



## Checklist for Hiring an Independent Contractor

### Who is Hiring the Independent Contractor (I/C)?

Name: \_\_\_\_\_ Campus/Dept: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

### What Forms Need to be Completed by the Employee Hiring the I/C?

- This **Checklist** – complete the top portion and check off each box as the forms are completed
- Request to Hire Independent Contractor**
  - Review “**General Information**” and the definition of an I/C to ensure this packet is needed
- Independent Contractor Agreement**
  - Form must be signed by I/C but should not be completed by them

### What Forms Need to be Completed by the I/C?

- 1. **Consent Form Criminal History and Fingerprinting Information** *attach a copy of Driver's License with form*
- 2. **W-9** (Request for Taxpayer Identification Number and Certification)
- 3. **Conflict of Interest Disclosure (CID)**
- 4. **Conflict of Interest Questionnaire (Form CIQ)** *required ONLY if the I/C signed yes to Question 2 on CID*
- 5. **Felony Conviction Notification**
- 6. **State Certifications Form**
- 7. **Responsible Use Policy** *sign and return last page only*

### What Do I Do with the Completed Forms?

- Make copies of all forms for your files
- Turn in the completed forms to your Campus/Department Secretary who will forward them to the Business Office
  - *If forms are turned in incomplete, the entire packet will be returned to the campus/department*

### What Else Do I Need to Do?

- If the I/C Agreement is  $\geq$ \$300, ask the Secretary to enter a requisition for a purchase order after all forms are approved
- Let the I/C know when they can begin working and that they will need to provide you with an invoice for their services
  - Note: Purchase Orders & Invoices are not required for UIL judges, cheerleading judges, or security officers

### If I need help, who do I contact?

- First contact your Campus Secretary (point of contact).
- If they cannot help you, contact FISD's Finance Department.
- For questions about fingerprinting or background checks, contact FISD's Human Resources Department

## **Independent Contractors – General Information**

**Who is an Independent Contractor? \* An individual who meets these requirements:**

- Owns their own business
- Is coming to the district to perform a service
- Is not directed, controlled or supervised by FISSD staff, provides his/her own materials, and has an opportunity for profit or loss

Examples:

- Some contracted therapists for Special Education services (it depends)
- Professional Development training for classroom teachers
- Instructor for Community Education programs
- DJ for school dances
- Accompanist for choir performances
- Presenters at assemblies
- Building contractors working on facilities

**Which Independent Contractors must have background checks?**

- Will have direct contact with students
- Will work in a school facility where students are present and there is not an accompanying school staff member
- Will have continuing duties related to the contract

**Which independent contractors must be fingerprinted? Must meet all 3 criteria**

- Will have direct contact with students
- Will be working on a contract for services, either written or verbal
- Will have continuing duties related to the contract, not a one-time service

**Examples of who would NOT be required to have background check or fingerprinting:**

- DJ for school function (use Raptor on campus)
- Presenters at school assemblies (use Raptor on campus)
- Building contractor working on facility (district will have signed statement from the contractor attesting to meeting FP requirements)
- Service company for infrequent jobs, accompanied by district employee

**\* FIRST STEP IS TO CALL the HR Department TO VERIFY**

Note: Under most circumstances, students must be hired as employees and not Independent Contractors.

Friendswood ISD  
Human Resource Department  
**REQUEST TO HIRE  
INDEPENDENT CONTRACTOR**

**\*\*TO BE FILLED OUT BY CAMPUS/DEPARTMENT\*\***

Name of applicant: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Position applied for: \_\_\_\_\_

Campus/Department: \_\_\_\_\_

Estimated start date: \* \_\_\_\_\_ Estimated end date (if seasonal): \_\_\_\_\_

**\* VERY IMPORTANT!  
Background Check and fingerprinting MUST be completed BEFORE start date.**

This person will be paid as:

\_\_\_\_\_ Independent Contractor through Business Office (Must be established business)

\_\_\_\_\_ Other (Booster Club, paid by parents, etc.)

Specify who will pay \_\_\_\_\_

\_\_\_\_\_ **This person will be an un-paid volunteer.**

**Attach:** Completed Consent for Background Check and Fingerprinting  
and copy of Driver's License

**Notes:**

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

This request submitted by: \_\_\_\_\_

Campus/Department: \_\_\_\_\_ Date: \_\_\_\_\_



# FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

### SCHOOL YEAR 20\_\_ - 20\_\_

This agreement is made between the Friendswood Independent School District (the District) and

\_\_\_\_\_, an Independent Contractor.

WHEREAS, the District has a need for the following services: \_\_\_\_\_.

WE THEREFORE, for and in consideration of the foregoing, the parties agree to the following payment:

\$ \_\_\_\_\_  Per day  Per hour Other: \_\_\_\_\_

to be paid from the following budget code: \_\_\_\_\_.

This agreement shall not be interpreted or construed as creating or establishing the relationship of employer and employee between the District and the Independent Contractor. The Independent Contractor agrees to indemnify and hold harmless the District from all claims and liabilities due to the acts or omissions of the Independent Contractor.

This agreement shall commence on \_\_\_\_\_ and shall terminate \_\_\_\_\_.

It may be amended or terminated by mutual agreement of both parties within one (1) week written notice to either party prior to the date of acceptance.

The Independent Contractor agrees to complete and return to the District the following:

- o Consent Form for Criminal History and Fingerprinting Information
- o Copy of Driver's License
- o W-9 (Request for Taxpayer Identification Number and Certification)
- o Conflict of Interest Disclosure
- o Conflict of Interest Questionnaire (Form CIQ)  
(complete Form CIQ ONLY if the I/C signed Question 2 on the Conflict of Interest Disclosure)
- o Felony Conviction Notification
- o State Certifications Form
- o RUP – Responsible Use Policy (return signature page only)

**To be completed by the Independent Contractor. Please check Yes or No:**

Has the Contractor ever been fingerprinted for a public school in Texas?  Yes  No

Has the Contractor worked for FISD in the last 12 months?  Yes  No

Is the Contractor a TRS Retiree? If YES, what was the retire date? \_\_\_\_\_  Yes  No

Is the Contractor currently employed by another school district or TRS contributing entity?  Yes  No

The Independent Contractor may not begin working until this is completed and signed by all parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Independent Contractor

\_\_\_\_\_  
Printed name of Independent Contractor

\_\_\_\_\_  
Budget Manager

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date Approved



## Consent Form Criminal History and Fingerprinting Information

The following information is needed in order to obtain information from the State Board of Education as to whether fingerprinting is required. If you are required to be fingerprinted, the HR Office will contact you with further information. This is to be in compliance with Senate Bill 9. The FACT Clearinghouse is a repository of the DPS and the FBI fingerprint-based criminal history results. The FACT Clearinghouse allows an authorized entity access to a consolidated response of the DPS and FBI criminal history fingerprint results, including an electronic subscription and notification service for new arrest activity on subscribed persons. Your subscription will be active until your working relationship with FISD is complete. Initial \_\_\_\_\_

- Have you ever been fingerprinted for a public school in Texas?** \_\_\_ Yes \_\_\_ No  
**Have you worked for FISD in the last 12 months?** \_\_\_ Yes \_\_\_ No  
**Are you a TRS Retiree? If YES, what was the retire date?** \_\_\_\_\_ \_\_\_ Yes \_\_\_ No  
**Are you currently employed by another school district or TRS contributing entity?** \_\_\_ Yes \_\_\_ No

**Please Print**

Name: Last	First	Middle	Maiden Name
_____-_____-_____	____/____/____	(____)	_____
Social Security Number (Last 4 numbers only)	Date of Birth	State	Driver's License/ID Number

Email Address	Phone Number
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**Purpose of Employment:**

\_\_\_\_\_ **Contract Worker**      \_\_\_\_\_ **Volunteer**

**Campus/Department:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Condition of Employment:**

1. Do you agree to a Criminal History check? (Yes or No) \_\_\_\_\_
  
2. If you are recommended for hire, you must agree to be fingerprinted at your own expense before you can begin employment. Do you agree to this condition? (Yes or No) \_\_\_\_\_
  
