



Pine Tree Independent School District Contracted Service/Consultant Agreement

Campus/Dept. _____

Requisition # _____

In order to be considered an independent contractor, you must not be an employee of Pine Tree ISD, which includes full-time, part-time and substitute employees. The individual must substantiate that he or she meets the IRS requirements.

(Please refer to the Fair Labor Act and the 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:

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

The services are as follows:

The 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 Agreement: 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. All original invoices must be mailed to **Pine Tree ISD, Attn: Accounts Payable, P.O. Box 5878, Longview, TX 75608**, or emailed to 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 original invoice.

Fee not to exceed \$ _____

Base fee: \$ _____

Hourly rate or \$ _____

Daily rate \$ _____

Travel Estimate Expense (please include Travel Addendum B) \$ _____

Receipts are required for all charges to the district. A current W-9 tax form must be on file with the District.



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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. The 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 the 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 the 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 insurance to protect himself from liability for injuries or damages to his employees and shall further be solely responsible for withholding and/or payment of any taxes or contributions imposed by 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 Contractors 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.

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

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 they 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 the services performed before the termination of the contract. "

This notice is not required of a publicly-held corporation.

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.; Section 504 of the 1973 Rehabilitation CFR set seq.; Title IX of the Education Amendments of 1972, 20USC 1681 et seq., 34 CFR 106.1 et seq.



Pine Tree Independent School District Contracted Service/Consultant Agreement

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 Districts' 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 DBA: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Signature of Contractor/Consultant: _____

Date: _____

PINE TREE ISD

Signature of Superintendent or Designee: _____

Title: _____

Date: _____

Please complete the following forms:

- W-9 form
- Felony Conviction Form
- HB89 Form
- Contractor Certification (Entity or Individual)
- IRS 20 – Point Checklist

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> 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.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

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 for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

FELONY CONVICTION NOTICE

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Texas Education Agency Amendment to 19 TAC 153.1101 and new rule 19 TAC 153.117 regarding criminal history checks of contractor employees provide the school district with rules interpreting Texas Education Code~22.0834. The rules define continuing contract duties, direct contact with students and other relevant terms within the statute.

Except as otherwise provided herein, Contractor will obtain and certify in writing, before work begins, and at least annually, a criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Contractor or a Subcontractor, if the person has or will have continuing duties related to the Project, and the duties are or will be performed on Owner's property where students are regularly present or at another location where students are regularly present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of, received probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Owner's property or other location where students are regularly present. Owner shall determine what constitutes "moral turpitude" or "a location where students are regularly present." Contractor or sub-contractors may not work on District property where students are present when they have been convicted, received probation or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:
 - a. Controlled substances; or
 - b. Property; or
4. Any other offense the District believes might compromise the safety of students, Staff or property.

This notice is not required of a publicly-held corporation.

I, the undersigned agent for the firm named below, certify that I have reviewed the information concerning notification of felony convictions and required criminal history checks and that ALL information furnished is true to the best of my knowledge.

Vendor's Name: _____

Authorized Company Official's Name (please print): _____

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

Signature of Company Official: _____ **Date:** _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: _____ **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): _____

Details of Conviction(s): _____

Signature of Company Official: _____ **Date:** _____

Contractor/Vendor is responsible for the performance of the persons, employees and/or subcontractors that are assigned to provide services for Pine Tree ISD pursuant to this contract on any and all Pine Tree ISD campuses, departments, or facilities. Contractor/Vendor will not assign individuals to provide services at a Pine Tree ISD campus, department, or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction. If at any time during performance of this contract, there is a change in felony status of any persons, employees, and/or subcontractors providing services to the Pine Tree ISD, Contractor will immediately update the above form and provide such form to the Pine Tree ISD Business Office within five business days of becoming aware of the change in status.



HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of

_____ Company or Business name

(Hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10,**

Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract the above-named

Company, business or individual has with the Pine Tree Independent School District.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" 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; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE



CONTRACTOR CERTIFICATION

Texas Education Code, Ch. 22, requires service contractors to obtain criminal history record information regarding covered employees and to certify to the district that they have done so. Covered employees with disqualifying criminal history are prohibited from serving at a school district.

