

FOR OFFICE USE ONLY  
DIVISION REVIEW \_\_\_\_\_  
FISCAL REVIEW \_\_\_\_\_  
PO NUMBER \_\_\_\_\_  
W-9 \_\_\_\_\_

**CONTRACT FOR PERSONAL OR PROFESSIONAL SERVICES**

**Between**

**EDUCATIONAL SERVICE DISTRICT 101  
1025 West Indiana Avenue  
Spokane, Washington 99205-4400  
(Hereinafter referred to as the ESD)**

**And**

**Nine Mile Falls School District No. 325  
W. 10103 Charles Road  
Nine Mile Falls, Washington 99206**

(Hereinafter referred to as the Consultant/Contractor)

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

**1.0 CONSULTANT/CONTRACTOR RESPONSIBILITIES**

Consultant/Contractor shall perform the following duties to the satisfaction of the ESD Superintendent or his designee:

**1.1** The objectives of this contract shall be as follows:

**1.1.1** To provide the District the opportunity to participate in School To Work training and activities during the period of the grant through September 30, 1996.

**1.2** In order to accomplish the objectives of this contract, the Consultant/Contractor shall perform the following specific duties:

**1.2.1** Provide teachers to attend two workshops on the School to Work program and related activities to be conducted on May 8, 1996 and during September 1996 at a date to be announced.

**1.3** Consultant/Contractor hereby acknowledges that this contract is a subcontract under the provisions of the School to Work grant and the contract to execute that grant for 1996 between ESD and Cheney School District #360. All records, books, documents, or reports maintained by the Consultant/Contractor are subject to review by the ESD at the ESD's option during the 8 a.m. to 5 p.m. workday. The School to Work grant is available for review by the Consultant/Contractor between 8 a.m. and 5 p.m. each workday. Compensation will be provided for a total of six substitute days.

## 2.0 ESD RESPONSIBILITIES

In consideration of the Consultant/Contractor's satisfactory performance of the responsibilities set forth herein, the ESD shall compensate and/or reimburse the expenses of the Consultant/Contractor as follows:

- 2.1 Total compensation and/or reimbursement of Consultant/Contractor expenses will not exceed the totals stated in paragraph 2.2 below.
- 2.2 The ESD shall compensate the Consultant/Contractor in accordance with the following payment schedule. If a properly executed Personal or Professional Services Claim Form and/or invoice is received by the ESD on or before the first day of the month, payment will be made at the end of the month.
  - 2.2.1 Consultant/Contractor shall be compensated at the total rate not to exceed two days @ \$75.00 per day for three staff. These expenses are to be charged to program account code 76-20-27-703-60.
- 2.3 All payments for compensation and/or expenses to the Consultant/Contractor shall be conditioned upon the Consultant/Contractor's submission of appropriate forms, vouchers, and/or invoices which support the performance or expenses incurred and for which payment is requested. Approval of all compensation and/or expense claims shall be conditioned upon the Consultant/Contractor's performance of responsibilities stated in paragraph 1.0 to the satisfaction of the ESD; provided that such approval shall not be unreasonably withheld.
- 2.4 Except as expressly provided herein, all expenses necessary to the Consultant/Contractor's satisfactory performance of this Contract shall be borne in full by the Consultant/Contractor.
- 2.5 Any date specified herein for payment(s) to the Consultant/Contractor shall be considered extended as necessary to process and deliver an ESD warrant for the amount(s).

## 3.0 PROHIBITION AGAINST ASSIGNMENT

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

## 4.0 INDEPENDENT CONTRACTOR STATUS OF CONSULTANT/CONTRACTOR

Consultant/Contractor and Consultant/Contractor's employees and agents shall perform all duties pursuant to this Contract as an independent contractor. The ESD shall not control or supervise the manner in which this Contract is performed nor withhold or pay any taxes (except Worker's Compensation) in behalf of Consultant/Contractor or Consultant/Contractor's employees or agents. Personal liability insurance is the responsibility of the Consultant/Contractor, and shall not be provided by the ESD.

## 5.0 INDEMNIFICATION

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Consultant/Contractor or Consultant/Contractor's employees or agents' performance or failure to perform duties pursuant to this Contract, shall be Consultant/Contractor's sole obligation, and Consultant/Contractor shall defend, pay costs of defense, indemnify and hold harmless the ESD and the ESD's employees and agents in full for any and all such acts or failures to act on the part of Consultant/Contractor or Consultant/Contractor's employees or agents.

## 6.0 DRUG FREE WORKPLACE

Consultant/Contractor and Consultant/Contractor's employees or agents shall perform all duties pursuant to the Contract in compliance with the intent of the Educational Service District 101 drug-free workplace policy and hereby acknowledges receipt of this policy as of the date this contract is signed.

## 7.0 CRIMINAL ACTIVITY

The Consultant/Contractor and Consultant/Contractor's employees or agents shall perform all duties pursuant to the Contract without conviction of any crime against persons, nor be found in any dependency action by a court in a domestic relations proceeding or in any disciplinary board final decision to have sexually assaulted or exploited any minor.

The Consultant/Contractor shall ensure that all individuals having unsupervised access to children in the performance of this agreement have no prior conviction, civil adjudications or disciplinary board final decisions which indicate that it is inappropriate for these individuals to be working with children.

## 8.0 TERMINATION

8.1 This Contract may be terminated by the ESD Superintendent at any time, with or without reason, upon written notification thereof to the Consultant/Contractor. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by Consultant/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 Consultant/Contractor by mail or other means at an earlier date and/or time.

8.2 In the event of termination by the ESD, Consultant/Contractor 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 but solely to the extent such expenses are reimbursable pursuant to the provisions of this Contract.

## 9.0 VERBAL AGREEMENTS

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

## 10.0 APPLICABLE LAW

This Contract shall be governed by the laws of the State of Washington. Venue shall be proper only in Spokane County, Washington.

## 11.0 NONDISCRIMINATION

No person shall, on the grounds of race, creed, color, national origin, sex or handicapping condition be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under activity performed pursuant to this Contract.

12.0 CONFLICT OF INTEREST

Neither the Consultant/Contractor nor any employee or agent of the Consultant/Contractor shall participate in the performance of any duty pursuant to this Contract in which duty such person has participated as an employee of the ESD.

13.0 EFFECTIVE DATE - DURATION

This Contract shall commence on the date signed by both parties and shall terminate at midnight on the 30th day of September 1996, with the sole exception of Section 5.0 (Indemnification) which shall continue to bind the parties, their heirs and successors. The Consultant/Contractor shall be allowed a reasonable extension of time upon the existence of a reasonably unforeseen circumstance not caused by any act or failure to act of the Consultant/Contractor, which renders the timely completion of the services impractical.

IN WITNESS WHEREOF, the ESD and the Consultant/Contractor have executed this Contract consisting of four pages.

CONSULTANT/CONTRACTOR

EDUCATIONAL SERVICE DISTRICT 101

Ilan Baumberger  
BY  
[Signature]  
TITLE  
\$ 8-26-76  
DATE

\_\_\_\_\_  
BY  
\_\_\_\_\_  
TITLE  
\_\_\_\_\_  
DATE

SOCIAL SECURITY# \_\_\_\_\_  
OR  
IRS TAXID# 91-1071551

Who certifies that he/she is the Consultant/ Contractor identified herein, or a person duly qualified and authorized to bind the Consultant/ Contractor so identified in the foregoing Contract.