
6. CHARGE TO: General Ledger account numbers (s) that will be charged: (FOR DISTRICT USE ONLY)

This work was requested by: _____
District Employee Name School/Department

7. CONTRACTOR REQUIREMENTS: The CONTRACTOR agrees to perform the services outlined in this agreement in accordance with the attached terms and conditions, of which the CONTRACTOR acknowledges receipt.

8. INDEPENDENT CONTRACTOR CHECKLIST: At least 3 of the following 5 factors *must* be met to qualify as an independent contractor, however that does not guarantee an individual qualifies as a contractor. PLEASE CHECK ALL THAT APPLY.

- Maintenance of a business location separate from that of the client. May be a qualifying home office as defined by the IRS
- Bearing the risk of loss of the business (e.g. contracts based on lump sum payments and/or performance standards)
- Two or more separate clients in a 12 month period
- Significant investment in the business (i.e. tools, equipment, etc)
- Authority to hire (and fire) other persons

THIS SECTION MUST BE COMPLETED

9. TAXPAYER IDENTIFICATION CERTIFICATION

Under penalties of perjury, I certify that:

1. The TIN number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividend, or (C) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person.

SIGNATURES: IT IS SO AGREED this _____ day of _____, _____,

“The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.”

Contractor

Date Signed

Originating District Administrator

Date Signed

For Financial Services use only

Financial Services Administrator

Date Signed

(Signature verifies completeness of contract or is Final Authorization if contract exceeds 1 year or \$10,000)

TERMS AND CONDITIONS

The Independent Contractor Agreement between the Eugene School District 4J, hereinafter the DISTRICT and INDEPENDENT CONTRACTOR, hereinafter, CONTRACTOR includes the following terms, conditions, and provisions:

1. INSURANCE: CONTRACTOR shall maintain in force for the duration of this agreement a Umbrella Insurance policy with the limits not less than \$5,000,000, a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregated naming the District, its employees, officials and agents as an additional insured as respects to work or services performed under this agreement. This insurance will be primary to any insurance the District may carry on its own. If the District requires Professional Liability coverage, the terms, conditions, and limits must be approved by the District's Risk Manager. Evidence of the above coverage issued by a company satisfactory to the District shall be provided to the District by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract by the DISTRICT.

Workers' Compensation: No Workers' Compensation insurance shall be obtained by the DISTRICT concerning the CONTRACTOR or any employees of the CONTRACTOR. The CONTRACTOR shall provide and maintain worker' compensation coverage for its employees, officers, agents, or partners as required by applicable workers' compensation laws. The CONTRACTOR shall provide a certificate of insurance to the District as evidence of coverage containing a 30 days notice of cancellation clause.

Equipment and Material: The CONTRACTOR shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.
Subcontractors: The CONTRACTOR shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general bidder in this contract. The CONTRACTOR shall require certificates of insurance from all subcontractors as evidence of coverage, and will supply such certificates to the District upon request. CONTRACTOR shall indemnify, defend, and hold the DISTRICT harmless from all claims of subcontractors.

Exception or Waivers: Any exception or waiver of these requirements shall be subject to review and written approval from the District's Risk Manager.

2. REIMBURSEMENT OF EXPENSES: The DISTRICT shall not be liable to CONTRACTOR for any expenses paid or incurred by the CONTRACTOR unless previously agreed to in writing.

3. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES: CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services agreed upon except as specified in the **Independent Contractor Agreement**. The CONTRACTOR shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

4. SUBCONTRACTING: CONTRACTOR shall not subcontract the work, in whole nor in part, without the DISTRICT's prior written approval. CONTRACTOR shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of CONTRACTOR as specified in this contract. Notwithstanding the District's approval of a subcontractor, the CONTRACTOR shall remain obligated for full performance of this contract and DISTRICT shall incur no obligation to any subcontractor.

5. NON-DISCRIMINATION CLAUSE: CONTRACTOR agrees not to discriminate against any client, employee, or applicant for employment or services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: Employment up-grading, demotion or transfer; recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

6. ASSIGNMENT: CONTRACTOR shall not assign this contract, in whole or in part, or any right or obligation hereunder, without the DISTRICT's prior written approval.

