



Clarksville-Montgomery County School System
621 Gracey Avenue
Clarksville, TN 37040

Contract for Professional Services

THIS CONTRACT, by and between the Clarksville-Montgomery County School System, hereinafter referred to as the **School System**, and _____, hereinafter referred to as the **Contractor**, is made and entered into on this _____ day of _____, 20____.

WITNESSETH: In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Contract according to the provisions set out herein.

- A. The **Contractor** agrees to perform the following services (goals, outcomes, deliverables, timeline, etc.):
Click here to enter text.

- B. The **School System** agrees to compensate the **Contractor** as follows:
Click here to enter text.
 - 1. Payment will be made upon receipt of a monthly or one-time invoice for the satisfactory completion of services performed under Section A of this contract. Payment will be made within fifteen (15) business days of receipt of the invoice.
 - 2. Such invoice shall, in detail, describe services performed and/or equipment and materials provided for the period to be paid. Compensation, if agreed to, for out of county travel will be reimbursed in accordance with **School System** travel regulations.

- C. The amount payable to the **Contractor** under this contract will not exceed Click here to enter text.

- D. The term of this contract will be for the date(s) Click here to enter text. through Click here to enter text..

- E. The parties further agree that the following shall be essential terms and conditions of this Contract:
 - 1. If the performance of this Contract requires the **Contractor** and/or an employee of the **Contractor** to have direct contact with the school children or have access to the grounds of a school or child care center when children are present, the **Contractor** will comply with Tennessee Code Annotated Section, 49-5-413, as amended. It shall be the responsibility of the Contractor and/or its employee to make timely arrangements for the background check to be conducted by the Federal Bureau of Investigation(FBI)/Tennessee Bureau of Investigation (TBI) and pay all costs associated with such checks. The School System bears no responsibility for the cost of the background checks. To ensure the appropriate safety of the School System’s students, Contractor shall, prior to assignment of its employees, ensure such background checks are completed. Contractor’s employees with felony offenses shall not be permitted to be placed with the School System. Additionally, Contractor’s employees with misdemeanor conviction(s) or charge(s) involving illegal drugs or endangerment of a child with a resolution other than an acquittal are examples of indications that would not be permitted for placement with School System. It shall be the obligation of the Contractor to appropriately screen its employees. The Contractor shall complete the attached attestation form confirming to the School System that a background check has been completed with satisfactory results as required herein for each of its employees assigned to the School System. It is the Contractor’s responsibility to inform its employees excluded from placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.
During their placement with the School System, it is understood and agreed that any of Contractor’s employees assigned to the School System are not School System employees.
 - 2. “The **Contractor** agrees to use E-Verify to verify the eligibility to legally work in the United States, of all persons hired by said **Contractor** during the contract term, and all persons assigned to perform work on this Contract.”



3. The **Contractor** warrants that no part of the total contract amount provided herein will be paid directly or indirectly to any official or employee of the **School System** as wages, compensation, or gifts in exchange for acting as officer, employee, subcontractor, or consultant to the **Contractor** in connection with any work contemplated or performed relative to this Contract.
4. No person on the ground of handicap, race, color, religion, sex, age, or national origin will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of the **Contractor**. In connection with this Contract, the Contractor and School System agree to comply with Title VI and VII or the Civil Right Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, Executive Order 11246 and the related regulations to each.
5. The **Contractor**, being an independent contractor and not an employee of the **School System**, agrees to carry adequate liability and other appropriate forms of insurance. The **School System** will have no liability except as specifically provided in this contract. The School System is a governmental entity and is self-insured and shall have the coverage provided by Tennessee law. Any liability of the School System will be governed by the laws of the State of Tennessee. Moreover, the **School System** may be sued only as permitted by Tennessee law.

Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. Neither party shall require indemnification by the other. In no event shall School System be responsible for personal injury or property damage caused by Contractor's employee assigned to the School System. Each party further agrees that, with respect to insurance coverage maintained by it, it will: (a) Provide evidence of such insurance upon request and provide 30 days prior written notice of any material changes in such coverage, and (b) Notify the other as soon as possible and cooperate with the other in the investigation and/or settlement of any loss or damage or potential loss or damage arising out of this agreement.

6. This Contract may be terminated by either party by giving written notice to the other at least 30 days before the effective date of termination. In that event, the **Contractor** will be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date. Notwithstanding any other provision in this Contract, the School System may immediately remove from any of its premises Contractor employee assigned to it who, in the School System's sole discretion, determines needs to be removed to safeguard the health, safety, and welfare of its students and staff.
7. If the **Contractor** fails to fulfill in timely and proper manner his/her obligations under this contract, or if the **Contractor** violates any of the terms of this Contract, the **School System** will have the right to immediately terminate this Contract and withhold payments in excess of fair compensation for work completed.
8. Notwithstanding the above, the **Contractor** will not be relieved of liability to the **School System** for damages sustained by virtue of any breach of this Contract by the **Contractor**.
9. This Contract may be modified only by written amendment executed by all parties hereto.
10. The **Contractor** will not assign this Contract or enter into subcontracts for any of the work described herein without obtaining the prior written approval of the **School System**.
11. **The parties agree that Contractor shall inform its employees that they are responsible for following School System's rules and regulations including but not limited to recognition of the confidential nature of information regarding the School System's students and their records pursuant to the Family Educational Rights and Privacy Act as codified at 20 U.S.C. Section 1232(g) ("FERPA") and compliance with the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. Section 1320d ("HIPPA").**



F. This Contract will not become binding until executed by both parties.

G. This Contract shall be governed by and construed in accordance with the domestic laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether the State of Tennessee or any other jurisdiction) that would result in the application of the laws of any jurisdiction other than the State of Tennessee.

CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

By: _____
Chief Financial Officer/Designee Signature

Date:

CONTRACTOR

Click here to enter text.
(Printed Name)

By: _____
Signature

Date: