



Dear Independent Contractor/Consultant:

Following is the Services Agreement (“Agreement”) between Galveston Independent School District (“Galveston ISD” or “District”) and Independent Contractor/Consultant (“Contractor”) and all related forms and questionnaires which are required for Galveston ISD to enter into an agreement with Contractors.

The Agreement and all related forms and questionnaires must be filled out completely and approved prior to services being performed.

NOTICE TO CONTRACTORS: Please be advised, Galveston ISD has a specific process for validating contracts that must be followed to endure payment. Please make sure the District representative with whom you are negotiating this contract with has complied with all Galveston ISD procedures to ensure this contract is properly authorized. Failure to do so may significantly delay payment(s) or invalidate the contract and no payment shall be made for these services.

Incomplete documents will be returned and will delay processing of the Agreement. All Agreements must be approved by the Finance/Purchasing office, signed by both parties, and have an approved purchase order (P.O.) in place BEFORE services can be rendered and invoices can be submitted to the District for payment.

If you have any questions, please contact Ana Escobar, Purchasing Coordinator at (409) 766-5158 or email at anaescobar@gisd.org.

AGREEMENT PACKET CHECKLIST:

- Introduction Letter/Package Checklist
- Independent Contractor Agreement
- Addendum 1 (If required) Reasonable Travel/Miscellaneous Expenses
- Contractor/Consultant Certification Form
- Certification Debarment & Suspension
- Hold Harmless Agreement
- Temporary Access Form – Single Event (If Required)
- DPS Computerized Criminal History (CCH) Verification Notification
- Conflict of Interest Disclosure
- SB 252/HB 89 Form
- Criminal History Record Information Addendum
- Felony Conviction Form
- EDGAR Certification Forms (if applicable)
- W9
- ID copy

INDEPENDENT CONTRACTOR AGREEMENT

This Services Agreement (“Agreement”), by and between, **GALVESTON INDEPENDENT SCHOOL DISTRICT** (hereafter, “GISD”),

_____ CAMPUS/SITE, and
_____ (hereafter, “Contractor”), provides for the Contractor performing services (“Services”), which shall commence on the _____ day of _____, 20____, and shall be completed, in a satisfactory and proper manner, as determined by the District on the following terms:

1. **Scope of Services:** The District and the Contractor agree and covenant that for the purposes of this Agreement, the Contractor shall perform the services described below. If preferred, Contractor may provide a typed document detailing the services to be provided and attach it to this agreement as a document of reference (“Attachment”). Any such Attachment evidenced and accepted by Galveston ISD is incorporated and made part of this Agreement. Description of Services: (if Attachment provided, please indicate, “Refer to Exhibit A”, etc.)

_____ If Services provided are to be performed at multiple campuses, on different schedule dates, please attach a schedule of campus sites and of dates of service as Exhibit B – Dates of Services Performed.

2. **Independent Contractor:** GISD and Contractor hereby agree that there is not an employment relationship between GISD and Contractor. GISD and Contractor agree that Contractor is an independent contractor and will not be subject to the control of the GISD, but shall perform his/her services as required by law in the exercise of his/her professional judgment and discretion.
3. **Fees:** As full compensation for the services provided, District will make payment upon satisfactory completion of services in an annual amount NOT TO EXCEED \$ _____ inclusive of all fees and allowable expenses. Compensation for services rendered shall be based on the following rates or in accordance with the following terms:
 - FIXED FEE of \$ _____ for a total contract amount
OR
 - DAILY RATE of \$ _____ per day for _____ days for a total contract amount of \$ _____.
OR
 - HOURLY RATE of \$ _____ per hour for _____ hours for a total contract amount of \$ _____.
OR
 - IF PREFERRED, Contractor may provide a typed document detailing the applicable fees and attach it to this agreement as a document of reference (“Attachment-Exhibit C – Fee Schedule”). Any such Attachment evidenced and accepted by Galveston ISD is incorporated and made part of this agreement.

4. The District is not responsible for:
 - Mileage Reimbursement
 - Overtime Pay
 - Holiday Pay
 - Flex time to make up for a Holiday
5. Upon completion of Agreement, Contractor will submit invoice(s) to GISD, Accounts Payable Department, each month listing the dates and hours worked, along with a daily log that Contractor is required to maintain. Payment for each invoice will be made by GISD within thirty (30) days of receipt of invoice.
6. Contractor 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 hereunder, and Contractor shall indemnify and hold GISD harmless in this regard.
7. GISD is in no way responsible for carrying group life and health insurance, workman's compensation, or unemployment insurance for the independent contractor, or providing any other benefits associated with full-time employment.
8. **Professional responsibilities:** Contractor will not be supervised or evaluated by GISD personnel in the actual performance of training services. Contractor agrees, however, that Contractor will perform his/her duties in a good, workmanlike and professional manner. Contractor will not be required to attend GISD staff meetings or any GISD trainings. Contractor agrees to maintain required professional licensure, if any, and to provide a copy of Contractor's current, valid license(s), if any, to GISD. Contractor will be responsible for fulfilling any training requirements necessary to maintain his/her license(s), if any, for the purpose of lawfully providing the services required under this Agreement, if required.
9. **Transportation and incidentals:** Contractor shall furnish all transportation and personal incidentals necessary in the performance of this Agreement at Contractor's own expense.
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 a court of competent jurisdiction in Galveston County, Texas.
12. **Background checks:** *THIS PARAGRAPH APPLIES IF CONTRACTOR WILL HAVE DIRECT CONTACT WITH STUDENTS AND WILL HAVE CONTINUING DUTIES (RATHER THAN ONE TIME ONLY).*

Prior to commencing any work under this Agreement, Contractor will certify, on the form provided herein as Appendix 1, that, for each employee of Contractor, and for each employee or independent contractor of Contractor or Contractor's Subcontractors who (1) will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee), and (2) will have continuing duties related to the Agreement, Contractor has obtained, 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 of Contractor during the Agreement Term.

Any employee or independent contractor of a contractor or subcontractor who will have direct contact with students must not have been convicted of an offense identified in Texas Education Code Section 22.085 (or any higher standard established by the District's Board of Trustees).

If Contractor fails to comply with this provision, GISD may terminate this Agreement immediately without penalty and without any monetary or other obligation to Contractor.

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 Contractor.
14. **Legal Construction**: In the event that any one or more of 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 Package, the undersigned hereby agrees to furnish all services in accordance with the Terms and Conditions outlined hereto at the prices quoted unless noted in writing.

GALVESTON ISD

_____	_____	_____
Budget Manager/Principal/Director Signature	Print Name	Date

_____	_____
Jeffrey Martello Chief Financial Officer	Date

INDEPENDENT CONTRACTOR/CONSULTANT

_____	_____	_____
Contractor/Consultant	Print Name	Date

_____	_____	_____
Contractor/Consultant	Print Name	Date

Address:

Social Security or Federal Employer ID Number:



INDEPENDENT CONTRACTOR AGREEMENT

ADDENDUM 1

Consultant shall furnish all transportation and personal incidentals necessary in the performance of this agreement. GISD will reimburse Consultant only for those reasonable travel and miscellaneous expenses incurred as a result of an explicit request by GISD in rendering the services hereunder. Expenses will be reimbursed in a timely manner upon presentation by Consultant of an invoice with supporting receipts. Business mileage will be reimbursed at the current IRS approved mileage rate. All reimbursable travel and expenses by Consultant, if any, must be approved in advance by GISD.

Entered into on this date _____.

CONTRACTOR:

BY: _____
Contractor **Date**

Mailing Address:

Social Security or FEI Number: _____

Email: _____

GALVESTON INDEPENDENT SCHOOL DISTRICT

BY: _____
Ana Escobar **Date**
Purchasing Coordinator



Contractor/Consultant Certification Form

Introduction:

Texas Education Code Chapter 22 and Senate Bill 9 require service contractors to obtain criminal history record information regarding covered employee and to certify to the District that they have done so. Contractors must comply with Texas Education Code, Section 22.0834, regarding the Criminal History Record Information review of certain contract employees. Before work on this contract begins, Contractors shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The contractor must obtain criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have direct contact with students. The contractor further agrees that he shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by the Texas law, from District property or the location where students are present. Please visit a Guide for School Contractors Section for additional information regarding Senate Bill 9.

Definitions:

Covered employees: All employees of a contractor who have or will have work duties that have been or will be performed on District property on a repeated basis related to the service to be performed at the District and have or will have direct contact with students (verbal or physical interaction with one or more students that is necessary for the performance of the contracted services). The District will be the final arbiter of what constitutes direct contact with students.

