

CONSULTANT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between Baldwin-Whitehall School District ("District") with its administrative offices located at 4900 Curry Rd. Pittsburgh, PA 15236,

A N D

("Consultant"), an individual/entity having a business at, Suzanne DaSilva 4001 Weatherburn Dr. Valencia, PA 16059.

WHEREAS, the Consultant provides professional and administrative services, including school-based access billing management and support; and

WHEREAS, the District wishes to retain the consultant to provide services to the district.

NOW, THEREFORE, with the intent to be legally bound here by, the parties agree as follows:

1. Services. Consultant will provide professional and administrative services, including school based access billing management, support, and other related services as requested and approved by the Superintendent or designee.
2. Terms. The services shall be provided from July 1, 2022 through June 30, 2023. The term may be extended by written mutual consent of the parties.
3. Payment and billing. Invoices for rendering the services described herein shall be submitted to the district business office. Invoices shall be submitted on a monthly basis and include the billing details requested by the Superintendent or designee. Payment will be authorized upon certification of completion of the invoiced services by the Superintendent or designee. The services shall be provided by the consultant at a rate of \$35 per hour the consultant shall only receive payment for services rendered and verified as set forth in this agreement. Hours will not exceed 10 hours per week without district pre approval.
4. Clearances. Consultant and any of its employees providing services here under shall obtain, at their own expense, and submit all criminal background reports required by 24 P.S 1-111, as amended and child abuse certification required by 23 PA .C.S 6344 and 6344.4. All required reports and certification must be submitted to the district prior to performing any services under this agreement. No payments shall be authorized unless all required reports and clearances have been received.
5. Confidentiality. consultant agrees to execute any confidentiality agreements necessary for it to complete services under this agreement.
6. Intellectual Property.
 - a. Copyright. The district reserves copyright in all written and electronic materials developed by the consultant for the district as part of this agreement. District materials may not be copied or otherwise reproduced without express written permission of the district. Consultant reserves copyright in all written in electronic materials developed outside of this agreement.
 - b. Use of Name. Consultants shall request permission from the district prior to using the district name or logos in any report for publication.
7. Independent Contractors. Consultant shall be considered an independent contractor at all times relevant to this agreement. During the performance of this agreement, the consultant will not

be considered an employee of the district and employees of the district will not be considered employees of the consultant within the meaning of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, workers compensation, industrial accident, labor or taxes of any kind, nor within the meaning or application of the other parties employee fringe benefits program for purposes of vacations, holidays, pension, group life insurance, accidental death, medical, hospitalization, and surgical benefits. Consultant and any employees who are to perform the services here under shall be under the employment and ultimate control management and supervision of consultant. Nothing contained herein shall be construed to imply a joint venture, partnership, or principal-agent relationship between the district and consultant, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

8. Termination. this agreement may be terminated by either party upon 30 days written notice to the other party. If the agreement is terminated, the contractor will help support the transition of new consultants through training.
9. Indemnification. Both parties will indemnify and hold the other party harmless for any and all liability arising from an act or omission of the responsible party relating to the consultants service under this agreement subject to the applicable limits of the Political Subdivision Tort Claims Act.
10. Insurance. Consultant shall be responsible for procuring professional liability insurance at its own expense. The limit of this Polish C shall be a minimum of \$100,000 per claim in an aggregate of \$300,000 per occurrence and the district shall be added as an additional name insured a certificate of insurance must be submitted prior to providing services here under this policy must remain in full force and effect for the duration of the agreement.
11. Entire Understanding. This agreement constitutes the entire and soul understanding between the parties with respect to the subject matter hereof and supersedes any prior written agreements and any prior, contemporaneous or subsequent oral understanding, with respect to the subject matter hereof.
12. Modification or Amendment. They were shall be no modifications or amendments of this agreement, except in writing, executed with the same formalities of this instrument.
13. Conflict. In the event of any conflict, ambiguity or inconsistency between this agreement and any other document which may be annexed hereto, the terms of this agreement shall govern.
14. Governing Law. This agreement shall be construed to be made and interpreted under the laws of the Commonwealth of Pennsylvania and all disputes, claims or controversies arising under this agreement or the negotiations, validity or performance hereof to the transaction contemplated herein shall be construed under and governed by the laws of the Commonwealth of Pennsylvania without giving effect to conflicts of law principles which would result in the application of the laws of any other jurisdiction.
15. No Third Party Beneficiaries. The parties do not intend that any third party have any rights as a third party beneficiary of this agreement.
16. Severability. if any portion of this agreement is to be void, invalid, or otherwise unforeseeable, in whole or part, the remaining portions of this agreement shall remain in effect.

The undersigned agree to the terms and conditions set forth above:

CONSULTANT

Date: _____

BALDWIN-WHITEHALL SCHOOL DISTRICT

Date: _____