



**Terrell ISD**  
**300 N. Catherine St.**  
**Terrell, TX 75160**  
**972-563-7504**

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**CONTRACTED SERVICES AGREEMENT**

**Contracted Party:** \_\_\_\_\_ **Identification (SS) No.** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

WHEREAS, this Contracted Services Agreement (“Agreement”) is entered into between Terrell Independent School District (“School District” or “TERRELL ISD”) and \_\_\_\_\_ (“Contracted Party”), for the purpose of providing certain and specific services.

WHEREAS, Contracted Party declares that it is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this agreement.

WHEREAS, Contracted party declares that TERRELL ISD does not limit the contracted party from doing business with other clients or customers.

WHEREAS, it is understood that no conflict of interest is presented to either party in the hiring of the Contracted Party to provide such service(s). Contracted party hereby notifies TERRELL ISD that it falls into any of the following categories:

- Current employee (**you must check if you are a TERRELL ISD substitute**)
- Former employee (if so, when was last date of employment? \_\_\_\_\_)
- Current trustee / board member
- Former trustee / board member (if so, when was last date of employment? \_\_\_\_\_)
- Immediate family member is a current employee or Trustee / Board Member
- None of the above

**Please note that current employees MAY NOT also be independent contractors for TERRELL ISD. A current employee includes individuals who are members of the active substitute pool.**

THEREFORE, the parties agree that the following services are to be performed under this contract:

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(Must list description of services / work to be performed)

Responsibilities of Contracted Party:

1. Provides service(s) according to the terms of this contract.
2. Verify all training areas required of Texas public school educators are known and understood by the Contracted Party (student record confidentiality, for example).
3. Notify School District if any condition(s) of this contract require revision.
4. Comply with Senate Bill 9 (SB9), as enacted by the 2007 legislature.
5. Contracted Party does not currently nor will it during the term of this contract boycott Israel. "Boycott Israel" means 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, but does not include an action made for ordinary business purposes.

Responsibilities of School District:

1. Approve reasonable payment of Contracted Party up to, but not exceeding, the amount specified on this contract.
2. Review any necessary revision(s) to this contract and secure approval of all contracting parties.

TERMS OF PAYMENT. TERRELL ISD shall pay contracted party according to the following terms and conditions:

- A. \$ \_\_\_\_\_ at completion of services.
- B. \$ \_\_\_\_\_ per hour for service delivery with a maximum of \_\_\_\_\_ hours during the contract period.
- C. \$ \_\_\_\_\_ per day for service delivery with a maximum of \_\_\_\_\_ days during the contract period.
- D. \$ \_\_\_\_\_ per month for service delivery with a maximum of \_\_\_\_\_ month during the contract period.
- E. Up to \$ \_\_\_\_\_ per month not to exceed \$ \_\_\_\_\_ during the contract period.
- F. Up to \$ \_\_\_\_\_ per event worked.

Contracted party shall submit time sheets or an invoice, as appropriate, for the work performed per this Agreement.

INSTRUMENTALITIES. Contracted party shall supply all equipment, tools, materials, and supplies to accomplish the designated tasks, except as follows: -

\_\_\_\_\_.

PARTIES' RELATIONSHIP. Contracted party retains the sole right to control or direct the manner in which the services described herein are to be performed. Contracted party will perform his/her duties herein in accordance with local, state, and federal laws, rules, and regulations and will comply with the administrative regulations and policies of TERRELL ISD. Subject to the foregoing, TERRELL ISD retains the right to inspect, halt, prescribe/recommend alterations to the work to insure its final conformity with that specified herein.

**PAYROLL AND TAXES.** No payroll or employment taxes of any kind shall be withheld or paid with respect to payment to contracted party. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state employment insurance tax. Contracted party shall pay its own taxes.

**WORKERS' COMPENSATION.** No workers' compensation insurance has been or will be obtained by the TERRELL ISD on account of contracted party or its employees, agents, or representatives.

**EMPLOYEE BENEFITS.** Contracted party will not have any claim under this Agreement or otherwise against TERRELL ISD for vacation/holiday pay, sick leave, unemployment insurance, retirement benefits, disability benefits, or employee benefits of any kind.

**TERM AND TERMINATION.** This agreement shall be effective on \_\_\_\_\_ and shall end on \_\_\_\_\_. During the contract period, if Contracted Party becomes unable, unwilling, or fails to provide the services under this contract, School District may withhold payment to Contracted Party. Either party may terminate this contract with thirty (30) days written notice to the other party. School District may terminate this contract immediately without any penalty if Contracted Party violates the terms of this Agreement.

Agreed to on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, at Kaufman County, State of Texas.

\_\_\_\_\_  
Contracted Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Terrell ISD CAMPUS / DEPT Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Level Administrator

\_\_\_\_\_  
Date