V1 VENDOR PACKET

Products Only - No Campus Access

Coldspring-Oakhurst Consolidated Independent School District

Purpose

Use this packet when a vendor supplies products remotely and will not work on campus or have unsupervised contact with students

Legal Vendor Name

Primary Contact

Email

PACKET GUIDE

Contents

Supporting pages are editable in Word. Official and legal forms are preserved as images.

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Submission Reminder

Complete every applicable form, attach required supporting records, and verify current requirements with COCISD Purchasing before submitting.

START HERE

Independent Contractor (Vendor)/Student Involvement

Choose one classification. COCISD staff and the contractor must sign the selected option.

COMPLETE V1 OR V1-E PACKET IF…

No Campus Access
Vendor supplies products or services remotely. Campus contact is limited to supervised delivery or pickup.

YES ☐ NO ☐

COMPLETE V2 OR V2-E PACKET IF…

Supervised Student Contact – Five (5) Days or Fewer
Vendor may be around groups of students (never alone) only while a sponsor or staff member is present.

YES ☐ NO ☐

COMPLETE V2 OR V2-E PACKET IF…

Supervised Student Contact - More Than Five (5) Days
Vendor may be around groups of students but is never alone with students and is ALWAYS accompanied by a professional employee.

YES ☐ NO ☐

COMPLETE V3 OR V3-E PACKET IF….

Unsupervised or Extended Student Contact
Vendor may be alone with students or present with students more than five (5) aggregate days (Background-check requirements apply).

YES ☐ NO ☐

r

Classification Note

Maintenance, Grounds, Technology, Facility Planning, Transportation and Police work may require a higher-level vendor packet (V3) based on access and student exposure.

INDEPENDENT CONTRACTOR AGREEMENT

Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is made by and between Coldspring- Oakhurst Consolidated ISD "COCISD" and _____ ("Independent Contractor"), with an effective date of _____.

WHEREAS, the Independent Contractor represents that the Independent Contractor has extensive experience as a(n) _____ (Area of Specialization); and

WHEREAS, the Independent Contractor agrees to provide the professional services listed herein to COCISD on an as-needed basis during the term of this Agreement.

NOW, THERFORE, in consideration of the promises and mutual covenants contained in this Agreement, COCISD and the Independent Contractor agree as follows:

I. SCOPE OF AGREEMENT AND LIMITATIONS OF AUTHORITY

1.1. Purpose: The Independent Contractor is hereby contracted to perform the services that COCISD specifies below on an as-needed basis, including but not limited to the following:

1. _____
2. _____
3. _____

1.2. The Independent Contractor has no authority to act for, or on behalf of, COCISD except as provided for in this Agreement. No other authority or power is granted or implied.

1.3. The Independent Contractor may not incur any debt, obligation, expense, or liability of any kind against COCISD without COCISD's express written authorization.

1.4. The Independent Contractor has no rights or benefits other than those set forth in this Agreement.

1.5. The Independent Contractor agrees that COCISD is not responsible or liable for any damages, injuries, deaths, or any other form of loss or harm arising from any of the Independent Contractor's negligent or intentional acts or omissions during the term of this Agreement.

1.6. The Independent Contractor will be responsible for the Independent Contractor's own negligent or intentional acts or omissions in connection with the performance of services under this Agreement.

1.7. The Independent Contractor hereby agrees and consents to COCISD obtaining the criminal history information of the Independent Contractor and agrees to waive any and all rights or claims arising under the Texas or United States Constitution, common law, or state or federal statutes, with respect to COCISD obtaining such criminal history, including, but not limited to, the right to be free from unreasonable searches or seizures, and any other privacy rights.

1.8 The Independent Contractor agrees to comply with all laws, regulations and rules of the United States, the State of Texas, the Texas Education Agency, the Texas Commissioner of Education, and COCISD, concerning the provision of services to COCISD and its students, including but not limited to, duties with respect to confidentiality of student records, duties to report abuse or neglect of students, and duties regarding the discipline and management of students.

1.9 The Independent Contractor affirmatively represents and avers that the Independent Contractor is fully qualified, by training or experience, to provide the services contemplated by this Agreement, and possesses all valid certifications and licenses required by any governmental entity, and has met all required registration requirements, that are necessary to authorize the Independent Contractor to perform the professional services contemplated by this Agreement.

1.10 The Independent Contractor, prior to performing any services to COCISD under this Agreement, shall provide to COCISD copies of all licenses and certifications that confirm the representations and affirmations contained herein.

II. RELATIONSHIP OF PARTIES

2.1. The Parties to this Agreement intend that the Independent Contractor, in performing the contracted services, will act and operate solely as an independent contractor. As such, the Independent Contractor shall maintain control of the work and the manner in which it is performed, and shall be free to accept and perform work for third-parties during the term of this Agreement.

2.2. The Independent Contractor acknowledges and agrees that the Independent Contractor is not an employee of COCISD and, accordingly, is not entitled to any benefits, insurance, or other privileges available to COCISD employees. The Independent Contractor shall not represent to any person or entity that the Independent Contractor is an employee or agent of COCISD. COCISD will not deduct any social security or income taxes from the payments made to the Independent Contractor as set forth in Section IV. COCISD will issue the Independent Contractor a 1099-Misc. form reflecting COCISD compensation from COCISD and the Independent Contractor will be liable for any and all worker's compensation payments and federal, state, and local employment, sales, use, excise, and other taxes arising out of the Independent Contractor's receipt of compensation under this Agreement.

