

Clatskanie School District 6J
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into by and between the Clatskanie School District 6J "CSD" and _____
"Contractor", and in consideration of the following covenants, conditions, and considerations:

WITNESSETH:

1. The contractor shall provide CSD with the following information:

- a. Full Name
- b. Mailing Address
- c. Telephone Number
- d. Federal Tax ID No. or Social Security No.:
- e. Business Designation (check one): ☐ Individual ☐ Sole proprietorship ☐ Partnership ☐ Corporation
Other ☐

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. We are required by the Internal Revenue Service to obtain this information in order to report income paid to you by the District. If the information is not provided, we will be required to withhold 31 % of all future payments made to you.

1099 Withholding Exemption: If exempt from backup withholding (form 1099 reporting), check here _____ and check your qualifying reason below:

- ☐ i. Corporation
- ☐ ii. Tax Exempt Charity under 501(a), or IRA
- ☐ iii. The United States or any of its agents or instrumentalities
- ☐ iv. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
- ☐ v. A foreign government or any of its political subdivisions
- ☐ vi. District will deduct taxes from pay, which will occur monthly
- f. Does contractor now have, or have had within the prior year, contracts with other persons or entities to perform services similar to the services being performed hereunder? ☐ Yes ☐ No ☐ N/A
- g. Does Contractor have current statutory Worker's Compensation Insurance coverage for all persons performing services under this contract? Yes ☐ No ☐ N/A ☐

2. **Statement of Work:** Contractor agrees to perform the following services for the District (please be specific as to nature and dates of performance and expected time involved) *Attach an exhibit if needed.*

3. **Contract Term.** This Contract becomes effective on _____. Unless terminated earlier as provided below, this Contract shall continue through _____.

4. The entire agreed-upon compensation for the services to be performed under this contract is _____

If CSD is required by law to withhold any monies from Contractor, e.g., PERS, such withholding shall be deducted from the amount of compensation due to Contractor and the balance shall be paid to Contractor. Contractor must submit an invoice to CSD as an application for payment. The invoice shall itemize Contractor's charges and expenses.

6. Unless Contractor is a sole proprietorship, prior to performing any labor for this Contract, Contractor shall file with CSD a certificate of insurance evidencing that the persons performing services under this Contract are covered by the Contractor's statutory worker's compensation insurance. Contractor shall maintain such coverage during the term of this Contract.

7. Contractor is being employed as an independent contractor to provide the services stated in Section 2 above. The compensation paid to Contractor shall be for all materials, supplies, and labor required, necessary or convenient for Contractor to provide services to CSD. Contractor shall be responsible for, and shall indemnify and hold CSD harmless from any governmental assessments resulting from Contractor's services or compensation, including but not limited to income tax, social security, worker's compensation, or employment insurance. CSD shall not have the right to direct or control the manner of Contractor's performance. CSD expressly disclaims any acts by its employees who attempt to direct or control Contractor's manner of performance; Contractor shall notify CSD should any CSD employee make an attempt to exercise direction or control over Contractor.
8. Contractor covenants and warrants to CSD that Contractor is an independent business, has performed such services for others in the past or is now performing such services for others, and is skilled and duly qualified to provide the services required under this Agreement.
9. This provision is required by statute. In addition to applicable federal and state laws, ORS 279B.220 requires that Contractor shall:
 - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, CSD may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. CSD's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

10. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.
11. Non-Appropriation; Adequate Funding: CSD is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into CSD's next fiscal year, CSD's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the CSD's budget adopted in June of each year. CSD reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board. In the event that the CSD is not adequately funded or funds are cut back, the CSD reserves the right to cancel all, or part of this contract.
12. Contractor shall indemnify, defend, and hold CSD harmless from any claims, actions, demands, losses, or costs (including attorney fees) arising out of or resulting from any act or omission by Contractor.
13. Contractor warrants to CSD that it/he/she has general liability insurance coverage in excess of \$2,000,000 per person, \$3,000,000 per occurrence, and \$50,000 property damage, and that Contractor shall maintain such insurance during the term of this agreement or for such longer time as CSD may request at the time of execution hereof.

Initial if applicable. Contractor warrants to CSD that it/he/she has professional malpractice insurance coverage for any errors or omissions by Contractor for the type of services being performed under this Agreement, with limits not less than \$1,000,000 per occurrence.

Initial if applicable. Motor Vehicle Liability. If Contractor is providing services that require Contractor

to transport CSD personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.

