



Independent Contractor Agreement for Personal Services

1601 Avenue D, Snohomish, WA 98290

Instructions: Building (school/department) completes the information below and sends to contractor for signature. Contractor returns signed copy to originator for building approval. Building sends approved original to Accounting for final approval **prior** to the Contractor providing service.

Contract Information			
Contractor's Legal Name		DBA	
Street Address		Telephone	
City, State, Zip		Email Address	
UBI #		Federal Tax ID or Social Security #	
Contract Dates	<input type="checkbox"/> One-time Contract – List Specific Date(s): <input type="checkbox"/> On-Going Contract – List Range of Dates: From: _____ To: _____		
Contract Location			
Services to be Provided <i>Attach separate page if needed</i>			
Compensation* <i>*Invoice must be submitted by contractor</i>	<input type="checkbox"/> Per Hour <input type="checkbox"/> Per Project/Presentation	Not to Exceed:	
Reimbursable Expenses (if any)	<input type="checkbox"/> Lodging <input type="checkbox"/> Mileage	<input type="checkbox"/> Airline <input type="checkbox"/> Other	
Contract Questions	1. Will the contractor have direct, unsupervised access to students? If yes, the contractor must complete a Washington State Background Check at the Contractor's expense prior to performing the services.		<input type="checkbox"/> Yes <input type="checkbox"/> No
	2. Is the contractor or any principal of the organization a retiree of one of the Washington State Retirement Systems and retired before age 65 using the Early Retirement Factors? <i>If yes, contractor must complete a Retirement Status Form available from Payroll.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
	3. Will the contractor provide a service directly to students or the general public on behalf of the district? <i>If yes, contractor must provide a Certificate of Insurance (see terms on reverse side)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Required Attachments	<input type="checkbox"/> W-9 – All Contractors <input type="checkbox"/> Insurance Certificates as required above or in terms <input type="checkbox"/> A copy of the Social Security Card (if using SSN for payment)		
Building Approvals			
Budget Code			
Budget Administrator			
ASB Advisor			
ASB Student			
Contract Execution – Contractor agrees to the terms and conditions and to perform the services as outlined			
Contractor's Signature		Date	
Contractor's Printed Name – as shown on Social Security Card			
Snohomish District Signature Business Services Director/Manager			

Independent Contractor Terms and Conditions

1. Obligations of the Contractor:

- a. **Compliance with laws:** Contractor shall, at its sole expense, comply with all applicable laws and governmental rules, regulations or requirements, which may now or hereafter be in force, relating to its activities under this Agreement. Snohomish School District (SSD) is an equal opportunity employer, therefore all applicants seeking all contracts for goods and services will be considered and will not be discriminated against on the basis of race, color, national origin, gender or disability. The Contractor understands and agrees that its own compliance with applicable federal and state nondiscrimination laws is a condition precedent to its rights under this agreement and that violation of said laws may result in cancellation of this agreement. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX/Chapter 28A.640 RCW of the Education Amendments of 1972, as amended.
- b. **Crimes Against Children:** In compliance with the requirements of Title 28A RCW: The Contractor, or any of its subcontractors, shall not utilize any employee 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 school district's immediate termination of this agreement.
- c. **Unsupervised Access to Students:** Pursuant to RCW 28A.400.303, any contractor who will have unsupervised access to children pursuant to this agreement, shall be required to have successful completion of a background record 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 District and prior to unsupervised access to children. When necessary, contracts may commence on a conditional basis pending completion of the background record check of the contractor.
- d. The Contractor shall comply with all applicable local, state and federal licensing, accreditation and registration requirements necessary to the performance of this contract. The Contractor shall provide and furnish all necessary tools, labor, materials equipment and all transportation services as described and required to perform the services under this Agreement. The Contractor shall assume all other expenses incurred in connection with the performance of this contract and the District shall not be responsible for payment of any other expenses. The Contractor is personally liable for, among other things, taxes, personal health and car insurance, worker's compensation for his/her own employees and business expenses for maintaining his/her office.
- e. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the District be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the other contractor, and to its purported assignee or transferee.
- f. All equipment, supplies and services sold to the District shall conform to the general safety orders of the State of Washington.
- g. Tobacco, drugs, alcohol and weapons are prohibited on school grounds.

2. Debarment and Suspension Centrifugation: The Contractor certifies that neither the Contractor nor its principles or subcontractors have been suspended or debarred from federal procurement programs.

3. Relationship of parties: This Agreement does not create any relationship with SSD of employer and employee, master and servant, principal and agent, or landlord and tenant. Contractor has no power or authority to make any statement or representation or to incur any debt, litigation or liability of any kind in the name of SSD, for it, or on its account. ***Contractor and persons engaged by the Contractor agree that they are not volunteers or employees of SSD in any capacity. Contractor is responsible for all applicable taxes including, but not limited to, Social Security, Federal Withholding, and Workers Compensation.***

4. Contract:

- a. **Changes:** Any additions, deletions or changes to this Agreement during the terms of this contract shall be mutually agreed upon, be made in writing, signed by all parties and added as an addendum to this Agreement.
- b. **Termination:** This Agreement may be terminated by either party by giving _____ days written notice to the other party; except SSD has the right to immediately terminate this Agreement if the Contractor fails to comply with any of its terms. In the event of termination, neither party shall have any rights against the other except to the extent of those accrued prior to the termination date.
- c. **Venue:** Any claim, suite or other legal action pertaining to this Contract shall be brought under the laws of the State of Washington in Snohomish County.

5. Insurance: If indicated below, Contractor shall, at its sole expense, purchase and maintain the insurance so indicated; and a Certificate of Insurance with the Snohomish School District and its officials, employees, and agents named as additional insured shall be provided to SSD prior to starting services. Such insurance shall not be cancelled or reduced until 30 days prior written notice has been given to SSD:

- Commercial General Liability** with a limit of \$1,000,000.00 per occurrence bodily injury, personal injury, and property damage combined; including premises and operations liability, contractual liability, personal injury liability.
- Commercial General Liability** to include Sexual Molestation and Abuse Coverage
- Public Liability or Malpractice Liability** with a limit of \$100,000,000.00 or _____

6. Indemnification: All activities performed by Contractor are performed at its own risk, and Contractor agrees to indemnify, defend, and hold harmless SSD to the fullest extent permitted by law for any and all such acts or failures to act on the part of the Contractor or its employee(s) or agent(s). In the event of a suit by SSD to enforce the terms of the contract, venue for the suit shall be laid in Snohomish County, Washington and, if SSD is successful in the suit, the court may order reimbursement of the district's attorney's fees and court costs in such amount as the court deems reasonable.

7. 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.