



Ferris Independent School District

301 E 5th St Ferris TX 75125 Phone (972)544-3858 Fax (972)544-2784 www.ferrisisd.org

Service Contract

1. Ferris ISD hereinafter referred to as the "District" and the following Individual, Independent Contractor, **Russ Evaluations**, hereinafter referred to as "Contractor," enter into a contract on this the **1st day of May**, for the provision of training. In case of conflict between the terms and conditions of the Contract Documents as defined below and those of any standard forms presented by Contractor or forms or clauses appearing in or referenced by Contractor's proposal, the terms and conditions of the Contract Documents shall prevail.
2. Unless discontinued earlier by the District, the period of performance shall be:

Date Service Begins: **BOY 25-26** Date Service Ends: **EOY 25-26**
3. The District agrees to pay Contractor **\$150 per hour, \$1250 per Psychological/ED assessment, \$1350 per Autism Assessment, \$1100 per FBA/Behavioral Consultation, \$1000 per counseling evaluation** as agreed upon for services rendered. Payment will be processed after receipt of invoice from the contractor. The Contractor's invoice should be submitted after the services have been completed and the District will pay for services with term of net 30 days as stated on our PO.
4. This contract may be terminated by the District at any time with or without cause and without penalty to the District. In the event of termination by the District prior to completion of the contract, compensation shall be prorated on the basis of hours actually worked, and the Contractor shall only be entitled to receive compensation for satisfactory work completed up to the date of termination.
5. Contractors may not assign this contract to a third party without consent of the District.
6. The parties intend that the 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. The Contractor will be free to contract for similar services to be performed for other employers while the Contractor is under contract with the District. The 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 Contractor agree that the Contractor is not covered under any District insurance policy, including but not limited to the District's liability, property and casualty, or workers' compensation insurance policies. The District shall not deduct Federal Income taxes, FICA (Social Security) or any other taxes required to be deducted by an employer, as this is the responsibility of the Contractor.
7. The Contractor agrees to hold the District harmless from any and all liability incurred by the District by reason of the Contractor's negligence or breach of contract including, without limitation, damages of every kind and nature, out-of-pocket costs and legal expenses.
8. The contractor shall retain any books, documents, papers and records which are directly pertinent to this contract and as required by law. The Contractor shall make the said materials available for audit, examination, excerpt and transcription to the district, sub-grantee or grantee of funds, or their authorized representatives, for the term of the contract and a period of seven years following termination of the contract.
9. 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. The Contract documents, which are composed of this Contract form and the Contractor's Proposal, and any written change orders, contain all of the Contract and agreement between Contractor and District, and supersede

any oral agreements or prior writings. 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. A waiver, alteration or modification of any of the provisions of this Agreement will not be binding.
12. 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. The addresses of the parties are:

Requested By

If to the District:
Ferris Independent School District
P.O Box 459
Ferris TX 75125
Attn: Superintendents Office:

If to the Contractor:

Name _____
Address _____

13. This Agreement shall be governed by the laws of the State of Texas without regard to the choice-of-law rules of any jurisdiction. Venue shall be in Ellis County, Texas. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

Director / Principal: Debra Ann Stille Approval Process Date: 4/28/25
Assistant Superintendent: [Signature] Date: 4/28/25

AGREED AND ACCEPTED

FERRIS INDEPENDENT SCHOOL DISTRICT

CONTRACTOR

Superintendent [Signature]
Date: 5/1/25

Name: _____
Title: _____
Date: _____

Account Code to Charge 199-31-6299-00-999-5-23-000

Finance Department [Signature] Date: 5-1-25

***Send Copy of Signed Contract to Accounts Payable to upload in Vendor Profile.



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Director / Principal:

Deanna Cashell

Approval Process

Date: 4/28/25

Assistant Superintendent:

[Signature]

Date: 4/28/25

AGREED AND ACCEPTED

FERRIS INDEPENDENT SCHOOL DISTRICT

CONTRACTOR

Superintendent

[Signature]

Name: _____

Date:

5-12-25

Title: _____

Date: _____

Account Code to Charge

199-31-6299-00-999-5-23-000

Finance Department

[Signature]

Date:

5-1-25

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