



St. Mary's County Public Schools
23160 Moakley Street, Leonardtown, MD 20650

Consultant/Trainer/General Independent Contractor Agreement

This Agreement is made between **Board of Education of St. Mary's County, DBA St. Mary's County Public Schools (SMCPS)** with a principal place of business at **23160 Moakley Street, Leonardtown, Maryland 20650** and mailing address at **P. O. Box 641, Leonardtown, Maryland 20650**

and _____ (Contractor), with a principal place of business at: _____

This Agreement will become effective on _____, 20__ and will end no later than _____, 20__.

Services to be Performed

(Check and complete applicable provision.)

- Contractor agrees to perform the following services:
[Briefly describe services you want performed by Contractor.]

OR

- Contractor agrees to perform the services described in Exhibit A, which is attached to this Agreement.

AND

- For education consultants providing special education services or working pursuant to student Individualized Education Plans ("IEPs"), the following additional contract terms apply:* Consultant shall perform all services required under the IEPs for students that are assigned to the Consultant and shall be available for consultation with school staff and participation in IEP Team meetings related to services, goals, and objectives for these students.

Payment

(Check and complete applicable provision.)

- In consideration for the services to be performed by Contractor, SMCPS agrees to pay Contractor \$_____ according to the terms set out below.

OR

- In consideration for the services to be performed by Contractor, SMCPS agrees to pay Contractor at the rate of \$_____ per _____ according to the terms of payment set out below.

Additional Option

(Check and complete if applicable.)

- Unless otherwise agreed in writing, SMCPS's maximum liability for all services performed during the term of this Agreement shall not exceed \$_____.

Terms of Payment

(Check applicable provision.)

- Upon satisfactorily completing Contractor's services under this Agreement, Contractor shall submit an invoice. **The invoice should include: an invoice number, SMCPs purchase order number (if applicable), the dates covered by the invoice, the hours expended and a summary of the work performed.** SMCPs shall pay Contractor the compensation described within a reasonable time after receiving Contractor's invoice.

OR

- Contractor shall be paid \$_____ upon signing this Agreement and the rest of the sum described above when the Contractor completes services and submits an invoice.

OR

- SMCPs shall pay Contractor according to the following schedule of payments:

1) \$_____ when an invoice is submitted and the following services are complete:

2) \$_____ when an invoice is submitted and the following services are complete:

3) \$_____ when an invoice is submitted and the following services are complete:

OR

- Contractor shall submit an invoice to SMCPs on the last day of each month for the work performed during that month. **The invoice should include: an invoice number, SMCPs purchase order number (if applicable), the dates covered by the invoice, the hours expended and a summary of the work performed.** SMCPs shall pay Contractor's fee within a reasonable time after receiving the invoice.

Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees; memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to employee(s) or contract personnel the Contractor hires to complete the work under this Agreement.

Independent Contractor Status

Contractor is an independent contractor, not a SMCPs employee. The Consultant is hereby prohibited from soliciting for hire or from hiring any employee of SMCPs without the express prior approval of SMCPs. SMCPs shall refrain from soliciting for hire or from hiring any employee of the Consultant without the express prior approval of the Consultant. Contractor and SMCPs agree to the following rights consistent with an independent contractor relationship:

- * Contractor has the right to perform services for others during the term of this Agreement.
- * Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement. The Consultant warrants that he/she has not employed or retained any person, partnership, corporation or other entities other than a bona fide employee or agent working for the Consultant to solicit or secure this agreement and that he/she has not paid or agreed to pay any person, partnership, corporation or other entities other than a bona fide employee or agent any fee or any other consideration contingent on the making of this agreement.
- * The Contractor or Contractor's employee(s) or contract personnel shall perform the services required by this Agreement; SMCPs shall not hire, supervise or pay any assistants to help Contractor.
- * SMCPs shall not require Contractor or Contractor's employee(s) or contract personnel to devote full time to performing the services required by this Agreement.

Compliance with Laws

The Vendor/Contractor hereby represents and warrants that:

- “A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- “B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this contract;
- “C. It shall comply with all federal, state and local laws, regulations and ordinances applicable to its activities and obligations under this contract; and
- “D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this contract. Evidence of licensure and insurance shall be provided to the contract administrator prior to the commencement of work under this contract.”

State and Federal Taxes

SMCPS will not:

- * withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- * make state or federal unemployment compensation contributions on Contractor's behalf, or
- * withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement--including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide SMCPS with proof that such payments have been made.

