



George County School District
494 Cowart Street
Lucedale, MS 39452
Phone: 601-947-6993

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") is made and entered into between _____ ("Contractor") and the George County School District ("GCSD" or "District") for the period of _____, 20____ through _____, 20____ for an amount not to exceed \$ _____ as specified in Exhibit A.

List Budget Number(s): _____

Scope of Work and Compensation

During the Term, Contractor shall be paid a fixed fee to perform the services described on Exhibit "A" attached hereto. In no event shall this fee increase. However, the GCSD will always take advantage of price decreases. Such services shall be performed in a competent and professional manner, and in compliance with the terms and conditions set forth in the Contract.

WHEN DISTRICT FUNDS:

Attachment: Exhibit "A": Include detailed Scope of Work and Compensation

WHEN FEDERAL FUNDS:

If the life of the contract is:

-\$10,000 up to \$249,999.99 include: Contractors Request for Proposals that shows detailed Scope of Work, Compensation, Measurable Goals (at least 2 quotes required).

Contract Administrator

For all Contracts the department should name a Contract Administrator. The Contract Administrator shall be chosen prior to the beginning of the contract. The Contract Administrator will be responsible for the tasks, technical requirements, service performance, and verifying that payments are in compliance with the contract.

Personal Liability

Contractor acknowledges that the individual executing the Contract on behalf of the GCSD is doing so only in his/her official capacity. To the extent any provision contained in the Contract exceeds such authority, the Contractor agrees that it will not look to the individual in his/her personal or individual capacity or otherwise seek to hold the individual personally liable for exceeding such authority.

Independent Contractor

Based upon the Internal Revenue Code, the Contractor has been classified as an independent contractor and assumes all responsibility for reporting any earnings to Federal and State authorities where required by law and paying such taxes as may be required thereon. The contractor shall perform all services as an independent contractor and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by the contractor with respect to third parties shall be binding on the GCSD.

No Third Parties

There are no other parties to this Contract. No obligations to third parties are provided herein, whether by the express or implied terms and conditions. Neither party shall be liable to any third party based upon this Contract, its terms and conditions, or a party's actions taken hereunder.

Entire Contract

The parties hereto acknowledge that this Contract constitutes the entire Contract of the parties with respect to the supplies or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Contract or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Contract.

Severability

If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Contract, and to that end the provisions hereof are severable. In such an event, the parties shall amend the Contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

Insurance

(Applicable when the life of the Contract is in excess of \$25,000, or if requested by the District.)

In accordance with MS Code §31-5-51 (7), if entering into a formal contract which exceeds \$25,000.00, Contractor shall carry, pay for, and keep in force, with a company licensed to do business in Mississippi, certifying that it has appropriate and comprehensive insurance covering any incident arising from its operation. Policy shall name the George County School District as Additional Insured. Such insurance shall at a minimum, include the following types of insurance and coverage limits:

- 1.) Comprehensive Commercial General Liability – with limits not less than \$1 million each occurrence

- 2.) Workman's compensation as required by law and employer's liability with limits not less than \$500,000 per person per accident.
- 3.) Vehicle Liability – if vehicles or mobile equipment are used in the performance of the obligations. Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1 million per occurrence combined single limit.
- 4.) Cyber Liability if the performance of the obligations is for IT Contractor Services – with limits not less than \$2 million per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligation as is undertaken by Contractor in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of information, release of private information, alteration of electronic information, extortion, ransoms, and network security. The policy shall provide coverage for breach response costs, including but not limited to notification, as well as regulatory fines and penalties. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement. Contractor agrees to notify the District of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Certificates of insurance shall state that thirty (30) days prior written notice will be given to the District before the policy may be canceled or changed. The official Certification of adequate insurance coverage shall be presented to the District within five (5) working days of notification of award of contract and shall list District as additional insured.

Assignment

Contractor shall not assign or subcontract in whole or in part, its rights or obligations under this Contract without prior written consent of the GCSD. Any attempted assignment without said consent shall be void and of no effect.

Authority to Contract

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this Contract; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, contractual, or other Contract of any kind, and (d) notwithstanding any other provision of this Contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract.

Modification or Renegotiation

This Contract may be modified only by written Contract signed by the parties hereto. The parties agree to renegotiate the Contract if federal and/or state revision of any applicable laws or regulations makes changes in this Contract necessary.

