INDEPENDENT CONTRACTOR AGREEMENT

Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is made by and between Coldspring-Oakhurst Consolidated ISD "COCISD" and _____ ("Independent Contractor"), with an effective date of _____.

WHEREAS, the Independent Contractor represents that the Independent Contractor has extensive experience as a(n) _____ (Area of Specialization); and

WHEREAS, the Independent Contractor agrees to provide the professional services listed herein to COCISD on an as-needed basis during the term of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, COCISD and the Independent Contractor agree as follows:

I. SCOPE OF AGREEMENT AND LIMITATIONS OF AUTHORITY

1.1. Purpose: The Independent Contractor is hereby contracted to perform the services that COCISD specifies below on an as-needed basis, including but not limited to the following:

1. _____
2. _____
3. _____

1.2. The Independent Contractor has no authority to act for, or on behalf of, COCISD except as provided for in this Agreement. No other authority or power is granted or implied.

1.3. The Independent Contractor may not incur any debt, obligation, expense, or liability of any kind against COCISD without COCISD's express written authorization.

1.4. The Independent Contractor has no rights or benefits other than those set forth in this Agreement.

1.5. The Independent Contractor agrees that COCISD is not responsible or liable for any damages, injuries, deaths, or any other form of loss or harm arising from any of the Independent Contractor's negligent or intentional acts or omissions during the term of this Agreement.

1.6. The Independent Contractor will be responsible for the Independent Contractor's own negligent or intentional acts or omissions in connection with the performance of services under this Agreement.

1.7. The Independent Contractor hereby agrees and consents to COCISD obtaining the criminal history information of the Independent Contractor and agrees to waive any and all rights or claims arising under the Texas or United States Constitution, common law, or state or federal statutes, with respect to COCISD obtaining such criminal history, including, but not limited to, the right to be free from unreasonable searches or seizures, and any other privacy rights.

1.8 The Independent Contractor agrees to comply with all laws, regulations and rules of the United States, the State of Texas, the Texas Education Agency, the Texas Commissioner of Education, and COCISD, concerning the provision of services to COCISD and its students, including but not limited to, duties with respect to confidentiality of student records, duties to report abuse or neglect of students, and duties regarding the discipline and management of students.

1.9 The Independent Contractor affirmatively represents and avers that the Independent Contractor is fully qualified, by training or experience, to provide the services contemplated by this Agreement, and possesses all valid certifications and licenses required by any governmental entity, and has met all required registration requirements, that are necessary to authorize the Independent Contractor to perform the professional services contemplated by this Agreement.

1.10 The Independent Contractor, prior to performing any services to COCISD under this Agreement, shall provide to COCISD copies of all licenses and certifications that confirm the representations and affirmations contained herein.

II. RELATIONSHIP OF PARTIES

2.1. The Parties to this Agreement intend that the Independent Contractor, in performing the contracted services, will act and operate solely as an independent contractor. As such, the Independent Contractor shall maintain control of the work and the manner in which it is performed, and shall be free to accept and perform work for third-parties during the term of this Agreement.

2.2. The Independent Contractor acknowledges and agrees that the Independent Contractor is not an employee of COCISD and, accordingly, is not entitled to any benefits, insurance, or other privileges available to COCISD employees. The Independent Contractor shall not represent to any person or entity that the Independent Contractor is an employee or agent of COCISD. COCISD will not deduct any social security or income taxes from the payments made to the Independent Contractor as set forth in Section IV. COCISD will issue the Independent Contractor a 1099-Misc. form reflecting COCISD compensation from COCISD and the Independent Contractor will be liable for any and all worker's compensation payments and federal, state, and local employment, sales, use, excise, and other taxes arising out of the Independent Contractor's receipt of compensation under this Agreement.

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III. TERM; EXTENSION; TERMINATION

3.1. Term: The term of this Agreement shall begin on _____ (Date) and end on _____ (Date) unless earlier terminated in accordance with the terms of this Agreement.

3.2. Either party to this Agreement may terminate the Agreement at any time for any reason or for no reason. Good cause is not required for either party to terminate the Agreement. The terminating party shall provide written notice of termination to the other party. The parties agree that no property rights or interests under the Texas or United States Constitution are created by this Agreement.

3.3. Upon the termination of this Agreement, the Independent Contractor will deliver to COCISD all data, documents and other information pertaining to COCISD or COCISD's students in the Independent Contractor's possession, custody or control, within three (3) COCISD business days following the termination of this Agreement.

3.4 In the event this Agreement is terminated during the contract term, the Independent Contractor shall solely be entitled to payment for those services actually performed through the date of termination. **ALL OTHER DAMAGES OF ANY KIND ARE HEREBY WAIVED BY THE INDEPENDENT CONTRACTOR.** Without limitation, Independent Contractor shall not be entitled to any other compensation from COCISD, and shall not be entitled to any consequential damages, damages for lost-opportunity, or damages for lost profits of any kind.

IV. COMPENSATION

4.1 The Independent Contractor will submit invoices to COCISD on a monthly basis for services rendered pursuant to this Agreement. Without limitation, the total compensation payable to Independent Contractor during the term of this Agreement **shall not exceed** the sum of $_____. Payment from COCISD shall be made within 30 days of service and receipt of an invoice. (For District-Wide Agreements that multiple campuses/departments can use: Please note "See Attached" in the space above and attach a detailed "Fee Schedule" that district & campuses can reference regarding the cost of individual services. As services are scheduled, a QUOTE shall be sent to the campus/department that is requesting the service. This Agreement shall be referenced on ALL quotes. In this case, invoices shall be sent individually to the campus/department as services are rendered and as they are originally quoted with regards to the "Fee Schedule" attached to this Agreement)

4.2 The Independent Contractor is responsible for payment of all State, Federal, foreign, or local taxes, including income tax, withholding tax, social security tax, or pension contributions, on the funds distributed to the Independent Contractor by COCISD. COCISD is not responsible for payment of taxes or penalties applicable to nonpayment or underpayment of taxes. The Independent Contractor is further responsible for payment of any and all expenses, insurance premiums, including errors and omissions policies, medical insurance policies, or life insurance policies that the Independent Contractor may need or desire to perform services under this Agreement.

