

- 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 and/or invoices, which support the performance for which payment is requested. Approval of all compensation claims shall be conditioned upon the Consultant/Contractor's performance of responsibilities stated in paragraph 1.0 to the satisfaction of NEWESD, 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 a NEWESD warrant for the amount(s).

3.0 PROHIBITION AGAINST ASSIGNMENT

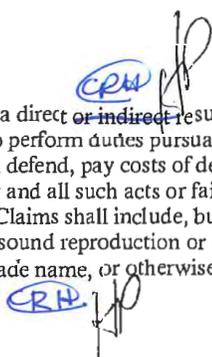
Neither this contract nor any interest therein may be assigned by either party without first obtaining the written consent of the other party.

4.0 INDEPENDENT CONTRACTOR STATUS OF CONSULTANT/CONTRACTOR

Consultant/Contractor and the Consultant/Contractor's employees and agents shall perform all duties pursuant to this contract as an independent contractor. NEWESD shall not control or supervise the manner in which this contract is performed nor withhold or pay any taxes on behalf of the Consultant/Contractor or the Consultant/Contractor's employees or agents. Personal liability insurance is the responsibility of the Consultant/Contractor and shall not be provided by NEWESD.

Consultant/Contractor certifies they are customarily engaged in the business for which this contract is written, that they are responsible for filing a schedule of expenses with the Internal Revenue Service on the next applicable filing date, that they have established an account with all state agencies requiring such registration or license and that they are maintaining a separate set of books and records reflecting items of income and expense for their business.

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 the Consultant/Contractor or the Consultant/Contractor's employees or agents' performance or failure to perform duties pursuant to this contract shall be the Consultant/Contractor's sole obligation, and the Consultant/Contractor shall defend, pay costs of defense, indemnify and hold harmless NEWESD and the NEWESD's employees and agents in full for any and all such acts or failures to act on the part of the Consultant/Contractor or the Consultant/Contractor's employees or agents. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. See insert 1. 

6.0 DRUG FREE WORKPLACE

Consultant/Contractor and the Consultant/Contractor's employees or agents shall perform all duties pursuant to the contract in compliance with the intent of the NorthEast Washington Educational Service District 101 Drug-Free Workplace Policy, attached as Appendix A, and hereby acknowledges receipt of this policy as of the date this contract is signed.

7.0 CRIMINAL ACTIVITY

Consultant/Contractor and the 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.

Consultant/Contractor shall ensure that the Consultant/Contractor and the Consultant/Contractor's employees or agents 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. Furthermore, the Consultant/Contractor shall require that the Consultant/Contractor and the Consultant/Contractor's employees or agents who have regularly scheduled unsupervised access to children are fingerprinted and checked through the Washington State Patrol (WSP) criminal identification system, prior to performing services under this contract.

8.0 TERMINATION

This contract may be terminated by the NEWESD 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 the ~~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 the ~~Consultant/Contractor~~ by mail or other means at an earlier date and/or time.

In the event of termination by NEWESD, the Consultant/Contractor shall be entitled to an equitable pro ration of the total compensation provided herein for uncompensated services, which have been performed as of the date of termination of this agreement.

9.0 VERBAL AGREEMENTS

This written contract constitutes the mutual agreement of the Consultant/Contractor and NEWESD 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 for any legal action shall be proper only in Spokane County, Washington.

Consultant/Contractor shall comply, where applicable, with the Contract Work Hours and Safety Standards Act and any other applicable federal and state statutes, rules and regulations.

Consultant/Contractor and the Consultant/Contractor's employees or agents shall inform NEWESD, in writing and prior to performing any services under this contract, if the Consultant/Contractor and the Consultant/Contractor's employees or agents are past or present Washington state employees. Written notification shall include the individual's name, social security number, date(s) of employment and last employer.

11.0 NONDISCRIMINATION

Consultant/Contractor assures NEWESD that its agency/~~labor union~~ will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against on the basis of race, color, national origin, gender, disability or sexual orientation. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX/Chapter 28A.640 RCW of the Education Amendments of 1972, as amended.

12.0 ETHICAL CONDUCT

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 NEWESD and the Consultant/Contractor shall ensure there are no violations of Chapter 42.23 RCW, Code of Ethics for Municipal Officers - Contract Interests.

Neither the Consultant/Contractor nor any employee or agent of the Consultant/Contractor shall participate in the performance of any duty or service pursuant to this contract that is in violation of the Ethics in Public Service law in RCW 42.17.130 related to campaign finances and lobbying and RCW 41.06.250 prohibiting the use of public resources for political activities.

