

STATE OF NORTH CAROLINA

SERVICE AGREEMENT COUNTY OF DURHAM

THIS AGREEMENT is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Durham Public Schools Board of Education ("Board") and (Enter the legal name of the provider) ("Provider").

RECITALS

WHEREAS the Provider is a North Carolina corporation in good standing in the business of \_\_\_\_\_, and other related services, with a principal place of business at \_\_\_\_\_; and

WHEREAS, the Provider desires to provide its services to the Board and the Board desires to obtain such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

AGREEMENT

1. The Provider shall (Specify the services to be provided in enough detail to clearly set forth expectations. You may expand or reduce this space as required, but do not leave blank lines or spaces.) \_\_\_\_\_ on the following date(s): \_\_\_\_\_. This Agreement shall remain in effect until (this term should generally not exceed one year).

2. The service(s) will be provided at a location designated by the Board. (Delete if locations specified above.)

3. For and in consideration of the satisfactory completion of the above described service(s), the Board agrees to pay the Provider a fee of (State the fee in units so that partial completion is addressed.) payable as follows: (Set forth terms of payment, include requirements for invoice.) Total cost to the Board under this Agreement shall not exceed \_\_\_\_\_.

4. Any travel and/or subsistence expenses associated with this Agreement will be specified in writing by the parties and attached to this document. (If travel and/or subsistence are not complex, the foregoing instruction may be deleted and the terms set forth in this paragraph.)

5. The Provider shall be an independent contractor and will employ appropriate personnel to deliver the service(s) to be performed under this Agreement. In no event shall any employee of the Provider be considered an employee or agent of the Board. The Provider is responsible for meeting all state, federal, and FICA tax obligations, and for maintaining all

required insurance coverage, including workers' compensation insurance as required by North Carolina law.

6. If the service(s) is not fully completed, payment will be prorated. In the event inclement weather, fire, power failure, or other similar unforeseen occurrence necessitates the cancellation of the delivery of the service(s) and an alternate date cannot be agreed upon by the parties, the Board will be under no obligation to compensate the Provider.

7. The Provider shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on Durham Public Schools Board of Education property or at Durham Public Schools events. The Provider shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students or school personnel.

(For an individual Provider, substitute the following: The Board reserves the right to conduct a criminal background check on the Provider and the Provider agrees to give written consent for the Board to conduct a criminal background check. This Agreement is subject to immediate termination if the Provider has been convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students or school personnel.)

8. The Provider acknowledges that it may be given access to or acquire information which is confidential in nature. The Provider agrees to hold such information in confidence and not to disclose such information to third parties or to use such information for any purpose other than providing the service(s) outlined in this Agreement. The Provider and its employees will at all times maintain the confidentiality of student educational records and other student information in accordance with state and federal law. Any violation of this section shall constitute a material breach of this Agreement.

9. The Provider and its employees shall comply with all of the Board's policies, regulations and rules during the performance of the service(s) pursuant to this Agreement.

10. The Provider shall indemnify the Board against any and all claims arising out of acts or omissions of the Provider, its employees and agents in providing service(s) pursuant to this Agreement. The Provider has obtained and shall maintain insurance to sufficiently protect the Provider and the Board from any and all potential claims or damages including, but not limited to, (type of insurance) in no event less than the amount of \$1,000,000 (amount of insurance may need to vary according to circumstances) for each occurrence.

