



**FRISCO INDEPENDENT SCHOOL DISTRICT**

NAME/COMPANY: \_\_\_\_\_

VENDOR#: \_\_\_\_\_

*For Office Use Only*

**INDEPENDENT CONTRACT AGREEMENT  
AMENDMENT TO ORIGINAL CONTRACT**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Frisco Independent School District (FISD) and \_\_\_\_\_ (please print) (hereinafter referred to as the Contracted Service Agent). The FISD and the Contracted Service Agent for the Consideration stated herein, hereby agree as follows:

The FISD shall hereby retain \_\_\_\_\_ in his/her capacity as an independent contractor for a period of \_\_\_\_\_, commencing \_\_\_\_\_, 20\_\_\_\_, and ending no later than \_\_\_\_\_, 20\_\_\_\_(ending date may not exceed June 30<sup>th</sup> of the current school year).

The compensation to be rendered to the Contracted Service Agent shall be no greater than \$\_\_\_\_\_ (**Circle One:** a) hourly b) daily c) annually d) one-time payment).

Is Contracted Service Agent an employee of FISD? \_\_\_\_YES \_\_\_\_NO  
(If yes, please call the Procurement Department ASAP at: 1-469-633-6380)

**The Contracted Service Agent will perform the following specific services for FISD:**

\_\_\_\_\_  
\_\_\_\_\_

**Campus or District Location(s) that Service(s) will take place:**

\_\_\_\_\_  
\_\_\_\_\_

The Contracted Service Agent further agrees to serve and perform such duties at such times and places, and in such manner as directed by the FISD.

**Mileage & Hotel (if applicable):** \_\_\_\_\_

**Contracted Service Agent Telephone Number:** \_\_\_\_\_

**Contracted Service Agent Email address:** \_\_\_\_\_

**Indemnification:** Contracted Service Agent is not an employee of FISD and is not entitled to benefits and/or withholdings. To the fullest extent permitted by law, the Contracted Service Agent agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from any and all claims, demands, liabilities and expenses (including attorneys' fees and costs of defense) arising directly or indirectly out of the operation or performance of the Contracted Service Agent under this Agreement.

**Insurance and Hold Harmless Requirements:**

Vendors and contractors providing goods and/or services for Frisco ISD must maintain certain minimum amounts of insurance. These requirements may vary depending on the type and hazard of work being performed. The vendor/contractors policy must be primary over any other valid and collectible insurance carried by Frisco ISD, and Frisco ISD must be named as an Additional Insured with respect to work being done/service provided. Any immunity available to Frisco ISD shall not be used as a defense by the vendor/contractors insurance policy.

All vendors who perform contracted services for Frisco ISD may be required to provide proof of insurance prior to the start of the project. The certificates shall include assurance that the District shall be notified in writing by the insurance company of any cancellation not less than sixty (60) days prior to the effective date of such changes.

A schedule of minimum requirements by general type of vendor/contract is provided below. The coverage's and limits are to be considered minimum requirements and in no way limit the liability of the vendor/contractor.

**INSURANCE REQUIREMENTS BY TYPE OF VENDOR/SERVICE**

	Professional Curriculum Services	Contracted Services	Use of Facilities	Special Event Service Providers	Contracted Nursing/Student Health Services	Charter Bus
General Liability		\$1,000,000 Each Occurrence/ Aggregate	\$1,000,000 Each Occurrence/ Aggregate	\$1,000,000 Each Occurrence/ Aggregate		\$1,000,000 Each Occurrence/ Aggregate
Products/Completed Operations		\$1,000,000	\$1,000,000	\$1,000,000		\$1,000,000
Automobile Liability		\$1,000,000 Including Owned, Hired, & Non-Owned	\$1,000,000 Including Owned, Hired, & Non-Owned	\$1,000,000 Including Owned, Hired, & Non-Owned		\$1,000,000 Including Owned, Hired, & Non-Owned
Workers' Compensation		Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits
Employers' Liability		\$1,000,000	\$100,000	\$1,000,000	\$1,000,000	\$1,000,000
Professional Liability	\$1,000,000	\$1,000,000 (If applicable)	N/A	N/A	\$1,000,000	N/A
Umbrella Liability		\$1,000,000 - \$10,000,000 (Varies by RFP)	\$1,000,000 (May be waived for groups under 15 people)	\$5,000,000		\$5,000,000
Certificate of Insurance	Yes	Yes	Yes	Yes	Yes	Yes
Frisco ISD as Additional Insured	Not Mandatory	Yes	Yes	Yes	Yes	Yes
Waiver of Subrogation		Yes	Yes	Yes	Yes	Yes

Both parties furthermore agree mutually that if the Contracted Service Agent shall without the consent of the FISD terminate his/her services, the Contracted Service Agent forfeits all rights to any compensation not at the time paid to him/her. The FISD may cancel this agreement, revoking the Contracted Service Agent relationship created if at anytime said Contracted Service Agent fails to perform his or her duties and obligations under the agreement. The terms and conditions of the agreement shall be exclusive and binding upon both parties.

\_\_\_\_\_  
Contracted Service Agent (Signature/Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
FISD Principal or Director (Signature/Print)

\_\_\_\_\_  
Date

Campus / Departmental Budget Code: \_\_\_\_\_