 **Independent Contractor Agreement for Personal Services**

**18560 1st Ave NE, Shoreline, WA 98155, (206) 393-6111**

**Instructions:** The building (school/department) completes the information below and sends it to the contractor for signature. The contractor returns a signed copy to the originator for building approval. The building sends the approved original to the Director for Finance & Business Services for final approval **prior** to services being provided.

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| **Contract Information** |
| **Contractor’s Legal Name** |  | **DBA** |  |
| **Street Address**  |  | **Telephone** |  |
| **City, State, Zip**  |  | **Email Address** |  |
| **UBI #**  |  | **Federal Tax ID or Social Security #** |  |
| **Contract Dates** | List Contract Date(s): From:       To:       |
| **Contract Location** |  |
| **Services to be Provided** *Attach separate page if needed* |       |
| **Compensation**\* *\*Invoice must be* *submitted by contractor* |       | *[ ]* Per Hour[ ]  Per Project/Presentation | Not to Exceed:       |
| **Reimbursable Expenses** *(if any)* | Lodging [ ]  Mileage [ ]  Airline [ ]  Other [ ]  |
| **Contract Questions** | **1.** Will the contractor have access to students? If yes, the contractor must be approved prior to performing services by submitting a district Volunteer Application located on the Shoreline School District website (allow up to 48 hours for processing). **For unsupervised access to students**, fingerprinting is required in addition to volunteer approval (allow for 2-3 weeks processing time). | Yes [ ] 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? *If yes, the contractor must complete a Retirement Status Form available from Payroll.* | Yes [ ]  No [ ]  |
| **3.** Will the contractor provide a service directly to students or the general public on behalf of the district? *If yes, the contractor must provide a Certificate of Insurance (see terms on reverse side)* | Yes [ ]  No [ ]  |
| **Required Attachments** | **1.** W-9 – All Contractors (A copy may be on file with the district). **2**. Insurance Certificate as required or in terms.  |
|  **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:** |
| **District’s Approval (Director of Finance & Business Services):** | **Date:** |

10/2024

**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. Shoreline 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 based on 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 9.44 RCW where a minor is a 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 successfully completed 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 contractor's background record check.

d. The Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements necessary to perform 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 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 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 Certification:** 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. The 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. ***The contractor and persons engaged by the Contractor agree they are not volunteers or employees of SSD in any capacity. The 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, 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 \_\_\_\_ day's 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 before the termination date.

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

5. **Insurance:** If indicated below, the Contractor shall, at its sole expense, purchase and maintain the insurance so indicated, and a Certificate of Insurance with the Shoreline 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 canceled or reduced until 30 days prior to written notice has been given to SSD:

* **Commercial General Liability** has a limit of $1,000,000.00 per occurrence of bodily injury, personal injury, and property damage combined, including premises and operations liability, contractual liability, and 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, the venue for the suit shall be laid in King County, Washington. 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 the Contractor's services under this Contract is strictly prohibited except where required or authorized by law.

**DISTRICT USE ONLY:**

\_\_\_\_\_ Needs a District email account

\_\_\_\_\_ Needs access to Skyward (FERPA certification)

\_\_\_\_\_ Ability to communicate through Parent Square

\_\_\_\_\_ Needs security access

\_\_\_\_\_ Contractor has been advised of FERPA rules and regulations

\_\_\_\_\_ Contractor is aware of building emergency protocols

Administrator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_