

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this ____ day of _____ 200__, by and between the NIAGARA FALLS CITY SCHOOL DISTRICT, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and (name and address of contractor), (hereinafter "_____").

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the parties do hereby MUTUALLY AGREE as follows:

1. Engagement of Name.

All of the functions will be performed under the direction of the Superintendent and/or his designee. _____ shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. _____ shall not be an employee of the District. _____ is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the contractor to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation to Name. Upon receipt of payment invoices, the District shall pay to _____ its services hereunder a sum not to exceed \$_____. Payment checks payable to the order of the _____ shall be deemed full payment to, and acquittance by the _____.

5. Indemnification. To the fullest extent permitted by law, _____ shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, it's agents, servants and/or employees.

6. Taxes and Insurances. _____ and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. _____ and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from _____ to _____, provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by _____ under this Agreement are unique and personal. Accordingly, _____ party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Independent Contractor

President, Board of Education

STATE OF NEW YORK)
) ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2009, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, _____, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)ss:
COUNTY OF NIAGARA)

On this _____ day of _____ 2009, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Robert J. Kazeangin, Jr.**, President of the Board of Education of the School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

Notary Public