Definitions:

Covered Employees: An individual or employees of an entity contracting with the District to perform services and employees of a consultant contracting with the individual/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 of 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 ("Contract") dated _____. This Contractor Certification is delivered to the District in accordance with the District Policy CJA.

I, _____, the undersigned authorized signatory for the Contractor, certify to the District that:

CHECK ONLY ONE:

_____ Contractor or 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 and Contractor's employees will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided

OR

_____ I am an individual independent contractor and a covered employee, or some or all of Contractor's employees are covered employees. If this box is checked, I further certify that:



CONTRACTOR CERTIFICATION

- 1) Contractor has obtained the national criminal history record information regarding all covered employees in accordance with TEC 22.0834 and the Contract. No employees have a disqualifying criminal history. See Pine Tree CJA Legal Policy (attached)
- 2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from the contract duties and notify the District in writing within 3 business days.
- 3) Upon request, Contractor will provide the District with a copy of the List of with a copy of the List of Covered Employees described in Pine Tree CJA Legal Policy attached and any other requested information of such covered employees or myself , so the District may obtain my, or each covered employee's national criminal history record information.
- 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.

CHECK ONLY ONE:

_____ I have no contracted employees providing services under Contract.

OR

_____ Attached to the Contactor Certification is a duly completed and executed original Certification in the form provided by the district from each of my employees under the Contract.

Noncompliance by Contractor with this certification may be grounds for contract termination.

Date

Signature of Contractor

IRS 20-POINT CHECKLIST

How do you determine if a contractor should be paid on a W-2 or a 1099?

The IRS has established a 20-point checklist that can be used as a guideline in determining whether or not a contractor can legally be paid on a 1099. This checklist helps determine who has the “right of control”. Does the employer have control or the “right of control” over the individual’s performance of the job and how the individual accomplishes the job? The greater the control exercised over the terms and conditions of employment, the greater the chance that the controlling entity will be held to be the employer. The right to control (not the act itself) determines the status as an independent contractor or employee. The 20-point checklist is only a guideline, it does not guarantee that a person is correctly classified. There is no on single homogenous definition of the term “employee”. Most agencies and courts typically look to the totality of the circumstances and balance the factors to determine whether a worker is an employee.

The following are the 20-points that have been established:

1. Must the individual take instructions from your management staff regarding when, where, and how work it to be done?
2. Does the individual receive training from your company?
3. Is the success or continuation of your business somewhat dependent on the type of service provided by the individual?
4. Must the individual personally perform the contracted services?
5. Have you hired, supervised, or paid individuals to assist the worker in completing the project stated in the contract?
6. Is there a continuing relationship between your company and the individual?
7. Must the individual work set hours?
8. Is the individual required to work full time at your company?
9. Is the work performed on company premises?
10. Is the individual required to follow a set sequence or routine in the performance of his work?
11. Must the individual give you reports regarding his/her work?
12. Is the individual paid by the hour, week, or month?
13. Do you reimburse the individual for business/travel expenses?
14. Do you supply the individual with needed tools or materials?
15. Have you made a significant investment in facilities used by the individual to perform services?
16. Is the individual free from suffering a loss or realizing a profit based on his work?
17. Does the individual only perform services for your company?
18. Does the individual limit the availability of his services to the general public?
19. Do you have the right to discharge the individual?
20. May the individual terminate his services at any time?

In general “no” answers to questions 1-16 and “yes” answers to questions 17-20 indicate an independent contractor. However, a simple majority of “no” answers to questions 1 to 16 and “yes” answers to questions 17 to 20 does not guarantee independent contractor treatment. Some questions are either irrelevant or of less importance because the answers may apply equally to employees and independent contractors.

I have read the IRS 20-Point Checklist and attest that I am an Independent Contractor.