4.3. The compensation set forth in this Section IV is the sole compensation available to the Independent Contractor for services performed under this Agreement.

4.4 All amounts to be paid under this Agreement are specifically contingent on COCISD's receipt of funds from the State of Texas and/or the federal government.

V. WORK STANDARDS/STANDARD OF CARE

The Independent Contractor shall control the method, means and details of the work performed under this Agreement. The Independent Contractor shall perform services under this Agreement in conformance with, and will adhere to, the standards of professional skill, care, and quality ordinarily provided by members of the Independent Contractor's profession in Texas performing the same or similar services, shall perform all services required under this Agreement in a manner consistent with those standards of care, and shall provide services under this Agreement in a good and workmanlike manner.

VI. MATERIALS AND EQUIPMENT

The Independent Contractor shall furnish, at the Independent Contractor's own expense, all materials, equipment, and supplies necessary for the Independent Contractor to perform services under this Agreement.

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VII. INSURANCE/INDEMNIFICATION

7.1. The Independent Contractor shall maintain a policy or policies of liability insurance with coverages (including, but not limited to, professional liability coverage) that is/are sufficient to protect COCISD and the Independent Contractor against any claims, demands, causes of action, or damages arising out of the Independent Contractor's performance of services under this Agreement. The limits of liability of such policy(ies) shall be in an amount acceptable to COCISD. Such policy(ies) (i) shall be written by companies authorized to issue such insurance policy(ies) in the State of Texas, (ii) shall and must name COCISD as an additional insured, and (iii) shall contain no specific limitations on the coverage afforded additional insureds.

72. THE INDEPENDENT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, SAVE, AND DEFEND COCISD AND COCISD'S OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND DAMAGES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND EXPENSES, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE PROVISION OF SERVICES BY THE INDEPENDENT CONTRACTOR, OR ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE INDEPENDENT CONTRACTOR.

VIII. GENERAL AND ADMINISTRATIVE PROVISIONS

8.1 Assignment. The Independent Contractor shall have no right to transfer or assign the Independent Contractors rights or obligations under this Agreement.

8.2 No Waiver. The failure or delay in the enforcement of the rights detailed in this Agreement by COCISD shall not constitute a waiver of those rights or be considered as a basis for estoppel. COCISD may exercise its rights under this Agreement despite the delay or failure to enforce those rights.

8.3 Paragraph Headings. The paragraph headings used in this Agreement are descriptive only and shall have no legal force or effect whatever.

8.4 Use of Pronouns. The use of the neuter singular pronoun to refer to any Party described in this Agreement shall be deemed a proper reference whether the Party is an individual, a partnership, a corporation, a governmental entity or group of two or more individuals, partnerships or corporations. The grammatical changes required to make the provisions of this Agreement applicable to corporations, partnerships, governmental entities, individuals, groups of individuals or to females as well as males shall, in all instances, be assumed as though in each case fully expressed.

8.5 Governing Law/Venue. This Agreement shall be subject to, construed in accordance with, and governed by the laws of the State of Texas without regard to its conflict of laws principles, the choice of law being the laws of the State of Texas. It is expressly agreed that the venue of any cause of action involving or related to this Agreement shall be in the District or County Courts of San Jacinto, Texas located in Coldspring, San Jacinto County, Texas, and any objections to such venue are hereby irrevocably waived. Any and all obligations or payments are due and payable in Coldspring, San Jacinto County, Texas.

8.6 Dispute Resolution/Grievance Procedure. The Independent Contractor agrees to participate in mediation with COCISD as a condition precedent to any action or lawsuit being initiated against COCISD arising under this Agreement. The Independent Contractor also agrees to participate in COCISD's internal grievance procedures as set forth in COCISD Board Policy as a condition precedent to any action or lawsuit being initiated against COCISD arising under this Agreement.

8.7 Severability. If any provision of this Agreement shall, for any reason, be held to be in violation of any applicable law, or if any provision of the Agreement is held to be unenforceable, the invalidity of such a specific provision in this Agreement shall not be held to invalidate any other provisions in this Agreement, which other provisions shall remain in full force and effect unless removal of the invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement shall be cancelled.

8.8 Entire Agreement. This Agreement shall represent the entire agreement by and between COCISD and the Independent Contractor and shall supersede any prior understandings or agreements between the Parties. This Agreement may not be amended except by written amendment duly executed by the Parties.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

Please check any of the following that apply:

Current COCISD Employee: YES ☐ NO ☐ TRS (Teacher Retirement System) Member: YES ☐ NO ☐

_____	_____	_____
Independent Contractor	Independent Contractor's Signature	Date

DISTRICT USE ONLY – COMPLETED BY BUSINESS OFFICE

☐ **Continuing Duties (Ongoing)**

☐ **Alone with Students (Non-Supervised Contact)**

FUND DESIGNATION: ☐ **General Fund** ☐ **Title** ☐ **Campus Activity** ☐ **Student Activity (Club)**

_____ If initialed by CFO, then Liability Insurance Coverage is waived

_____	_____
Adam Jenke, CFO	**Date**