

INDEPENDENT CONTRACTOR AGREEMENT FOR OUTDOOR SCHOOL PROGRAMMING

THIS INDEPENDENT CONTRACTOR AGREEMENT ("this Agreement"), entered into effective as of the ____ day of _____, 2022, by and between MEDFORD SCHOOL DISTRICT 549C, a municipal corporation in the State of Oregon, hereinafter referred to as "District", and

_____, hereinafter referred to as "Contractor". Contractor has also completed and executed **Exhibit "A"**, attached hereto and by this reference incorporated herein, providing additional information regarding Contractor.

Article 1. Scope of Services; Time For Performance

District hereby engages Contractor to perform the following services, hereinafter referred to as "the Services":

Time is of the essence in the performance of this Agreement. Unless sooner terminated according to the provisions of this Agreement, this Agreement shall continue from _____ ("Commencement Date") through _____ ("Completion Date").

Article 2. Compensation; Payment

The total compensation payable by District to Contractor for the Services shall be \$_____. Unless otherwise agreed to in writing between Contractor and District, Contractor shall be solely responsible for all taxes, licenses and fees, wages, insurance and other costs required to provide the Services to District, and the total liability of District to Contractor for the Services is the compensation set forth above.

Payment to Contractor will be due upon presentation of invoice to District. The invoice should be delivered to District upon completion of the Services or every two weeks during the period during which Contractor is providing the Services, whichever is earlier. District will make payment on the invoice(s) received within thirty (30) days after receipt of invoice and approval and acceptance of the Services by District; provided, however, that if District disputes the invoice, payment shall be made within the later of 30 days after receipt of invoice or fifteen (15) days after resolution of the disputed invoice items.

Article 3. Independent Contractor; Tax Certifications

Contractor is not an employee of District and shall perform the Services as an independent contractor. Although District reserves the right (a) to determine (and modify) the schedule for the Services to be performed and (b) to evaluate the quality of the completed Services, Contractor is responsible for determining the appropriate means and manner of performing the Services. Contractor acknowledges Contractor's status as an independent contractor and acknowledges that Contractor is not an employee of District for purposes of workers' compensation law, public employee benefits law, or any other law. Any and all persons retained by

Contractor to provide services under this Agreement are employees or subcontractors of Contractor and not of District.

Contractor must submit a completed "Request For Taxpayer Identification Number and Certification" (IRS Form W-9) to District upon Contractor's execution of this Agreement. Payment information will be reported by District to the IRS under the name and TIN/SSN of Contractor. Contractor represents and warrants to District that Contractor has complied with the tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317 and 318. Contractor agrees that Contractor will continue to comply with the tax laws of the State of Oregon at all times during the performance of this Agreement, and that failure by Contractor to so comply shall constitute a default for which District may terminate this Agreement.

Article 4. Performance of Services

Contractor represents to District that all of the Services required hereunder will be performed by Contractor and that none of the Services covered by this Agreement shall be subcontracted or otherwise assigned except with the express and prior written approval of District.

Article 5. Compliance with Laws and Regulations

Contractor shall at all times observe and comply with all federal and state laws and local ordinances and regulations, including but not limited to any policies of District adopted by its board of directors, which in any manner affect or may affect the performance of the Services.

Article 6. Changes

District may from time to time request changes in the scope of the Services and the time of performance as set forth herein. Such changes, including any increase or decrease in the amount of compensation to Contractor, shall be mutually agreed upon by and between the parties hereto and shall be incorporated as written amendments to this Agreement.

Article 7. Suspension of Services

District may suspend, upon written notice to Contractor, all or a portion of the Services under this Agreement if unforeseen circumstances beyond District's control make normal provision of the Services impossible or if Contractor is in default of its obligations under this Agreement.

Article 8. Termination of Agreement

District may terminate all or a portion of this Agreement for its convenience immediately upon written notice to Contractor. District may also terminate this Agreement immediately upon written notice to Contractor if Contractor fails to perform in accordance with the provisions of this Agreement and such failure to perform is not cured within the period of time allowed in Article 9, below.

Termination of this Agreement as provided herein shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination, Contractor shall immediately cease all further work and Services under this Agreement, unless expressly directed otherwise by District in the notice of termination. In the event of termination, Contractor shall be compensated for its Services performed up to the effective date of termination; provided, however, that District shall not be required to pay for any Services that are not performed in substantial compliance with requirements of this Agreement and Contractor shall be liable to District for any damages resulting from Contractor's breach of its obligations under this Agreement.

Article 9. Default

If Contractor fails to begin the Services within the time specified, or fails to perform the Services to District's satisfaction, District may give notice in writing to Contractor of such default and if Contractor, within a period of ten (10) days after such notice shall not cure such default to District's satisfaction, then District, in addition to the rights and remedies to which District may be entitled by law for the enforcement of its rights hereunder, may terminate this Agreement immediately upon written notice to Contractor. In the event of such termination, any costs and charges incurred by District together with the costs of completing the Services (including but not limited to the costs of hiring another contractor to complete the performance of the Services) shall be deducted from any money due or which shall become due said Contractor.

Article 10. Indemnity

Contractor hereby agrees to defend, indemnify, and hold harmless District, its directors, officers, agents, and employees, from and against any and all liability, including but not limited to claims, damages (whether to person or to property), demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions including, but not limited to, attorneys' fees for trial and on appeal, and for the preparation of same arising out of Contractor's, its officers', agents', employees' and subcontractors' acts or omissions while performing the Services or other actions associated with this Agreement. Provided, however, that Contractor shall not be required to indemnify District against liability for damages arising out of death or bodily injury to persons or damage to property caused solely by the negligence of District.

