CONTRACT

This contract for services, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between BOARD OF EDUCATION OF THE COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Board” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Clerk of the Works”),

WHEREAS, the Board has identified a temporary need for certain services to provide for the efficient operation of the school system, specifically, in connection with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (project); and,

WHEREAS, the Board has determined that such need may not be efficiently met through the use of regular employees;

NOW, THEREFORE, the parties mutually agree to the following:

1. Clerk of the Works shall provide services in the following area: Clerk of the Works, job description per School Building Authority of West Virginia. (attached)

2. The Board is to have no control over the manner, method or details of performance, and will look to Clerk of the Works for results only. Additionally, Clerk of the Works shall:

(a) Make all proper income tax and social security deductions and payments and file all returns and forms required in connection therewith;

(b) Assume full responsibility for injuries occurring to his employees while in the course of their employment, and protect himself against liability, therefore, by means of Workers’ Compensation insurance or otherwise as he sees fit; and,

(c) Comply with all laws, federal and state, which may regulate the performance of this contract, and keep records showing such compliance, and furnish proof of such compliance to \_\_\_\_\_\_\_\_ County Schools as it may rightfully demand.

3. The term of this contract shall be from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, inclusive. For convenience or cause, this contract may be terminated by either party on thirty (30) days written notice.

4. The Board shall compensate Contractor the sum of $\_\_\_\_\_\_\_\_\_ for the services herein described. Equal payments shall be made on a \_\_\_\_\_\_\_ basis.

5. Adhere to all policies of the \_\_\_\_\_\_ County Board of Education and WVDE when on school property. The use of tobacco products of any kind is strictly prohibited.

WITNESS the following signatures:

THE BOARD OF EDUCATION OF

THE COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Clerk-of-the-Works Superintendent