Certificate of Insurance. Upon CSD request, Contractor shall furnish to CSD a current certificate of insurance for each of the above coverages within 48 hours of CSD request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that CSD, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate. If requested by CSD, Contractor shall also provide complete copies of insurance policies to CSD.

14. Contractor acknowledges that CSD is a public entity, and that persons or entities contracting with public entities are subject to certain state or federal law, rules, or regulations. To the extent any state or federal law, rule, or regulation is applicable to this Agreement, it is hereby incorporated by reference as if stated herein. It shall be Contractor's responsibility to become acquainted with the applicable laws, rules, and regulations, and Contractor shall indemnify and defend CSD in the event Contractor fails to comply with any applicable state or federal law, rule or regulation.
15. **Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of CSD. CSD may withhold such consent for any or no reason. If CSD consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on CSD.
16. **Successors in Interest.** This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
17. **No Third Party Beneficiaries.** CSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
18. **Hours of Labor.** This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
 - a. **Maximum Hours:** Employees shall be paid at least time and a half pay for all time worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
 - b. **Exemption:** The requirements of Section 15(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 - c. **Notice to Employees:** Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
19. **Time Limitation on Claim for Overtime.** This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has:
 - (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and
 - (2) Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.
20. **Hazardous Materials.** Contractor shall notify CSD before using any products containing hazardous materials to which CSD employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon CSD request,

Contractor must immediately provide Material Safety Data Sheets to CSD for all materials subject to this provision.

21. Errors. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to CSD.
22. Access to Records; Contractor Financial Records. Contractor agrees that CSD and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
23. Ownership of Work Products. Contractor agrees that any and all goods or services provided by or developed for CSD are intended as "works made for hire" by Contractor for CSD. As a work made for hire, all work products (including intellectual property) created by the Contractor, as part of Contractor's performance under this Contract shall be the exclusive property of the CSD. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants CSD a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. CSD claims no right to any pre-existing work product of Contractor provided to CSD by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for CSD use only.
24. Work Performed on CSD Property. Contractor shall comply with the following:
 - a. Identification: When performing work on CSD property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the CSD in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any CSD personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to CSD, CSD may provide at its sole discretion, CSD-produced identification tags to Contractor, costs to be borne by Contractor.
 - b. Sign-in Required: As required by schools and other CSD locations, each day Contractor's employees are present on CSD property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on CSD property.
 - c. No Smoking: All CSD properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on CSD property.
 - d. No Drugs: All CSD properties are drug-free zones as enforced by local law enforcement.
 - e. No Weapons or Firearms: Except as provided by statute and CSD policy, all CSD properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on CSD property.
25. Unsupervised Contact with Students. This provision is required by statute. "Unsupervised contact" with students, means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct CSD supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on CSD property. Contractor will work with CSD to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify CSD before beginning any work that could result in such contact. Contractor authorizes CSD to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize CSD to conduct these background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. CSD may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay

such fees directly.

26. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act (“FERPA”) prohibits the re-disclosure of confidential student information. Except in very specific circumstances, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of CSD.
27. Security. Any disclosure or removal of any CSD matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against CSD because of Contractor’s willful or negligent release of information, documents, or property contained in or on CSD property. CSD hereby deems all information, documents, and property contained in or on CSD property privileged and confidential.
28. Employee Removal. At CSD’s request, Contractor shall immediately remove any Contractor employee from all CSD properties in cases where CSD in its sole discretion determines that removal of that employee is in CSD’s best interests.
29. Remedies. In case of Contractor breach of this Contract, CSD shall be entitled to any other available legal and equitable remedies. In case of CSD breach, Contractor’s remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
30. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Columbia County, Oregon.
31. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
32. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
33. Entire Agreement. When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
34. Notices. All notices or demands of any kind required or desired to be given by CSD or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.
35. This contract may be terminated by either party with a 30-day written notice. The CSD can immediately terminate the Agreement if the Contractor and/or any of the Contractor’s employees or agents endanger the health or safety of CSD students or employees.
36. Standards. Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
37. Performance. Should the Contractor fail to perform the scope of work or meet the performance standards of the RFP and/or contract, the Contracting Agency may (a) reduce or withhold payment under the contract, (b) require the Contractor to perform, at the Contractor’s expense, any additional work necessary to perform the scope of work to meet the performance standards established under the contract, and/or (c) to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract and/or applicable law.

IN WITNESS WHEREOF, the parties do execute this Agreement, and except as provided above, the undersigned warrant to the other that they are executing this agreement pursuant to authority.

Clatskanie School District 6J

Contractor

Superintendent

Date Signed

Contractor Signature

Printed Name

Title

Date Signed