

**PROGRESO INDEPENDENT SCHOOL DISTRICT
CONSULTING AGREEMENT**

THIS AGREEMENT is entered on this the _____ day of _____, _____, by and between _____ herein called **CONTRACTOR** and the Progreso Independent School District, herein called **DISTRICT**

WHEREAS the **DISTRICT** desires to engage the **CONTRACTOR** to render certain technical services related to the project called _____ and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Employment of CONTRACTOR:** The **DISTRICT** agrees to engage the **CONTRACTOR** and the **CONTRACTOR** agrees to perform in a manner satisfactory to the **DISTRICT** the following services:

2. **Date, Time, Place of Performance:** The services are to be performed at the following:

DATE: _____

TIME: _____

PLACE: _____

3. **Statement of Service to be rendered:**

4. **Special Stipulations**

5. Have you ever been convicted of or pled guilty to a felony or offense involving moral turpitude (including, but not limited to, theft, attempted theft, fraud, rape, murder, swindling, and indecency with a minor)? If yes, please state where, when and the nature of the offense; indicated whether the charges were dismissed as a condition of probation, suspension, or deferred adjudication. _____

6. **Compensation:** The **DISTRICT** agrees to pay the **CONTRACTOR** a fee of _____ per _____ for all work performed. No additional fees or reimbursable to be applicable.

7. **Termination of Contract:** **CONTRACTOR** shall have completed all work covered by this contract and this contract shall terminate unless extended by mutual agreement of the **DISTRICT** and the **CONTRACTOR** at the time of final performance is completed as indicated in paragraph 2 herein. This contract may be terminated by the **DISTRICT** if for any reason the **CONTRACTOR** shall fail to fulfill in a timely and proper manner his or her obligations under this contract, in which event the **DISTRICT** may terminate the contract by giving written notice of such termination and the effective date of the termination. In the event of termination of the contract, the **CONTRACTOR** shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination.

The **DISTRICT** may also terminate this contract at any time without cause by the furnishing of a verbal or written notice from the Superintendent or the Chief Financial Officer/Administrator. The **CONTRACTOR** shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination

8. **Independent CONTRACTOR and hold Harmless Agreement:** **CONTRACTOR** is an independent **CONTRACTOR** and shall be solely responsible for payment of his or her employees and shall provide if require, workmen's compensation and public liability insurance to protect himself or herself from liability for injuries or damages to his or her employee and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by reason of employment. The **CONTRACTOR** agrees to hold **DISTRICT** harmless from any and all liability that **DISTRICT** may incur, including without limitation damages or every kind and nature, out of pocket costs and legal expenses, incurred by reason of the **CONTRACTOR'S** negligence or breach of this contract.

9. **Entire Agreement:** The contract constitutes the entire agreement of the parties hereto and it may not be changed or altered except by written agreement signed by the parties to this contract.

IN WITNESS WHEREOF the **PROGRESO INDEPENDENT SCHOOL DISTRICT** and the **CONTRACTOR** have executed this agreement effective the date first herein written.

DISTRICT

CONTRACTOR

Director/Principal

Contractor Signature

Superintendent/Administrator

Address

City, State, Zip

Telephone Number

EIN or Social Security Number

NOTE: Attach copy of contract to requisition, and forward to Purchasing Supervisor for approval and payment