



CONTRACTUAL SERVICE AGREEMENT

Independent Contract Personal Services Agreement

Contractor's Legal Name:	Sarah George
Address:	[REDACTED]
Contact Telephone Number:	[REDACTED]
Social Security or Federal Tax ID #:	[REDACTED]
Washington State Department of Revenue UBI#:	N/A
Email:	georgesa@woodlandschools.org

SERVICES TO BE PROVIDED, TIMELINE AND COSTS

For and in consideration of the sum of \$5000 dollars (may be estimated if rate is hourly) plus state sales tax, if applicable, the Contractor agrees to provide Woodland Public Schools (hereinafter "District") the following scope of work:

Services to be provided	Deliverable/Due Dates	Number of Hours if paid Hourly (May be estimated)	Effective Dates Of Contract
<i>Provide on-site teaching and consultation to visually impaired students identified by the Special Education Dept.</i>	<i>As directed by student's IEPs.</i>	<i>Services to be billed at \$150 per hour.</i>	<i>From: <u>8/28/2023</u> To: <u>6/24/2024</u> Unless terminated as provided for herein</i>

Is the Contractor, or any principal of the organization, a retiree of one of the Washington State Retirement Systems? Y/N: N if yes, did you retire before age 65 using the Early Retirement Factors? Y/N: N

TERMS AND CONDITIONS:

Independent Contractor Status: The District and Contractor agree that the Contractor and Contractor's employee(s) and agent(s) are not employees of Woodland Public Schools. Contractor and Contractor's employee(s) and agent(s) shall provide the results required in this agreement as an independent contractor. Woodland Public Schools shall not control or supervise the manner in which this agreement is performed. Contractor shall be responsible for paying and withholding unemployment, workers compensation and employment taxes if applicable for Contractor and Contractor's employee(s).

Indemnification: The Contractor shall protect, indemnify and save the District harmless from and against any damage, cost or liability for injury or death to persons or damage to or destruction of property arising out of work performed under this contract, except for the sole negligence of the District.

Termination: This agreement may be terminated by Woodland Public Schools with or without reason upon written notification thereof to the Contractor. In the event of termination by Woodland Public Schools, Contractor shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services which have been performed as of termination and to the reimbursement of expenses incurred as of termination, but solely to the extent such expenses are reimbursable pursuant to the provisions of the agreement. Contractor may terminate this agreement if the District violates the terms of this agreement and fails to remedy the violation within 30 days of receiving written notice from the Contractor.

Agreement Alterations: This written agreement constitutes the mutual agreement of the Contractor and the District in whole. No alteration or variation of this agreement unless made in writing between the parties hereto, shall be binding. In the event any clause within this contract should be declared invalid, the remaining portions of the contract will continue to remain in force.

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Assignment and Sub-grants: Contractor shall not subcontract or assign any of its rights or obligations under this Agreement without the signed written consent of the District. If the District agrees in writing to allow Contractor to subcontract or assign any of Contractor's obligations, assignees or subcontractor shall comply with all the terms in this Agreement and Contractor shall be responsible for ensuring its assignees or subcontractors compliance.

Insurance: Contractor shall be responsible for their own insurance. Contractors who will be providing direct services to students or the general public on the school district's behalf are required to provide a Certificate of Insurance evidencing Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage.

Applicable Law: This agreement shall be governed by all Washington State and Federal laws including RCWs 28A.400.303, 28A-400.330, 9A.32, 9A.36, 9A.42, 9A-44, 9A.64.030, 9A.88 or any other current laws relative to record checks, crimes against children, or conditions required for working with children.

Pursuant to RCW 28A.400.303, any contractor who will have unsupervised access to children under this agreement shall be required to have successful completion of a background check through the Washington State Patrol Criminal Identification System, under RCW 43-43.830-834, RCW 10.97.30 & .50, and through the Federal Bureau of Investigation prior to contracting with the District and prior to unsupervised access to children. Upon approval by the Purchasing Department, when necessary, contracts may commence on a conditional basis pending completion of the background checks.

