

**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) **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.

Finance Officer Date: _____

Administrator/Program Director Date: _____

Principal Date: _____
(if contract is school based)