

This Consulting Agreement (the "Agreement") is entered into this 17th day of March, 2020 by and between Michael A. Limanni, an individual, (the "consultant"), and the Dover School District (the "Company").

RECITALS

WHEREAS, the Company is in need of assistance school business administration; and

WHEREAS, Consultant has agreed to perform consulting work for the Company in providing interim school business administrative support and consulting services and other related activities as directed by the Company;

NOW, THEREFORE, the parties hereby agree as follows:

1. Consultant's Services. Consultant shall be available and shall provide to the Company professional consulting services in the area of business related support ("Consulting services") as requested by the Company including but not limited to the following:

- a) Budget review and reporting through Infinite Visions ERP financial system;
- b) Expenditure and Revenue reporting upon request;
- c) Audit support and reporting as requested;
- d) and any other services that may be requested by the District and can be delivered in a clear and mutually agreed upon timeframe.

2. Consideration.

A. RATE. In consideration for the Consulting Services to be performed by Consultant under this Agreement, the Consultant will donate his/her time gratis at a rate valued at **\$150.00** per hour for time spent on Consulting Services. The Company shall provide Consultant a written receipt for all time donated.

B. EXPENSES. Additionally, the Company will pay Consultant for the following expenses incurred while the Agreement between Consultant and the Company exists:

- All travel expenses to and from all work sites; and
- Administrative expenses.

Consultant shall submit written documentation and receipts where available itemizing the dates on which expenses were incurred. The Company shall pay Consultant the amounts due pursuant to submitted reports within 14 days after a report is received by the Company.

3. Independent Contractor. Nothing herein shall be construed to create an employer-employee relationship between the Company and Consultant. Consultant is an independent contractor and not an employee of the Company or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole

consideration due Consultant for the services rendered hereunder. It is understood that the Company will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold herself out as an employee of the Company.

4. Confidentiality. In the course of performing Consulting Services, the parties recognize that Consultant may come in contact with or become familiar with information which the Company or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to the Company financial, student information, human resource, and food services information systems, which information may be of value to a competitor. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Company personnel or their designees. Consultant shall be subject to all Company policies in the course of performing work for the Company.

5. Term. This Agreement shall commence on March 17th, 2020, and shall terminate on March 29th, 2020 unless earlier terminated by either party hereto.

6. Notice. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

1. Notices to Consultant: 48 Belknap Mt. Road, Gilford, NH 03249
2. Notices to the Company: 61 Locust St #409, Dover, NH 03820

7. Miscellaneous.

7.1 Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

7.2 Binding Effect, Assignment. This Agreement shall be binding upon and shall inure to the benefit of Consultant and the Company and to the Company's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the Company.

7.3 Governing Law, Severability. This Agreement shall be governed by the laws of the State of New Hampshire. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the parties have executed this Agreement as of the date first written above.

Dover School District:

By:

Michael A. Limanni

By:



10/10/2018