



Contract No. \_\_\_\_\_  
*For District Use Only*

between

**TACOMA SCHOOL DISTRICT NO. 10**  
(hereinafter referred to as DISTRICT)  
601 South 8<sup>th</sup> Street  
P. O. Box 1357  
Tacoma, WA 98401-1357

and

**NAME OF CONTRACTOR**  
(hereinafter referred to as CONTRACTOR)  
Address of Contractor  
Contact Name, email and phone number

Federal Identification # \_\_\_\_\_

and

Unified Business Identifier # \_\_\_\_\_ *(must be obtained within 7 days)*

In consideration of the promises and conditions contained herein, the District and Contractor do mutually agree as follows:

**DUTIES OF THE CONTRACTOR**

- A. The general objective(s) of this contract are to provide \_\_\_\_\_ as outlined in the scope of work (Attachment B) under the General Terms and Conditions (Attachment A)
- B. In order to accomplish the general objective(s) of this contract, Contractor shall perform the specific duties included in the scope of work (Attachment B), *and as specified in its response to the District's Request for Proposal # \_\_\_\_\_ (if applicable)* to the satisfaction of the District's designee, \_\_\_\_\_, under the General Terms and Conditions (Attachment A).

**DUTIES OF THE DISTRICT**

- A. In consideration of Contractor's satisfactory performance of the duties set forth herein, the District shall compensate Contractor as per the scope of work (Attachment B).

The value of this contract is \$ \_\_\_\_\_ inclusive of sales tax.

B. [If needed, use *this paragraph* to add information that needs to be emphasized regarding the contract, such as special payment terms, reporting requirement, reference to a Request for Proposal, or other things that may be required by the District.]

**CONDITIONS OF COMMENCEMENT OF PERFORMANCE  
AND  
SCHEDULE OF PERFORMANCE**

Contractor shall not commence performance, or be entitled to compensation or reimbursement for any services rendered, prior to the occurrence of each of the following conditions: (1) this contract must be executed by an authorized representative of the Contractor and the District; and, if required, (2) this contract must be approved by the Board of Directors.

The contract covers the period \_\_\_\_\_ through \_\_\_\_\_ inclusive.

We the undersigned agree to the terms of the foregoing contract.

**CONTRACTOR**

**TACOMA SCHOOL DISTRICT NO. 10**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

Its: Superintendent  
\_\_\_\_\_  
Carla J. Santorno  
(print name)

Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.

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

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

Funding Source and Accounting Information Completed by Originator

Company	AU-Accounting Unit	Account	Activity	AcCat

## **Attachment A**

### **General Terms and Conditions**

1. **Access to Data.** The Contractor shall provide access to any data/information generated under this Contract to the District, the District Superintendent's designee, or any State or Federal Auditor at no additional cost. This includes access to all information that supports this Contract.
2. **Alterations and Amendments.** This Contract may be amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, as amended, also referred to as the "ADA" 28 C.F.R § 35.** The Contractor must comply with the ADA, which provides comprehensive civil protection to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications. Contractors awarded a federally funded contract or subcontract that exceeds \$10,000.00 or that will (or can reasonably be expected to) accumulate to more than \$10,000.00 in any 12-month period, must comply with 41 CFR Part 60-741 (Section 503 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. § 793) affirmative action requirements to employ and advance in employment qualified individuals with disabilities.
4. **Assignment.** Neither the District nor the Contractor shall assign this Contract, either in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment permitted under this clause does not relieve either party from its duties or obligations under this Contract.
5. **Audit Requirements.** If the Contractor is a sub recipient of federal awards as defined by Title 2 Code of Federal Regulations (CFR), the Contractor shall maintain records that identify all federal funds received and expended, and shall use federal funds in accordance with applicable laws, regulations, and the terms and conditions governing the federal award(s). Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance (CFDA) Numbers. The Contractor shall make their records available for review or audit by officials of federal agencies, the General Accounting Office and the Superintendent or designee. The Contractor shall incorporate Title 2 CFR, Chapter II, Part 200 Subpart F Uniform Audit Requirements into all Contracts between the Contractor and its Subcontractors who are sub recipients. The Contractor shall comply with any future amendments to Title 2, CFR and any successor or replacement circular or regulation.
6. **Authority of Parties.** Any individual signing this Contract on behalf of the Contractor represents and warrants that such individual has authority to do so and to bind the Contractor to the terms and conditions set out in this Contract.
7. **Authorized work.** Any changes to the scope of this contract must be made in writing and acknowledged by both parties (with authority to act on behalf of their activity). Only the District's contract administrator for this contract, or his/her designee, can authorize changes or additions to the scope of the contract. If the contractor performs work based on

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instructions from someone other than the contract administrator or their designee, the contractor is doing so at its own risk.

8. **Background Checks.** Consistent with RCW 43.43.834, the Contractor shall require each applicant for employment or volunteer who may have contact with children or vulnerable adults to disclose whether he or she has been convicted of a crime and/or had findings made against him or her in any civil adjudicative proceeding as defined in RCW 43.43.830. The Contractor shall conduct criminal background checks, including fingerprinting, in accordance with RCW 43.43.830 through 43.43.835, as now or hereafter amended, on all employees or volunteers who will or may have contact with children or vulnerable adults in the work to be performed under this Contract. Contractor shall ensure that any volunteers with regularly scheduled unsupervised access to children be fingerprinted in compliance with RCW 28A.400.303. Pursuant to RCW 28A.400.330, the Contractor shall not permit any employee, subcontractor, intern or volunteer from performing work under this Contract who has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322 as it now exists or is hereafter amended. Failure to comply with this provision shall be grounds for the District immediately terminating the contract. The Contractor shall incorporate this requirement into every subcontract it enters relating to services with the District.
9. **Certification Regarding Debarment, Suspension, and Ineligibility.** If federal funds are expended under this Contract, the Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.
10. **Certification Regarding Fraud, Bribery or Gratuity Violations.** If federal funds are expended under this Contract, by signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal civil or administrative penalties for fraud, false statements, false claims, or otherwise. I agree to disclose in writing, in a timely manner, to the District, any violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award; and any potential conflict in accordance with applicable Federal policy.
11. **Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the District Superintendent or designee of the change. The Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
12. **Compliance with Laws, Ordinances, and Regulations.** The Contractor shall comply with all local, state, and federal laws, ordinances and regulations applicable to the performance of its responsibilities under this Contract. Compliance shall include, but not be limited to, all

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applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary to the performance of this Contract.

13. **Confidentiality.** The Contractor acknowledges that certain data, material, or information which originates from this Contract regarding students, may consist of confidential records owned by the District or confidential personally identifiable information subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting redisclosure. The Contractor shall execute the attached document, Exhibit 1, pertaining to the confidentiality of certain records.
14. **Conflict of Interest:** No director, employee or agent of the Vendor/Contractor shall give or receive any commission, fee, rebate, gift, or entertainment in excess of \$25 value in connection with the work, or enter into any non-consumer business arrangement with any director, employee or agent of Tacoma School District No. 10, other than as a representative of the district, without prior written notification thereof to the district. Any representative(s) authorized by the district's superintendent may audit all records of the Vendor/Contractor that pertain to the Tacoma School District, for the sole purpose of determining whether there has been compliance with this paragraph. Information obtained through process shall be administered confidentially.
15. **Continuing Effect.** Rights and obligations under these General Terms and Conditions, this Contract and any attachments or exhibits thereto which, by their nature should survive termination of the Contract will remain in effect after termination or expiration of all or any portion of this Contract.
16. **Disputes.** In the event that a dispute arises under this Contract, it shall be determined in the following manner: (1) The District's Superintendent or designee shall appoint a member to the Dispute Resolution Board; (2) the Contractor shall appoint a member to the Dispute Resolution Board; (3) the District's Superintendent or designee and the Contractor shall jointly appoint a member to the Dispute Resolution Board; (4) the Dispute Resolution Board shall evaluate the dispute and make a determination of the dispute; and, the determination of the Dispute Resolution Board shall be final and binding on the parties hereto.
17. **Entire Agreement.** This written Contract constitutes the mutual agreement of the Contractor and the District or designee in whole. No alteration or variation of the terms of this Contract and no oral understandings or agreements not incorporated herein shall be binding.
18. **Equal Employment Opportunity, Executive Order 11246, 41 C.F.R § 60 (2013)..** This law prohibits contractors awarded federally funded contracts and/or subcontracts that have

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an aggregate value in excess of \$10,000 from discriminating in employment and requires affirmative action to ensure equal employment opportunity on the basis of race, religion, sex or national origin.

