

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement For Professional Services (the "Agreement") is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20 (the "Effective Date") by and between Denton Independent School District ("Denton ISD"), an independent school district authorized under the laws and Constitution of the State of Texas and charged with the education of the students, and \_\_\_\_\_ (the "Contractor").

For Good and valuable consideration (including, without limitation, the mutual promises made in this Agreement), Denton ISD and the Contractor agree as follows:

1. Term of Agreement. This Agreement will commence on the Effective Date and will continue until June 30, 20\_\_ or until terminated in accordance with the provisions of Paragraph 10 below.

2. Services Provided by Contractor. During the term of this Agreement, Contractor agrees to provide services as quoted to Denton ISD and accepted by Denton ISD with the issuing of a Denton ISD Purchase Order. Contractor shall determine the specific dates and times of the Contractor's Services and the legal and professional means and methods by which the Contractor will accomplish the Services. The Contractor represents and warrants that he or she is regularly engaged in the business of performing services such as the Services described herein and that he or she is fully and appropriately licensed, authorized and legally certified to provide the Services described herein. This Agreement is nonexclusive, and Contractor may provide services for individuals or entities other than Denton ISD.

3. Independent Contractor Status. **It is the agreement and express intention of the parties that the Contractor is an independent contractor and not an employee or partner of Denton ISD nor does this Agreement create a joint venture between Contractor and Denton ISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Denton ISD and Contractor. Contractor acknowledges and agrees to this independent contractor status and understands that he or she has no right to or entitlement in any pension or retirement plan, any life, medical or disability insurance or any other benefit program now or hereafter available to employees of Denton ISD.**

4. Method of Performing Services. Contractor will have exclusive authority to determine the method, details and means of performing the services described in Paragraph 2 above. Accordingly, Denton ISD shall have no right to, and shall not, direct or control the progress, details, or methods of accomplishing such services. However, Contractor acknowledges that he or she may be required to perform services within the time constraints imposed by Denton ISD.

5. Employment of Assistants. Contractor may, at his or her expense, employ such assistants as he deems necessary to perform the services required of Contractor by this Agreement. Contractor assumes full and sole responsibility for all compensation paid to and all expenses associated with these assistants, including payment of municipal, state and federal taxes, unemployment insurance, Social Security, workers' compensation and other applicable withholdings.

6. Place of Work. Contractor shall perform the services specified in this Agreement at any place or location determined by Contractor.

7. Compensation. As sole compensation under this Agreement, Contractor shall be entitled to receive the amount established by the Denton ISD Purchase Order for services performed by Contractor for the benefits of Denton ISD, its students, and/or employees.

Contractor is solely responsible for payment of all required municipal, state, and federal taxes, including Social Security, withholding and unemployment contributions on behalf of Contractor and any of Contractor's agents or employees. Consequently, Denton ISD will not withhold municipal, state, or federal taxes, including Social Security, withholding or unemployment contributions from payments made to Contractor. Contractor acknowledges and agrees that he will indemnify and hold Denton ISD harmless from any and all liability arising from, related to or connected with Contractor's failure to pay taxes or maintain insurance required by law on behalf of Contractor or any of Contractor's agents or employees.

8. Payment of Expenses/Provision of Materials. Contractor shall be responsible for all costs and expenses incident to the performance of services under this Agreement, including but not limited to, all costs of equipment utilized by Contractor, all fees, fines, licenses, bonds or taxes required of Contractor or imposed against him and all other costs of doing business. The Contractor shall supply, at Contractor's sole cost and expense, all materials and supplies necessary for the Contractor to perform Services hereunder. Denton ISD shall not be liable to the Contractor for any expenses paid or incurred by the Contractor (including, without limitation, business, and travel expenses) unless specifically

agreed to in writing by Denton ISD.

9. Indemnification From Liability. Contractor shall indemnify and hold Denton ISD harmless from and against any and all claims, causes of action, complaints, damages, penalties, costs and expenses (including attorney's fees and other legal expenses) arising directly or indirectly from any act or failure of Contractor or his or her assistants or employees arising out of or resulting from services performed under or in connection with this Agreement, including all claims relating to the injury, disability or death of any person or damage to any property.

10. Termination. This Agreement shall continue in full force and effect until the date ("Terminate Date") set forth in a written notice given by one party to the other indicating such party's election to terminate this Agreement, which Termination Date shall be at least thirty (30) calendar days after the date on which notice of such election is given. Either party may terminate this Agreement at any time and for any reason, provided that the requisite written notice is given.

