The Providence School District ("District"), a department of the City of Providence, and independent contractor, enter into a contract on for the provision of consultant services ("Contract").

1. District agrees to engage Consultant, and Consultant agrees to perform personally, in a manner satisfactory to District, the following services:

2. Unless discontinued earlier by District, the services are to be performed at .

3. District agrees to pay Consultant a fee of and 00/100 Dollars as compensation for services rendered. Consultant shall not be paid in advance.

4. This Contract shall be in effect from to unless terminated by either party at any time, with or without cause. In the event of termination by District or Consultant prior to completion of the Contract, compensation shall be prorated on the basis of hours actually worked, and Consultant shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

5. Consultant may not assign this Contract to a third party without the written consent of the District. Consultant must conduct a criminal background check, at the Consultant’s expense, of all employees employed under this Contract who interact with students, except District employees. Consultant shall provide a copy of the background check report(s) to the District, upon request.

6. Consultant is not an employee of District and is not entitled to fringe benefits, pension, workers’ compensation, retirement, etc. District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the Consultant.

Consultant understands products produced as a result of this Contract are the sole property of the District and may not be used by Consultant without the express written permission of the District.

7. Consultant agrees to hold District and the City of Providence harmless from any and all damages incurred by District or City by reason of Consultant’s negligence or breach of Contract, including without limitation, damages of every kind and nature, out-of-pocket costs, and legal expenses.
8. This Contract is entire and complete, and no representations or warranties, agreements, or covenants, express or implied, or any kind of character whatsoever have been made by either party hereto to the other, except as in this Contract expressly set forth. This Contract may not be modified or amended in any way except by mutual agreement in writing and signed by each party.

9. This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one (1) and the same instrument. A signature sent via facsimile or e-mail of a .pdf document shall be considered an original signature for purposes of executing this Contract.

10. This Contract has been negotiated and approved by counsel on behalf of all parties hereto and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against any party hereto by reason of the authorship of any of the provisions hereof.

11. The parties hereto expressly submit themselves to and agree that all actions arising out of or related to this agreement or the relationship between the parties hereto shall occur solely in the venue and jurisdiction of the State of Rhode Island.

IN WITNESS WHEREOF, Providence Public School Department and Consultant have executed this Contract, effective the date first herein written.

Providence Public School Department
Superintendent: __________________________
or
Chief Financial Officer: __________________________
Date: __________________________

Consultant: __________________________
Print name: __________________________
Date: __________________________
Social Security/Federal Tax ID Number: __________________________

Approved as to form and correctness.

____________________________________
Charles A. Ruggerio, Esq.
General Counsel and Deputy City Solicitor

Revised February 2020
Signature of PPSD Staff Contact

Person: ___________________________ Date of Board Approval: ____________
(For contracts of $5,000 or more)

Print name: ___________________________

Phone Number: ___________________________