

Consultant Agreement

This Agreement is made and entered into this [] day of August 2026, by and between Scott Eveslage, Ed.D. ("Consultant") and Jenkintown School District ("District").

Background

- A. The District wishes to engage the Consultant to facilitate a professional development session for its Superintendent and Board of School Directors.
- B. The District and the Consultant (hereinafter collectively referred to as the "Parties") memorialize the terms of their agreement as follows:

Terms

Intending to be legally bound, and in consideration of the mutual promises outlined below, the Parties hereby agree to the following terms:

- A. **Services.** Consultant shall provide the following services to the District ("Services"): preparation for and facilitation of a professional development opportunity for the Superintendent and Board of School Directors on August 27, 2026.
- B. **Term.** This Agreement shall commence on August 18, 2026 and shall terminate on September 30, 2026.
- C. **Fee.** Upon completion of the services, the District will pay the Consultant the sum of \$500.
- D. **Independent Contractor Status.** The Parties agree that at all times during which this Agreement remains in effect, the Consultant is acting as an independent contractor of the District, and under no circumstances shall they be considered an employee of the District for any purpose. The District will not incur any liability as a result of Consultant's actions. Consultant shall at all times represent that Consultant is an independent contractor of the District and shall not represent to any third-party that Consultant is an employee, agent, or representative of the District. The District shall not withhold any funds from Consultant for tax or other governmental purposes, and Consultant shall be responsible for the payment of same. Consultant shall not be entitled to receive any employment benefits offered to employees of the District. Consultant shall pay all expenses associated with the performance of Consultant's duties under this Agreement, including, but not limited to meals and travel expenses. Consultant shall provide the District with Consultant's federal employer identification number and shall file business or self-employment income tax returns with the Internal Revenue Service and all applicable taxing authorities for all payments received under this Agreement. Consultant indemnifies and agrees to hold the District harmless from any and all liability (including, without limitation, attorneys' fees and costs) for claims relating to alleged workers' compensation losses, personal injury and/or losses resulting from motor vehicle accidents in which Consultant may be involved and for claims relating to taxes and other charges associated with Consultant's earnings.
- E. **Confidentiality and Non-Disclosure.** Consultant shall treat information obtained through the performance of this Agreement in a confidential manner and shall not disclose such

information to any third party unless required to do so by law or authorized in writing by the District's Superintendent or designee.

- F. **Indemnification.** Consultant agrees to indemnify, defend, and hold the District and its directors, officers, members, agents, and employees harmless from and against any and all loss, liability, judgments, costs, damages, claims or demands, including, without limitation, court costs and reasonable attorneys' fees, arising out of any negligent or intentional act(s) or omission(s) of Consultant and/or any agent thereof in connection with the performance of any and all duties and services to the District provided hereunder, except to the extent caused by, attributed to or arising from any act(s) or omission(s) on the part of District or the District's directors, officers, members, agents, or employees.
- G. **Assignment/Subcontracting.** No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto. None of the work or services covered by this Agreement may be subbed without the prior written approval of the District's Superintendent or designee.
- H. **Modifications to this Agreement.** Modifications to this Agreement shall be in writing, signed by the Parties.
- I. **Non-Discrimination.** The Parties to this Agreement agree that no person shall be excluded from participation in the services and total access to the services provided hereunder on the grounds of sex, color, religion, race, national origin, non-disqualifying disability or due to membership in any other class protected by law.
- J. **Governing Law and Severability.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability of thereof shall not affect the remainder of this Agreement, which shall remain in full force and affect enforceable in accordance with its terms. Any disputes arising out of or pursuant to the terms of this Agreement shall be resolved in the courts of Montgomery County, Pennsylvania.

IN WITNESS WHEREOF, the parties have entered into this Agreement.

Jenkintown School District

Scott Eveslage, Ed.D.

By: _____



Signature

Date: _____

Date: 8-11-2026

ATTEST:

By: _____

Date: _____