INDEPENDENT CONTRACTOR AGREEMENT

Independent Contractor Agreement

III. TERM; EXTENSION; TERMINATION

3.1. Term: The term of this Agreement shall begin on _____ (Date) and end on _____ (Date) unless earlier terminated in accordance with the terms of this Agreement.

3.2. Either party to this Agreement may terminate the Agreement at any time for any reason or for no reason. Good cause is not required for either party to terminate the Agreement. The terminating party shall provide written notice of termination to the other party. The parties agree that no property rights or interests under the Texas or United States Constitution are created by this Agreement.

3.3. Upon the termination of this Agreement, the Independent Contractor will deliver to COCISD all data, documents and other information pertaining to COCISD or COCISD's students in the Independent Contractor's possession, custody or control, within three (3) COCISD business days following the termination of this Agreement.

3.4 In the event this Agreement is terminated during the contract term, the Independent Contractor shall solely be entitled to payment for those services actually performed through the date of termination. **ALL OTHER DAMAGES OF ANY KIND ARE HEREBY WAIVED BY THE INDEPENDENT CONTRACTOR.** Without limitation, Independent Contractor shall not be entitled to any other compensation from COCISD, and shall not be entitled to any consequential damages, damages for lost-opportunity, or damages for lost profits of any kind.

IV. COMPENSATION

4.1 The Independent Contractor will submit invoices to COCISD on a monthly basis for services rendered pursuant to this Agreement. Without limitation, the total compensation payable to Independent Contractor during the term of this Agreement **shall not exceed** the sum of $_____. Payment from COCISD shall be made within 30 days of service and receipt of an invoice. (For District-Wide Agreements that multiple campuses/departments can use: Please note "See Attached" in the space above and attach a detailed "Fee Schedule" that district & campuses can reference regarding the cost of individual services. As services are scheduled, a QUOTE shall be sent to the campus/department that is requesting the service. **This Agreement shall be referenced on ALL quotes**. In this case, invoices shall be sent individually to the campus/department as services are rendered and as they are originally quoted with regards to the "Fee Schedule" attached to this Agreement)

4.2 The Independent Contractor is responsible for payment of all State, Federal, foreign, or local taxes, including income tax, withholding tax, social security tax, or pension contributions, on the funds distributed to the Independent Contractor by COCISD. COCISD is not responsible for payment of taxes or penalties applicable to nonpayment or underpayment of taxes. The Independent Contractor is further responsible for payment of any and all expenses, insurance premiums, including errors and omissions policies, medical insurance policies, or life insurance policies that the Independent Contractor may need or desire to perform services under this Agreement.

4.3. The compensation set forth in this Section IV is the sole compensation available to the Independent Contractor for services performed under this Agreement.

4.4 All amounts to be paid under this Agreement are specifically contingent on COCISD's receipt of funds from the State of Texas and/or the federal government.

V. WORK STANDARDS/STANDARD OF CARE

The Independent Contractor shall control the method, means and details of the work performed under this Agreement. The Independent Contractor shall perform services under this Agreement in conformance with, and will adhere to, the standards of professional skill, care, and quality ordinarily provided by members of the Independent Contractor's profession in Texas performing the same or similar services, shall perform all services required under this Agreement in a manner consistent with those standards of care, and shall provide services under this Agreement in a good and workmanlike manner.

VI. MATERIALS AND EQUIPMENT

The Independent Contractor shall furnish, at the Independent Contractor's own expense, all materials, equipment, and supplies necessary for the Independent Contractor to perform services under this Agreement.

Independent Contractor Agreement

VII. INSURANCE/INDEMNIFICATION

7.1. The Independent Contractor shall maintain a policy or policies of liability insurance with coverages (including, but not limited to, professional liability coverage) that is/are sufficient to protect COCISD and the Independent Contractor against any claims, demands, causes of action, or damages arising out of the Independent Contractor's performance of services under this Agreement. The limits of liability of such policy(ies) shall be in an amount acceptable to COCISD. Such policy(ies) (i) shall be written by companies authorized to issue such insurance policy(ies) in the State of Texas, (ii) shall and must name COCISD as an additional insured, and (iii) shall contain no specific limitations on the coverage afforded additional insureds.

72. THE INDEPENDENT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, SAVE, AND DEFEND COCISD AND COCISD'S OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND DAMAGES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND EXPENSES, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE PROVISION OF SERVICES BY THE INDEPENDENT CONTRACTOR, OR ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE INDEPENDENT CONTRACTOR.

VIII. GENERAL AND ADMINISTRATIVE PROVISIONS

8.1 Assignment. The Independent Contractor shall have no right to transfer or assign the Independent Contractors rights or obligations under this Agreement.

8.2 No Waiver. The failure or delay in the enforcement of the rights detailed in this Agreement by COCISD shall not constitute a waiver of those rights or be considered as a basis for estoppel. COCISD may exercise its rights under this Agreement despite the delay or failure to enforce those rights.

8.3 Paragraph Headings. The paragraph headings used in this Agreement are descriptive only and shall have no legal force or effect whatever.

8.4 Use of Pronouns. The use of the neuter singular pronoun to refer to any Party described in this Agreement shall be deemed a proper reference whether the Party is an individual, a partnership, a corporation, a governmental entity or group of two or more individuals, partnerships or corporations. The grammatical changes required to make the provisions of this Agreement applicable to corporations, partnerships, governmental entities, individuals, groups of individuals or to females as well as males shall, in all instances, be assumed as though in each case fully expressed.

