

# SANTA MARIA INDEPENDENT SCHOOL DISTRICT

## CONSULTING AGREEMENT

THIS AGREEMENT is entered on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ herein called **CONTRACTOR** and the Santa Maria Independent School District, herein called **DISTRICT**.

WHEREAS the **DISTRICT** desires to engage the **CONTRACTOR** to render certain technical services related to the project called \_\_\_\_\_ and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

- Employment of CONTRACTOR:** The **DISTRICT** agrees to engage the **CONTRACTOR** and the **CONTRACTOR** agrees to perform in a manner satisfactory to the **DISTRICT** the following services:
- Date, Time, Place of Performance:** The services are to be performed at the following:  
Date: \_\_\_\_\_  
Time: \_\_\_\_\_  
Place: \_\_\_\_\_
- Statement of Service to be rendered:**  
\_\_\_\_\_  
\_\_\_\_\_
- Special Stipulations:**
  - Have you ever been convicted of or pled guilty or no contest (nolo contendere) to a felony or offense involving moral turpitude (including, but not limited to, theft, attempted theft, fraud, rape, murder, swindling, and indecency with a minor)? If yes, please state where, when, and the nature of the offense; indicated whether the charges were dismissed as a condition of probation, suspension, or deferred adjudication. \_\_\_\_\_
  - Compensation:** The **DISTRICT** agrees to pay the **CONTRACTOR** a fee of \_\_\_\_\_ per \_\_\_\_\_ for all work performed. No additional fees are reimbursable to be applicable.
  - Termination of Contract:** **CONTRACTOR** shall have completed all work covered by this contract and this contract shall terminate unless extended by mutual agreement of the District and the **CONTRACTOR** at the time of final performance is completed as indicated in paragraph 2 herein. This contract may be terminated by the **DISTRICT** if for any reason the **CONTRACTOR** shall fail to fulfill in a timely and proper manner his obligations under this contract, in which event the **DISTRICT** may terminate the contract by giving written notice of such termination and the effective date of the termination. In the event of termination of the contract, the **CONTRACTOR** shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination.  
  
The **DISTRICT** may also terminate this contract at any time without cause by the furnishing of a verbal or written notice from the Superintendent or the Chief Financial Officer/Administrator. The **CONTRACTOR** shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination.
  - Independent CONTRACTOR and hold Harmless Agreement:** **CONTRACTOR** is an independent **CONTRACTOR** and shall be solely responsible for payment of his employees and shall provide, if required, workmen's compensation and public liability insurance to protect himself from liability for injuries or damages to his employees and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by reason of employment. The **CONTRACTOR** agrees to hold **DISTRICT** harmless from any and all liability that **DISTRICT** may incur, including without limitation damages of every kind and nature, out of pocket costs and legal expenses, incurred by reason of the **CONTRACTOR'S** negligence or breach of this contract.
  - Entire Agreement:** This contract constitutes the entire agreement of the parties here to and it may not be changed or altered except by written agreement signed by the parties to this contract.

IN WITNESS WHEREOF the SANTA MARIA INDEPENDENT SCHOOL DISTRICT and the CONTRACTOR have executed this agreement effective the date first herein written.

DISTRICT

CONTRACTOR

\_\_\_\_\_  
Principal/Director/Business Manager

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Address

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Board Approved

\_\_\_\_\_  
EIN OR Social Security Number

**NOTE:** 1.) Attach one copy of consulting agreement to requisition, cite fund and budget numbers.  
2.) Attach curriculum vital & respective documentation to consulting agreement.

It is the policy of Santa Maria ISD not to discriminate on the basis of race, color, national origin, sex or handicap in its vocational programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.