3. Please provide a copy of your Driver's License and Social Security Card.

Signature	Date
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\*\*\*\*\* OFFICE USE ONLY \*\*\*\*\*

_____ DPS Search _____	_____ CCH Verification to HR _____
_____ Uploaded to TEA _____	_____ Fingerprint Appointment _____
_____ Emailed Fast Pass /Generic _____	_____ Raptor System on Day of Event _____
_____ Subscribed to DPS _____	_____ Clear to Work _____
_____ Already Fingerprinted _____	_____ Validated _____

Initials \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



## **CONFLICT OF INTEREST DISCLOSURE**

The following is issued in accordance with State Law and FISD Board Policy BBFA (LEGAL). Failure to make disclosure shall be grounds for termination of any contract entered into with said vendor or proposer.

1. The undersigned states that he/she nor the company listed herein has never had or does not have a business relationship with a Board member, member of the Administration or a member of the Staff of Friendswood Independent School District regardless of the nature or amount.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

2. The undersigned states that he/she and/or the company listed herein has had or does have a business relationship with a member of the Board, Administration or Staff of Friendswood Independent School District regardless of the nature or amount.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

If you signed under #1, you do not need to complete the Conflict of Interest Questionnaire (Form CIQ).

If you signed under #2, you *must* complete the Conflict of Interest Questionnaire (Form CIQ).

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



## **FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owner or operator of the business entity has been convicted of a felony.” The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION**

**You must check A, B or C and sign below:**

- A. Our firm is a publicly held corporation, therefore, this reporting requirement is **not applicable**.
- B. Our firm **is not** owned or operated by anyone who has been convicted of a felony.
- C. Our firm **is** owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Individual(s): \_\_\_\_\_  
(attach additional sheet if necessary)

Details of Conviction(s): \_\_\_\_\_  
(attach additional sheet if necessary)

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I, the undersigned for the firm named below, certify that the information concerning notification of felony convictions has been by me and the following information furnished is true to the best of my knowledge.

Company Name: \_\_\_\_\_

Authorized Official's Name (Printed): \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_



## STATE CERTIFICATIONS

Date:		Federal Tax ID# :	
Vendor Name:			
Printed Name of Representative:			
Title:			
Signature:			

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### CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

[Govt Code 2252 (SB252)]

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Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

 Initials of Authorized Representative of Vendor

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### CERTIFICATION REGARDING BOYCOTTING OF ISRAEL

[Govt Code 808 (HB89)]

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The following certification shall apply if:

- (a) Vendor is not a sole proprietorship;
  - (b) Vendor has ten (10) or more full-time employees; and
  - (c) this Agreement has a value of \$100,000.00 or more.
- (Otherwise, this certification is not required.)

Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

 Initials of Authorized Representative of Vendor

## **Independent Contractor Guidelines Friendswood ISD Responsible Use Policy**

### **SIGN AND RETURN LAST PAGE ONLY**

*For the purpose of this policy the term "Employee" shall refer to the Independent Contractor throughout.*

As a Friendswood ISD employee you are given access to Friendswood ISD's network and technology resources. At Friendswood ISD, the network and technology resources are a way of enhancing the mission to teach the skills, knowledge, and behaviors students will need to succeed in the global community. These technologies may include, but are not limited to, district-provided equipment as well as personal devices. In accepting this agreement, employees acknowledge the following rules and conditions.

### **ELECTRONIC COMMUNICATION WITH STUDENTS (TEC Section 38.027) (Policy DH)**

Electronic communication means any communication facilitated by the use of any electronic device, including a telephone, cellular telephone, computer, computer network, personal data assistant, or pager. The term includes e-mails, text messages, instant messages, and any communications made through an Internet website, including a social media website or a social networking website. (TEC Section 38.027)

A certified employee, licensed employee, or any other employee may use electronic communication, as this term is defined by law, with currently enrolled students on about matters within the scope of the employee's professional responsibilities.

In accordance with ethical standards applicable to all District employees (see applicable standards attached to this RUP), an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication.

An employee is not subject to provisions regarding electronic communications with a student to the extent the employee has a social or family relationship with a student. For example, an employee may have a relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. An employee who claims an exception based on a social relationship shall provide written consent from the student's parent. The written consent shall include an acknowledgement by the parent that:

- The employee has provided the parent with a copy of this protocol;
- The employee and the student have a social relationship outside of school;
- The parent understands that the employee's communications with the student are excepted from district regulation; and
- The parent is solely responsible for monitoring electronic communications between the employee and the student.

### **Text Messaging (Policy DH)**

*Only a teacher, trainer, or other employee who has an extracurricular duty may use text messaging* and then, only to communicate with students who participate in the extracurricular activity over which the employee has responsibility. *The message content must be within the scope of the extracurricular activity.*

### **Employees Who Use Electronic Media to Communicate with Students Shall Observe the following:**

- The employee does not have a right to privacy with respect to communications with students and parents.
- Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic communication the employee uses to communicate with any one or more currently-enrolled students.
- The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests; for an employee with an extracurricular duty, matters relating to the extracurricular activity).
- If communicating electronically with a single student, the employee shall include at least one of the student's parents or guardians as a recipient on the message to the student so that the student and parent receive the same message. If the parent or guardian does not have means to communicate electronically, copy your supervisor or colleague. (Exception: Employees may communicate individually with students via school phone landlines during normal business hours and via school email, @fisd12.net accounts, between the hours of 7 a.m. and 9 p.m.)
- As an alternative to sending a message to the student's parent, the employee may send a copy of the message to his or her own District e-mail address in order to retain a printable record if the employee has a device that provides this capability.
- The employee is prohibited from knowingly communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for the purpose of communicating with students. The employee must enable administration and parents to access the employee's professional page.
- The employee shall not communicate directly with any student between the hours of 9 p.m. and 7 a.m. unless an extra or co-curricular activity makes communication necessary. An employee may, however, make public posts to a social network site, blog, or similar application at any time.
- Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. (See Policy DHB)
- Upon written request from a parent or student, the employee shall discontinue communicating with the student through e-mail, text messaging, instant messaging, or any other form of one-to-one communication.

### **Reporting Improper Communication(Policy DH)**

An employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

### **Disclosing Personal Information(Policy DH)**

An employee shall not be required to disclose his or her personal e-mail address or personal phone number to a student.

### **PERSONAL USE OF ELECTRONIC COMMUNICATION (Policy DH)**

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

## USE OF TECHNOLOGY

- I will use technology in a meaningful, safe, and responsible way.
- I understand I represent the school district in all my online activities. Additionally, I understand what I do on social media sites should not reflect negatively on students, teachers, or on the district.
- I will use technology resources productively, appropriately, and primarily for school-related purposes. I will avoid using any technology resources in such a way which would disrupt the activities of others.
- I will respond by telephone to any outside party who sends an email communicating a problem or concern that would require more than a brief factual response. Email will only be used to provide outside parties with information.
- I will not use email to communicate about a potentially volatile situation or one which requires extensive explanation.
- I will not attempt to bypass or disable district content filters. Certain webpages may be unblocked upon request to Technology Services depending on content and technical capability.
- I will not gain or attempt to gain unauthorized access to resources or information.
- I will not attempt to send, receive, or view any communications or materials that are inappropriate or harmful to individuals or groups or in violation of federal, state, or district regulations. This includes but is not limited to inappropriate language; threatening or racist material; obscene material; pornographic or sexually oriented material or illegal activities.
- I will not use District resources for political advertising, lobbying, or campaigning.
- I will not use District resources for the promotion of commercial goods or services for personal gain.
- I understand all district equipment, the district network, and my district account are property of FISD and can be monitored or collected at any time.
- I am responsible for monitoring student use of technology either district provided or a personal device while students are under my supervision.
- I understand that District administrators will deem what conduct is inappropriate use if such conduct is not specified in this agreement.

I will use technology in accordance with the laws of the United States and the State of Texas:

- Criminal Acts – These include, but are not limited to, “hacking” or attempting to access computer systems without authorization, harassing email, cyberbullying, cyberstalking, child pornography, vandalism, and /or unauthorized tampering with computer systems.
- Libel laws – Publicly defaming people through the published material on the Internet, email, etc.
- Copyright violations – Copying, selling or distributing copyrighted material without the express written permission of the author or publisher (users should assume all materials available on the Internet are protected by copyright), engaging in plagiarism (using other’s words or ideas as your own).

I understand in the event that I am issued a portable electronic device to facilitate student instruction and enhance student achievement I am responsible for the device and will care for the equipment in such a manner as to prevent loss or damage. A portable electronic device is defined as a laptop or any small, handheld computing device. I further understand that:

- Portable electronic devices are issued to staff primarily as instructional tools and therefore need to be brought to school daily.
- In the event of damage, loss or theft of the portable electronic device, I will immediately notify my principal or his/her designated representative for repair or replacement matters.
- In the case of damages or loss which occur due to my intentional act, neglect or abuse of the portable electronic device, or because of my failure to follow the responsible use policy, I understand I may be held responsible for payment of repairs or replacement of the device at market value.
- The portable electronic device and any other accessories/components will be returned to the proper district authority immediately upon termination of my employment, or at any other time as

- specifically directed by district authority.
- If I feel it is necessary, I may seek out and purchase insurance for the device(s) issued to me.

### **RESPONSIBLE USE ACKNOWLEDGEMENT**

By signing this form, I acknowledge receipt of, understand, and agree to abide by the rules and standards set forth in the Friendswood Independent School District (ISD) Responsible Use of Computers and Networks Policy. I understand to gain or retain access to the Friendswood ISD computer network systems, I must sign and submit this form as directed. I further understand any violation of the Responsible Use Policy is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked, monetary liability may be incurred, school disciplinary and/or appropriate legal action may be taken. I as a staff member agree to abide by the rules and standards addressed in this policy as it pertains to me and to help ensure students also abide by these rules and standards as well. I understand this agreement will be in effect for the duration of my employment with the district or until the policy is revised.

### **CODE OF ETHICS AND STANDARD PRACTICES FOR TEXAS EDUCATORS RELATED TO COMMUNICATION WITH STUDENTS**

**Standard 3.8** The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

**Standard 3.9** The educator shall refrain from inappropriate communication with a student or minor, including but, not limited to, electronic communication such as cell phone, text messaging, e-mail, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is appropriate include, but are not limited to:

- The nature, purpose, timing, and amount of the communication;
- The subject matter of the communication;
- Whether the communication was made openly or the educator attempted to conceal the communication;
- Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
- Whether the communication was sexually explicit; and
- Whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

RETURN THIS PAGE ONLY

**Independent Contractor Guidelines  
Friendswood ISD Responsible Use Policy**

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**Disclaimers**

- Friendswood ISD and its individual schools, administrators, faculty, and staff thereof, make no warranties of any kind for the service provided and will not be held responsible for any damage suffered by users. This includes the loss of data resulting from delays, non-deliveries, miss-deliveries, and intrusion by computer virus, or service interruption.
- Use of any information obtained via network access is at the risk of the user, and Friendswood ISD specifically denies any responsibility for the accuracy or quality of the information obtained.
- Friendswood ISD cannot guarantee complete protection from inappropriate material. Furthermore, it is impossible for the district or content filter to reflect each individual or family's opinions of what constitutes "inappropriate material." If a student mistakenly accesses inappropriate information, he/she should immediately notify a district staff member.
- Friendswood ISD is not liable for an individual's inappropriate use of district's electronic communications systems or violations of copyright restrictions or other laws, or for costs incurred by users through use of Friendswood ISD's electronic communications systems.
- The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications systems.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date