8.5 Governing Law/Venue. This Agreement shall be subject to, construed in accordance with, and governed by the laws of the State of Texas without regard to its conflict of laws principles, the choice of law being the laws of the State of Texas. It is expressly agreed that the venue of any cause of action involving or related to this Agreement shall be in the District or County Courts of San Jacinto, Texas located in Coldspring, San Jacinto County, Texas, and any objections to such venue are hereby irrevocably waived. Any and all obligations or payments are due and payable in Coldspring, San Jacinto County, Texas.

8.6 Dispute Resolution/Grievance Procedure. The Independent Contractor agrees to participate in mediation with COCISD as a condition precedent to any action or lawsuit being initiated against COCISD arising under this Agreement. The Independent Contractor also agrees to participate in COCISD's internal grievance procedures as set forth in COCISD Board Policy as a condition precedent to any action or lawsuit being initiated against COCISD arising under this Agreement.

8.7 Severability. If any provision of this Agreement shall, for any reason, be held to be in violation of any applicable law, or if any provision of the Agreement is held to be unenforceable, the invalidity of such a specific provision in this Agreement shall not be held to invalidate any other provisions in this Agreement, which other provisions shall remain in full force and effect unless removal of the invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement shall be cancelled.

8.8 Entire Agreement. This Agreement shall represent the entire agreement by and between COCISD and the Independent Contractor and shall supersede any prior understandings or agreements between the Parties. This Agreement may not be amended except by written amendment duly executed by the Parties.

Independent Contractor Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

Please check any of the following that apply:

Current COCISD Employee: YES ☐ NO ☐ TRS (Teacher Retire System) Member: YES ☐ NO ☐

_____	_____	_____
Independent Contractor	Independent Contractor's Signature	Date

DISTRICT USE ONLY – COMPLETED BY BUSINESS OFFICE

☐ **Continuing Duties (Ongoing)**

☐ **Alone with Students (Non-Supervised Contact)**

FUND DESIGNATION: ☐ **General Fund** ☐ **Title** ☐ **Campus Activity** ☐ **Student Activity (Club)**

_____ If initialed by CFO, then Liability Insurance Coverage is waived

_____	_____
Adam Jenke, CFO	**Date**

VENDOR SETUP

Vendor Information Form

Provide current information. Purchase orders will be sent to the email listed below.

Legal Vendor Name	**Contact Name & Phone Number**
Physical Address	**Remit To Address**
City, State, ZIP	**City, State, ZIP**
Phone	**Fax**
Email	**Website**
Requesting Campus or Department	**COCISD Contact**
Purchasing Cooperatives	

DISTRICT USE ONLY

Funding Source ☐ General Fund ☐ Activity Fund ☐ Club Fund	**Vendor Number**
Requested By/Date	**Approved By/Date**
Sole-Source Affidavit Attached (Original and Notarized)	**Approval Date**

Required Attachments

- Complete W-9, CIQ, and Commodity Code Checklist (if applicable).
- If physically on campus, complete the Criminal History Record Information certification.
- If direct or unsupervised student contact is possible, complete SB 9 fingerprinting requirements.

VENDOR SETUP

Commodity Code Checklist

Mark every category that applies to the products or services your company provides.

