

**CASWELL COUNTY SCHOOLS  
CONTRACTUAL AGREEMENT**

This Contract for \_\_\_\_\_ is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, between Caswell County Schools ("CCS" or "District") and \_\_\_\_\_ ("Provider"), \_\_\_\_\_.

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

**1. Obligations of Provider.** Provider hereby agrees to provide services to the CCS as follows:

1.1 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

but not limited to, as this contract must satisfy all authorized parties for the Board of Education before payment is rendered. All contracts for services and supplies/materials will require a purchase order before the contract is considered valid.

**2. Obligations of the CCS.**

2.1 The District hereby agrees to compensate Provider at a rate of \_\_\_\_\_ per \_\_\_\_\_ for services rendered \_\_\_\_\_ with the total amount paid under this Contract not to exceed \_\_\_\_\_.

2.2 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.3 In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the District will be under no obligation to compensate Provider.

**3. Term.** The services described in the Contract will be provided from \_\_\_\_\_, 201\_\_\_\_ through \_\_\_\_\_, 201\_\_\_\_.

**4. Termination for Convenience.** The CCS may terminate this Contract at any time at its complete discretion upon thirty (30) calendar days' notice in writing to Provider. If the Contract is terminated by the CCS in accordance with this section, the CCS will pay Provider at the hourly rate for all services performed as of the date of termination. All finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the CCS, be turned over to the District and become its property.

5. **Termination for Default.** The CCS may terminate this Contract immediately and without prior notice if Provider is unable to meet goals and timetables or if the CCS is dissatisfied with the quality of services provided.
6. **Terms and Methods of Payment.** Provider shall submit to the District monthly invoices itemized by [REDACTED]  
[REDACTED]  
service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed. Such invoices shall be submitted within thirty (30) days of the rendering of services. The CCS shall process payments to Provider within forty-five (45) days of submission of such invoices. Invoices should be sent to CCS at [REDACTED], PO BOX 160, Yanceyville, North Carolina 27379 for review and approval. In no event shall the District be required to compensate Provider for services not actually rendered, regardless of the reason services were not provided.
7. **Contract Funding.** It is understood and agreed between Provider and the CCS that the District's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment can be made.
8. **Insurance.** Provider agrees to maintain \$1,000,000 in general liability and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. Certificates of such insurance shall be furnished by Provider to the CCS and shall require that the CCS be given 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be grounds for immediate termination of this Contract.
9. **Taxes.** Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.
10. **Monitoring and Auditing.** Provider shall cooperate with the CCS, or with any other person or agency as directed by the CCS, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the CCS to evaluate all activities conducted under this Contract as dictated by the CCS. Provider shall provide auditors retained by the CCS with access to any records and files related to the provision of services under this Contract. The CCS agrees that its auditors will maintain the confidentiality of any trade secrets of Provider accessed during an audit conducted under this Contract.
11. **Records and Confidentiality of Student Information.** Provider agrees that all student records obtained in the course of providing services to the CCS under this Contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations, and CCS policies. All student records shall be kept in a secure



location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than a parent or the District any student record, including, but not limited to, the student's identity, without the written consent of the parent and the District. Upon termination of this Agreement, Provider shall turn over to the District all student records of those CCS students to whom Provider has provided services under this Contract.

12. **Lunsford Act.** Provider acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.
  
13. **Criminal Background Checks.** Provider shall conduct at its own expense criminal background checks on each of its employees, agents, ownership personnel, or contractors who, pursuant to this Agreement, engage in any service on or delivery of goods that includes direct interaction with students. Provider shall provide documentation satisfactory to the District that criminal background checks were conducted on each of its employees, agents, ownership personnel, or contractors that will have direct interaction with students prior to the commencement of such services or the delivery of such goods. A check done prior to the date of this Agreement shall not be deemed to satisfy this contractual obligation. The check required by this section shall include an initial and annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Provider shall not assign any individual to provide services pursuant to this Contract if said worker appears on any of the listed registries. Provider agrees to provide the District with an initial and annual written certification that the required checks have been completed and that the individuals that Provider is assigning to provide services to the CCS are in accordance with the requirements of this provision. The CCS reserves the right to prohibit any individual employee or agent of Provider from providing services on or delivering goods to CCS property or at CCS events if the District determines, in its sole discretion, that such individual poses a threat to the safety or well-being of students, school personnel or others.
  
14. **Indemnification.** Provider shall indemnify, defend and hold harmless the CCS, its agents, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from or connected with any acts under this Contract or from the omission or commission of any act, lawful or unlawful, by Provider, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by Provider in connection with the defense of said matters.

**15. Iran Divestment Act.** Required by N.C.G.S. 143C-6A-5(a).

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

<b>Provider Signature:</b>	<b>Date:</b>
<b>Printed Name:</b>	<b>Title:</b>

**Notes to persons signing this form:**

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.

- 16. Relationship of Parties.** Provider shall be an Independent Contractor of the CCS and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent or principal of the CCS.
- 17. Compliance with Applicable Laws.** Provider shall comply with all applicable laws and regulations in providing services under this Contract. Provider represents that it is aware of and in compliance with the Immigration Reform and Control Act, and that it will collect properly verified I-9 forms from each employee providing services under this Contract. Provider shall not employ any individuals to provide services to the CCS who are not authorized by federal law to work in the United States.
- 18. Applicable CCS Policies.** Provider acknowledges that the Caswell County Board of Education has adopted policies governing conduct on CCS property. Provider agrees to abide by any and all relevant CCS policies while on CCS property.
- 19. Assignment.** Provider shall not assign, subcontract, or otherwise transfer any interest in this Contract without the prior written approval of the CCS.



- 20. Contract Modifications.** This Contract may be amended only by written amendments duly executed by and between the CCS and Provider.
- 21. North Carolina Law.** North Carolina law will govern the interpretation and construction of the Contract.
- 22. Entire Agreement.** This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document, the purchase order, if any, used in connection herewith and any other document incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.
- 23. Severability.** If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated below.

Caswell County Schools	<b>Provider:</b>
<b>Superintendent/Asst. Superintendent Signature:</b>	<b>Address:</b>
	<b>Telephone:</b>
<b>Director/Principal Signature:</b>	<b>FEID/SSN:</b>
	<b>Signature:</b>
This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.	<b>Printed Contact Name:</b>
<b>Finance Director Signature &amp; Date:</b>	<b>Date:</b>