

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

This Agreement is entered into between Bastrop Independent School District, of Bastrop, Bastrop County, Texas, (hereinafter referred to as District) and

_____(Name of Payee) _____ (Date of Birth)
_____(Email Address) _____ (Social Security Number)
_____(Mailing Address) _____ (Phone Number)

Who shall hereinafter be referred to as Independent Contractor).

1. **Engagement of Independent Contractor.** District agrees to engage Independent Contractor on a non-exclusive basis to perform services listed below. 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 services listed below.

3. **Term.** Employment of Independent Contractor will commence according to the term listed below, and the Agreement will remain in full force of the term. District may terminate this Agreement, with or without cause, upon thirty (30) 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.

The Independent Contractor listed above agrees to perform the following services:

Campus: _____ **Group/Department:** _____

Term/Dates of the Contract: _____

4. **Compensation.** As compensation for services performed under this Agreement, District must pay Independent Contractor a total amount of \$_____, OR at an hourly rate of \$_____ for _____ (number of hours) payable through accounts payable. What was the last date you worked for the District _____? Please provide a current W-9 and a valid Driver's License.

5. **Relationship of the Parties.** The parties intend that the 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.

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. 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 by either party without the prior written consent of the other party.

_____ Printed Name of Contractor	_____ Signature of Contractor	_____ Date
_____ Printed Name of Sponsor/Coach/Band Director, etc	_____ Signature of Sponsor/Coach/Band Director, etc.	_____ Date
_____ Printed Name of Principal/Supervisor	_____ Signature of Principal/Supervisor/Director	_____ Date
_____ Printed Name of Director	_____ Signature of Director	_____ Date
<u>Diana Greene</u> Printed Name of Director of Human Resource	_____ Signature of Director of Human Resources	_____ Date
<u>Dina Edgar</u> Printed Name of Chief Financial Officer	_____ Signature of Chief Financial Officer	_____ Date

Note: Payment for services will be issued after all services are completed.

FOR HR USE ONLY: Fingerprinting and HR paperwork complete as of _____ by _____.