

**Conroe Independent School District  
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 the Contractor to provide the following services:

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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.)*

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**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 \_\_\_\_\_ 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.

**Term of Contract:** This Contract shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_.

**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.

**Contracts paid for with Federal Grant Funds:** Funding for this Contract is provided through \_\_\_\_\_ . If 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:** Contractor must complete Exhibit A and fully comply with Texas Education Code §22.0834 before services are performed under this Contract. District reserves the right pursuant 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.

To the extent required by law, Contractor certifies that it is not identified on the list prepared and maintained by the Texas Comptroller of companies known to have contracts with, or provide supplies to a Foreign Terrorist Organization as defined by the U.S. Secretary of State.

If Contractor is not a sole proprietorship; has ten (10) or more full-time employees; and this Agreement has a value of \$100,000 or more, Contractor certifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, boycotts Israel, and will not boycott Israel during the term of this Agreement.

**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 a 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 is designated as a "school official" for purposes of performing services under this Contract. Contractor acknowledges that both Contractor and District have legal obligations 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, except as otherwise permitted by applicable law. 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:

**Accessibility:** Contractor shall ensure all products and services provided pursuant to this Contract comply with accessibility requirements under both state and federal law for use by individuals with disabilities.

**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.

**Record Retention and Audit:** District, its agent, or any state or federal investigating agency may audit all of Contractor’s records and accounts relating to this Contract. Contractor shall retain records relating to this Contract and make them available upon request, for a minimum of five (5) years after completion of the service, or receipt and payment of the final invoice, whichever is later.

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

Conroe Independent School District

Campus: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Contractor: \_\_\_\_\_  
  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**Force Majeure:** Neither District nor Contractor shall be held responsible for any delay or failure to perform any part of this Contract to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, public health emergency, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. If a party's performance is delayed for a period exceeding thirty (30) days, the non-affected party will have the right, without liability to the other party, to terminate this Contract. District, in its sole discretion, reserves the right to seek reimbursement or refund of any amounts paid under this Contract or reschedule services at a time mutually agreeable to District and Contractor.

**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, including any attachments, exhibits, authorized amendments, District-issued purchase orders, the terms of any applicable District procurement solicitation, and executed EDGAR certifications supersedes all previous oral and/or written Contracts or agreements and constitutes the entire Contract relating to Contractor's provision of services to District. In the event of a conflict, the Contract documents in the order listed in this paragraph shall control. This Contract may only be amended by mutual written consent of both District and Contractor.

**FOR THE DISTRICT**

**FOR THE CONTRACTOR**

Signature

Signature

\_\_\_\_\_  
Printed Name  
Department Head/Principal

\_\_\_\_\_  
Printed Name  
Contractor

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

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

**EXHIBIT A**

**Contractor/Employees**

**In compliance with Texas Education Code §22.0834, Contractor makes this certification.**

**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.

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**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

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> 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. <input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>4</b> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> 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 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.

<b>Social security number</b>	
<b>or</b>	
<b>Employer identification number</b>	

## 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 on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.