- ☐ Alarm supplies and equipment
- ☐ Animal supplies and equipment
- ☐ Appliances and equipment
- ☐ Appraisal services
- ☐ Architectural services
- ☐ Athletic/PE supplies and equipment
- ☐ Auctioneer services
- ☐ Audio equipment and accessories
- ☐ Audit services
- ☐ Auto leases
- ☐ Awards and trophies
- ☐ Books and reading materials
- ☐ Building construction/improvement
- ☐ Building maintenance
- ☐ Building materials and supplies
- ☐ Cafeteria and commercial kitchen equipment
- ☐ Cameras and photographic supplies
- ☐ CTE - Agriculture
- ☐ CTE - Auto Technology
- ☐ CTE - Biomedical
- ☐ CTE - Business
- ☐ CTE - Carpentry
- ☐ CTE - Cosmetology
- ☐ CTE - Criminal Justice
- ☐ CTE - Culinary
- ☐ CTE - Engineering
- ☐ CTE - Fashion Design
- ☐ CTE - Fire Training
- ☐ CTE - Floral Design
- ☐ CTE - Forensic Science
- ☐ CTE - Health Care
- ☐ CTE - Marketing
- ☐ CTE - Pharmacy Technology
- ☐ CTE - Welding
- ☐ Catering services
- ☐ Childcare services
- ☐ Choir supplies
- ☐ Communications and media services
- ☐ Contract services - charter bus
- ☐ Contract services - consultants
- ☐ Contract services - custodial
- ☐ Contract services - diagnosticians
- ☐ Contract services - DJ
- ☐ Contract services - fire/burglar monitoring
- ☐ Contract services - judges
- ☐ Contract services - maintenance/repair
- ☐ Contract services - misc.; choreographers/clinicians/accompanists
- ☐ Contract services - speakers
- ☐ Contract services - staff development
- ☐ Contract services - therapists
- ☐ Contract services - web based
- ☐ Copiers
- ☐ Courier/delivery services
- ☐ Custodial equipment and supplies
- ☐ Custom clothing/embroidery
- ☐ Data processing services
- ☐ Document disposal/shredding
- ☐ Drill team supplies
- ☐ Drug screening
- ☐ Dry cleaning
- ☐ Engineering services
- ☐ Environmental/ecological services
- ☐ Fencing materials and services
- ☐ Fire extinguisher inspection
- ☐ Fire sprinkler maintenance
- ☐ Flags and flag poles
- ☐ Flowers and arrangements
- ☐ Food service/Child Nutrition supplies & equipment
- ☐ Food/snacks; bakery; dairy; frozen; produce; grocery/staples
- ☐ Fuel
- ☐ Furniture - classroom/cafeteria/library
- ☐ Furniture - office
- ☐ Graduation supplies
- ☐ Insect and rodent control
- ☐ Instructional supplies - art
- ☐ Instructional supplies - general
- ☐ Instructional supplies - science
- ☐ Instructional supplies - special education
- ☐ Instructional supplies - testing
- ☐ Instructional supplies - textbooks
- ☐ Interpreter services
- ☐ Laundry equipment
- ☐ Legal services
- ☐ Library books and supplies
- ☐ Mailing equipment; postage meters and supplies
- ☐ Maintenance equipment rental
- ☐ Maintenance/repair - appliances/furniture
- ☐ Maintenance/repair - athletic/grounds
- ☐ Maintenance/repair - elevator
- ☐ Maintenance/repair - flooring
- ☐ Maintenance/repair - grease trap
- ☐ Maintenance/repair - HVAC
- ☐ Maintenance/repair - irrigation
- ☐ Maintenance/repair - miscellaneous
- ☐ Maintenance/repair - plumbing
- ☐ Maintenance supplies - electrical
- ☐ Maintenance supplies - fertilizer
- ☐ Maintenance supplies - flooring
- ☐ Maintenance supplies - grounds equipment
- ☐ Maintenance supplies - HVAC
- ☐ Maintenance supplies - irrigation
- ☐ Maintenance supplies - locksmith
- ☐ Maintenance supplies - miscellaneous
- ☐ Maintenance paint and athletic marking paint
- ☐ Maintenance supplies - pesticides
- ☐ Maintenance supplies - plumbing
- ☐ Maintenance supplies - seed/sod
- ☐ Maintenance supplies - soils/mulch
- ☐ Maintenance supplies - welding
- ☐ Medical/EMT supplies
- ☐ Mobility equipment
- ☐ Musical instrument repair
- ☐ Musical instruments and supplies
- ☐ Network cabling
- ☐ Office equipment and supplies
- ☐ Paper
- ☐ Playground equipment
- ☐ Police/security equipment
- ☐ Printing; construction documents; printing supplies
- ☐ Promotional supplies
- ☐ Prosthetic/hearing devices
- ☐ Radio and telephone equipment
- ☐ School/campus safety supplies
- ☐ Security/card access systems
- ☐ Security systems
- ☐ Sewing supplies
- ☐ Shop equipment
- ☐ Software
- ☐ Specialized accessibility equipment
- ☐ Technology - hardware
- ☐ Technology - repair
- ☐ Technology - software
- ☐ Technology supplies
- ☐ Television equipment
- ☐ Theatrical services
- ☐ Tires and tubes
- ☐ Toner and ink
- ☐ Trash disposal
- ☐ Travel agency services
- ☐ Uniform, costume, or apparel rental
- ☐ Uniforms - band/cheer/choir/drill team
- ☐ Vehicles - bus/car/truck/van/SUV
- ☐ Vehicle parts and supplies
- ☐ Vehicle maintenance/repair
- ☐ Vehicle rental/towing/inspection
- ☐ Window coverings

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

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.

Sign Here | **Signature of U.S. person** | **Date**

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

DISCLOSURES

Conflict of Interest Questionnaire (Instructions)

A concise guide to the official CIQ form on the following page.

Coldspring-Oakhurst CISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosure and the corresponding form. As of September 1, 2015, any vendor who does business with COCISD or who seeks to do business with COCISD must complete the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict exists in the following situations:

1. If the vendor has an employment or other business relationship with a local government officer of COCISD or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2. If the vendor has given a local government officer of COCISD, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3. If the vendor has a family relationship with a local government officer of COCISD.

DEFINITIONS

- **Vendor:** a person or company that enters or seeks to enter into a contract with COCISD for the sale of goods or services.
- **Business Relationship:** a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection base 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. Texas Local Government Code 176.001(3).
- **Family Relationship:** a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).
- **Local Government Officer:** (A) a member of the COCISD Board of Trustees; (B) a superintendent, director, administrator, or other person designated as an executive officer; (C) an agent of COCISD who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.

If no conflict of interest exists:

- Complete Box 1
- Type "N/ A" in Box 3
- Sign
- Date

In the event of a change in circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

Use the Official Form

This guide does not replace Form CIQ.

Complete the preserved official form on the next page.

DISCLOSURES

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

OFFICE USE ONLY

Date Received

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.

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.)

Name of local government officer about whom the information in this section is being disclosed.

_____

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section 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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by 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?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

_____ _____

Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

DISCLOSURES

Insurance Requirements

The Contractor/Bidder shall purchase and maintain in force the following kinds of insurance of companies acceptable to the Buyer:

