

Instructions for completing *Agreement for Consulting Services*

This Agreement for Consulting Services is designed to be broadly adaptable to a wide variety of consulting service contracts. These instructions are intended to assist departments in completing the form and preparing the required attachments. The Agreement for Consulting Services is not intended for use for specialty services such as architectural, engineering, and inspection services, for which we maintain separate specialized forms.

1. Filling in the Blanks

- Preamble: The initial paragraph should be completed with the date of execution of the agreement and the full names of the parties, including a one or two-word description of the type of services provided by the consultant.
- Section 4, Term of Agreement: Fill in the starting and ending dates for the period during which the consulting services are to be provided.
- Signature Block: Print the name and title of the individuals who are to sign the agreement.
- Section 9, Insurance: Check the appropriate blank in subsections (a), (b), (c), and (e) to indicate which types of insurance listed are required for the particular contract. Section 10, Notice: The bracketed place holders should be replaced with the indicated information for each party, as indicated.
- Section 12, Security: K-12 users should review carefully and mark the appropriate box to determine whether fingerprinting requirements are applicable.

2. Attachments A and B

- Attachment A, Scope of Services: Attachment A should contain the basic deal points. It should state, in plain English, what services the consultant is to provide, when and where those services are to be provided, and other relevant information such as what work product will be required of the consultant, and by when. The form agreement is largely generic, adaptable to various contracts, so Attachment A should set forth everything that is important to a district for a particular contract. The nature of the information included in Attachment A will necessarily vary depending on the nature of the contract itself, but can often be approached by starting with the five Ws: who, what, where, when, and why and/or how.
- Attachment B, Compensation: Attachment B should likewise set forth in plain English how the consultant is to be compensated, including the basis for compensation, which could be hourly, in which case we recommend including a not to exceed amount, or it could be a lump sum agreement. If the consultant is to be reimbursed for any expenses, e.g., travel or materials, that should be stated explicitly, including what expenses will be reimbursable, the rate for reimbursement, and we also recommend including a not to exceed amount for reimbursable expenses. In most cases, when a not to exceed amount is included in a contract, it is advisable to build in some flexibility by adding language such as "... not to exceed a total of _____ without prior written authorization from SCOE."

3. Optional: Other Changes/Additions

Under some circumstances it *may* be appropriate for a given contract to alter some of the text included in the form agreement and/or to include additional attachments. However, the form agreement itself should not be modified without legal consultation, and we strongly encourage users to consult legal counsel before incorporating attachments not contemplated by the agreement, since any inconsistent provisions could potentially nullify or alter the terms of the agreement to the district's detriment.