

East Central Independent School District

6634 New Sulphur Springs Rd.
San Antonio, Texas 78263 (210) 648-7861

ABBREVIATED CONTRACTED SERVICES FORM

The East Central Independent School District hereinafter referred to as "**DISTRICT**" and Independent Contractor, hereinafter referred to as "**CONTRACTOR**" enter in to a contract on this the ____ day of _____, 20____, for the provision of contracted services.

- I. The District agrees to engage the Contractor and the Contractor agrees to perform personally in a manner satisfactory to the District, the following services (describe the services to be performed):

- II. The services are to be performed at the following times and places only, there is no extension to this Agreement, except as agreed to in writing by the parties:

The DISTRICT agrees to pay the CONTRACTOR, the sum of \$ _____, for the services rendered under this Agreement. **The DISTRICT shall not otherwise be responsible for any fees, expenses or other costs incurred by CONTRACTOR in rendering these services.**

Payment shall be made by DISTRICT within fifteen (15) days of receipt of approved invoice by DISTRICT, which shall be tendered immediately after the completion of the services herein described.

This contract may be terminated by the DISTRICT at any time without cause and without penalty to the DISTRICT. In the event of termination by the DISTRICT or the CONTRACTOR prior to completion of the contract, compensation shall be prorated on the basis of hours actually worked, and the CONTRACTOR shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

The CONTRACTOR may not assign this contract to a third party without the written consent of the DISTRICT.

Effective, September 1, 2017, the CONTRACTOR affirms that it does not boycott Israel and will not boycott Israel during the contract term.

The CONTRACTOR is not an employee of the District, is not entitled to fringe benefits, pension, unemployment compensation, worker's compensation, retirement, etc. The 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 the CONTRACTOR.

CONTRACTOR's employees who work with or around students while servicing the District must have a criminal background check conducted before any work is performed. Allow a minimum of five (5) working days for the criminal background check to be conducted. No work can be performed before the background check and fingerprint process has been completed by the Contractor and received by the District. The CONTRACTOR is responsible for the fingerprinting fee. Contact the Human Resources Department for more information.

Contractor assures his/her employees servicing the Contract has not been convicted of: 1) A felony under Penal Code, Title 5; 2) An offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure; or 3) An offense under the laws of another state or federal law that is equivalent to one of these offenses, AND at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in public school. Senate Bill 9 directs School District Contractors to obtain fingerprint-based background searches on their employees who have direct contact with students.

To the extent applicable, the CONTRACTOR agrees to comply with all provisions and requisites of the Family Educational Right and Privacy Act (FERPA) and to ensure the confidentiality of all students and District records as required by law.

The CONTRACTOR agrees to hold the DISTRICT harmless from any and all liability incurred by the DISTRICT by reason of the CONTRACTOR'S negligence or breach of contract including, without limitation, damages of every kind and nature, out of pocket costs and legal expenses.

IN WITNESS WHEREOF the East Central Independent School District and the CONTRACTOR have executed this contract effective the date first herein written.

IMPORTANT

Contract is not valid if amount exceeds \$5,000.00.

DISTRICT:

Signature of CFO
By: _____

Title: _____
Dept.: _____
Phone #: _____

Campus Principal Signature:

CONTRACTOR:

Signature
By: _____

Address, City, State, Zip: _____

Residence Phone #: _____

Business Phone #: _____

S.S.#/EIN: _____

Personnel Signature:
