



# STAFFING SERVICES AGREEMENT

PR# \_\_\_\_\_

PO# \_\_\_\_\_

## Contract Information (Completed by District)

Staffing Agency Name \_\_\_\_\_

Business Name (if different) \_\_\_\_\_

This Staffing Services Agreement (“Agreement”), effective \_\_\_\_\_ (date), is between Puyallup School District #3 (“District”), located at 302 2nd St. SE, Puyallup, WA 98372 and \_\_\_\_\_ (“Staffing Agency”), located at \_\_\_\_\_ (address).

### RECITALS

1. Puyallup School District #3 desires that Staffing Agency supply personnel to provide services to the District.
2. \_\_\_\_\_ (Staffing Agency Name) operates a staffing agency and employs personnel to provide services to the District.

Accordingly, in consideration of the mutual promises stated in this Agreement, the District and the Staffing Agency (“Party/Parties”) agree to the following terms and conditions:

### AGREEMENT

#### 1. Scope of Agreement.

**1.1. Services.** Subject to the provisions of this Agreement, at the request of the District, the Staffing Agency shall recruit, interview, screen, select, hire, and assign Staffing Agency employees (“Assigned Personnel”), to the satisfaction of the District’s Superintendent or designee, who are best qualified to perform the following services for the District:

(A) Describe services to be provided:

**1.2. Assigned Location.** The Assigned Personnel will report to and provide services at \_\_\_\_\_ (site), a school/facility within the District, located at \_\_\_\_\_ (address).

**1.3. Scheduled Hours.** The Assigned Personnel is scheduled to work at \_\_\_\_\_ (site), \_\_\_\_\_ (day) through \_\_\_\_\_ (day) from \_\_\_ a.m. to \_\_\_ p.m. during the length of this Agreement.

**2. Payment Amount.** The District shall pay the Staffing Agency for its satisfactory provision of Assigned Personnel as set forth in this Agreement:

**2.1. Total Payment.** Total compensation for services rendered and all contract-related expenses are not to exceed the amount of \$ \_\_\_\_\_ unless the Parties enter into a written agreement to a higher total payment under this Agreement prior to the commencement of any work.

**2.2. Rates.** Compensation for services rendered are based on the payment rate identified below (Select One):

(A)  Set Fee: Staffing Agency shall be compensated at the set fee of \$ \_\_\_\_\_, for services rendered, inclusive of travel and all other contract-related costs.

(B)  Hourly rate/Not to Exceed: Staffing Agency shall be compensated at an hourly rate of \$ \_\_\_\_\_, for services rendered not to exceed a total of \$ \_\_\_\_\_.

(C)  Daily Rate: Staffing Agency shall be compensated at a daily rate of \$ \_\_\_\_\_, inclusive of travel and all other contract-related costs.

(D)  Other (specify): Staffing Agency shall be compensated in the amount of \$ \_\_\_\_\_, for services rendered not to exceed a total of \$ \_\_\_\_\_.

