SCHEDULE 1
TO
AGREEMENT FOR CONTRACT SERVICES
INDEPENDENT CONTRACTOR

Name of Consultant: _____

Address:

_____

Street address **OR** PO Box, City, State **AND** Zip Code

E-Mail Address: _____

_____ _____

Telephone Tax Identification or SSN #

Licenses, Certifications and/or Credentials (copies must be attached if applicable):

_____

Are you a Teacher Retirement System (TRS) retiree? ____Yes _____No

Estimated amount of <u>time</u>, <u>specific dates</u> and a <u>detailed description</u> of the services to be provided:

_____

_____

Prices and Payment:

For services rendered hereunder by the Consultant, the District shall pay Consultant at the rate of

$ _____ Per **Choose one of the following:**

☐**hour,** ☐**day (date),** ☐**performance, etc.**

Expense Total (If applicable. <u>This may be an estimate</u>.)

$ _____ (Expenses include hotel, airfare, mileage, meals, etc.)

$ _____ **TOTAL OF CONTRACT INCLUDING EXPENSES**

The Consultant shall submit a written billing statement to the District on a monthly basis. The written billing statement must identify the days during the preceding calendar month on which Consultant provided Services hereunder to the District. For each day on which Consultant provided Services to the District hereunder, the **monthly billing statement must also include a statement of the amount of time spent by the Consultant in performing Services on that day and a summary of the nature and/or type of Services provided on that day.**

Upon verification of the information set forth in the Consultant's monthly billing statement, the District shall, within 30 days, pay Consultant for the Services performed by Consultant (as described and identified in the monthly billing statement), at the hourly/day limit rate stated above. Consultant shall also pay all applicable sales, use or other taxes or duties, however designated, which are imposed on any Services or any associated products or materials pursuant to this Agreement.

AGREEMENT FOR PROFESSIONAL SERVICES – INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES – INDEPENDENT CONTRACTOR ("Agreement") is made between ARGYLE INDEPENDENT SCHOOL DISTRICT ("District') and the individual or entity identified as the consultant ("Consultant") in Schedule I, which is attached hereto and made a part of this Agreement for all purposes.

For good and valuable consideration (including, without limitation, the mutual promises made in this Agreement) the District and the Consultant hereby agree as follows:

1. Parties. The District is an independent school district organized and operating in accordance with the laws of the State of Texas. The administrative offices of the District are located at 2001 Texan Drive, Justin, Texas 76247. Specific information regarding the Consultant (including any licenses, permits or certifications possessed by the Consultant relating to the Consultant's qualifications and/or authority to provide the Services described in this Agreement), is set forth as Schedule 1.

2. Description of Services. The District engages the Consultant to provide, and the Consultant agrees to provide the services ("Services") described in Schedule 1. The District shall designate the students in the District, for whom the Consultant shall provide Services hereunder, and the calendar time frames within which Services must be provided, however, the Consultant shall determine the specific days and times of the Consultant's Services and the legal and professional means and methods by which the Consultant will accomplish the Services. The Consultant represents and warrants that he or she is regularly engaged in the business of performing services such as the Services described herein and that he or she is fully and appropriately licensed, authorized and legally certified to provide the Services described in Schedule 1. During the term of this Agreement, the Consultant may provide services for individuals or entities other than the District and is not required to devote all of his or her time or resources to the provision of Services to the District.

3. Payment for Services. The District agrees to pay the Consultant in accordance with the price and payment terms set forth in Schedule 1, and the Consultant agrees to accept such amounts as full payment for Services provided pursuant to this Agreement. All payments are subject to the provisions of the Texas Prompt Payment Act, Tex. Gov't Code Chapter 2251.

4. Independent Contractor Relationship. THE DISTRICT AND THE CONSULTANT SPECIFICALLY ACKNOWLEDGE THAT IT IS THEIR MUTUAL AGREEMENT AND INTENTION THAT UNDER THIS AGREEMENT, THE CONSULTANT SHALL NOT BE DEEMED TO BE AN EMPLOYEE, SERVANT, AGENT, OR PARTNER OF THE DISTRICT OR TO HAVE ANY RELATIONSHIP WITH THE DISTRICT OTHER THAN THAT OF INDEPENDENT CONTRACTOR.