1. Employers Insurance: Workmen's Compensation in the minimum statutory limit of liability and Employers Liability in the minimum amount of $500,000.00.
2. Commercial General Liability: Said liability Insurance shall include Coverage A for Bodily Injury and Property Damage, including Premises/Operations, Products/Completed Operations, Independent Contractors, XCU, Blanket Contractual, Fire Damage Legal Liability, Board Form Property Damage, Host Liquor, Incidental Medical Malpractice, Non- Owned Watercraft and Extended Bodily Injury: Coverage B for Personal/Advertising Injury; and Coverage c for Medical Payments. Maintain Completed Operations Liability for at least two years after the date of final completion. Said insurance shall be in the minimum amounts as follows:
   a) General Aggregate (Other than Products/Completed Operations) $1,500,000.00
   b) Products/Completed Operations Aggregate Limit $1,000,000.00
   c) Personal and Advertising Injury Limit $1,000,000.00
   d) Each Occurrence Limit $1,000,000.00
   e) Fire Damage Limit (any one fire) $50,000.00
   f) Medical Expense Limit (any one person) $5,000.00
3. Comprehensive Auto Liability: Said insurance coverage shall include non-ownership and hired care coverage as well as owned vehicle in the following minimum amounts:
   a) Bodily Injury and Property Damage $1,000,000.00 combined single limit.
4. Owner's Insurance: Carry and pay for Owner's Protective Liability Insurance in the same amounts as specified above for the Contractor's General Liability.
5. Umbrella Liability Insurance: Said liability shall be written in addition to the limits and coverage as show for Employer Insurance; Commercial Liability Insurance; Comprehensive Automobile Liability; and Owners Insurance with the following minimum amounts:
   a) General Aggregate Limit $2,000,000.00
   b) Product/Completed Operation Aggregate Limit $2,000,000.00
   c) Bodily Injury by Disease Aggregate Limit $2,000,000.00
   d) Each Occurrence Limit $2,000,000.00

I hereby certify that the Seller/Contractor has met insurance requirements as stated above with the following insurance company:

Insurance Company	**Policy Number**
Company Contact	**Phone**
Seller/Contractor	**Authorized Signature**
Printed Name/Title	**Date**

DISCLOSURES

Certificate of Residency

The State of Texas has passed a law concerning non-resident Companies. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for NGSD to determine the residency of its bidders/proposers for construction related services. In part, this law reads as follows:

Section: 2252.001

- "Non-resident bidder" refers to a person who is not a resident.
- "Resident bidder" refers to a person whose principal place of business is in this state, including a Company whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

"A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresidents principal place of business is located."

| certify that _____

(Name of Company

Bidding/Proposing is, under Section: 2252.001 (3) and (4), a

☐ Resident Bidder/Proposer ☐ Non-resident Bidder/Proposer

Company Bidding/Proposing

Principal City	**State**
Authorized Representative Signature	**Date**
Printed Name	**Title**

DISCLOSURES

Contractor Certifications Required by Texas

Contractor Name: _____

Name of Contract: _____

Date of Contract: _____

1. If Contractor is a “Company” as defined by Texas Government Code §808.001, Contractor certifies that it does not (1) boycott Israel and (2) will not boycott Israel during the term of any Agreement with the District. The Term “boycott” is defined in Texas Government Code §808.001 and means 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 specifically 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.
2. In accordance with Texas Government Code Chapter 2252, Subchapter F, the District is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State of Pension Review Board. Contractor certifies that it is not a company on a list prepared and maintained under Texas Government Code (806.051, 807.051, or 2252.153 and further hereby voluntarily and knowingly acknowledges and agrees that the above-noted agreement or contract shall be null and void should facts arise leading the District to believe that the Contractor was a listed company at the time of procurement.

Contractor Name	**Contract Name**
Authorized Signature	**Date**
Printed Name	**Title**

DISCLOSURES

Family Code Compliance and Non-Collusion

As provided by Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:

|, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. | understand that under this doe, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

CERTIFICATION OF NON-COLLUSION STATEMENT: The respondent certifies under penalty of perjury that their response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

The Proposer agrees to comply with all Federal, State, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Proposer certifies compliance with all provisions, laws, acts, regulations, etc. as noted above.

Company Name	**Phone and Fax**
Address, City, State, and ZIP	
Email Address	**Printed Name/Title**
Authorized Signature	**Date**

FORM 1295

Certificate of Interested Parties Disclosures

Complete the Texas Ethics Commission filing before submitting applicable contracts.

1	**File Online**	Complete Form 1295 through the Texas Ethics Commission filing system.
2	**Print the Filing**	Use the generated form containing the certification number.
3	**Complete the Declaration**	An authorized agent completes and signs the unsworn declaration.
4	**Submit to COCISD**	Attach the completed form and certification to the proposal or contract.

Online Filing Required

- The attached sample does not replace the electronic filing
- Use the Texas Ethics Commission filing system and follow the current Commission instructions
- After the owner receives the Certification of Filing with the completed Form 1295, the owner will notify the Commission in an electronic format prescribed by the Texas Ethics Commission, of the receipt of those documents withing (30) days after receipt.
- The owner cannot enter into a contract for this project unless the proposer submits a disclosure.

Texas Ethics Commission Filing System

FORM 1295 / INSTRUCTIONS

Form 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

SAFETY

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.

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

☐ **Publicly held corporation; reporting requirement does not apply.**

☐ **Not owned or operated by anyone convicted of a felony.**

☐ **Owned or operated by individual(s) convicted of a felony; details provided below.**

Company	**Company Official**
Name(s) of Individual(s), if applicable	
Details of Conviction(s)	
Authorized Signature	**Date**

SAFETY

Fingerprinting and DPS Process

Instructions to Obtain Fingerprints Through DPS

Vendors with less than 4 employees OR **Vendors with 4 or more employees on campus will sign form* 15 & verify their own employees are compliant to be on COCISD property**

Step 1:OBTAIN SERVICE CODE FORM

Call the COCISD Business Office at 936.653.1115 and ask for the Service code form. This form has 2 numbers that you will need.

Step 2: visit IdentoGO website

Visit Url https://uenroll.identogo.com/ Follow the instructions & enter the requested information. Enter the service code (beginning with 11)

You will also be asked to enter an ORI number (beginning with TX).

You will be given locations that are closest to you based on the zip code you enter.

You will be sent a confirmation email outlining your time and date of your ten-minute fingerprint appointment.

Step 3:Go to Fingerprint Appointment

Bring your required form of ID and proper payment to your appointment.

Step 4: Notify School District

Provide receipt or notification to purchasing department of successful appointment.

Make sure to provide forms* 12b & 13 for all four employees.

*

All forms can be found on our district website under departments, Purchasing www.cocisd.org

Step 1: ESTABLISH FACT CLEARINGHOUSE ACCESS

You will verify your employees through the DPS Fact Clearinghouse. First establish an account with the DPS for FACT Clearinghouse. Contact DPS to obtain the contractor packet. You can contact DPS by email or phone. State that you are a **"public school district contractor"** and that you need to have an account established for "DPS FACT clearinghouse access". Please include: Name, Address, Phone, and email address to be used for notification of FACT records and messages.

Email: FACT@txdps.state.tx.us Phone: (512) 424-2474 option 1

DPS will send you the required paperwork that must be completed and returned to DPS. With this paperwork, you must also include a letter from **COCISD** (Included in the information from COCISD and is addressed to: TxDPS Crime Records Service Access & Dissemination Bureau). Be sure that you sign the letter and it is sign by a district administrator.

Access and Dissemination Bureau
Texas Department of Public Safety
Crime Records Service
P.O. Box 149322
Austin, TX 78714-9322

Please Note: After you COCISD *Agreement for FACT and return the required paperwork that will be emailed to you, ll provide a Fingerprint Services (SERVICE CODE FORM) for you to register for a fingerprinting appointment. Follow the directions of the form by logging on or calling into IdentoGO and you will be able to schedule an appointment for the fingerprinting.*

Step 2: RECEIVING YOUR SERVICE CODE FORM AND SCHEDULING YOUR APPOINTMENT

If you are a general contractor (GC) or subcontractor (SC) your secure site account will first have to be approved and then an ORI number configured. You should receive a series of email messages from the secure site, but the process won't be completed until you receive the message notifying you that "You have a message in your message center." At this time you can log onto your account and retrieve your SERVICE CODE FORM from the message center on the secure site.

Companies, Vendors, GC's, & SC's will give the SERVICE CODE FORM to anyone who will be working on school grounds. Employees or subcontractors under you will make an appointment for fingerprinting using the SERVICE CODE number you give them (not the schools' number). They will visit IdentoGo, https://uenroll.identogo.com/. They will need to bring their required form of ID and proper payment to your appointment.

Companies can use their secure site account to check their employees' backgrounds to make sure that they don't have any offenses that would keep them from working on school grounds. In the COCISD information packet, there are forms that must be signed by the company that certifies that the employees of the company have completed the fingerprinting process and that you (as the DPS account holder) will notify COCISD if there is a change in one of your employee's status.

Step 3: AFTER YOU HAVE COMPLETED FINGERPRINTING

Once you have completed the fingerprinting process, you must notify the COCISD Purchasing Department. COCISD will make a copy of the receipt and return the original to you for your records. Once the entire contract is reviewed and signed by COCISD, you are able to provide services to the district. If for any reason your fingerprinting or criminal background check reveals any of the characteristics that do not meet the District's expectations, your approval as a contractor for COCISD will be denied. If you have additional employees that work for your company, it is your responsibility to insure that those employees are fingerprinted, monitor their records and notify COCISD if their approval status changes.

THIS FORM IS NOT TO BE USED AS A CONSENT/AUTHORIZATION FORM.
Agency to retain this CCH Verification Form for DPS auditing purposes.

DPS Computerized Criminal History (CCH) Verification Form

Section 1: Applicant must acknowledge the information in Section 1. Signature & date required.
Applicant Name (Print):

I acknowledge that a Computerized Criminal 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. Authority for this agency to access an individual's criminal history data may be found in Texas Government Code 411, Subchapter F https://statutes.capitol.texas.gov/.

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, I must make an appointment with the Fingerprint Applicant Services of Texas (FAST) as instructed online Crime Records General Information | Department of Public Safety (texas.gov) Review of Personal Criminal History or by calling the DPS Program Vendor at 1-888-467-2080, submit a full and complete set of fingerprints, request a copy be sent to the agency listed below, and pay a fee of $25.00 to the fingerprinting services company.

Once this process is completed the information on my fingerprint criminal history record may be discussed with me. **Acknowledge by signing below.**

Applicant Signature:	Date:

Section 2: Agency use only. Must be completed by authorized personnel conducting search.
Agency Name:
Authorized User:
Signature of Authorized User:
Date of Name-Based CCH Search:

Section 3: Agency use only. CHRI Name Based Tracking information. Check all that apply.	
Purpose for CHRI Search.	☐ Applicant ☐ Volunteer ☐ Contractor ☐ Other:
Is any part of the Criminal History Record Information (CHRI) stored by agency?	Reminder: DPS does not recommend storing any part of CHRI. ☐ NO, CHRI is not stored by agency. ☐ YES, CHRI is stored by agency.
CHRI Retention Period	☐ Temporarily Only ☐ Annual ☐ None Stored/Saved ☐ Other:
CHRI Storage Method	☐ Physical/Printed (paper copy) ☐ Digital/Electronic (saved anywhere on device/computer)
CHRI Retention Purpose	Explain:
Date CHRI Destroyed	
Destruction Method	Explain:

CHRI + Audit Resources Link

Form provided by DPS Crime Records Division Audit & Training Unit for agency use.
Revised 8/02/2024

SAFETY

Criminal History Authorization for Contractors

As part of your contract process, you will need to complete the following questions in order for COCISD Chief of Police to run a state-wide criminal history check:

A felony conviction is not an automatic bar to service with the district. The district will consider the nature, date, and relationship between the offense and the service for which you are applying.

