

## Services Agreement

This agreement made this 12<sup>th</sup> day of July 22 between the Vestal Central School District, a public school organized and existing under the laws of the State of New York, its principle office and place of business in the town of Vestal, Broome County, New York, hereinafter known and designated as the "District" and Dan Miller, who resides at 66 Glann Road, Apalachin, New York, hereinafter known and designated as the "Contractor",

WITNESSETH:

1. The Contractor shall provide the following services to the District.
  - a. Assistant Director for 2022-23 Vestal Marching Band
2. The District shall pay the sum of \$5,165 to the Contractor for services rendered upon receipt of documentation as required by the District. The Contractor is responsible, as an independent contractor, for estimated payments of State and Federal income taxes and self-employment taxes. The District is not responsible for health insurance benefits, retirement/deferred compensation benefits, workers compensation coverage, disability insurance, federal, state, social security or Medicare tax withholding, or any other form of benefit or compensation, due to the Contractor's independent contractor status.
3. The Contractor retains the right to exercise prudent professional judgment over the manner and means by which his/her professional services are to be provided to the District.
4. The Contractor will not hold out or claim to be an employee, officer or agent of the District or any of its departments, in any manner.
5. The Contractor agrees to indemnify and hold harmless the Board of Education of the Vestal Central School District, its agents, officers, board members, against any and all claims, causes of action, suits, proceedings, judgments, awards, as well as reasonable expenses, including attorneys' fees, actually and necessarily incurred by the Board of Education, its officers, members, employees, agents, etc. in connection with any action or the defense thereof or in connection with an appeal therein, arising out of any action, proceeding, claim, cause of action, suit, special proceeding, administrative claim, administrative proceeding or any procedure, claim or suit of any kind whatsoever arising out of the performance of this Agreement by the Contractor, or arising out of the acts of any of his/her employees, agents, servants or persons acting by or on his/her behalf.
6. The duration of this Agreement shall be through June 30, 2023.
7. The Contractor retains the right to provide his/her professional services directly to persons other than the District or indirectly through a contract with another agency.
8. The Contractor agrees to comply with all Federal, State, County or other municipal laws or regulations and School District policies, which pertain to the performance of the Agreement.
9. This Agreement constitutes the entire agreement between the parties hereto, and no statement, promise, condition, understanding, inducement or representation, which is not contained herein, shall be binding or valid. This Agreement shall not be changed, modified or altered in any manner except by written agreement or amendment executed by the parties; any actions or proceedings concerning this Agreement shall be governed by the laws of the State of New York.

10. Contractor represents that he/she will be fingerprinted and the continuation of this agreement will be dependent upon fingerprint clearance by the State Education Department. The Contractor shall bear the entire cost of such fingerprinting.
11. Either party may terminate this Agreement upon thirty days notice to the other party.
12. This agreement is not to exceed \$5,165.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made on the day and year first above written.

ATTEST:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dan Miller

7/12/22  
\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Board of Education