

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

**CONTRACTOR NAME AND ADDRESS**

(Legal Name – MUST be same as registered with Tax ID Number)

**CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES**

\_\_\_\_\_  
Name

\_\_\_\_\_  
DBA

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

WA State Business License (UBI #) aaaaaaaaaaaaaaaaaaaaaaaaaaaaaa

Telephone: \_\_\_\_\_ FAX \_\_\_\_\_

Email: \_\_\_\_\_

Accounting Use: Vendor# \_\_\_\_\_ PO# \_\_\_\_\_

This agreement is made between the Seattle School District (“the District”) and the above-named contractor (the “Contractor”) District employees, other than personnel in the District Financial Services Department are not authorized to make promises for contractual services, promises for a particular period of time or promises of a particular level of payment. Any verbal or written statements to that effect by District employees other than Financial Services personnel are null and void.

Whereas, the District requires the Contractor’s services; and whereas, the Contractor’s education and experience qualify the Contractor to perform specified services; it is agreed that the Contractor will provide services as follows:

**1. Description of Services and Expected Objective:**

"  
"  
"  
"  
"  
"  
"  
"  
"  
"  
"

**Dates of Services: From** \_\_\_\_\_ **To** \_\_\_\_\_

Please attach applicable supplementary information, including pertinent support documentation (i.e. written letters in support, Memorandum of Understanding, or other related written agreements which might provide further explanation and understanding).

**2. Payment: Payment is based on the following rates:**

Hourly \_\_\_\_\_ Daily \_\_\_\_\_ Other(specify) \_\_\_\_\_

Estimated total for services \_\_\_\_\_ Other reimbursable expenses (specify) \_\_\_\_\_

**TOTAL PAYMENT (Services + Approved Expenses) ON THIS CONTRACT WILL NOT EXCEED: \$** \_\_\_\_\_

"  
Compensation for the described services will be by warrant of the Seattle Public Schools after receipt of services. State Law RCW 42.24.080 forbids prepayment of services. The Contractor must submit an invoice to the originating school or department. The originator must then attach a completed Certification of Services Rendered form to the invoice and submit both to the Accounting Department for payment. The warrant will be issued through the Accounting Department.

Contractor shall submit an invoice itemizing actual services and expenses after services have been rendered. **Invoices must meet District invoicing standards.** Payment will be made in one sum unless other approved. Unless otherwise specified, **payment terms are net 30 days.** Progress payments may be made not less than monthly. Any reimbursable expense for travel shall comply with district policy. If the parties anticipate the amount due for services and/or expenses will exceed this contract amount, or the dates of services will be extended, it will be necessary to complete a “Contract Modification/Extension” form which is subject to the same approval process as the original Services Contract. The District is not liable for any services above the approved contract amount without a properly approved and signed modification.

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**3. Correction of Noncompliance:** Contractor shall, at no cost to District, promptly and satisfactorily correct or re-perform any Services found to be defective or not in compliance with the requirements of this contract or the requirements of any governmental authority, law, regulation or ordinance.

**4. Compliance with Laws:** Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services including applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap. Contractor shall furnish such documents as may be required to evidence such compliance. Pursuant to RCW 28A.400.330, Contractor shall be prohibited from providing Services at a public school where there may be contact with children, any employee of Contractor who 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, sexual offenses 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 RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

**5. District Use:** All drawings, specifications, materials, information, property and other items obtained or developed in connection with the Services or the cost of which is included in the Reimbursable Expenses (including, but not limited to, documents, designs, drawings, plans, specifications, calculations, maps, sketches, notes, reports, data, estimates, reproductions, renderings, models, mock-ups, educational materials, curriculum and instructional material, books, workbooks, videos, and completed Services and Services in progress), together with all rights associated with ownership of such items (such as copyright, patent, trade secret and other proprietary rights), shall become the property of District when so obtained or developed or when such expense is incurred, as the case may be, whether or not delivered to District. It is agreed by the Contractor that the services provided to the District are specially ordered or commissioned and that such services are rendered on a work-made-for-hire basis. This confirms ownership by the District of all right, title, and interest, including all right of copyright, in and to any work of authorship created under this agreement. If for any reason it is determined that services were not provided under a work-made-for-hire situation, the Contractor irrevocably and permanently assigns to the District all ownership interest to any work created under this Agreement. Contractor shall deliver such items, together with all materials, information, property and other items furnished by District or the cost of which is included in the Reimbursable Expenses, to District upon request and in any event upon the completion, termination or cancellation of this contract. However, Contractor may at its own expense retain copies of any such items for its own records or for use in the furtherance of its professional knowledge.

District shall have a permanent, assignable, nonexclusive, royalty-free license and right to use all concepts, methods, processes, products, writings and other items (whether or not copyrightable or patentable) developed or first reduced to practice in the performance of the Services or otherwise whether by Contractor, any of its subcontractors, or any employee(s) of Contractor in connection with this contract. District shall hold Contractor or its subcontractors harmless for District's reuse of documents on a project other than this project.

