

Agreement for Professional Services

1.0 Parties. This agreement for professional services is entered between Twin Peaks Charter Academy (TPCA), a Longmont, Colorado Charter School and

_____ (consultant/contractor).

2.0 Nature/ Term of the Relationship. This agreement establishes an independent contractor relationship between TPCA and the consultant/contractor for certain professional services.

3.0 Work to be Performed. The consultant/contractor is hired to perform the following professional services and or undertake the following duties:

4.0 Professional and Independent Relationship. TPCA is employing the consultant/contractor in a professional capacity. Within reason, the consultant/contractor shall determine the specific periods of time and/or hours of work that shall be necessary to perform the duties listed above. The consultant/contractor agrees to coordinate the time present at TPCA with TPCA administration and any affected teacher(s) so as to minimize disruption of the school day and of the regular of those employees' duties. To the extent the consultant/contractor employs particular tools, technology, and or devices, it is the consultant/contractor's responsibility to make provision for such equipment. Should the consultant/contractor determine that tools, technology, and or devices are advisable which neither they nor TPCA has, the consultant/contractor agrees to give notice of this need to TPCA. The consultant/contractor may make use of such assistants, associates, or employees it deems appropriate, from time to time, provided that this contract is entered in view of the particular qualifications and expertise of the consultant/contractor and no part of the duties described above can be assigned without the consent of TPCA.

4.1 Certification/Background Check. The consultant/contractor agrees to have or secure and to maintain any license, certificate, and or permit(s), and to undertake any background check, necessary or appropriate for performance of their duties at all times relevant to this contract.

4.2 Policies Binding. The consultant/contractor recognizes that TPCA has certain policies governing educational practices, employment and nondiscrimination which create expectations and or give certain rights to employees, parents, and students at the school. The consultant/contractor agrees that, notwithstanding their independent contractor status, they will take no action inconsistent with these policies. The consultant/contractor acknowledges that they have been provided a written copy of the applicable policies and have or will read and become familiar with their terms. TPCA will not discriminate based on race, color, religion, sex, or national origin.

Attached policies: _____

5.0 Compensation. The consultant/contractor's compensation shall be:

Any change in the above terms shall be executed only upon written prior agreement of the parties involved. For any contractor/consultant working on an hourly basis, the consultant/contractor shall submit a monthly statement of hours actually worked. In order to be paid in a timely fashion such statement or any invoice must be received by TPCA no later than 5 business days prior to the last calendar day of the month. By law TPCA may not enter into any contractual agreement with a time period longer than one school year.

5.1 Taxation. The consultant/contractor is responsible for reporting such compensation as income and for making estimated and self-employment tax payments as required by law.

5.2 Insurance. The consultant/contractor is responsible for maintaining appropriate liability insurance and shall provide TPCA with satisfactory evidence of insurance before executing this agreement and at any time thereafter upon request.

6.0 Termination. Either party may terminate this agreement at any time for any reason by written notice to the other parties. Both parties will endeavor to provide reasonable notice of such termination. Any notice of termination shall identify the date of termination, the services to be completed and the proportionate payment considered due under ¶ 5.

7.0 Interpretation, Construction, and Procedures: In order to assure that the above provisions are given the interpretation or construction intended by the parties, and to provide for certain procedural contingencies, the parties agree to the following.

7.1 Waiver. The waiver by either party of a breach of any provision of this agreement or this policy shall not operate as or be construed as a waiver of any subsequent breach.

7.2 Amendment or Assignment. This agreement may not be amended, revised, or assigned except by a writing signed by all parties, provided, however, that TPCA reserves the right to amend the policies referenced in ¶ 4.2.

7.3 Applicable Law. This agreement shall be interpreted according to the law of Colorado.

7.4 Separability. If, for any reason, any section or portion of this agreement or any policy incorporated herein shall be held by a court to be invalid or unenforceable, this shall not affect any other section or portion of the policies or contract.

7.5 Counterparts. This agreement may be executed in any number of counterparts, each of which, when bearing original signatures, shall be deemed a duplicate original.

7.6 Notices. Any notice required by this agreement shall be provided in writing and either hand delivered or sent by certified mail.

7.7 Harmless Error. Procedural or other errors or omissions that do not in fact affect substantive rights shall give rise to no liability under this agreement.

8.0 Entire Agreement. This agreement constitutes the entire agreement between the parties and there are no other oral or written agreements, understandings, restrictions warranties of representations between the parties relating to this subject matter other than those set forth. This agreement supercedes all prior agreements, understandings discussions or negotiations relating to this subject matter, all of which are merged herein.

WE HAVE EACH READ THIS AGREEMENT, HAD THE OPPORTUNITY TO DISCUSS IT, AND UNDERSTAND IT.

A COMPLETED AND ACCURATE IRS FORM W-9 (REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION) HAS BEEN COMPLETED AND ATTACHED.

(Consultant/contractor printed name)

(Consultant/ contractor Signature)

Date

(TPCA Principal or Designee printed name)

(TPCA Principal or Designee – Signature)

Date

(TPCA Board Member printed name)

(TPCA Board Member signature)

Date

Adopted October 24, 2002