

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into as of the date of the last signature hereto ("effective date") between

hereinafter referred to as "Contractor," and Clayton County Public Schools and/or Clayton County School District, hereinafter referred to as "CCPS."

WITNESSETH:

WHEREAS, Contractor has submitted to CCPS a proposal for the performance of certain services; and

WHEREAS, CCPS desires to engage Contractor to perform those services pursuant to the terms and conditions stated in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises to each other as hereinafter set forth, the parties hereto do mutually agree as follows:

1. **Services to be Rendered.** Contractor agrees to perform the services described in Exhibit (A) (hereinafter "Services"), attached hereto and incorporated herein by reference.
2. **Contractor's Performance.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner that all work done by Contractor shall be of the highest professional standard and shall be performed to the Client's reasonable satisfaction.
3. **Compensation.** CCPS shall pay Contractor for the performance of the Services on the following basis:
\$ _____ per

The total cost for all payments to Contractor shall not exceed: \$

4. **Expenses.** Contractor shall be responsible for any and all expenses incurred unless otherwise agreed to in writing by CCPS.
5. **Term.** The services of the contract are to commence on

and conclude on _____.

Contracts that exceed twelve (12) months in duration are controlled by the Georgia Multi-year language contained in O.C.G.A. section 20-2-506(b) (2).

6. **Insurance.** Contractor agrees to provide proof of insurance in the type and amount required by CCPS, and to add CCPS as an additional insured when requested by CCPS.

7. **Termination.** CCPS may terminate this contract at any time by giving a fifteen (15) day written notice to Contractor of such termination and specifying the effective date thereof. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.
8. **Relationship of the Parties.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of CCPS within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to CCPS as his/her/its employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder. Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.
9. **Assignment and Subcontracting.** This Agreement may not be assigned by Contractor nor may work proposed to be performed under this Agreement be subcontracted by Contractor without the prior written approval of CCPS.
10. **Notices.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, or email transmission, addressed as follows:

For CCPS:

Dr. Morcease J. Beasley
Superintendent
Clayton County Public Schools
1058 Fifth Avenue
Jonesboro, GA 30236

With a copy (not constituting notice) to:

Director of Purchasing
Clayton County Public Schools
218 Stockbridge Road
Jonesboro, GA 30236

For Independent Contractor:

Name

Title

Address

Email Address

Phone Number

Any notice personally given or sent by email transmission shall be effective upon receipt. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

11. **Laws, Rules and Regulations.** Contractor is required to comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of this business and the work to be performed, including those of Federal, State, and local agencies having jurisdiction and/or authority.
12. **Taxes.** The Independent Contractor hereby acknowledges that they will pay all state, federal, Medicare, FICA, or any other applicable taxes on any financial remuneration derived from this agreement. CCPS is specifically not responsible for these taxes. CCPS will not pay any taxes on behalf of the Independent Contractor. A form 1099 will be issued to the Independent Contractor for the amount paid during the calendar year.
13. **Ownership of Plans and Designs.** Contractor agrees that all work product, designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to CCPS as its sole and exclusive property.
14. **Debarment.** The undersigned Contractor, by executing this contract, provides assurance and certification that they are not currently debarred from submitting proposals or contracting by any agency in the State of Georgia and the federal government, and that they are not an agent of any person or entity that is currently debarred from submitting proposals on contracting by any agency of the State of Georgia or the federal government.
15. **Covenant of Non-Discrimination.** The undersigned understands that it is the policy of CCPS to promote full and equal business opportunity for all persons doing business with the CCPS. The undersigned covenants that it has not discriminated and will not discriminate, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

16. **FERPA.** The undersigned agrees to protect the privacy and confidentiality of student information in accordance with the Family Educational Rights and Privacy Act ("FERPA") and regulations promulgated thereunder; and other governing state and/or federal laws and regulations.
17. **E-Verify.** Georgia Law, O.C.G.A. § 13-10-91, requires all businesses that contract with a public employer for labor or services, by bid or by contract, in where the labor or services exceed \$2499.99 to sign an affidavit attesting that they are registered for and use E-Verify unless (1) the contractor has no employees (in which case they must present an approved state issued identification card/drivers' license from an approved state as provided on the Attorney General's website or (2) the contract is with an individual licensed under Title 26, Title 43, or the State Bar of Georgia who is in good standing and that individual is performing that service. To register for E-verify or to obtain more information visit: <https://www.e-verify.gov>. For all contracts meeting this threshold, Contractor must either attach a completed affidavit to this contract as Exhibit B or attach documents required for exemption.
18. **Criminal Background Check:** Contractor acknowledges that a satisfactory criminal background check and history may be required for anyone coming into direct or indirect contact with CCPS students at no cost to CCPS.
19. **Georgia Law.** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of Georgia. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Clayton County, Georgia.
20. **Indemnification.** Contractor shall and does hereby indemnify, defend, and hold harmless CCPS, and CCPS's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that CCPS may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
21. **Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
22. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

Clayton County Public Schools

By: _____
Dr. Morcease J. Beasley, Superintendent of Schools

Date

Independent Contractor

By: _____
(Signature)

(Printed Name)

(Title)

(Date)

CCPS Contract Administrator:
(Type or Print Name)

Exhibit A

Services

(Please attach Scope of Services, Proposals, etc. here)

Exhibit B

E-Verify Affidavit

(Please complete the attached affidavit and return with the executed contract)