



FRISCO INDEPENDENT SCHOOL DISTRICT

NAME/COMPANY: _____

VENDOR#: _____

For Office Use Only

**INDEPENDENT CONTRACT AGREEMENT
ROUTING / AUTHORIZATION FORM**

- Vendor must submit completed forms to the requesting department/campus. The **Authorization Agreement for Direct Deposit** form should be submitted directly to the Procurement Department. See instructions on form.
- The requesting department/campus shall complete line items 1, 2, 3 and 4 on the Routing Slip.
- If the vendor is presenting to "Staff Only", send forms directly to the Procurement Office. Otherwise, all forms should be routed to HR.

1) **Department Level:** _____
(Signature) (Print Name) (Date)

2) **Email Vendor # to:** _____

3) **The vendor will be presenting to:** _____STAFF ONLY _____STUDENTS

4) **Campus / Departmental Budget Code:** _____

5) **Human Resources:** _____
(Janie Franke) (Date)

6) **Procurement:** _____
(JoAnn Tinney/Kathy Sewell) (Date)

7) **Finance:** _____
(JoAnn Tinney) (Date)

VENDOR NUMBER:

The vendor number will be issued by the Procurement Office and the number will be sent to you by email. Once you have received the vendor number, process the direct pay for these contracted services and then forward to the Procurement Office.

Forms must be submitted and approved 30 days prior to the contracted service date to ensure prompt vendor payment.



FRISCO INDEPENDENT SCHOOL DISTRICT

INDEPENDENT CONTRACT AGREEMENT

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 30th 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)

<p>The Contracted Service Agent will perform the following specific services for FISD:</p> <p>_____</p> <p>_____</p> <p>Campus or District Location(s) that Service(s) will take place:</p> <p>_____</p> <p>_____</p> <p>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.</p> <p>Mileage & Hotel (if applicable): _____</p> <p>Contracted Service Agent Telephone Number: _____</p> <p>Contracted Service Agent Email address: _____</p>

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

Online Background Check Application

Contracted Service Agent – Please follow these instructions:

Visit this page: <https://forms.friscoisd.org/backgroundcheck>

Choose "After School Programs, Contracted Services, Fine Arts & Career and Technical Education Center"

Complete & submit the online form

ATTACH VOIDED CHECK HERE

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT

PLEASE NOTE: Vendor Direct Deposit is the Frisco ISD preferred method for payment of services rendered and/or goods purchased. The FDIC no longer requires a testing period for any existing banks. Each vendor will be required to provide an e-mail address for the receipt notification on the direct deposit. The notification will have a voucher attached reflecting the amount of payment and date of deposit. **(Deposits are posted on Friday's only.)**

I authorize Frisco ISD to initiate credit entries and, if errors occur, I authorize correcting entries to my account indicated below:

_____ SIGNING UP FOR NEW DIRECT DEPOSIT

_____ CHANGE TO EXISTING DIRECT DEPOSIT

_____ STOP EXISTING DIRECT DEPOSIT

Financial Institution (Name / Location)	Routing Number (1st Nine Digits)	Account Number	Type Of Account (Checking or Savings)

You are responsible for contacting your bank to verify the Transit Routing Number and Account Number for Direct Deposits.

_____ This authority is to remain in full force until I terminate this authorization.

Date: _____ (Print) E-Mail Address: _____

(Print)Last Name: _____ (Print) First Name: _____

Signature: _____

Important Notice: FOR CHECKING ACCOUNTS – A VOIDED CHECK MUST BE SUBMITTED WITH THIS AUTHORIZATION FORM

PLEASE REMIT THIS FORM TO THE PROCUREMENT DEPARTMENT BY EITHER - FAX 469-633-6355 OR MAIL TO: FRISCO ISD, PROCUREMENT DEPARTMENT, 6948 MAPLE ST, STE 210, FRISCO TX, 75034 OR SEND TO E-MAIL ADDRESS: sewellk@friscoisd.org

OFFICE USE ONLY

Vendor # _____

This information will be kept confidential and only used for the purpose of FISD Vendor payments only.

CRIMINAL BACKGROUND CHECK NOTIFICATION

If an employee of a contractor is covered under SB-9 the contractor must bear the burden of obtaining a national fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information.

Under the statute SB-9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met:

- The employer has contracted with the district to provide services
- The particular employee will have continuing duties relating to the contract with the district.
- The particular employee will have contact with students.

A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when:

- They have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law.
- They have charges pending, they have been convicted, received probation or deferred adjudication of any of the following:
 1. Any offense against a child
 2. Any sex offense
 3. Any felony offense involving controlled substances
 4. Any felony offense against property
 5. Any other offense the District believes might compromise the safety of students, staff or property

A Bidder/Proposer's violation of this section shall constitute substantial failure.

If the Bidder/Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance.

Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school property. The use of tobacco products are not allowed on school district property.

I have read and understand the above information _____
(Initial)