

Weslaco Independent School District

P. O. Box 266 Weslaco, TX 78599-0266

CONTRACT

For Consulting Services

1. This Contract is entered into by and between the **WESLACO INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District" and _____ hereinafter referred to as "Consultant".

2. Scope of Services. Consultant shall provide the following Services:

The services shall be offered at the District on the following dates: _____. The District agrees to pay Consultant a total gross amount of \$ _____ .00 for said services, **which includes travel and hotel** accommodations. Consultant shall provide the District with an invoice for services and properly approved purchase order number for payment.

3. Termination. The District shall have the right to terminate this Contract with, or without cause, for any reason, upon fourteen (14) days' advance written notice to Consultant. The parties agree that the District is not responsible for any damages in the event that it terminates the Contract under this provision.

4. Documents. Consultant shall be required to submit the following:

- a. A Social Security Number or (EIN) Employer Identification Number;
- b. Felony Conviction Notification;
- c. Conflict of Interest Questionnaire; and
- d. Evidence of applicable insurance coverage.

5. Independent Contractor. Consultant shall be an independent contractor to the District. Nothing contained in this Contract shall be deemed or construed by any party hereto or by any third party as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither any provision herein nor any acts of the parties shall create any relationship between the parties other than that of Consultant being an independent contractor to the District. No District employment benefits attend this contract such as health insurance, paid sick leave, etc.

6. Policies, Laws, Rules and Regulations. The Consultant shall at all times during the performance of this Contract keep apprised of and strictly adhere to and obey all District

Policies, Procedures, United States of America State and Federal laws, rules and regulations now in effect or subsequently promulgated.

- 7. Sovereign Immunity. It is expressly understood and agreed that, in the execution of the Contract, the District does not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- 8. Notice and Demands. All notices hereunder shall be in writing, and shall either be delivered in person against a written receipt thereof or given by certified mail or certified mail, return receipt requested, and addressed to the proper party at the address set forth below,

To Consultant: **Attn:** _____

To District: **Dr. Richard Rivera - Superintendent of Schools**
WESLACO INDEPENDENT SCHOOL DISTRICT
319 West Fourth Street
Weslaco, Texas 78596

- 9. Parties Bound. This Contract shall be binding upon, and inure to the benefit of, the parties to the Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Contract.
- 10. Texas Law to Apply. This Contract shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Contract are performable in Hidalgo County, Texas. In the event that the parties are required to litigate any disputes, the parties DO NOT waive their right to a jury trial in a county, state or federal court as applicable under the law. The parties DO NOT agree to arbitrate any disputes.
- 11. Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the Contract.
- 12. Prior Contracts Superseded. This Contract constitute the sole and only Contract of the parties to the Contract and supersedes any prior understandings or written or oral Contracts between the parties respecting the subject matter of the Contract.
- 13. Amendment. No amendment, modification, or alteration of the terms of this contract shall be binding unless the same is in writing, dated subsequent to the date of this Contract, and duly executed by the parties to this Contract.
- 14. **Consultant Indemnification**. *Consultant shall fully protect, indemnify and defend District*

and hold it harmless from and against all claims, demands, liens, damages, causes of action and liabilities of any and every nature whatsoever, under any theory of recovery including, but not limited to, negligence or strict liability for injury to property or for injury to or death of a person, actions arising under §42 U.S.C.A. Section 1983 and §20 U.S.C.A. Section 1681, arising in any manner, directly or indirectly, out of or in connection with or in the course of or incident to Consultant's performance of the terms of this Contract, by any person or entity regardless of cause or of any fault or negligence or strict liability of District, alone or in conjunction with any other person or entity. Consultant shall reimburse District for all expenses, losses, liabilities, fines, penalties and claims of every type, including reasonable attorney's fees, imposed on or incurred by District hereunder. It is the intention and purpose of the parties by this provision to satisfy the requirements set forth by the Courts of Texas regarding indemnity Contracts and the "express negligence rule".

15. **Insurance.** Consultant agrees to maintain in full force and effect professional liability insurance covering the performance of Consultant's services with limits of not less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence and One Hundred Thousand Dollars (\$100,000.00) per person. Consultant shall list the District as a named insured under Consultant's liability insurance policy. The terms of such policy shall provide that the insurance carrier shall give the District at least ten (10) days advance written notice of cancellation of or reduction in coverage. Within three (3) days after execution of the Contract, Consultant shall provide the District with a certificate of insurance complying with this provision.
16. **Background Checks.** Consultant shall comply with all applicable provisions of Texas Education Code (TEC) §22.0834. Pursuant to Texas Education Code §22.0834(d), Consultant hereby certifies that it has received all criminal history record information relating to each of its employees or staff members which shall have direct contact with students. The Contractor shall provide the criminal histories upon the request of the District. Should the District determine that the background check has yielded unacceptable results, Consultant shall provide another suitable staff member for performance under this Contract.
17. **No Assignment.** Consultant may not assign or subcontract any portion of the performance called for in this Contract.
18. **If contract is with an individual or individuals, please reply to the following three (3) questions below: Please check box (Not an Individual , Skip item # 18)**
 - A. Are you currently an employee of a School District or Other Entity that is a member of the Teacher Retirement System of Texas (TRS)? YES NO
 - B. Are you a retired employee of a School District or Other Entity that is a member of the Teacher Retirement System of Texas (TRS)? YES NO
 - If yes, please provide the date of retirement: _____.
 - C. Are you a former employee of a School District or Other Entity that is a member of the Teacher Retirement System of Texas (TRS), BUT have not officially retired?
YES NO

Receiving Agency (District):

Weslaco Independent School District

By:

Print Name - Administrator / Principal / Director

Signature Date

Print Name - Funding Source Director / Coordinator

Signature Date

Acct.# _____

Performing Party (Consultant):

Print Name

Signature Date

Address

City State Zip

SSN:

EIN:

**Daniel Budimir – Assistant Superintendent for
School Leadership – Secondary**

Date

**Beatriz A. Solano – Assistant Superintendent for
School Leadership – Elementary**

Date

Abel Aguilar - Deputy Superintendent

Date

**If contract needs Board approval, it will require
Superintendent's signature.**

**Approval – Dr. Richard Rivera
Superintendent of Schools**

Date

HOUSE BILL 89 VERIFICATION

WESLACO INDEPENDENT SCHOOL DISTRICT

I, _____ (Person’s name), the undersigned representative
of _____ / _____
(Company or Business name) (Company or Business address)

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, do hereby attest and verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

- 1. ***"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and***
- 2. ***"Company" means a for-profit sole proprietorship, organization, association, Corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.***

This is an unsworn declaration by:

Name of Company Representative (Print)

Date

Signature of Company Representative

SENATE BILL 252 CERTIFICATION

**WESLACO INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT**

I, _____ the Undersigned, representative of

(Company or Business Name)

located in _____
(City) (State)

being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051, or Section 2253.153.

I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Weslaco Independent School District Purchasing Department.

This is an unsworn declaration by:

Name of Company Representative (Print)

Date

Signature of Company Representative