

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

This Agreement is made and entered into this ____ day of _____, 20____, by and between the governing board of the BAKERSFIELD CITY SCHOOL DISTRICT of Kern County, California, hereinafter referred to as "District" and _____, whose principal place of business is in _____, 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)*

School/Department submitting request: _____ Place: _____
 Description/Purpose: _____ Time: _____

2. This Agreement shall be for a specified period, commencing on _____, 20 ____ and ending on _____, 20____. The compensation for consultant services under this Agreement shall be at the rate of \$_____ per _____.
3. District shall reimburse Consultant for mileage, food, lodging, and *actual and necessary* expenses (i.e., airfare and materials). Mileage shall be in accordance with the IRS standard mileage in effect during the period which Consultant services were performed (currently \$_____ per mile); food and lodging allowance not to exceed \$_____ per day.
4. Total compensation under this Agreement (including mileage, food, lodging) shall not exceed \$_____ (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 _____, 20 ____.
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")

CONSULTANT

By _____
 Superintendent (or) Designee

 Consultant Signature

 Principal AND Department Head Signature

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

Please submit 5 copies four weeks prior to Board Meeting.

SPECIALLY FUNDED PROJECTS	
Program Title	_____
Budget Class	_____
Component	_____

OTHER BUDGETS *(list number)*

General Fund _____

Magnet Fund _____

Lottery Fund _____

Other _____

(list NAME and number)