

# THIS SERVICE AGREEMENT dated this 2nd of August, 2022

#### BETWEEN:

Malverne UFSD 301 Wicks Lane Malverne, NY 11565 (the "Customer")

- AND -

Consulting That Makes A Difference, Inc. 1070 Middle Country Road Suite 7, Box 223 Selden, NY 11784 (the "Service Provider")

## Service Agreement

#### BACKGROUND:

- 1. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- 2. The Service Provider is agreeable to providing such services to the Customer, on the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

# Engagement and Scope of Services

1. Service Provider shall provide educational consulting services during the 2022-2023 school year. These services may include, but are not limited to, workshops, classroom visitations and team meeting attendance and facilitation.

#### Term of Agreement

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect from August 2, 2022 until June 30, 2023.

Phone: 631-680-8470

Email: Diane.Ripple@cmdi.us

1070 Middle Country Road Suite 7, Box 223 Selden, NY 11784

www.cmdi.us



## **Performance**

3. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## Compensation and Payment Schedule

4. See attached "Fees and Services" schedule for full disclosure of all services and fees. SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty days from receipt of invoice from SERVICE PROVIDER.

## **Cancellation Policy**

5. CUSTOMER must notify SERVICE PROVIDER of a cancellation of a scheduled workshop or consultation date in advance of 10 calendar days of scheduled date. If CUSTOMER cancels a scheduled workshop or consultation date within less than 10 calendar days from scheduled date, CUSTOMER agrees to pay for cancelled date in full according to the compensation and payment schedule set forth in this agreement.

## Modification of Agreement

6. This Agreement may only be altered, amended, or modified by written assignments signed by all the parties hereto.

#### **Independent Contractor**

SERVICE PROVIDER acknowledges that she will not hold herself as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and the extent set forth in this Agreement, and her/his relationship to SCHOOL DISTRICT shall, during the periods of her services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon her other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including. but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

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1070 Middle Country Road Suite **7**, Box 223 Solden, NY **1**1784



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

| CONSULTING THAT MAKES A DIFF | ERENCE, INC.     |
|------------------------------|------------------|
| By DIANE RIPPLE, President   | <del>)</del>     |
| MALVERNE UFSD                |                  |
| Ву                           | _(signature)     |
|                              | _ (printed name) |
|                              | (4:41 - )        |

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