## INDEPENDENT CONTRACTOR (VENDOR) AGREEMENT FOR SERVICES RENDERED TO LOGOS PUBLIC CHARTER SCHOOL

This agreement is entered into by and between Logos Public Charter School (LPCS), a charter school existing pursuant to Chapter 338 of the Oregon Revised Statutes, and the company/individual listed below hereinafter referred to as "Vendor."

Company Name/Contact	Email (	updates only)	Phone	
Address	City	State	Zip	
The parties hereto agree as follows:				
1. This agreement shall be effective from	om September 8 <sup>th</sup> 2015 tl	rough June 3 <sup>rd</sup> 2016.		
2. Vendor shall provide the following s	ervice(s):			
3. LPCS shall pay Vendor a rate of	/	. Vendor s	shall invoice LPCS mon	thlv.

- 4. Vendor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances regarding its employees, including as to the protection of confidential student information, including, without limitation, the Family Educational Rights and Privacy Act (FERPA).
- 5. This agreement, or any of its rights, obligations, terms or conditions, may not be assigned by either party without the written consent of the other party and may not be subcontracted by Vendor in whole or in part without express written consent of LPCS.
- 6. Vendor represents and warrants to LPCS that Vendor is qualified to perform the services contemplated by this Agreement and has sufficient resources, whether financial or otherwise, to meet all Vendor's obligations hereunder. Logos Public Charter School reserves the right to approve or disapprove the contract for any individual vendor.
- 7. Vendor shall provide to LPCS a monthly progress report on each student with Vendor's monthly invoice or, if prearranged with LPCS, Vendor may submit the progress report to the student. Vendor shall otherwise keep LPCS reasonably apprised as to all material information regarding each student receiving Vendor's services.
- 8. LPCS may terminate this Agreement upon 5 working days' written notice to Vendor. In such event, Vendor shall be reimbursed for all services performed to date, as determined by LPCS. All finished or unfinished documents and paperwork prepared by Vendor are property of LPCS. If Vendor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of LPCS, engages in serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, LPCS may terminate this Agreement immediately without prior written notice to Vendor.
- 9. This Agreement shall not render Vendor an employee, partner, or agent of LPCS for any purpose. Vendor acknowledges that it is an independent contractor with respect to LPCS. Vendor warrants that Vendor has read and abides by the Vendor Requirements posted on the Logos Public Charter School web site (www.logoscharter.com). LPCS shall not be responsible for withholding taxes with respect to the Vendor's compensation hereunder. Vendor shall have no claim against LPCS hereunder or otherwise for vacation pay, sick leave, retirement benefits, Social Security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- 10. Vendor will carry liability insurance (including malpractice insurance), on terms acceptable to LPCS, if warranted relative to any service that [he or she] performs for LPCS. LPCS may require proof of insurance from time to time.

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Vendor shall indemnify, defend and hold LPCS harmless from any and all claims, rights or actions related to any of Vendor's activities under this Agreement, including as to attorney fees and court costs.

- 11. Vendor irrevocably agrees that any dispute as to the interpretation or enforcement of this Agreement shall be exclusively in the Circuit Court for Jackson County, Oregon. In any such proceeding, the prevailing party shall be entitled to recover its attorney fees and court costs.
- 12. Vendor shall not rely on any alteration, amendment or modification of the terms of this Agreement which is not in writing and signed by the authorized representative of LPCS.
- 13. All public charter school contractors and/or their employees, whether employed part-time or full-time and all contractors and/or their employees who provide early childhood special education or early intervention services in accordance with rules established by the Employment Department are **required** to have a criminal records check and fingerprinting within 60 days of becoming a contractor and at least once every five (5) years.

Signature	
Print Name	Social Security # (or EIN)
LOGOS PUBLIC CHARTER SCHOOL	
By Logos Public Charter School Business Manager	
Logos Public Charter School Business Manager	
	n will appear on our school website. mation for our families to view.
Company website	
Your company name will be linked on our website. This is highly preferred as families would have full access	
If you don't have a company website, complete the follo <b>Area</b> – circle one of the following as applicable:	owing:
Fine Arts, Foreign Language, Physical Educ	ation, Science, Tutoring, Other
Specialty	
Examples: Fine Arts - guitar, piano, etc. Foreign Language – Spanish	
Tutoring – Math, all levels	
Grades (we are a K – 12 school)	
Company name (if applicable)	
Contact person Phone number	
Email (please print)	

If you have any questions about the school website, contact Valerie Barr, Director of Student Services, v.barr@logoscharter.com, 541-842-1926.