



THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Little Elm ISD, an agency of the State of Texas, hereinafter referred to as "LEISD" and \_\_\_\_\_ (Legal Name), an Independent Consultant hereinafter referred to as "Contractor".

Address:  
Phone:  
Fax:  
Email:  
Date of Birth:  
Social Security Number:  
W-9 on file \_\_\_\_\_

It is mutually agreed between LEISD and Contractor as follows:

### 1. Duration and Services

During the period beginning \_\_\_\_\_ and ending \_\_\_\_\_, Contractor, as an independent contractor who is not an employee or agent of LEISD, shall provide LEISD the following services for the use and benefit of public education in Texas:

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NOTE: Texas House Bill 462 (HB462) prohibits the adoption and/or use of the Common Standards at the state, regional, and local level. The Contractor agrees to refer only to the Texas Standards and refrain from referencing or using material aligned with the Common Core Standards during presentation(s).

### 2. Performance and Payment

For the satisfactory performance or service described above, LEISD shall pay the Contractor:  
A flat fee of \_\_\_\_\_ or rate of \_\_\_\_\_. The maximum amount payable under this contract is \_\_\_\_\_.

All payments due to Contractor shall be made by a LEISD check upon completion of work and submission of an itemized invoice or reimbursement form with necessary receipts and required documents. A completed and signed W-9 must be on file before payment can be released.

### Indemnification Clause

Contractor agrees to jointly and severally indemnify, defend, and hold LEISD harmless from and against all liability, loss, damage, or expense, including attorney's fees which may be incurred or sustained by reason of the failure of Contractor to fully perform and comply with the terms and obligations of this Contract.

### 3. Assignment

This contract may not be assigned or transferred by either party without the prior written consent of the other party.

### 4. Compliance with Laws & Regulations

This contract and all its particulars is subject to all State of Texas and federal laws, rules, and regulations, including (but not limited to) Title VI of the Civil Rights Act of 1964, as amended. This contract shall be interpreted according to the laws of the State of Texas. This contract is valid upon signature by all legal parties (subject to all approvals required under Article 6252-11c, Texas Civil Statutes, and Article V of the current Texas General Appropriations Bill) and all like or similar approval provisions as may be subsequently enacted.

**5. Integration**

This agreement contains the entire contract between the parties, and any representations that may have been made before the signing of this contract is nonbonding, void, and of no effect. Neither party has relied on such prior representations in entering into this Contract.

**6. Termination of Contract**

This contract may be terminated by either party on ten (10) days' written notice. This contract may also be terminated by LEISD for cause. Specifically, although not exclusively, cause shall include LEISD's need to cancel an event related to the Contractor's performance for reasons beyond its control, or for the Contractor's failure to perform as contemplated by LEISD. In the case of the cause described herein, should a dispute arise over whether cause exists, the judgement of LEISD will control. Upon termination, the Contractor shall be due only compensation earned and reimbursement for approved costs. No fee will be due when termination was on ten (10) days' notice.

**NOTE: The following items should be completed by Contractor:**

**7. Property Rights (Please check one)**

\_\_\_ All information, materials, and products developed pursuant to this contract shall be the property of LEISD. I shall not assert any claim in law or equity, or assert any claim to statutory copyright and/or patent, in such information, materials, and products without the prior written permission of LEISD.

OR

\_\_\_ Information, materials, and products used for this service were developed prior to or outside of the duration of this contract, so are the property of the Contractor.

**8. Contractor Information (Please check appropriate box below)**

Contractor  is  is not incorporated. If incorporated, LEISD Business Office will contact Texas State Comptroller office to verify there is a certificate of account status on file. If no account status found, contractor will be notified.

Contractor affirms that this contract does not create a conflict of interest with Contractor's present employer. The Contractor information on the attached sheet be completed, and/or appropriate resume included; if applicable.

**9. Contractor Request**

The Contractor must provide special requests for equipment needs, specific room layouts, and/or special software to LEISD no later than (10) days prior to the scheduled service date. A copy of the special software must be provided by the Contractor in advance and must be accompanied with a valid software license before installation. Information must be submitted on the enclosed Room Setup Form.

AGREED and accepted on behalf of Contractor to be effective on the earliest date written above by a person authorized to bind Contractor.

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

LEISD Director/Principal Contact Info: \_\_\_\_\_ Date: \_\_\_\_\_  
Phone: \_\_\_\_\_ Campus: \_\_\_\_\_

Assistant Superintendent of Finance & Operations/CFO or Designee \_\_\_\_\_ Date: \_\_\_\_\_

**Contractor must sign two (2) originals: Retain one (1) and return one (1) original of this contract with attachments to:**

Business Services  
Little Elm ISD  
Box 6000  
300 Lobo Lane  
Little Elm, TX 75068