracted for have been performed as prescribed and as acceptable to the District.

4. Independent Contractor Status: The District and Consultant mutually and reciprocally represent, warrant and covenant to the other that it is the intention of this Agreement that Consultant's relationship with the District shall be construed, in all cases, to be that of an independent contract and not as creating an employer/employee relationship, joint venture relationship and/or partnership and all provisions of this Consulting Agreement, including but not limited to the application and interpretation of the requirements of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security 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, shall be construed so as to effectuate that intent.

5. Indemnification: In consideration of the promises, covenants and undertakings contained herein, and as an additional inducement to the District entering into this Agreement, Consultant agrees to and shall indemnify, save and hold the District free and harmless against any liability arising out of or in any way connected with this Agreement as follows:
 - A. All claims on account of injury, loss or damage arising out of or alleged to arise out of or in connection with the Consultant's performance or nonperformance of this Agreement, including but not limited to all expenses and fees (including reasonable attorney's fees and experts) incurred by the District in the defense, settlement and/or satisfaction thereof; and
 - B. All losses, injuries or damages, and wages or overtime compensation due to the Consultant's employees if rendering services pursuant to this Agreement, including but not limited to, the payment of reasonable attorney's fees and costs in defense of the claim made hereunder pursuant to the Fair Labor Standards Act or any other federal or state law.
6. Termination: The District specifically reserves the right, unto itself, to terminate this Agreement, upon written notice to the Consultant (by personal delivery, certified mail return receipt or express through recognized overnight delivery service), with or without cause, in its sole and absolute discretion.
7. Binding Effect – Ratification: This Agreement is subject to and conditioned upon ratification of the terms, conditions and provisions herein by the Board of Education of the Port Jervis City School District.
8. Interpretation: All matters affecting the interpretation, construction and validity of this Agreement shall be governed by the laws of the State of New York.
9. Partial Invalidity: If any of the provisions of this Agreement shall be held invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

10. Modification or Waiver: No modifications or waiver of any of the terms of this Agreement, including this provision, shall be held valid unless in writing and signed by the parties sought to be charged. No waiver of breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar provision.
11. Further Documents: Each of the parties hereto agrees further, at any time, and from time to time, to make, execute and deliver any and all documents necessary to effectuate the provisions of this Agreement.
12. Binding Effect: All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, legal representatives and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

PORT JERVIS CITY SCHOOL DISTRICT

Dated: _____

By: _____
District Superintendent

Dated: _____

Assistant Superintendent for Business

Dated: _____

Consultant Ellen Foote
Accucare Nursing & Home Care