**6. Workers' Compensation:** Contractor expressly waives any immunity or limitations (e.g., on the type or amount of damages, compensation, benefits or liability payable by Contractor) that might otherwise be afforded under any industrial insurance, worker's compensation, disability benefit or similar law, rule, regulation or order of any governmental authority having jurisdiction (including, but not limited to, the Washington Industrial Act, Title 51 of the Revised Code of Washington). By executing this contract, Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

**7. Termination for Breach by Contractor or for the Convenience of the District:** District may terminate this contract at any time for material breach by the contractor, by written notice, in which case contractor shall be liable for the direct and incidental damages suffered by the District for such material breach, but not for consequential damages. In addition, District may, at its option, terminate all or a portion of the services not then performed under this contract at any time, for its convenience for any reason, by so notifying Contractor in writing. In the event of termination, all finished or unfinished documents and other materials as described above shall, at the option of District, become its property upon compensation therefore in accordance with this contract, and District shall indemnify and hold harmless Contractor and its agents and employees from any claims arising from District's subsequent use of

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such documents and other materials, except to the extent Contractor is solely or concurrently negligent. If the contract is terminated by District for the convenience of the District as provided herein, Contractor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to termination, and (ii) proper compensation for reimbursable expenses. Under no circumstances shall District be liable for any consequential damages, including, but not limited to, loss of profits on other projects or of reputation incurred by Contractor as a result of such termination.

### **8. Miscellaneous:**

**8.1 General:** This contract represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This contract may be amended only by written instrument signed by both District and Contractor. This contract shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington. Venue in any litigation shall be in King County, Washington.

**8.2 Independent Contractor:** Contractor shall at all times be an independent contractor and not an agent or representative of District with regard to performance of the Services as authorized by this contract. Contractor shall not represent that it is, or hold itself out as, an agent or representative of District.

**8.3 Indemnification:** All activities performed by the Contractor are performed at its own risk, and Contractor shall indemnify, defend and hold the District harmless from any liability, claim, expense, damages or injuries to persons or property arising out of acts or omissions of Contractor, its employees, agents or subcontractors under this agreement, except to the extent cause by the District, its officers or agents.

**8.4 Debarment:** Vendor, by accepting this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Vendor agrees to be bound by the terms of School Board Policy No. 6973, which provides additional requirements applicable to debarment of contractors from receiving future contracts with SPS.

**8.5 Contractor Responsibility:** Contractor shall provide and furnish all necessary tools, labor, materials, equipment and transportation, as necessary to perform the services. Contractor is liable for, among other things, employment and other taxes, personal health and car insurance, worker's compensation for its employees.

**8.6 Assignment:** Neither District nor Contractor shall assign, sublet or transfer any interest in this contract without the written consent of the other. Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of District.

**8.7 Insurance:** If (1) this contract is more than \$49,999, or is amended to exceed a total value of more than \$75,000, and (2) Contractor performs services on District property, the Contractor shall, at its sole expense, purchase and maintain commercial general liability insurance, with a limit of not less than \$1,000,000 per occurrence bodily injury, personal injury and property damage combined, including premises, operations, contractual and personal liability prior to starting services. Contractor shall submit a certificate of insurance upon request. Such insurance shall not be cancelled or reduced until 30 days prior written notice has been given to the District. If performance of the services requires use of an automobile, Contractor and its employees must have automobile liability insurance.

**8.8 Cooperation with District Auditor and State Auditor:** Vendor agrees to provide reasonable cooperation with any inquiry by either the district or State Auditor relating to the performance of this contract. The District has the right to audit records of the Vendor relating to payment or performance under this contract, for three (3) years after completion of this contract. Failure to cooperate may be cause for debarment from award of future contracts.

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**Contractor must complete below:** Please note there must be an IRS Form W-9 "Request for Taxpayer Identification Number and Certification" attached to this contract. The Federal, Tax I.D. or Social Security number given below **MUST** match the number specified on the W-9. A W-9 form may be obtained from the Contracts Desk in Accounting or <http://inside.seattleschools.org/area/fast/forms/w9.pdf>.

**CONTRACTOR NAME:** \_\_\_\_\_  
 " \_\_\_\_\_ Print Name \_\_\_\_\_ Federal, Tax I.D. or Social Security No.

By: \_\_\_\_\_  
 " Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 " \_\_\_\_\_  
 " \_\_\_\_\_

### SCHOOL/DEPARTMENT BUDGET AUTHORITY

School/Department Name: \_\_\_\_\_ Mail Stop: \_\_\_\_\_ Phone \_\_\_\_\_

As an authorized representative of the originating school/department and having budget authority to authorize the disbursement of funds from the budget line give below, I declare that:

1. I have personally verified the existence of funds available within the appropriate unit to pay this contract.
2. I am satisfied that the contractor meets the eligibility requirements for an independent contractor as outlined in the attached Classification Checklist.
3. The services being provided do not violate any labor agreement regarding contracting out for services.

Having completed these steps, I hereby authorize the release of funds from the budget line coded below.

Print Name: \_\_\_\_\_ Title \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### SCHOOL BASED CONTRACTS OVER \$25,000

Exec. Director of Schools : \_\_\_\_\_

Print Name

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Signature

FISCAL YEAR	FUND	FUND CENTER/COST CENTER	COMMITMENT ITEM
_____	_____	_____	7120
_____	_____	_____	7120
_____	_____	_____	7120

### FINAL SEATTLE PUBLIC SCHOOLS APPROVAL

Contracts up to \$75,000: \_\_\_\_\_ / \_\_\_\_/\_\_\_\_ Accounting Manager

Contracts \$75,000 and over: \_\_\_\_\_ / \_\_\_\_/\_\_\_\_ Assistant Superintendent For Business and Finance

Contracts over \$100,000 \_\_\_\_\_ / \_\_\_\_/\_\_\_\_ Superintendent

#### FOR ACCOUNTING USE ONLY

Funds Available: \_\_\_\_\_ Date: \_\_\_\_\_

Grant Accounting Review: \_\_\_\_\_ Funds Encumbered: \_\_\_\_\_ Contracts Acctg Review: \_\_\_\_\_