



**Kyrene School District #28**  
8700 S. Kyrene Road, Tempe AZ 85284 (480) 541-1350

**CONSULTANT AGREEMENT**

Consultant Name: \_\_\_\_\_

Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cost: Not to Exceed Cost for Services Rendered. Include all Travel Expenses and Expenditures.  
\$ \_\_\_\_\_

Hourly Rate: \$ \_\_\_\_\_

Estimated Number of Hours: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_

Contract End Date: \_\_\_\_\_

The consultant or consulting firm agrees to render the services above on the date or for the period shown.

The consultant agrees by signing this agreement to the terms on the reverse side.

AGREED TO AND SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Taxpayer Identification Number (SSN or EIN)

Offeror agrees that the individuals provided to the District on a temporary basis are Offeror's, not the District's, employees.

Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Offeror and any employees working for Offeror are the sole responsibility of Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

Workers' Compensation Insurance  
Federal and State Unemployment Taxes  
Federal and State Withholding and Reporting Requirements  
Unemployment Compensation Insurance  
Federal, State, and Local Employment Laws

Offeror agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with the District, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

The District will not provide Offeror or its employees any business registrations or licenses that may be required. The District will not combine business operations with Offeror.

Neither Offeror nor its employees are to be considered agents or employees of the District for any purpose. It is understood and agreed that the District does not require Offeror to provide services exclusively to District and that Offeror and its employees are free to provide services to other companies while it is under contract with the District.

In compliance with all applicable laws, the Offeror shall, at no charge to the District, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for the District to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to the District.

Offeror shall be entirely and solely responsible for its actions and the actions of its employees while providing services under this Agreement. Offeror agrees to indemnify and hold District and all employees harmless against all claims, demands, suits, awards and judgments made or recovered by any persons or agencies due to the actions of Offeror or its employees and/or subcontractors during the rendering of services under this Agreement.

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District. All insurance policies held by Offeror shall be available for inspection or copying by the District at any time.