

Crandall ISD
400 West Lewis Street
Crandall, Texas 75114
972-427-6000



CONTRACTED SERVICES AGREEMENT

Contracted Party: _____ **Identification (SS or EI) No.** _____

Mailing Address: _____

Telephone : _____ **Email:** _____

WHEREAS, this Contracted Services Agreement (“Agreement”) is entered into between Crandall Independent School District (“School District” or “CISD”) and _____ (“Contracted Party”), for the purpose of providing certain and specific services.

WHEREAS, Contracted Party declares that it is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this agreement.

WHEREAS, Contracted party declares that it is engaged in the same or similar activities for other clients and that CISD is not contracted party’s sole and only client or customer.

WHEREAS, it is understood that no conflict of interest is presented to either party in the hiring of the Contracted Party to provide such service(s). Contracted party hereby notifies CISD that it falls into any of the following categories:

- Current employee (**you must check if you are a CISD substitute**)
- Former employee (if so, when was last date of employment? _____)
- Current trustee
- Former trustee
- Immediate family member is a current employee or Trustee
- TRS Retiree (if so, what was date of retirement? _____)
- None of the above

Please note that current employees MAY NOT also be independent contractors for CISD. A current employee includes individuals who are members of the active substitute pool.

THEREFORE, the parties agree that the following services are to be performed under this contract:

[List specific services to be performed]

Responsibilities of Contracted Party:

1. Provides service(s) according to the terms of this contract. Additional services not listed or additional services in excess of this contract requires prior approval.
2. Services are not to be performed until Contracted Party has received a CISD signed purchase order.
3. Verify all training areas required of Texas public school educators are known and understood by the Contracted Party (student record confidentiality, for example).
4. Notify School District if any condition(s) of this contract require revision.
5. Comply with Senate Bill 9 (SB9), as enacted by the 2007 legislature.

Responsibilities of School District:

1. Approve reasonable payment of Contracted Party up to, but not exceeding, the amount specified on this contract.
2. Review any necessary revision(s) to this contract and secure approval of all contracting parties.

TERMS OF PAYMENT. CISD shall pay contracted party according to the following terms and conditions:

- A. \$ _____ at completion of services.
- B. \$ _____ per hour for service delivery with a maximum of _____ hours during the contract period.
- C. \$ _____ per day for service delivery with a maximum of _____ days during the contract period.
- D. \$ _____ per month for service delivery with a maximum of _____ month during the contract period.

Contracted party shall submit time sheets or an invoice, as appropriate, for the work performed per this Agreement.

Percentage of Funds, per funding source, to be used for payment [to be completed by CISD]:

- ┆ Local _____
- ┆ ESSA Title I _____
- ┆ ESSA Title II _____
- ┆ ESSA Title III _____
- ┆ IDEA-B _____
- ┆ IDEA-B Preschool _____
- ┆ Perkins _____
- ┆ Other _____

INSTRUMENTALITIES. Contracted party shall supply all equipment, tools, materials, and supplies to accomplish the designated tasks, except as follows:

PARTIES' RELATIONSHIP. Contracted party retains the sole right to control or direct the manner in which the services described herein are to be performed. Contracted party will perform his/her duties herein in accordance with local, state, and federal laws, rules, and regulations and will comply with the administrative regulations and policies of CISD. Subject to the foregoing, CISD retains the right to inspect, halt, prescribe/recommend alterations to the work to insure its final conformity with that specified herein.

PAYROLL AND TAXES. No payroll or employment taxes of any kind shall be withheld or paid with respect to payment to contracted party. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state employment insurance tax. Contracted party shall pay its own taxes.

WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by the CISD on account of contracted party or its employees, agents, or representatives.

EMPLOYEE BENEFITS. Contracted party will not have any claim under this Agreement or otherwise against CISD for vacation/holiday pay, sick leave, unemployment insurance, retirement benefits, disability benefits, or employee benefits of any kind.

TERM AND TERMINATION. This agreement shall be effective on _____ and shall end on _____. During the contract period, if Contracted Party becomes unable, unwilling, or fails to provide the services under this contract, School District may withhold payment to Contracted Party. Either party may terminate this contract with thirty (30) days written notice to the other party. School District may terminate this contract immediately without any penalty if Contracted Party violates the terms of this Agreement.

ASSIGNMENT. This Agreement may not be assigned by either party without the express written consent of the other party.

MODIFICATION. This Agreement may not be amended or modified except in writing authorized by both parties.

MERGER CLAUSE. This Agreement (including attachments) is the final, complete, and exclusive statement and expression of the Agreement among the parties hereto with relation to the subject matter of this Agreement. It is understood that there are no oral representations, understandings, or agreements covering the same subject matter as this Agreement.

PUBLIC INFORMATION. This Agreement including all documents and all electronic information in either parties' possession are subject to the provisions of the Texas Public Information Act.

JURISDICTION. This Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Business and Commerce Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract not resolved by mediation shall be resolved in the courts of Kaufman County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts.

ISRAEL BOYCOTT. If Company is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, has ten (10) or more full-time employees, and the value of the Agreement with the Company is \$100,000 or more, pursuant to Texas Government Code Ann. Chapter 2271, as amended, Company certifies to the District, by submitting Company's Agreement to the District, that the Company does not boycott Israel and will not boycott Israel during the term of this Agreement.

FIREARM ENTITY/TRADE ASSOCIATION NONDISCRIMINATION. If Company is not a sole proprietorship, has ten (10) or more employees, and the value of Company's Agreement has a value of \$100,000 or more, Company certifies by submitting Company's Agreement that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the District, unless excepted from the law.

ENERGY COMPANY BOYCOTT. As required by Texas Government Code Ann. Chapter 2274, if Company has ten (10) or more employees, is not a sole proprietorship, and if the value of Company's Agreement has a value of \$100,000 or more, Company certifies by submitting Company's Agreement that it does not boycott energy companies and will not during the term of any contract with the District, unless excepted by that law.

TERRORIST ORGANIZATIONS. Pursuant to Texas Government Code Ann. Chapter 2252, Company verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Company has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Agreement.

ABORTION PROVIDERS. Pursuant to Texas Government Code Ann. Chapter 2272, by submitting and entering into this Agreement with the District, the Company verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers, whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any Agreement entered into by the District is void if the Company has such a prohibited affiliation or contractual relationship.

Agreed to on this _____ day of _____, 20____, at Kaufman County, State of Texas.

Contracted Party

Date

Chief Financial Officer
Crandall ISD

Date