Conroe Independent School District
Photographer
Professional Services Contract

This Contract is entered into on the ____ day of _____, 20____ between the Conroe Independent School District, hereinafter referred to as "District" and _____, hereinafter referred to as "Contractor".

District desires to engage Contractor to provide the following services: Photography services at _____, hereafter referred to as "School".

Contractor warrants that it is qualified and competent to render these services.

Now in consideration of the agreement made, the parties agree to the following:

Scope of Services: In return for granting the right to photograph students at School, photographer, at no cost to District or School, agrees to provide School student photographs of all of School's students in jpg format on a CD-ROM in addition to any CD's or other services provided. The photograph naming convention must be by student identification number (Student ID) followed by the .jpg extension, e.g., 99999.jpg; The CD's shall be delivered/provided by conventional means to the Conroe Independent School District, Attn: Student Services, Technology Department, 3205 West Davis St, Conroe, TX 77304-2098.

District Furnished Services: District agrees to guarantee access to and make provisions for Contractor to enter upon District property as required to perform their work and make available pertinent data.

Fees: There are no fees to be paid for by District for Contractor furnishing services under this Contract.

Contract Performance Time and Term of Contract: All work required by this Contract shall be completed and ready for acceptance by District no later than _____
_____
_____.

Commitment of Current Revenue: The obligations of the District to make payments under this Contract constitute a commitment of revenue for the current fiscal year only and do not create an impermissible debt of the District in subsequent fiscal years. In the event that the District's Board of Trustees fails to appropriate funds for the Contract for any fiscal year, after the current fiscal year, during the term of the Contract, District will provide notice to Contractor that funds have not been appropriated at least 30 days prior to the end of District's current fiscal year. The Contract will terminate, without penalty to the District, on the last day of the current fiscal year for which funds were appropriated. District shall not pay any amounts for services rendered beyond the end of the current fiscal year.

Relationship of Parties: Neither this Contract nor services provided for under this Contract shall be construed to create a relationship of employment, agency, partnership or joint venture between Contractor and District. The status of Contractor shall be that of an independent contractor. As such District cannot nor does it in any way make representations regarding how this agreement may impact TRS benefits or any other retirement benefits Contractor may be receiving.

Nondiscriminatory Employment: In connection with the execution of this Contract, Contractor shall not discriminate on the basis of sex, disability, race, religion, color, age, gender, sexual orientation, and/or national

origin in the educational programs or activities which it operates, and it is required by Title IX, Section 504, Title VII, and the Americans with Disabilities Act.

Termination: If Contractor fails to provide the services required under this Contract in any manner, or otherwise fails to comply with the terms of this Contract or violates any policy, regulation or other law which applies to its performance District may terminate this Contract by giving five (5) calendar days written notice. Either party may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of termination shall be sent by registered mail. In the event of termination not caused by Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

Felony Conviction Notice: Before entering into a contract with District, a Contractor must give notice to District if Contractor, an owner or operator of the business, or an employee or agent of the Contractor has been convicted of a felony and/or is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure or an equivalent offense under federal law or the laws of another state by complying with the applicable provision(s) set out below. Contractor must obtain criminal history record information that relates to Contractor or an employee or agent of Contractor if Contractor, employee or agent is considered to be a "covered employee". A "covered employee" has or will have continuing duties related to the contracted services and the duties are performed on school property or any other location where students are regularly present and have or will have direct contact with students. The District may terminate this Contract if District determines that Contractor fails to comply with this provision.

Criminal History Background Check: Any Contractor must obtain from any law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.), all criminal history record information that relates to Contractor, an employee or agent of Contractor who is employed **before January 1, 2008**, and who is not subject to a national criminal history record information review under Education Code 22.0834(b) [see CISD Legal Board Policy DBAA] if: (1) the individual has continuing duties related to the contracted services; and (2) the individual has direct contact with students. Additionally, Contractor must obtain certification form all subcontractors, if any that their employees to whom Section 22.0834 applies, have passed the required criminal history background review. Contractor shall certify to District that it received all of the criminal history record information required by completing *Exhibit A* to this agreement. District reserves the right pursuant to TEC 22.0834(g)-(i) to obtain from any law enforcement or criminal justice agency all criminal history record information that relates to Contractor, or its employees or agents.

A person who, **on or after January 1, 2008**, is offered employment by Contractor who performs services under this agreement with District must submit to a national criminal history record information review if: (1) the employee or applicant has or will have continuing duties related to the contracted services; and (2) the employee or applicant has or will have direct contact with students. The review must be completed before services are performed under this agreement. Contractor shall obtain all criminal history record information that relates to a person described above through the criminal history clearinghouse as provided by Government Code 411.0845. Contractor shall certify to District that the Contractor has received all criminal history record information relating to any covered employee by completing *Exhibit A* to this agreement. District reserves the right pursuant to TEC 22.0834(a)-(e) to obtain the criminal history record information of a person to whom this section applies through the criminal history clearinghouse as provided by Government Code 411.0845.

