

EMPLOYMENT PROCESS FOR OBTAINING CONSULTANT SERVICES

CONSULTANT SERVICES CONTRACT

Poway Unified School District
13626 Twin Peaks Road, Poway, California 92064-3034

**OFFICE USE ONLY
CONTRACT NUMBER**

WHEREAS, it is the desire of the Governing Board of the Poway Unified School District to retain the services of _____ DBA _____ for Consultant Services.

-and-

WHEREAS, such service will assist the Governing Board in discharging its legal obligation to provide an adequate educational program.

- WITNESSETH -

NOW, THEREFORE, this CONTRACT IS MADE and entered into, by and between the Poway Unified School District, hereinafter call District, and _____ hereinafter called Consultant Services Provider.

I. SERVICE TO BE RENDERED BY CONSULTANT SERVICES PROVIDER:
(indicate specific service to be performed. Include time of arrival, etc. Attach exhibit if necessary)

Date service commences: _____ Date service completed: _____

II. PAYMENT TO BE MADE BY DISTRICT:

In consideration for services to be rendered by Consultant Services Provider, District agrees to pay Consultant Services Provider, payment to be made as follows:

- A) Total Contract Fee: _____
- B) Authorized Expenses (Please itemize): _____
- C) Total Fees, including expenses, will not exceed: _____
(Itemized invoice must be presented for payment)
- D) Dates of Payments: _____
(To be used if progress payments are warranted)

APPROVED:

"The undersigned agrees to hold the School District harmless, defend and indemnify the School District, its employees, officers, and agents from and against and losses, demands, claims, damages, or causes of action arising from any negligent or willful act of the undersigned incurred in the performance of this Contract. Independent Contractors may be asked to furnish proof of liability insurance with policy limits meeting district standards." The undersigned further

EMPLOYMENT PROCESS FOR OBTAINING CONSULTANT SERVICES (continued)

agrees to be personally responsible, on behalf of his/her organization, for any damages sustained to district property pursuant to this contract.

Employees responsible for submitting/administering contract:

Name _____

School/Department _____

Per California Revenue and Taxation Code Section 18662, we will withhold 7% state income tax from nonresidents of CA for services provided to PUSD. For more information as to whether you might qualify for an exemption contact Accounts Payable Contracts.

POWAY UNIFIED SCHOOL DISTRICT

Authorized By (Board-Approved Signature Only)

Approval Date _____

AS AN INDEPENDENT CONTRACTOR: I, the undersigned, do herein specifically request and instruct the above named party, with whom I have contracted. NOT to withhold any amount or portion of monies due me for any reason or purpose whatsoever OTHER THAN for: "California state income tax purpose, poor workmanship or noncompletion of agreed upon work," by me, the undersigned, or by any employee of mine. I understand that I am not eligible for unemployment, disability, or worker's compensation for this contract.

Advance Board approval required if in excess of \$15,000.

Approved by the Governing Board at its meeting on:

Date Board Approved _____

Agenda Item No. _____

Signature of Consultant _____

Social Security Number _____

Tax I.D. Number _____

Street Address _____

City, State, Zip _____

Business Phone _____