



# La Porte Independent School District

Every Student's Success is our #1 Priority!

1002 San Jacinto Street, La Porte, Texas 77571,  
P: 281-604-7062, F: 281-604-7119

## CONSULTANT/INDEPENDENT CONTRACTOR SERVICES AGREEMENT

(All fields MUST be completed with W9 and Criminal History Certification form attached. LPISD employees will NOT be approved as a Consultant/Independent Contractor)

Date: \_\_\_\_\_ LPISD Contract# \_\_\_\_\_

Consultant/Contractor's Name: \_\_\_\_\_

LPISD Employee:  YES  NO

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

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

ID/Driver License #: \_\_\_\_\_ Date Of Birth: \_\_\_\_\_

Services to be rendered: \_\_\_\_\_  
\_\_\_\_\_

### FELONY CONVICTION NOTIFICATION

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 or 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. **Check the appropriate box and sign in the space provided below.**

<input type="checkbox"/>	My firm is a Publicly Held Corporation; therefore, this reporting requirement is not applicable.
<input type="checkbox"/>	My firm is not owned or operated by anyone who has been convicted of a felony.
<input type="checkbox"/>	My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:
	Name of Felon: _____
	Brief Details of Conviction(s): _____
	_____

Note: If services may involve contact with students, this agreement will be contingent upon meeting all Texas SB 9 (section 22.0834) and/or District requirements. The Consultant/Contractor must:

- Submit to the fingerprinting requirement specified in SB9
- Provide proof of acceptable criminal history record to the Purchasing Department before agreement can be approved (see Criminal History Certification form)

Contact with students is defined as being alone with students outside the presence of a responsible LPISD employee at ALL times during the performance of the described services.

Date(s) of Services/Contract Term: \_\_\_\_\_

Rate to be paid (daily/weekly/monthly): \_\_\_\_\_ Total Contract Amount: \_\_\_\_\_

**Responsibilities of Consultant/Contractor:**

I understand that a purchase order will be issued by LPISD for my services unless agreed otherwise and noted on this agreement. No payment will be made prior to completion of services. I understand that invoices must be submitted directly to Accounts Payable Department, 1002 San Jacinto St, La Porte, TX 77571. I further understand that this agreement may be cancelled for any reason at any time at the discretion of LPISD. This contract shall be governed by the policies of LPISD and the laws of the State of Texas in Harris County.

**INDEMNIFICATION** - Consultant/contractor agrees to indemnify and does hereby indemnify, defend, and hold La Porte Independent School District and its Board of Trustees, officers, employees and agents (collectively, "District Indemnities") harmless from and against any liability from all losses, damages, claims, demands, attorney's fees, (collectively or individually referred to herein as "claim" or "claims") made or incurred because of, incident to, or in connections with its employment of any employee or contractor of consultant/contractor including, without limitation: (A) Payment when due of wages, fees, and benefits; (B) withholding of all taxes; (C) compliance with the Immigration Reform Control Act, and (D) compliance with any law or regulation relating to employment of any consultant employed by ace in connection with the services.

Consultant/contractor shall and hereby does indemnify, defend, and hold the district indemnitees harmless from and against any claims made or incurred by the district indemnitees involving any patent right, copyright infringements, or any other intellectual property right in connection with the products, equipment, or other deliverables under this contract. Consultant/contractor shall and does hereby indemnify, defend, and hold the district indemnitees harmless from and against all claims regardless of nature or character of such cause of action, whether tort, contract, federal violation, extra contractual, or otherwise, and regardless of nature or character of claim, whether property damage, personal injury, contractual damages, or otherwise from any and all causes whatsoever, made or incurred by the district indemnitees that result directly or indirectly from, in connection with, incidental to, or related to this contract and/or with consultant's/contractor's performance and obligations or failure of such under this contract or any act or omission of consultant/contractor. The indemnification provisions under this contract shall be enforceable under the laws of the state of Texas. The indemnification obligations of consultant/contractor shall not be limited by the amount of or any type of insurance carried by consultant/contractor. The indemnification obligations of consultant/contractor shall survive the expiration or earlier termination of this contract.

**Certification Regarding Terrorist Organizations & Boycotting Israel [Govt Code 808 (HB89) and Govt Code 2252 (SB252)]** – Consultant/contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Consultant/contractor further certifies and verifies that neither Consultant/contractor, nor any affiliate, subsidiary, or parent company of Consultant/contractor, if any (the "Consultant/contractor Companies"), boycotts Israel, and Consultant/contractor agrees that Consultant/contractor and Consultant/contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities 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.

**Certification Regarding Employment Assistance Prohibited (CJ Legal) 20 USC 7926** - Consultant/contractor certifies and agrees that it shall not assist an employee, contractor, or agent of La Porte ISD or of any other school district in obtaining a new job if the Consultant/contractor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

**General Waiver of Liability** – Consultant/contractor, for and in consideration of the payment to me for the services listed and to be provided, the receipt and sufficiency of which is hereby acknowledged, do hereby release and forever discharge La Porte Independent School District, their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which I now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to the services being provided. It is understood and agreed that this payment is made and received in full and complete settlement and satisfaction the causes of action, claims and demands mentioned herein; that this Release contains the entire agreement between the parties; and that the terms of this Agreement are contractual and not merely a recital. Furthermore, this Release shall be binding upon the undersigned, and his respective heirs, executors, administrators, personal representatives, successors and assigns. This Release shall be subject to and governed by the laws of the State of Texas. This Release has been read and fully understood by the undersigned and has been explained to me.

Signature of Consultant/Contractor \_\_\_\_\_ Date \_\_\_\_\_

Signature of LPISD Designee \_\_\_\_\_ Date \_\_\_\_\_

