

Newberg School District 29J 714 East Sixth Street Newberg, OR 97132

PERSONAL SERVICES CONTRACT

	Address		
City		State	Zip
Phone Number		Social Security Number	
Contract Period		Number of Da	ys / Hours
	\$		
Date Employment Begins		Contract Amount	

IT IS HEREBY AGREED, the above named shall be employed by the Newberg School District as an independent contractor with the following conditions:

- 1. Contractor shall perform assigned duties for the District during the period indicated above.
- 2. As a condition precedent to any obligation of the District to pay for or accept the services of the Contractor, the Contractor shall make the required reports and possess the qualifications required by law and perform the duties as assigned.
- 3. For such services, lawfully and properly performed, the District shall pay to said Contractor at the times specified herein, the amount that may be due, according to this contract, pursuant to the District's payment plan, and upon receipt of an invoice. All payments are subject to post-audit by the District or its designee.

- 4. This contract is subject to the laws of the State of Oregon, the duly adopted rules and polices of this District and the Oregon Board of Education.
- 5. This contract may be terminated by either party by providing 30 days written notice. Termination for any cause shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination.
- 6. Renewal or extension of this contract is at the discretion of the District.
- 7. The individual agrees that he/she (check one):
 will employ others in performing this contract and prior to commencement of work shall file with the District proof that it has complied with subsection (2) Chapter 864, Oregon Law 1979 (Worker's Compensation); or
 shall not use the assistance of any other person in performing this contract, contractor alone shall perform the services and shall not be entitled to Worker's Compensation benefits unless it has complied with ORS 656.128.
- 8. Contractor shall provide assurance that he/she and all of the Contractor's employees have met the conditions of the Oregon Criminal History/Fingerprint Laws (ORS 326.603, ORS 342.223, 342.232).
- 9. Contractor shall defend and hold harmless the District from claims for injury to persons including, but not limited to, Contractor and District employees or damage to property including Contractor's property. Claims shall include, but are not limited to, claims made pursuant to ORS Chapter 656. Contractor shall provide insurance protection with limits adequate to meet any and all such claims, and shall show proof of insurance protection to the satisfaction of the District.
- 10. Contractor shall certify that he/she is an independent Contractor in accordance with ORS 670.600 by signing the Personal Services Contractor Checklist.

The following items have been completed and are attached:

W9 Personal Services Contractor Checklist

Contractor Signature

Date

Date

District Contact Person

Assistant Superintendent

Date

Business Office