

**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:

1. **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.
2. **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.
3. **Fees:** There are no fees to be paid for by District for Contractor furnishing services under this Contract.
4. **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 _____

_____.
5. **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 as indicated in Section 23 of this Contract. District’s notice is proper if sent to Contractor’s address as indicated in Section 23 of this Contract. 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.
6. 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.

7. **Commitment of Current Revenue:** The obligations of 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 -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- 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.
8. **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 upon request. 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.
9. **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.
10. **Criminal History Background Check:** Texas Education Code §22.0834 requires that contractors, including independent contractors, who enter into service contracts with school districts submit to a criminal history review if the contractor, the contractor's covered employees or the independent contractor will have continuing duties related to the contracted services and direct contact with students. Accordingly, 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 to obtain from any law enforcement or criminal justice agency all criminal history record information that relates to Contractor or its employees, agents, or subcontractor.
11. **Felony Conviction Notice:** Before entering into a contract with District, Texas Education Code §44.034 requires Contractor to give notice to District if Contractor, an owner or operator of the business, or an employee agent or subcontractor of 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. The District may terminate this Contract if District determines that Contractor fails to comply with this provision.
12. **Amendment:** This Contract may be amended or modified only by written agreement of all parties.
13. **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 Contract.

14. **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.
15. **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.
16. **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 applicable and as required by Texas Government Code Chapter 2252, 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.

As required by Texas Government Code Chapter 2271, 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.

As required by Texas Government Code Chapter 2274, 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, that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity as defined in Chapter 2274, or firearm trades association; and (2) will not discriminate as the term is defined in Chapter 2274, during the term of the contract against a firearm entity or firearm trade association.

As required by Texas Government Code Chapter 2274, 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, that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

17. **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 FERPA and its implementing regulations and to safeguard student

information. Contractor may not re-disclose student 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 District when it is no longer needed for the purposes listed in this Contract. District will provide Contractor with the following student information:

18. **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.
19. **Travel Expenses:** District does not reimburse travel expenses or other personal incidental expenses that may be incurred in the performance of this Contract.
20. **Conflict of Interest and Business Ethics:** During the course of pursuing contracts, and the course of Contract performance, Contractor and its subcontractors and vendors agree to maintain business ethical standards aimed at avoiding real or apparent impropriety or conflicts of interest, including but not limited to:
- a. 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.
 - b. The extent applicable to this Contract and prior to the signing of this Contract, Contractor has met 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.
 - c. Not provide District 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.
21. **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.
22. **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: _____

Telephone/Fax: _____

Email: _____

With a copy to: CISD Legal Department
3205 W. Davis
Conroe, TX 77304

Fax: 936-709-9787 Telephone: 936-709-7700

Contractor:

Attention:

Address:

Telephone/Fax:

Email:

23. **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.
24. **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.
25. **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.

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 of Compliance with Texas Education Code §22.0834

EXHIBIT A

Contractor Certification of Compliance with Texas Education Code §22.0834

Texas law requires individuals and entities who enter into service contracts with school districts to submit to a criminal history review if they have continuing duties related to the contracted service and direct contact with students. The individuals and entities who have access to the Department of Public Safety FACT Clearinghouse under the National Child Protection Act (NCPA) must certify to the District their compliance with Texas Education Code §22.0834. Non-NCPA qualified contractors who do not have access to the FACT Clearinghouse should contact the Conroe ISD Human Resources Department for assistance with utilizing the District's Local Education Entity (LEE) Fast Pass process.

[Requirements for School District Contractors | Texas Education Agency](#), posted July 20, 2021, provides helpful guidance for contractors on how to comply with Texas Education Code Section 22.0834.

Definitions:

Covered employees are employees of Contractor/subcontractor or the independent 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.

Direct contact is contact that results from activities that provide substantial opportunity for verbal or physical interaction with students and that is not supervised by a certified educator or other professional District employee. 19 Tex. Admin. Code §153.11.01(7). District is 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.

Make applicable selection and sign below:

[] I certify that no one performing services under this contract is a covered employee as defined above and that precautions have been imposed to ensure that no one performing services under this contract will become a covered employee as the term is defined above and that such precautions will be maintained throughout the term of this Contract.

OR

For Independent Contractors:

[] As an Independent Contractor, I certify that I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT). I further certify that I do not have a disqualifying criminal history. I agree to notify District in writing within three (3) business days if I am arrested or adjudicated for a disqualifying reason during the Contract term. I further agree to provide District, upon request, my full name, and any other requested information so that District may obtain my criminal history record information. I understand that District may terminate my service at any time if District determines, at its sole discretion, that my criminal history is not acceptable.

For all other Contractors:

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

[] Some or all of Contractor or his employees and/or subcontractors 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/subcontractors. None of the covered employees/subcontractors has a disqualifying criminal history.
2. If Contractor receives information that a covered employee/subcontractor subsequently has a reported criminal history, Contractor will immediately remove or cause to be removed the covered employee/subcontractor from contract duties and notify the District in writing within three (3) business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered employees/subcontractors so that the District may obtain criminal history record information on the covered employees/subcontractors. If the District objects to the assignment of a covered employee/subcontractor on the basis of the covered employee's/subcontractor's criminal history record information, Contractor agrees to discontinue using the covered employee/subcontractor to provide services at the District.
4. Contractor has obtained certifications from its subcontractors, if any, of compliance with Texas Education Code Chapter 22.

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

Printed Name

Signature

Date