Contractor shall not utilize any employee (or subcontractor or their employees) at the District site or allow any contact between school children and any employee when an employee has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under 9A.64.030 RCW, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the District to immediately terminate this agreement.

Tobacco, alcohol, drugs, and weapons are prohibited on school grounds.

Any claim, suit, or other legal action pertaining to this Contract shall be brought under the laws of the State of Washington in Cowlitz County, Washington.

Confidentiality: In providing services under this Contract, Contractor may have access to personally identifiable education records and confidential information regarding District students or staff (collectively referred to as "Confidential Information"). Contractor agrees that they will maintain the confidentiality of Confidential Information. The use or disclosure of any Confidential Information for any purpose not directly connected to Contractor's services under this Contract is strictly prohibited except where required or authorized by law.

Discrimination: The Contractor assures the District that the Contractor complies with all state and federal guidelines and/or regulations and does not discriminate on the basis of race, color, national origin, gender, age, veteran's status, disability, or any other protected group under the law.

Invoice/W-9: Contractor will provide an original invoice(s) for services performed prior to payment. Contractor will also provide a completed IRS Form W-9, to be provided to the District at the execution of this contract and/or in the event the IRS releases a revised form.

Payment: Payments are made monthly through the Business Services Office. The District will not prepay for services. The total amount the District will pay is inclusive of all expenses unless agreed upon in this contract and pre-approved by the District. Invoices should be submitted to the address below and must be approved by the District prior to payment being issued. Contractor must notify the District if he/she intends to pick up their payment, otherwise the payment will be mailed to the address provided on the W-9 form. Payments to Contractor will, where appropriate, be subject to 1099 reporting.

Conflict of Interest: Current employees of Woodland Public Schools may not enter into a contractual services agreement with the District. The Contractor shall not receive compensation from more than one political subdivision of the state of Washington for the same hours worked. If the Contractor is providing services to another organization that are the same as the services Contractor is providing to the District and is being compensated by the other organization, the amount the District paid for the services constitute an Overpayment, which shall be withheld from future payments or reimbursed to the District.

Records: Contractor shall maintain books, records, documents, data and other evidence compiled and related to the performance of the services required in this Agreement and any data that substantiates the payment amount requested, including receipts for incurred expenses. The records shall be retained for a period of seven (7) years following completion of the Agreement. At no additional cost, Consultant shall provide the District access to and copies of any records.

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Intellectual Property: Any materials Contractor produces in connection with this Agreement shall be considered “works made for hire” as defined by the United States Copyright Act and will be owned by the District. District will be considered the author of such materials. To the extent materials being produced in connection with this Agreement are found not to be “works made for hire,” Contractor hereby irrevocably assigns all right, title and interest in such materials, including intellectual property rights, to District effective from the moment of creation. Consultant shall not use any materials produced for District in connection with this Agreement without obtaining the District’s prior written consent.

Waiver: No provision in this Agreement or the right to receive reasonable performance of any obligation in this Agreement shall be deemed waived.

Contractor's Signature: Contractor and Contractor's employee(s) or agent(s) signing this document certifies that he/she is the person duly qualified and authorized to bind the Contractor so identified to the foregoing agreement and, under penalty of perjury, certifies that all information provided including the federal tax identification or social security account number is truthful and correct.

Executed this 12 day of October, 2023

WOODLAND PUBLIC SCHOOLS

CONTRACTOR

Authorized Signature

Signature

Michael Green

Print Name

Print Name

Superintendent

Title

Title

For District Use Only: *Contract may cover up to one fiscal year of activity. Contracts must be signed by building Principal or Director. Contracts in excess of \$10,000 must be routed for signature in accordance with current signature policy.*

Requisition # _____ Contract# _____ (PO#)

Account Code(s) _____

One Time Contract On-going Contract

Send original contract to Purchasing. Schools/Departments shall retain a copy. Executed copy will be sent to Contractor by Purchasing.