**Contract Agreement**

**Between**

**NAME**

**And**

**Lamoille North Supervisory Union**

# This agreement is made and entered into by LNSU (hereinafter “SCHOOL”) and NAME (hereinafter “CONSULTANT”) for the provision of providing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The CONSULTANT shall be an independent contractor, and not an employee or agent of the SCHOOL. As such, the Consultant is not entitled to any employee benefits. This agreement does not represent or imply continued use beyond the period specified however; it may be extended by mutual agreement within the parameters of Law, inclusive of allowable increase in cost pursuant to the appropriate government and services index.

**Services:** SCHOOL agrees to provide CONSULTANT with timely access to relevant information and materials necessary to CONSULTANT's ability to perform services under this Agreement. CONSULTANTagrees to provide the SCHOOL with MTSS Coaching that shall include:

**Compensation:**

CONSULTANT shall be paid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

CONSULTANT shall submit an itemized invoice within 30 days of the completion of the work. Invoice to include dates of service, description of service and contracted amount. A check for the invoiced amount will be made payableto **NAME** within 30 days of receipt of invoice. CONSULTANT reserves the right to withhold services on accounts exceeding 10 calendar days past due. Consultant will resume full services upon SCHOOL's payment of all delinquent amounts.

**Independent Contractor:** In rendering services per this agreement, CONSULTANT shall be acting as an independent contractor and not as an employee or agent of SCHOOL. As independent contractors, the SCHOOL shall not be responsible to provide workers compensation, disability insurance, health or other insurance benefit, social security or unemployment compensation. NeitherCONSULTANT nor SCHOOL shall have any authority, express or implied, to commit or obligate the otherin any manner whatsoever, except as specifically authorized from time to time in writing by an authorized representative of CONSULTANT or SCHOOL, as the case may be, which authorization may be general or specific. Nothing contained in this Agreement shall be construed or applied to create a partnership. CONSULTANT shall be responsible for the payment of all federal, state or local taxes payable with respect to all amounts paid to CONSULTANT under this Agreement; provided, however, that if SCHOOL is determined to be liable for collection and/or remittance of any such taxes, CONSULTANT shall immediately reimburse SCHOOL for all such payments made by SCHOOL.

**Proof of Insurance:** SCHOOLrequires all contractors, lessees and vendors to maintain Workers’ Compensation insurance with statutory limits. Employers’ Liability is also required with minimum limits of $500,000 Each Accident Limit/ $500,000 Disease – Policy Limit/$500,000 Disease – Each Employee Limit Provide a completed Certificate of Insurance containing the following information: Name, address, phone number, and fax number of agent/broker, Name of insurance company(ies) and policy number(s), Policy period, Name and address of insured, Description of coverage(s) and Policy limits

**Assignment & Property Rights:** The CONSULTANT shall not assign its rights nor delegate its duties under this CONTRACT, in whole or in part, nor assign any money due or to become due under this CONTRACT, without first obtaining, the written approval of the SCHOOL or its design. Further, contracted work developed under this CONTRACT assigns the SCHOOL property right and use of any and all material designed. The CONSULTANT shall not assign its rights nor delegate its duties under this CONTRACT, in whole or in part, nor assign any money due or to become due under this CONTRACT.

**Background Check, Criminal References: 16 V.S.A. § 255, § 256; 33 V.S.A. § 4919(a)(3), § 6911(c)(3); and LNSU Policy 7.7, Purchasing**

The CONTRACTOR shall require and check personal references for all employees before they are hired and shall furnish LNSU or DISTRICT with references prior to their providing service under this CONTRACT if requested.

Prior to delivery of any services, a CONTRACTOR who is in a position that may result in unsupervised contact with school children must initiate the approved Lamoille North Supervisory Union protocol for individual background Criminal Records Checks (CRC) inclusive of Vermont Crime Information Center (VCIC) fingerprints, the Department of Children & Families (DCF) Child Abuse registry and Department of Agency & Independent Living (DAIL) registry in accordance with established LNSU procedure and applicable law. (See Human Resources’ Procedure for New Hire/New Contractor.)

**Domestic Preference for Procurement**: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).

**Confidentiality:** Consultant agrees to maintain in confidence and not disclose or use any proprietary or non-public information belonging to DISTRICT unless compelled to by Law. Such information includes any information which is identified as confidential by DISTRICT. Upon termination of this contract, CONSULTANT agrees to deliver any written and tangible material in possession relating to the DISTRICT, if requested.

**Effective Dates:** This CONTRACT will be effective from\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_ If an issue arises both parties will consult each other so issues can be rectified prior to any finality of CONTRACT termination. Notwithstanding the aforementioned, this agreement may be terminated by either party with 10 calendar day’s written notice, with or without cause.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONSULTANT Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Superintendent or SCHOOL Designee Date

Lamoille North Supervisory Union & Member District