7. OWNERSHIP OF WORK PRODUCT: All work products of the CONTRACTOR which result from this contract shall be the exclusive property of the DISTRICT and shall be delivered to the DISTRICT upon completion of the work or termination of this contract, except as otherwise agreed in writing. CONTRACTOR may retain copies of any work product.

8. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be collected, withheld or paid by the DISTRICT on behalf of the CONTRACTOR or of employees of the CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

9. NOTICE TO CONTRACTOR REGARDING TAX DUTIES AND LIABILITIES: CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR's income tax. If CONTRACTOR is not a corporation, CONTRACTOR further understands CONTRACTOR may be liable for self-employment (social security) tax, to be paid by CONTRACTOR according to law.

10. FRINGE BENEFITS: Because CONTRACTOR is engaged in CONTRACTOR's own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan, of the DISTRICT.

11. TERMINATION WITH CAUSE: With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

A. Material violation of this agreement.

B. Any act exposing the other party to liability to others for personal injury or property damage.

12. NON-WAIVER: The failure of either party to exercise any of its rights under this agreement for a breach thereof, shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

13. NO AUTHORITY TO BIND DISTRICT: CONTRACTOR has no authority to bind or obligate the other or to enter into contracts or agreements on behalf of the DISTRICT. This agreement does not create a partnership, joint venture or agency between the parties.

14. DECLARATION OF INDEPENDENT CONTRACTOR: CONTRACTOR declares that CONTRACTOR has complied with all federal, state, and local laws regarding business permits, registrations, certificates, and licenses that may be required to carry out the work to be performed under this agreement. The CONTRACTOR represents that the CONTRACTOR qualifies as an independent contractor as evidenced by agreement to the conditions of this contract. The CONTRACTOR represents that all the information in the agreement is true and the District may contact individuals and corporations to verify this information. The DISTRICT relies upon the representation of the CONTRACTOR. In the event the CONTRACTOR is determined not to be an independent contractor for the purpose of providing these services to the DISTRICT, then the CONTRACTOR will reimburse the DISTRICT's full costs and damages associated with or in any way related to this determination.

15. HOLD HARMLESS: The CONTRACTOR shall indemnify, defend, and hold DISTRICT, its officers, agents, and employees, harmless from any claims, actions, liability, or costs, including attorney fees and other costs of defense, arising out of or in any way related to the work performed under this agreement, and arising from the sole or joint negligence of the CONTRACTOR.

16. HOW NOTICES SHALL BE GIVEN: Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the signing party or by regular and certified mail to the party at the party's address stated herein.

17. CHOICE OF LAW: Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Oregon.

18. REMEDIES: In the event of a termination of this contract by the DISTRICT, because of a breach by CONTRACTOR, the DISTRICT may complete the work either by itself or by contract with other persons, or any combination thereof. CONTRACTOR shall be liable to the DISTRICT for any costs or losses incurred by the DISTRICT arising out of or related to the breach, including costs incurred in selecting other contractors, time delay losses, attorney fees, and the like, less the remaining unpaid balance of the consideration until DISTRICT's costs and losses have been determined, at which time the DISTRICT may offset any such amount due CONTRACTOR against costs and losses incurred by DISTRICT.

19. ENTIRE AGREEMENT: This is the entire agreement of the parties, and supersedes any prior agreement.

20. SEVERABILITY: If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

21. AMENDMENTS: This agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

22. ATTORNEY'S FEES: In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceeding, as set by the court, at trial, upon appeal, or upon review.

23. DRUG AND TOBACCO POLICY: Smoking and any other use of tobacco products is prohibited inside all school district buildings in order to eliminate the impact of secondary smoke on other persons. Contractor and its employees and any Contractor volunteers shall, at all times, comply with District 4J policies relating to the use of drugs, alcohol and tobacco.

24. FINGERPRINTING: Individuals with whom the district contracts, or any employee of a district contractor who will have direct, unsupervised contact with students, shall be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check. The Lane County Sheriff's Office and the Oregon Department of Education provide fingerprinting services to the District. Individuals or contractor, and not District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs.