

Consultant Agreements – How to Prepare One by School Site

Interactive Agreement: Store Stock Item #300326

Revision Date: 07/2015

DO NOT USE ANY OTHER FORM OTHER THAN WHAT IS LISTED. DO NOT USE COPY PAPER.

A sample agreement has been prepared and is attached. The steps to preparing the agreement are as follows: NOTE: **All Agreements MUST be TYPED!** Forms with **revision dates prior to 7/2015 will be returned.**

- a) Enter the date when the agreement will be in effect (the day after Board)
- b) Enter the consultant's name OR the company name NOTE: **the same name that is entered onto the W-9 is what must be entered onto the agreement and requisition** – whatever name is listed is to whom the check will be issued
- c) Enter the city and state where the consultant lives
- d) Enter the location (place) where the service(s) is/are to take place
- e) Enter the school OR department submitting the agreement
- f) Enter the time the service(s) is/are to take place
- g) Give a brief and accurate description of the service(s) the consultant will be providing
- h) Enter a beginning date of service AND an ending date of service – example: if the service is for one day only, you will enter that date on both lines. If the service is over a period of time, you will enter a beginning date and an ending date
- i) Enter the dollar amount the consultant will be paid per day/occurrence (only if applicable)
- j) Enter the mileage amount the consultant will be paid per day/occurrence (only if applicable)
- k) Enter the food and lodging amount the consultant will be paid per day/occurrence (only if applicable & receipts are required)
- l) Enter the TOTAL COMPENSATION the consultant will receive for this agreement. NOTE: the total compensation MUST include the mileage, meals and lodging – only the airfare and if materials are to be provided by the consultant, may be an additional cost however, **it would be best if ALL expenses are included in the total compensation.** (*Receipts will be required for food, lodging, airfare, & materials*)
- m) Do not enter the Board meeting date – this will be provided after the Consultant Agreement has been approved by the Board
- n) Obtain the consultant's signature
- o) Obtain the consultant's social security number OR employer ID number
- p) Do not have anyone sign on the signature line for superintendent (or) designee
- q) Obtain the principal's signature
- r) Enter the budget classification – this is a must before the agreement leaves the school site – also give the name of the budget

Make a copy of the agreement and retain the copy at the school site

Send the agreement packet to the Office of the Chief Business Official for finishing signatures & budget approval. After these steps have been completed, the final paperwork will be submitted to Board for approval.

Once the Consultant Agreement has been approved by the Board of Education, the Board date is entered onto the agreement by the Office of the Chief Business Official and a copy of the fully executed agreement will be sent back to the school site (see #13).

BAKERSFIELD CITY SCHOOL DISTRICT
Education Center, 1300 Baker Street, Bakersfield, California 93305
Office of the Chief Business Official
AGREEMENT FOR CONSULTANT SERVICES

This Agreement is made and entered into this a)25 day of a)August, 20a)15, by and between the governing board of the BAKERSFIELD CITY SCHOOL DISTRICT of Kern County, California, hereinafter referred to as "District" and b) John Smitt, whose principal place of business is in c) City, ST, hereinafter referred to as "Consultant."

IT IS AGREED THAT:

1. Consultant will provide the services as set forth in the Agreement (or in attached proposal) in coordination with the District Superintendent or his designee as follows: *(Include brief description of presentation)*
Place: d) Ed Center
School/Department submitting request: e) CBO Time: f) 9:00am – 12:00pm
Description/Purpose: g) Enter a brief description of services provided by the consultant
g) ex: To provide small group mentoring and cognitive behavioral training
2. This Agreement shall be for a specified period, commencing on h) September 25, 20h) 15 and ending on h) September 25, 20h) 15. The compensation for consultant services under this Agreement shall be at the rate of \$ i) 150 per i) day.
3. District shall reimburse Consultant for mileage, food, lodging, and *actual and necessary* expenses (i.e., airfare and materials). Mileage shall be at the rate of j) 0.0 per mile; food and lodging allowance not to exceed \$ k) 100 per day.
4. Total compensation under this Agreement (including mileage, food, lodging) shall not exceed \$ l) 250.00 (plus airfare and materials). *Receipts to verify expenses for food, lodging, airfare, and materials will be required.*
5. **Consultant must sign the Confirmation of Consultant Services form provided by the District after completion of services and must submit a detailed invoice to the department or school site in which services were performed in order for the district to process payment.** The invoice shall indicate the days, hours, and location of service performed. Payments for services and reimbursement for expenses under this Agreement shall be made within thirty days after the documents mentioned above are received.
6. Consultant shall not assign or transfer in any way his or her interest or obligations under this Agreement without the written consent of the Superintendent or his designee.
7. This Agreement may be amended or modified at any time by mutual agreement of the parties, in writing.
8. Termination: The District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant, or no later than three (3) days after the mailing, whichever is sooner.
9. It is understood and agreed that the Consultant is at all times an independent contractor and neither he nor his employees are employees of the District.
10. The District has determined that neither its employees, the county superintendent's employees, nor the employees of the adjoining districts or county superintendents, are able to provide the service provided for in this Agreement. A find to that effect has been entered by the Board of Education in the minutes of its meeting of m) leave blank, 20 Leave blank.
11. Consultant agrees to notify his school employer (if he is employed by a school district, county superintendent or other school entity) of this Agreement and the dates upon which he intends to perform pursuant to this Agreement. Consultant agrees that he will not accept any salary, other than leave, compensatory time off or vacation benefits, from his school employer while he is performing services pursuant to this Agreement.
12. If consultant is a retired member of STRS, consultant acknowledges understanding of the earnings limitation set forth in Education Code Section 24116, 24214 and 24215. Consultant understands the District will report all creditable compensation to STRS.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

BAKERSFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION ("District")

By p) Signature added after board approval
Superintendent (or) Designee

q) Signature needed before submitting to CBO
Principal AND Department Head Signature

*Please submit 5 copies four weeks
prior to Board Meeting.*

Rev. 7/2015

CONSULTANT

n) Signature needed before submitting to CBO

Consultant Signature

o) SSN or EID needed before submitting to CBO

Social Security Number (or) Employer I.D. Number

SPECIALLY FUNDED PROJECTS	
Program Title	_____
Budget Class	_____
Component	_____

OTHER BUDGETS (list number)

General Fund _____

Magnet Fund _____

Lottery Fund _____

Other _____

r) Budget number needed: 01-0000-0-0000-0000-0000-000-00

(list NAME and number)