

**PINE TREE INDEPENDENT SCHOOL DISTRICT
CONSULTING AGREEMENT**

Campus/Dept _____ Purchase Order Number _____

In order to be considered an independent contractor, you must not be an employee of the District, which includes full-time, part-time and substitute employees. The individual must substantiate he or she meets IRS requirements. (Please refer to Fair Labor Standards Act and Internal Revenue Service websites)

This agreement is entered into on the day all parties fully execute this agreement by and between _____ herein called "Contractor" and the Pine Tree Independent School District, herein called "District." The parties hereto agree as follows:

District agrees to contract with the Contractor and the Contractor agrees to personally perform in a manner satisfactory to the District the following services: _____

_____.

Contractor retains the right to delegate or assign these duties to another individual within his or her employ, but such assignment may only occur after first receiving advance approval from the District.

Services are to be on the following date(s): _____

Hours per day services are rendered: _____

Compensation: The District agrees to pay Contractor for the above services when satisfactorily performed. Payment will be made within 10 days of receipt of **itemized invoice to be mailed to Pine Tree ISD, Attention: Accounts Payable, P. O. Box 5878, Longview, TX 75608** or email accountspayable@ptisd.org

A fee not to exceed \$ _____

Basis of fee: \$ _____ hourly rate or \$ _____ daily rate

Receipts are required for all charges to the district.

Taxes – A W-9 tax form must be on file with the District. If you have already submitted a W-9, it is not necessary to complete another one until one year from the date of last submission.

Termination of Contract: Contractor shall have completed all work covered by this contract and this contract shall terminate unless extended by written mutual agreement of the District and the Contractor at the time final service is completed as indicated in paragraph 2 herein. This contract may be terminated by the District if for any reason the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, in which event the District may terminate the contract by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the contract, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this contract at any time without cause by the furnishing of a five (5) day written notice from the Senior Financial Administrator to the Contractor, but the Contractor will be paid an

amount which bears the same ratio to the total compensation as the services actually performed to the total services of this contract, less any compensation previously paid.

Contractor and Hold Harmless Agreement – It is agreed that Contractor is an independent contractor and shall be solely responsible for payment of his employees and shall provide, if required, workers' compensation and public liability insurance³ to protect himself from liability for injuries or damages to this employees and shall further be solely responsible for the withholding and or payment of any taxes or contributions imposed by any federal, state or local governmental entity by the reason of employment. The Contractor agrees to hold the District harmless from any and all liability that the District may incur, including without limitation, damages of every kind and nature, out-of-pocket costs and legal expenses, incurred by reason of the Contractor's negligence or breach of this contract.

Entire Agreement – This contract constitutes the entire agreement of the parties hereto and it may not be changed or altered except by written agreement signed by the parties to this contract.

Original Invoice – Contractor agrees to send an original invoice requesting payment for performance of this contract to: **Pine Tree ISD, Attention Accounts Payable, P. O. Box 5878, Longview, Texas 75608 or email accountspayable@ptisd.org.**

Contractor acknowledges that payment for said services will not be processed without receipt of a valid invoice. The Purchase Order number must be included on the invoice.

Felony Conviction Notice – 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 an owner 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.

Governing Law – This agreement shall be governed by the laws of the county of Gregg, State of Texas.

Contractor agrees to abide by all local ordinances and state and federal laws in the provision of its services, activities or programs to the District, including but not limited to, the Americans with Disabilities Act, 42 USC §12111, et seq., 29 CFR §130.1, et seq.; Section 504 of the 1973 Rehabilitation CFR §et seq.; Title IX of the Education Amendments of 1972, 20 USC §1681 et seq., 34 CFR §106.1 et seq.

Criminal History - Please see the attached Pine Tree ISD policy concerning criminal history required by independent contracts/consultants. All criminal history record information shall be at the sole cost and expense of the contractor.

By signing below, the Contractor certifies that he or she is not an employee of the District. This includes: (a) individuals not currently working due to the District's break/holiday for students and employees; (b)

substitute teachers employed by the District; or (c) an individual working for a business owned or operated by a District employee.

As the requestor for these contracted services, I understand and approve the terms of this contract, and assure that contracted services have not begun before a purchase order has been issued.

CONTRACTOR INFORMATION

Business Name or D/B/A: _____

Address: _____ **City** _____
State: _____ **Zip:** _____

E-Mail Address: _____

Signature of Contractor/Consultant: _____
Date: _____

Signature of Board President or Designee: _____
Title: _____
Date: _____

Please complete the W-9; felony conviction form; suspension and debarment certification; and contractor certification.