Contractor shall assume all expenses associated with the required criminal history record information reviews described above, and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude as defined by District policy, from District property or other locations where students are regularly present. District shall be the final arbiter of what constitutes a "location where students are regularly present."

Amendment: This Contract may be amended or modified only by written agreement of all parties.

No Waiver of Immunity: District does not waive or relinquish any immunity or defense on behalf of itself, its Trustees, officers, employees, and agents in conjunction with this.

Jurisdiction and Venue: This Contract shall be construed in accordance with the laws of the State of Texas and the parties agree that venue shall be in Montgomery County, Texas.

Indemnification: CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD DISTRICT HARMLESS FROM ANY AND ALL LIABILITIES, WHICH IT MAY INCUR AS A CONSEQUENCE OF THIS CONTRACT AND FROM ANY AND ALL CLAIMS AND LOSSES TO ANYONE WHO MAY BE INJURED OR DAMAGED BY REASON OF CONTRACTOR'S WILLFUL MISCONDUCT OR NEGLIGENT PERFORMANCE OF THIS CONTRACT. DISTRICT DOES NOT WAIVE ANY OF ITS IMMUNITIES FROM LAWSUIT OR DAMAGES OR BOTH, AS PROVIDED BY THE TEXAS TORTS CLAIMS ACT, AS A PUBLIC INSTITUTION, WHETHER GRANTED BY COMMON LAW OR STATUTE AND NOTHING CONTAINED IN THE CONTRACT OR ANY ACTION REQUIRED OF THE DISTRICT BY THE CONTRACT SHALL BE INTERPRETED TO BE SUCH A WAIVER.

Compliance with Applicable Laws and District Policies: Contractor shall comply with any and all federal, state and local laws, and District policies affecting the services covered under this Contract.

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. 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 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, 2252.153, and agrees that this 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 entering this contract.

If (a) Contractor is not a sole proprietorship; (b) has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor 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.

Student Records Confidentiality: Contractor agrees to comply with applicable provisions of Texas Education Code Chapter 32, *Computers, Computer Related Equipment, and Student Information Protection*. This provision generally requires Contractors that collect student data in the performance of services provided under this Contract to not engage in targeted advertising directed toward students, to not sell or rent student data, to not disclose student data to third parties, to delete student data upon request, and to maintain reasonable security measures to protect student data.

Contractor acknowledges that District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable laws and regulations, specifically the Family Education Rights and Privacy Act (FERPA). Contractor may be receiving student information in compliance with the requirements and exceptions outlined in FERPA. Contractor acknowledges that it must comply with said law and regulations and safeguard student information. Contractor may not re-disclose the information to a third party without prior written consent from the parent or eligible student. Contractor must destroy any student information received from the District when no longer needed for the purposes listed in this Contract. Contractor will be provided with names and identification numbers.

Travel Expenses: Travel expenses are not reimbursable under this agreement.

Conflict of Interest and Business Ethics: During the course of pursuing contracts, and the course of Contract performance, Contractor and its subcontractors and vendors will maintain business ethical standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans, or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of the District, its trustees, officers, agents, or consultants of the District, or to family members of any of them. At any time Contractor believes there may have been a violation of this obligation, Contractor shall notify the District of the possible violation. Contractor must comply with the requirements of Local Government Code Chapter 176.

Contractor will not provide District's employees, officials, agents or members of any of their families' any benefit including gifts, entertainment, payments or any other thing that has more than *de minimis* value.

Notices: Notices under this Contract shall be in writing and delivered via U.S. Mail, fax, or electronic mail addressed as follows:

Campus: _____

Conroe Independent School District

Attention: _____
Address: _____
_____
Fax: _____
Email: _____
Telephone: _____

Contractor: _____

Attention: _____
_____
Address: _____
Fax: _____
Email: _____
Telephone: _____

No Waiver: No Waiver of a breach of any provisions of this contract shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver.

Entire Contract: This Contract supersedes all previous oral and/or written Contracts or agreements and constitutes the entire Contract relating to Contractor's provision of services to District. This Contract may only be amended by mutual written consent of both District and Contractor.

In witness hereof the parties have executed this Contract on the date first written.

FOR THE DISTRICT	**FOR THE CONTRACTOR**
_____	_____
Department Head/Principal	Contractor

_____
Dr. Curtis Null
Superintendent

Exhibit A: Contractor Certification – Contractor and Employees

EXHIBIT A
Contractor/Employees

Definitions:

Covered employees are employees of Contractor who have or will have continuing duties related to the service to be performed at District and have or will have direct contact with students. District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history is any conviction or other criminal history information designated by District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Complete applicable section:

On behalf of Contractor, I certify that [check one]:

[ ] None of Contractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that Contractor's employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

[ ] Some or all of Contractor or his employees or agents are *covered employees*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

2. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

3. Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using the covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

_____ _____

Signature Date