

BOERNE INDEPENDENT SCHOOL DISTRICT

CONSULTANT SERVICES CONTRACT

- 1.1 The BOERNE INDEPENDENT SCHOOL DISTRICT hereinafter referred to as the "District" and Independent Contractor, _____ hereinafter referred to as "Consultant," enter into a contract on this the _____ day of _____, _____ for the provision of consultant services. All consultants, who perform duties where students are regularly present, are required to complete a criminal history authorization form prior to performing the service described in Sec. 2.1.
- 2.1 The District agrees to engage the Consultant and the Consultant agrees to perform personally in a manner satisfactory to the District, the following services (describe the services to be performed):
- 3.1 Unless discontinued earlier by the District, the services are to be performed on the following dates, times and places:
- 4.1 The District agrees to pay Consultant \$ _____ as compensation for services rendered. Consultants shall not be paid in advance.
- 5.1 This contract may be terminated by the District at any time without cause and without penalty to the District. In the event of termination by the District or the Consultant prior to completion of the contract, compensation shall be prorated on the basis of hours actually worked, and the Consultant shall only be entitled to receive just and equitable compensation for any satisfactory work completed up to the date of termination.
- 6.1 Consultants may not assign this contract to a third party without consent of the District.
- 7.1 The Consultant is not an employee of the District, is not entitled to fringe benefits, pension, worker's compensation, retirement, etc. The 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.
- 8.1 The Consultant agrees to hold the District harmless from any and all liability incurred by the District by reason of the Consultant's negligence or breach of contract including, without limitation, damages of every kind and nature, out-of-pocket costs and legal expenses.
- 9.1 The District requires compliance with executive order 11246, entitled Equal Employment Opportunity, as amended by executive order 11375, and as supplemented in Department of Labor regulation (41 CRF Part 60), OMB Circular A-102 Common Rule and its Attachment O and P supplements; the Code of Federal Regulations (CFR); the Common Law; and TEA-FINANCIAL ACCOUNTING SYSTEM RESOURCE GUIDE.
- 10.1 The Consultant shall retain any books, documents, papers and records which are directly pertinent to this contract. The Consultant shall make the said materials available for audit, examination, excerpt and transcription to the district, sub-grantee or grantee of funds, or their authorized representatives, for the term of the contract and a period of five years following termination of the contract.
- 11.1 This contract does not represent a Purchase Order. Only a duly authorized Purchase Order represents authorization to provide the services described in Section 2.1 of this contract.

Boerne ISD:

Signature of Authorized
Department Head/Principal

Date

Campus/Department

Consultant:

Print Name of Consultant

Signature of Consultant

Date

Social Security/Tax Identification Number

Address of Consultant

Phone #

Fax #

Email Address: