

**BURLESON INDEPENDENT SCHOOL DISTRICT  
INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement (“Agreement”) for services is made between the Burleson Independent School District (“District”) and the entity identified as the Contractor (“Contractor”) in Schedule A 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 Contractor 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 1160 SW Wilshire Blvd, Burleson, Texas 76028. Specific information regarding the Contractor (including any licenses, permits or certifications possessed by the Contractor’s employees relating to the Contractor’s employees’ qualifications and/or authority to provide the services described in this Agreement), is set forth in Schedule A.

**2. Description of Services.** The District engages the Contractor to provide, and the Contractor agrees to provide through its employees, the services described in detail on Schedule A (to be submitted by Contractor and approved by District – the “Services”). If Contractor will be working with District students and/or employees, the District shall designate the students and/or employees in the District for whom the Contractor will provide the Services and the number of days and calendar time frames within which the Services must be provided. However, the Contractor shall determine the specific days and times of the Contractor’s Services. Because Contractor’s employees shall be providing professional services for students, District shall provide office space within the District for the use of Contractor’s employees. Where required by law or the Individual Education Plan for a student, District will provide required materials, forms, or supplies for use by Contractor’s employees. Otherwise, the legal and professional means and methods by which the Contractor will accomplish the Services shall be within the Contractor’s discretion, so long as the Contractor achieves the results and objectives sought by the District. During the term of this Agreement, the Contractor may provide Services for individuals or entities other than the District and is not required to devote all of Contractor’s time or resources to the to the District.

**3. Experience and Certification.** The Contractor represents and warrants that Contractor is regularly engaged in the business of performing the Services and that Contractor is fully and appropriately licensed, authorized and/or certified as indicated in Schedule A.

**4. Payment for Services:** The District agrees to pay the Contractor in accordance with the price and payment terms set forth in Schedule A, and the Contractor agrees to accept such amounts as full payment for the Services provided pursuant to this Agreement.

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

**5. Confidentiality of Student Information.** In order to perform the Services, it may be necessary for the Contractor to review or be provided access to the “educational records” of District students (as that term is defined in the Texas Education Code and the Family Educational Rights and Privacy Act-“FERPA”). Contractor and its employees agree to maintain the confidentiality of any and all educational records that are disclosed to or reviewed by the Contractor and its employees in adherence to federal and state laws and District rules and regulations. Also in that situation and solely for the purpose of being given access to educational records in compliance with state and federal laws including FERPA, the Contractor, as a District contractor, is designated as a “school official” as defined in District policy FL(LOCAL).

**6. Criminal Background Check.** Texas Education Code Chapter 22, Subchapter C directs District contractors to obtain state and national criminal history record information through the Department of Public Safety’s criminal history clearing house on their employees who will have direct contact with students. Contractor will obtain all criminal record information on anyone working on behalf of Contractor through the criminal history clearing house and supply to the District the certification required, prior to providing services and certify that it has done so. (See Attachment B hereto) Contractor, and its employees assigned to the District, acknowledge that Section 22.0834(e) of the Texas Education Code allows the District to obtain a copy of criminal history record information of Contractor and its employees assigned to the District through the criminal history clearing house. If a contractor is unable to comply with the requirements of this provision, the contractor must assist district officials with obtaining finger-print based criminal histories of its employees, including but not limited to: providing biographical information for each employee, obtaining consent for a criminal history review from each employee, requiring employees to be fingerprinted at the district's direction, and reimbursing the district for all associated costs.

**6. Materials and Supplies and Non-Reimbursement of Expenses.** Except as provided in Section 2 above, the Contractor shall supply, at Contractor’s sole cost and expense, all materials and supplies necessary for the Contractor to perform the Services. The District shall not be liable to the Contractor for an expense paid or incurred by the Contractor (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 Contractor for the Services provided. Contractor is responsible for, and agrees to pay, all federal, state or local taxes relating to payments received by Contractor for the performance of the Services, 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 Contractor is an independent contractor (and not an employee) of the District, the Contractor or its employees shall not be eligible for, or be permitted to participate in, any benefits offered or provided by the District to the District's employees including, without limitation, pension plans, health insurance plans, disability insurance plans, paid vacation days, sick leave days, unemployment compensation, retirement, or other employee benefit plans of any nature whatsoever. District shall not deduct Federal income taxes, FICA, social security, or any other withholding required by employers from the District's payments to Contractor. All salary, taxes, deductions, insurance, or similar benefits of employment are the responsibility of Contractor.

**9** **Insurance.** The District shall not obtain or maintain any workers' compensation or other type of insurance for or on behalf of Contractor or Contractor's employees. The Contractor 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 amounts as shall reasonably be acceptable to the District.

**10** **Term and Termination.** This Agreement shall commence on \_\_\_\_\_, and shall continue until terminated by the District or the Contractor. The Agreement may be renewed or extended as evidenced by the written agreement of both parties. Either party may terminate this Agreement, with or without cause, at any time by giving written notice of termination to the other party. For the purposes of this Agreement, "cause" shall mean a breach of the Agreement by either party by actions such as, but not limited to, failure to render the Services in the manner or of the quality as promised, failure to pay for services, failure to maintain confidentiality of educational records, or misrepresentation of certifications or qualifications.

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

**13.** **Notice.** Any notice or other communication given in connection with this Agreement shall be in writing and shall be delivered either by hand, by certified mail, return receipt requested, or by a private overnight or other type of courier service to the other party at the address specified below. Either party may change its address stated herein by giving written notice of the change in accordance with the provision of this Section.

Contractor  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Burleson Independent School District  
Attn: \_\_\_\_\_  
1160 SW Wilshire Blvd, Burleson, TX 76028

14. **Indemnification.** Contractor agrees to indemnify, release, and hold District harmless from any and all liability incurred by District by reason of Contractor's or Contractor's employees' negligence or breach of contract, including, without limitation, damages of every kind and nature, out-of-pocket costs, and legal expenses.

15. **Disputes/Mediation.** Unless waived by the District in writing, the following shall be conditions precedent to the institution of civil proceedings by the Contractor against the District concerning a contested matter arising out of, or related to, this Agreement: (1) exhaustion of claims through the District's complaint procedure described in policy GF(LOCAL); and (2) a written demand by the Contractor for mediation. Following the full exhaustion of claims through the complaint procedure found in District's Board Policy GF(LOCAL), and upon receipt by District of Contractor's written demand for mediation, District may, at its option, either proceed with mediation of the dispute, or provide written notice to the Contractor of the District's decision to waive its right to compel such mediation. If the District waives its right to compel mediation, then Contractor is at liberty to pursue its civil remedies, if any. Mediation under this paragraph shall take place before a neutral third party, agreed to by the parties. If the parties cannot agree on the neutral party, each shall nominate a mediator, and the two mediators so nominated shall agree on a third party neutral. The mediation shall proceed before the neutral third party under rules mutually agreeable to the parties and the mediator. Each party will bear its own expenses of mediation. The cost of the third party neutral shall be borne equally by the parties. Failure of the mediator to resolve issues is acceptable to all parties within fifteen (15) days of the mediation shall allow either party to pursue its civil remedies. Venue for any dispute arising under this Agreement shall be in state courts in Johnson County, Texas, and this Agreement shall be interpreted by and governed by the laws of the State of Texas.

16. District agrees it will not, directly or indirectly, or through any agent or agency, employ or otherwise contract with any employee of Contractor assigned to District by Contractor for a period of one year after the last date of assignment of that Contractor's employee to provide services to the District. If District should employ or contract with Contractor's employee within such time, District agrees to pay \$\_\_\_\_\_ to the Contractor in full and final satisfaction of any or all claims by Contractor under this paragraph. Payment will be due within thirty (30) days of such employment or contract.

17. **Assignment.** Because of the professional nature of the services to be provided by the Contractor to the District, the Contractor may not assign any or all of the rights, duties or obligations hereunder to any other person or entity without the prior written consent of the District.

18. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. The District and the Contractor 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.

**19. 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.

**20. 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.

**21. Prohibition on Contracts with Companies Boycotting Israel.** House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

By accepting a district purchase order, contractor verifies that it does not Boycott Israel, and agrees that during the term of this Purchase Order, will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated by their signature below. The "Effective Date" shall be the date stated in Section 10 of this Agreement.

**BURLESON ISD**

**CONTRACTOR**

Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Social Security/Federal Tax ID Number:  
\_\_\_\_\_ (W-9 must be attached)

***(For contracts of \$25,000 or more)***

Date of Board approval: \_\_\_\_\_  
Vendor #: \_\_\_\_\_  
BISD Staff Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Campus/Department: \_\_\_\_\_  
Budget Account Code(s): \_\_\_\_\_

**BURLESON INDEPENDENT SCHOOL DISTRICT  
INDEPENDENT CONTRACTOR AGREEMENT  
201\_\_ - 201\_\_  
SCHEDULE A**

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Tax Identification or SSN: \_\_\_\_\_

Licenses, Certifications and/or Credentials of Contractor and/or its employees performing services for the District (Copies must be attached):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Services to Be Provided:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Services to be rendered by the Contractor, District agrees to pay Contractor as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Contractor shall submit a written billing statement to the District on at least a monthly basis.

Contractor's Employee(s) Assigned: \_\_\_\_\_

\_\_\_\_\_

Contractor's Employee(s) Contact Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT B  
BURLESON INDEPENDENT SCHOOL DISTRICT  
CONTRACTOR CERTIFICATION**

**Introduction:** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the school district that they have complied. Covered employees with disqualifying criminal histories are prohibited from service at a school district.

**Definitions:**

*Covered employees:* Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

*Disqualifying criminal history:* Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

.....  
On behalf of \_\_\_\_\_ (“Contractor”):

I hereby certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date