On behalf of _____
Contractor or Contractor's Name of Company/Consultant

I certify that the [check one]:

- A.)** Individual Contractor/Consultant or Contractor's/Consultant's employees are covered employees and have been processed through the FACT Clearinghouse as **HAVING CONTACT** with students.

AND The following will be considered as proof of processing and will be used to assist in the FACT Clearinghouse inquiry:

A copy of the FAST PASS receipt if available. – FAST PASS TCN # _____

Individual has been fingerprinted and FAST PASS was processed at a school district.

Teaching Certificate# _____

School District _____

Contractor has set up a FACT Clearinghouse Record for employees

ORI# _____ Contractor ID# _____

AND

MANDATORY INFORMATION REQUIRED FOR INQUIRY:

*Date of Birth _____

*Driver's License # _____

*TxDPS SID# _____

(FACT Clearinghouse State assigned ID number)

OR

O B.) Individual Contractor/Consultant employees are not covered employees as defined above and DOES NOT HAVE CONTACT with students.

If A is selected, I further certify that:

- (1) Contractor/Consultant has obtained all required criminal history record information through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees have a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.
- (2) If Contractor/Consultant receives information that a covered employee has a disqualifying conviction, Contractor/Consultant will immediately remove the covered employee from the contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor/Consultant will make available for the District the required information to obtain its own criminal background checks of any covered employee. Contractor/Consultant agrees to discontinue using the employee for the contract should District object to the assignment of said employee.

Noncompliance by Contractor/Consultant with this certification may be grounds for contract termination, and may be a violation of State Law as described in Senate Bill 9 and/or TEC 22.

By submission of this form, I am indicating that I am complying with Senate Bill 9 and Texas Education Code Section 22.0834 Criminal History Record Information Review of Certain Contract Employees.

Date: _____

Contractor/Consultant (if Company-Name): _____

Address: _____

City/State/Zip: _____

Authorized Signature: _____



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction U.S. Department of Agriculture

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before completing certification, read the instructions below.)

- The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this document.

Contractor/Consultant or Company Name

Name and Title of Authorized Representative

Signature

Date

Instructions for Suspension/Debarment Certification Statement

- (1) By signing and dating the certification statement, the Contractor/Consultant certifies that neither it nor any of its principals (e.g. key employees) has been proposed for debarment, debarred or suspended by a federal agency on the date signed.
- (2) The prospective bidder shall provide immediate written notice to the person to whom this document is submitted if at any time the prospective Contractor/Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.



HOLD HARMLESS AGREEMENT

The Contractor/Consultant shall defend, indemnify, and hold harmless, Galveston ISD and all its trustees, officers, agents, and employees, from and against all suits, actions, or claims of any character brought forth or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of Contractor/Consultant or any agent, employee, subcontractor or supplier of Contractor/Consultant in the execution or performance under this contract as designated as CONTRACTOR/CONSULTANT AGREEMENT.

The Contractor/Consultant shall also defend, indemnify and hold harmless, Galveston ISD and all of its trustees, officers, agents, and employees, from and against claims by any subcontractor, supplies, laborer, material-man or mechanic for payment for work materials provided on behalf of the Contractor/Consultant in the performance of the Contract and all such claimants shall look solely to Contractor/Consultant and not Galveston ISD for satisfaction of such claims.

This Hold Harmless Agreement shall be binding upon the undersigned, and its successors, legal representatives, heirs, and assigns.

Dated this _____ day of _____, 20_____.

Contractor/Consultant:

Contractor/Consultant or Company Name

Name of Representative (Print)

Signature of Representative



**CONTRACTOR/CONSULTANT TEMPORARY ACCESS FORM
SINGLE EVENT**

NON-DISTRICT PERSONNEL

As required by Senate Bill 9, each employee and Contractor/Consultant of a school district must be fingerprinted in order to work or provide services to the District, if they are going to have direct access to students. This bill provides protection to school district and also to the students of the District.

On a case by case basis, non-district personnel may be allowed temporary access (with CRIMINAL BACKGROUND CHECK) to the campus in order to provide limited services to the District. The following procedures must be followed:

- The non-district personnel must be accompanied by an administrator or administrator designee (campus employee) at all times.
- No student contact shall be made without the accompaniment of a campus administrator or designee (campus employee).

Services provided to the District must follow these procedures. In the event that these procedures cannot be followed, this agreement is withdrawn and fingerprinting must be accomplished. There will be no exceptions to these procedures.

Printed Name of GISD Requesting Employee

Printed Name of Contractor/Consultant

Signature and Date

Signature and Date

Printed Name of District Administrator or Designee Assigned to Accompany Contractor/Consultant

Summary of Services:

GALVESTON INDEPENDENT SCHOOL DISTRICT

3904 AVE T ~Galveston, TX 77550

(409) 766-5158 Phone

CRIMINAL HISTORY RECORD INFORMATION ADDENDUM

CONFIDENTIAL - This form will be removed from the application and filed separately.

The Galveston Independent School District is authorized by Texas Education Code 22.083 to obtain criminal history record information on persons the District intends to hire for Independent Contractor/Consultant. The information requested below is necessary to obtain criminal history record information.

Please print

Full name (Please print): _____
Last First Full Middle Name

Address: _____

Telephone#: _____ **Email:** _____

List any and all other name(s) previously used, including maiden name:

Social Security Number: _____ **Date of Birth:** _____

Driver's License #: _____ **Issuing State:** _____

Sex: Male Female

Ethnicity: Black

White

Hispanic

Dates of service:

Start Date _____ End Date _____

Other _____

I understand the information I am providing about age, sex, and ethnicity will not be used to determine eligibility for employment but will be used solely for the purpose of obtaining criminal history record information. My signature authorizes the release of any and all police/criminal history information to Martin's Mill Independent School District.

Signature

Date

THIS AREA FOR OFFICE USE ONLY

CLEAR No Matching Records

Approved

Matching Records/Hold for Review

Denied

By: _____

Date: _____

DPS Computerized Criminal History (CCH) Verification

I, _____, acknowledge that a Computerized Criminal

APPLICANT OR EMPLOYEE NAME (Please Print)

History (CCH) check may be performed by accessing the Texas Department of Public Safety Secure Website and may be based on name and DOB identifiers. (This is not a consent form, but serves as information for the applicant.) Authority for this agency to access an individual's criminal history data may be found in Texas Government Code 411; Subchapter F.

Name-based information is not an exact search and only fingerprint record searches represent true identification to criminal history record information (CHRI), therefore the organization conducting the criminal history check is not allowed to discuss with me any CHRI obtained using the name and DOB method. The agency may request that I also have a fingerprint search performed to clear any misidentification based on the result of the name and DOB search.

In order to complete the fingerprint process, you will be contacted by Human Resources department if more information is required.

Once this process is completed, the information on my fingerprint criminal history record may be discussed with me.

(This copy must remain on file by this agency. Required for future DPS Audits)

Signature of Applicant or Employee (optional)

Date

Agency Name (Please print)

Agency Representative Name (Please print)

Signature of Agency Representative

Date

Please:	
Check and Initial each Applicable Space	
CCH Report Printed:	
Yes _____	No _____ Initial _____
Purpose of CCH:	

Empl _____	Vol/Contractor _____ Initial _____
Date Printed: _____	Initial _____
Destroyed Date: _____	Initial _____
Retain in your files	



CONFLICT OF INTEREST DISCLOSURE

The following is issued in accordance with State Law and GISD Board Policy. 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 Galveston Independent School District regardless of the nature or amount.

Signed: _____

Printed Name: _____

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 Galveston Independent School District regardless of the nature or amount.

Signed: _____

Printed Name: _____

3. If you answered **YES** to (2) above, the Conflict of Interest questionnaire (Form CIQ) must also be completed. This document can be found at www.ethics.state.tx.us



CERTIFICATION REGARDING TERRORIST ORGANIZATIONS
[Govt Code 2252 (SB252)]

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 Foreign Terrorist Organization by the U.S. Secretary of State.

_____ Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING BOYCOTTING OF ISRAEL
[Govt Code 808 (HB89)]

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, the following certification shall apply; 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's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID #: _____

GISD PURCHASING OFFICE (INTERNAL REVIEW):

Comptroller List was reviewed and The Vendor (IS) (IS NOT) on the lists (Circle one).

Verified by: (Name and Date): _____

