

ORLEANS PARISH SCHOOL BOARD CONTRACT

INSTRUCTIONS

BE IT KNOWN, the Orleans Parish School Board (hereinafter sometimes referred to as *OPSB*) and (insert Contractor's name and legal address including Zip code) (hereinafter sometimes referred to as *Contractor*) do hereby enter into a contract with funds provided by the program entitled (insert name of funding source), under the following terms and conditions. If a federal program, provide Catalog of Federal Domestic Assistance (CFDA) Number (can be found in the grant award letter).

1. Scope of Services

Contractor hereby agrees to furnish the following services: *(If the Scope of Services is lengthier than will fit here, it may be attached separately.)*

- **Specific goals and objectives:***(what is the vendor being contracted for; what is the vendor going to provide; how will it be accomplished)*
- **Deliverables:** *(Report(s) or item(s) that must be completed and delivered under the terms of the contract).*
- **Performance Measures:** *(that are quantifiable and time-bound)*
- **Monitoring Plan:** *(for adherence to contract requirements and completion of work)*

CONTRACTS WHICH DO NOT INCLUDE EACH OF THESE REQUIREMENTS WILL BE RETURNED TO THE RESPECTIVE REQUESTOR WITHOUT ACTION

2. Payment Terms

In consideration of the services described above, OPSB hereby agrees to pay the Contractor a maximum fee of \$_____. Payment will be made only on approval of (position title of the approver-do not enter the approver's name). The Contractor must use the standard OPSB billing form for invoicing purposes.

If progress or completion is obtained to the reasonable satisfaction of the OPSB, payments are scheduled as follows:

(Include payment terms here, i.e., net 30, upon receipt of invoice, upon completion of work, etc.)

3. Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract shall be Contractor's obligation and shall be identified under Federal Tax Identification Number _____ (or Social Security Number).

4. Termination for Cause

The OPSB 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 OPSB 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 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 OPSB may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the OPSB to comply with the terms and conditions of this contract; provided that the Contractor shall give the OPSB written notice specifying the OPSB's failure and a reasonable opportunity for the OPSB to cure the defect.

5. Termination for Convenience

The OPSB 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.

6. Ownership

Any records, reports, documents, materials, or products created or developed under this contract shall be the property of the OPSB. Any work undertaken by Contractor pursuant to this contract shall be work made for hire, and the contractor hereby transfers and assigns to the OPSB any intellectual property rights, including but not limited to the copyright of any records, reports, documents, materials or products created or developed by Contractor in connection with the performance of this contract. No records, reports, documents, materials or products created or developed under this contract can be distributed free or for profit without explicit written approval from the OPSB.

7. Assignment of Contract

Contractor shall not assign any interest in this contract by transfer, novation, or assignment, without prior written consent of the OPSB. This provision shall not be construed to prohibit Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the OPSB.

8. Right to Audit

It is hereby agreed that the OPSB and/or other auditors representing OPSB shall have the option of auditing all accounts or records of Contractor which relate to this Contract. Copies of audits may be forwarded by the OPSB to the funding source of this contract, including but not limited to the State or Federal government.

9. Term of Contract

This Contract shall begin on enter beginning date and shall terminate on enter ending date. The effective date of this Contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this Contract is deemed necessary, an amendment may be prepared by OPSB and forwarded to the other party for appropriate action by the other party. Said amendment is to be returned to OPSB with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this Contract, including extensions hereto, be for a period of more than three (3) years.

10. Fiscal Funding

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract. If sufficient monies are not appropriated to provide for the continuation of the Contract, or if such appropriation is reduced to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

11. Discrimination Clause

Contractor agrees to abide by the requirements of the following as applicable:

- Title VI and VII of the *Civil Rights Act of 1964*, as amended by the *Equal Opportunity Act of 1972*
- *Federal Executive Order 11246*
- *Federal Rehabilitation Act of 1973*, as amended
- *Vietnam Era Veteran's Readjustment Assistance Act of 1974*
- *Age Act of 1975*
- *Americans with Disabilities Act of 1990*

The 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 the Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

12. Compliance Statement

By executing this contract, Contractor certifies that Contractor has conducted, with due diligence, an examination of its business relationships and affairs and to the best of Contractor's knowledge, information and belief, Contractor is not prohibited from entering into this contract by La. R.S. 42:1113. Contractor further acknowledges that a violation of La. R.S. 42:1113 shall be grounds for termination of this contract for convenience.

13. Debarment and Suspension Clause

Contractor receiving individual awards hereby certifies that the organization and its principals are not suspended or debarred from any Federal or State program.

14. Confidentiality

This contract is entered into by Contractor and the OPSB in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. Contractor agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. Contractor agrees to return all documents deemed confidential pursuant to FERPA and/or IDEA to the OPSB at the conclusion of this contract.

15. Collections Fees

If Contractor invoices the OPSB, and OPSB pays Contractor, for work not done or for work not done in accordance with this contract, or if the OPSB for any reason pays Contractor any amount not actually owed by OPSB to Contractor pursuant to this contract, or if Contractor owes money to the OPSB for any reason whatsoever as a result of this contract, the OPSB may refer this matter to an attorney for collection. If the OPSB does refer this matter to an attorney, Contractor agrees to pay, in addition to the debt owed to the OPSB, the OPSB's reasonable attorney's fees, up to a maximum fee of thirty-three and one-third percent (33 1/3%) of Contractor's debt.

16. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the OPSB and Contractor arising out of, or related to, this contract shall be in the Civil District Court, Parish of Orleans, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this contract.

THUS DONE AND SIGNED at New Orleans, Louisiana, on the day, month and year first written below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____ day of month, year .

(contract should be signed by the vendor prior to submitting to Purchasing, signature of Superintendent or Board President will be obtained by OPSB Legal Counsel)

Orleans Parish School Board

Darryl C. Kilbert, Superintendent

WITNESSES' SIGNATURES

CONTRACTOR'S SIGNATURE

By: _____

Telephone: (____)_____