



FEDERAL CONSULTANT SERVICES CONTRACT

This Consultant Services Contract is made and entered into by and between the Region One Education Service Center, located in Edinburg, Texas 78541 and _____, (“Consultant”), located at _____, for Consultant to provide services to Region One ESC in accordance with the terms and conditions specified herein.

RECITALS

Region One ESC is a local governmental entity, established to promote education in Hidalgo County, Texas. Both Region One ESC and Consultant desire to set forth in writing the terms and conditions of their agreement. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

Article 1 Purpose

Region One ESC agrees to retain Consultant and Consultant agrees to provide services to Region One ESC as consultant and to perform the duties and all the necessary labor and resources needed to provide the services set forth in Article 3-*Scope of Work*. Consultant shall also perform such other related services and duties as are customarily performed by a consultant in a similar position.

Article 2 Term of Contract

This Contract is for services beginning _____, and ending _____ (“Term”). All Contract extensions shall be subject to the terms and conditions specified herein.

Article 3 Scope of Work

Exhibit A includes a detailed scope of work that sets out the services Consultant agrees to provide.

Article 4 Independent Contractor Status

It is the intention of the parties that Consultant be an independent contractor and not an employee, agent, joint venturer, or partner of Region One ESC. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Region One ESC and either Consultant or any employee or agent of Consultant.

Article 5 Texas Education Code Chapter 22

Will Consultant and/or his/her employees have direct unsupervised contact with students?
_____ (Yes/No) If yes, attach Addendum A or Addendum B AND Addendum C.

Article 6 Review of Progress

Consultant will work to meet all timelines mutually established by Consultant and Region One ESC. Region One ESC reserves the right to monitor the progress of Consultant.

Article 7 Changes & Amendments

During the Term of Contract (see Article 2), Region One ESC and Consultant reserve the right to make changes to the work the Consultant is required to provide pursuant to this Contract. This Contract may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated in this Contract. All such changes shall be made in writing and agreed to by both parties.

Article 8 Assignment

Neither this Contract nor any duties or obligations under it shall be assignable by Consultant without the prior written acknowledgment and authorization of Region One ESC.

Article 9 Compensation

The source of funding for this contract will be _____, _____, _____ from _____ (Federal, State or local) funds. Region One ESC will pay Consultant a daily rate of _____ for a maximum of _____ days in the amount not to exceed _____, plus usual and customary expenses including, but not limited to, hotel, meals, travel, and other business-related expenses. Region One ESC agrees to make payment to Consultant upon completion of the Contract and upon receipt of an invoice, along with IRS Form W-9. Region One ESC is Texas sales and use tax exempt and will not reimburse Consultant for any Texas sales taxes incurred by Consultant.

Article 10 Conflict of Interest

During the Term of Consultant's service to Region One ESC, Consultant shall not, directly or indirectly, whether for Consultant's own account or for or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by Region One ESC.

Article 11 Felony Conviction Notice

Contractor acknowledges receipt of the Felony Conviction Notice (see Exhibit D) and represents to Region One ESC that Contractor has accurately completed, executed and delivered the Notice to Region One ESC.

Contractor's failure to provide such notice shall result in a material breach of this Contract. Region One ESC may terminate this Contract with Contractor upon determination that Contractor failed to give notice as required by this Article and Felony Conviction Notice or that Contractor misrepresented the conduct resulting in the conviction as indicated on Felony Conviction Notice.

Article 12 Indemnity

Consultant shall protect, hold harmless, and indemnify Region One ESC from any and all claims, assessments, and suits of law or in equity, expenses, attorneys' fees, and damages arising from Consultant's acts or omissions in connection with the services described in this Contract.

Article 13 Non-Appropriation of Funds

The Term of this Contract is a commitment of Region One ESC current revenue only.

Article 14 Non-Exclusivity

Nothing in this Contract may be construed to imply that Consultant has the exclusive right to provide Region One ESC professional services. During the Term of this Contract, Region One ESC reserves the right to use all available resources to procure other professional services as needed and doing so will not violate any rights of Consultant.

Article 15 Performance

Consultant agrees that Consultant is not an employee of Region One ESC and is solely responsible for all social security, unemployment compensation and taxes, both State and Federal. Consultant further agrees that Consultant's services will be performed with reasonable care, skill, judgment, and experience and in a professional business-like manner, with no direct supervision from Region One ESC. If Consultant is unable to complete the work in this manner based on the mutually agreed upon time, Consultant shall notify Department Director in writing.

Article 16 Termination

Either party for any reason upon thirty (30) days written notice may terminate this Contract without cause. Region One ESC will be responsible for payment for services that have been accepted by Region One ESC up to the termination date.

Region One ESC may by written notice, terminate this Contract if Consultant has defaulted in whole or in part, refuses or fails to comply with the provisions of this Contract, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the services within the time period specified or any written extension thereof. In such event, Region One ESC may obtain comparable services elsewhere and either deduct the costs of obtaining such services from any amount owed Consultant or Consultant shall reimburse Region One ESC for such costs incurred by Region One ESC.

Article 17 Notice

Any notice provided under the Terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as to the address listed below Article 23 Invoices.

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

Article 18 Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Hidalgo County, Texas.

Article 19 Entire Agreement

This Contract is the sole agreement by which the above parties will abide relative to the purpose(s) of this Contract. The Contract, Exhibit A, and Scope of Work represent the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

Article 20 Severability

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Article 21 Debarment and Suspension

Pursuant to 7 C.F.R. 3017, during any period in which a person is suspended, debarred, proposed for debarment, ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency, that person shall be excluded from any and all work hereunder that is considered a covered transaction including, but not limited to, participation

in any Region One ESC Program or purchase of any goods or services from Region One ESC. Generally, work that is expected to equal or exceed the Federal procurement small purchase threshold as defined in 7 C.F.R. 3017.110 (currently \$100,000) is considered a covered transaction. With respect to work hereunder that is considered a covered transaction, Contractor agrees to comply with any and all requirements of 7 C.F.R. 3017 including, but not limited to, obtaining and/or providing the certification attached hereto as Exhibit C and providing immediate written notice upon discovery of any errors in a certification previously obtained and/or provided, as necessary for such compliance. Contractor acknowledges that, with respect to debarment and suspension, Federal law may impose additional, more specific, and/or more restrictive requirements for certain work hereunder that is considered a covered transaction; Contractor agrees to comply with any and all such requirements.

Article 22 Proposer/Vendor Certification Forms

_____ (Name of Contractor) agrees that the certifications and agreements included on the Region One ESC Vendor Certification Forms, attached hereto as Exhibit C and incorporated by reference in the _____ (type of contract) for all purposes, is true and correct.

Article 23 Invoices

Consultant is required to submit original invoices to the Region One ESC Business Office ATTN: Accounts Payable. The invoices can be mailed through the postal service to Region One ESC Business Office ATTN: Accounts Payable, 1900 W. Schunior St., Edinburg, Texas 78541 or emailed to accountspayable@esc1.net.

The invoice should include the following:

1. Date of invoice
2. Period of service (e.g. month of)
3. Invoice Number
4. Contact Information
5. Deliverables under the Contract
6. Certification of service provided through a signature by company representative

Failure to send the invoices to the Accounts Payable Office will delay payment. Contractor certifies that no work has been performed before the effective date of this Contract. Invoices submitted by Contractor for work performed prior to the effective date of the Contract may not be honored by Region One ESC, in Region One ESC's sole discretion.

