

**Appendix B – Example Agreement**

AGREEMENT made this 18th day of November, 2019, by and between Michael Wolff Advisory Services, hereinafter referred to as “Michael Wolff” with its principal business address at 50B Raylinsky Lane, Mechanicville, NY 12118 and Averill Park Central School District hereinafter referred to as “AVERILL PARK CENTRAL” with a principal business address at 146 Gettle Road, Averill Park, NY 12018.

**WITNESSETH:**

WHEREAS, Education law, section 2116-b, as added by Chapter 263 of the Laws of 2005, directs that each school district establish an internal audit function to include, among other things the development of risk assessment of district operations a review of financial policies and procedures; the testing and evaluation of district internal control; and an annual review of risk assessment.

WHEREAS, Michael Wolff has established an internal audit function and appointed an internal auditor who will provide internal audit functions for AVERILL PARK CENTRAL and is ready, willing and able to provide such functions for school districts as may be agreed upon;

WHEREAS, AVERILL PARK CENTRAL is desirous of establishing an internal audit function and has determined that Michael Wolff can provide AVERILL PARK CENTRAL with professional expertise for such purpose; and

WHEREAS, AVERILL PARK CENTRAL has undertaken a reasonable review of the cost of obtaining professional audit services and has determined that obtaining such services through Michael Wolff will afford best value to AVERILL PARK CENTRAL.

NOW, THEREFORE, in consideration of the mutual promises herein given, and other good and valuable consideration, it is agreed as follows:

1. TERM. The term of this AGREEMENT shall begin on 11/18/2019 and extend for, through an including 6/30/2022.
2. WORK. Michael Wolff shall perform for AVERILL PARK CENTRAL the services described in Appendix (SCOPE OF WORK). Michael Wolff shall undertake such WORK in accordance with generally accepted professional practices and applicable regulations of the Commissioner of Education. WORK shall take place at mutually agreeable dates and times.
3. EQUIPMENT AND OTHER RESOURCES. Unless otherwise provided the SCOPE OF WORK, AVERILL PARK CENTRAL shall provide the equipment, supplies, and any other resources required to complete the WORK.
4. COMPENSATION. Michael Wolff shall be compensated for the WORK as provided in Appendix, “SCHEDULE OF FEES.” Unless otherwise provided in Appendix, Michael Wolff’s fee shall be all-inclusive.
5. PAYMENT. Payment for the WORK provided pursuant to this agreement is dependent upon the satisfactory completion of the WORK and faithful compliance with the terms and conditions of the AGREEMENT by Michael Wolff.
6. INDEPENDENT CONTRACTOR. Michael Wolff agrees to provide such work to AVERILL PARK CENTRAL as an independent contractor. It is mutually agreed that for purposes of providing the WORK, any employee or contractor of Michael Wolff shall not be an employee of AVERILL PARK CENTRAL, and shall neither hold himself out nor claim to be an officer, employee, agent or representative of AVERILL PARK CENTRAL, nor make any claim, demand or application to or for any right based upon any different status.