PERSONAL SERVICE CONTRACT GUIDE

EACH BOX MUST BE COMPLETED BEFORE MOVING TO THE NEXT BOX

Please answer the following question to determine where to start:

QUESTION: Does this person or organization already exist as a vendor within the Skyward system?

→ If you are unsure, please contact:

ANSWER: NO

☐ Contact the person or organization and have them complete a W-9 form. This must be completed before a contract is created!

☐ Once a signed W-9 has been returned, turn in to Business Services.
→ Proceed to "ANSWER: YES".

ANSWER: YES

☐ Complete the Personal Service Contract located on the district's website.
Location: Business Services – Budget & Financial – Business Services Forms

→ If you are unaware of the answers to Sections IV & V, please contact the vendor for a quote or statement of work or speak with the contract requester.

☐ Submit contract to Business Services for review.

☐ Submit contract to Superintendent or Designee.
→ Retain a copy of contract at this point.

Submit contract to vendor for signature along with pages 3-8.
→ Vendor must also answer the question regarding House Bill 2391.

☐ Once contract is returned, complete a requisition.
→ Send an electronic copy of signed contract & addeddum to Business Services

After Services are complete:

Complete pages 5 & 6 of the contract, if necessary, or submit invoice provided by vendor to Business Services.

FRANKLIN PIERCE SCHOOLS
CONTRACT FOR SERVICES
(Hereinafter referred to as District)
315 129th St South
Tacoma, WA 98444

With
Name of Contractor
Hereinafter referred to as CONTRACTOR

Address of Contractor
Phone Number
Fax Number

I. PURPOSE

The purpose of this agreement is to provide:

Short Description of the Contract's Purpose

II. COMMENCEMENT AND DURATION OF PERFORMANCE

The contract is in effect as of , or the date the contract is signed by both parties, whichever is later. The District shall reimburse CONTRACTOR for those costs incurred in performance hereunder for that period between the beginning date of performance and the termination date of Date .

III. PAYMENTS

CONTRACTOR will be paid

This contract is funded in the not-to-exceed amount of .

IV. RESPONSIBILITIES OF THE CONTRACTOR

By accepting the contract, the CONTRACTOR agrees to perform the following functions and duties:

List Responsibilities of Contractor

V. RESPONSIBILITIES OF THE DISTRICT

In order to assist the CONTRACTOR in providing services, the District shall perform the following responsibilities:

List Responsibilities of District

VI. CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this contract.

VII. INDEMNIFICATION/HOLD HARMLESS

The contractor 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 CONTRACTOR'S performance of this contract, except for injuries and damages caused by the sole negligence of the District.

VIII. LICENSING AND ACCREDITATION STANDARDS

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary to the performance of this contract.

IX. INCORPORATION OF GENERAL TERMS AND CONDITIONS

This contract includes and incorporates as if fully set forth herein the GENERAL TERMS AND CONDITIONS, which are attached hereto and marked "Attachment A."

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

Franklin Pierce Schools

Contractor's Printed Name

_____

Superintendent or Designee Signature

_____

Contractor Signature

Date (Mo./Day/Year)

Date (Mo./Day/Year)

Account Number

Engrossed House Bill 2391 passed in 2007, creating new Early Retirement Factors (ERF) and new Retiree Return to Work rules for members that choose to retire under the 2008 ERF. Are you an early retiree under ERF 2008?

☐ **YES** ☐ **NO**

If yes, the Contractor must complete a Retirement Status Form, which can be obtained from the Payroll Department.

Completed W9 on File?

☐ **YES** ☐ **NO**

Franklin Pierce Schools does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Questions and complaints of alleged discrimination should be directed to Brandy Marshall, Compliance Coordinator for State and Civil Rights Laws; Marie Laban, Title IX Officer; or John Sander, 504/ADA Coordinator at 315 129th St S, Tacoma, WA 98444-5099 or at (253) 298-3000.

Claim for Payment

Contractor Name and Address

Name and Address

☐ Partial Payment ☐ Final Payment Acct. Number Account Number

I certify that the Contractor rendered services on the date(s) within this contract and payment of $

Should be rendered at this time**.** (Work must be completed prior to final payment.)

_____ _____

Contractor Signature Date

_____ _____

Budget Administrator ASB Treasurer (if applicable)

Date of Service	Type of Service	Hrs./Days Worked	Rate of Pay	Total Amt.
Date	Type of Service	Hrs./Days Worked	Rate of Pay	Total Amt.

Total Dollar Amount

Attachment A

GENERAL TERMS AND CONDITIONS

1. **Alterations and Amendments**. This agreement may be amended only by mutual agreement of all parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

2. **Assignment.** Neither Franklin Pierce School 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.

3. **Certification Regarding Debarment, Suspension, and Ineligibility.** 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.

4. **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 Franklin Pierce School District of the change. Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

5. **Confidentiality.** The Contractor acknowledges that student data, material and information which originates from this contract, and the student assessment data, material and information which will come into its possession in connection with performance under this contract, consists of confidential data owned by Franklin Pierce School District or confidential personally identifiable data 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 disclosure.

6. **Disputes.** In the event that a dispute arises under this contract, the parties agree the dispute shall be submitted to a mediator in advance of litigation. After mediation has occurred, the prevailing party in any legal action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action, as determined by the court.