Check one: ☐ I am a current TRS employee ☐ I am not a current TRS employee

☐ I am a TRS/ERS/UT/ or A & M retiree. If a retiree, please provide date of retirement: _____

Signature: _____

Date: _____

CONTRACTED SERVICES
CRIMINAL HISTORY

CJA
(LEGAL)

**Notification of
Criminal History**

A person or business entity that enters into a contract with a district must give notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. A district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give such notice or misrepresented the conduct resulting in the conviction. A district must compensate the person or business entity for services performed before the termination of the contract. *Education Code 44.034*

**Criminal History
Record Information
Review**

**Contractor
Responsibilities**

*Employed Before
January 1, 2008*

An entity that contracts with a district to provide services and any subcontractor of the entity shall obtain from 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 an employee of the entity who is employed before January 1, 2008, and who is not subject to a national criminal history record information review under Education Code 22.0834(b) if:

1. The employee has continuing duties related to the contracted services; and
2. The employee has direct contact with students.

Education Code 22.0834(g)

**Employment
Offered on or
After January 1,
2008**

A person who, on or after January 1, 2008, is offered employment by an entity that contracts with a school district or any subcontractor of the entity must submit to a national criminal history record information review if:

1. The employee or applicant has or will have continuing duties related to the contracted services; and
2. The employee or applicant has or will have direct contact with students.

The person must submit to the review before being employed or serving in a capacity described above.

An entity contracting with a school district and any subcontractor of the entity shall obtain all criminal history record information that relates to a person described above through the criminal history clearinghouse as provided by Government Code 411.0845.

A contracting entity shall require that a subcontracting entity obtain all criminal history record information that relates to a person described above.

Education Code 22.0834(a), (b), (d), (f)

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Certification to
District

The entity and any subcontractor of the entity shall certify to the school district that it received all of the criminal history record information required above. The entity and any subcontractor of the entity shall also certify that it will take reasonable steps to ensure that the conditions or precautions that have resulted in a determination that any person is not a covered contract employee continue to exist throughout the time that the contracted services are provided. *Education Code 22.0834(d), (l); 22 TAC 153.1117(c)(5)*

A subcontracting entity must certify to the district and the contracting entity that the subcontracting entity has obtained all criminal history record information that relates to an employee described above at EMPLOYMENT OFFERED ON OR AFTER JANUARY 1, 2008, and has obtained similar written certifications from the subcontracting entity's subcontractors. *Education Code 22.0834(n)*

A contracting entity and any subcontractor of the entity shall provide a school district, at its request, the information necessary for the school district to obtain criminal history record information for all covered contract employees. *22 TAC 153.1117(c)(4)*

A contracting entity complies with the requirements of this section if the contracting entity obtains a written statement from each subcontracting entity certifying that the subcontracting entity has obtained the required criminal history record information for employees of the subcontracting entity and the subcontracting entity has obtained certification from each of the subcontracting entity's subcontractors. *Education Code 22.0834(m)*

Disqualifying
Conviction

A contracting or subcontracting entity may not permit a person described above at EMPLOYMENT OFFERED ON OR AFTER JANUARY 1, 2008, to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Education Code 22.085(a). *Education Code 22.0834(o)*

A service contractor shall not permit a covered contract employee to provide services at a district if the employee has a disqualifying conviction under Education Code 22.085. *22 TAC 153.1117(c)(6)*

District
Responsibilities

A district may obtain from any law enforcement or criminal justice agency all criminal history record information that relates to a person described above at EMPLOYED BEFORE JANUARY 1, 2008. *Education Code 22.0834(h)*

A district may obtain the criminal history record information of a person described above at EMPLOYMENT OFFERED ON OR AFTER JANUARY 1, 2008, through the criminal history clearinghouse

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as provided by Government Code 411.0845. *Education Code 22.0834(e)*