13.0 DISPUTES

Notice of potential disputes between the Consultant/Contractor and NEWESD on the interpretation of the content of this contract or any appendices must be served in writing to the other party to this contract. There shall be an attempt to resolve the dispute, but if ~~resolution is not possible, each party shall submit their position and supporting documentation to the NEWESD Board of Directors, whose decision shall be final.~~ Please see [INSERT 2]

14.0 OWNERSHIP OF WORK PRODUCTS

Data that originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by NEWESD. Data shall include, but not be limited to, reports, documents, pamphlets, articles, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes ownership of all intellectual concepts and properties embodied in data, the right to copyright, patent or register data, and the right to transfer ownership of data.

This section shall not be construed to grant ownership to NEWESD for materials that were not originated under this contract. Materials generated prior to the beginning of this contract and/or not originated under this contract are not owned by NEWESD.

15.0 COPYRIGHT

Consultant/Contractor shall be responsible for the acquisition of any necessary copyright releases for materials used in the performance of services under this contract. ~~This shall not include materials originated under this contract to which ownership belongs to NEWESD, as discussed in the previous section.~~

16.0 RECORDS, DOCUMENTS AND REPORTS

Consultant/Contractor shall maintain books, records, documents and other evidence, which sufficiently and properly reflects all costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review or audit by personnel duly authorized by law, rule, regulation or contract. These records will be available in order to make audit examinations, excerpts and transcripts. The Consultant/ Contractor shall retain all books, records, documents and other materials relevant to this contract for six (6) years after settlement and make them available for inspection by persons authorized under this provision.

17.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

If federal funds are the basis for this contract, the Consultant/Contractor certifies ^{to the best of their knowledge} that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

18.0 EFFECTIVE DATE - DURATION

This contract shall commence on the 1st day of March, 2014 and shall terminate at midnight on the 30th day of April, 2014.

IN WITNESS WHEREOF, NEWESD and the Consultant/Contractor have executed this contract consisting of five (5) pages.

WASHINGTON STATE UNIVERSITY

NORTHEAST WASHINGTON EDUCATIONAL SERVICE DISTRICT 101

Christine R. Hoyt

Welenet Paroff

BY
Christine R. Hoyt
Contracts Manager
Washington State University

BY
Asst Supt

TITLE
2-24-14

TITLE
3/6/14

DATE

DATE

SOCIAL SECURITY # _____ SSN
OR
IRS TAX ID # _____ TAX ID

Washington State
Department of Revenue:
UNIFIED BUSINESS IDENTIFIER:
#600-028-936

Washington State
Department of Revenue:
UNIFIED BUSINESS IDENTIFIER:
UBI

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.



Appendix A

Handwritten initials in blue ink, possibly "C. Kelly".

Handwritten signature in blue ink, possibly "H.P.". The signature is written over the "Appendix A" text.

POLICY 423

SERIES 400 - PERSONNEL POLICIES

Date Adopted: 1/16/90

Date Revised: 5/17/05

Page 1 of 1

423 Drug-Free Workplace

The NEWESD recognizes its responsibility to maintain a drug-free workplace. In recognition of that responsibility and in order to be in compliance with the Drug-Free Workplace Act of 1988, no employee engaged in work shall unlawfully manufacture, distribute, dispense, possess or use without a valid prescription on or in any approved NEWESD building, premises, assigned work location or vehicle any alcoholic beverage, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance.

As a condition of employment each employee shall abide by the terms of the NEWESD policy respecting a drug-free workplace.

An employee who violates the terms of this policy may be suspended, discharged or nonrenewed in accordance with the provisions of board policy and state law.

An employee may be required to satisfactorily complete a drug rehabilitation or treatment program approved by the Superintendent or designee, at the employee's expense. Nothing in this policy shall be construed to guarantee reinstatement of any employee who violates this policy, nor does the NEWESD incur any financial obligation for treatment or rehabilitation ordered as a condition of eligibility for reinstatement.

Insert 1

Notwithstanding the foregoing, the obligation of Consultant/Contractor to hold harmless, indemnify or otherwise assume financial responsibility or liability under this agreement shall be limited by and to the scope of the liabilities for which University is afforded coverage under the State of Washington Self Insurance Liability Program (RCW 4.92.130) and the Tort Claims Act (RCW 4.92 et seq.).

Further, the Consultant/Contractor's obligation to defense shall be provided at the sole discretion of the Office of the Attorney General of the State of Washington, and only as permitted by law and as covered by WSU's coverage under the State of Washington Self-Insurance Liability Program and the Tort Claims Act (RCW 4.92 et seq.).

INITIALS of Consultant/Contractor: CEA

INITIALS of NEWESD: HP

[INSERT *a*]

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: each party to this Agreement shall appoint one member to the Dispute Panel, and the members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. The parties shall equally share the costs, if any, for the services of the Dispute Panel.

INITIALS of WSU: *CS* INITIALS of Other Party: *JP*