

SOUTHWEST INDEPENDENT SCHOOL DISTRICT

11914 DRAGON LANE, SAN ANTONIO, TEXAS 78252

CONTRACTOR SERVICES AGREEMENT

This contract is entered into by and between _____
(Name and Address)

Hereinafter referred to as "Contractor" and the Southwest Independent School District, a Texas political subdivision, hereinafter referred to as "District" or "SWISD" on this the _____ day of _____, 20____.

1. **Services:** District agrees to engage Contractor, and Contractor agrees to perform and/or provide the following services (Provide full description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary):

The scope of work is attached as Exhibit A (*detailed explanation of services provided, pay schedule, qualifications, and references.*)

2. **Compensation:** In exchange for the Contractor's services, District will pay Contractor a fee of \$ _____. The total fee is not to exceed _____. This sum shall be for full performance of this Agreement and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance and other costs. Receipts for costs/expenses must accompany invoice(s).

3. **Terms:** The contract will be effective on the _____ day of _____, 20____, and will expire on the _____ day of _____, 20____, unless sooner terminated as provided herein. Contractor will perform the services set forth herein in a timely and professional manner and to the District's satisfaction.

4. **Invoicing:** All invoices must be addressed to the Accounts Payable Department, 11914 Dragon Lane, San Antonio, TX 78252. Payment on a properly submitted invoice will usually be made on the seventh business day of the month for items/services received prior to or on the last business day of the previous month. If an invoice is not properly submitted, no late and/or finance charges will be paid by the District.

5. **Licenses/Permits:** Contractor shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

6. **Termination:** Either District or contractor may terminate this contract for convenience after giving the other party thirty (30) days advance written notice. Either District or Contractor may terminate this contract effective immediately for breach of any provision herein provided the non-breaching party gives the breaching party written notice of the breach and thirty (30) days to cure such breach. District may terminate this contract effective at the end of its fiscal year if funds are not appropriated for this contract for the ensuing fiscal year.

7. **Status of Contractor:** This is not an employment contract. Contractor is not an employee of the District and is not entitled to fringe benefits. Furthermore, District will not deduct federal income taxes, FICA or any other funds required to be deducted by an employer as this is the responsibility of the Contractor. Contractor is an independent contractor, and District and Contractor have not entered into a joint venture or partnership in providing the services herein.

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8. **Compliance:** In entering into this contract, Contractor agrees to abide by all District policies and regulations. Accordingly, Contractor agrees to provide such other information and execute other documents as may be required by District policies or regulations. The Contractor certifies compliance with Senate Bill 9 codified in Chapter 22 of the Texas Education Code.
- a. District Determination of Fingerprinting Requirement Application: The District has considered the totality of the circumstances concerning the Project and has determined that Contractor and Contractor's employees are: **(SWISD Administrator (or his Designee) must initial one of the following)**
- _____ Contractor is subject to the fingerprinting requirements and Paragraph B (below) is applicable. (*Direct contact with students without supervision.*)
- _____ Contractor is NOT subject to the fingerprinting requirements and Paragraph C (below) is applicable. (*Under supervision by a professional District employee at all times.*)
- b. If the District determines fingerprinting is required, Contractor expressly acknowledges that (1) Contractor and all of its employees or sub consultants (hereinafter collectively "employees") working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice; (2) Contractor shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) Contractor shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and (4) Contractor shall provide to the District a list of names of its employees who may come in contact with students. If the District in its sole discretion, at any time during the term of this Agreement, requests the removal of any person working for Contractor, Contractor shall immediately remove such person(s) from District site. The Contractor is required to fulfill these requirements at its own expense.
- c. Even if the District has determined that fingerprinting is not required, Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or its employees on an SWISD site: (1) Contractor and its employees shall check in with the main office on site each day immediately upon arrival; (2) Contractor and its employees shall inform site office staff of their proposed activities and location on the site; (3) once at such location, Contractor and its employees shall not change locations without contacting the site office; (4) Contractor and its employees shall not use student restroom facilities; and (5) if Contractor and/or its employees find themselves alone with a student, Contractor and its employees shall immediately contact the site office and request that a member of the District staff be assigned to the work location.
9. **Assignment:** Contractor may not subcontract or assign this contract or any of its rights hereunder to another person or entity without the express prior written consent of the District.
10. **Notices:** All notices hereunder by either party to the other will be delivered personally or by certified mail, return receipt requested, and will be duly given when delivered personally or three business days after postmarked.

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If to District, notice will be sent to:

To: Southwest Independent School District
Attention: Purchasing Department
Reference: Contract/RFP#:
Address: 11914 Dragon Lane, Building 500
City, State, Zip Code: San Antonio, Texas, 78252

If to Contractor, notice will be sent to the signatory and at the address set forth herein.

To: _____
Attention: _____
Address: _____
City, State, Zip Code: _____
E-mail: _____

- 11. **Attachments:** This contract, Exhibit A and the following attachments contain the entire agreement between District and contractor for the services set forth herein and supersedes all prior or contemporaneous agreements, whether oral or written. This contract and its attachments cannot be modified without the advance written consent of each party.

Attachments: _____

- 12. **Litigation:** If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and costs. This Agreement will be governed by the laws of the State of Texas is performable in San Antonio Texas.
- 13. **Compliance:** (Texas law regarding foreign organizations and Israel Boycotts) Provider hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State (the “Foreign Organization List”). In the event that Provider is added to the Foreign Organization List at any time during the term of this Contract, Provider shall promptly provide notice to SWISD. SWISD may, at its discretion, terminate this Contract immediately upon receipt and verification of information, by any means, that Provider has been added to the Foreign Organization List. Provider further certifies and verifies that neither Provider, nor any affiliate, subsidiary, or parent company of Provider, if any (the “Related Companies”), currently boycotts Israel, and Provider agrees that Provider and Related Companies will not boycott Israel during the term of this Contract. For purposes of this Contract, the term “boycott” shall mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. The term “boycott” shall not include an action made for ordinary business purposes.
- 14. **Completeness of Agreement:** This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing. There are no oral agreements regarding the subject of this Agreement not contained herein.

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- 15. **Copyright:** Any written product produced under this Agreement shall be the property of SWISD. The District shall have the right to secure a copyright and the product may not be used, in any manner, without SWISD’s permission.
- 16. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the SWISD Administrator (or his designee).

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as of the date and year first above written.

CONTRACTOR:

BY: _____

TITLE: _____

DISTRICT:
SOUTHWEST ISD

BY: _____
Principal/Director/Coordinator Date

Director/Executive Director Date

Asst. Superintendent Date

External Funding Date

Mr. Brandon Crisp
Asst. Supt. of Business & Finance Date

Dr. Lloyd Verstuyft Ed. D
Superintendent of Schools Date

Received By: _____
Purchasing Department Date

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EXHIBIT A – SCOPE OF WORK

Instructions: Describe: (1) the exact nature of the services that will be performed under this contract; (2) any deliverables to be produced by the contractor and any delivery schedule; and, (3) the goals of this contract. Be specific in the description so that all parties have a clear understanding of the expectations of work to be completed. Check the box at the bottom of the Services paragraph in the Contract to indicate an “Exhibit A” is attached.

Contractor Name: _____