

CONSULTANT - CONTRACTOR AGREEMENT

INVOLVING STUDENT INTERACTION



Between Renton School District No. 403 and _____
(Consultant/Contractor)

School / Department: _____

Consultant Phone: _____

Consultant E-mail: _____

Program #: _____

This Consultant, Contractor Agreement (hereinafter referred to as "Contractor") entered between Renton School District #403 (hereinafter referred to as the District) located at 300 SW 7th Street, Renton WA 98057 and (hereinafter referred to as _____ located at _____ during the period of _____. Now, therefore, the District and Contractor agree as follows:

Purpose, scope of work: (Full description of scope of services & include information on services Partner Organization will provide and resources Partner Organization will use to provide services. Also outline expectations of the school/district to carry out this partnership)

Term: This contract shall remain in place from _____ until _____. The term can be extended only by agreement of all the Partners, to be referenced on a purchase order revision.

Payment: A flat fee of _____ or an hourly rate of _____ for _____ hours is to be invoiced upon the terms and conditions indicated under the Payment Terms of this contract. A maximum payment of _____ and/or a maximum of _____ hours is authorized. (Fees for fewer hours will be adjusted on a prorated basis either by mutual consent or by district direction.

Materials and Supplies: Materials, supplies, or expenses incurred by the Contractor without district approval are not reimbursable. It is agreed upon that the following materials, supplies or expenses will be provided by:

Contractor: _____ Description: _____

Renton School District: _____ Description: _____

Professional Qualifications: The Contractor declares compliance with all federal, state and local laws regarding business permits, and licenses that may be required to carry out the work to be performed under this agreement, and further declares all staff performing work under this contract have the requisite qualifications, skills and experience necessary to provide such services.

Independent Contractor: The parties agree this contract does not make any person an employee of the other party. Contractor shall be an Independent Contractor and not an agent or representative of the District regarding the services provided under this contract. No Contractor assigned to work at a District location or for a District student shall become a District employee because of this contract. Contractor is responsible for all wages and benefits owned to Contractor staff, agents, or volunteers. Further, the District retains the right to immediately prohibit any Contractor staff, agent, or volunteer from coming on District property if the District has good reason, which includes but not limited to violation of a District policy, procedure, or guideline.

Contractor Retirement Status: Any staff performing work under this contract must be verified they have not retired under the 2008 Early Retirement factor under Washington State Department of Retirement Systems (DRS), which would place a significant liability to the District for pension overpayments. A Contractor Retirement Status Verification form may be required. [Contractor Retirement Status Form](#)

Background checks: The Contractor, at its own cost, will conduct a background check, to be processed through Washington State Patrol criminal investigation system and through the Federal Bureau of Investigation [RCW 28A.400.303](#) Contractor shall prohibit any employee who has contact with children during the course of employment and who has plead guilty or been convicted of any felony crime as set forth in [RCW 28A.400.330](#) from working at a public school.

Debarment and Suspension

Debarment, Suspension and Ineligibility Certification: By submission of this contract, the Contractor certifies, to the best of its knowledge and belief, the Contractor, or any of its principals are not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for the award of contracts by any Federal agency by the inclusion of the Bidder or its principals in the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NONPROCUREMENT

The prospective lower tier participant shall provide immediate written notice to the District if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Should the prospective lower tier participant enter into a covered transaction with another person at the next lower tier, the prospective lower tier participant agrees by accepting this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified.

Insurance: The Contractor at its own cost, shall secure and maintain through the duration of this contract, Comprehensive General Liability insurance on an occurrence basis for bodily injuries (including sickness or death) and property damages, with a limit of not less than \$2,000,000 for each accident or occurrence, and general aggregate with a limit of not less than \$3,000,000, including sexual abuse/molestation coverage; Comprehensive Automobile Liability insurance for Bodily Injury and Property Damage, including Owned, Hired and Non-owned vehicles, with liability limits of not less than \$1,000,000; Employers Liability insurance (Washington Stop-Gap) with a limit of not less than \$1,000,000; and Washington State Workers Compensation insurance - Statutory limits; Professional Liability with a limit of not less than \$2,000,000 per Occurrence.

Insurers affording coverage must carry a Best Rating of A VIII or better. With regards to General Liability, Auto Liability, and Employers Liability Renton School District #403, its directors, officers and employees, shall be a certificate holder and added as additional insured with the following endorsement forms: additional insured, waiver of subrogation, and primary and non-contributory. [Insurance Requirements](#)

Insurance Exclusions: Contractors working in direct supervision with ratios greater than 1-5 adult/student ratio, the following exclusion will be accepted. Check the relevant items of exclusion.

1:1 Adult/Student Ratio: Full insurance requirements apply.

1:2 – 1:5 Adult/Student Ratio: Full insurance requirements apply.

1:6 Adult/Student Ratio to Larger Group Ratios: Absence of excess/umbrella will be accepted. All other requirements apply.

Shared Supervision: Absence of excess/umbrella and absence of sexual abuse molestation coverage will be accepted. All other requirements apply.

No Direct Supervision: Absences of professional liability, excess/umbrella, and sexual abuse molestation coverage will be accepted. All other requirements apply.

I am not working under a certificated profession. Lack of Professional Liability coverage is accepted.

I will not be driving onto District property. Lack of Auto coverage is accepted.

I am a Sole Proprietor and do not carry a Worker Comp account. The lack of WC Stop Gap coverage is accepted.

Indemnification: The Contractor agrees, to the fullest extent permitted by law, hold harmless, defend, and indemnify the District, its agents, employees, and board members from any, and all liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from any and or all acts or omission by Contractor under this agreement. The District shall have the right to demand that Contractor defend any and all claims, lawsuits, or proceedings related to services provided under the agreement, without cost to the District, with legal representation acceptable to the District. The terms of this section shall survive termination of this agreement.

Payment Terms (Net 30): The organization shall invoice monthly by the 15th of the subsequent month with a summary statement for completed services or of any product provided by Company to the District.

Governing Law: The terms of this contract shall be interpreted according to and enforced under the law of the State of Washington and is subject to all laws and regulations of the State of Washington.

Assignment: The Contractor shall not assign its rights or responsibilities under this Agreement, unless it receives written permission from the District.

Purchase Order

Per Renton School District's contracting procedures, the contract shall be signed by authorized representatives and shall be accompanied by an approved purchase order prior to commencement of work. [Vendor Application process](#)

Counterparts: The parties agree that this contract may be executed in one or more counterparts, each of which shall constitute an enforceable original of the agreement, and that facsimile, electronic, or digital signatures shall be as effective and binding as original signatures.

Renton School Dist. #403

Contractor

Superintendent

(Signature)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Title)

(Email)

(Email)

(Email)

(Phone)

(Phone)

(Phone)

(Date)

(Date)

(Date)

Note: Superintendent signature / Board approval required for contracts exceeding \$75,000.