11. Benefits. Because the Contractor is an independent contractor (and not an employee) of Denton ISD, the Contractor shall not be eligible for, or be permitted to participate in, any benefits offered or provided by Denton ISD to its employees, including, without limitation, any pension plans, health insurance plans, disability insurance plans, paid vacation days, sick leave days or other employee benefit plans of any nature whatsoever.

12. Insurance. Denton ISD shall not obtain or maintain any workers' compensation or other type of insurance for or on behalf of Contractor. The Contractor shall comply with all laws, rules and regulations applicable to workers' compensation and shall provide Denton ISD with a certificate of any workers' compensation insurance that is required by law, and certificates of such other types of insurance as Denton ISD may reasonably request, in such forms and in such amount as shall reasonably be acceptable to Denton ISD.

13. No Authority to Bind Denton ISD. The Contractor has no authority to enter into contracts or agreements on behalf of Denton ISD or in any way to act for or on behalf of Denton ISD.

14. Property of Denton ISD. It is understood and agreed that any and all materials, information, records, products, or by-products generated by or in any way related to the services are the exclusive property of Denton ISD.

15. Confidentiality:

a. Contractor recognizes and acknowledges that during the course of this Agreement, Contractor may acquire, review and/or have access to "Confidential Information" (as hereinafter defined) of Denton ISD and/or Denton ISD's students and employees. Contractor understands that such Confidential Information will be disclosed to Contractor in confidence and constitutes a valuable, special, and unique asset of Denton ISD and/or Denton ISD's students and employees.

b. For purposes of this Paragraph 15, "Confidential Information" shall mean and include: (a) the educational and/or medical records of any existing or prior student of Denton ISD; (b) information concerning any services provided by Denton ISD which is not subject to public disclosure; (c) any information relating to employees of Denton ISD (d) any information constituting policies, procedures, documentation, computer programs or other technical information of Denton ISD which is not subject to public disclosure; (e) any information constituting or concerning students or employees, regardless of whether any such Confidential Information is labeled or otherwise treated as confidential, material or important; and (f) any information which is generally regarded as confidential or proprietary in any service engaged in by Denton ISD, whether oral, written or contained in any form of electronic or other media, which is disclosed by Denton ISD to Contractor or is produced or developed during the working relationship between the parties which, if disclosed to third parties would violate state or federal law or constitute and unwarranted invasion of privacy of any Denton ISD student or employee.

16. Miscellaneous Provisions.

a. Entire Agreement/Modification. This Agreement constitutes the entire agreement between Denton ISD and Contractor and fully supersedes any and all prior oral or written agreements, representations or understandings between the parties with respect to the subject matter hereof. No change or modification of this Agreement shall be valid unless such change or modification is set forth in writing and is signed by Denton ISD and Contractor. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party or person to be charged.

b. Controlling Law. This Agreement is performable in Denton County, Texas and shall in all respects be governed, construed, and enforced in accordance with the laws of the State of Texas. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning and not strictly for or against either party.

c. Waiver. Any waiver by either party to this Agreement of any provisions of the Agreement shall not be construed as waiver of such provision with respect to any other event or circumstances whether past, present, or future.

d. Severability. The parts, terms and provisions of this Agreement are severable. If any part, term, or provision is determined to be invalid, illegal or inoperative in whole or in part, the remaining parts, terms and provisions shall be enforceable to the maximum extent permitted by law.

e. Notices. Any notice or other communication given in connection with the Agreement shall be in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address for that party specified as follows:

**To Denton ISD at:**

Denton Independent School District

Attn: Risk Management Department

Address: 1212 North Elm Street  
Denton, Texas 76201

Telephone: 940-369-0025

E-mail Address: KSmith4@dentonisd.org

**To Contractor at:**

Contractor's Name:

Address:

Telephone:

E-mail Address:

Either party may change its address stated herein by giving written notice of the change in accordance with the provisions of this Paragraph.

f. Successors and Assigns. Contractor agrees and understands that because of the professional nature of the Services to be provided by the Contractor to Denton ISD hereunder, the Contractor may not assign any or all of his or her rights, duties or obligations hereunder to any other person without the prior written consent of Denton ISD.

Executed in Denton County, Texas, on this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_

Independent Contractor

\_\_\_\_\_

Independent Contractor (Printed)

Executed in Denton County, Texas, on this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

DENTON INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Authorized Signee (Printed)