

Independent Contractor Agreement

Family Service Center

And

Galveston ISD

This Services Agreement (Agreement), by and between Galveston ISD (hereafter GISD) and Family Service Center of Galveston County (hereafter FSC) provides for the Contractor performing services (Services), which shall commence on **September 1, 2024 and term August 31, 2025**, and shall be completed, in a satisfactory manner and proper manner, as determined by GISD on the following terms:

1. **Scope of Services:** GISD and FSC agree and covenant that for the purposes of this Agreement, FSC shall perform the services described below.
2. **Independent Contractor:** GISD and FSC hereby agree that there is not any employment relationship between GISD and FSC. GISD and FSC agree that FSC is an independent contractor and will not be subject to the control of GISD but shall perform his/her services as required by law in the exercise of his/her professional judgement, discretion, and professional licensing body.
3. **Fees:** As full compensation for the services provided, GISD will provide FSC with a letter for in-kind services contributed for **\$109,556.44**. The full amount is for the agreed upon 2.6 FTEs. The amount will be adjusted if there are less than the agreed upon amount.
4. GISD is not responsible for:
 - a. Mileage reimbursement
 - b. Overtime
 - c. Holiday pay
5. FSC will be responsible for any and all applicable social security and personal income taxes which may become due as a result of any payments made by GISD under, and FSC shall Indemnify and hold GISD harmless in this regard.
6. GISD is in no way responsible for carrying group life and health insurance, worker's compensation, or unemployment insurance for FSC staff, or providing any other benefits associated with full-time employment.
7. **Professional Responsibilities:** FSC will not be supervised or evaluated by GISD personnel in the actual performance of services. FSC agrees, however, that FSC personnel will perform his/her duties in a good, workmanlike and professional manner. FSC will not be required to attend GISD staff meetings or any training unless specifically asked to do so. FSC staff members agree to maintain the required professional licensure and to provide a copy of their current valid license to GISD. FSC personnel will be responsible for fulfilling any training/supervision requirements necessary to maintain his/her license for the purpose of lawfully providing the services required under this Agreement.
8. **Transportation and Incidentals:** FSC shall furnish transportation and personal incidentals necessary in the performance of this Agreement at FSC's expense.

9. **Office Space/Phone:** GISD will provide FSC's staff members with office space, chair, locking filing cabinet, telephone and internet access in order to provide ongoing care for clients.
10. **Immunities:** Nothing in this Agreement waives or alters any immunities provided GISD, its employees; officers or agents under Texas or federal law.
11. **Governing Law/ Jurisdiction:** This Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Mandatory and exclusive venue for any dispute arising out of this Agreement shall be court of competent jurisdiction in Galveston County, Texas.
12. **Background Checks:** Prior to commencing any work under this Agreement, FSC will certify that FSC has obtained, for each employee of FSC who will have direct contact with students and will continuing duties related to the Agreement, as required by Texas Education Code Section 22.0834 and Texas Administrative Code Sections 153.1101 and 153.1117:
 - a. National criminal history record information from a law enforcement or criminal justice agency for each employee of Contractor hired before January 1, 2008.
 - b. National criminal history record information from the Texas Department of Public Safety for each employee of Contractor hired on or after January 1, 2008; and
 - c. National criminal history record information from the Texas Department of Public Safety for each employee or independent contractor of each subcontractor or Contractor during the Agreement Term.
13. **Entire Agreement:** This Agreement supersedes all previous oral and/or written agreements and constitutes the entire Agreement relating to Contractor's provision of services to GISD. This agreement may only be amended by mutual written consent of both GISD and FSC.
14. **Legal Construction:** If any one or more the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained in the agreement.

Having carefully examined the Agreement, the undersigned hereby agrees to furnish all services accordance with Terms and Conditions outlined hereto at the prices quoted unless noting in writing.

Galveston ISD

Superintendent of Schools

Date

Chief Financial Officer

Date

Family Service Center of Galveston County

Chief Executive Officer

Date

Board Chair

Date

Address:

2200 Market Street

Ste. 600

Galveston, TX 77550

Federal Employee ID Number:

74-1157849