



**AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES
FOR NAVARRO INDEPENDENT SCHOOL DISTRICT**

This Agreement is entered into on _____ [date] between the Navarro Independent School District (“District”) whose main administrative office is located at 6450 N. State Highway 123, Seguin, Guadalupe County, Texas, and _____ (“Independent Contractor”), of _____ [address], _____ [city], Texas.

1. **Engagement of Independent Contractor.** District agrees to engage Independent Contractor on a non-exclusive basis to perform the following services for the use and benefit of the District, to be performed in a diligent and timely manner, and in accordance with this Agreement: *(describe services to be provided, below, or attach a separate sheet)*

_____.

Independent Contractor agrees to perform, on a non-exclusive basis, the services under the terms and conditions set forth in this Agreement.

2. **Duties of Independent Contractor.** Independent Contractor agrees to perform any and all services generally performed by Independent Contractor in Independent Contractor's usual line of business, including but not limited to the following: *(list major services ordinarily performed, below, or attach a separate sheet)*

_____.

3. **Term.** Employment of Independent Contractor will commence on _____ (date), and the Agreement will remain in full force for a term of _____ (period of time) or until _____ (date). District may terminate this Agreement, with or without cause, upon ten (10) days written notification to Independent Contractor. In the event of such early termination, District will make payment only for services already provided by Independent Contractor to the date of written notifications. Either party may terminate this Agreement for default by the other party provided written notice is sent to the breaching party specifying the default and such default is not cured within fifteen (15) days from receipt of said notice.

4. **Compensation.** As compensation for services performed under this Agreement, District must pay Independent Contractor an amount not to exceed \$_____. Payment due to Independent Contractor for services rendered shall be made within 30 days after receipt of invoice from the Independent Contractor. Independent Contractor will provide other documentation deemed necessary by the District in order to verify full delivery of Independent Contractor’s Obligations. Expenses will not be reimbursed unless the District consented in writing before the expense was incurred.

5. **Relationship of the Parties.** The parties intend that Independent Contractor, in performing the specified services, will act as an Independent Contractor and must have control of the work and the manner in which it is performed. Independent Contractor will be free to contract for similar services to be performed for other employers while Independent Contractor is under contract with District.

Independent Contractor is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that District provides for its employees. The District and Independent Contractor agree that Independent Contractor, Independent Contractor's subcontractors, agents and employees are not covered under any District insurance policy, including but not limited to the District's liability, property and casualty, or workers' insurance policies.

6. **Liability.** Independent Contractor must take all precautions necessary for the safety of and prevention of damage to District property and for the safety of and prevention of injury to persons, including District employees and students, Independent Contractor employees, and third persons, on District property. All work must be performed entirely at Independent Contractor's risk.

7. **INDEMNITY. DISTRICT SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY INDEPENDENT CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY; ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF INDEPENDENT CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF DISTRICT. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY INDEPENDENT CONTRACTOR TO INDEMNIFY AND PROTECT DISTRICT FROM THE CONSEQUENCES OF DISTRICT'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. INDEPENDENT CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF DISTRICT AND IN THE NAME OF DISTRICT, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE. THIS PROVISION WILL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

8. **Documents.** Independent Contractor shall maintain all books, records or other documents relating to this Agreement required by District policy and/or state or federal law. The District or its designee shall have access to such books, records or other documents for purposes of making audits, examinations, excerpts and transcripts.

9. **No Waiver of Immunity.** No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

10. **Terms to be Exclusive.** The entire agreement between the parties with respect to the subject matter under this Agreement is contained in this Agreement. Except as expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.

11. **Waiver or Modification Ineffective Unless in Writing.** A waiver, alteration or modifications of any of the provisions of this Agreement will not be binding unless in writing and signed by authorized representatives of the parties to this Agreement.

12. **Notice.** Any notice required by or permitted under this Agreement must be made in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

13. **Governing Law.** This Agreement is made according to the laws of the state of Texas and is fully performable in _____ County, Texas. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law.

14. **Assignment.** This Agreement may not be assigned or subcontracted by either party without the prior written consent of the other party.

15. **Taxes.** The Independent Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Independent Contractor's obligation and identified under Independent Contractor's social security number.

16. **Additional Conditions.** Pursuant to Chapter 271, Tex. Local Gov't Code, the prevailing party in an action to construe or enforce this Agreement is entitled to recover its reasonable and necessary attorney's fees.

17. **Ownership.** All records, reports, documents and other material delivered or transmitted to Independent Contractor by District shall remain the property of District, and shall be returned by Independent Contractor to District, at Independent Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Independent Contractor in connection with the performance of the services contracted for herein shall become the property of District, and shall, upon request, be returned by Independent Contractor to District, at Independent Contractor's expense at termination or expiration of this contract.

18. **Administrative Requirement.** Notwithstanding any provision of this Agreement, District and Independent Contractor will be subject to and adhere to all applicable District policies and administrative regulations including, but not limited to, preserving the confidentiality of student records and adhering to criminal history review requirements.

19. **Entire Agreement.** This Agreement, along with the attached Exhibits named below, constitutes the complete understanding and agreement of the parties with regard to the Independent Contractor's Obligations identified above, and any modification, amendment or alteration hereof must be agreed in writing by all parties hereto. Except as expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.

20. **Exhibits.** Independent contractor shall comply with the requirements of the Criminal History Record Information documents described below and attached as Exhibit A. This Agreement includes the following Exhibits, to be completed by the Independent Contractor:

Exhibit A – Certification of Criminal History Record Information form

Exhibit B – W-9 Request for Taxpayer ID Number and Certification form

21. **Texas Government Code Chapter 2252.** Senate Bill 252, effective September 1, 2017, amended Chapter 2252 of the Texas Government Code. Pursuant to Chapter 2252, Independent Contractor represents and warrants to District that Independent Contractor does not and will not engage in business with Iran, Sudan, or a foreign terrorist organization identified on a list of such entities prepared by the Texas Comptroller.

22. **Texas Government Code Chapter 2270.** House Bill 89, effective September 1, 2017 added Chapter 2270 to the Texas Government Code. Pursuant to Chapter 2270, Independent Contractor represents and warrants to District that Independent Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

The signature below verifies that this independent contractor/service provider is in compliance with Chapter 2252 and Chapter 2270 of the Texas Government Code.

The parties have made and executed this Agreement on the dates stated below.

Date: For: _____
By: _____
Printed Name: _____
Title: _____

Date: For: _____
By: _____
Printed Name: _____
Title: _____

Date: For: NAVARRO INDEPENDENT SCHOOL DISTRICT
By: _____
Printed Name: _____
Title: _____

Date: For: NAVARRO INDEPENDENT SCHOOL DISTRICT
By: _____
Printed Name: _____
Superintendent of Schools

EXHIBIT A
NAVARRO INDEPENDENT SCHOOL DISTRICT
Criminal History Record
Information

Introduction: Texas Education Code Section 22.0834 requires an independent contractor who provides services to a school district to submit to a criminal history review if the independent contractor will have continuing duties related to the contracted services and direct student contact. Each independent contractor must certify with the District that the contractor has complied.

A covered independent contractor with a disqualifying criminal history is prohibited from serving at a school district. The following offenses are disqualifying 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. The District reserves the right to designate other convictions or other criminal history information as disqualifying.

MUST INCLUDE COPY OF DRIVER'S LICENSE

I certify that I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety's Fingerprint Applicant Clearinghouse of Texas (FACT). I further certify that I do not have a disqualifying criminal history. I agree to notify the District in writing within three (3) business days if I am arrested or adjudicated for a disqualifying reason during the contract term.

I agree to provide the District a copy of my Texas Drivers License and any other required information so that the district may obtain my criminal history record information. I understand that the District may terminate my services at any time if the District determines, at its sole discretion, that my criminal history is not acceptable.

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

Signature of Independent Contractor	
Date of Birth	
Social Security Number	
Date	

THIS PORTION TO BE FILLED OUT BY HUMAN RESOURCES:

FINGERPRINT PROCESS APPROVED
DATE:
HUMAN RESOURCES: