



Clayton County Public Schools Independent Contractor Guide

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(Fillable forms available on the Clayton County Public Schools website www.clayton.k12.ga.us > Departments > Purchasing > How to do Business with Clayton County Public Schools)



CONTRACTING WITH CLAYTON COUNTY PUBLIC SCHOOLS (CCPS)

Clayton County Public Schools (CCPS) is a public entity, and as such, has several restrictions on its contracting activities and practices that many private and commercial organizations do not face.

A standard form Independent Contractor Form is attached hereto for your convenience and use. However, if you prefer to submit your own form of contract, please note that the provisions listed below, while not all inclusive, represent the most typical provisions that CCPS cannot accept and must reject when they are contained in any set of terms and conditions, proposal, agreement or contract.

Hopefully this information will assist you in removing contradictory provisions prior to presenting contracts, expedite contract formation and minimize any delays in furthering business relationships with CCPS.

01. **Indemnification and/or Hold Harmless**. CCPS cannot agree to indemnify contractors, or any other entity, against third party claims. Also, CCPS will not enter into clauses that obligate it to indemnify a contractor "to the extent permitted by law."
02. **Governing Law, Jurisdiction and Venue**. Contracts with CCPS must be governed by the laws of the State of Georgia. Jurisdiction and Venue is in Clayton, County, Georgia. CCPS cannot accept the governing laws of another state. Additionally, CCPS does not accept provisions requiring binding arbitration or waiver of jury trial.
03. **Late Payment Penalties, Interest, Cancellation Charges**. CCPS is prohibited from agreeing to pay charges for late payments, or cancellation charges, and will not grant security interests in purchased equipment.
04. **Prepayment and Deposits**. CCPS is not allowed to pay for all or part of goods or services prior to receipt. CCPS pays net 30 from receipt of an undisputed invoice.

05. **Credit Agreements.** CCPS is committed to handling its financial obligations in a timely manner. Credit Applications are seen as a request to borrow money and CCPS will not complete a credit application in conjunction with opening an account, signing a contract, or issuing a purchase order.
06. **Insurance.** CCPS is self-insured in most instances and as such, will not add contractors as additional insured parties.
07. **Taxes.** CCPS is exempt from most taxes and generally will not agree to contract language which requires the payment of taxes, or agree to reimburse contractors for the payment of taxes. CCPS will only pay those taxes lawfully imposed upon it.
08. **Loss during transit or delivery.** CCPS requires F.O.B. delivery. The risk of loss remains on the seller or contractor until delivery and/or title after delivery passes to CCPS.
09. **Unliquidated Expenses.** CCPS will not accept provisions for unspecified or undetermined costs or expenses including payment of attorney's fees or legal costs, undetermined costs that increase during the life of a contract, or any other expenses that cannot be calculated.
10. **Multi-Year Contract Terms.** Contracts with CCPS are subject to the State of Georgia Multi-Year Language contained in O.C.G.A. § 20-2-506 (b), as amended. CCPS may negotiate contracts that can be renewed at its discretion each fiscal year for multiple years, without obligating future year's appropriations/budget.
11. **Georgia Open Records Act.** CCPS is subject to the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq. which allows anyone to review its records and to make copies for a fee, unless the records are specifically exempt from disclosure by state or federal law.

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 facsimile transmission, addressed as follows:

For CCPS:

Dr. Anthony Smith
Interim 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

12. **Family Educational Rights and Privacy Act (known as FERPA)**. Due to student confidentiality and the privacy of student educational records, CCPS is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as well as its associated policies, rules and standards.
13. **E-Verify**. CCPS complies with all provisions of the Georgia Security and Immigration Compliance Act (E-Verify)/ Georgia Illegal Reform and Enforcement Act of 2011. Failure to provide all compliance documents with your submission will cause rejection.

Pursuant to the legislation, CCPS shall not enter into a contract for the physical performance of services (as that term is defined in the legislation) where the labor or services exceed \$2,499.99, unless the contractor signs and submits a notarized E-Verify affidavit that they have registered for and use E-Verify. A separate affidavit must be submitted with each contract, bid, proposal, or submission.

A contractor that is an exempt professional pursuant to O.C.G.A Titles 26 and 43 registered with the GA Secretary of State or a contractor with no employees and no intent to hire employees, may submit a notarized affidavit of No Employees along with a copy of their driver's license. The driver's license must be issued by a state that verifies lawful immigration.

14. **Vendor Registration in MUNIS**. CCPS utilizes a Tyler-MUNIS eProcurement system to manage all financial applications. All vendors must complete self-registration using this online system.

Once a contract or agreement is fully executed by both parties, you will receive a MUNIS contract number that will facilitate contract administration and payment. You should not render any products or services until you receive this contract number. CCPS will not be liable for payment for any products or services rendered prior to issuance of the MUNIS contract number. For more information on Vendor Registration, visit our website using the following link:

<https://claytonschoo1sga.munisselfservice.com/Vendors/default.aspx>

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.

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 which 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. Anthony Smith, Interim 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)

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance for services on behalf of Clayton County Board of Education, (name of public employer), has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with sub-contractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Clayton County Board of Education

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires:

AFFIDAVIT-NO EMPLOYEES PURSUANT TO O.C.G.A. § 13-10-91

The undersigned, in connect with a potential or proposed contract for the physical performance of service in the State of Georgia (the "Contract"), hereby affirms and certifies under penalties of perjury that:

- (a) I am a sole proprietor.
- (b) I do not employ any other persons.
- (c) I do not intend to hire any employees to perform the Contract.
- (d) A true, correct and complete copy of my driver's license, issued by a state that verifies lawful immigration prior to issuance, is attached hereto.
- (e) If at any time hereafter I determine that I will need to hire employees to satisfy or complete the physical performance of services under the Contract, *before* hiring any employees, I will:
 - (i) immediately notify the Client and all higher tier contractors (if any) in writing; and
 - (ii) register with, participate in and use a federal work authorization program operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986, P.L. 99-603 in accordance with the applicability provisions and deadlines establish in the O.C.G.A § 13-10-90; or
- (f) _____ (initial) I am an exempt professional pursuant to O.C.G.A Titles 26 and 43 registered with the GA Secretary of State and I will perform the services.

Name of Contractor

Name of Project

Clayton County Board of Education
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires:
