KILGORE INDEPENDENT SCHOOL DISTRICT

PROFESSIONAL SERVICES / CONSULTANT CONTRACT

The Kilgore Independent School District, hereinafter referred to as "District," and independent contractor, _____, hereinafter referred to as "Provider," enter into a contract on this _____ day of _____ for the provision of professional and/or consulting services.

Scope of Services:

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

   _____

   _____

   Describe the services to be performed in this space including any deliverables.

2. Unless discontinued earlier, or mutually agreed to by both parties, the services are to be performed at the following times and places:

   Day(s):_____ Hours: _____ Location: _____

Compensation for Services:

District agrees to pay Provider as noted below:

- ☐ _____ per hour
- ☐ _____ per day
- ☐ _____ flat fee

For a total fee not to exceed $_____, as compensation for professional or consulting services rendered as noted above. **All services shall be completed during the contract term as noted below.**

District ☐ shall ☐ shall not pay Provider travel expenses as noted below:

_____ per day
_____ actual expenses

Provider shall not be paid in advance. Provider shall be paid upon presentation of an invoice that includes, but is not limited to, the following:

- Professional service(s) provided
- Date(s) of service
- Location(s) of service
- Other _____

All payments to the Provider shall be net 30 days from the receipt of the invoice or delivery of services, whichever is later.

Contract Terms:

This agreement 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 Provider prior to completion of the contract, compensation for services shall be prorated on the basis of actual work performed by the Provider. The Provider shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

Provider may not assign this contract to a third party without the written consent of the District.

Provider shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances. **This specifically includes maintaining the confidentiality of student information according to FERPA laws.**

At the District's request, the Provider must provide the following to the District:

Criminal background check, at the Provider's expense, of all employees employed under this contract.

Certificate of Insurance for general liability, auto liability and workers compensation coverage at the statutory limits.

This contract is funded through federal grant funds: [☐] Yes [☐] No Fund _____
If yes, this contract shall be subject to the Addendum Contract Provisions for Contracts Under Federal Awards.

Independent Contractor:

Provider 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 Provider.

Hold Harmless:

Provider agrees to hold District harmless from any and all liability incurred by District by reason of Provider's negligence or breach of contract, including, without limitation, damages of every kind and nature, out-of-pocket costs, and legal expenses.

IN WITNESS WHEREOF, Kilgore Independent School District and Provider have executed this contract, effective the _____ day of _____, _____.

KILGORE ISD	PROVIDER
By: _____ *Superintendent or School Board (over $50,000)*	By: _____
Date:_____	Date: _____

Date of Board approval:_____
(Contracts of $50,000 or more)