

# La Conner School District

## Contract Services Agreement

### *Instructions for Staff Hiring a Contractor*

Contract Service Agreements require specific forms to be completed prior to forwarding to the Business Office. Please refer to the items enclosed.

#### NOTES:

- An individual who is contracted for personal services cannot be on the La Conner School District payroll, either as a permanent or substitute employee. If you wish to pay an employee for services, it must be paid through the regular payroll process.
- Please refer to the attached “Independent Contractor” information sheet to determine if the activity and person qualify as an independent contractor.
- The amount listed on the Contract Services Agreement and the purchase order is to be listed as the TOTAL amount for services. All expenses incurred by the contractor will be included on the year end Form 1099-MISC.

In order to process a Contract Services Agreement, the following must be completed and approved prior to services being rendered:

- Contract Service Agreement (instructions are on 2nd page of form)
- Independent Contractor Test (to be completed by individual)
- W-9 Form (to be completed by individual)
- District Purchase Order
- A copy of individual’s social security card, 941, or other document proving tax id number.

La Conner School District

Purchase Order # \_\_\_\_\_

# CONTRACT FOR SERVICES

Purchase Order Date \_\_\_/\_\_\_/\_\_\_

The undersigned individual or company agrees to furnish to La Conner School District the following services: \_\_\_\_\_

Contract Beginning Date \_\_\_/\_\_\_/\_\_\_ Contract Ending Date \_\_\_/\_\_\_/\_\_\_

Payment is to be made at the following rate \_\_\_\_\_ with a fixed total of \$ \_\_\_\_\_

	Account Code	Amount
Vendor Name (Please type or print neatly)	_____	_____
Street Address or PO Box	_____	_____
City, State, Zip	_____	_____
Phone Number	_____	_____

Tax Number Information	Signatures	
Social Security # or Federal Tax ID # <b>(Required)</b>	School/Dept Administrator	Date
	Budget Manager (if different)	Date

### ACCEPTANCE OF CONTRACT

NOTICE TO VENDOR: Vendor agrees by signature of contract that services are not to begin until approved purchase order has been issued and all forms completed. As part of this agreement between La Conner School District and the contractor, it is agreed that payment for services satisfactorily rendered, shall be mailed to the vendor or made available to the vendor within sixty days of receipt of properly completed invoice. All invoices must reference the purchase order number. Invoices should be sent to:

La Conner School District  
Attn: Accounts Payable  
PO Box 2103  
La Conner, WA 98257

If any individual violates the terms of the contract, that individual agrees it will indemnify, defend and hold harmless the La Conner School District from any liabilities and/or obligations resulting from said violation(s).

Vendor Signature \_\_\_\_\_

Date Signed by Vendor \_\_\_/\_\_\_/\_\_\_

## Contract Service Agreement Instructions for La Conner School District Staff use

This contract for services form is to be used for such services as workshops, consulting services, speaking engagements, etc.

1. A tax registration number is required for all contract service providers. Acceptable tax registration numbers are:

Federal Tax ID # (if a company or business) or  
Social Security # (if an individual)

2. Complete the Contract Services Agreement and obtain signature of individual
3. Individual must complete the W-9 form
4. Copy of Individuals social security card, 941 or other document proving tax id number
5. Individual must invoice the district upon completion of the services. The district will not pay from this contract.
6. Total cost of service should be indicated; do not itemize expenses

### STEP 1: PRIOR APPROVAL

- Prior to the performance of service, the prior approval section must be completed by the initiator listing name, address, phone and tax ID number of individual or organization, costs to be paid, services to be rendered, and budget code to be charged.
- Complete district purchase order
- Complete purchase order, contract services and agreement and W-9 form must be sent to the appropriate administrator for approval of the activity. If not approved, the administrator will return forms to the initiator.
- If approved, forms will be forwarded to the Business Office for verification of district policy, procedures, legal requirements and funding.
- When approved by all of the above, appropriate purchase order copies will be returned to the initiator. The initiator may now proceed with the contracted action.

### STEP 2: PAYMENT

After service or delivery is completed, the contracted party must submit a signed invoice to the Business Office, Attn: Accounts Payable. If contract requires several payments, an invoice may be submitted each time. Payment will be made available or mailed within sixty days of the completed invoice is received by the Business Office.

# INDEPENDENT CONTRACTOR

## Do They Meet the Test?

A person provides services to the school district either as an employee or under a service contract. There are specific guidelines provided by the IRS to determine if a person is an employee or an independent contractor. If a person is currently on the La Conner School District payroll, all services are paid through payroll. If services are requested from the district, the person must meet the following criteria to be determined an independent contractor. The district must use the following six part test in determining if the service to be provided meets the IRS and Department of L&I guidelines. The independent contractor **MUST MEET ALL 6 TESTS** before being considered as an independent contractor.

Please mark either Yes or No for each of the six questions.

Y	N	
		1. The contracted individual must be free from direction and control, both by contract and in fact. The contracted individual has the responsibility to deliver a finished product or service without the district having any supervision over the work hours or methods and details of performance except the deliverance of an agreed upon product by a certain date.
		2. Service is outside the normal course of business of the district. Services performed are different in nature than the service usually performed by the district.
		3. The individual is customarily engaged in the business for which the contract is written.  The individual must be independently established in business. Evidence of the independence may include:  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <ul style="list-style-type: none"> <li>-Possession of a valid business license</li> <li>-Advertisement to the public</li> <li>-Other customers or clients</li> <li>-An established office or place of business</li> </ul> </div> <div style="width: 45%;"> <ul style="list-style-type: none"> <li>-An opportunity to make a profit or suffer a loss in the business.</li> <li>-The business was functioning prior to the contract and will continue to operate following the completion of said contract.</li> </ul> </div> </div>
		4. On the effective date of the contract, the individual is responsible for filing a schedule of expenses with the IRS on the next applicable filing date, for the type of business under the contract.
		5. On the effective date of the contract, or within a reasonable period after, the individual has established an account with all state agencies requiring such registration or license. “Within a reasonable period” means prior to the performance of any service under the contract, or dates required by law.
		6. On the effective date of the contract, the individual is maintaining a separate set of books and records reflecting items of income and expense for his/her business.

I certify under penalty of perjury that the above is an accurate accounting of my status.

\_\_\_\_\_

Signature of Contractor

\_\_\_\_\_

Date