



PERSONAL SERVICES CONTRACT

This agreement is made between Auburn School District ("District") and the following independent contractor ("Contractor"):

Contractor Name

Business Name (if applicable)

SSN or EIN / W-9 Attached

Contract Details

Contract Start Date

Contract End Date

Scope of Work (Services to be Provided):

Not-to-Exceed Compensation Amount \$ _____

Account Code (District use)

District Contact Name / Phone

NO ALTERATION OR VARIATION OF THE TERMS OF THIS CONTRACT AND NO UNDERSTANDINGS OR AGREEMENTS NOT INCORPORATED HEREIN, UNLESS MADE IN WRITING BETWEEN THE PARTIES HERETO, SHALL BE BINDING.

IN PERFORMING SERVICES UNDER THIS AGREEMENT, THE CONTRACTOR IS AN INDEPENDENT CONTRACTOR AND NOTHING HEREIN IS TO BE CONSTRUED AS ESTABLISHING AN EMPLOYER-EMPLOYEE RELATIONSHIP. THE CONTRACTOR AGREES THAT ALL WORK WILL BE PERFORMED IN ACCORDANCE WITH THE HIGHEST PROFESSIONAL STANDARDS.

THE PARTIES HEREBY AGREE THAT NO PERSON SHALL, ON THE GROUNDS OF RACE, COLOR, CREED, NATIONAL ORIGIN, OR SEX, BE EXCLUDED FROM OR DENIED PARTICIPATION IN, OR OTHERWISE SUBJECTED TO DISCRIMINATION UNDER ANY ACTIVITY PERFORMED PURSUANT TO THIS CONTRACT.

THIS AGREEMENT MAY BE TERMINATED BY THE MUTUAL, WRITTEN CONSENT OF BOTH PARTIES.

Contractor Signature: _____ **Date:** _____

Budget Administrator Approval: _____ **Date:** _____

Superintendent or Designee Approval: _____ **Date:** _____

Terms and Conditions

1. Independent Contractor: Contractor is not an employee of the district and shall be responsible for all taxes, insurance, and benefits.
2. Insurance (if required): Contractor shall maintain general and professional liability insurance with the district named as additional insured.
3. Criminal Background Check: Required for unsupervised student access, in compliance with RCW 28A.400.330.
4. Discrimination: Contractor will comply with all applicable non-discrimination laws.
5. Ownership of Work Product: All work created under this contract is District property.
6. Confidentiality: Contractor agrees to maintain confidentiality of all District information.
7. ADA Compliance: Contractor shall comply with the Americans with Disabilities Act.
8. ID Badge: Contractor must wear a District-issued ID badge on District property.
9. Indemnification: Each party holds the other harmless for negligence-related claims.
10. Termination: Either party may terminate with written notice, with or without cause. In the event of termination, the district shall only be responsible for payment for services rendered up to the effective date of termination.
11. Governing Law: The laws of the State of Washington govern this agreement.
12. Entire Agreement: This document is the entire agreement; changes must be in writing.
13. Board Approval: Per RCW 28A.320.035 This Agreement is not binding upon the district until issuance of a purchase order or contract is approved by the School Board of Directors.

Attachments (Required if applicable)

- ☐ W-9 or SSN (first time contractors only)
- ☐ Certificate of Insurance (with District named as additional insured)
- ☐ Background Check/Fingerprint Clearance (if applicable)

Forward completed contract and attachments to the Business Office. Work may not begin until a Purchase Order is issued and all approvals are complete.