Columbia County
SCHOOL DISTRICT

**GENERAL CONTRACT FOR SERVICES (Option II)**

This contract for services is between _____
("Contractor") and the Columbia County School District. (hereinafter "CCBOE" or "District")

**1. DESCRIPTION OF SERVICES:** The Contractor will provide to District the following services:
_____
_____
_____
_____
_____

**2. CONTRACTOR SOCIAL SECURITY /TAX ID NUMBER:** _____
(Attach completed W9 Form)

- Is the contractor a retired employee under GA TRS, if so contractor MUST be approved by TRS before work can commence.
- Is the contractor a CCBOE employee, if so, the pay must go through payroll and a GBU must be approved.
- Is the contractor a lay coach, if so, a complete background check must be completed and approved before the lay coach can work.

**3. DATES OF SERVICE:** Contractor will commence providing services under this general contract on _____ and will diligently perform as required and complete performance by _____.

**4. PAYMENT FOR SERVICES:** The agreed price for the above stated services is _____ per _____ or a total of _____.

SERVICES WILL BE PAYABLE AS FOLLOWS:
_____
_____
_____
_____

**5. LICENSE, INSURANCE AND WORKERS' COMPENSATION:** A copy of your Business License, Certificate of Liability Insurance and Workers' Compensation must be on file in our office before work begins (when applicable).

During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

**a) Worker's Compensation** - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by Georgia law or
**a1)** The Contractor represents and warrants to the District that it does not have any employees and is not required to maintain workers compensation insurance in accordance with Georgia Law.

**b) General Liability** – The Contractor shall provide and maintain General Liability Coverage in the amount of $**1**,000,000 aggregate liability and $1,000,000 personal injury (each occurrence) to cover the employees of the contractor who are engaged in performing work under the contract. The Columbia County Board of Education shall be listed on the policy as an additional named insured. A copy of such certificate shall be provided upon execution of the agreement.

**c) Waiver and Release of Liability** - The school district will accept the waiver and release of liability form attached to this procedure ONLY when all options to obtain a certificate of insurance have been exhausted.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this Contract. All such insurance shall meet all laws of the State of Georgia. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in Georgia. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Georgia laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

**6. FACILITY PROTECTION**: The contractor shall protect buildings, facilities, schools, and their contents, against damage and loss. Furthermore, the contractor shall be responsible for replacing or repairing any such damage or loss caused by the contractor's negligence or their agents within a 30-day period from the date of notification of such loss and/or damage.

**7. GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of Georgia. Venue shall be in a court of competent jurisdiction in Columbia County, Georgia.

**8. TERMINATION/CANCELLATION:** Either party may cancel this Contract in whole or in part by giving 30 days prior notice in writing to the other party.

**9. CONFIDENTIALITY:** The Contractor and its employees, agents, or representatives will not at any time or in any manner either directly or indirectly, use for personal benefit of the Contractor, or divulge, disclose or communicate in any manner, any information that is proprietary to the CCBOE. The Contractor and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of the Contract. Upon termination of this Contract, the Contractor will return to CCBOE all records, notes documentation and other items that were used, created or controlled by the Contractor during the term of this Contract.

**10.GENERAL INDEMNITY:** The Contractor shall hold and save the CCBOE, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this contract and that are attributable to the

negligence or intentionally tortuous acts of the Contractor provided that the Contractor is notified in writing within 30 days that the CCBOE has knowledge of such claims. The Contractor represents and warrants that it shall make no claim of any kind or nature against the CCBOE's agents who are involved in the delivery or processing of Contractor goods to the CCBOE.

**11. INDEPENDENT CONTRACTOR:** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.

**12. TAXES:** Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding or any other similar state or federal tax obligation.

**13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA") COMPLIANCE:** To the extent required by law and applicable to this contract, Contractor and all of its employees providing Education and Education Related services to Client pursuant to this Agreement will comply with HIPAA and regulations promulgated thereunder in regard to the disclosure of "Protected Health Information," as defined therein.

**14. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA") COMPLIANCE:** To the extent required by law and applicable to this contract, Contractor providing Education and Education Related services of its employees to Client pursuant to this Agreement will comply with FERPA and regulations promulgated thereunder in regard to the disclosure of Student Educations Records as defined therein.

**15. NO LIMITING OF DISCRETIONARY AUTHORITY:** This General Contract is not intended to limit the discretionary authority of, or to create any liability for, or create a cause of action against, the Board of Education or its officers, employees, volunteers or other designated individuals for any act or omission to act related to this policy. Georgia's Constitution provides that school district employees are immune from liability when they are performing discretionary functions and they act without malice or intent to cause injury

**16. NO CREATION OF RIGHT/INTEREST:** This General Contract for Services is intended solely for the mutual interest benefit of the Parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the District and Contractor; without limiting the generality of the foregoing, no rights are intended to be created for any student, parent or guardian of any student, spouse, employer or prospective employer of any student.

| Contractor: | Columbia County School District Representative: |
|---|---|
| Name:_____ | Name:_____ |
| Address:_____ | School/Dept.:_____ |
| _____ | |
| Phone Number:_____ | Phone Number:_____ |
| Signature:_____ | Signature:_____ |
| Date:_____ | Date:_____ |

Columbia County
SCHOOL DISTRICT

# Waiver and Release of Liability

I,_____ , of_____ , do hereby release and forever discharge Columbia County School District, of 4781 Hereford Farm Road, Evans, Georgia 30809, their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, whether known or unknown, fixed or contingent, which I now have or may hereafter have or claim to have, as a result of or in any way relating to the following:

Service(s):_____

Date(s) of Service:_____

I agree to indemnify and hold harmless Columbia County School District against any and all claims, suits or actions of any kind whatsoever, for liability, compensation or otherwise brought by me or anyone on my behalf, including legal fees and any related cost, if litigation arises pursuant by me or anyone acting on my behalf. I acknowledge that I have carefully read this "wavier and release" and fully understand it is a release of liability. I expressly agree to release and discharge Columbia County School District and their directors, officers, administrators, volunteers, representatives and agents from any and all claims. Release shall be subject to and governed by the laws of the State of Georgia.

EXECUTED this ____ day of _____, 20____.

Signed: _____

Print Name:

WITNESSED BY:

Signed: _____

Print Name:

Signed: _____

Print Name: