

INFORMAL REQUEST FOR PROPOSAL (IRFP)
Solicitation # 26-27/01

For the Provision of
School District Superintendent Executive Search Services



SPRINGFIELD
PUBLIC SCHOOLS

Every Student, Every Day

Solicitation Advertisement Date: **October 2, 2026**

Pre-Proposal Questions due: **October 9, 2026, 4:00pm PST**
Proposals due: **October 16, 2026, 4:00pm PST**

Contact Information

Demian Laudati, Purchasing Manager
Springfield School District 19
640 A Street
Springfield, OR 97477

Demian.laudati@springfield.k12.or.us (541) 726-3257

SPRINGFIELD SCHOOL DISTRICT NO 19
IRFP 26-27/01: SUPERINTENDENT EXECUTIVE SEARCH SERVICES

1. Introduction

The Board of Directors (“Board”) for Springfield School District No 19 (“District”) seeks written, informal proposals from experienced executive search firms or individuals (“Proposer”) to provide consulting services for a search for a Superintendent of Schools.

The District is a public K–12 school district located in Springfield, Oregon, in Lane County, approximately five miles east of Eugene. The district serves the communities of Springfield and surrounding rural areas, including Goshen, Mohawk, Walterville, and portions of Marcola. Springfield School District operates 20 schools, including 12 elementary schools, 4 middle schools, and 4 high schools, and serves approximately 9,000 students in grades pre-kindergarten through 12. The District employs approximately 1,600 staff members, including licensed educators, administrators, and classified employees who support instructional programs and district operations. The District strives to ensure equitable access to high-quality, relevant teaching and learning in safe, welcoming, and inclusive schools and programs. The five-member Board of Directors is the policy-making body of the school district. The school board typically meets in regular public sessions on the second and fourth Monday of each month in the evening.

2. Timeline

The following schedule will be used for the implementation of this IRFP. The District reserves the right to alter the schedule as needed.

Date	Activity
October 02, 2026	IRFP distributed, advertised
October 9, 2026	IRFP questions due by 4:00 p.m. PST
October 12, 2026	District Responses/Addendum issued
October 16, 2026	Proposals due by 4:00 p.m. PST
Oct 16 – Oct 23, 2026	Review of proposals

All questions and comments regarding this solicitation must be directed only by email to:
Demian.laudati@springfield.k12.or.us.

3. Scope of Work

The District is beginning its search for a qualified candidate to become its Superintendent of Schools. In order to ensure an orderly transition, the Board anticipates selecting and entering into an employment agreement with the successful candidate in Spring 2027, with the new Superintendent beginning employment on or about July 1, 2027. An executive search firm or individual with experience in the recruitment of superintendents for large to mid-sized school districts will work with the Board

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in the search for the most qualified candidate.

3.1. Contractor Deliverables

The Board will work with the selected firm or individual to design the process and timeline for the superintendent search. At a minimum, the scope of work will include the following:

1. Engage staff, students, and the community to inform the development of a candidate profile, for Board consideration and adoption, that reflects the District's goals and identifies the leadership characteristics necessary for success.
2. Demonstrate a candidate identification strategy that results in a diverse pool of experienced, highly qualified candidates, including individuals with experience in districts of similar size, demographics, and community context.
3. Advise the Board on a competitive compensation package designed to attract and secure a highly qualified superintendent.
4. Solicit applications from candidates with the ability to serve in Oregon.
5. In coordination with the District's Human Resources department, develop, for Board approval, hiring procedures to be used for the position.
6. Advise the Board regarding the identification and assessment of candidates.
 - a. Develop and distribute recruitment materials that will encourage qualified candidates to apply
 - b. Engage the current acting superintendent in the recruitment process (if not a candidate).
 - c. Conduct a search that will include advertising the position broadly in print media as well as through an effective web-based strategy
 - d. Conduct personal outreach recruiting to ensure that the applicant pool includes highly qualified candidates with diverse backgrounds and experiences
 - e. Collect all relevant background information on potential candidates so that the strengths and weaknesses of each applicant can be assessed
 - f. Assist the Board with prescreening candidates based on clearly delineated criteria
 - g. Assist the Board in evaluating the applicants against the qualifications and criteria developed to create a group of candidates for interviews
 - h. Assist the Board with reference and related background checks
7. Assist with logistics of finalist interviews.
 - a. Assist the Board in determining the process (public, closed, or hybrid) that will secure the best pool of finalist candidates
 - b. Potentially, facilitate visits by the School Board and key staff members to the communities of the finalists
 - c. Potentially, facilitate community forums and interviews with the finalists
8. Ensure a satisfactory conclusion to the search.
 - a. Assist the Board in contract negotiations with the selected candidate.

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The Contractor shall maintain candidate information in confidence to the fullest extent permitted by Oregon law and shall advise the Board regarding confidentiality, public records, public meetings, and candidate disclosure issues throughout the search process. The Contractor shall not make representations to candidates regarding confidentiality that are inconsistent with Oregon law.

3.2. Contractor and Subcontractor Fingerprint-Based Criminal History Verification

The Contractor and individuals employed or contracted by Contractor, who will have direct, unsupervised contact with students, shall also be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check, in accordance with the provisions of ORS 326.603 and ORS 326.607. The Oregon Department of Education provides fingerprinting services for Contractors pursuant to ORS 326.603 and ORS 326.607. Individuals or the Contractor, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs.

3.3. RFP Questions, Clarifications, and Changes

Changes, additions, deletions, clarifications, and responses to questions regarding this IRFP will be supplied by email. Prospective Proposers are responsible for notifying the Procurement Contact by email of their intent to submit a proposal in order to receive addenda and other solicitation communications.

Any Proposer requiring clarification of the information provided in this solicitation must submit specific questions or comments in writing to the Procurement Contact shown on page 1 of this document. Email is the preferred form of written communication. The deadline for submitting such questions is shown in Section 2 of this document.

If selected for award, a Proposer will be expected to execute a contract with the material terms and conditions of the sample contract included with the solicitation documents. The material terms and conditions of the sample contract may be modified at the sole discretion of the District upon determination that the modification is in the best interest of the District.

If the Proposer selected for award as a result of this IRFP fails to agree to a contract with the material terms and conditions of the sample contract attached, the District may terminate negotiations with the Proposer and commence negotiations with the next highest ranked Proposer.

4. Proposal Format, Content, and Submission

4.1. Proposal Format

District proposal standards:

- a) Proposal includes Attachment A, the Proposer Certifications and Representations Form, signed.
- b) Proposal addresses all evaluation criteria in 4.3.
- c) Proposal is complete and succinct; it does not include extraneous information.

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4.2. Proposal Content

Address all Evaluation Criteria listed in the section below and in the order provided. Include completed Attachments A and B and any other required attachments.

4.3. Proposal Sections and Evaluation Criteria

Criteria	Points
1. Experience and Qualifications. Provide information demonstrating the Proposer's qualifications and experience conducting superintendent and executive searches for public school districts. Include: a) The firm's capacity and experience performing the Scope of Work described in Section 3, including the number of superintendent searches completed during the past six years for districts of similar size, demographics, complexity, or community context, and the number completed in Oregon. Identify the Oregon school districts served. b) Identify the key personnel proposed for this engagement and describe each person's anticipated role, level of participation, relevant education and professional experience, executive search experience, and experience recruiting candidates in Oregon. c) Describe the firm's knowledge of Oregon public education, including educational governance, school finance, public meeting requirements, and other factors relevant to recruiting and hiring a superintendent in Oregon. d) Describe any relevant regional, community, educational, organizational, or cultural knowledge that enhances the firm's ability to successfully conduct the superintendent search. e) Disclose any actual or potential conflicts of interest, including current or recent relationships with District Board members, District administrators, or potential candidates that could reasonably affect the firm's independence in conducting the search.	25
2. Work Plan. Describe the firm's proposed approach to conducting the superintendent search. Include: a) A draft timeline and description of the major phases of the search, from project initiation through final selection and transition. b) The firm's strategy for identifying, recruiting, and attracting highly qualified candidates, including direct outreach, advertising, and recruitment within Oregon and beyond. c) The methods used to screen and evaluate applicants against Board-approved qualifications and criteria, including candidate summaries, reference checks, background review, and other evaluation tools provided to the Board. d) The firm's approach to preparing and supporting the Board through interviews, finalist selection, compensation discussions, contract negotiations, and other elements of the selection process.	35

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e) The firm's approach to ensuring that recruitment and screening processes are inclusive, equitable, accessible, and designed to minimize bias. f) Major challenges the firm anticipates in conducting the search and how those challenges will be addressed. g) Any post-selection or transition services included in the proposal.	
3. Board and Community Engagement. Describe how the Proposer will work with the Board and engage District stakeholders throughout the search. Include: a) The proposed communication and working relationship with the Board, including anticipated meetings, work sessions, and progress updates. b) The process for assisting the Board in developing the candidate profile, qualifications, leadership characteristics, and evaluation criteria. c) The methods proposed to gather meaningful input from staff, students, families, employee groups, and the broader community. d) How stakeholder input will be summarized and incorporated into the search and finalist evaluation process. e) The firm's approach to ensuring stakeholder engagement is inclusive, accessible, and representative of the District's communities.	15
4. Budget. Provide a clear and complete proposed budget, including a total not-to-exceed cost for the services described in this IRFP. Include: a) Professional fees and estimated costs associated with major search activities. b) Travel, advertising, recruitment, background-check, printing, postage, or other anticipated expenses. c) Any optional services, reimbursable expenses, or additional costs not included in the not-to-exceed amount. d) Proposed payment terms. e) Key assumptions used in developing the budget, including anticipated Board meetings, stakeholder activities, interviews, and travel.	15
5. References and Past Performance. Complete Attachment B and provide a minimum of three references from school districts for which the Proposer has conducted a superintendent search within the past three years. Oregon districts and districts of similar size or complexity are preferred. The District may consider: a) Quality and effectiveness of prior superintendent searches. b) Ability to develop a strong candidate pool and meet established schedules. c) Responsiveness, communication, cost accuracy, and quality of Board and stakeholder facilitation. d) The firm's record of successful superintendent placements, including placement longevity where reasonably available. e) Information obtained from references or other former clients contacted independently by the District.	10
Total Points	100

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4.4. References

On Attachment B, list a minimum of three school districts, preferably from Oregon and of similar size or complexity to the District, that have used your services for a superintendent search within the past three years. References should be prepared to address the firm's ability to meet deadlines, accuracy of estimates, and quality of work. The District may independently reach out to former customers as well.

4.5. Litigation Record

Include a statement of litigation record, indicating if, within the last five years, the firm has been involved in litigation with any clients. If so, please give the name, date, and jurisdiction of each such matter, and a brief description of the nature of the dispute and the outcome.

4.6. Proposal Submission

All proposals must be received by email before 4:00 p.m. on October 16, 2026.

Submissions shall be prepared as standard 8-1/2 X 11 letter size and shall not exceed 20 pages, exclusive of required attachments. Adherence to the maximum page criterion is critical, and each page side with criteria information will be counted toward the maximum number of pages. Front and back covers, table of contents pages, and tabbed divider pages will not be counted if they do not contain submission information.

Email a signed proposal to the contact shown on the cover of this IRFP. Include the IRFP title and the name of the proposing firm in the subject line of the email. District will send any correspondence regarding this IRFP to the email address from which the proposal was received, unless otherwise indicated on Attachment A.

Proposals should be sent to:

Demian Laudati, Purchasing Manager
Springfield School District No 19
640 A Street, Springfield, OR 97477
Email: demian.laudati@springfield.k12.or.us

Late proposals will not be accepted under any circumstances, and any proposal so received shall be returned to the proposing firm or filed without review by the district. Any questions or requests for clarification regarding this IRFP should be directed in writing to the contact named above before 4:00 p.m. on October 9, 2026.

5. Proposal Evaluation and Award

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5.1. Proposal Evaluation

An evaluation committee will independently evaluate and score written proposals in accordance with the Evaluation Criteria. The highest-ranked Proposers may be invited to interview with the Board. If interviews are conducted, they will be used to further evaluate the Proposers under the criteria identified in Section 4.3 to clarify information contained in the written proposals. Following completion of the written proposal evaluation and any interviews conducted, the Board will consider the written proposal scores, interview performance, and references in accordance with the evaluation criteria and process described in this IRFP and will establish the final ranking of Proposers for contract negotiations.

5.2. Negotiation

The District will commence serial negotiations with the highest-ranked eligible Proposer. At any time during negotiations, the District may terminate negotiations with the highest-ranked Proposer, or the eligible Proposer with whom it is currently negotiating, if the District believes that:

- a) The eligible Proposer is not negotiating in good faith; or
- b) Further negotiations or negotiations with the eligible Proposer will not result in the parties agreeing to the terms and conditions of the final Contract in a timely manner.