3. **Initial Term.** The term of this Agreement begins on the date that the Parties execute and deliver this Agreement and ends on \_\_\_\_\_, 20\_\_\_\_, unless terminated sooner in accordance with the terms of this Agreement
4. **Payment for Services.** Compensation for the described services will be by warrant of the Puyallup School District #3 after receipt of invoices for services rendered according to the following:
  - 4.1. **Invoices.** The Staffing agency shall submit invoices to the District at the rates established in § 2.2 every \_\_\_\_\_ (Day/Week/Month) for Assigned Personnel who provided services to the District during the preceding invoice period. Invoices will be sent to Puyallup School District, ATTN: Accounts Payable, PO Box 370, Puyallup, WA 98371 or electronically to AP\_Dept@puyallup.k12.wa.us
  - 4.2. **Payment.** The District shall make payments to the Staffing Agency for services rendered upon presentation and District approval of an itemized invoice to the Accounting Department within forty-five (45) days of the invoice date.
    - (A) **Satisfaction.** Payment of services rendered is subject to the satisfaction of District's Superintendent or designee. If the District's Superintendent or designee is not satisfied by any portion of the Staffing Agency's or Assigned Personnel's performance, then the District will provide notice to the Staffing Agency of non-satisfactory service with thirty (30) days of receipt of invoice in which the non-satisfactory service occurred. The District is not required to pay for such non-satisfactory services.
    - (B) **Nonpayment.** Any payment not received by the Staffing Agency within said \_\_\_\_\_ day period, unless the District has provided notice of non-satisfactory service according to § 4.2(A), must be cured by the District no later than two (2) weeks after the District receives notices of nonpayment from the Staffing Agency.
  - 4.3. **Travel Expenses.** Any reimbursable expense for travel must be pre-approved by the District and comply with District Policy Nos. 6213 and 6213R.
  - 4.4. **Services Contrary to Agreement or Law.** The District is not required to make payment or reimbursement under this Agreement for any services performed or expenses incurred in a manner contrary to provision contained within this Agreement or in a manner inconsistent with any federal, state or local law, rule or regulation.
  - 4.5. **W-9.** The Staffing Agency will provide a completed IRS Form W-9 to the District at the execution of this Agreement or in the event the IRS releases a revised form.
5. **Approval.** It is a condition of the Parties' obligations under this Agreement that the Puyallup School Board of Directors ("Board") must approve and authorize the terms and conditions of this Agreement if the contracted amount is \$10,000 or more and the Purchasing Department if the contracted amount is under \$10,000. This Agreement is not legally binding until the Board's or Purchasing Department's approval has been granted per District Policy No 6210.
6. **Correction of Unsatisfactory Performance.** The Staffing Agency shall, at no cost to the District, promptly and satisfactorily correct or re-perform any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation, or ordinance.
7. **Relationship of Parties.** The Staffing Agency, its employees, including Assigned Personnel, or its agents are contracting with the District as independent contractors. The Staffing Agency, its employees, including Assigned Personnel, or its agents are not permitted to represent, or hold out as, an employee, agent, or representative of the District under the terms of this Agreement.
  - 7.1. **Payroll.** The Staffing Agency shall pay the Assigned Personnel's wages, withholding and transmitting any relevant payroll taxes.
  - 7.2. **No Employee Benefits.** As an independent contractor, neither the Staffing Agency nor its employees, including Assigned Personnel, are eligible to participate in the District's employee-benefit plans.
  - 7.3. **Tax Withholding.** The District will not withhold any taxes from the Staffing Agency's fees. Staffing Agency is responsible for:
    - (A) Paying all applicable taxes, including income, social security, Medicare, and other taxes; and
    - (B) Withholding applicable taxes for all compensation paid to Contractor's partners, agents, or employees under this Agreement.

7.4. **Labor and Employment.** The Staffing Agency shall comply with all applicable labor and employment requirements with respect to Staffing Agency's business organization, partners, agents, subcontractors, and employees, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements.

## 8. Staffing Agency's Representations and Warranties.

8.1. **Compliance with State Law.** The Staffing Agency represents and warrants it is in compliance with all federal and state laws relating to wages and nondiscrimination in hiring.

8.2. **Suspension or Debarment.** The Staffing Agency represents and warrants it, or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

8.3. **Conflict of Interest.** The Staffing Agency represents and warrants it, its agents, or its employees are not current employees of Puyallup School District #3.

8.4. **Ethical Conduct.** The Staffing Agency represents and warrants it, its agents, or its employees have not been provided, offered, promised, or been solicited to provide anything of economic value to a District official or agent in exchange for being selected to perform work under this Agreement.

8.5. **Professional License.** If applicable, the Staffing Agency represents and warrants that any personnel assigned to provide services to the District under this Agreement are currently licensed, registered, or certified to perform such services by the applicable federal and state laws, and governing body.

## 9. The District's Representations and Warranties.

9.1. **Non-Discrimination.** The District represents and warrants that all contractors will be considered and not discriminated against on the basis of race, color, national origin, sex, sexual orientation including gender expression or identity, creed, religion, age, veteran or military status, disability, and use of a trained dog guide or service animal by a person with a disability in compliance with Title VI of the 1964 Civil Rights Acts; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Education Amendments of 1972, as amended, and RCW 49.60, Law against Discrimination.

## 10. Provision of Service.

10.1. **Qualified Personnel.** The Staffing Agency shall assign personnel to the District that possess and are current on all pertinent terms and conditions of licensure and credentials required to perform the related services to the District. Failure to comply with any provision within § 10.1 constitutes a material breach and is grounds for the District to immediately terminate this Agreement.

(A) The Staffing Agency shall provide the District with all documentation relating to the Assigned Personnel's qualifications and training prior to them performing any services for the District.

(B) The Staffing Agency shall provide additional qualified Assigned Personnel as necessary to cover any absences from breaks, lunches, leaves, or other accommodations required by state or federal law for any Assigned Personnel under the terms of this Agreement.

