

PUR-0028b
Rev. 10/2023

Marysville School District #25
4220 80th Street NE
Marysville, WA 98270
(360) 965-0106

Contract #: _____
PO #: _____
Org. PO _____
Amt: _____
Vendor #: _____

Agreement for Personal/Professional Services

It is agreed to by the Marysville School District # 25 and,		Date: October 20, 2023	
Contact Name: _____	_____	• Contractor is on the "Excluded Parties List System" (EPLS) @ Yes No https://www.sam.gov	
Title _____	_____	• Contractor has returned a signed certification of Debarment to MSD. Yes No	
Company Name: _____	_____	• Contractor has / has not been debarred? Has Not	
Mailing Address: _____	_____	Account Code: _____	
_____	_____	Default Entity: _____	
City State Zip	_____	Building/Dept: _____	
E-mail Address: _____	_____	Initiated by: _____	
SS, EIN, UBI, Tax #:	_____	Approved by: _____	
Phone: _____	_____	Date Approved: _____	
Day Fax	_____	_____	
To perform the following services specified herein.		_____	

Services To Be Performed:

A. _____

B. Time Dates(s): _____
Period Time(s): _____

C Fee/Payment Schedule: _____
.
Upon billing for each month's services, unless otherwise stated, this agreement will be authorized for payment by the MSD Business Office during the next regular accounts payable cycle.

D. Additional _____
Information/Comments: _____

E. _____
Contractor's Signature _____ * MSD Superintendent or Designee Signature
Title _____ Title
Date _____ Date

*** IMPORTANT: Contract valid only upon approval by Superintendent or Designee**

Marysville School District Use Only

Contract Fulfilled – Payment Authorized

Administrator's Signature

Date

PAYMENTS

All payments to the Contractor shall be conditioned upon:

submission of detailed invoices which support that performance has been rendered for which payment is requested and performance is to the satisfaction of Marysville School District #25 or its designee, provided that approval shall not be unreasonably withheld.

Interim payments during the contract are allowed as specified.

Any date 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 not be greater than thirty (30) days following completion of the service and receipt of an appropriate invoice, whichever occurs later.

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.

OWNERSHIP OF WORK PRODUCTS AND RESTRICTION AGAINST DISSEMINATION

If the Contractor is required by this Contract to develop a concept or product for Marysville School District #25, 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 Contractor and Contractor's employees 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 Marysville School District #25 in perpetuity for any and all purposes. All items described above shall be provided to and left with Marysville School District #25. When Marysville School District #25 obtains such rights, the Contractor and Contractor's employee(s) and agent(s) shall not, without prior written approval of Marysville School District #25, 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 of the performance of contracted duties hereunder, for any purpose or reason.

INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR

Contractor and Contractor's employee(s) and agent(s) shall perform all duties pursuant to this agreement as an independent Contractor. Marysville School District #25 shall not control or supervise the manner in which this agreement is performed nor withhold or pay taxes on behalf of Contractor and Contractor's employee(s) or agent(s).

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 Marysville School District #25 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).

TERMINATION

This agreement may be terminated by Marysville School District #25 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 Marysville School District #25, Contractor shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services which have been performed as a 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.

VERBAL AGREEMENTS

This written agreement constitutes the mutual agreement of Contractor and Marysville School District #25 in whole. No alteration or variation of the terms of this agreement and no oral understandings not incorporated herein, unless made in writing between the parties hereto, shall be binding.

APPLICABLE LAW

This agreement shall be governed by the laws of the State of Washington.

NONDISCRIMINATION

No person shall on the ground of race, creed, color, national origin, marital or family status, disability, gender, 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.

NON-DISCLOSURE STATEMENT

Keep educational information and records provided by the school confidential and protected from viewing or access by persons who have no direct role in case planning or services for the student. Family Educational Rights and Privacy Act (FERPA); (20 U.S.C. § 1232g; 34 CFR Part 99).

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 Marysville School District #25.

CONFLICT OF INTERESTS

Neither the Contractor nor the Contractor's employees shall perform any duty pursuant to this agreement in which duty he/she may have participated as an employee of the Marysville School District #25.

FEDERAL BACKUP WITHHOLDING INFORMATION/OPTION TO VOID

The Contractor certifies to Marysville School District #25 that the Contractor is not subject to backup withholding (31% of the gross proceeds of this contract) under section 3406(a)(1)(c) of the Internal Revenue Code. The Contractor agrees to notify Marysville School District #25 in writing if this information is not true. If, at any 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 Marysville School District #25.

CONTRACTOR'S SIGNATURE

Contractor and/or Contractor's employee(s) and 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 identification number and/or social security number(s) provided is correct.

CRIMES AGAINST CHILDREN

The contractor shall prohibit any employee or subcontractor of the contractor from working at a public school, or who has contact with children at a public school during the course of his or her employment, who has pled guilty to or been convicted of any felony crime specified under RCW 26A.400.322, or any crimes against children. Any failure to comply with this section shall be grounds for the district immediately terminating the contract.