19. **Established Business.** Prior to commencing performance of this contract, or prior to the time required by law or regulation, e.g., Chapter 18.27 WAC, Contractor shall be an established business with all required licenses, accreditation, registration, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in the solicitation for bids, request for proposals or this contract. Contractor must have a Federal tax identifier number as required by Internal Revenue Service regulations and a uniform business identifier number (UBI) required by the Washington Department of Revenue. The Contractor shall provide proof of compliance with these requirements within ten (10) calendar days from the date of the request by the District.
20. **Ethical Conduct.** The Contractor certifies that he/she/it, or his/her/its employees or agents, has not given, offered, provided, promised, pledged or been solicited to provide anything of economic value to a District official, employee or agent, as a gift, gratuity, commission or favor that may influence the selection of the Contractor for the work to be performed under this Contract. No director, employee, or agent of the Contractor shall enter into any non-consumer business arrangement with any director, employee, or agent of the District without prior written notice to the District superintendent or designee. Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service in whole or part under this Contract in violation of any law, regulation, or policy that prohibits the use of public resources for political purposes.
21. **Force Majeure** Neither Party shall be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor due to any likely or unforeseeable conditions stated above.
22. **Governing Law.** The laws of the state of Washington shall govern this Contract. Pierce County, Washington shall be the venue for any litigation arising out of this Contract.
23. **Headings and Captions.** The headings and captions used in this Contract are for convenience only. They are not part of the agreement and do not define, limit or describe the scope of intent of the paragraphs of this Contract.
24. **Indemnification.**

Each party to this Agreement (the “Indemnifying Party”) shall defend, indemnify, and hold

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the other party, and its officers, board members, agents and employees, harmless from and against any and all claims, demands, losses, liabilities, actions, lawsuits, or expenses, including reasonable attorney fees, arising or resulting from, related to, or connected with, the performance of this Agreement or representations or warranties contained therein by the Indemnifying Party, including any loss, damage, corruption, or improper or unauthorized disclosure of confidential or proprietary information or data, or acts or omissions of negligence, willful misconduct, or fraud of the Indemnifying Party, or its employees or agents, to the fullest extent permitted by law and subject to the limitations provided below.

The Indemnifying Party's duty to indemnify and defend the other party shall not apply to liability for damages arising out of, caused by, or resulting from the negligence of the other party and its officers, board members, agents and employees.

The Indemnifying Party's duty to indemnify the other party for liability for damages arising out of, caused by, or resulting from the concurrent negligence of each party shall apply only to the extent of negligence of the Indemnifying Party or its agents or employees.

The Indemnifying Party's duty to indemnify the other party for any liabilities or losses caused by or resulting from negligence shall apply only to the extent of the fault of the Indemnifying Party, its agents or employees, except in situations where fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by the Indemnifying Party, its agents or employees.

The Indemnifying Party's duty to defend, indemnify, and hold the other party harmless as to all claims, demands, losses, and liabilities shall include the other party's personnel-related costs, reasonable attorney fees, court costs, and all related expenses.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the District and its agents, employees, or officials. Contractor shall defend, indemnify, and hold harmless the District and its officers, board members, agents and employees, from and against any and all claims, charges, demands, losses, liabilities, actions, lawsuits, or expenses, including, without limitation, reasonable attorney fees, arising or resulting from, related to, or connected with any unfair labor practice arising out of the Contractor's performance of this Contract.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition.

25. **Independent Capacity.** The District and the Contractor intend that an independent Contractor relationship will be created by this Contract. The Contractor and his/her/its employees or agents performing under this Contract are not employees or agents of the District. The Contractor warrants that him/her/it is in compliance with all employment laws and regulations, and it is solely responsible for the payment of wages and/or benefits to its

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employees. Contractor indemnifies and holds harmless the District from all employment related claims brought by the Contractor's employees. The Contractor will not hold himself/herself/itself out as, nor claim to be, an officer or employee of the District by reason hereof, nor will the Contractor make any claim of right, privilege, or benefit which would accrue to such employee under law.

### **26. Insurance.**

- a. **Worker's Compensation Coverage.** The Contractor shall at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Contractor's employees, as may now or hereafter be required of an "employer" as defined in Title 51 RCW. Such worker's compensation and occupational disease requirements shall include coverage for all employees of the Contractor, and for all employees of any subcontractor retained by the Contractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Satisfaction of these requirements shall include, but shall not be limited to
- 1) Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction.
  - 2) Purchase worker's compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under any mandatory governmental program as in "a" above, and/or;
  - 3) Maintenance of a legally permitted and governmentally approved program of self-insurance for worker's compensation and occupational disease.

Except to the extent prohibited by law, the program of the Contractor's compliance with worker's compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against the District, its directors, officers, and employees.

If the Contractor, or any subcontractor retained by the Contractor, fails to effect and maintain a program of compliance with applicable worker's compensation and occupational disease laws, statutes, and regulations and the District incurs fines or is required by law to provide benefits to such employees or to obtain coverage for such employees, the Contractor will indemnify the District for such fines, payment of benefits to Contractor or subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed the District by the Contractor pursuant to the indemnity may be deducted from any



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payments owed by the District to the Contractor for the performance of this Contract.

- b. **Public Liability Insurance.** The Contractor shall at all times during the term of this Contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability and professional liability and/or malpractice liability coverage when appropriate, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by the District, with the approval of the Contractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Aggregate	\$3,000,000

- c. **Additional Insured.** The District shall be specifically named as an additional insured on all policies and all policies shall be primary to any other valid and collectible insurance. At its option, the District may waive this requirement where insurance carriers will not under any circumstances extend secondary insurance coverage for physicians' professional liability, or Architects' and Engineers' insurance. The District may also waive this requirement where insurance carriers will not under any circumstances extend secondary fidelity bonding coverage for private non-profit organizations.
- d. **Proof of Insurance.** Certificates and/or evidence satisfactory to the District confirming the existence, terms, and conditions of all insurance required in this Contract shall be delivered to the District's employee in charge of risk management within five (5) days of the Contractor's receipt of authorization to proceed. The policy of insurance that must be maintained in accordance with this Contract shall not be cancelled or given notice of non-renewal nor shall the terms and conditions thereof be altered or amended without forty-five (45) days written notice being given to the District's Superintendent or designee.
- e. **Cyber Liability Insurance.** Each party to this Agreement shall carry and maintain, at its own expense including any applicable deductibles or retentions, insurance policies or coverage agreements of the kind and with limits listed below:

Should the Contractor have access to data provided by the District, the Contractor shall provide Cyber Liability insurance or coverage with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or corruption or destruction of electronic information, intentional and/or unintentional release of private information,

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internet media liability, alteration of electronic information, extortion, and network security. This coverage is required to remain in effect for as long as necessary to cover any and all such claims.

27. **Licensing and Accreditation Standards.** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary to the performance of this Contract.
28. **Non-Discrimination.** The Contractor shall comply with all the federal, state, and local non-discrimination laws, ordinances, regulations and policies, which are otherwise applicable to the District. Accordingly, no person shall, on the ground of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, sexual identity, gender identity or expression, pregnancy, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to illegal discrimination under any activity performed by the Contractor and its agents under this Contract. Harassment on the basis of any of the foregoing conditions is strictly prohibited. The Contractor shall notify the Superintendent or designee immediately of any decision by a local, state or federal agency, court or jury that the Contractor violated a law, regulation or ordinance prohibiting discrimination. In the event of the Contractor's noncompliance or refusal to comply with this nondiscrimination provision, this Contract may be rescinded, cancelled or terminated in whole or part, and the Contractor may be declared ineligible for further Contracts with the District.
29. **Opportunity to Cure Default.** In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the District Purchasing Manager, in his/her sole discretion, may issue a written or oral notice of default and provide a period of time in which Contractor shall have the opportunity to cure. Time for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the nonperformance, breach or default remains after Contractor has been provided the opportunity to cure, the District may do one or more of the following:
- a. Exercise any remedy provided by law;
  - b. Terminate this contract and any related contracts or portions thereof;
  - c. Suspend Contractor from receiving future solicitations or other bidding opportunities.
30. **Payments.** The District shall not make payments in advance or in anticipation of services or supplies to be provided under this Contract. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported voucher for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this Contract, and (2) acceptance and certification by the District's Superintendent or designee of satisfactory performance by the Contractor.