10.2. **Acceptance of Personnel.** The District retains the right to determine which Assigned Personnel it will accept for initial or repeated service, including the right, per its own policies and procedures, to require any Assigned Personnel to leave its premises immediately.

11. **Background Check.** Staffing Agency, its employees, volunteers, agents or subcontractors assigned to work with the District shall complete a background check, at the Staffing Agency's expense, including fingerprinting through the Washington State Patrol criminal identification system and Federal Bureau of Investigation prior to services being rendered. Failure to comply with any provision in this section constitutes a material breach and is grounds for the District to immediately terminate this Agreement.

11.1. **Background Check Results.** Staffing Agency shall provide the District with results of any background check performed under this Agreement at the District's request. Staffing Agency must provide results of any background check requested by the District within one (1) week of the District's request or Staffing Agency's receipt of the background check results.

- 11.2. Individuals with Criminal Records.** All contract assignments or positions with the District are contingent on the Staffing Agency's, its employees', volunteers', agents' or subcontractors' successful completion of a background check and are subject to the following:
- (A) Staffing Agency shall permit all of its criminal records and those of its employees, volunteers, agents or subcontractors to be examined using the District's procedure for reviewing criminal records, or Staffing Agency's own assessment tool if it is more rigorous than the District's.
  - (B) At any time during the performance of this Agreement, the District may determine that the Staffing Agency, its employees, volunteers, agents or subcontractors are unsuitable to perform work for the District because of the existence of a criminal record. The District may request the Staffing Agency not assign any person the District has determined unsuitable to provide services to the District under this Agreement, in which case the Staffing Agency shall abide.
- 11.3. Crimes Against Children.** Pursuant to RCW 28A.400.330, Contractor must not assign any personnel to provide services where there may be contact with children who has pled guilty to or been convicted of any felony specified under RCW 28A.400.322 or crimes involving the physical neglect of a child under RCW Chapter 9A.42, the physical injury or death of a child under RCW Chapter 9A.32 or 9A.36, sexual offenses under RCW Chapter 9A.44 where a minor is the victim, promoting prostitution of a minor under RCW Chapter 9A.88, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction.
- 12. Compliance with Laws.** Staffing Agency shall comply with all requirements of any existing federal, state and local laws, ordinances, or regulations and policies in effect at the time of performance of the services. Failure to comply with any provision within this section constitutes a material breach and is grounds for the District to immediately terminate this Agreement.
- 12.1. Confidentiality.** Staffing Agency, its employees, volunteers, agents or subcontractors providing Services at a public school shall comply with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g or any other applicable state or federal privacy laws or regulations.
- 12.2. Non-Discrimination.** Staffing Agency must not discriminate against any client, employee, or applicant for employment because of race, color, national origin, sex, sexual orientation including gender expression or identity, creed, religion, age, veteran or military status, disability, and use of a trained dog guide or service animal by a person with a disability in compliance with Title VI of the 1964 Civil Rights Acts; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Education Amendments of 1972, as amended, and RCW 49.60, Law against Discrimination.
- 13. District Policies and Procedures.** The Staffing Agency and the Staffing Agency's agents and employees, including Assigned Personnel, shall comply with all District policies and procedures. Violation of any District policy or procedure may constitute a material breach. Violation of one of the following District policies or procedures will constitute a material breach:
- 13.1. Harassment.** Staffing Agency and the Staffing Agency's agents and employees, including Assigned Personnel, shall comply with District policies regarding harassment, including but not limited to District Policy Nos. 3205, 3207, 3211, 5011 and 5275. Failure to comply with District policies regarding harassment constitutes a material breach and is grounds for the District to immediately terminate this Agreement.
- 13.2. Maintaining Student Boundaries.** Staffing Agency and Staffing Agency's agents and employees, including Assigned Personnel, shall comply with District policies regarding maintaining appropriate boundaries between adults and students in and outside of the educational setting per District Policy Nos. 5272 and 5272R. Failure to comply with District policy regarding maintaining appropriate boundaries between adults and students in and outside of the educational setting constitutes a material breach and is grounds for the District to immediately terminate this Agreement.
- 13.3. Tobacco, Alcohol, Drugs, and Weapons.** The Staffing Agency and the Staffing Agency's agents and employees, including Assigned Personnel must not bring tobacco, alcohol, drugs, or weapons onto school grounds per District Policy Nos. 4210, 4215, and 5201. Failure to comply with District policies regarding tobacco, alcohol, drugs, or weapons constitutes a material breach and is grounds for the District to immediately terminate this Agreement.