Coldspring-Oakhurst Consolidated Independent School District shall obtain the criminal history record information for each independent contractor, who in the opinion of the district, is a serious candidate and may be offered a contract with Coldspring-Oakhurst CISD.

I hereby authorize any law enforcement agency, including a police department, the Texas Department of Public Safety and the Texas Department of Corrections, to release to this school district my complete criminal history record. | understand that the district is prohibited by Federal Regulations from providing me with a copy of my DPS criminal history record; however, | further understand that upon my request, the district may quote to me data from the report. Thereafter, | have the right to challenge the accuracy of my DPS criminal history record.

I understand the Information | am providing about age, sex, and race/ethnicity will not be used to determine eligibility for employment, but will be used solely for the purpose of obtaining criminal history record information

1. Have you ever used another name, including a maiden name? ☐ No ☐ Yes
   If yes, list: _____
2. Have you lived in another state (other than Texas) or country? ☐ No ☐ Yes
   If yes, list: _____
3. Have you been convicted of, pleaded guilty or no contest (nolo contendere) to, or received probation, suspension, or deferred adjudication for a felony or an offense involving moral turpitude, including theft, rape, murder, swindling, or indecency with a minor? ☐ No ☐ Yes (If yes, explain below)
4. Have you been convicted of a criminal offense in a country outside the jurisdiction of the United States? ☐ No ☐ Yes (If yes, explain below)

Last Name	**First Name/Middle Initial**	
Social Security Number	**Date of Birth**	
Place of Birth (City, County & State)	**Sex: Male/Female**	**Ethnicity**
Driver License Number/State	**Expiration Date**	
Other Names Used		
Other States or Countries of Residence		
Explanation of any applicable US Conviction		
Explanation of any applicable Foreign Conviction		
Printed Name	**Signature/Date**	

NOTICE TO EMPLOYEES, CONTRACTORS, VENDORS, and SERVICE PROVIDERS

DATE: **August 27, 2026**

TO: **All District Employees, Contractors, Independent Service Providers and Vendors**

FROM: **Office of the Superintendent**

SUBJECT: **Prohibitions against Discrimination and Diversity, Equity, and Inclusion (DEI) Activities**

This memorandum serves as notice to all employees, contractors, vendors, and service providers of the District of important changes in state law and District policy prohibiting the consideration of race, sex, color, or ethnicity in connection with District operations and decision-making. **All District employees, vendors, service providers, and contractors are required to review this memorandum in its entirety**, disseminate its contents to all personnel assigned to District accounts, and maintain operations in strict conformity with District policy. Execution of services under any current or future District agreement serves as an acknowledgment of, and consent to, these contractual conditions.

I. Discrimination Prohibited

The District prohibits discrimination on the basis of race, color, national origin, religion, sex, or disability.
Additionally, Texas Education Code Section 11.005 and District policy prohibit District employees, contractors, vendors, and service providers from performing, carrying out, or assigning certain responsibilities or job duties at, for, or on behalf of the District. This notice clarifies District policy prohibiting the consideration of race, sex, color, or ethnicity in District operations and decision-making. Consistent with Texas Education Code § 11.005, the District prohibits certain activities related to Diversity, Equity and Inclusion (DEI) initiatives. The District's policies may be accessed online at: https://pol.tasb.org/PolicyOnline?key=1049. Employees, contractors, vendors, and service providers are charged with complying with all District policies while providing services to the District.

II. Diversity, Equity, and Inclusion Duties Defined

Diversity, equity, and inclusion ("DEI") duties prohibited by District policy are any action, role, or practice that involves the following:

1. **Influencing Employment Practices:** Any effort designed to influence hiring, recruitment, promotion, or general employment practices with respect to race, sex, color or ethnicity, unless strictly necessary to maintain compliance with established state or federal antidiscrimination statutes.
2. **Promoting Differential Treatment:** Proactively promoting differential treatment of individuals, or providing special or exclusive benefits to individuals, solely on the basis of race, color, or ethnicity.
3. **Developing Protected-Class Programming:** Developing, implementing, structuring, or delivering policies, operating procedures, professional trainings, educational activities, or instructional programs that reference race, color, ethnicity, gender identity, or sexual orientation. Exceptions exist for student recruitment collaborations involving historically black colleges and universities, or as otherwise mandated by state or federal law.
4. **Compelling DEI Statements:** Compelling, requiring, inducing, or soliciting any prospective or current employee, contractor, service provider or vendor to submit a diversity, equity, and inclusion statement, or granting preferential consideration or advantage to any individual based on the provision or substance of such a statement.

III. District Policies

The following District policies are of particular importance in regulating the District's prohibition against DEI duties:

1. **Board Policy BT (LEGAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=BT#legalTabContent
Provides that, except as explicitly required by state or federal law, the District shall not assign DEI duties to any person and must proactively prohibit independent contractors from engaging in such activities.

2. **Board Policy CJ (LEGAL) and (LOCAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=CJ#legalTabContent
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=CJ#localTabContent
These policies govern contracted services and provide that a District contract is subject to termination if a contractor or vendor intentionally or knowingly engages in DEI duties or assigns such duties to another individual. It further establishes the appeal process through which an affected contractor may appeal an adverse contract action.

3. **Board Policy DH (LOCAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=DH#localTabContent
Outlines employee standards of conduct, including the prohibition against engaging in or delegating to another DEI duties.

4. **Board Policy BJA (LEGAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=BJA#legalTabContent
Requiring the Superintendent to certify to the Commissioner of Education the District's compliance with TEC Sections 39.008, 11.005 and 28.0022.

5. **Board Policy CMD (LEGAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=CMD#legalTabContent
Regarding the acquisition of instructional materials.