Except as otherwise provided in this Contract, (1) all acceptable vouchers for payment due

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to the Contractor shall be paid within thirty (30) calendar days [Note: The 30 days begin upon receipt of the goods or services or a properly complete invoice, whichever is later.], and (2) all expenses necessary to the Contractor's performance of this Contract shall be borne in full by the Contractor.

31. **Performance.** Acceptance by the District of any unsatisfactory performance with or without objection or reservation shall not release the Contractor from any responsibilities imposed by the contract or by law and shall not be deemed a waiver of the right to claim damage for breach or to terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.
32. **Records, Documentation and Reports.** The Contractor shall maintain complete financial records relating to this Contract and complete records documenting the services rendered under the Contract, including all books, records, documents, magnetic media, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the District's Superintendent and state and federal officials so authorized by law, rule, regulation or agreement. The Contractor will retain all books, records, documents, and other materials relevant to this Contract for seven (7) years after the date of final payment by the District's Superintendent or designee, and make them available for inspection by persons authorized under this provision. If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
33. **Review.** The parties to this Contract have had the opportunity to review it with their respective legal counsel and execute it knowingly and voluntarily with full knowledge of its contents. It shall not be construed more strictly against one party than the other.
34. **Rights in Data and Publications.** Data that is developed pursuant to this Contract shall be "works for made for hire" as defined by the U.S. Copyright Act of 1976, as amended, and shall be deemed authored and owned by the District. Ownership includes ownership of all intellectual concepts and properties embodied in the data, the right to copyright, patent or register data and the right to transfer those rights. In the event any data which originates under this Contract is not considered "work made for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all rights, title and interest in such data, including all intellectual rights, to the District from the moment of creation of such data. "Data" shall mean all work product to be provided by the Contractor under this Contract and shall include, but not be limited to, draft and final reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, photographs, tapes and/or sound reproductions in any format, form or medium.

The Contractor shall obtain the District's written approval prior to the publication of any results of students and/or services performed or to be performed for any purpose other than

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for District use. This provision shall not apply to any data that is developed independent of this Contract.

Data which is delivered under this Contract, but which does not originate under it, shall be transferred to the District with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so: PROVIDED, that such a license shall be limited to the extent to which the Contractor has a right to grant such a license. The Contractor shall notify the District, at the time of delivery of data furnished under this Contract, of all known or potential limitations on such license and any data that was not produced in the performance of this Contract.

Contractor warrants that it owns all rights, inventions, copyrights, know-how and trade secrets relating to its products and services and that it will not infringe any patent, copyright or other intellectual or industrial property rights of any third-party. Contractor shall defend, indemnify and hold harmless the District from any loss, damage, cost or liability that the District may incur as a result of any action or suit based upon a claim of infringement.

The Contractor shall promptly notify the District in writing of each notice or claim of copyright, trademark, or patent infringement it receives regarding any data delivered under this Contract.

35. **Right of Inspection.** The Contractor shall provide right of access to its facilities to the District's Superintendent or designee at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract on behalf of the District. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.
36. **Severability.** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.
37. **Subcontracting.** Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the Superintendent or designee. In no event shall the existence of any subcontract operate to release or reduce liability of the Contractor to the District for any breach in the performance of the Contractor's duties. This clause does not include Contracts of employment between the Contractor and personnel assigned to work under this Contract.
38. **Termination for Convenience.** Except as otherwise provided in this Contract, the District's Superintendent or designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Contractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Contractor. If this Contract is so terminated,

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the District shall be liable only for payment required under the terms of the Contract for services rendered or goods delivered prior to the effective date of termination.

39. **Termination for Breach and/or Default.** The District may terminate this Contract for breach and/or default, in whole or in part, by written notice to the Contractor if the District's Superintendent or designee has a reasonable basis to believe that the Contractor has:
- a. Failed to meet or maintain any requirements for Contracting with the District;
  - b. Failed to ensure the health or safety of any client for whom services are being provided under this Contract;
  - c. Failed to perform, or otherwise breached, any term or condition of this Contract;
  - d. Violated any applicable law or regulation;
  - e. Made any general assignment for the benefit of creditors;
  - f. In the District's sole opinion, become insolvent or in an unsound financial condition so as to endanger performance hereunder;
  - g. Become the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors, and/or;
  - h. Had a receiver, trustee, or similar official is appointed for Contractor or any of the Contractor's property.

In such event, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; provided that if (i) it is determined for any reason the Contractor was not in default, or (ii) the Contractor's failure to perform is without Contractor's and/or subcontractor's control, fault or negligence, then the termination shall be deemed a "Termination for Convenience."

40. **Termination Due to Funding Limitations.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the District's Superintendent or designee may, without advance notice and without liability for damages, terminate the Contract under any such new funding limitations and conditions.
41. **Termination Procedure.** Upon termination of this Contract, the District's Superintendent or designee, in addition to other rights provided in this Contract, may require the Contractor to deliver to the District any property, including, but not limited to records, specifically produced or acquired for the performance of such part of this agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property

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transfer.

The District shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the District and the amount agreed upon for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the District, and (d) the protection and preservation of the property, unless the termination is for default, in which case the District shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Contract. The District may withhold from any amounts due to the Contractor such sum as the District's Superintendent or designee determines necessary to protect the District against potential loss or liability.

The rights and remedies of the District provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall:

- a. Stop work under this Contract on the date and to the extent specified, in the notice;
  - b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
  - c. Assign to the District, in the manner, at the times, and to the extent directed by the District, all rights, title, and interest of the Contractor under the orders and subcontracts in which case the District has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the District to the extent the District may require, which approval or ratification shall be final for all the purpose of this clause;
  - e. Complete performance on such part of the work not terminated by the District; and
  - f. Take such action as may be necessary, or as the District may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.
42. **Treatment of Assets.** Except as otherwise provided for in the Contract, the ownership and title to all real property and all personal property purchased by the Contractor in the course of performing this Contract with moneys paid by the District shall vest in the District, except for supplies consumed in performing this Contract. The Contractor shall surrender property

## **Attachment A**

### **General Terms and Conditions**

and title to the District without charge prior to settlement upon completion, termination, or cancellation of this agreement. Any property of the District furnished to the Contractor shall, unless otherwise provided herein or approved by the District, be used only for the performance of the Contract. The Contractor shall be responsible for any loss or damage to property of the District which results from the negligence of the Contractor or the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

If any property is lost, destroyed, or damaged, the Contractor shall notify the District and take all reasonable steps to protect the property from further damage. All reference to the Contractor under this clause shall include Contractor's employees, agents, and subcontractors.

43. **Vietnam Era Veterans' Readjustment Assistance Act, as amended 38 U.S.C. § 4212, also referred to as "VEVRAA" 41 C.F.R §§ 60-250 and 60-300 (2013).** This law prohibits federally funded supply and service and construction contractors (and their subcontractors) from discriminating in employment against disabled veterans, other protected veterans, and Armed Forces Service Medal veterans. It also requires that these contractors take affirmative action to employ and advance veterans. Despite its name, this statute is no longer limited to veterans from the Vietnam Era. VEVRAA applies equally to: 1) disabled veterans; 2) Armed Forces service medal veterans; 3) recently separated veterans, and; 4) other protected veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized.
44. **Waiver.** Any express waiver or failure to exercise promptly any right under this Contract will not create a continuing waiver or any expectation of non-enforcement. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by an individual authorized to execute said waiver for the District.
45. **Warranty of Accessibility.** If services include the provision of technology, web content, software, or similar products or services delivered through an online or electronic or computer-based format, Contractor warrants and shall abide by the following:
  - a. The system and services provided to the District shall comply with all local, state, and federal laws, regulations and relevant regulatory guidelines. Contractor further agrees that the system and services provided to the District shall comply with all laws prohibiting discrimination, as further required by the provision of these General Terms and Conditions. Contractor shall furnish such documents and information as may be reasonably requested by the District to evidence Contractor's compliance with the terms of this provision.
  - b. Contractor shall use reasonable efforts to ensure that, to the extent directly affecting the intended daily use by end users of the system and services provided to the District under this Agreement, such system and services will, at a minimum, conform with all

**Attachment A**  
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applicable laws, including Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, all other regulations promulgated under Title II of the Americans with Disabilities Act, and the accessibility standards of the Web Content Accessibility Guidelines (“WCAG”) 2.0 AA; provided, however, that Contractor will have no obligations with respect to such compliance to the extent relating to any portion of the system and services provided or developed by third parties or any user-generated content. If Contractor cannot ensure WCAG compliance for a portion of its services, Contractor will detail how it will support the District in providing equally effective alternate access for nonconforming web content and software and unusable equipment, devices, and hardware.