Contractor shall provide a completed IRS form W-9 Request for Taxpayer Identification Number and Certification.

Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employee(s) or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of SMCPS.

Workers' Compensation

SMCPS shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employee(s). If Contractor hires employee(s) to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance and provide SMCPS with a certificate of workers' compensation insurance before the employee(s) begin the work.

- If not operating as a corporation, Contractor shall obtain workers' compensation insurance coverage for Contractor. Contractor shall provide SMCPS with proof that such coverage has been obtained before starting work.

Unemployment Compensation

SMCPS shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employee(s) or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

Insurance

SMCPS shall not provide any insurance coverage of any kind for Contractor or Contractor's employee(s) or contract personnel. Contractor agrees to maintain an insurance policy to cover any negligent acts committed by Contractor or Contractor's employee(s) or agents while performing services under this Agreement. Contractor shall indemnify and hold SMCPS harmless from any loss or liability arising from performing services under this Agreement.

Confidentiality

Consultant understands that in the course of performing professional services under this contract that Consultant and any employee(s)/subcontractors performing professional services under this contract will be privy to certain information of a confidential nature including, but not limited to, information regarding students that is protected from disclosure under the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and information regarding SMCPS employee(s) that is protected from disclosure under applicable provisions of the State Government Article to the Annotated Code of Maryland. Consultant represents and warrants that neither Consultant nor its employee(s)/subcontractors shall make any disclosures of any information gained during the performance of services under this contract without first obtaining authorization from the contract administrator. Consultant further agrees that all documents of any kind or nature, including electronic documents, created in the performance of Consultant's duties belong to SMCPS and shall be turned over to SMCPS at the conclusion of the contract or at such other time as SMCPS desires.

Changes and Modifications

SMCPS, may, at any time, by written order designated or indicated to be a change order, make any change in the general scope of this contract including but not limited to change:

- (a) In any specifications (including reports, drawings, and designs);
- (b) In the method or manner of completion of the scope of the agreement;
- (c) In any SMCPS - furnished facilities, equipment, materials, services, or site; or
- (d) Directing acceleration in the completion of the scope of the contract.

This contract represents the entire understanding between the parties. None of the conditions or propositions of this contract shall be held as having been waived or modified in any way by any act or knowledge of the parties hereto, or their agents, except on the evidence of any instrument in writing signed by all the signatures to this contract. This contract supersedes any and all prior understandings or agreements, either oral or written, between SMCPS, or its agents or employee(s), and Consultant concerning the terms, conditions, and services rendered under this contract.

Materials and Data

All materials, reports, and data produced under this contract become the property of SMCPS and may not be copyrighted by the Consultant. Any reproductions or use of paid material must have the written approval of SMCPS.

Non-discrimination in employment

SMCPS actively subscribes to a policy of equal employment opportunity and will not discriminate against any employee or applicant because of race, gender, age, color, physical or mental disability, marital status, religion, national origin, sexual orientation or political affiliation. The Consultant shall not discriminate in any manner against any employee or applicant for employment because of race, gender, age, color, physical or mental handicap, marital status, religion, national origin, sexual orientation, or political affiliation.

Hold Harmless

The Consultant shall reimburse, indemnify and hold harmless SMCPS for all loss to SMCPS, including attorney’s fees and costs resulting from the negligence of the Consultant in the performance of this contract, and for all loss to SMCPS resulting from the non-performance thereof, except those losses otherwise specifically excluded by SMCPS.

Anti-Bribery

Vendors, Contractors, and Consultants are required to be aware that Maryland State Law requires that any person convicted of bribery, attempted bribery, or conspiracy to bribe based upon acts committed after July 1, 1977, in the obtaining of a contract from SMCPS or any of its subdivisions, shall be subject to disqualification from entering into a contract with SMCPS, or any county or other subdivision of SMCPS for the supply of materials, supplies, equipment, or services by the person.

Audit and Records

The Consultant shall maintain records and documents relating to the performance of the Contract and keep all such records and documents for three (3) years after the completion of the Contract, and shall make such records available for inspection and audit by authorized representatives of the Board of Education of St. Mary’s County (Board).

Terminating the Agreement

(Check applicable provision.)

- Either SMCPS or Contractor may terminate this Agreement, effective immediately upon giving written notice, if the other party commits:
 - a material violation of this Agreement, or
 - any act exposing the other party to liability to others for personal injury or property damage.