5. Confidentiality of Student Information. As an independent contractor retained by the District to perform Services under this Agreement, the Consultant shall be deemed a "school official "as that term is defined in the District's Board Policy FL (LOCAL). Further, it is understood and agreed that in order to perform Services hereunder, it will be necessary for the Consultant to review and be provided access to the "educational records" (as that term is defined in the Texas Education Code and the Family Education Rights and Privacy Act) of students of the District for whom the Consultant provides Services hereunder. The Consultant agrees to maintain the confidentiality of any and all educational records of students in the District that are disclosed to, or reviewed by, the Consultant in accordance with Federal and state laws, rules and regulations.

6. Materials and Supplies and Non-Reimbursement of Expenses. The Consultant shall supply, at Consultant's sole cost and expense, all materials and supplies necessary for the Consultant to perform Services hereunder. The District shall not be liable to the Consultant for an expense paid or incurred by the Consultant (including, without limitation, business and travel expenses) unless specifically agreed to in writing by the District.

7. Tax Duties and Responsibilities. The District shall not pay or withhold any Federal, state or local taxes of any kind relating to payments made to Consultant for Services provided hereunder. Consultant is responsible for, and agrees to pay, all Federal, state or local taxes relating to payments received by Consultant for the performance of Services hereunder, including, without limitation, Federal income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses or other payments required by law.

8. Benefits. Since the Consultant is an independent contractor (and not an employee) of the District, the Consultant shall not be eligible for, or be permitted to participate in, any benefits offered or provided by the District to its employees, including, without limitation, any pension plans, health insurance plans, disability insurance plans, paid vacation days, sick leave days or other employee benefit plans of any nature whatsoever.

9. Insurance. The District shall not obtain or maintain any workers' compensation or other type of insurance for or on behalf of Consultant. The Consultant shall comply with all law, rules and regulations applicable to workers' compensation and shall provide the District with a certificate of any workers' compensation insurance that is required by law, and certificates of such other types of insurance as the District may reasonably request, in such forms and in such amount as shall reasonably be acceptable to the District.

The insurance required shall be written by an insurance company having an **A VIII** rating or better by A.M. Best and shall be written in limits for not less than the minimum required by law or the following:

1. Commercial General Liability (including Premises- Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

(a) General Aggregate	$2,000,000
(b) Products Comp/Ops.Aggregate	$1,000,000
(c) Personal & Adv. Injury	$1,000,000
(d) Each Occurrence	$1,000,000
(e) Per Project Aggregate	$2,000,000

2. Workers Compensation Coverage & Employers Liability:

(a) Each Accident	$1,000,000
(b) Disease-Policy Limit	$1,000,000
(c) Disease-Each Employee	$1,000,000

3. Automobile Liability:

(a) Owned/Non-owned and Hired	$1,000,000

4. Excess/Umbrella Liability:

(a)	$1,000,000

5. If applicable Architect/Engineers Professional Liability:

(a)	$1,000,000

6. **An "Original Certificate of Insurance" will evidence compliance with the insurance requirements and must be provided to District prior to Consultant rendering service to District.**

7. Other insurance requirement as agreed upon in the contract addendum for each individual project.

10. Indemnification. If a court, other administrative agency or other authorized person shall find that the Consultant is an employee of the District hereunder, the Consultant shall indemnify and hold the District harmless from and shall pay all taxes, fines, penalties, damages and other costs assessed against or incurred by the District in connection with such a finding by the applicable court, administrative agency or other authorized person.

11. Term and Termination. This Agreement shall commence on the date specified as the Effective Date below, and shall continue in effect until it is terminated by either party as provided herein. Either party may terminate this Agreement, with or without cause, by giving 30 days written notice of termination to the other party. District, being a governmental entity that operates on an annual budget funded by taxpayer dollars, may terminate this agreement if the board of trustees in a majority vote does not appropriate funds for the continuance of services by Consultant.