<i>Certification from Contractor</i>	A district shall ensure that each of its service contractors certify that the service contractor has obtained all required criminal history record information for covered contract employees. <i>22 TAC 153.1117(b)(1)</i>
<i>Disqualifying Conviction</i>	A district may not allow a covered contract employee to serve at the district if the district obtains information through a criminal history record information review that the covered contract employee has a disqualifying conviction under Education Code 22.085. The district may adopt a stricter standard. <i>22 TAC 153.1117(b)(3)</i>
SBEC Notification	Pursuant to 19 Administrative Code 249.14(d)(1), if a district obtains information that a covered contract employee who holds a certificate issued by the State Board for Educator Certification (SBEC) has a reported criminal history, the superintendent or the superintendent's designee shall notify SBEC of that criminal history within seven calendar days of the date that information is obtained. <i>19 TAC 153.1117(b)(4) [See DHB(LEGAL)]</i>
Emergency Exception to Criminal History Check	In the event of an emergency, a district may allow a covered contract employee to enter district property, without the required criminal history record information review, if the person is accompanied by a district employee. A district may adopt rules regarding an emergency situation. <i>Education Code 22.0834(f); 19 TAC 153.1117(b)(2)</i>
Definitions	
<i>"Contracting Entity"</i>	A "contracting entity" is an entity that contracts directly with a district to provide services to the district. <i>Education Code 22.0834(p)(1)</i>
<i>"Subcontracting Entity"</i>	A "subcontracting entity" is an entity that contracts with another entity that is not a district to provide services to a school district, open-enrollment charter school, or shared services arrangement. <i>Education Code 22.0834(p)(2)</i>
<i>"Service Contractor"</i>	A "service contractor" is an entity, including a government entity and an individual independent contractor, that contracts or agrees with a district by written agreement or verbal understanding to provide services through individuals who receive compensation. However, when conducting an investigation or intervention regarding an alleged crime or act of child abuse on a school campus, a law enforcement agency or the Department of Family and Protective Services is not a contracting entity, and the investigator or intervener is not a covered contract employee. <i>19 TAC 153.1101(10)</i>

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***"Continuing
Duties Related to
Contracted
Services"***

"Continuing duties related to contracted services" are work duties that are performed pursuant to a contract to provide services to a district on a regular, repeated basis rather than infrequently or one-time only. 19 TAC 153.1101(2)

***"Covered
Contract
Employee"***

A "covered contract employee" is an individual who:

1. Is employed or offered employment by a service contractor or a subcontractor of a service contractor, is an individual independent contractor of the district, or is an individual subcontractor of a service contractor;
2. Has or will have continuing duties related to the contracted services;
3. Has or will have direct contact with students; and
4. Is not a student of (or enrolled in) the district for which the services are performed.

19 TAC 153.1101(3)

***"Direct Contact
with Students"***

"Direct contact with students" is the contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. 19 TAC 153.1101(7)

Note: See DBAA for definitions and provisions regarding confidentiality, consumer credit reports, records retention, and criminal history record checks of employees.

**Contractors
Providing
Transportation
Services**

Except as provided below at COMMERCIAL TRANSPORTATION COMPANY, a district that contracts with a person for transportation services shall obtain from any law enforcement or criminal justice agency all criminal history record information that relates to a person employed by the person as a bus driver or a person the person intends to employ as a bus driver. A person who contracts with a district to provide transportation services shall submit to the district the name and other identification data required to obtain the criminal history record information of such persons. If a district obtains

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information that such a person has been convicted of a felony or a misdemeanor involving moral turpitude, the district shall inform the chief personnel officer of the person with whom the district has contracted, and the person may not employ that person to drive a bus on which students are transported without the permission of the board. *Education Code 22.084(a)-(b)*

Commercial
Transportation
Company

A commercial transportation company that contracts with a district to provide transportation services may obtain from any law enforcement or criminal justice agency all criminal history record information that relates to a person employed by the company as a bus driver, bus monitor, or bus aide, or a person the company intends to employ in one of these positions. If the company obtains criminal history record information indicating that a person it employs or intends to employ has been convicted of a felony or a misdemeanor involving moral turpitude, the company may not employ that person to drive or to serve as a bus monitor or bus aide on a bus on which students are transported without the permission of the board of the district. If the commercial transportation company obtains the criminal history record information, a district is not required to do the same. *Education Code 22.084(c)-(d)*