

LEGAL SERVICES CONTRACT

between

SCHOOL DISTRICT NO. 1J,MULTNOMAH COUNTY, OREGON

(“PORTLAND PUBLIC SCHOOLS”)

**and**

**LAW FIRM NAME**

Contract No. LS

This Contract Shall be binding on the District only if it is

signed by THE DEPUTY CLERK OR AUTHORIZEDDESIGNEE

This Legal Services Contract (“Contract”) is made by and between School District No. 1J, Multnomah County, Oregon (“Portland Public Schools” or “District”) and LAW FIRM NAME (“Contractor”). The parties agree as follows:

###### CONTRACTOR DATA

**Law Firm Name:**  **LAW FIRM NAME**

**Contact Person:**

**Address:**

**City, State, ZIP:**

**Telephone :**

**Email:**

**Contractor must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed contract.** Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor.

**Contractor certifies under penalty of perjury that Contractor is a**

Sole Proprietor ProfessionalCorporation  Limited Liability Company

Partnership Limited Liability Partnership  Other [describe:      ]

Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants that contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by the Contractor to comply with the tax laws of this state or a political subdivision of this state before the execution of this Contract or during the term of this Contract is a default for which the District may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.

**District Point of Contact:** Name of Dept./School Contract Manager (*Email prefix@pps.net*), Name of Dept./School, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

**\*All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

TERMS AND CONDITIONS

1. **Purpose of Contract.** To engage the services of outside legal counsel with Contractor's special expertise.
2. **Detailed Description of Services / Statement of Work.** Contractor shall provide legal services to the District at the direction of the District General Counsel or General Counsel's designee as described in Exhibit A.
3. **Term and Termination.** This Contract becomes effective on       or the date on which the Contract is fully executed by both parties, ***whichever is later***. ***No party shall perform work under this Contract before the effective date***. An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through      . This Contract may be renewed annually, subject to negotiation of fees and total contract amount.

1. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

Exhibit A Engagement Letter and Fee Schedule

Exhibit B (delete if not used)

1. **Maximum Total Payment; Payment Method; Other Payment Issues.** No payment shall be made until this Contract is fully executed by the authorized representatives of both parties. Contractor will invoice District monthly. Upon work completion, work acceptance, and invoice approval, District shall pay invoices based on the hourly rates set forth in Exhibit A net 30 days. Total payments under this Contract shall not exceed **$0.00**; this is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the parties. If Contractor believes that a particular legal matter or matters could cause this limit to be exceeded, Contractor shall so notify District’s General Counsel at its earliest opportunity.
   1. Reimbursable Expenses: District shall reimburse those Contractor expenses set forth in attached Exhibit A.

b. Payment of Laborers: This provision is required by statute. In addition to applicable federal and local laws, ORS 279B.220 requires that Contractor

1. “Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
2. “Pay all contributions or amounts due the Industrial Accident Fund by the Contractor or subcontractors, if permitted, incurred in the performance of the contract.
3. “Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. “Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.”

If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, District may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. District’s payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

c. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor’s employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incidental to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.

1. **Independent Contractor Status.** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300).  Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.
2. **Successors in Interest.** This Contract shall bind, and inure to the benefit of, the parties, their successors, and approved assigns, if any.
3. **No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third persons unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
4. **Cost Adjustments.** Both parties agree that contracted rates shall be fixed for the first full year of this Contract. Contractor agrees to submit to District any proposed rate adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District reserves the right to terminate this Contract if it deems the proposed increased rates unacceptable.
5. **Early Termination.**  District and Contractor may terminate this Contract at any time by their signed, written agreement.

1. **Hours of Labor.** This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor’s employees subject to Oregon employment laws:

a. Maximum Hours: Employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

b. Exemption: The requirements of Section 11(a) do not apply to individuals who are excluded under ORS 653.010 through 653.261 or under 29 U.S.C. 201 through 209 from receiving overtime.

c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

1. **Time Limitation on Claim for Overtime.** This provision is required by statute. For Contractor’s employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has done the following:

a. Posted circular: Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper’s office or in a similar place that is readily available and freely visible to workers employed on the work, and

b. Maintaining posted circular: Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.

1. **Errors.** Contractor must perform any and all additional work necessary to correct errors in the work required under this Contract, and Contractor must do so without undue delays and without additional cost to District.
2. **Unsupervised Contact with Students; Criminal Background Checks.** This provision is required by statute. “Unsupervised contact” with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct supervision by District personnel. ORS 326.603; OAR 581-021-0500.

**CHOOSE ONE:**

* 1. Contractor will have no direct, unsupervised contact with students in the performance of this contract.
* Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students.
* Contractor will discuss any questions or concerns about these requirements with District Point of Contact (named on the first page of this Contract) before beginning work.
* Contractor, any subcontractors, and their officers, employees and agents must immediately remove themselves from any situation involving direct, unsupervised contact with students.
* If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District Point of Contact and undergo a criminal background check before beginning any work that could result is such contact.
* Contractor must check in at the school office and wear a visitor badge while on District property or in the presence of District students.
* A violation of these provisions is grounds for immediate termination of this Contract by the District.

**OR**

* 1. Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. As required by ORS 326.603, **Contractor must undergo a finger-print based criminal background check before beginning work under this Contract**.
* Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks.
* Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.
* After completion of the criminal background check, Contractor will be provided with a District badge.
* Contractor must the wear the badge provided by the District while on District property or in the presence of District students.

1. **Confidentiality; FERPA Re-disclosure.** **Family Education Rights and Privacy Act (“FERPA”) prohibits the re-disclosure of confidential student information.** Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively “FERPA.”  Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a “school official” as that term is used in FERPA. As such, Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that will it not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law.  If Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Contractor with complying with this notification requirement.
2. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
3. **Waiver; Severability.** Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
4. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.
5. **Controlling Law; Venue.** Any dispute arising under or related to this Contract shall be governed by Oregon law, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.
6. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract shall be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
7. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract.  Counterparts may be delivered by electronic means.
8. **Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
9. **Notices.** All notices or demands of any kind required or desired to be given by District or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

**I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBIT. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT on behalf of the party I represent AND AGREE TO BE BOUND BY ITS TERMS.**

**CONTRACTOR DISTRICT**

LAW FIRM NAME SCHOOL DISTRICT NO. 1J,

MULTNOMAH COUNTY, OREGON

Signature Emily Courtnage

Director, Purchasing & Contracting

Contractor Printed Name and Title Date

Date