Article 11. Insurance

Contractor shall obtain at Contractor's own expense and maintain continuously in effect during the term of this Agreement the following minimum insurance:

A. Commercial General Liability Insurance on an "occurrence" policy form covering Bodily Injury and Property Damage, Products/Completed Operations, Personal & Advertising Injury, and blanket Contractual Liability. Such insurance shall be primary and non-contributory, and provide limits of at least \$1,000,000 per Occurrence and a General Aggregate of at least \$2,000,000. *"Medford School District 549C and its officers, employees and agents while acting within the scope of their duties as such"* shall be named an Additional Insured by endorsement.

B. Commercial Automobile Liability Insurance for Bodily Injury and Property Damage covering owned, non-owned, rented, and hired autos. Such insurance shall provide a combined single limit per accident of at least \$1,000,000.

C. Workers Compensation Insurance meeting statutory requirements of Oregon Workers Compensation Law must be provided by Contractor (and any sub-contractor Contractor may use) for any subject workers, as well as Employers Liability Insurance with limit of at least \$500,000.

D. Professional Liability Insurance (also known as "Errors and Omissions" or "malpractice liability" insurance for professionally trained, licensed, or certified service providers) with a limit of at least \$1,000,000. Such coverage may be on a "claims made" policy form. Should the Professional Liability Insurance policy be terminated for any reason, satisfactory "tail" coverage of an extended claims reporting period of at least two (2) years shall be required and provided at the sole expense of Contractor.

Contractor shall submit to District certificates of insurance, along with any endorsements required above, for all policies listed above at time of this Agreement, and at any subsequent insurance renewal for the life of this Agreement. If Professional Liability Insurance is a requirement of this Agreement, because it is a claims-made coverage certificates of insurance for current coverage or activated tail coverage shall continue to be submitted to District for two (2) years following the effective term of this Agreement.

Notwithstanding insurance requirements stated or any modifications made thereto, in no case shall the presence or absence of any insurance coverage, or any insurance policy limit, provision, term, or condition reduce the obligations of Contractor for liability granted generally by law or specifically in the terms of this Agreement. In no case shall District be responsible for any amount of Contractor self-insurance, or any retention, deductible, or coinsurance amount required by Contractor's insurance policies.

Article 12. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

Article 13. Integration

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, represents the entire understanding of District and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

Article 14. Jurisdiction and Venue

This Agreement shall be administered and interpreted under the laws of the State of Oregon. Any litigation arising from this Agreement shall be brought exclusively in the State or Federal courts located in Jackson County, Oregon.

Article 15. Miscellaneous Provisions

A. When work required to be provided by Contractor is performed by Contractor on District's property, Contractor, its employees, agents and subcontractors shall comply with the following:

1. Identification. Persons performing work on District property shall, carry photo identification and will present such to anyone on request. If such identification cannot be produced by Contractor, or is not acceptable to District, District may provide, at its sole discretion, such identification tags to Contractor. On each day of work on District property, Contractor's employees, agents and its subcontractors and their employees shall sign into the Main Office of the property to receive an in-school identification/visitor tag to be displayed on the person at all times they are in the school or other location.
2. No Smoking. Smoking or other use of tobacco is prohibited on District property.
3. No Drugs. District property sites and schools served by District are drug-free zones.
4. No Weapons or Firearms. Weapons and firearms are prohibited on District property.
5. Background Checks and Unsupervised Contact with Students. "Unsupervised contact with students" means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Contractor authorizes District to obtain information about Contractor and Contractor's history and to conduct a criminal background check, including fingerprinting if required, of any officer, agent, or employee of Contractor that will have unsupervised contact with students. Contractor also agrees to cause Contractor's employees, agents and/or subcontractors, if any, to authorize District to conduct such background checks and fingerprinting if the person will have unsupervised contact with students while on District property. District will be responsible for the costs of background checks, which will be conducted through the Oregon Department of Education. Contractor, or Contractor's subcontractors, as the case may be, will be responsible for the cost of fingerprinting if required. In the event that the person does not pass the background check, such person will not be permitted to provide any services under this Agreement.

B. Sexual Conduct Training. District does not tolerate child abuse or sexual conduct in any form. All employees and contractors, including Contractor, are required to report known or suspected incidents of child abuse and sexual harassment. Contractor acknowledges District's obligations related to child abuse, as defined in ORS 419B.005, and sexual conduct, as defined in ORS 339.370(11). If there are reports or allegations of sexual conduct or child abuse involving one of Contractor's employees, officers or agents, Contractor agrees to immediately comply with District's requests for removal of such person. Contractor will cooperate in any investigation being conducted by District, law enforcement, Oregon Department of Human Services, Oregon Department of Education, and/or Oregon Teacher Standards and Practices Commission. Each of Contractor's employees, agents, or subcontractors that will be providing services under this Agreement on District property will be required to successfully complete sexual misconduct training, in a format to be designated by District. Contractor agrees that upon request by District, it shall remove from all District premises any employee or

subcontractor of Contractor who, in the sole opinion of District, has engaged in any improper conduct, brought any unauthorized personnel (including their own children) into a facility, or is not qualified to perform the work assigned.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their proper officers effective as of the day and year first above written.

District:

Name: _____

Title: _____

Contractor:

Name: _____

Title: _____

Exhibits:

Exhibit "A" – Contractor Data

EXHIBIT "A"

CONTRACTOR DATA AND SIGNATURE

Contractor Name: _____

Contractor Address: _____

Contractor Phone: _____

Contractor Fax: _____

Contractor Email: _____

Federal Tax ID# or Social Security # _____

Is Contractor a nonresident alien? Yes No

Business Designation (check one) Sole Proprietorship
 Partnership
 Corporation
 Limited Liability Company

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

Contractor Signature

Title

Contractor Printed Name

Date