5. **Board Policy DF (LEGAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=DF#legalTabContent
Providing for the appropriate discipline, including termination, of a District employee or contractor who intentionally or knowingly engages in or assigns to another person prohibited diversity, equity, and inclusion duties.

7. **Board Policy DG (LEGAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=DG#legalTabContent
Providing that a teacher may not be compelled to discuss a widely debated and currently controversial issue of public policy or social affairs.
nonrenewal.

8. Board Policy BJCF (LOCAL):
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=BJCF#localTabContent
Providing violation of the District's prohibition against engaging in or delegating to another DEI duties is a ground for Superintendent contract nonrenewal.

9. **Board Policy EMB (LEGAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=EMB#legalTabContent
Addressing the teaching of controversial topics, and prohibiting instruction, guidance, activities, or programming regarding sexual orientation and gender identity to students.

10. **Board Policy CDC(LEGAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=CDC#legalTabContent
Addressing legal restrictions governing private funding, donations, and grant monies.

11. **Board Policy DFBB (LOCAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=DFBB#localTabContent
Addressing Diversity, Equity, and Inclusion (DEI) under Reason #35 for the proposed nonrenewal of a term contract.

12. **FOA(LEGAL):**
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=FOA#legalTabContent
Regarding discretionary removal of a student from class: That authority is subject to state restrictions on teaching and discussing certain debated, controversial, or race/gender-related concepts under Texas Education Code 28.022.

IV. Consequences for Violation of Policies

Employees and District contractors are on notice that violation of these District policies may result in disciplinary action, up to and including termination of employees, or termination of third-party contracts with vendors and service providers:

- **Mandatory Termination of Contracts:** Policy CJ (LOCAL) https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=CJ#localTabContent provides that any intentional or knowing violation of these prohibitions constitutes a material breach of contract. If the District determines through administrative review or inquiry that a contractor has intentionally or knowingly engaged in DEI duties, assigned DEI duties to another individual, or conducted prohibited instruction or guidance, the violation shall result in the termination of the contract. Penalties for violating the District's policies apply to all contractors, vendors and service providers, regardless of whether the prohibited act was committed by an executive officer, a staff employee, or a third-party agent acting on behalf of the contracting entity.

- **Employee Discipline:** Employees who violate the District's policies and standards of professional conduct may be subject to discipline, up to and including possible termination of employment.

V. Certain Practices Exempted

Policy BT (LEGAL) https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=BT#legalTabContent explicitly clarifies that these prohibitions do not apply to, restrict, or modify several cores educational and commercial functions. Contractors and employees may safely engage in the following activities without violating the District's anti-discrimination policies:

1. **Historically Underutilized Businesses (HUBs):** The policy does not limit or prohibit the District from actively contracting with historically underutilized businesses in accordance with applicable Texas procurement statutes.
2. **Commemorative and Holiday Instruction:** Contractors may acknowledge, reference, or teach the historic significance of state and federal holidays, or celebrate federally designated commemorative months, provided the curriculum aligns with the Texas Essential Knowledge and Skills (TEKS) frameworks.
3. **Constitutional Protections:** Nothing in these guidelines shall be construed to infringe upon or affect a student's core constitutional rights under the First Amendment to the United States Constitution or Article I, Section 8, of the Texas Constitution.
   Academic Achievement and Data Reporting: Data collection, standard monitoring, or state reporting are not impacted by the District's policies. Practices, procedures, or programs designed to eliminate unlawful discriminatory patterns, address academic achievement gaps, or enhance postgraduate student success is not impacted by these policies. These programs are structured and implemented entirely without regard to race, sex, color, or ethnicity.

Thank you for your attention to these important policy changes. Anyone wishing to receive a printed copy of any or all of the policies referenced in this memorandum may access the policies from the District's online policy manual https://pol.tasb.org/PolicyOnline?key=1049 or by contacting Cindy Elliott, Executive Assistant to the Superintendent, at celliott@cocisd.org or 936.653.1114.

Dr. Bryan T. Taulton

Dr. Bryan T. Taulton

Superintendent of Schools

REFERENCE

Resources

Use these links for the online resources referenced throughout the packet.

COCISD

District Website	https://www.cocisd.org/
Vendor Packets and Forms	https://www.cocisd.org/departments/business-office/purchasing-procedures-coops/vendor-packets-forms
COCISD Policy Manual	https://pol.tasb.org/PolicyOnline?key=1049

Federal and State Forms

IRS Form W-9	https://www.irs.gov/FormW9
Texas Ethics Commission Form 1295 Filing	https://www.ethics.state.tx.us/File
Texas Ethics Commission Form 1295 Information	https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
Texas Ethics Commission Form 1295 FAQ	https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Background Checks

IdentoGO Enrollment and Scheduling	https://uenroll.identogo.com/
Texas DPS Crime Records	https://www.dps.texas.gov/section/crime-records

Policies Cited in the District Notice

BT (Legal)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=BT#legalTabContent
CJ (Legal)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=CJ#legalTabContent
CJ (Local)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=CJ#localTabContent
DH (Local)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=DH#localTabContent
BJA (Legal)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=BJA#legalTabContent
CMD (Legal)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=CMD#legalTabContent
DF (Legal)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=DF#legalTabContent
DG (Legal)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=DG#legalTabContent
BJCF (Local)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=BJCF#localTabContent
EMB (Legal)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=EMB#legalTabContent
CDC (Legal)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=CDC#legalTabContent
DFBB (Local)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=DFBB#localTabContent
FOA (Legal)	https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1049&code=FOA#legalTabContent