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- 14. Indemnification.** The Staffing Agency shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the Staffing Agency's performance or nonperformance of this Agreement, except for injuries and damages caused by the sole negligence of the District.
- 15. Insurance.** The Staffing Agency shall procure and maintain general and professional liability insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work under the terms of this Agreement by the Staffing Agency, its agents, representatives, employees, or subcontractors for the duration of this Agreement.
- 15.1.** The Staffing agency shall name the District as an additionally insured of the policy or policies and provide the District a *Certificate of Insurance* evidencing:
- (A) Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage; and
  - (B) Professional Liability Insurance with limits of \$1,000,000 (if applicable).
- 15.2.** The Staffing Agency shall give the District thirty (30) days prior written notice of any cancellations, suspension, or material change in coverage.
- 16. Surety Bonds.** The Staffing Agency shall make, execute and deliver to the District a good and sufficient performance bond with two or more sureties or a surety company which shall state that the Staffing Agency shall execute and faithfully perform the provisions of the contract and shall pay all Staffing Agency's agents and employees, including Assigned Personnel as required by law.
- 17. Workers Compensation & Waiver of Title 51 Immunity.** The Staffing Agency shall at all times comply with all applicable workers compensation, occupational disease, and occupation health and safety laws, statutes, and regulations to the fullest extent applicable.
- 17.1. Liability.** Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Staffing Agency and the District, its officers, officials, employees, and volunteers, the Staffing Agency's liability will only be to the extent of the Staffing Agency's negligence.
- 17.2. Waiver.** It is further specifically and expressly understood that the indemnification provided under this section constitutes the Staffing Agency's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- 17.3. Survival.** The provisions of this section shall survive the expiration or termination of this Agreement
- 18. Employment Conversion.** The District recognizes that the Staffing Agency employees on assignment to the District are under contractual obligation to the Staffing Agency. The District shall take no steps to recruit, hire, or employ as its own employee or as an independent contractor any personnel assigned to the District by the Staffing Agency under this Agreement while the agreement is in effect.
- 19. Intellectual Property.** Staffing Agency expressly waives any claim to copyright pertaining to all materials, publications, and documents produced as a result of this Agreement and agrees that the District shall have exclusive responsibility for their distribution, publication, copyrighting (when applicable), and all other matters relating to dissemination of the materials.
- 20. Termination.** This Agreement is effective as of the date of execution and continues until the term of this Agreement has expired or it is terminated under §20.1, §20.2, § 20.3.
- 20.1. Mutual Termination.** This Agreement may be canceled prior to termination date by mutual agreement of the parties upon delivery of written notice and without cause. In the event that this Agreement is canceled prior to termination date, the District shall compensate the Staffing Agency, determined on a pro rata basis, for work or services satisfactorily performed.

**20.2. Termination by the District.** The District may unilaterally terminate all or a portion of the services not then performed under this Agreement at any time, for any reason, by so notifying the Staffing Agency in writing.

- (A) In the event the District terminates all or a portion of this Agreement for convenience prior to the termination date, the District shall compensate the Staffing Agency, determined on a pro rata basis, for work or services satisfactorily performed.
- (B) The District may terminate this Agreement at any time for material breach by the Staffing Agency, by written notice, in which case the Staffing Agency shall be liable for the direct, incidental, consequential, or any other foreseeable damages suffered by the District for such material breach.

**20.3. Termination for Cause.** A nonbreaching party may unilaterally terminate this Agreement by providing written notice to the alleged breaching party of the nonbreaching party's intent to terminate the Agreement if the allegedly breaching party did one of more of the following:

- (A) Materially misrepresented a fact.
- (B) Materially breached a warranty or covenant.

## 21. General Provisions.

**21.1. Extent of Agreement.** This Agreement, including attachments, constitutes the final and exclusive agreement between the Parties with respect to the subject matter of this Agreement. All prior or contemporaneous oral or written agreements or negotiations between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**21.2. Notices.** The Parties shall send all notices in writing and give all consents in writing. A notice or consent is effective when the intended recipient receives it.

(A) All notices, consents, or other communication required or permitted under this Agreement must be in one of the following formats:

- (1) by personal delivery (including by means of professional messenger service),
- (2) by registered or certified mail, with prepaid postage and return receipt requested, or
- (3) by email transmission followed by delivery of a "hard" copy.