If the District terminates negotiations with an eligible Proposer, the District may then commence negotiations with the next highest-ranked eligible Proposer.

The District reserves the right to negotiate final contract terms with the selected Proposer to the fullest extent allowed by law and in the best interest of the District.

5.3. References

The District reserves the right to investigate references, including customers other than those listed in a Proposer's submission. This inquiry may include, without limitation, investigation of past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and its lawful payment of employees and subcontractors.

6. IRFP Terms and Conditions; Protest of Solicitation or Award

6.1. Proposer Cost of Response Preparation

Proposers will bear sole responsibility for all costs incurred in preparing and providing their proposals in response to this IRFP.

6.2. Submitted Materials are District Property

All materials submitted for any portion of a Proposal in response to this IRFP, or during any tier of this solicitation, will become the property of the District and will not be returned to proposers.

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6.3. Proposal Validity

Proposals will remain valid for a period of 60 days following the Proposal submission deadline.

6.4. Solicitation Cancellation, Rejection of a Proposal or All Proposals

The District may cancel the Procurement or reject any or all Proposals in accordance with ORS 279B.100. The District is not liable to any Proposer for any loss or expense caused by or resulting from the cancellation of a solicitation or rejection of a Proposal.

6.5. Disputes

In case of any doubt or difference of opinion as to the items or service to be furnished under this IRFP, or the interpretation of the provisions of the IRFP, the decision of the District will be final and binding upon all parties.

6.6. Publicity

News releases relating to this IRFP will not be made without prior approval by, and in coordination with the District.

6.7. Confidentiality

6.7.1. The District is subject to the Oregon Public Records Law (ORS 192.311 through 192.478), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.345, 192.355, or other applicable law.

6.7.2. The District will not disclose records submitted by a proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations:

- a) The Proposer shall mark all proposal pages containing the records it has determined as confidential under Oregon Public Records Law and shall segregate those pages in the following manner:
 - i. Such pages will be clearly marked "Confidential" on each page of the confidential document.
 - ii. Proposer will separate confidential pages from its other Proposal pages by providing the confidential pages to the District in a separate document.
 - iii. In its proposal, Proposer will cite the specific statutory exemption in Oregon Records Law exempting such pages from disclosure.
 - iv. Items above will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document.
 - v. Proposers may not mark an entire Proposal confidential. Should a proposal be submitted in this manner, the District will hold no portion of the proposal as confidential, unless such a portion is segregated as per this section and is determined exempt from Oregon Public Records Law.

6.7.3. Notwithstanding the above procedures, the District reserves the right to disclose information

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that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the Lane County District Attorney or a court of competent jurisdiction.

6.8. Protests

Protests of this solicitation or the District's intent to award a contract must be submitted in writing to the Procurement Contact identified in this IRFP and must comply with applicable Springfield School District Public Contracting Rules and Oregon public contracting law. Solicitation protests must be received within the time provided by OAR 137-047-0730, and protests of the District's intent to award must be received within seven (7) days after issuance of the Notice of Intent to Award in accordance with OAR 137-047-0740.

7. Contract Terms and Conditions

7.1. Contract Award and Term

The District intends to award a single contract as a result of this IRFP. The contract is expected to begin on or around December 2026 and conclude upon completion of all contracted services.

7.2. Sample Contract

Proposers are advised to thoroughly review and familiarize themselves with the District sample standard contract incorporated as Attachment C. The successful proposer will be invited to enter into a contract in substantially the form attached hereto as Attachment C. Any contract resulting from this IRFP shall be based on the IRFP documents and in compliance with Springfield School District Public Contracting Rules and the Public Contracting Code. All Oregon State Laws and Oregon Revised Statutes applicable to Executive Search Services will apply to the contract.

7.3. Insurance

Proposers are advised to carefully review the insurance requirements contained in the sample standard contract. Contractor will promptly provide Certificates of Insurance at the District's request.

7.4. File Review

After Notice of Intent to Award has been issued, the solicitation and evaluation file will be made available in accordance with applicable law. Any debrief requested by a Proposer may be conducted after the contract has been fully executed.

ATTACHMENT A: PROPOSER CERTIFICATIONS AND REPRESENTATIONS

FAILURE TO SIGN AND SUBMIT THIS FORM MAY BE CAUSE FOR PROPOSAL REJECTION

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INFORMAL REQUEST FOR PROPOSAL (IRFP)

Solicitation # 26-27/01 School District Superintendent Executive Search Services

The undersigned hereby certifies that Proposer:

1. Has the authority to submit a proposal and to represent the organization in all phases of this IRFP process.
2. Has submitted information that is true and accurate to the best of their knowledge and understands that any false statement may disqualify this proposal from further consideration or be cause for contract termination.
3. Is one of the following, as defined in ORS 279A.120, of the State of Oregon.
 - Y Resident bidder: a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a "resident bidder". (ORS 279A.120 (1)(b))
 - Y Non-resident bidder: a bidder who does not meet the definition above. (ORS 279A.120(a))

ORS 279A.120 (1)(a) states that, for the purposes of awarding a public contract, a contracting agency shall: give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability, and quality are otherwise equal; and add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.
4. Has not discriminated and will not discriminate, in violation of subsection (1) of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a women-owned business, a business that a service-disabled veteran owns, or an emerging small business in obtaining any required subcontracts.
5. Attests in writing that they have complied with the tax laws of this state and of any political subdivision of this state for no fewer than six years preceding the date of the solicitation closing. Applicable tax laws include, but are not limited to, ORS 305.620, ORS Chapters 316, 317, and 318, any tax provisions imposed by a political subdivision that apply to the Proposer or to the performance of the Contract, and any rules and regulations that implement or enforce those tax laws.
6. Certifies to the best of its knowledge and belief that neither it nor any of its principals:
 - 6.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from submitting bids or proposals by any federal, state, or local entity, department, or agency;

ATTACHMENT A: PROPOSER CERTIFICATIONS AND REPRESENTATIONS

- 6.2. Have, within five years preceding the date of this certification, been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 6.3. Are presently indicted for or otherwise criminally charged with the commission of any of the offenses enumerated in paragraph 6.2 of this certification;
- 6.4. Have, within five years preceding the date of this certification, had a judgment entered against the proposer or its principals arising out of the performance of a public or private contract;
- 6.5. Have pending in any state or federal court any litigation in which there is a claim against the proposer or any of its principals arising out of the performance of a public or private contract; and
- 6.6. Have, within five years preceding the date of this certification, had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

7. Acknowledges Receipt of Addenda No's. _____ through _____ inclusive.

Where Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to their offer. The inability to certify to all of the statements shall not necessarily preclude the Proposer from award of a contract under this procurement.

Signature

Date

Printed Name and Title

Federal Tax Identification Number

Company Name

Street Address

City, State, Zip

Phone

Email

ATTACHMENT B: PROPOSER REFERENCE SHEET

**SPRINGFIELD SCHOOL DISTRICT NO 19
INFORMAL REQUEST FOR PROPOSAL (IRFP)
Solicitation # 26-27/01**

School District Superintendent Executive Search Services

The District will attempt to contact references via phone, email, or both. If the District is unsuccessful in contacting any of your references or if it does not receive a response from any reference after three (3) attempts, your proposal may receive a lower score or be rejected. You are encouraged to notify your references that they may be contacted by the District.

The number of references required by this solicitation is 3.

REFERENCE 1

Name of Company/School District

Contact Name and Title Phone

Email

Contract Start & End Date:

Contract Amount:

Description of Services or Items Provided:

REFERENCE 2

Name of Company/School District

Contact Name and Title Phone

Email

Contract Start & End Date:

Contract Amount:

Description of Services or Items Provided:

ATTACHMENT B: PROPOSER REFERENCE SHEET

REFERENCE 3

Name of Company/School District

Contact Name and Title Phone

Email

Contract Start & End Date:

Contract Amount:

Description of Services or Items Provided:

ATTACHMENT C: SAMPLE CONTRACT



PERSONAL SERVICES CONTRACT

This "Contract" is made and entered into by and between:

Contract No: _____

[Add Vendor's Legal Entity Name] ("Provider") Springfield School District No 19 ("District")
[Address Line 1] 640 A Street
[Address Line 2] and, Springfield, OR 97477

Provider and District may each be referred to as a "Party" and collectively as the "Parties".

SCOPE OF WORK: Provider shall provide the District with the following services: **briefly (no more than a sentence) describe the Scope of Work ("Work")**. Work is further described in Exhibit "B", hereby attached and incorporated by reference.

SUPERSEDING EFFECT: There are no covenants, promises, contracts, conditions, or understandings between the Parties, either oral or written, other than those contained in this Contract. This Contract and all exhibits and attachments hereto together constitute the entire Contract between the Parties (listed in order of precedence): 1) Amendments to this Contract; 2) This Contract including Exhibit A Terms and Conditions; and 3) Exhibit B Proposal Documents and Statement of Work.

Any Provider Response (proposals) attached to this Contract are incorporated solely for any statement of fees and schedule that is consistent with the terms of the District solicitation, this Contract and Exhibit A to this Contract and any statement of Provider's and its sub-contractors' scope of services that is consistent with the remainder of this Contract, or that provides basic services in addition to those stated in this Contract. No other provisions of any proposal are part of this Contract, including without limitation any purported limitation on liability. To the extent that a proposal term otherwise conflicts with the terms of this Contract or is not included in this Contract, such proposed terms are void and are expressly and wholly subject to the terms of this Contract.

CONSIDERATION: Provider shall furnish all services and materials necessary for the accomplishment of the work for the total sum not to exceed **[Write out NTE amount (\$XX,XXX.XX)]**. Consideration shall be on a **fixed fee or time and materials basis**, and be based on the rates and schedules found in Exhibit B. The Contract number above shall be included on all invoices and correspondence relating to this Contract.

CONTRACT START DATE: Upon Contract Execution or **enter Start Date**; **CONTRACT END DATE:** **[Enter End Date]**
[The Parties hereby acknowledge and ratify that Work, or a portion of the Work, was performed before the date of execution of this Contract; provided, however, no Work was performed before the Contract Start Date listed above.]

DISTRICT REPRESENTATIVE: The District Representative for this Contract is: **[Name, Title, email address, phone number]**.

PROVIDER REPRESENTATIVE: The Provider Representative for this Contract is: **[Name, Title, email address, phone number]**. The Provider Representative shall constitute the Provider's point of contact for all notices and other matters related to this Contract.

CONTACT WITH STUDENTS: All people performing Work on Provider's behalf are subject to a Law Enforcement Data System background check. Provider shall not have unsupervised contact with students unless specifically authorized by the District or required under this Contract. Before an individual has unsupervised contact with students, that individual must complete any additional background check and fingerprinting requirements required by the District or applicable law, at Provider's expense.

This Contract is subject to applicable provisions of Oregon Revised Statutes (ORS) Chapters 279A and 279B and Springfield School District Public Contracting Rules.

In consideration of the mutual covenants, stipulations, and agreements, the Parties hereto do agree and acknowledge that they have read and understand this Contract and agree to be bound by its terms and conditions:

Springfield School District No 19:

Vendor's Legal Entity name:

Contracting Authority Signature Date

Provider Authority Signature Date

Printed Name Title

Printed Name Title

ATTACHMENT C: SAMPLE CONTRACT

Exhibit A – SPRINGFIELD SCHOOL DISTRICT NO 19 PERSONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS

These terms and conditions apply to all purchases of services by or on behalf of the Springfield School District unless specifically provided otherwise in writing.

1. **Assignment.** Provider shall not subcontract, assign, or transfer any of its interest in this Contract without the District's prior written consent.
2. **Compliance with Laws.** Provider shall comply with all federal, state and local laws, regulations, rules and orders applicable to the performance of the Work, including applicable civil rights, nondiscrimination, disability-access, employment, and public contracting requirements. If this Contract is funded in whole or in part with federal funds, Provider shall comply with all applicable federal award requirements, including applicable provisions of 2 CFR Part 200, including 2 CFR 200.327 and Appendix II to Part 200, and any additional federal requirements identified by the District.
3. **Changes.** The District may make written changes to this Contract. If such change causes an increase or decrease in the consideration or the time required to perform, an equitable adjustment shall be made and the Contract modified in writing.
4. **Force Majeure.** Neither the District nor Provider shall be held responsible for delay or default caused by any contingency beyond their control, including, but not limited to war or insurrection, epidemic or pandemic, strikes or lockouts by the parties' own employees, walkouts by the parties' own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the District.
5. **Activities away from and/or after normal school hours.** In performance of Provider services, neither the District nor its employees will be regarded as having assumed and exercised control over the transportation or supervision of students so as to incur any liability in case of injury to the students. Provider assumes responsibility and control of students during all activities in performance of contracted services.
6. **Governing Law.** The laws of the State of Oregon shall govern this Contract. Any action or suit commenced in connection with this Contract shall be in the Circuit Court of the State of Oregon for Lane County or the United States District Court for the District of Oregon. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the Court, including any appeal. All rights and remedies of District and Provider shall be cumulative and may be exercised successively or concurrently.
7. **Indemnification and Hold Harmless.** Except for claims arising out of acts caused by the sole negligence of the District, its Administrators or employees, the Provider agrees to indemnify and hold harmless the District and its board members, administrators, teachers, employees and agents, from acts or omissions of any nature whatsoever of the Provider, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this Contract, and from any expense incident to the defense of the District therefrom. The Provider agrees to indemnify and hold harmless the District and its board members, administrators, teachers, employees and agents, from and to defend it against, any claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Contract.
8. **Independent Contractor.** Provider is an independent contractor and is not an officer, employee, or agent of the District. Although the District reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, the District cannot and will not control the means or manner of Provider's performance.
9. **Insurance.** Provider shall purchase and maintain:
 - a. **WORKER'S COMPENSATION** as required by law.
 - b. **EMPLOYER'S LIABILITY** in the minimum amount of \$1,000,000 when the Provider has one or more employees performing Work under the contract.
 - c. **COMPREHENSIVE AUTOMOBILE LIABILITY** including owned, non-owned, and hired vehicles: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and in the aggregate.
 - d. **COMPREHENSIVE GENERAL LIABILITY** to include premises operations, independent Providers, products/completed operations, and blanket contractual, occurrence-based policy: \$1,000,000 per Single Limit Bodily Injury, Property Damage, and personal injury any one occurrence and \$2,000,000 in the aggregate.
 - e. **PROFESSIONAL LIABILITY.** Provider shall maintain in force during the duration and through completion of this Contract (and, if it is a claims made policy, for one year following completion of the project) a professional liability policy, in the minimum amount of \$1,000,000.

ATTACHMENT C: SAMPLE CONTRACT

- f. CERTIFICATES OF INSURANCE. The District, its employees, officials, and agents shall be named as an Additional Insured on general liability and automobile policies and shall be provided a copy of the additional insured endorsement. Such insurance shall be primary. Certificates of Insurance shall be issued, before the commencement of the contract, to busmgr@springfield.k12.or.us. Such insurance shall be maintained in full force and effect throughout the entire term of the contract and any extensions thereto. The Provider agrees to pay for the insurance specified and agrees to provide the District with 30 days' notice of cancellation if non-renewal occurs during the contract period. Insurance companies must have a minimum of an A rating.
- g. The District reserves the right to require additional insurance which will be delineated in an attachment to this Contract.

10. Ownership of Work Product. All work product of Provider that results from this Contract is the exclusive property of the District. Provider hereby irrevocably assigns to the District all of its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Provider forever waives any and all rights relating to the work product including any and all rights arising under Title 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or modifications.

11. Representations. Provider represents and warrants to the District that (1) Provider has the power and authority to enter into and perform this Contract, (2) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (3) Provider shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.

12. Responsibility for Taxes and Withholding. Provider shall be responsible for all federal or state taxes applicable to compensation paid to Provider under this Contract. The District will not withhold from such compensation any amount(s) to cover Provider's federal or state tax obligations. Provider is not eligible for any Social Security, unemployment insurance, or workers' compensation benefits from compensation paid to Provider under this Contract.

13. Severability. If any 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 be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

14. Termination.

- a. Termination for Convenience. This Contract may be terminated at any time by mutual written consent of the parties, or the District may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days' notice to Provider.
- b. The District's Right to Terminate for Cause. The District may terminate this Contract, in whole or in part, immediately upon notice to Provider, or at such later date as the District may establish in such notice, upon the occurrence of any of the following events:
 - (i) The District fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Provider's Work;
 - (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited, or the District is prohibited from paying for such Work from the planned funding source;
 - (iii) Provider no longer holds any license or certificate that is required to perform the Work; or
 - (iv) Provider commits any material breach or default of any covenant, warranty, obligation or Contract under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Provider's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of the District's notice, or such period as the District may specify in such notice.
- c. Provider's Right to Terminate for Cause. Provider may terminate this Contract upon 30 days' notice to the District if the District fails to pay Provider pursuant to the terms of this Contract and the District fails to cure within 30 business days after receipt of Provider's notice.
- d. Enforcement. Termination under any provision of this Contract shall not extinguish or prejudice the District's right to enforce this Contract with respect to any breach of a Provider warranty or any defect in or default of Provider's performance that has not been cured, including any right of the District to indemnification by Provider. If this Contract is so terminated, Provider shall be paid in accordance with the terms of the contract for services rendered and accepted.
- e. Remedies. In the event of termination pursuant to above, Provider's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the District, less previous amounts paid. If previous amounts paid to Provider exceed the amount due to Provider under this subsection, Provider shall pay any excess to the District upon demand.
- f. Provider's Tender Upon Termination. Upon receiving a notice of termination of this Contract, Provider shall immediately cease all activities under this Contract, unless the District expressly directs otherwise in such notice of termination. Upon

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termination of this Contract, Provider shall deliver to the District all documents, information, works- in-progress and other property that are or would be deliverables had the Contract been completed.

- g. Limitation of Liabilities. Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

15. Confidential information. Provider acknowledges that it or its employees, sub-contractors, or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of District or of students, employees, applicants, contractors, families, or other third parties whose information is maintained by the District. All information provided by District and marked confidential, or identified as confidential in a separate writing, that becomes available to Provider or its employees, sub-contractors, or agents in the performance of this Contract shall be deemed to be confidential information of District ("Confidential Information"). Any reports or other documents or items including software, that result from Provider's use of the Confidential Information and any Work Product that District designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Provider) publicly known; (b) is furnished by District to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Provider's possession without the obligation of nondisclosure before the time of its disclosure under this Contract; (d) is obtained from a source other than the District without the obligation of confidentiality; (e) is disclosed with the written consent of the District; or (f) is independently developed by employees or agents of Provider who can be shown to have had no access to the Confidential Information.

- a. NON-DISCLOSURE. Provider agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Provider uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of the Work to the District under this Contract, and to advise each of its employees, sub-contractors, and agents of their obligations to keep Confidential Information confidential. Provider shall use its best efforts to assist the District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Provider shall advise the District immediately in the event Provider learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Provider will at its expense cooperate with the District in seeking injunctive or other equitable relief in the name of the District or Provider against any such person. Provider agrees that, except as directed by the District, Provider will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at the District's request, Provider will turn over to the District all documents, papers, and other matter in Provider's possession that embody Confidential Information.
- b. INJUNCTIVE RELIEF. Provider acknowledges that breach of this Section, including disclosure of any Confidential Information, will give rise to irreparable injury to the District that is inadequately compensable in damages. Accordingly, the District may seek and obtain injunctive relief against the breach or threatened breach of this Section, in addition to any other legal remedies that may be available. Provider acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the District and are reasonable in scope and content.

16. FERPA. Provider agrees to comply with both FERPA and corresponding Oregon law respecting student education records. Personally identifiable information obtained from the District by the Provider in the performance of their services: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians and (ii) will be used only to fulfill the Provider's responsibilities under this Contract.

17. Waiver. No failure of either party to exercise any right under this Contract or to insist upon strict compliance by the other party, nor any custom or practice of the Parties at variance with the terms of this Contract, nor any payment made under this Contract, shall constitute a waiver of either Party's right to demand exact compliance with the terms of this Contract.

18. Suspension of Services. The District may suspend Provider's right/obligation to perform the Work without prior notice to the Provider, and at the sole discretion of District, in the event of a declared or de facto condition which makes continued provision of the services to be not in the best interests of the District. The District will not be obligated to pay for portions of the Work not provided.

19. Public Health Requirements. The Provider shall comply with any federal, state, county, District, and/or other public health authorities' rules, requirements, procedures, and guidelines that are in effect during the term of the Contract. This requirement shall survive the Contract to the extent applicable.

20. Counterparts. This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

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21. Invoicing. Payment will be made within 30 days of receipt of a properly completed invoice for Work performed that includes the Contract number. Invoices will not be processed until Work or portion thereof included on the invoice has been satisfactorily performed. Provider shall include the District Contract number on all invoices and shall submit invoices to Accounts Payable via email to: accounts.payable@springfield.k12.or.us.

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