

INDEPENDENT CONTRACTOR (VENDOR) AGREEMENT

This agreement is entered into by and between Bridge Charter Academy (BCA), a charter school existing pursuant to Chapter 338 of the Oregon Revised Statutes, and the company/individual listed below hereinafter referred to as "Vendor."

Company Name/Contact	Email (updates only)	Phone	
Address	City	State	Zip

The Parties hereto agree as follows:

1. This agreement shall be effective from September 4th 2017 through June 1st 2018.
2. Vendor shall provide the following service(s):
3. BCA shall pay Vendor a rate of _____/_____. Vendor shall invoice BCA monthly.
4. Vendor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances regarding its employees, including as to the protection of confidential student information including, without limitation, the Family Educational Rights and Privacy Act (FERPA).
5. This agreement, or any of its rights, obligations, terms or conditions, may not be assigned by either party without the written consent of the other party and may not be subcontracted by Vendor in whole or in part without express written consent of BCA.
6. Vendor represents and warrants to BCA that Vendor is qualified to perform the services contemplated by this Agreement and has sufficient resources, whether financial or otherwise, to meet all Vendor's obligations hereunder. Bridge Charter Academy reserves the right to approve/disapprove or cancel the contract for any individual vendor.
7. Vendor shall provide to BCA a monthly progress report on each student with Vendor's monthly invoice or, if pre-arranged with BCA, Vendor may submit the progress report to the student. Vendor shall otherwise keep BCA reasonably apprised as to all the material information regarding each student receiving Vendor's services.
8. BCA may terminate this Agreement upon 5 working days' written notice to Vendor. In such event, Vendor shall be reimbursed for all services performed to date, as determined by BCA. All finished or unfinished documents and paperwork prepared by Vendor are property of BCA. If Vendor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of BCA, engages in serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, BCA may terminate this Agreement immediately without prior written notice to Vendor.
9. This Agreement shall not render Vendor an employee, partner, or agent of BCA for any other purpose. Vendor acknowledges that it is an independent contractor with respect to BCA. Vendor warrants that Vendor has read and abides by the Vendor Requirements posted on the Bridge Charter Academy website (www.BridgeCharter.com). BCA shall not be responsible for withholding taxes with respect to the Vendor's compensation hereunder. Vendor shall have no claim against BCA hereunder or otherwise for vacation pay, sick leave, retirement benefits, Social Security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

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- 10. Vendor will carry liability insurance (including malpractice insurance), on terms acceptable to BCA, if warranted relative to any service that [he or she] performs for BCA. BCA may require proof of insurance from time to time. Vendor shall indemnify, defend and hold BCA harmless from any and all claims, rights, or actions related to any of the Vendor’s activities under this Agreement, including as to attorney fees and court costs.
- 11. Vendor irrevocably agrees that any dispute as to the interpretation or enforcement of this Agreement shall be exclusively in the Circuit Court for Lane County, Oregon. In any such proceeding, the prevailing party shall be entitled to recover its attorney fees and court costs.
- 12. Vendor shall not rely on any alteration, amendment or modifications of the terms of this Agreement which is not in writing and signed by the authorized representative of BCA.
- 13. All public charter school contractors and/or their employees, whether employed part-time or full-time and all contractors and/or their employees who provide early childhood special education or early intervention services in accordance with rules established by the Employment Department are required to have criminal records check and fingerprinting within 60 days of becoming a contractor and at least once every five (5) years.

Signature_____

Print Name_____ Social Security Number_____ (or EIN)

BRIDGE CHARTER ACADEMY

By_____ Bridge Charter Academy Executive Director

Your business info may appear on our school website.
Please add the information for our families to view.

Company website_____

Your company name will be linked on our website.
This is highly preferred as families would have full access to your program and contact information.

If you don’t have a company website, complete the following:

Area – circle one of the following as applicable:

Fine Arts Foreign Language Physical Education Science Tutoring Other

Specialty_____

Examples: Fine arts – guitar, piano, painting
Foreign Languages – Spanish
Tutoring – Math all levels

Grades (we are a K-12 school) _____

Company Name_____

Contact Person_____

Phone Number_____

Email (please print)_____