I, the undersigned Contractor or agent for the firm named above, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge. The Contractor must complete the following information in accordance with state law.

Please sign only one:

- A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Contractor: _____ Date: _____

- B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Contractor: _____ Date: _____

- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____ Date: _____

Details of Conviction(s) _____

Signature of Contractor _____ Date: _____

**CONTRACTOR CERTIFICATION
ENTITY**

Definitions:

Covered Employees: Employees of an entity contracting with the District to perform services and employees of a consultant or an individual consultant contracting with the entity that contracts with the District to perform services who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students and continuing duties.

Disqualifying criminal history: A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code ("TEC") Section 21.060, which includes but is not limited to the offenses listed in 19 Texas Administrative Code §249.16; or one of the following offenses, if at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school: (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense on conviction of which a defendant is required to register as a sex offender Chapter 62 of the Texas Code of Criminal Procedure; or (iii) an offense under the laws of another state or federal law that is equivalent to an offense under (i) or (ii) above.

_____ ("Contractor") and the Pine Tree Independent School District ("District") have entered into that certain Consulting Agreement dated _____ (the "Contract"). This Contractor Certification is delivered to the District in accordance with District Policy CJA.

On behalf of Contractor, I, _____, the undersigned authorized signatory for Contractor, certify to the District that **(check only one)**:

None of the 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

Contractor Certification Entity – Page 2

_____ Some or all of Contractor’s employees are covered employees. If this box is checked, I further certify that:

- 1) Contractor has obtained the national criminal history record information relating to each of its covered employees in accordance with TEC §22.8034 and the Contract. None of the covered employees employed by Contractor performing services under the Contract has a disqualifying criminal history under Paragraph 12 of the Contract.

- 2) Upon request, Contractor will provide the District with a copy of the List of Covered Employees described in Paragraph 12(b) of the Contract and any other requested information of such covered employees so that the District may obtain each covered employee’s national criminal history record information.

- 3) 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 that covered employee to provide services at the District.

4) CHECK ONLY ONE:

_____ Contractor has not contracted with any consultants in connection with providing services under the Contract.

OR

_____ Attached to this Contractor Certification is a duly completed and executed original Consultant Certification in the form provided by the District from each of Contractor’s consultants under the Contract.

Date

Signature of Authorized Signatory for Contractor
Printed Name: _____
Title: _____

CONTRACTOR CERTIFICATION
Individual

Definitions:

Covered Employees: An individual contracting with the District to perform services and employees of a consultant or an individual consultant contracting with the individual that contracts with the District to perform services who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students and continuing duties.

Disqualifying criminal history: A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code ("TEC") Section 21.060, which includes but is not limited to the offenses listed in 19 Texas Administrative Code §249.16; or one of the following offenses, if at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school: (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense on conviction of which a defendant is required to register as a sex offender Chapter 62 of the Texas Code of Criminal Procedure; or (iii) an offense under the laws of another state or federal law that is equivalent to an offense under (i) or (ii) above.

_____ ("Contractor") and the Pine Tree Independent School District ("District") have entered into that certain Consulting Agreement dated _____ (the "Contract"). This Contractor Certification is delivered to the District in accordance with District Policy CJA.

I hereby certify to the District that **(check only one)**:

_____ I am not a covered employee, as defined above. If this box is checked, I further certify that I have taken precautions or imposed conditions to ensure that I will not become a covered employee. I will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

Contractor Certification Individual – Page 2

_____ I am an individual independent contractor and a covered employee. If this box is checked, I further certify that:

- 1) I have obtained the national criminal history record information regarding myself in accordance with TEC §22.0834 and the Contract. I do not have a disqualifying criminal history under Paragraph 12 of the Contract.
- 2) Upon request, I will provide the District with a copy of the List of Covered Employees described in Paragraph 12(b) of the contract and any other requested information of such covered employees so that the District may obtain each covered employee’s national criminal history record information.
- 3) If the District objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, I agree to discontinue using that covered employee to provide services at the District.
- 4) **Check only one:**

_____ I have not contracted with any consultants in connection with providing services under the Contract.

OR

_____ Attached to this Contractor Certification is a duly completed and executed original Consultant Certification in the form provided by the District from each of my consultants under the Contract.

Date

Signature of Contractor

Printed Name: _____

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g. sub awards to sub recipients).

Contractors receiving individual awards of \$25,000 or more and all sub recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME: _____

Signature of Company Official _____

Date Signed: _____

Printed Name of company official signing above: _____