

BUDGET CONSULTANT AGREEMENT

BY AND BETWEEN THE POUGHKEEPSIE CITY SCHOOL DISTRICT BOARD OF EDUCATION, Poughkeepsie, New York, hereinafter referred to as the "District" and MR. DONALD ROTHMAN, _____; Poughkeepsie, New York, hereinafter referred to as the "Consultant";

WHEREAS, the District desires to engage the Consultant to perform the services described below:

1. This agreement will commence on January 16, 2006 and terminate on February 9, 2006.
2. The Consultant shall be compensated at a rate of \$700.00 per day. For the purposes of this Agreement, a "day" shall be defined as eight (8) hours. In exchange for said compensation, the Consultant shall consult with the Superintendent of Schools, Acting Superintendent of Schools, Business Manager, Assistant Superintendent for Pupil Personnel, and Assistant Superintendent for Curriculum and Instruction in relation to the preparation of the school district budget for the 2006-2007 school year. The following is a list of duties that the Consultant may be asked to perform:
 - a) Determine facts and review relevant data necessary for preparation of preliminary budget document.
 - b) Meet with relevant persons for purposes of ascertaining information relating to preparation of a preliminary budget document.

The above list is not exhaustive. The Consultant shall respond to directives from the Board of Education concerning what tasks he is to perform.

3. The Consultant is free to engage in other service relationships during the term of this Agreement.
4. The Consultant shall be reimbursed for the following travel expenses:
 - A. mileage at the current IRS reimbursement rate;
 - B. any and all tolls;
 - C. Any and all pre-approved, reasonable meals and lodging expenses, following the Poughkeepsie City School District guidelines.

Prior to reimbursement for any of the above travel expenses, the Consultant shall submit details and documentation to the Assistant Superintendent on a form created by the district.

5. The Consultant shall be compensated for all time spent traveling in connection with the performance of projects assigned to the Consultant pursuant to this Agreement.
6. The Consultant shall be provided with the use of a computer, printer and facsimile machine during the time of the consultancy.
7. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant will be an independent contractor and not the District's employee, for all purposes, including but not limited to the application of the Fair Labor Standards Act, minimum wage and overtime payment, Federal Insurance Contribution Act (FICA), the Social Security Act, the Federal Unemployment Tax, the provisions of the Internal Revenue Code, the New York State Revenue and Taxation Laws, the New York State Workers' Compensation Law, the New York State Unemployment Insurance Law and any other payments and contributions, including contributions to a retirement system or plan. The Consultant agrees to forebear from presenting any claim for unemployment insurance and workers' compensation benefits at any time when this agreement is in effect or thereafter.
8. The Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the service activities and responsibilities hereunder. The District does not select, control or approve the officers or employees of the Consultant. The Consultant agrees to be a separate and independent enterprise from the District who has full opportunity to find other business. The District does not engage the Consultant exclusively nor does it restrict the Consultant from engaging in regular business with anyone of his choosing. The District does not fix the compensation or hours of the work of the officers or employees of the Consultant. The District shall not be liable for any obligation incurred by the Consultant, if any, including but not limited to unpaid minimum wages and/or overtime premiums or any taxes to be paid on behalf of officers or employees of the Consultant. The District shall not be liable for any damages to persons or property by the Consultant.
9. This Agreement shall be construed in accordance with the laws of the State of New York.

DATED: January 11, 2006

THE DISTRICT

BY: Carol A. Boyle
VICE PRESIDENT, BOARD OF EDUCATION

THE CONSULTANT

Donald Rothman