7. **Entire Agreement.** This written contract constitutes the mutual agreement of the Contractor and Franklin Pierce School District in whole. No alteration or variation of the terms of this contract and no oral understandings or agreements not incorporated herein shall be binding.

8. **Governing Law.** This contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Pierce County.

9. **Independent Capacity.** The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his/her employees or agents performing under this contract are not employees or agents of Franklin Pierce School District. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the Franklin Pierce School District by reason hereof, nor will the Contractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

10. **Indemnification/Hold Harmless.** Each party shall defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of injuries and damages cause by each party's own negligence.

11. **Insurance**

    a. **Commercial General Liability**. The contractor shall provide Commercial General Liability insurance written on an occurrence basis with limit no less than $1,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to: blanket contractual; products/completed operations; broad form property damage; and employer's liability.

    b. **Proof of Insurance.** Certificates and or evidence satisfactory to Franklin Pierce School District confirming the existence, terms and conditions of all insurance required above shall be delivered to Franklin Pierce School District within five (5) days of the Contractor's receipt of a request for proof. The policy(ies) of insurance required to 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 thirty (30) days written notice being given to Franklin Pierce School District.

    Franklin Pierce School District shall be named as an additional insured on the Contractor's policies as set forth above, and a copy of the endorsement naming Franklin Pierce School District as additional insured shall be attached to the Certificate of Insurance. Franklin Pierce School District reserves the right to receive a certified copy of all required insurance policies.

12. **Payments.** No payments in advance or in anticipation of services to be provided under this contract shall be made by Franklin Pierce School District. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported invoice 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 under Responsibilities of Franklin Pierce School District and (2) Acceptance and certification by Franklin Pierce School District of satisfactory performance by the Contractor.

    Except as otherwise provided in this contract, (1) All approvable invoices for payment due to the Contractor shall be paid within thirty (30) calendar days of District approval for payment, and (2) All expenses necessary to the Contactor's performance of this contract shall be borne in full by the Contractor.

    Contractor must submit invoices within 30 days of providing services. Invoices submitted after this date may be subject to non-payment.

13. **Registration with Department of Revenue.** The Contractor shall be registered with the Department of Revenue and be responsible for payment of all taxes due on payment made under this contract.

14. **Records, Documentation and Reports.** The Contractor shall maintain complete financial reports 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 for five years after termination of this agreement. Upon termination, Franklin Pierce School District is entitled to full recovery of all Franklin Pierce owned equipment, books and other educational supplies.

15. **Access to Data.** The Contractor shall provide access to data generated under this contract to Franklin Pierce School District and the State Auditor at no additional cost. This includes, but is not limited to access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

16. **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 that can be given effect without the invalid provision, and to this end, the provisions of this contract are declared to be severable.

17. **Subcontracting.** The Contractor shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of Franklin Pierce School District.

18. **Termination for Convenience.** Except as otherwise provided in this contract, Franklin Pierce School District 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, Franklin Pierce School 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. Contractor may terminate this contract with 30 days written notice.

19. **Compliance with Rules and Laws**. The parties shall comply with all laws, ordinances and regulations of governmental bodies applicable to the program as well as applicable local policies and procedures. Franklin Pierce School District is a tobacco free, drug free, and weapon free environment. All personnel shall conform to this policy at all times while on Franklin Pierce School District premises.

20. **Equal Employment.** Franklin Pierce School District is an equal opportunity employer and is covered by the Title VII of the Civil Rights Act of 1964, as amended, the Washington State Law against discrimination and Presidential Executive Order #11246. In entering this contact, vendors and suppliers assure Franklin Pierce School District that they will comply with aforementioned statutory provisions as required by law.

21. **Employees Convicted of Crimes Involving Children.** Contractor is to prohibit any employee from working at a public school who has contact with children at a public school during his or her employment and who has pled guilty to or been convicted of crimes as listed in RCW 28A.4000.330. Failure to comply with this section shall be grounds for immediate termination of contract.

22. **Unsupervised Access to Students**. Any employee or agents of either party providing services who will also have unsupervised access to children shall be required to have successful completion of a background record check through the WA State Patrol and a disclosure statement regarding any other criminal involvement. Each party shall be responsible for their costs associated with the background checks.

Independent Contractor Test

To sign a contract for services with Franklin Pierce, an individual must meet all parts of the six-part test. If there is any one of the six parts that are not met, the individual does not qualify as an independent contractor and would need to go through the hiring process as an employee. Please circle each number below to indicate the individual meets the independent contractor criteria.

Washington State Six Part Test:

1. Control of work – If the District directs the work details (when, how and where), then the person should be an employee and not put on a personal services contract.
2. Degree of supervision – If supervised, then the person should be an employee.
3. District business – IF work involved is part of the District's normal business, then the person should be an employee.
4. Equipment – If the District furnishes equipment, supplies, etc. for doing the work, then likely an employee.
5. Place of business – When the person maintains a separate business location and has a business license, likely an independent contractor.
6. Duration of work – If the relationship can be terminated by one or both parties, likely an independent contractor. Even part time or seasonal work can be seen as making an employee relationship.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they