- c. Contractor shall conduct an accessibility test using an independent third party automated software system or a method otherwise mutually agreeable to the parties to determine the compliance of the products and services provided to the District under this Agreement with all accessibility laws and protocols, including the WCAG, as amended.



**Exhibit 1 to  
Attachment A  
General Terms and Conditions**

Agreement for Access to Student and Employee Information

\_\_\_\_\_ (hereafter referred to as “Contractor”) hereby acknowledges and agrees that the personally identifiable student and employee information (“Information”), disclosed to it by Tacoma School District No. 10 (“District”) is for the limited purpose of conducting work as described in the attached Consultant/Contractual Services agreement and will be used only for that purpose.

Further, the Contractor is subject to compliance with all relevant laws and regulations pertaining to the possession and maintenance of such Information, including, but not limited to the Federal Family Education Rights and Privacy Act, 20 U.S.C. Section 1232g and 34 CFR Section 99 et. seq., and in particular 34 CFR 99.33 pertaining to the redisclosure of personally identifiable information from education records, Chapter 28A.604, RCW pertaining to collection, sharing and use of student personal information through a website, mobile application or online service, RCW 28A.605.030 pertaining to parental review of student education records and parental written consent for release of records and RCW 42.56.230, pertaining to personal information that is exempt from public inspection and copying under the Washington Public Records Act.

The Contractor further is required to maintain the confidentiality of the Information provided and not to disclose personally identifiable information about a student or employee to any other party without the prior written consent of the parent, eligible student or employee, or as is otherwise authorized by law or regulation. The Contractor also agrees to defend, indemnify, and hold harmless the District, its officers, employees and agents, from any and all complaints, charges, causes of action, claims, or damages of every kind and nature whatsoever relating to an improper release of the Information by the Contractor.

It is further acknowledged and agreed that when the work contracted with the District has been completed, all Information will be destroyed and no copies or other retention of the personally identifiable Information will be maintained.

The undersigned hereby certifies that he/she has the authority to execute this document on behalf of the Contractor.

\_\_\_\_\_  
Name of Contractor

FOR OFFICIAL USE ONLY
<input type="checkbox"/> Data description attached
<input type="checkbox"/> Copy of contract attached
<input type="checkbox"/> Release approved by: (initial) _____
<input type="checkbox"/> Date approved _____

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

Its: \_\_\_\_\_  
(position of person signing)

\_\_\_\_\_  
(date)

## Attachment B Scope of Work

1. Contractor shall provide services for \_\_\_\_\_.  
*(Identify all tasks, work elements and objectives of the Contract, e.g., Contractor shall provide consulting services to evaluate the academic needs of students within the District)*
  
2. Contractor shall provide a \_\_\_\_\_.  
*(Identify and quantify deliverables to verify or measure that goods have been delivered or major parts of the work or services have been performed, e.g., Contractor shall provide, schedule of planned staff and parent meetings, staff and parent attendance lists, copies of student participation lists, evaluations of staff assignments, organizational charts, and overall assessment reports. Note: Deliverables must be measurable for reimbursement.)*
  
3. Contractor shall develop a timeline and submit it to the District \_\_\_\_\_.  
*(Identify the timeline, dates, frequency by which the contractor shall provide written reports or other written documents (deliverables), e.g., Contractor shall provide monthly progress reports on the completion of staff, student and parent meetings. As well as, a monthly report on the status of evaluation of staff assignments and overall assessment reports. Such reports shall be submitted to John Smith each month.)*
  
4. Contractor shall invoice the District \_\_\_\_\_. Any increases in pricing during the duration of the contract will be mutually agreed upon. *(Identify the payment schedule e.g., single payment (for services that are short in duration), monthly, quarterly or annually.)*
  
5. If necessary, list or include additional scope requirements under subsequent numbers.