

### CONTRACT FOR PERSONAL SERVICES EMPLOYMENT

#### 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 Employee)

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

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

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

\_\_\_\_\_  
Telephone

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

Employee shall perform the following duties to the satisfaction of Eastmont School District or its designee

- A. General objective(s) of this contract shall be:
- B. Employee will do the following in order to accomplish the general objectives):
- C. Employee 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 IV on the reverse side, which will continue to bind the parties, their heirs, and successors.

#### DUTIES OF EASTMONT SCHOOL DISTRICT

In consideration of the Employee's satisfactory performance of the duties set forth herein and submission of a properly completed claim form, Eastmont School District shall compensate the Employee as shown below. Wages earned under this contract are subject to state industrial insurance and unemployment taxes and federal social security and income taxes.

CONTRACT WAGES	Description of Service	Total

OTHER	Description	Total
		\$
		\$
		\$
		\$

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

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

**Eastmont School District**

**Employee's Signature and Certification**

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

\_\_\_\_\_  
Date

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

Social Security \_\_\_\_\_ Date of Birth \_\_\_\_\_  
(See Sections XI and XII on reverse for information on backup withholding certification and explanation of option to void.)

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

(See page 2 for additional terms and conditions)

## 1. PAYMENTS

- A. All payments to the Employee 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 Employee 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 Employee 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 Employee agent(s) in the course of performing, or as incident thereto, Employee'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 Employee and Employee's 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. INDEMNIFICATION

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Employee or its agent's(s) performance or failure to perform duties pursuant to the agreement, shall be the Employee's sole obligation and the Employee 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 Employee or its employee(s) or agent(s).

## V. 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 Employee. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by Employee 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 Employee by mail or other means at an earlier date and/or time. In the event of termination by Eastmont School District, Employee 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.

## VI. VERBAL AGREEMENTS

This written agreement constitutes the mutual agreement of Employee 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.

## VII. APPLICABLE LAW

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

## VIII. 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.

## IX. BACKGROUND CHECKS

Employees 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.

## X. CONFLICT OF INTEREST

Neither the Employee nor Employee'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.

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

The Employee certifies to Eastmont School District that the Employee 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 Employee agrees to notify Eastmont School District in writing if this information is not true. If, at a time it is determined that the Employee is subject to backup withholding, this contract is voidable, in its entirety or partially, at the option of Eastmont School District.

## XII. EMPLOYEE'S SIGNATURE

Employee and/or Employee's agent(s) signing this document certifies that he/she is the person duly qualified and authorized to bind the Employee so identified to the foregoing agreement, and under penalty of perjury certifies the social security account number provided is correct.