

Purchasing Tip # 4: Request for Approval & Agreement for Contracted Services

Due to recent Legislative changes and internal workflow procedures these documents has been updated.

These attached document replaces the Fiscal Procedure Manual - Section 04 Purchasing, exhibit 4-02 and 4-03. Please make the necessary changes in your manual. Update your email links as well.

Replace Request for Approval and Signature of Legal Contract Form (Exhibit 4-02)

A Request for Approval and Signature of Legal Contract Form should be completed and sent to the Business Service Department for processing. The Supervisor and appropriate Cabinet Level signatures are required before the Business Service Department can process the contract or agreement. Contracts that exceed \$50,000 will need a Board agenda and have competitively been procured through either a local bid or cooperative purchasing agreement. Please plan accordingly, allowing sufficient time to secure all necessary authorizations especially when Board agendas are necessary.

Replace Agreement for Contracted Services – Independent Contractor (Exhibit 4-03)

Consultants and contracted vendors are non-employees who are contracted to perform a personal or professional service that cannot be performed by a District employee. The term “Independent Contractor” is used to denote non-employees performing services on District property on behalf of the District. The Internal Revenue Service (IRS) has extensive information defining when an individual is considered an employee requiring the withholding of income taxes and the payment of Medicare taxes. Non-employees meeting the definition of an employee will be referred to the Human Resource and Payroll Departments. Non-employees meeting the definition of an independent contractor will be referred to the Purchasing Department. The flow chart Independent Contractor or Employee Flowchart (Exhibit 4-01) can be used to determine which definition the non-employee meets.



Request for Approval and Signature of Legal Contract

GALENA PARK INDEPENDENT SCHOOL DISTRICT
14705 WOODFOREST BLVD.
HOUSTON, TEXAS 77015

GALENA PARK ISD	CONTRACTING PARTY
District Contact:	Organization:
Campus/Department:	Contact Person:
Phone No.:	Phone No.:
Alternate Contact:	Email:
Does this contract exceed \$50,000?	Yes ☐ No ☐
Has this contract been Board Approved in the past?	Yes ☐ When? _____ No ☐
Date of the event/service being requested:	
What is/are the budget code(s) used to pay this cost? Note: Funds must be available to pay the costs associated with the contract (list the account code(s) in the section provided)	If paying with Federal Funds, must meet the EDGAR requirements.
Does this involve student travel?	Yes ☐ No ☐
Describe the purpose of this contract and any additional comments that would be helpful in understanding the nature of this agreement:	
Is this an approved vendor that the District has conducted business in the past?	Vendor # _____ Yes ☐ No ☐
Have you discussed campus and building requirements (i.e., heating/air conditioning, building open on non-work day or after hours, food service requirements, security, installation of circuits, etc.) with the appropriate department:	Yes ☐ No ☐ N/A ☐
REVIEWED AND APPROVED <i>Note: Provide 2 weeks for processing once received by the Business Office</i>	
1. Approving Supervisor: Print Name:	_____ Signature Date: _____
2. Cabinet Representative: Print Name:	_____ Signature Date: _____
3. Purchasing Coordinator: Print Name: Adrian Sloan	_____ Signature Date: _____



GALENA PARK INDEPENDENT SCHOOL DISTRICT

14705 Woodforest Blvd • Houston, TX 77015 • Telephone (832) 386-1008 • Fax (832) 386-1428

AGREEMENT FOR CONTRACTED SERVICES – INDEPENDENT CONTRACTOR

GALENA PARK INDEPENDENT SCHOOL DISTRICT (“the District” or “Galena Park ISD”) hereby contracts with the undersigned, _____ (“Independent Contractor”).

SERVICES: Independent Contractor shall perform the following Contracted Services as described herein (the “Services”). _____

CONTRACT PRICE: Independent Contractor shall perform the Services for a fee of \$ _____.
The contract fee for the Services will not exceed \$ _____ during the contract agreed term.

AGREEMENT TERM: This Agreement will commence on _____, and will remain in effect until _____. Galena Park ISD may terminate this Agreement, with or without cause, upon written notification to Independent Contractor. Upon termination, Galena Park ISD shall pay Independent Contractor for Fees (if appropriate) for Services to date.

Terms and Conditions

INDEPENDENT CONTRACTOR. Independent Contractor hereby agrees and acknowledges that he/she is an independent contractor and that his/her Services performed are independent of Galena Park ISD’s direction and control. Independent Contractor and Galena Park ISD do not have an employment relationship. The Independent Contractor is not entitled to participate in any pension plans, bonus, or fringe benefits that Galena Park ISD provides for its employees, including workers’ compensation benefits. Independent Contractor represents that he/she has or will make his/her own provisions for workers’ compensation coverage for him/herself and that he/she has or will follow Texas statutory guidelines regarding workers’ compensation.

EXPENSES. Reimbursement of any and all Expenses permitted as noted below is dependent upon the submission of copies of detailed receipts for said reimbursement. Galena Park ISD will cover only the fees and expenses specifically noted below. Travel, car rental, and lodging expenses (if noted in Fees and Expenses) will be paid according to Galena Park ISD travel guidelines.

FEES AND EXPENSES:

Travel	Meals	Lodging	Other:
\$ _____	\$ _____	\$ _____	\$ _____

QUALIFICATIONS. Independent Contractor certifies that he/she is qualified to provide the specified Services. Independent Contractor will submit a copy of their qualification and licenses (if required). Should any materials, equipment, or services be necessary to perform the Services, the Independent Contractor will be responsible for any such materials, equipment, or services.

CONFIDENTIALITY. To the extent that personally identifiable student information or student records are accessed by Independent Contractor pursuant to this agreement, Independent Contractor agrees to keep that information confidential. Independent Contractor agrees to refrain from copying, disseminating, or discussing with unauthorized staff or in any way compromising the confidentiality of such Galena Park ISD personally identifiable student information.

RELEASE OF LIABILITY. The Galena Park ISD and the Independent Contractor agree that the District has no liability for injury or other claims brought by the Independent Contractor or against the Independent Contractor arising in any way whatsoever from the provision of Services. The Independent Contractor must take all precautions necessary for the safety of and prevention of damage to Galena Park ISD property and for the safety of and prevention of injury to persons, including Galena Park ISD employees and students. All work must be performed entirely at the Independent Contractor's risk. The Galena Park ISD has no liability for any damages or injuries the Independent Contractor may sustain in the course of providing Services herein described, except as required by law.

INDEMNIFICATION. The Independent Contractor shall indemnify and hold Galena Park ISD and its employees harmless from all losses, actions, injuries, claims or liability, and wages or overtimes compensation due its employees in rendering services pursuant to this agreement, including payment of attorney's fees in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

DISTRICT POLICIES. The Independent Contractor agrees to comply with all Galena Park ISD rules, regulations, and policies while on Galena Park ISD property or while attending Galena Park ISD related or sponsored events.

CRIMINAL BACKGROUND CHECK. Texas Education Code Chapter 22 requires school districts to obtain criminal history and/or fingerprinting record information for individuals that contract with school districts to provide services. Independent Contractors must certify with the District that they have complied. Contractors with disqualifying criminal histories are prohibited from serving at a school district. The Independent Contractor agrees to submit to a national criminal history review and to provide any and all information necessary to secure the national criminal history review, including fingerprints and photographs, if required. The Independent Contractor will be responsible for paying for fingerprinting services.

ASSIGNMENT. This Agreement is made exclusively with the Independent Contractor and may not be assigned to any other person.

GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In any legal action involving this Agreement or the parties' relationship, the parties agree that the exclusive venue for any lawsuit shall be in the state or federal court located within the County of Harris, Texas.

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. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that 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 terminating business activities 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.

Independent Contractor	Galena Park ISD Representative
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: Sonya George, CPA
Title: _____	Title: Chief Financial Officer
Date: _____	Date: _____
Mailing Address: _____	Mailing Address: 14705 Woodforest Blvd.
	Houston, TX 77015
Phone: _____	Phone: (832) 386-1204