

**CONTRACT FOR PERSONAL SERVICES
BETWEEN
MERCER ISLAND SCHOOL DISTRICT #400**

(hereinafter referred to as "District")

4160 86th Avenue SE
Mercer Island, WA 98040

AND

(hereinafter referred to as "Consultant")

(street address)

(city - state - zip)

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

I. DUTIES OF CONSULTANT

Consultant shall perform the following duties to the satisfaction of the District's designee:

A. The general objective(s) of this contract shall be as follows:

B. In order to accomplish the general objective(s) of this agreement, Consultant shall perform the following specific duties:

C. The time schedule of Consultant's duties shall be as follows:

II. DUTIES OF THE DISTRICT

In consideration of Consultant's satisfactory performance of the duties set forth herein, the District shall compensate Consultant as follows:

The Mercer Island School District agrees to compensate consultant with total compensation not to exceed \$ _____ for the contract period **upon receipt of invoice.**

Payment shall be made monthly upon consultant's compliance with the terms and conditions of this agreement and presentation of a written statement specifying the hours and work completed.

III. INDEMNITY

Consultant shall indemnify and hold harmless the District in full for any and all acts or failures to act on the part of Consultant and/or its employee(s) or agent(s).

IV. TERMINATION

- A. This Agreement may be terminated by the District, at any time, with or without reason, upon written notification thereof to Consultant. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by Consultant as of midnight of the second day following the date of its posting in the United States mail.
- B. In the event of termination by the District, Consultant shall be entitled to an equitable proration of the total compensation provided for herein for uncompensated services which have been performed as of termination and to the reimbursement of expenses incurred as of termination by the District solely to the extent such expenses are reimbursable pursuant to the provisions of this Agreement.
- C. Upon termination, materials and equipment provided by the District shall be promptly returned to the District.

V. DISPUTE RESOLUTION

Any dispute between the parties that the parties cannot informally resolve shall be submitted to mediation. When mediation is required, the parties shall cooperate in good faith in a mediation effort. If mediation fails, the exclusive venue of any litigation arising from or related to this Agreement shall be in King County in the State of Washington. This Agreement shall be governed by the laws of the State of Washington and applicable federal laws.

VI. NON-DISCRIMINATION

No person shall, on the grounds of race, creed, color, national origin, honorably discharged veteran or military status, sex, sexual orientation including gender expression or identity, religion, age, veteran or military status, disability, or the use of a trained dog guide or service animal by a person with a disability or non-program-related physical, sensory or mental disabilities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed pursuant to this Agreement.

VII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

A. Consultant certifies that to the best of its knowledge and belief that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department.

“Principals” for the purposes of this certification means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

B. Consultant shall provide immediate written notice to the District if at any time during the term of this Agreement, including any renewals hereof, if such certification was erroneous when made or has become erroneous by reason of changed circumstances.

Based on such notification, or if the District should determine at any time that this certification is false, the District reserves the right to review the status of the organization and if necessary, terminate this Agreement.

VIII. FEDERAL BACKUP WITHHOLDING INFORMATION

Consultant certifies to the District that Consultant is not subject to backup withholding under Section 3406(a)(1)(c) of the Internal Revenue Code. Consultant agrees to promptly notify the District in writing if this information is not true.

IX. NOTICES

Consultant shall promptly notify the District in writing upon the occurrence of (a) any circumstances that threaten or cause Consultant to be out of compliance with any of its obligations under this Agreement or any applicable law, (b) any potential health or safety threats to Student, or (c) any complaints pertaining to the services provided hereunder.

IN WITNESS THEREOF, the District and Consultant have executed this Agreement consisting of four pages plus any exhibit(s) incorporated herein by reference.

CONSULTANT

MERCER ISLAND SCHOOL DISTRICT #400

Consultant Signature

Tyrell Bergstrom, Executive Director of Finance

Signed this _____ day of _____, 20_____

Signed this _____ day of _____, 20_____

SUPERINTENDENT
(Contracts over \$10,000)

PRINCIPAL/DIRECTOR

Dr. Gary Plano, Superintendent

Principal/Director Signature

Signed this _____ day of _____, 20_____

Signed this _____ day of _____, 20_____