Public Records

Notwithstanding any other provisions, Contractor acknowledges that the terms of this Contract are subject to the Mississippi Public Records Act ("MPRA"), Mississippi Code Annotated §25-61-1 et seq. (1972, as amended). All disclosures by the District must be made in compliance with District policies and procedures established in accordance with the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1 et seq.

GCSD Confidential Information

Contractor will: (a) hold Confidential Information in confidence and (b) use its best efforts to protect Confidential Information in accordance with the same degree of care with which it protects its own Confidential Information. The Contractor will promptly give notice to the District of any unauthorized use or disclosure of the District's Confidential Information. The Contractor agrees to assist the District in remedying any such unauthorized use or disclosure of the District's Confidential Information.

Personal or Student Data Privacy Terms and Provisions.

To the extent applicable to this service Contract, Personally Identifiable Information (PII) Data/Student Education Records, and other non-public Data shall not be shared, sold, distributed, made available, or otherwise used for any purpose outside of those absolutely necessary for the performance of the Contract. PII includes but is not limited to: The name; Name of the student's parent, if student, or any family members; Address; A personal identifier, such as a social security number, Driver's License or if student, student number, or biometric record; Other direct identifiers, such as the date of birth, place of birth, and mother's maiden name.

Data Breach Notifications

In the event of a suspected or confirmed security breach, compromise, or unauthorized access of PII or Student Education Records, Contractor will notify the GCSD in accordance with applicable state law or immediately and without unreasonable delay., whichever occurs sooner. In the event a Security Breach is confirmed, Contractor and the GCSD will work together to prepare and transmit notification(s) to the affected persons, the entire cost of which will be borne solely by Contractor. Contractor agrees to not send notice to persons affected by the breach pursuant to Mississippi Code § 74-24-29 or any other Federal or State law without first obtaining the GCSD's approval for such notice, which approval will not be unreasonably withheld.

Personal or Student Data Security Controls

To the extent applicable to this service Contract, Contractor will encrypt all PII, or Student Education Records, in transit over public networks and at rest in Contractor's systems. Contractor will also implement the following security measures for all accounts with access to PII or Education Records: (1) two-factor authentication; (2) individual and separate usernames and accounts; (3) logging of all access; (4) implementation of the principle of least privilege; and (5) criminal background checks to ensure the user(s) of such accounts have no felony convictions, convictions that indicate a lack of honesty, or are registered sex offenders. Contractor will also implement the following measures: (1) industry-standard physical security and access controls; (2) 24/7 recorded video surveillance of Contractor-owned, rented, or

leased premises where PII or Education Records are stored; (3) firewalls for all external data connections (4) backup of the PII and Education Records to at least one site separated geographically from the primary site by at least 250 miles; and (5) implementation of a procedure for regular and timely installation of all necessary software updates and patches on any systems storing or with access to PII or Education Records. Contractor shall contractually require that all subcontractors with custody of or access to PII or Education Records take and implement these same measures. Contractor shall allow the District to take whatever steps are reasonably necessary to verify the implementation of the measures contained in this section.

Return and Destruction of Personal or Student Data Destruction or Education Records.

Upon termination of the Contract for any reason, Contractor shall release and return all Education Records within ten (10) business days, in a CSV or other format usable by the District. Contractor shall be assessed a penalty of Five Thousand Dollars (\$5,000.00) per day payable to the District for each business day in excess of ten (10) days from termination that said Education Records are not returned, with no cap or limit as to the amount of such damages. To the extent applicable to this service Contract, Contractor will ensure that all Personally Identifiable Information and Education Records in its possession will be securely destroyed at the end of this Contract, e.g., data wiping, degaussing, or shredding.

FERPA

To the extent applicable to the service contract, the Contractor shall protect and maintain all records, information and data collected pursuant to the Contract in accordance with applicable state and federal laws and regulation, including without limitation, the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA"). To the extent applicable, Contractor is deemed a "school official" as defined by FERPA. The District retains exclusive ownership and direct control of all records subject to FERPA ("Education Records"). Specifically, and without limiting the generality of the foregoing, the Contractor shall protect and maintain any and all Personally Identifiable Information from Education Records of the District's students consistent with applicable FERPA regulations and shall fully cooperate with the District in any request for such information. Any provision of the Contract that conflicts with this paragraph is deleted.

Damages

Any damage or loss to the GCSD's property as a result of any action by the Contractor in the execution or performance of any item or service in this Contract, shall be repaired to the satisfaction of the GCSD Board of Education, at the Contractor's expense, within a reasonable time set forth by the GCSD.

Hold Harmless

Contractor agrees that it will, and hereby does, indemnify, defend and hold harmless GCSD from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by Vendor and/or its partners, principals, agents, employees or subcontractors in the performance of this Contract. GCSD will promptly notify Contractor in writing of any claim to be indemnified hereunder, of which GCSD has knowledge, and Contractor in turn will promptly notify GCSD of any such claim. Contractor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

Billing Information

A GCSD Purchase Order shall be issued for the services provided under this Contract. Payments to the Contractor shall be made only upon completion of services or per the scope of work. Detailed invoice(s) shall note the Purchase Order number and sent to George County School District, Attn: Accounts Payable, 5152 Main Street, Lucedale, MS 39452 or emailed to acctspayable@gcsd.us. All billing will be in accordance with MS Code §31-7-305. Payments will be made to contractor within 45 days from the date the invoice is received at the district office, provided all is satisfactory based on the Contract requirements. The invoice shall show complete details of services rendered. GCSD is exempt from sales and use tax. Exemption from sales tax is provided by statute of the law.

Compliance with Laws:

The Contractor understands that GCSD is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the Contract that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Governing Law

Contractor acknowledges that GCSD is a political subdivision of the State of Mississippi. Parties agree that this Contract is subject to Mississippi law and any provision of the Contract that is in direct conflict with any Mississippi law shall be deemed unenforceable. Any litigation with respect thereto shall be brought in the courts of George County, Mississippi. Contractor expressly agrees that under no circumstances shall GCSD be obligated to pay an attorney's fee or the cost of legal action to Contractor.

Notice

Any notice required or permitted to be given under this Contract shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other of any change of address.

Extraordinary Circumstances

If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Contract, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Contract.

Mutual Termination

The GCSD or Contractor may mutually agree to terminate this Contract. Payment shall be made for the services provided up to the agreed upon date of termination.

Termination for Convenience

The GCSD may, when interests of the GCSD so require, terminate the Contract in whole or in part, for the convenience of the GCSD. Payment shall be made for the services provided up to the agreed upon date of termination.

Termination for Cause/Non-Performance

In the event either party fails to comply with the terms and conditions of the Contract, the non-defaulting party shall give thirty (30) days written notice to terminate the Contract. The Contract shall then terminate thirty (30) days from the date of the written notice. The non-defaulting party may also pursue any remedy available within the laws of the State of Mississippi. Upon termination, all obligations of GCSD to make payments required hereunder shall cease.

Termination Due to Unavailability of Funds

It is expressly understood and agreed that the obligation of GCSD to proceed under this Contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of this Contract are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to GCSD, GCSD shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Contract without damage, penalty, cost or expenses to the Contractor of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Access to Records

The Contractor agrees that the GCSD, or any of its duly authorized representatives, at any time during the term of this Contract, shall have access to, and the right to examine any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this Contract. Contractor shall maintain reasonable complete and accurate records of the operations associated with this Contract and all fees and expenses charged to GCSD, or paid on behalf of GCSD, with respect to goods and/or services secured by this Contract. The Contractor will retain such records for the period of the Contract plus three years from the ending date or termination of the Contract. All records, reports, and other information shall remain or become the property of the GCSD. This Contract does not give Contractor any rights, implied or otherwise, to data, content, or intellectual property, except as expressly stated in the Contract. This includes the right to sell or trade Data.

E-Verification Compliance

Contractor represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act, Miss. Code Ann. §71-11-1 et seq. and shall register and participate in the status E-verification system for all newly hired employees.

Ethics: Gratuities and Kickbacks

By signing this Contract, the Contractor certifies that neither it nor any of its employees, representatives or agents have offered or given gratuities, in the form of entertainment, gifts or otherwise, to any director, officer or employee of the GCSD with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of this Contract. The right of Contractor to proceed may be terminated after notice and hearing, the GCSD determines that a Contractor, any agent, or other representative of Contractor gave or agreed to give, any employee in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, as listed in Miss Code Ann. 97-11-53.

Representation Regarding Contingent Fees:

By signing this Contract, the Contractor represents that it has not retained a person to solicit or secure a GCSD contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

Debarment or Suspension

By signing this Contract, the Contractor agrees that neither it nor its principals are currently debarred or suspended from entering into a contract with a federal department, any political subdivision, a governing authority, agency of the State of Mississippi, or any other state, and that it is not an agent of a person or entity that is currently debarred from entering into a contract with a federal department, any political subdivision, a governing authority, agency of the State of Mississippi, or any other state. If at any time during the term of the Contract the Contractor becomes debarred or suspended, you must notify the GCSD immediately.

Conflict of Interest

By signing this Contract, the Contractor certifies no involvement, financial or otherwise, that any member of the GCSD board of education, employee, officer or agent of the GCSD may have in the Contractor's organization. Contracts shall be in accordance with Miss Code Ann. §37-11-27.

Background Check and Fingerprint Screening When Working with Students

Student safety is a priority of the GCSD. Consequently, all Contractors working directly with students agree that such Contractors shall be prescreened and have a background check and fingerprinting screening. All such Contractors shall submit to fingerprint screening by the GCSD which shall bill the Contractor for the fingerprint screening. (The current rate for fingerprint processing is \$36.00; this rate may increase.) Contractors hereby acknowledge that until the GCSD has notified the Contractor that the fingerprint and background check has been completed to the satisfaction, in its sole discretion, of the GCSD, no contract with the GCSD may be approved. Further, Contractor agrees that if any disqualifying information is received by the GCSD from a background check and fingerprinting, any contract with Contractor is rendered null and void.

WHEN PAYMENT IS MADE USING FEDERAL FUNDS

The GCSD must disclose, in writing, any potential conflicts of interest to the Federal awarding agency, i.e., MDE. ([§200.112](#))

Mandatory Disclosures (§200.113)

The GCSD must disclose to the Federal awarding agency, i.e. MDE, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the Federal award.

FEDERAL GOVERNMENT REQUIRED CONTRACT PROVISIONS

By signing this Contract, the Contractor agrees to all applicable federal laws, rules regulations, including without limitation any and all requirements of contractors, subcontractors, materialmen, suppliers pertaining to employees, wages, laborers, workforce issues, minority and disadvantaged businesses, environmental and safety standards, monitoring and reporting, limitations on the use of certain telecommunications and video surveillance equipment, anti-lobbying, applicable requirements of the Purple Book, all requirements of **Appendix II to 2 CFR Part 200**, and any other requirements, obligations or limitations imposed by Laws on Contractor or Owner with regard to the Work.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards: ([Appendix II to Part 200](#))

The Parties agree that any and all federal laws that are required to be included in this Contract are incorporated by reference herein and made a part of this Contract. Contractor, as part of its obligations under this Contract and for no additional cost, agrees to cooperate with and provide necessary documentation and/or information reasonably requested by the GCSD for purposes of satisfying any monitoring or reporting requirements imposed by federal laws. Invalidity of any portion of this Contract under the United States shall not affect the validity of the remainder of this Contract.

The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

IN WITNESS WHEREOF, the George County School District and the Contractor, have executed this Contract as of the day and year first set forth above.

George County School District
494 Cowart Street
Lucedale, MS 39452

Business Name/Contractor

Address: _____

GCSD Authorized Signature

Taxpayer Identification Number

Title

DUNS Number (DUNS # & Actively Registered in SAM.gov is required if \$25,000 or greater for FY

Date

Contractor's Authorized Rep. (Print Name)

GCSD Contract Administrator Signature

Contractor's Authorized Rep. Signature

Title

Title

Date

Date

GCSD Superintendent Approval

Date

CONTRACTOR QUESTIONNAIRE:

- 1.) Are you currently an employee of the GCSD? Yes ____ No _____. If yes, payment must be made through payroll, not accounts payable.
- 2.) Are you a retiree of PERS? Yes ____ No _____. If yes, contact PERS for information needed to be approved as an independent contractor. The PERS approval letter must be with the Agreement before it can be fully executed. This is required every fiscal year.
- 3.) Do the services provided in this Scope of Work require that you work directly with students, as stated above in the Background Check and Fingerprint Screening When Working with Students? Yes ____ No _____. If yes, by signing this Agreement, the Contractor agrees to a background check and fingerprint screening procedures as mentioned above.
- 4.) Have you ever been terminated, dismissed, or asked to leave employment due to any arrests, charges, or allegations that involved sexual/physical abuse or molestation? Yes ____ No _____

When the life of Contract is \$5,000 or over, work cannot begin until approval by the GCSD Board of Education and the Contract has been fully executed.