

CONTRACT FOR PERSONAL SERVICES
between

Contract Number: _____

WALLA WALLA PUBLIC SCHOOLS
(hereinafter referred to as District)
364 S. Park Street
Walla Walla, WA 99362

and Name _____
Address _____
Address _____

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

1. **CONSULTANT RESPONSIBILITIES.** Consultant shall perform the following duties to the satisfaction of the District Superintendent or his/her designee: **If the consultant or any employees of the consultant will have regularly scheduled unsupervised access to children, background checks including fingerprinting is required. :-**

Invoices are required within 30 days of activity

2. **DISTRICT RESPONSIBILITIES.** In consideration of the Consultant's satisfactory performance of the responsibilities set forth herein, the District shall compensate the Consultant upon completion of services as follows: **[Payment will be made after the next regular meeting of the District Board of Directors, following completion of project and submittal of all required substantiating documents.]**

3. **INDEPENDENT CONTRACTOR STATUS OF CONSULTANT.** Consultant and Consultant's employees shall perform all duties pursuant to this Contract as an independent contractor. The Consultant certifies they are filing a schedule of expenses with the Internal Revenue Service, have established an account with the Washington State Department of Revenue and other appropriate state taxing agencies, and are maintaining a separate set of records for their business.

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 employees' or agents' performance or failure to perform duties pursuant to the Contract, shall be Consultant's sole obligation.

5. **TERMINATION.** This Contract may be terminated by the District 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 therein for uncompensated services which have been performed as of termination.

6. **SUSPENSION OR DEBARMENT.** Consultant hereby attests that they, nor any sub-recipient vendors in relation to this contract, are not suspended or debarred from entering into government contracts.

7. **VERBAL AGREEMENTS.** This written Contract constitutes the mutual agreement of Consultant and the District in whole. No alteration or variation of the terms of the Contract and no oral understanding or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

8. **CRIMES AGAINST CHILDREN.** RCW 28a.400.330 prohibits the consultant and any employee of the consultant from working at a public school who has contact with children at a public school during the course of his/her employment and who has pled guilty to or been convicted of any felon crime specified under RCW 28A.400.322. Failure to comply with this section shall be grounds for the school district to immediately terminate this contract.

9. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Washington.

EFFECTIVE DATE-DURATION. This Contract shall commence on _____ and shall terminate at midnight on _____
IN WITNESS WHEREOF, the District and the Consultant have executed this Contract consisting of one page.

CONSULTANT

W-9 Must Be Attached

WALLA WALLA PUBLIC SCHOOLS

By _____ Date _____

Business Manager Signature _____

Social Security # or IRS Tax ID # _____
AND

Building Administrator or Department Supervisor Signature _____

Washington State Department of Revenue
TAX ID # _____

Account Code _____ Amount _____

Who certifies he/she is the Consultant identified herein, or
A person duly qualified and authorized to bind the Consultant
So identified in the foregoing Contract.