

Certified Water Operator CONSULTING CONTRACT

THIS CONSULTING CONTRACT (the "Contract") is effective the 1st day of February, 2020.

CORPORATION Carroll Consolidated School Corporation 2 S Third Street, Flora IN 46929	CONSULTANT Ted Donoho 3364 S SR 75, Cutler IN 46920
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BACKGROUND

- A. The Corporation is of the opinion that the Consultant has the necessary qualifications, experience, and abilities to provide consulting services to the Corporation in the manner of a Certified Water Operator.
- B. The Consultant is agreeable to providing such consulting services to the Corporation on the terms and conditions set out in this Contract.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the Corporation and the Consultant (individually the "Party" and collectively the "Parties" to this Contract) agree as follows:

SERVICES PROVIDED

- 1) **Identification of Services.** The Corporation hereby agrees to engage the Consultant, and the Consultant agrees to provide the Corporation with the following consulting services (the "Services"):
 - a) Provide services of a Certified Water Operator to perform required testing on the Corporation water supply,
 - b) Provide services of a minimum of 1 hour per day, 5 days per week;
 - c) Perform necessary duties to comply with all state requirements for water testing of a public school facility;
 - d) Train CCSC staff members in water testing procedures and supervise tasks;
- 2) **Other Services as Agreed.** The Services will also include any other consulting tasks which the Parties may agree on.
- 3) **Compliance with Corporation Policy and Practices.** At all times when on Corporation Property, Consultant will comply with all Corporation Policies and Practices.

COMPENSATION

- 4) **Compensation Amount.** The Consultant will charge the Corporation for the Services at the rate of \$750.00 per month (the "Compensation").
- 5) **Invoice/Payment Frequency.** The Corporation will be invoiced every month. Invoices submitted by the Consultant to the Corporation are due within 30 days of receipt.

REIMBURSEMENT OF EXPENSES

- 6) **Continuing Education/Certification and Reasonable Expenses.** The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services. The Consultant will only be reimbursed for expenses submitted according to the following guidelines: Corporation will pay for recertification conferences (hours) required for license renewal.

CONFIDENTIALITY

- 7) **Confidential Information Defined.** Confidential information (the "Confidential Information") refers to any data or information relating to the Corporation, whether business or personal, which would reasonably be considered to be private or proprietary to the Corporation and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Corporation.
- 8) **Duty of Confidentiality.** The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Corporation or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Contract.
- 9) **No Mitigation on Confidentiality.** All written and oral information and material disclosed or provided by the Corporation to the Consultant under this Contract is Confidential Information regardless of whether it was provided before or after the date of this Contract or how it was provided to the Consultant.

RETURN OF PROPERTY

- 10) **Corporation Property Returned.** Upon the expiration or termination of this Contract, the Consultant will return to the Corporation any property, documentation, records, or Confidential Information which is the property of the Corporation.

TERM OF CONTRACT

- 11) **Indefinite Contract Term.** The term of this Contract (the "Term") will begin on the date of this Contract and will remain in full force and effect indefinitely until terminated as provided in this Contract.

12) Termination Notice - General. In the event that either Party wishes to terminate this Contract, that Party will be required to provide 30 days' written notice to the other Party.

13) Termination Notice – Breach of Contract. In the event that either Party breaches a material provision under this Contract, the non-defaulting Party may terminate this Contract immediately and require the defaulting Party to indemnify the non- defaulting Party against all reasonable damages.

14) Termination – Mutual Agreement. This Contract may be terminated at any time by mutual Contract of the Parties.

15) Termination of Contract – Obligations of the Parties. Except as otherwise provided in this Contract, the obligations of the Consultant will end upon the termination of this Contract

CAPACITY/INDEPENDENT CONTRACTOR

16) No Employment – Independent Contractor. In providing the Services under this Contract it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Corporation acknowledge that this Contract does not create a partnership or joint venture between them and is exclusively a contract for service. The Corporation is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Contract.

17) No Right of Substitution. This is a Contract for the Personal Services of the Consultant, and the Consultant may not engage a third-party sub-contractor to perform some or all of the obligations of the Consultant. If additional services, personnel, or expertise is needed to perform the obligations of this Contract, the parties will discuss how that may be accomplished.

18) Autonomy of Consultant. Except as otherwise provided in this Contract, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Contract. The Consultant will work autonomously and not at the direction of the Corporation. However, the Consultant will be responsive to the reasonable needs and concerns of the Corporation.

19) Non-Exclusive Contract. The Parties acknowledge that this Contract is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services.

NOTICE

20) Notices under this Contract. All notices, requests, demands or other communications required or permitted by the terms of this Contract will be given in writing and delivered to the Parties at the following addresses:

CORPORATION Carroll Consolidated School Corporation 2 S Third Street Flora IN 46929	CONTRACTOR Ted Donoho 3364 S SR 75 Cutler IN 46920
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or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

21) Indemnification of Corporation. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, Consultant agrees to indemnify and hold harmless Corporation, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Contract. This indemnification will survive the termination of this Contract.

22) Insurance/Certification. Consultant confirms that he has appropriate and current training and certification necessary to perform the duties required under the terms of this Contract.

GENERAL PROVISIONS

23) Modifications and Amendments Must be in Writing. Any amendment or modification of this Contract or additional obligation assumed by either Party in connection with this Contract will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

24) Time is of the Essence. Time is of the essence in this Contract. No extension or variation of this Contract will operate as a waiver of this provision.

25) No Assignment Permitted. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Contract without the prior written consent of the Corporation.

26) Entire Agreement. It is agreed that there is no representation, warranty, collateral Contract or condition affecting this Contract except as expressly provided in this Contract.

27) Binding on Parties and Successors. This Contract will be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

28) Titles, Headings, Grammar, Use of Words. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Contract. Words in the singular mean and

include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.


29) Governing Law – Indiana. This Contract will be governed by and construed in accordance with the laws of the State of Indiana.

30) Severability of Provisions. In the event that any of the provisions of this Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

31) Waiver not Cumulative. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Contract by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

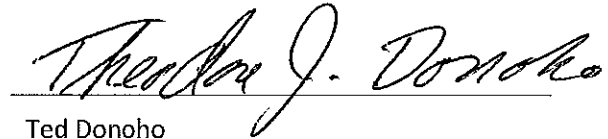
Dated: _____, 2020.

**CARROLL CONSOLIDATED SCHOOL
CORPORATION**



Patrick Hickner, President
Board of School Trustees

CONSULTANT



Ted Donoho

DATE: 1-28-2020

DATE: 1-30-2020

*This instrument prepared by Miriam E. Robeson, Attorney at Law
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