

**Thomas W. Philbin, Ph. D.
62 Far Reach Road
Westwood, MA 02090**

**FOXBOROUGH REGIONAL CHARTER SCHOOL
CONSULTING AGREEMENT**

This Agreement is made effective as of _____, by and between Foxborough Regional Charter School and Thomas W. Philbin of 62 Far Reach Road, Westwood, Massachusetts 02090.

In this Agreement, the party who is contracting to receive services shall be referred to as "FRCS" and the party who will be providing the services shall be referred to as "Thomas W. Philbin".

Thomas W. Philbin has a background in the Management of Solar and Energy Conservation projects and is offering to provide services to FRCS based on this background.

Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on _____, Thomas W. Philbin will provide all or part of the following services (collectively, the "Services") as outlined in Attachment A to this agreement. Other services may also be added to this attached scope upon mutual agreement of the parties.
2. **PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Thomas W. Philbin shall be determined by Thomas W. Philbin and FRCS. FRCS will rely on Thomas W. Philbin to work as many hours as may be agreed to be necessary to fulfill Thomas W. Philbin's obligations under this Agreement.
3. **PAYMENT.** NCAHS shall pay Thomas W. Philbin for the Services rendered at a rate of \$125.00 per hour. This fee shall be payable monthly, no later than the last day of the month following the period during which the Services were rendered.
4. **EXPENSE REIMBURSEMENT.** Thomas W. Philbin shall be entitled to reimbursement from FRCS for all "out-of-pocket" expenses.
5. **NEW PROJECT APPROVAL.** Thomas W. Philbin and FRCS recognize

that Thomas W. Philbin's Services will include working on various projects for FRCS. Thomas W. Philbin shall obtain the approval of FRCS prior to the commencement of a new project.

6. **TERM/TERMINATION.** This Agreement shall terminate automatically upon completion by Thomas W. Philbin of the Services required by this Agreement or by mutual agreement or by a 30 day notice to the other by either party.
7. **RELATIONSHIP OF PARTIES.** It is understood by the parties that Thomas W. Philbin is not an employee of FRCS. FRCS will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit to Thomas W. Philbin.
8. **INDEPENDENT CONTRACTORS.** From time to time, Thomas W. Philbin may require the assistance of specialized support. The independent contractor, if any, who perform services will work directly for FRCS. Any Independent Contractor will be approved in advance by FRCS.
9. **INDEMNIFICATION.** FRCS will completely and fully defend and completely and fully indemnify and hold harmless Thomas W. Philbin and his employees from any and all claims made against him related to or connected in any way to the work performed under this agreement. Said defense and indemnity will begin when FRCS has knowledge or receives notice of any kind regarding any claim or potential claim.
10. **RETURN OF RECORDS.** Upon termination of this Agreement, Thomas W. Philbin shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Thomas W. Philbin's possession or under Thomas W. Philbin's control and that are FRCS's property or relate to FRCS's business.
11. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for FRCS:

If for Thomas W. Philbin:

Owner

12. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
13. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
14. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
15. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
16. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Massachusetts.
17. **INTERRUPTION OF SERVICE.** Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edicts, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.
18. **ASSIGNMENT.** Thomas W. Philbin agrees that he will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of FRCS. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the

consolidation of FRCS with, or its merger into, any other corporation, or the sale by FRCS of all or substantially all of its properties or assets, or the assignment by FRCS of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

19. **SIGNATORIES.** This Agreement shall be signed on behalf of FRCS by _____ and on behalf of Thomas W. Philbin by Thomas W. Philbin, Owner and effective as of the date first above written.

Party receiving services:

Foxborough
Regional Charter
School

By: _____

Party providing services:

Thomas W. Philbin

By: _____