

Tumwater School District No. 33

621 Linwood Avenue, SW
Tumwater, WA 98512



Contract for Personal Services

Date _____ P.O. # _____

Consultant's Name _____ Phone # _____

Address _____ City/State/Zip _____

This contract shall commence on _____, and shall terminate
(Month/day/year)

at midnight on _____.
(Month/day/year)

In consideration of the promises and conditions contained herein and Applicable Law (reverse side), the district and the consultant do mutually agree as follows:

1. Consultant responsibilities: Consultant shall perform the following duties to the satisfaction of the district principal/administrator on (specify dates) _____ and during (specify time) _____ at (specify location) _____ (use additional paper if necessary).

2. District Responsibilities: In consideration of the consultant's satisfactory performance of the responsibilities set forth herein, the Tumwater School district shall compensate the consultant as follows: Total payment for services shall be \$_____. Payment shall be distributed for work performed in _____ payment(s) in the amount of \$_____. Consultant shall submit an invoice for the amount of the payment(s) for services rendered not to exceed the amount stated in this paragraph. Lodging, mileage, materials, etc. are to be included in the total cost noted above.

In Witness whereof, the Tumwater School District No. 33 and consultant have executed this contract:

District Principal/Administrator's Signature

Consultant's Signature

Date: _____

Date: _____

District Superintendent or Financial Director

 Consultant's Social Security Number
 Tax Identification Number

Preferred Method of Payment
 Direct Deposit Credit Card Check

Applicable Law

1. Consultant shall perform all duties pursuant to this Contract as an independent contractor. Tumwater School District shall not withhold or pay any taxes on behalf of Consultant.
2. This contract may be terminated, by the Tumwater School District Superintendent and/or his/her designee, at any time, with or without reason, upon written notification thereof to the Consultant.
3. **Independent Contractor Status of Consultant:** Consultant and consultant's employees shall perform all duties pursuant to this contract as an independent contractor. Contractor will maintain Workers' Compensation Coverage as required by law.
4. **Indemnification:** Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of consultant or consultant's employee's or agents' performance or failure to perform duties pursuant to this contract, shall be consultant's sole obligation.
5. **Termination:** This contract may be terminated by the Superintendent and/or the Director of Financial Resources upon written notification thereof to the consultant. In the event of termination by the district, consultant shall be entitled to an equitable proration of the total compensation provided for herein for uncompensated services which have been performed as of termination.
6. **Verbal Agreements:** This written contract constitutes the mutual agreement of consultant and the district in whole. No alteration or variation of the terms of this contract and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.
7. **Applicable Law:** The laws of the State of Washington shall govern this contract.
8. **Nondiscrimination:** The consultant and consultant's employee's assures Tumwater School District No. 33 that its agency/labor union will comply with all state and federal guidelines and/or regulations. Therefore, all applicant's seeking employment opportunities will be considered and will not be discriminated against on the basis of race, creed, religion, color, national origin, age, sex, marital status or non-job-related physical, sensory or mental disabilities, except insofar as such bases are valid occupational qualifications.
9. **Suspension & Debarment:** Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
10. **Background Check:** Contractor shall fill out the attached Contractor Disclosure form and submit the form to the district office prior to the beginning of this contract. Contractor shall require a criminal history records check (in accordance with RCW 28A.400.303 or 1996 Washington Laws, Chapter 126) for all persons providing services pursuant to this contract. Contractor shall certify compliance with this condition on or before beginning work pursuant to this contract. Contractor shall not employ any person to perform services pursuant to this contract who has pleaded guilty to or been convicted of any felony crime(s) against children, as specified in RCW 28A.400.330. Failure to comply with this condition shall be grounds for immediate termination of the contract by the School District.

Consultant's Initials: _____ Date: _____



Personal Service Contractor's Certifications

Business Name: _____ Phone #: _____

(Address)

(City)

(State)

(Zip Code)

Washington State Unified Business Identification Number Certification

Vendors doing business with Tumwater School District are required to provide a nine digit Washington State Unified Business Identification Number (UBI #) if the answer to any of the following questions is "Yes." Please check the appropriate boxes:

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1. Does your business gross more than \$12,000 per year? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Does your business sell any item(s) at retail? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Does your business repair, install, alter, decorate, clean, construct or improve any real or personal property for consumers? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is your business required to collect or pay any other tax to the Washington State Department of Revenue? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is your business required to obtain a renewable license from Washington State? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Is your business incorporated? | <input type="checkbox"/> | <input type="checkbox"/> |

If "Yes" to any of the above, provide UBI # here: _____

Early Retirement Factor Certification

The individual completing this Personal Service Contractor Certification form must answer "Yes" (true) or "No" (false) to the following statement.

- | | Yes | No |
|--|--------------------------|--------------------------|
| I have retired from a Washington State Retirement System using the 2008 Early Retirement Factor (ERF). | <input type="checkbox"/> | <input type="checkbox"/> |

If answering "Yes," enter your Social Security # here: _____

Note: Individuals retiring with the 2008 ERF may jeopardize early retirement benefits by completing this contract.

Certification: I hereby certify under penalty of perjury that the above is true and that I am authorized to sign on behalf of the business/company herein named.

Signature: _____

Date: _____

Personal Service Consultant's Invoice

Date _____ P.O. # _____

Consultant's Name _____ Phone # _____

Address _____ City/State/Zip _____

I hereby claim reimbursement for (specify amount) \$ _____ as Consultant for the following services (use additional paper if necessary):

Date(s) _____

Time(s) _____

Location(s) _____

Description of Service(s) _____

I certify that this is a just and due claim and has not previously been paid.

Consultant's Signature

SS # or Tax ID #

Date