CONTRACT/PO#: ______________

COUNTY BOARD OF EDUCATION

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this the _____ day of ______________ , 20___, by and between ___(enter name)______ BOARD OF EDUCATION, hereinafter referred to as THE BOARD, and _____________________________ hereinafter referred to as CONTRACTOR.

WITNESSETH:

THAT WHEREAS, THE BOARD wishes to contract with CONTRACTOR to provide certain services; and

WHEREAS, CONTRACTOR is engaged in the business of providing services described as

________________________________________________________________________

and further described in Paragraph (4) or attached _______ (Y/N).

IT IS, THEREFORE, AGREED, In consideration of the mutual promises, covenants, and conditions set forth herein as follows:

(1) ASSOCIATION. The Board shall and hereby does, retain CONTRACTOR, and CONTRACTOR hereby agrees to provide services as described above and in Paragraph 3).

(2) CONTRACT AMOUNT $___________________________

Travel Expenses Included in Contract Amount: YES _______ NO _______

(Travel reimbursement cannot exceed IRS rates, if applicable)

(3) TERM. The term of this Agreement shall begin on ________________, and shall end on ________________, unless sooner terminated pursuant to provisions of Paragraph (4).

(4) CONTRACTOR’S DUTIES. During the term of this Agreement, CONTRACTOR through his/her employees and/or sub-contractors, shall provide the following services:

a. _____________________________________________________________________________

___________________________________________________________________________

and to provide THE BOARD with a timely and detailed invoice of services.

(5) COMPENSATION. Within thirty (30) days following the end of each calendar Month, or following successful completion of contractual services, compensation will be paid as soon as practicable after each invoice is received, but in any event within forty-five (45) days of receipt thereof. Compensation shall be in accordance with attached schedule.

(6) RELATIONSHIP. It is agreed the CONTRACTOR’S relationship to THE BOARD is that of an independent contractor and not that of an employee. As an independent contractor, CONTRACTOR shall be responsible for all state and federal income taxes and employment taxes. As an independent contractor, neither CONTRACTOR, nor CONTRACTOR’S employees, shall be eligible for, or participate in, any of THE BOARD’S retirement, health, workers’ compensation, or other benefit plans.
(7) **TERMINATION.** This agreement may be terminated by either party hereto upon thirty (30) days written notice to the other. In the event this agreement is terminated pursuant to the provisions of this paragraph, THE BOARD shall have no obligation to compensate CONTRACTOR for services which have not been performed. Unless otherwise agreed by the parties in writing, CONTRACTOR shall continue to provide services to THE BOARD during the thirty (30) days notice period, at the same rate of service performed by CONTRACTOR during the thirty (30) days prior to receipt of notice. If CONTRACTOR fails to do so, THE BOARD, may retain any monies otherwise due CONTRACTOR as liquidated damages.

(8) **NOTICES.** Any notice required or desired to be given under this Agreement shall be deemed given if in writing and sent by certified mail to the principal office of the BOARD or to the CONTRACTOR'S office or home. The mailing address of THE BOARD is presently ___ (enter address) _______, to the attention of the Finance Officer.

(9) **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

(10) **PROHIBITION AGAINST ASSIGNMENT.** CONTRACTOR may not assign his/her duties and obligations under this Agreement. Any attempt to do so shall be null and void and shall relieve THE BOARD of any further liability.

(11) **IRAN DIVESTMENT ACT CERTIFICATION.** CONTRACTOR and/or subcontractors by acceptance of this contract affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act Certification.

(12) **INDEMNITY CLAUSE.** No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

(13) **ENTIRE AGREEMENT.** This Agreement contains the entire understanding and agreement between the parties and it may not be amended or modified, except by written instrument and executed by all parties hereto.

CONTRACTOR: ________________________________________

________________________
Name

________________________
Authorized Signature

Date: _____________________

________________________
Address

________________________
Federal ID no. or Social Security No.

________________________
Telephone Number

Budget Code: ______________________

TOTAL BUDGETED FUNDS: ________________

THE (enter name) BOARD OF EDUCATION

By: ____________________________ Date: ________________

Superintendent

Federal ID No. ______________________

APPROVED BY:

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

________________________
Date:

Finance Officer

________________________
Date:

Administrator/Program Director

________________________
Date:

Principal

(if contract is school based)