



## ASB Contractual Services Agreement

<b>Contractor's Legal Name:</b>	
Address:	
Contact Telephone Number:	
Social Security or Federal Tax ID #:	
Washington State Department of Revenue UBI #:	

For and in consideration of the sum of \$ \_\_\_\_\_ dollars\_(may be estimated) plus state sales tax, if applicable, the Contractor agrees to provide Everett Public Schools (hereinafter "District") the following scope of work:

Estimated number of hours for performance of duties occurring on District property:

\_\_\_\_\_

Is the Contractor, or any principal of the organization, a retiree of one of the Washington State Retirement Systems? Y/N:\_\_\_\_\_ If Yes, did you retire before age 65 using the Early Retirement Factors? Y/N:\_\_\_\_\_

### **TERMS AND CONDITIONS:**

**Independent Contractor Status:** The District and Contractor agree that the Contractor and Contractor's employee(s) and agent(s) are not employees of Everett Public Schools. Contractor and Contractor's employee(s) and agent(s) shall provide the results required in this agreement as an independent contractor. Everett Public Schools shall not control or supervise the manner in which this agreement is performed.

**Indemnification:** The Contractor shall protect, indemnify and save the District harmless from and against any damage, cost or liability for injury or death to persons or damage to or destruction of property arising out of work performed under this contract, except for the sole negligence of the District.

**Termination:** This agreement may be terminated by Everett Public Schools with or without reason upon written notification thereof to the Contractor. In the event of termination by Everett Public Schools, Contractor shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services which have been performed as of termination and to the reimbursement of expenses incurred as of termination, but solely to the extent such expenses are reimbursable pursuant to the provisions of the agreement.

**Agreement Alterations:** This written agreement constitutes the mutual agreement of the Contractor and the District in whole. No alteration or variation of this agreement unless made in writing between the parties hereto, shall be binding. In the event any clause within this contract should be declared invalid, the remaining portions of the contract will continue to remain in force.

**Insurance:** Contractor shall be responsible for their own insurance. Contractors who will be providing direct services to students or the general public on the school district's behalf are required to provide a Certificate of Insurance evidencing Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage.

**Applicable Law:** This agreement shall be governed by all Washington State and Federal laws including RCWs 28A.400.303, 28A.400.330, 9A.32, 9A.36, 9A.42, 9A.44, 9A.64.030, 9A.88 or any other current laws relative to record checks, crimes against children, or conditions required for working with children.

Pursuant to RCW 28A.400.303, any contractor who will have unsupervised access to children under this agreement shall be required to have successful completion of a background check through the Washington State Patrol Criminal Identification System, under RCW 4.43.830-834, RCW 10.97.30 & .50, and through the Federal Bureau of Investigation prior to contracting with the District and prior to unsupervised access to children. Upon approval by the Purchasing Department, when necessary, contracts may commence on a conditional basis pending completion of the background checks.

Contractor shall not utilize any employee (or subcontractor or their employees) at the District site or allow any contact between school children and any employee when an employee has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under 9A.64.030 RCW, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the District to immediately terminate this agreement.

Tobacco, alcohol, drugs, and weapons are prohibited on school grounds.

Any claim, suit, or other legal action pertaining to this Contract shall be brought under the laws of the State of Washington in Snohomish County, Washington.

**Family Educational Rights & Privacy Act:** This contract is subject to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education and District and Agency agree to abide by the stipulations and requirements of the FERPA rulings, as it exists at the time this Contract is signed and/or as it is amended and such amendment comes into effect during the duration of this Contract.

**Confidentiality:** In providing services under this Contract, Contractor may have access to personally identifiable education records and confidential information regarding District students or staff (collectively referred to as "Confidential Information"). Contractor agrees that they will maintain the confidentiality of Confidential Information. The use or disclosure of any

Confidential Information for any purpose not directly connected to Contractor's services under this Contract is strictly prohibited except where required or authorized by law.

**Discrimination:** The Contractor assures the District that the Contractor complies with all state and federal guidelines and/or regulations and does not discriminate on the basis of race, color, national origin, gender, age, veteran's status, disability, or any other protected group under the law.

**Invoice/W-9:** Contractor will provide an original invoice(s) for services performed prior to payment. Contractor will also provide a completed IRS Form W-9, to be provided to the District at the execution of this contract and/or in the event the IRS releases a revised form.

**Payment:** Payments are made weekly through the District Accounting Office. The District will not prepay for services. The District will reimburse contractually obligated expenses upon the receipt of original documentation of such expenses. Invoices should be submitted to the address below and must be approved for payment by the school prior to payment being issued. Contractor must notify the District if he/she intends to pick up their payment, otherwise the payment will be mailed to the address provided.

**Conflict of Interest:** Current employees of Everett Public Schools may not enter into a contractual services agreement with the District.

**Contractor's Signature:** Contractor and Contractor's employee(s) or agent(s) signing this document certifies that he/she is the person duly qualified and authorized to bind the Contractor so identified to the foregoing agreement and, under penalty of perjury, certifies that all information provided including the federal tax identification or social security account number is truthful and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**EVERETT PUBLIC SCHOOLS**

**CONTRACTOR**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

***For District Use Only: Contract may cover up to one fiscal year of activity. Contracts must be signed by building Principal or Director. Contracts in excess of \$10,000 must be routed for signature in accordance with current signature policy.***

Requisition # \_\_\_\_\_

Contract # \_\_\_\_\_ (PO #)

Account Code(s): \_\_\_\_\_

One Time Contract or On-going Contract

Student Rep Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Advisor Signature: \_\_\_\_\_ ASB Treasurer: \_\_\_\_\_

***Send original contract to Purchasing. Schools/Departments shall retain a copy. Executed copy will be sent to Contractor by Purchasing.***