

**Personal Service Contract**

Requisition Number: \_\_\_\_\_ PO Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

1. This contract is entered into, by, and between Education Service Center Region 10, hereinafter designated "Center" and \_\_\_\_\_ hereinafter designated "Contractor" (Attach resume or vita, if applicable).
2. **Scope of Work/Term** - During the period beginning \_\_\_\_\_ and ending \_\_\_\_\_ Contractor shall provide to the Center, the following services for the use and benefit of public education in Texas:
3. **Fee and Expenses** - For the satisfactory performance for the services described above, Center shall pay to Contractor a fee equal to the sum of \_\_\_\_\_ plus that amount necessary to reimburse Contractor for actual travel and expenses incurred in the performance of Contractor's duties under this contract, and computed in accordance with Texas law and Center Board policy in effect at the time such travel and expenses are incurred by Contractor. The total amount payable to Contractor by Center pursuant to this contract shall in no event exceed the sum of \_\_\_\_\_, including all travel expenses. **All payments will be made to Contractor upon completion of work and submission of an itemized invoice with necessary receipts. A completed and signed W-9 must be on file for the current tax year before payment can be released.**
4. **Independent Contractor** - Both the Center and the Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this contract. As an independent contractor, the contractor or assigned designee is responsible for all taxes and is not entitled to employee benefits. **All payments made to the Contractor will be included on IRS Form 1099-MISC.**
5. **Confidentiality** - The Contractor agrees that any information received in accordance with this contract which concerns the personal, financial or other affairs of the Center or contracted school districts/charter schools will be treated as confidential.
6. **Use of Funds for Political Activities** - Contractor agrees that no funds provided by Center pursuant to this contract shall be used by Contractor for any political activity and that the Contractor is prohibited from using such funds for influencing or attempting to influence any member of Congress, it's employees or any Federal Agency employee concerning the making or awarding of a federal grant.
7. **Notice of Felony Conviction** - Contractor certifies that neither they, the owner of the company, or operator of their business have been convicted of a felony, nor are any of the named persons presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this proposed contract by any Federal or State department or agency.
8. **Property of Center** - All information, materials, and products developed pursuant to this contract shall be the property of Center. The Contractor shall not assert any claim in law or equity, or assert any claim to statutory copyright and/or patent in such information, materials, and products without the prior written permission of Center.
9. **Contractor Products** - Contractor may demonstrate products for purchase as appropriate to the contracted service described above, but may not consummate sales during the service activities outlined.
10. **Prohibition of Texting while Driving** - Contractor agrees that during the delivery of service for Center, individual will not send, receive text messages or check email while driving. This is in compliance with Operational Procedures of the Texas Education Agency following Presidential Executive Order 13513.
11. **Non-Discrimination** - It is our policy not to discriminate on the basis of race, color, national origin, gender or handicap in its vocational programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended: Title IX of the Education Amendments of 1972; and Section 503 and 504 of the Rehabilitation Act of 1973, as amended. Contractor agrees to follow this policy.
12. **Incorporation** - Contractor ( ) is ( ) is not incorporated. If incorporated, attach a current franchise tax Certificate of Good Standing.
13. **Former Employee** - Have you ever been employed by the Center? \_\_\_\_\_ Yes \_\_\_\_\_ No.
14. **Conflict of Interest** - Contractor affirms that this contract does not create a conflict of interest with his/her present employer. Contractor affirms there is no conflict of interest, either personal or financial, with any Center employee. If Contractor determines there is a conflict of interest then the Contractor must verbally disclose the conflict to Program Manager of this contract.
15. **Assignment** - This contract may not be assigned by the Contractor without the written consent of the Center.
16. **Termination** - This contract may be terminated by either party on 10 days written notice. This contract may also be terminated by the Center for cause. Specifically, although not exclusively, cause shall include the Center having to cancel an event related to the Contractor's performance for reasons beyond its control, or for the Contractor's failure to perform as contemplated by the Center. In the case of the cause described herein, should a dispute arise over whether cause exists the judgment of the Center will control. On termination the Contractor shall be due only compensation earned, and reimbursement for approved costs. No fee will be due when termination is given with less than ten (10) day notice.
17. **Compliance with Laws** - This contract is subject to all applicable federal and state laws, including the availability of appropriated funds for the purposes stated herein. Notwithstanding any other provision in this contract or any other document, this contract is void upon sufficient appropriated funds becoming unavailable.
18. If you are one of the following types of businesses please check the appropriate box and attach a copy of certificate.  
 Minority Owned       HUB       Women's Enterprise       Disadvantaged Business Enterprise

AGREED and accepted on behalf of Contractor to be effective on the earliest date written above by a person authorized to bind Contractor.

Contractor's Signature

Program Manager

*If employed by Region 10 district, supervisor must sign.*

\_\_\_\_\_

**Supervisor's Signature**

Division Director or Designee (if \$5,000 or more)

Executive Director or Designee (if \$25,000 or more)

AGREED on behalf of Center this \_\_\_\_\_ day of \_\_\_\_\_ by a person authorized to bind Center.

Contractor must sign, **retain one (1), & return two (2) originals**

of this contract to: \_\_\_\_\_  
 Education Service Center Region 10 400 E. Spring Valley Rd. Richardson, TX 75081-5101

For Business Office Use Only

\_\_\_\_\_

Review                      Fiscal