12. No Authority to Bind the District. The Consultant has no authority to enter into contracts or agreement on behalf of the District or in any way to act for or on behalf of the District.

13. Public Information. This Agreement including all documents and all electronic information in the District's possession are subject to the provisions of the Texas Public Information Act.

14. Governmental Immunities. Nothing in this Agreement expressed or implied is intended, or shall be construed to waive District's governmental immunities. Nothing in this Agreement is intended, or shall in any way be construed, so as to create any form of partnership, joint venture, or agency relationship between the parties, the parties hereby expressly disclaiming any intention of any kind to create any such partnership, joint venture, or agency relationship between themselves.

15. Liability. Consultant shall assume all liability for any injury to the District or its agents or employees, or for any damage to the District's property (personal or real) caused by the negligence, misconduct, error or omission of Consultant. Consultant agrees to indemnify, hold harmless, and defend the District from and against any and all losses, claims, suits, liabilities and expenses, including reasonable attorneys' fees, if any, arising, growing out of or resulting in any way connected with Consultant's performance of its obligations under this Agreement. District shall promptly notify Consultant in writing of any claim District intends to assert against Consultant. Consultant will have a reasonable amount of time to resolve or cure any claim asserted by District.

16. Student Contact. A Consultant who will have direct contact with students shall supply information required by Texas Education Code Section 22.0834 to the appropriate authorities. Consultant shall comply with campus access policies, designated parking policies and other requirements necessary to comply with Texas Education Code Section 22.0834.

17. Consultant Conduct. Consultant shall comply with all policies, regulations and rules of the District, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety.

18. Notice. Any notice or other communication given in connection with this Agreement shall be in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address for that part specified herein. Either party may change its address stated herein by giving written notice of the change in accordance with the provisions of this Section.

19. Assignment. Because of the professional nature of the Services to be provided by the Consultant to the District hereunder, the Consultant may not assign any or all of his or her rights, duties or obligations hereunder to any other person without the prior written consent of the District.

20. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. **The District and the Consultant each represent, warrant and agree that no promise or agreement which is not expressed herein has been made to or by either party and that neither party is relying upon any statements or representations other than are set forth in this Agreement.**

21. Modification and Non-Waiver. This Agreement may not be modified or amended except by written agreement executed by the parties hereto. The failure by either party to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights or waiver of any past, existing or future breach of this Agreement by the other party.

22. Severability and Enforceability. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. It is the intention of the parties that each provision hereof be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

23. Governing Law. The Agreement shall be governed by Texas law. Venue shall be in Denton County.

24. Discriminatory Trade Practices. Contractor warrants that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

25. Chapter 2252 Certification. Authorized representation, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company submitting proposal is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should entity submitting proposal enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify Argyle ISD Purchasing Department.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated by their signatures below. The "Effective Date" shall be the date on which the last party to sign this Agreement executes this Agreement.

CONSULTANT	ARGYLE INDEPENDENT SCHOOL DISTRICT
By: _____	By: _____
Date: _____	Date: _____

ARGYLE INDEPENDENT SCHOOL DISTRICT
6701 CANYON FALLS DR., FLOWER MOUND, TEXAS 76226
(940) 464-7241
www.argyleisd.com

Resolution Regarding Senate Bill 12 and Parent Rights

WHEREAS, Senate Bill 12 from the 89th legislative session relates to parental rights in public education, including requirements and prohibitions regarding instruction; diversity, equity and inclusion duties; assistance with District student social transitioning; and student clubs;

WHEREAS, Senate Bill 12 becomes effective on September 1, 2025; and

WHEREAS, local policies relating to matters in Senate Bill 12 will be adopted as soon as practicable, but after the effective date.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of **Argyle Independent School District** directs all staff and contractors to comply with the following requirements and directives:

1. All policies shall be implemented and followed;
2. Parental rights, including the right to direct the moral and religious training of the parent's child, make decisions concerning the child's education, and consent to medical, psychiatric, and psychological treatment of the parent's child will not be infringed unless required by law or to provide life-saving care to the child;
3. Except as required by state or federal law, employees and contractors may not assign diversity, equity, and inclusion duties to any person, and the District hereby prohibits a District employee, contractor, or volunteer from engaging in diversity, equity, and inclusion duties at, for, or on behalf of the District;
4. An employee or contractor who intentionally or knowingly engages in or assigns to another person diversity, equity, and inclusion duties will be appropriately disciplined, up to and including termination;
5. Employees of the District are prohibited from assisting a student enrolled in the District with social transitioning, including providing any information about social transitioning or providing guidelines intended to assist a person with social transitioning;
6. No information about a parent's child may be withheld from the parent unless required by law, and parents are entitled to access all written records of the District concerning the

SUPERINTENDENT Dr. Courtney Carpenter
DEPUTY SUPERINTENDENT Dr. Chris Daniel
ASST. SUPERINTENDENT Dr. Dawn Jordan
CHIEF FINANCIAL OFFICER Mrs. Liz Stewart

parent's child, including library records and health records. Information may be withheld if disclosure is likely to result in the student suffering abuse or neglect;

7. Information regarding a parent's right to access records relating to the parent's child shall be posted on the District's home page of the internet website;
8. Instructional plans or course syllabi for each class offered in the District for a semester must be posted on the District's internet website at the beginning of each semester;
9. The Superintendent is directed to provide for an internet portal through which parents of students enrolled in the District may submit comments to campus or District administrators and the Board;
10. The Board shall prioritize public comments by hearing comments at the beginning of each Board meeting;
11. The Board will only hold Board meetings outside of typical work hours;
12. Parents are entitled to notice no later than one school business day after the date an employee first suspects that a criminal offense has been committed against the parent's child;
13. Employees are not prohibited from providing parents with information regarding a student's mental, emotional, or physical health or well-being or a change in services provided to or monitoring of the student related to the student's mental, emotional, or physical health or well-being;
14. No employee will encourage or have the effect of encouraging a student to withhold from the student's parent information about the student's mental, emotional, or physical health or well-being;
15. Employees may not discourage or prohibit parental knowledge of or involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being;
16. Unless authorized by law, no employee may disclose a child's health or medical information to any person other than the child's parent;
17. Unless authorized by law, no employee may collect, use, store, or disclose to any person other than the child's parent a child's biometric identifiers;
18. Unless authorized by law, no employee will provide health care services or medication or conduct a medical procedure to a student;
19. All grievances received by the District on or after September 1, 2025, will comply with the legal requirements in Texas Education Code Chapter 26A;
20. Before a student may be provided with human sexuality instruction, the District must obtain the written consent of the student's parent in the manner prescribed by law;

21. No employee may provide or allow a third party to provide instruction, guidance, activities, or programming regarding sexual orientation or gender identity to students enrolled in prekindergarten through grade 12;

22. Each parent will be provided at least two opportunities for in-person conferences with the child's teacher during each school year;

23. No student club authorized or sponsored by the District may be based on sexual orientation or gender identity;

24. Written parental consent is required before a student may participate in a student club authorized or sponsored by the District or campus;

25. The Superintendent is directed to provide a copy of this resolution to all District employees and contractors electronically and physically.

Adopted this 18th *(date)* day of August *(month)*, 2025 *(year)*, by the Board.

Board President's Signature _____

Board Secretary's Signature _____

Senate Bill 12 from the 89th legislative session relates to parental rights in public education, including requirements and prohibitions regarding instruction; diversity, equity and inclusion duties; assistance with District student social transitioning; and student clubs; Senate Bill 12 becomes effective on September 1, 2025; and local policies relating to matters in Senate Bill 12 will be adopted as soon as practicable, but after the effective date. The Board of Trustees of Argyle Independent School District directs all staff and contractors to comply with the following requirements and directives;
https://www.argyleisd.com/parent-rights/resolution-regarding-senate-bill-12

Physical copy available upon request.