

Contract for Services

SCHOOL DISTRICT CONSULTANT SERVICES CONTRACT for

CAREER & EMPLOYMENT OPTIONS, INC.

THIS AGREEMENT is entered into this ____ day of _____, 20__ by the Board of Education of the _____ (hereinafter "District"), and Career & Employment Options CEO, Inc., located at 1 Rabro Drive Suite 102, Hauppauge NY 11788 (hereinafter "Consultant").

TERM:

This AGREEMENT shall commence on July 1, 2022, and continue thereafter in full force and effect through the period ending June 30, 2023, unless terminated as hereinafter specified in this AGREEMENT.

CONDITIONS:

In performing services specified in this AGREEMENT, it is understood that:

1. Consultant will be engaged as an independent Contractor and therefore be solely responsible for the payment of federal and state income taxes applicable to this AGREEMENT.
2. Consultant will not be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. District, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
4. This contract, and any amendments to this contract, will not be in effect until approved by District.
5. District reserves the right to reject any of the Consultant's staff, which District, at its sole but reasonable discretion, may deem unqualified.

SERVICES AND RESPONSIBILITIES:

1. During the term of this AGREEMENT, Consultant will provide the District with the services set forth in the attached Schedule of Work and Fees.

2. Consultant shall provide conscientious, competent and diligent services throughout the entire term of this AGREEMENT.
3. Consultant will provide on-site services within the District.
4. Consultant shall perform such services in accordance with established and acceptable requirements of the State Education Department.
5. Consultant shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and school district policies and procedures in force during the term of this AGREEMENT. All students' records, logs, etc., will be the property of District and will be considered as mandated records. Consultant shall observe and comply with all District Policies and Regulations while on the grounds of the District or providing services under this Agreement.
6. **See Addendum A, B, C, and D.**

REPRESENTATIONS:

Consultant represents that its officers, employees and agents are professionals of good character, who are in good professional standing and who possesses current and valid license, if any, necessary to perform the services under this AGREEMENT. Consultant represents that its officers, employees and agents are not currently charged, nor in the past has been charged with any criminal or professional misconduct or incompetence. Consultant shall provide copies of licenses of all professionals servicing the District upon the execution of this AGREEMENT.

In the event that the license of Consultant or any officer, agent or employee thereof is revoked, terminated, suspended, or otherwise impaired, or if any litigation becomes pending against Consultant, or in the event that Consultant receives notice of such impending action, Consultant shall immediately notify District through the Superintendent of Schools.

COMPENSATION:

District agrees to pay Consultant the fees indicated on the attached Schedule of Work and Fees, following presentation of detailed, written, invoices and approval by the Board of Education.

INSURANCE:

Consultant, at his sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the District as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by Consultant in connection with the performance of Consultant's responsibilities under this AGREEMENT; each such policy shall provide a minimum coverage of One Million (\$1,000,000.00) Dollars in the event of injury or death to one person, and Three Million (\$3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. Upon the execution of this AGREEMENT, Consultant will supply District with a copy of said policy.

INDEMNIFICATION

Career and Employment Options, Inc. represents and warrants that it, nor its employees or contractors, are not excluded from participation, and is not otherwise ineligible to participate, in a “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event Career and Employment Options, Inc or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Career and Employment Options will notify the District, in writing, within three (3) days after such event. Upon the occurrence of such event, whether or not on such notice is given to Career and Employment Options, Inc, the District reserves the right to immediately cease contracting with Career and Employment Options, Inc.

If Career and Employment Options, Inc is an Employment Agency, Career and Employment Options, Inc represents and warrants that its employees and contractors are not excluded from participation in a “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

Career and Employment Options, Inc. further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

- The General Services Administration’s Federal Excluded Party List System (or any successor system),
- The United States Department of Health and Human Service’s Office of the Inspector General’s Lists of Excluded Individuals and Entities or any successor list,
- The New York State Department of Health’s Office of the Medicaid Inspector General’s list of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered Career and Employment Options, Inc. will notify the District in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given to Career and Employment Options, the District reserves the right to immediately cease contracting with Career and Employment Options.

Consultant and District shall defend, indemnify and hold harmless one another and their officers, directors, employees and agents from and against any and all claims, liabilities, losses, damages, costs or expenses of any kind, including reasonable attorney’s fees and disbursements, incurred as a result of or arising out of and relating to any acts or omissions of the other party’s officers, directors, employees or agents relating to the services provided pursuant to this AGREEMENT.

DEFAULT AND TERMINATION:

Either Consultant or District may terminate this AGREEMENT upon thirty (30) days prior written notification to the other party. Such notice shall be deemed to have been given, if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Malverne Union Free School District
75 Ocean Avenue
Malverne, NY 11565

To Consultant: Career & Employment Options, Inc. (CEO, Inc.)
Nicholas A. Villani, President/CEO
1 Rabro Drive Suite 102
Hauppauge, N.Y. 11788

In the event the consultant or District terminates this AGREEMENT upon thirty (30) days written notice, with or without cause, Consultant shall not be liable to the District for further services, and the District shall only be liable to Consultant to those amounts invoiced for services performed by Consultant.

The parties agree that Consultant's failure to comply with any terms or conditions of this AGREEMENT will be deemed a material breach of contract.

SUCCESSORS AND ASSIGNS: It is expressly understood that this AGREEMENT shall not be assigned without prior written consent of the other party.

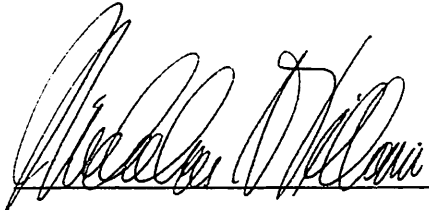
ENTIRE AGREEMENT:

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions or covenants between the parties relating to the subject matter of the AGREEMENT.

This AGREEMENT may not be changed orally, but only by an AGREEMENT, in writing, signed by the parties hereto.

WHEREFORE, the parties have set their hands and seals this ____ day of _____, 20__.

School District Personnel

_____/_____/_____
 01/21/2022

Nicholas A. Villani, President/CEO

Career and Employment Options, Inc.