In witness whereof, Region One ESC and Consultant have executed this Contract to be effective on the date specified in Term above:

(Printed Individual or Company Name)

By: _____
(Signature)

Name: _____

Title: _____

Address 1: _____

Address 2: _____

Phone: _____

Fax: _____

Email: _____

Region One Education Service Center

By: _____
(Signature)

(Date)

Dr. Cornelio Gonzalez

Executive Director

1900 W. Schunior

Edinburg, TX 78541

Phone: 956-984-6005

Fax: 956-984-7640

cgonzalez@esc1.net

EXHIBIT A: SCOPE OF WORK

Exhibit C

**REGION ONE EDUCATION SERVICE CENTER
PROPOSER/VENDOR CERTIFICATION FORMS**

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by Region One ESC for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Region One ESC, Region One ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by Region One ESC, Region One ESC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Region One ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Region One ESC believes, in its sole discretion that it is in the best interest

of Region One ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by Region One ESC as of the termination date if the contract is terminated for convenience of Region One ESC. Any award under this procurement process is not exclusive and Region One ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of Region One ESC.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by Region One ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?

YES _____ Initials of Authorized Representative of vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Region One ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of

mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by Region One ESC, the vendor certifies that during the term of an award for all contracts by Region One ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Region One ESC, the vendor certifies that during the term of an award for all contracts by Region One ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Region One ESC, the vendor certifies that during the term of an award for all contracts by Region One ESC

resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Region One ESC, the vendor certifies that during the term of an award for all contracts by Region One ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Region One ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by Region One ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –
2 CFR § 200.333**

When federal funds are expended by Region One ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by Region One ESC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Region One ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

Addendum A
Independent Consultant

Introduction: Texas Education Code Chapter 22 requires an independent consultant who provides services to a school district to submit to a criminal history review if the independent consultant will have continuing duties related to the contracted services and direct student contact. Each independent consultant must certify to the Center that the consultant has complied.

A covered independent consultant with a disqualifying criminal history is prohibited from serving at a school district or any Center workshop. The following offenses are disqualifying 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. The Center reserves the right to designate other convictions or other criminal history information as disqualifying.

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 the Center in writing within 3 business days if I am arrested or adjudicated for a disqualifying reason during the contract term.

I agree to provide the Center, upon request, my full name and any other requested information so that the Center may obtain my criminal history record information. I understand that the Center may terminate my services at any time if the Center determines, at its sole discretion, that my criminal history is not acceptable.

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

Print Name

Date

Signature

Addendum B Consultant Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Consultants must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions:

Covered employees: Employees of a consultant who have or will have continuing duties related to the service to be performed at the Center/District and have or will have direct contact with students. The Center will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the Center, 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.

On behalf of _____ ("Consultant"), I certify that [check one]:

None of the employees of Consultant are *covered employees*, as defined above. If this box is checked, I further certify that Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become *covered employees*. Consultant will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of the employees of Consultant are *covered employees*. If this box is checked, I further certify that:

- (1) Consultant has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If consultant receives information that a covered employee subsequently has a reported criminal history, Consultant will immediately remove the covered employee from contract duties and notify the Center in writing within 3 business days.
- (3) Upon request, Consultant will provide the Center with the name and any other requested information of covered employees so that the Center may obtain criminal history record information on the covered employees.
- (4) If the Center objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Consultant agrees to discontinue using that covered employee to provide services at the Center

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

Print Name

Date

Signature



Region One Education Service Center

1900 W. Schunior ♦ Edinburg, TX 78541 ♦ Phone (956) 984-6000 Fax (956) 984-7655

Cornelio Gonzalez, Ph.D.
Executive Director

CRIMINAL HISTORY INFORMATION REQUEST

Addendum C

Confidential

Region One Education Service Center is required by Texas Education Code Chapter 22, Subchapter C to review the criminal history of applicants, employees, independent contractors, student teachers, and certain volunteers. The information requested below is necessary to obtain criminal history record information.

Please print.

Name _____
Last First Middle

Date of birth _____ Driver's License _____

Mailing Address _____
Street City State Zip

Email Address _____

Sex: Male Female Ethnicity: Black White/Other

I understand that the information I am providing about age, sex, and ethnicity will not be used to determine eligibility for employment but will be used *solely* for the purpose of obtaining criminal history record information.*

Signature

Date