



JEFFERSON PARISH SCHOOL BOARD PROFESSIONAL SERVICES AGREEMENT

STATE OF LOUISIANA
PARISH OF JEFFERSON

THIS AGREEMENT made and entered into at Harvey, Louisiana, this _____th day of _____, 20_____, by and between the Jefferson Parish School Board, hereinafter referred to as the "School Board," and _____, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Board requires certain professional services to assist in accomplishing its educational mission, and

WHEREAS, the Contractor is professionally qualified and willing to perform these services,

NOW, THEREFORE, for the consideration hereinafter named, the parties agree as follows:

1. **Scope of Services.** The Contractor will perform the professional services described in the Scope of Work attached hereto and made a part of this agreement as Attachment A.
2. **Term of Contract.** The Contractor shall perform these services described in Attachment A according to the schedule indicated therein or during the period _____, and _____ . Should there be a conflict between the dates indicated on Attachment(s) A and B and the dates indicated in this paragraph, the dates in this paragraph will govern.
3. **Price and Payment Terms.** The price and consideration for which this agreement is made shall be in an amount not to exceed the sum of _____, which funds shall be paid to the Contractor by the Board in accordance with the Budget/Fee Schedule set forth in Attachment B.
4. **Contract Administration.** The Board's representative for purposes of administration of this agreement shall be _____. The Contractor's representative for purposes of administration of this agreement shall be _____.
5. **Notices.** All notices required by or relating to this Agreement shall be in writing and shall be sent to the parties to this Agreement at their addresses set below unless changed from time to time, in which event each party shall so notify the other in writing of such change. All such notices shall be deemed duly given if deposited registered or certified mail, in the United States mail and directed to the address set forth below or as changed if written notice thereof is provided to the other party:

Contractor:

School Board:

6. **Relation of Parties.** The Contractor acknowledges that his/her relationship to the Board is that of an independent contractor, that no employer-employee relationship is created by virtue of this agreement.



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7. **Payment of Taxes.** The Contractor acknowledges and agrees that the responsibility for payment of taxes due on the funds received under this agreement shall be said Contractor's obligation and shall be paid under federal taxation identification number:
8. **Non-assignment.** The Contractor shall not assign any interest in this agreement and shall not transfer any interest by assignment or novation without the prior written consent of the Board, provided, however, that claims for money due to the Contractor from the Board may be assigned to any financial institution without prior written consent and provided that notice of such assignment shall be furnished to the Board.
9. **Auditors.** The Contractor agrees to make available upon request, during normal working hours at the Contractor's place of business to Board and/or Louisiana Legislative Auditors, records and documents relating to the conduct of this agreement.
10. **Limitation of Liability.** The Contractor shall indemnify and hold harmless the Board against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the Contractor, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the Contractor hereunder.
To the extent allowed by law, the Board shall indemnify and hold harmless the Contractor against any and all claims, demands, suits, and judgements of sums of money to any party for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the Board, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the Board hereunder.
11. **Cancellation.** The Board reserves the right to cancel this agreement upon a thirty (30) day written notice should funds no longer be available due to budget reductions imposed by the state or federal government. The Board may terminate the agreement at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
12. **Termination for Cause.** The Board may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Board shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Board may, at its option, place the Contractor in default and the Contract shall terminate on the date specification such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Board to comply with the terms and conditions of this contract; provided that the Contractor shall give the Board written notice specifying the Board's failure and a reasonable opportunity for the state to cure the defect.
13. **Termination for Convenience.** The Board may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
14. **Discrimination Clause.** The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.



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Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

15. **Ownership.** All records, reports, documents and other material delivered or transmitted to Contractor by Board shall remain the property of Board, and shall be returned by Contractor to Board, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of Board, and shall, upon request, be returned by Contractor to Board, at Contractor's expense, at termination or expiration of this contract.
16. **Disclosure of Information.** Except to the extent permitted under applicable federal and state law, regulation and standard, Contractor, its agents or employees, shall not during, nor at any time after termination of this Agreement, without authorization of the School Board, disclose to or use for the benefit of any person, corporation or other entity or itself, any files or other confidential or personally identifiable information concerning students or their families, or School Board employees.
17. **Disputes.** Disputes with respect to this Agreement shall be discussed and resolved, if possible, by authorized representatives of Contractor and School Board. The parties hereby agree to use their best efforts to promptly resolve any such dispute. If, however, the parties are not successful in resolving such dispute within thirty (30) days from the date such dispute arises, then either party shall be free to exercise any rights that it may have under law.
18. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto. No change, addition or amendment shall be made except by written agreement duly signed by the parties hereto.
19. **Waiver.** The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation hereof.
20. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force or effect in all other circumstances.
21. **Benefits.** This Agreement shall inure to and shall be binding upon the parties hereto, the successors and assigns of the School Board and Contractor.
22. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana without reference to conflict of law principles thereunder. Any dispute arising under this Agreement shall be resolved in the state or federal courts of the Eastern District of Louisiana and the Parish of Jefferson.
23. **Duration.** This agreement shall be effective on the day and date first above written and shall expire on _____, unless extended or canceled as provided herein.

Contractor certifies by submission of this proposal/contract or by accepting that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.



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IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

CONTRACTOR

By: _____

(Title)

(Date)

(Witness signature)

By: _____

(Title)

(Date)

(Witness signature)

By: _____

(Title)

(Date)

(Witness signature)

JEFFERSON PARISH SCHOOL BOARD

By: _____

Board President

(Date)

(Witness signature)

By: _____

Superintendent

(Date)

(Witness signature)

By: _____

(Title)

(Date)

(Witness signature)