



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address: P.O. Box 100
Canutillo, TX 79835

PROFESSIONAL SERVICES CONTRACT

CONTRACT # _____

*1. This contract is entered by and between **Canutillo Independent School District**, hereinafter designated "District" and _____ Social Security or Employer Identification Number _____ Hereinafter designated "Contractor" (W-9 form must be completed).

*2. My name and title are _____ as the **department/school supervisor, I** authorize that during the period beginning _____ and ending _____ Contractor, as an independent contractor, who is not an employee or agent of the District, shall provide to the District, the following services for the use and benefit to public education in Texas:

Services Provided (Be Specific)

Time: _____ Location: _____

*3. For the performance, satisfactory to the District, of the services described above, the District shall pay to Contractor a fee equal to the sum of \$ _____. The total amount payable to the Contractor by the District pursuant to this contract shall in no event exceed the sum of \$ _____. **All payments due to Contractor shall be made by a District check upon completion of work and submission of an itemized invoice with District Supervisors Signature. (Payment will be generated within 30 days after the items or service is received along with an original invoice)**

4. All materials and products developed pursuant to this contract shall be the property of the District. The contractor shall not assert any claim or equity, or assert any claim to statutory copyright and/or patent in such materials and products without the prior written permission of the District

5. This contract is subject to all State of Texas and Federal laws, rules, and regulations including, but not limited to Title VI of the Civil Rights Act of 1964, as amended. This contract shall be interpreted according to the laws of the State of Texas.

*6. Contractor [] is [] **is not incorporated**. If incorporated, Contractor must attach a current franchise tax Certificate of Good Standing, available from the Texas State Comptroller, to this contract when signed and returned to the District.

7. Contractor Affirms that this contract does not create a conflict of interest with his/her present employer.

8. This contract may not be assigned by the Contractor without the written consent of the District.

9. Either party may terminate this contract without cause on ten (10) days written notice. The District for cause may also terminate this contract. Specifically, although not exclusively, cause shall include the District having to cancel an event related to the Contractor's performance for reasons beyond its control, or for the Contractor's failure to perform as contemplated by the District. In this case of the cause described herein, should a dispute arise over whether cause exists, the judgment of the District will control. On termination, the Contractor shall be due only compensation earned and reimbursement for approved costs. No fee will be due when termination was on ten (10) day notice.

10. The Contractor shall indemnify and save harmless the District and its Board of Trustees, agents, and employees from all suits, actions or claims of any character, type, or description, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by the negligent acts, errors or omission of the Contractor, his agents or employees in the performance of its duties under the terms of this contract.

11. In the event that the District must substantially modify or reduce the size or scope of the project due to financial exigency or lack of funding the District shall give 10 day notice to Contractor.

12. ***Note: This process takes seven to ten (7-10) business days to complete. Please plan accordingly and realize that this contract is not authorization to proceed without and approved District Purchase Order.***

13. **If the scope of the project requires the Contractor to have direct contact with students, the CISD originator must provide a copy of the TB test results and a Criminal History Release form to the Human Resources Department.**

*14. This Contract shall be governed by the laws of the State of Texas and be performable in El Paso County, Texas.

AGREED and accepted on behalf of Contractor to be effective on the earliest date written above by a person authorized to bind Contractor.

Contractor must sign and return.

Contractor:

Authorized Signature

Printed Name

Title

District Supervisors Signature: _____

Department/Campus _____

Account Number to Charge: _____

*All Items with asterisk must be completely filled in

1. Will the contractor have continuing duties throughout the year?*	
2. Will the contractor have direct contact with the students?*	
3. Will the contractor work on a contract for services?*	
4. Will Contractor be unsupervised with students?*	

TO BE FILLED OUT BY FINANCIAL SERVICES DIVISION

AGREED on behalf of the District this _____ day of _____ (month and year), by a person authorized to Bind the District.

Director of Finance

TO BE FILLED OUT BY HUMAN RESOURCES DEPARTMENT

- Criminal History Release: _____
 - Authorization to Proceed: _____, Human Resources Executive Director
- Date: _____