AGREEMENT FOR SERVICES
(Independent Contractor-Professional Services)

1. PARTIES. The parties to this Agreement are ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J ("District") and ("Contractor").

2. RECITALS AND PURPOSE. District is a Colorado school district organized and operating pursuant to the laws of the State of Colorado. Contractor desires to provide certain services to District as an independent contractor. Section 8-40-202(2), C.R.S., establishes a rebuttable presumption that any person engaged to perform services for an employer is an employee, but expressly authorizes a written agreement to rebut such presumption by containing an appropriate disclaimer. The purpose of this Agreement is to set forth the terms and conditions of the provision of said services and to establish the legal relationship between the parties, and accordingly, the parties covenant and agree to the following.

3. CONTRACT: A valid contract will consist of completed Exhibit A, Exhibit B, and W-9 completed forms with a notarized signature page completed by authorized representatives of both parties.

4. SCOPE OF SERVICES. Contractor shall provide those services as are described on the attached Exhibit A which is incorporated herein by reference.

5. CONSIDERATION. In consideration of the provision of services described herein, District agrees to pay Contractor as described in Exhibit A. To the extent required by applicable law, and if the Contract period extends beyond the current fiscal year, the District agrees that it will irrevocably pledge cash reserves and make an appropriation in an amount sufficient for payment of its obligations under this Agreement in the subsequent fiscal year.

6. LEGAL RELATIONSHIP OF PARTIES. For all purposes, Contractor is an independent contractor of District and not an employee. This Agreement shall not be deemed to create any partnership or joint venture or other enterprise between the parties or any employer-employee relationship and is executed, in part, to rebut the presumptions set forth in Sec. 8-40-202(2), C.R.S. Contractor shall be responsible for obtaining Contractor's own workers' compensation, medical, health, unemployment and other insurance and coverage as contractor deems necessary or as may be required by law. Contractor is required to make appropriate filings with federal, state, and local taxing authorities to include income tax, social security, Medicare and other payments. No federal or state withholdings shall be made by District on any compensation paid to Contractor and for services rendered under this Agreement. All compensation paid will be reported by the District utilizing IRS Form 1099.

7. STANDARD OF CONDUCT/INDEMNITY. Contractor warrants that the services provided shall be in an acceptable workmanlike or professional manner and in conformity with all applicable federal, state, county, and local municipal or regulatory statutes, ordinances, codes, standards, directives, rules and regulations.
7.1 Contractor agrees to indemnify and hold District harmless from any and all third party claims, demands, and judgments (including attorneys fees and costs) for personal injury (including illness or death) or property damage that arise from the performance of this Agreement and which are solely the result of the direct acts or omissions of the Contractor.

7.2 District agrees to indemnify and hold Contractor harmless from any and all third party claims, demands, and judgments (including attorneys fees and costs) that arise from the performance of this Agreement and which are not claims for personal injury (including illness or death) or property damage and which are the result of the direct acts or omissions of the Contractor.

7.3 Nothing in this Agreement shall be construed as a waiver by the District of any rights, immunities, privileges, monetary limitations to judgments, or defenses provided to the District by the Colorado Governmental Immunity Act, Sec. 24-10-10 et seq., C.R.S., as from time to time amended, or otherwise available to the District, its officers, agents, volunteers, or employees.

8. **NO ASSIGNMENT.** The rights, duties and obligations of this Agreement are personal, and shall not be delegated or assigned by Contractor to any third party.

9. **ALTERNATIVE DISPUTE RESOLUTION.** In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party’s written request therefore. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the local District Court of Boulder County.

10. **CERTIFICATION REGARDING STATUS OF EMPLOYEES/SUBCONTRACTORS.** Contractor hereby certifies that, as of the date of this certification, Contractor does not, and will not during the term of this contract, knowingly employ or contract with an illegal alien in the performance of this contract, and that Contractor has participated in or attempted to participate, or will participate in the Basic Pilot Program of the State of Colorado in order to verify that Contractor does not employ any illegal aliens if Contractor will employ others to assist in the performance of the services set forth herein.

11. **TERM.** This Agreement shall commence upon execution and shall terminate upon completion of the project as specified in Exhibit A unless sooner terminated by either party with or without cause upon 30 days advance notice, or by mutual agreement of the parties, or for cause upon written notice to the other party.
Exhibit A – Independent Contractor’s Agreement

Contractor: __________________________

Scope of Services:_______________________________________________________
_____________________________________________________________________
_____________________________________________________________________

Start and End Date of Contract: ________________

Total Contract Amount: _______________

Fund Source: ________________  P.O #_______________

Deliverables

<table>
<thead>
<tr>
<th>Due Date</th>
<th>Received by (sign and date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1._________</td>
<td>_______ ___________</td>
</tr>
<tr>
<td>2._________</td>
<td>_______ ___________</td>
</tr>
<tr>
<td>3._________</td>
<td>_______ ___________</td>
</tr>
</tbody>
</table>

Payment Schedule (must tie to deliverables and must not exceed total contract amount)

<table>
<thead>
<tr>
<th>Payment amount and due date</th>
<th>Approved by (sign &amp; date):</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.___________________________</td>
<td>_________________________</td>
</tr>
<tr>
<td>2.___________________________</td>
<td>_________________________</td>
</tr>
<tr>
<td>3.___________________________</td>
<td>_________________________</td>
</tr>
</tbody>
</table>

When signed by the contract administrator, this form will be used to authorize payment. This sheet may be scanned & emailed or faxed to Accounts Payable at 303-682-7343 each time payment is authorized on this contract to initiate the payment.
Exhibit B – Independent Contractor’s Agreement

This form and the Form W-9 must be completed by all independent contractors and included as part of the signed contract.

Service Provider(s)____________________________________________________________________

Company Name (optional)_______________________________________________________________

Address ___________________________________________ Telephone # (_____) _______________

____________________________________________________________________________________

Website Address ____________________________________ Email __________________________

Billing Name and Address (if different):

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

Are you incorporated? ________ Year _________ In what state? ____________________

Federal Tax ID/SSN________________________ State Tax ID ______________________

Do you receive a Colorado PERA monthly benefit? YES________ NO_________

By law, it is the employer’s responsibility to pay employer contributions for all PERA retirees who do work for SVVSD as an independent contractor, vendor, consultant, or through an affiliated party. The compensation for this contract may be reduced to compensate for the employer contribution.

Name __________________________________________________ Title ___________________

Please Print

Signature _________________________________ Date __________________

For School District Use Only

Date Received _______________ PO # Assigned _______________

Vendor ID Assigned _______________ PERA contributions Yes No

Approved by _______________________________

Comments

____________________________________________________________________________________
DATED: __________, 20____

Contractor

STATE OF COLORADO )
) ss.
COUNTY OF __________ )

The foregoing instrument was acknowledged before me this _____ day of ________, 20____, by __________________________, as Contractor under this Agreement.

Witness my hand and official seal.

My commission expires: ________________________.

___________________________________
Notary Public

DATED: ______________, 20____

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J DISTRICT

By__________________________________

STATE OF COLORADO )
) ss.
COUNTY OF BOULDER )

The foregoing instrument was acknowledged before me this _____ day of ________, 20____, by __________________________, on behalf of the District under this Agreement.

Witness my hand and official seal.

My commission expires: ________________________.

___________________________________
Notary Public

All Contracts must include completed forms Exhibit A, Exhibit B, W-9 and must be signed an authorized district representative.