

## Consulting Contract

This agreement is between the School City of Hobart and Ted Zembala effective beginning the 20th day of August, 2021.

The School City of Hobart hereby employs Ted Zembala to perform the following services in accordance with the terms and conditions set forth in this agreement:

**1. Services.** The consultant will consult with the Superintendent, Business Manager, and officers and employees of the School City of Hobart concerning matters related to the business operations of the school corporation, including but not limited to financial policies, state and federal accounting and reporting requirements and audits, budget preparation, and any and all other matters arising out of the business affairs of the corporation.

The consultant may also provide advice regarding the purchase or leasing of equipment, supplies and services by the corporation.

In addition, the consultant may be called upon to provide services or advice with regard to financial analysis and projections, at the request of the Superintendent.

**2. Term of Agreement.** This agreement will begin on the effective date set forth above, and continue until the 30th day of June, 2022. Either party may cancel this agreement on 30 days notice to the other party in writing.

**3. Time Devoted by Consultant.** It is anticipated that the Consultant will spend approximately 30 hours per month/ year in fulfilling his obligations under this contract. The particular amount of time may vary from week to week. However, it is agreed that the Consultant shall devote a minimum of 5-15 hours per month to his duties under this agreement.

**4. Place Where Services Will Be Rendered.** The Consultant will provide most services at the offices of the School City of Hobart at 32 E. 7<sup>th</sup> Street, Hobart, Indiana, however services may be rendered remotely, or at other locations as designated by the School City of Hobart. For the purposes of this agreement, all services will be deemed provided within the State of Indiana.

**5. Compensation.** The School City of Hobart will pay the Consultant the sum of \$19,800.00 per year to be paid in equal monthly installments of \$1,650.00. The consultant may also be reimbursed for extraordinary travel or housing expenses if incurred at the request of the School City. In addition, the School City of Hobart will provide single health insurance plan coverage for Consultant or a dependent family member, at Consultant's election.

The Consultant shall provide such other services as may be requested by the Superintendent. In those instances where the services rendered exceed the scope of the services escribed above, they shall, upon agreement of the parties, be compensated at an hourly rate of \$65.00.

**6. Independent Contractor.** The School City of Hobart and the Consultant agree that the consultant will act as an independent contractor in the performance of the duties under this contract. Accordingly, the consultant will be responsible for the payment of all taxes including federal and state or local taxes arising out of the consultant's activities in accordance with this contract. This agreement does not preclude the consultant from accepting employment from other sources, however, if such employment exists with any entity with which the School City of Hobart does or considers doing business, consultant shall disclose to the Superintendent such relationship (but not the terms thereof) to the extent necessary to comply with conflict of interest laws or board policy.

**7. Confidential Information.** The consultant agrees that any information received by the consultant during the furtherance of consultant's obligations under this agreement, which is not public information, shall be treated as confidential, and will not be revealed to any other persons, firms or corporations without prior approval.

Performance of consultant's duties may necessarily provide access to information about employees or students which is protected under state or federal law or board policy. Consultant will be considered a school official for purposes of access to said information, and will adhere to required restrictions on its disclosure imposed on school officials.

**8. Entire Agreement.** This contract expresses the entire agreement of the parties, and any modification can be made only by a written agreement signed by both parties.

This agreement, effective as of the date first above written, is executed this 2nd day of September, 2021.

Consultant

  
\_\_\_\_\_  
Ted Zembala

School City of Hobart  
Board of School Trustees

\_\_\_\_\_  
Terry D. Butler, President

\_\_\_\_\_  
Rikki A. Guthrie, Secretary

By: \_\_\_\_\_  
Peggy Buffington, Superintendent