

# EXAMPLE

NOTE: CONTRACT  
SHOULD BE  
WORDED TO  
FIT YOUR  
SPECIFIC EVENT

## Conroe Independent School District Professional Services Contract

This Contract is entered into on the 19<sup>th</sup> day of July, 2018 between the Conroe Independent School District, hereinafter referred to as "District" and John A. Public, hereinafter referred to as "Contractor".

District desires to engage the Contractor to provide the following services:

Adjudicator for District Art Show

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

Now in consideration of the Contract made, and the payments to be made by District, the parties agree to the following:

Scope of Services: *(Describe Services to be provided by Contractor.)*

Judge student art work for art district art show.

**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:** The fees for furnishing services under this Contract shall not to exceed a total amount of \$200.00 which is reasonable and necessary for the provided service(s). The fees for service(s) is due after services are rendered and within thirty (30) calendar days after receipt by the District of an invoice that includes the specific service (s) provided and the date and location the service(s) was performed. A valid Purchase Order must be issued for the Contract. Contractor will be responsible for any and all applicable social security and personal income taxes which may become due as a result of any payments made by District under this Contract. Contractor must complete and submit to District Form W-9 *Taxpayer Identification Number and Certification*, attached as Exhibit B. District is in no way responsible for carrying group life and health insurance, workman's compensation, or unemployment insurance for Contractor, or providing any other benefits associated with full-time employment.

**Non-Appropriation of Funds:** Payment under this Contract is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations by the District in its budget adopted for any fiscal year for which this Contract is in effect and constitute a current expense of the District for that fiscal year only. This Contract may be terminated at the end of any period for which funds are not appropriated.

(DAY EVENT BEGINS)

**Term of Contract:** This Contract shall commence on 8/12/18 and shall terminate on 8/13/18 (DAY EVENT ENDS)

**Termination:** This Contract may be terminated without cause by District or Contractor by giving thirty (30) days written notice to the other party. Contractor's notice is proper if sent to the District's Legal

Department. District's notice is proper if sent to Contractor's address that is on file with District. In the event of termination not caused by Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. 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.

Fill in  
ONLY ONE

**Contracts Paid for with Federal Grant Funds:** Funding for this Contract is provided through ~~(LOCAL BUDGET / TITLE II / ACTIVITY FUNDS)~~ Because all or part of the funding for this Contract comes from federal grant funds, this Contract only becomes effective upon receipt by the District of the Notice of Grant Award (NOGA). Performance of the services called for under this Contract must be completed within the timeframe stated above. Contractor must invoice District on a monthly basis after services are performed. The invoice must provide the specific service (s) provided and the date and location the service(s) were performed. Contractor understands that if federal funds are used to pay for all or part of the services provided under this Contract, that District's employees, officers or agents are prohibited from soliciting or accepting gratuities, favors, or anything of value from Contractor.

**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 the District cannot nor does it in any way make representations regarding how this Contract may impact TRS benefits or any other retirement benefits Contractor may be receiving. Contractor will not be supervised or evaluated by District personnel in the actual performance of services. Contractor agrees, however that Contractor will perform his/her duties in a good, workmanlike and professional manner. Contractor agrees to maintain required professional licensure (if required to perform services under this Contract) and to provide a copy of Contractor's current, valid license(s) to District. Contractor will be responsible for fulfilling any training requirements necessary to maintain his/her license(s) for the purpose of lawfully providing the services required under this Contract.

**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 as is required by Title IX, Section 504, Title VII, and the Americans with Disabilities Act.

**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, an 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, at his or her own expense, must obtain from the law enforcement clearing house as provided for in Section 411.0845, Government Code, 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 in accordance with Texas Education Code Section 22.0834 if: (1) the individual has continuing duties related to the contracted services; and (2) the individual has direct contact with students. The review must be completed before services are performed under this Contract. Additionally, Contractor must obtain certification from 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 has received all of the criminal history record information required by completing *Exhibit A* to this Contract. District reserves the right pursuant to TEC 22.0834 to obtain from any law enforcement or criminal justice agency all criminal history record information that relates to Contractor or its employees or agents.

**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.

**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. District will provide Contractor with the following student information:

N/A

**Travel Expenses:** District does not reimburse travel expenses or other personal incidental expenses that may be incurred in the performance of this Contract.

**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. Contractor agrees that to the extent applicable to this Contract and prior to signing this Contract, Contractor has met the requirements of Texas Local Government Code Chapter 176 relating to conflicts of interest by filing Texas Ethics Commission Form CIQ as well as the requirements of Texas Government Code Section 2252.908 relating to disclosure of interested parties by filing Form 1295 *Certificate of Interested Parties*. Contractor understands that failure to comply with the requirements of Texas Government Code Section 2252.908 renders this Contract void.

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:

Fill in  
CAMPLS  
(Directors)  
INFORMATION

Conroe Independent School District:

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Contractor:

Attention: John Q. Public  
Address: 133 MAKINGBIRD LN.  
Fax: N/A  
Email: jpublic@me.com  
Telephone: (999) 555-1212

VENDOR  
COMPLETES  
WILL THEIR  
OWN INFORMATION

**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.

**FOR THE DISTRICT**

**FOR THE CONTRACTOR**

\_\_\_\_\_  
Signature

(Vendor)  
Signature

\_\_\_\_\_  
Printed name  
Department Head/Principal

John Q Public  
Printed Name  
Contractor

\_\_\_\_\_  
Dr. Curtis Null  
Superintendent

**Exhibit A: Contractor Certification – Contractor and Employees**  
**Exhibit B: W-9 Taxpayer Identification Number and Certification**

\* Campus Principal's signature is required if the contract is being paid for with campus funds.

**EXHIBIT A**

**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]:

VENDOR  
MUST  
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: (VENDOR)

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

VENDOR COMPLETES.

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank.

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

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C, S, P, partnership) ▶ \_\_\_\_\_  
 Note: For a single-member LLC that is disregarded, do not check LLC. Check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) \_\_\_\_\_  
 6 City, state, and ZIP code \_\_\_\_\_

7 List account number(s) here (optional) \_\_\_\_\_

Requester's name and address (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-			-	
or								
Employer identification number								
				-				

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

**Sign Here**

Signature of U.S. person ▶ \_\_\_\_\_ Date ▶ \_\_\_\_\_

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted. Future developments: information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

