



## CONSULTANT SERVICE CONTRACT

The Crosby Independent School District, hereinafter referred to as "District," and independent contractor \_\_\_\_\_, hereinafter referred to as "Consultant," enter into a contract on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the provision of consultant services.

- I. District agrees to engage Consultant, and Consultant agrees to perform personally, in a manner satisfactory to District, the following services:

*Describe the services to be performed in this space including the days/hours to be worked. the service to be performed and any other specific requirements of the engagement.*

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2. Unless discontinued earlier by District, the services are to be performed at the following times and places:

*Describe the days/hours to be worked and the location where the work will take place.*

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District agrees to pay Consultant a fee of \$\_\_\_\_\_ per \_\_\_\_\_/[hour, day, Week] for a total fee not to exceed \$\_\_\_\_\_, as compensation for services rendered. The Consultant shall be responsible for all expenses related to transportation, lodging, meals, and materials unless approved by the Superintendent. **All reimbursements approved by Superintendent shall be made in accordance with the CISD EMPLOYEE TRAVEL GUIDELINES. Consultant shall not be paid in advance.**

For clarification purposes, the following definitions shall apply to the consultant service contract:

- An HOUR shall be defined as a 60-minute segment of time performing services agreed upon under this contract (does not include breaks, lunches or any other time used for personal reasons).
- A DAY shall be defined as 8 or more hours worked while performing services agreed upon under this contract (no adjustments shall be made to the compensation rate if hours exceed 8 for a day).
- A WEEK shall be defined as 40 or more hours worked while performing services agreed upon under this contract (no adjustments shall be made to the compensation rate if hours exceed 40 for a week). A week shall also be defined as Saturday (12:00am) to Friday (11:59pm).

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 Consultant prior to completion of the contract, compensation shall be prorated on the basis of hours actually worked, and Consultant shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred through date of termination.

Consultant may not assign this contract to a third party without the written consent of the District. Consultant must complete the Contractor Certification (Texas Senate Bill 9, TEC 22) Form; conduct a criminal background check and fingerprinting as required, at the Consultant's expense, of all individuals and businesses employed under this contract. **This must be completed prior to the start of any work.**

Consultant agrees to utilize the District's time clock system to account for all on-site compensable hours.

Consultant is not an employee of District, and is not entitled to fringe benefits, pension, workers compensation, retirement or unemployment compensation. 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 Consultant. Compensation shall be paid by Business Office once a requisition has been issued and approved and the timesheet has been approved.

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

Consultant agrees to maintain all records for a period of seven years as the district and local, state, and federal agencies reserve the right to audit contractor records.

IN WITNESS WHEREOF, Crosby Independent School District and Consultant have executed this contract, effective the date first herein written.

CROSBY INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
*Superintendent or designee*

Date: \_\_\_\_\_

CONSULTANT

By: \_\_\_\_\_

Date: \_\_\_\_\_

Social Security/Fed. Tax ID No.: \_\_\_\_\_

Signature of CISD Staff Contact Person (prior to contract execution): \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date of Board approval: \_\_\_\_\_  
*(for contracts of \$50,000 or more)*

*Budget Account Code(s):* \_\_\_\_\_  
*(to be completed prior to execution of contract)* \_\_\_\_\_.