

WARREN COUNTY BOARD OF EDUCATION

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this the _____ day of _____, 20 __, by and between WARREN COUNTY BOARD OF EDUCATION, hereinafter referred to as BOARD, and _____ hereinafter referred to as CONTRACTOR.

WITNESSETH:

THAT WHEREAS, 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 (3).

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

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

2) CONTRACT AMOUNT \$ _____
Travel Expenses Included in Contract Amount: YES _____ NO _____
(Travel reimbursement can not exceed IRS rates, if applicable)

3) TERM. The term of this Agreement shall begin on _____ day of _____, 200 __, and shall end on _____ day of _____, 20 __, unless sooner terminated pursuant to provisions of Paragraph (4).

4) CONTRACTOR'S DUTIES. During the term of this Agreement, CONTRACTOR through his/her employees, shall provide the following services:

- a. _____

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

5) COMPENSATION. Within fifteen (15) days following the end of each calendar Month, or within ten (10) days following successful completion of contractual services, compensation will be paid as soon as practicable after each invoice is received, but in any event within thirty (30) days of receipt thereof. Compensation shall be in accordance with attached schedule.

6) RELATIONSHIP. It is agreed the CONTRACTOR'S relationship to 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 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, 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 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, 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 BOARD is presently P.O. Box 110, Warrenton, NC 27589, 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 BOARD of any further liability.

11) **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:

THE WARREN COUNTY BOARD OF EDUCATION

Name

By: _____
Superintendent or Designee Date

Authorized Signature

Federal ID No. 0000000000

Address

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

Federal ID No. or Social Security No.

Finance Officer Date

Telephone Number

