

Materials & Procurement • 800 S. Taft Avenue Loveland, CO 80537
970 613-6888 • www.thompsonschoools.org

AGREEMENT FOR SERVICES

This agreement is entered into as of the _____, by and between the Thompson R2-J School District, hereinafter referred to as "School District" and _____ hereinafter referred to as "Professional Service Provider".

Whereas, it is the mutual desire of the School District and the Professional Service Provider to cooperate in providing services to students as identified by the School District. Therefore, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

RESPONSIBILITIES OF THE PROFESSIONAL SERVICES PROVIDER

The Professional Service Provider will provide services in accordance with all applicable rules, regulations and guidelines of applicable state and federal laws. All services shall be administered by State and regulatory agencies. All services shall be administered by duly licensed or registered personnel in accordance with appropriate professional standards. The Professional Service Provider is to abide by the general policies and standards of the School District and to conform to the job description standards as provided by the School District.

The Professional Service Provider shall provide the School District with a copy of the current Colorado licensure of the person performing the services prior to the delivery of same services.

The Professional Service Provider will provide these services as scheduled by School District for the contract year per the attached school calendar. The Professional Service Provider will provide evaluation and other documentation of services to the School District in a manner that meets any professional or State guidelines and also meets the School District needs.

RESPONSIBILITIES OF THE SCHOOL DISTRICT

The School District agrees to compensate the Professional Service Provider at a rate of _____ for services as _____, per the Professional Service Provider's certification, at _____ for the period from _____. A maximum of 39 weeks for the school year (holiday weeks are excluded and no services will be provided during this time).

The School District will also provide consultative support and assistance to assure compliance with School District standards, policies and procedure and record keeping requirements. The School District is responsible for all educational services.

Records of services by the Professional Service Provider will be sent to the School District and will be maintained and stored by the School District in accordance with their retention standards.

INDEMNIFICATION AND INSURANCE

It is hereby understood and agreed that the Professional Service Provider is not an employee of the School District. Neither party shall be liable for any loss, expense, injury, claim, demand, judgment or attorney's fees arising out of the action or failure to act by the other party, its directors, officers, employees and agents while acting within the scope of their employment. Liability insurance shall be maintained by both parties throughout the terms of the Agreement. Proof of such coverage shall be made available to each contraction party upon request.

BILLING AND PAYMENT PROCEDURE

The Professional Service Provider will prepare and submit a billing monthly. Billings should be submitted to:

Purchasing Department
Thompson School District R2-J
800 South Taft Ave.
Loveland, CO 80537

The School District will remit payment within thirty days of receipt of each invoicing.

RELATIONSHIP OF PARTIES

None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the Professional Service Provider and the School District other than that of independent entities contracting with each other hereunder solely for the purposes of affecting the provisions of the Agreement.

Contractor understands that s/he or it is not guaranteed an on-going relationship to the District and that s/he or it accepts responsibility for the attainment of the results required. Contractor further understands that the District will not be withholding any taxes or paying any social security or PERA, that it will be filing an IRS Form 1099 for all compensation provided and that the Contractor is obligated to pay all State and Federal income and other taxes required of an independent contractor. The Contractor is not entitled to Unemployment Compensation or Workmen's Compensation unless provided by self.

TERMS AND TERMINATION

The term of this Agreement shall be for the period _____.
Either party hereto may terminate this Agreement at any time upon 15 days prior written notice to the other party.

NOTICES

Any notice required to be given under the terms of the Agreement shall be sent to the respective parties to this Agreement at the addresses described below.

School District

Name: _____
Title: _____
Thompson R2-J School District
Address: _____

Professional Service Provider

Name: _____
Title: _____
Address: _____

The validity and interpretation of the Agreement shall be governed by the laws of the State of Colorado applicable to agreements made and to be fully performed within or outside of the State of Colorado.

The Agreement constitutes the entire understanding and can be modified only by mutual consent.

Consent and Agreed to this ____ day of _____, _____.

AUTHORIZED SIGNATURES

SCHOOL DISTRICT

Name: _____
Title: _____
Thompson R2-J School District
Address: _____

Phone: _____

Date: _____

AUTHORIZED SIGNATURES

SERVICE PROVIDER

Name: _____
Title: _____
Address: _____

Phone: _____

Date: _____