

# AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

## BETWEEN

Eastmont School District No. 206  
(Hereinafter referred to as Eastmont School District)  
460 9<sup>th</sup> Street NE, East Wenatchee, WA 98802  
(509) 884-7169 FAX (509) 884-4210

AND

\_\_\_\_\_  
Name (Hereinafter referred to as Contractor)

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone

In consideration of the promises and conditions contained herein,  
Eastmont School District and Contractor do mutually agree as follows:

### DUTIES OF THE CONTRACTOR, EFFECTIVE DATE, AND DURATION

Contractor shall perform the following duties to the satisfaction of Eastmont School District

- A. General objective(s) of this contract shall be:
- B. Contractor will do the following in order to accomplish the general objectives:
- C. Contractor will complete any additional documents required by this contract.
- D. Following its approval by the Superintendent of Eastmont School District, this agreement shall commence and be effective for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_, with the exception of Sections III and V on page 2, which will continue to bind the parties, their heirs, and successors.

### DUTIES OF EASTMONT SCHOOL DISTRICT

In consideration of the Contractor's satisfactory performance of the duties set forth herein and submission of a properly completed claim form, Eastmont School District shall compensate the contractor as shown below.

Description of Service	Total
In addition to the contracted duties outlined above, all expenses incurred (i.e., mileage, meals, materials, supplies) to fulfill the contract obligations are the sole responsibility of the contractor and do not qualify for reimbursement by the ESD.	

Contractor's properly prepared claim for reimbursement will consist of:

\_\_\_\_\_  
Budget Account Code

In witness whereof, the Superintendent of Eastmont School District and the Contractor have read, understand, and executed this entire agreement.

**Eastmont School District**

**Contractor's Signature and Certification**

\_\_\_\_\_  
Superintendent (or Designee)

\_\_\_\_\_  
Date \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

**Original copy to be signed and returned to Eastmont School District Business Office prior to the commencement of services.**

Business License No. \_\_\_\_\_ State \_\_\_\_\_  
(See Sections XII and XIII on reverse for information on backup withholding certification and explanation of option to void.)

## I. PAYMENTS

- A. All payments to the Contractor shall be conditioned upon:
1. Submission of detailed invoices which support that performance has been rendered for which payment is requested and
  2. Performance is to the satisfaction of Eastmont School District or its designee, provided that approval shall not be unreasonably withheld.
- B. Interim payments during the contract are allowed as specified.
- C. Any data specified herein for payment(s) to Contractor shall be considered extended as necessary to process and deliver a warrant for the amount(s). Such extension will be not greater than forty-five (45) days following completion of the service and receipt of an appropriate invoice, whichever occurs later.

## II. PROHIBITION AGAINST ASSIGNMENT

Neither this contract nor any interest therein may be assigned by either party without first obtaining the consent of the other party.

## III. OWNERSHIP OF WORK PRODUCTS AND RESTRICTION AGAINST DISSEMINATION

If the Contractor is required by this Contract to develop a concept or product for Eastmont School District, then all correspondence, papers, documents, reports, files, film work products (inclusive of intellectual concepts and properties), and all copies thereof which are received or developed by the Contractor and Contractor's employee(s) and agent(s) in the course of performing, or as incident thereto, Contractor's duties pursuant to the agreement shall, immediately upon receipt, preparation, or development, become the exclusive property of Eastmont School District in perpetuity for any and all purposes. All items described above shall be provided to and left with the Eastmont School District. When Eastmont School District obtains such rights, the Contractor and Contractor's employees and agent(s) shall not, without prior written approval of Eastmont School District, either during the term of this agreement or at any time thereafter, directly or indirectly disclose or give to any person, firm, partnership, corporation, agency or political subdivision; any state or federal government; any educational agency, institution, or organization any portion of the above-described items and properties or any information acquired in the course of or as an incident to the performance of contracted duties hereunder, for any purpose or reason.

## IV. COPYRIGHT

The Consultant/Contractor shall be responsible for the acquisition of any necessary copyright releases for materials used in the performance of services under this Contract. This shall not include materials originated under this Contract to which ownership belongs to the Eastmont School District, as discussed in the previous section.

## V. INDEMNIFICATION

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Contractor or its employee's(s') or agent's(s') performance or failure to perform duties pursuant to the agreement, shall be the Contractor's sole obligation and the Contractor shall indemnify and hold harmless the Eastmont School District in full for any and all such acts or failures to act on the part of the Contractor or its employee(s) or agent(s).

## VI. MALPRACTICE INSURANCE

All Contractors providing services to minors must have valid malpractice insurance coverage. Upon request by Eastmont School District, Contractor must be able to show evidence of such coverage.

## VII. TERMINATION

This agreement may be terminated by Eastmont School District or any designee thereof at any time, with or without reason, upon written notification thereof to the Contractor. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by Contractor as of midnight of the second day following the date of its posting in the United States mail addressed as first noted herein in the absence of proof of actual delivery to and receipt by Contractor by mail or other means at an earlier date and/or time. In the event of termination by Eastmont School District, 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 provision of the agreement.

## VIII. VERBAL AGREEMENTS

This written agreement constitutes the mutual agreement of Contractor and Eastmont School District in whole. No alteration or variation of the terms of this agreement and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

## IX. APPLICABLE LAW

This agreement shall be governed by the laws of the State of Washington. Venue for this contract will be Douglas County of the State of Washington.

## X. NONDISCRIMINATION

No person shall on the ground of race, creed, color, national origin, marital status, handicapping condition, or sex be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any activity performed pursuant to this agreement.

## XI. BACKGROUND CHECKS

Contractors who may during the activities of this contract work with persons under the age of 16 years shall, as part of this contract, complete background check forms submitted by Eastmont School District.

## XII. CONFLICT OF INTEREST

Neither the Contractor nor Contractor's employee(s) shall perform any duty pursuant to this agreement in which duty he/she may have participated as an employee of the Eastmont School District.

## XIII. FEDERAL BACKUP WITHHOLDING INFORMATION/OPTION TO VOID

The Contractor certifies to Eastmont School District that the Contractor is not subject to backup withholding (20% of the gross proceeds of this contract) under section 3406 (a)(1)(c) of the internal revenue code. The Contractor agrees to notify Eastmont School District in writing if this information is not true. If, at a time it is determined that the Contractor is subject to backup withholding, this contract is voidable, in its entirety or partially, at the option of Eastmont School District.

## XIV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

If federal funds are the basis for this contract, 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.

## XIV. CONTRACTOR'S SIGNATURE

Contractor and/or 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 the federal tax identification number provided is correct.