(B) All notices, consents, or other communication required or permitted under this Agreement must be sent to the following addresses:

- (1) District: Puyallup School District #3  
Attn: \_\_\_\_\_  
302 2nd St. SE, Puyallup, WA 98372  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
- (2) Staffing Agency: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**21.3. Successors and Assigns.** This Agreement binds and benefits the parties and their respective permitted successors and assigns.

**21.4. Assignment and Delegation.** Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party, which party must not unreasonably withhold.

**21.5. Waiver.** If either Party fails to require the other to perform any term of this Agreement, that failure does not prevent the Party from later enforcing that term. If either Party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.

- 21.6. Force Majeure.** Neither Party will be liable for any failure to perform an act, other than payment obligation, owing to unforeseen circumstances or causes beyond the Party's reasonable control, including but not limited to natural disasters, war, riot, acts of civil or military authorities, or acts of terrorism or sabotage.
- 21.7. Severability.** If any provision of this Agreement is illegal or unenforceable, that provision is severed from the Agreement, and the other provisions remain in effect only if the essential business and legal provisions are legal and enforceable.
- 21.8. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.
- 21.9. Amendments.** The Parties may amend this Agreement only by a written agreement signed by both Parties.
- 21.10. Exhibits.** The exhibits attached to this Agreement are an inherent part of it.
- 21.11. Nonbinding Dispute Resolution.** The Parties must try to settle any claim or controversy arising from this Agreement through consultation and good faith and in the spirit of mutual cooperation. If attempts at resolution fail, then either Party may demand nonbinding mediation or another form of alternative dispute resolution according to the following:
  - (A) Within thirty (30) days after a Party demands nonbinding mediation, the Parties will choose a mutually acceptable mediator, to whom neither Party will unreasonably withhold its consent.
  - (B) Both Parties will share the costs of the mediation equally.
  - (C) The Parties may agree to postpone mediation to complete some specified but limited discovery.
  - (D) If the Parties cannot resolve the dispute within two (2) months after the initial demand or after an agreement to postpone, then either Party may submit the dispute to a court according to the terms of this Agreement.
- 21.12. Litigation Expenses.** In the event of a law suit by the District to enforce the terms of this Agreement, if the District is successful, then the court may order Staffing Agency to reimbursement of the District's attorney's fees and court costs in such an amount as the court deems reasonable.
- 21.13. Governing Law.** Washington State law applies to all matters arising under or relating to this Agreement without regard to any choice-of-law rules that might direct the application of another jurisdiction's laws.
- 21.14. Venue.** Venue for all lawsuits or other matters relating to this Agreement is Pierce County, Washington.

To evidence the Parties' agreement to this Agreement, each Party has executed and delivered it on the date indicated under that party's signature below:

**Puyallup School District #3**

By: \_\_\_\_\_  
(Authorized Signature)

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

\_\_\_\_\_ (Staffing Agency Name)

By: \_\_\_\_\_  
(Authorized Signature)

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

# STAFFING SERVICES AGREEMENT

PR# \_\_\_\_\_

PO# \_\_\_\_\_

**Staffing Agency Information & Certification (Completed by Staffing Agency):**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
Washington Business License No. (UBI#)

\_\_\_\_\_  
Tax ID No. (Social Security or Federal ID #)

Is Contractor a retiree of one of the Washington State Retirement Systems?  Yes  No  
 If Yes, did you retire before age 65 using the Early Retirement Factors?  Yes  No

I hereby accept the terms and conditions of this document and agree to the compensation terms as stated on this document. I further attest that I am acting as an independent entity or agent and I am not an employee of the Puyallup School District #3. Under penalty of perjury, I certify that all information provided including the federal tax identification or social security account number and Washington business license number are truthful and correct.

\_\_\_\_\_  
Staffing Agency Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**District Approval (Completed by District):**

As an authorized representative of the originating school/department and having budget authority to authorize the disbursement of funds from the account codes given below, I declare that: I have personally verified the existence of funds available within the appropriate funding source to pay this Agreement; and this expenditure is appropriate and allowable for the funding source indicated.

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
School/Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Code

**Purchasing Use Only**

**IMPORTANT:** Completed Agreement packages shall include this completed Agreement form with approval signatures; W-9 and fingerprinting (if applicable) and all necessary attachments. The completed package shall be forwarded to the Purchasing Department at 109 for processing and school board submission.