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|  | Consultant Service ContractCONTINGENT ON FUNDING |

The Providence School District (“District” **or “PPSD”**), a department of the City of Providence located at 797 Westminster Street, Providence, RI 02903, and Click here to enter text.**, a company located at** Click or tap here to enter text.(“Consultant” or “Click here to enter text.”) enter into a contract on Click here to enter a date. for the provision of consultant services (“Contract”).

1. District agrees to engage Consultant, and Consultant agrees to perform personally, in a manner satisfactory to District, the following services:

Click here to enter text.

1. Unless discontinued earlier by District, the services are to be performed at Click here to enter text. Click here to enter text. Click here to enter text..
2. District agrees to pay Consultant a fee of Click here to enter text. **and 00/100 Dollars** (**$**Click here to enter text.**.00)** as compensation for services rendered. Consultant shall not be paid in advance. District will not reimburse consultant for expenses that Consultant incurs in performing its obligations under this agreement.

4. This Contract shall be in effect from Click here to enter a date. to Click here to enter a date. unless terminated by either party at any time, with or without cause. In the event of termination by District or Consultant prior to completion of the Contract, compensation shall be prorated on the basis of hours actually worked, and Consultant shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

5. Consultant may not assign this Contract to a third party without the written consent of the District. Consultant must conduct a criminal background check, at the Consultant’s expense, of all employees employed under this contract who interact with students, except District employees. Consultant shall provide a copy of the background check report(s) to the District, upon request.

6. Consultant is not an employee of District and is not entitled to fringe benefits, pension, workers’ compensation, retirement, etc. District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the Consultant.

Consultant understands products produced as a result of this Contract are the sole property of the District and may not be used by Consultant without the express written permission of the District.

7. By virtue of this Agreement, the Consultant may have access to information that is deemed confidential (“Confidential Information”). Confidential Information includes information, ideas, materials or other subject matter of such party, whether disclosed orally, in writing or otherwise, that is provided under circumstances reasonably indicating that it is confidential or proprietary. Confidential Information includes, without limitation, all business plans, technical information or data, product ideas, methodologies, calculation algorithms and analytical routines; and all personnel, customer, contracts and financial information or materials disclosed or otherwise provided by such party (“Disclosing Party”) to the other party (“Receiving Party”). For the purposes of this agreement De-Identified Data will not be considered Confidential Information. Confidential Information does not include that which (a) is already in the Receiving Party’s possession at the time of disclosure to the Receiving Party, (b) is or becomes part of public knowledge other than as a result of any action or inaction of the Receiving Party in violation of this Agreement, (c) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality, or (d) is independently developed by the Receiving Party. Confidential Information means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement, which is designated as “confidential” or “proprietary” or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, school data and, all school student records and personnel records of both parties. Consultant, the District, and each school partner will maintain the confidentiality of any and all Personally Identifiable Information exchanged as part of the Agreement. Confidentiality requirements will survive the termination or expiration of this Agreement. To ensure the continued confidentiality and security of student data, Company and school security plans will be followed.

8. Consultant agrees to hold District and the City of Providence harmless from any and all damages incurred by District or City by reason of Consultant’s negligence or breach of Contract, including without limitation, damages of every kind and nature, out-of-pocket costs, and legal expenses.

9. This Contract is entire and complete, and no representations or warranties, agreements, or covenants, express or implied, or any kind of character whatsoever have been made by either party hereto to the other, except as in this Contract expressly set forth. This Contract may not be modified or amended in any way except by mutual agreement in writing and signed by each party.

10. This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one (1) and the same instrument. A signature sent via facsimile or e-mail of a .pdf document shall be considered an original signature for purposes of executing this Contract.

11. This Contract has been negotiated and approved by counsel on behalf of all parties hereto and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against any party hereto by reason of the authorship of any of the provisions hereof.

12. The parties hereto expressly submit themselves to and agree that all actions arising out of or related to this agreement or the relationship between the parties hereto shall occur solely in the venue and jurisdiction of the State of Rhode Island.

IN WITNESS WHEREOF, Providence Public School Department and Consultant have executed this Contract, effective the date first herein written.

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|  | Providence Public School Department |
|  | Superintendent: |  |
|  |  or Chief Financial Officer: |  |
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|  | Date: |  |
|  |  |  |
|  |  | Click here to enter text. |
|  | Company Representative: |  |
|  |  |  |
|  | Printed Name and Title: |  |
|  |  |  |
|  | Date: |  |

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| Approved as to form and correctness. |  |
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| Charles A. Ruggerio, Esq.On Behalf of City Solicitor Jeffrey Dana, Esq. |

**PPSD Contract Owner**

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| Name: | Click or tap here to enter text. | Date of Board Approval: | Enter date or N/A. |
| Email Address: | Click or tap here to enter text. | (For contracts of $200,000 or more) |
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