



Oneonta City School District

31 Center Street Oneonta, New York 13820 (607)433-8200, ext. 1302 Fax: (607)433-8290

This agreement is entered into this _____ day of _____, 20____, by and between the Oneonta City School District and _____, herein called the Independent Contractor (Consultant).

Whereas, the Oneonta City School District has need of the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, the Oneonta City School District hereby agrees to pay \$_____ per hour/day/program to the Consultant for the performance of said services during the period from _____ through _____ for a maximum of _____ hour(s)/day(s)/program(s) with a maximum sum of \$_____. Generally, these payable consulting services will include, but will not be limited to the following:

Program: _____ Building: _____

Please provide a detailed description of services to be provided. Attach additional sheets if necessary.

In performing the above services, it is understood that:

1. If the Consultant is expected by the school district to provide services which involve direct contact [meaning in person, face-to-face communication or interaction with students under the age of twenty-one (21)] more than five (5) days in a school year, fingerprinting clearance is required in advance of services being rendered. Fees associated with the fingerprinting process shall be paid by the contractor. For more information, please call the Personnel Office at (607) 433-8200, ext. 1304.
2. The Consultant will be engaged as an Independent Contractor and therefore solely responsible for the payment of federal and state income taxes applicable to the agreement.
3. The Consultant will not be eligible for any benefits relative to this contract for social security, NYS workers' compensation, unemployment insurance, NYS Employees' Retirement System, etc.
4. The Consultant will submit claim forms to the Oneonta City School District project coordinator to be countersigned that will not exceed the total contract price for the services rendered.

5. If payment to the Consultant is to be charged against federal or state funds, the Consultant will certify that he/she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service rendered.
6. Contractor will complete and return a Form W-9 with the contract. The Oneonta City School District, in accordance with federal or state requirements, will submit a Form 1099 at year-end to the federal government for all individuals who have gross income exceeding IRS reportable limits, which thereupon will be reported for income tax purposes. Payment of contract cannot be made without a completed W-9 Form.
7. This contract and any amendments to the contract will not be in effect until approved by the Oneonta City School District. The business official approves contracts for \$1,000 or less. The Board of Education approves contracts over \$1,000.
8. The District shall not assume any liability for Consultant's performance of services. Furthermore, the Consultant will provide such proof of insurance, bond, indemnity, or hold a harmless agreement as the District may require prior to providing services.
9. Consultant shall not have any right to sell, advertise, or otherwise market goods or services.
10. The attached Medicaid Provider Rider is incorporated by reference into this agreement.

 Consultant Signature

 Print or Type Name

 Name of Company

 Address

 Title

 City/State/Zip

 Date

FOR OCSD USE ONLY:

Fingerprinting Required: Yes No

 Administrator Date Budget Code

Business Official Approval: _____ Date: _____

Board of Education Approval Date: _____