

**HARLINGEN CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
CONTRACT/CONSULTING AGREEMENT**

THIS AGREEMENT is entered into on this the _____ day of _____, _____, by and between _____ herein called **CONTRACTOR** and the Harlingen Consolidated 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: _____

<input type="checkbox"/> Will have contact with students and will have HCISD Supervision
<input type="checkbox"/> Will have contact with students and will not have HCISD Supervision (Fingerprinting required contact 956-430-9766 for next steps)
<input type="checkbox"/> Will not have Contact with students

3. **Special Stipulations:** _____

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

5. **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 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 prior to completion 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 Assistant Superintendent for Business. The **CONTRACTOR** shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination.

6. **Contractor Employees:** Employees of **CONTRACTOR**, that have direct contact with students and are hired after January 1, 2008, must be fingerprinted in accordance with Senate Bill 9. By signing this agreement, contractor attests that they have conducted necessary finger printing in accordance with Senate Bill 9 for its employees.

7. **Independent CONTRACTOR and Hold Harmless Agreement:** **CONTRACTOR** is an independent **CONTRACTOR** and shall be solely responsible for payment of his employees and shall provide, if required, workmen's compensation and public liability insurance to protect himself from liability for injuries or damages to his employees 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 of every kind and nature, out of pocket costs and legal expenses, incurred by reason of the **CONTRACTOR'S** negligence or breach of this contract.

8. **Criminal Background Check:** By signing this consulting agreement you are authorizing a criminal background check of yourself. This check will be made from public record sources. You will have the opportunity to review and challenge any adverse information disclosed by the check. Contract is not valid until all parties have signed the agreement. I hereby release and agree to hold harmless from liability any person or organization that provides information. I also agree to hold harmless HCISD and its officers, employees and volunteers thereof.

9. **Entire Agreement:** This 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 **HARLINGEN CONSOLIDATED INDEPENDENT SCHOOL DISTRICT** and the **CONTRACTOR** have executed this agreement effective the date first herein written.

DISTRICT

Director

Superintendent/Administrator

Human Resources Clearance

CONTRACTOR

Contractor Signature

Print Contractor's Name

Address

City, State Phone Number

EIN OR Social Security Number Date of Birth

DPS Computerized Criminal History (CCH) Verification

(AGENCY COPY)

I, _____, acknowledge that a Computerized Criminal

APPLICANT or EMPLOYEE NAME (Please print)

History (CCH) check may be performed by accessing the Texas Department of Public Safety Secure Website and may be based on name and DOB identifiers. (This is not a consent form, but serves as information for the applicant.) Authority for this agency to access an individual's criminal history data may be found in Texas Government Code 411; Subchapter F.

Name-based information is not an exact search and only fingerprint record searches represent true identification to criminal history record information (CHRI), therefore the organization conducting the criminal history check is not allowed to discuss with me any CHRI obtained using the name and DOB method. The agency may request that I also have a fingerprint search performed to clear any misidentification based on the result of the name and DOB search.

In order to complete the fingerprint process I must make an appointment with the Fingerprint Applicant Services of Texas (FAST) as instructed online at [www.txdps.state.tx.us /Crime Records/Review of Personal Criminal History](http://www.txdps.state.tx.us/CrimeRecords/ReviewofPersonalCriminalHistory) or by calling the DPS Program Vendor at 1-888-467-2080, submit a full and complete set of fingerprints, request a copy be sent to the agency listed below, and pay a fee of \$25.00 to the fingerprinting services company.

Once this process is completed the information on my fingerprint criminal history record may be discussed with me.

(This copy must remain on file by this agency. Required for future DPS Audits)

Signature of Applicant or Employee (optional)

Date

Agency Name (Please print)

Agency Representative Name (Please print)

Signature of Agency Representative

Date

Please: Check and Initial each Applicable Space	
CCH Report Printed:	
YES _____	NO _____ initial
Purpose of CCH: _____	
Empl ___	Vol/Contractor ___ _____ initial
Date Printed: _____	_____ initial
Destroyed Date: _____	_____ initial
Retain in your files	