And

- Either party may terminate this Agreement any time by giving thirty days written notice to the other party of the intent to terminate.

Exclusive Agreement

This is the entire Agreement between Contractor and SMCPS.

Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

Applicable Law

This Agreement will be governed by the laws of the state of Maryland.

Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the attention of the official signing this Agreement at that person's address:

St. Mary's County Public Schools
 Attention: _____
 P.O. Box 641
 23160 Moakley Street
 Leonardtown, Maryland 20650

three days after being deposited in the United States mail, with postage prepaid to the recipient's address (see above) as stated on this Agreement, or

- when sent by fax to the last fax number of the recipient known to the person giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on SMCPs's behalf.

Assignment

(Check applicable provision.)

- Either Contractor or SMCPs may assign or subcontract any rights or obligations under this Agreement. In the event that some or all of the professional services under this contract are assigned to one or more subcontractors with permission of SMCPs, the Consultant must advise the contract administrator of the current names and addresses of all sub-contractors and shall verify that all sub-contractors adhere to all requirements and responsibilities under this contract including, but not limited to, professional licensure and insurance requirements. Consultant and its sub-contractors shall remain jointly and severally liable to SMCPs for any breaches, acts, or omissions committed by a sub-contractor.

OR

- Contractor may not assign or subcontract any rights or obligations under this Agreement without SMCPs's prior written approval.

Registered Sex Offenders

In accordance with the State of Maryland's Criminal Procedure Article, Section 11-722, a person who enters into a contract with a local board of education may not knowingly employ an individual to work at a school if the individual is a registered sex offender. Therefore, in contract awards between SMCPs and Vendors/Contractors and their Subcontractors at every tier, employing an individual registered sex offender to work at a school is strictly prohibited. This provision applies to all individuals that may be working on the School property, making deliveries or visiting the school property for business purposes.

Tobacco Free And Alcohol/Drug Environment

SMCPs maintains a tobacco and alcohol/drug free environment. The contractor shall not permit its employee(s), the employee(s) of any subcontractors, suppliers, customers, or others to use tobacco products (smoke or smokeless) on the premises or on property owned or operated by SMCPs.

Approval

To be valid, this contract must be executed on behalf of SMCPs by the Superintendent or his designee. Any contract that exceeds a total value in excess of Twenty-Five Thousand Dollars (\$25,000.00) requires the prior approval of the Board. *Note:* When a contracting party enters into, or is considered for, multiple contracts with SMCPs for similar or related services during the same fiscal year, Board approval shall be required if the cumulative contract value exceeds Twenty-Five Thousand Dollars (\$25,000.00).

Contracts for the following services may be executed by the Superintendent or his designee without prior Board approval even if the contract amount exceeds Twenty-Five Thousand Dollars (\$25,000.00):

- (1) Any contract for the provision of professional/technical services for students as required under the Individuals with Disabilities Education Act.
- (2) Any contract for the provision of educational services for Title I schools identified as needing improvement under federal and/or state law.
- (3) Any contract for the provision of professional/technical services provided to students attending SMCPs with funds appropriated by other agencies and passed through school system accounts.

Disputes

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be submitted to the Superintendent and his decision shall be subject to review by the Board whose decision shall be final and binding upon the parties. Judgment upon the award rendered by the Board may be entered in the Circuit Court for St. Mary’s County which shall have exclusive jurisdiction and venue over all disputes after exhaustion of remedies before the Board. Pending resolution of a claim, the Consultant shall proceed diligently with the performance of the contract in accordance with the procurement officer’s decision. In no event shall Consultant be entitled to incidental or consequential damages or attorneys’ fees.

Signatures

Any contract over \$1,000 and/or more than one year must be approved first by the Fiscal Services Department and the issuance of a valid purchase order is required.

Name or SMCPs Financial Official: _____

By: _____
(Signature)

SMCPs:

By: _____
(Superintendent or Designee)

(Typed or Printed Name)

Title: _____

Date: _____

Contractor:

Name of Contractor: _____

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

Taxpayer ID Number: _____

Date: _____

If Agreement is Faxed or Sent Electronically:

Contractor and SMCPs agree that this agreement will be considered signed by a party when the signature of that party is delivered on this agreement by facsimile transmission or digitally. Signatures transmitted by facsimile or digitally shall have the same effect as original signatures.