

**Interlocal Agreement
between Harris County Department of Education
& Goose Creek Consolidated ISD**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and Goose Creek Consolidated ISD, a local governmental entity and/or political subdivision (“LGE”), located in PO Box 30, Baytown, TX 77522, for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement 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:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
 - A. **HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.

B. LGE agrees to:

- Participate in any or all of the programs and services that HCDE offers, in LGE's sole discretion.
 - Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the

vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.

9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.
10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
 - By either Party, with or without cause, upon thirty (30) days' prior written notice;
 - By mutual written agreement of the Parties; or
 - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.
11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

Goose Creek Consolidated ISD("LGE")
Attn: Dr. Joe Rodriguez
Title: Superintendent of Schools
Address: PO Box 30
Baytown, TX 77522
Phone: 281-707-3667
Email: vicki.ashy@gccisd.net

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer

and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.

16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.
17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
 - Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Harris County Department of Education

By: _____
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____
Date: _____

Goose Creek Consolidated ISD

By: _____
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____
Date: _____

Type of Local Governmental Entity: School District

ADDENDUM TO SERVICES AGREEMENT FOR ADULT EDUCATION

THIS ADDENDUM to Master Agreement (“Addendum”) shall amend, supplement, modify, delete, and replace by substitution (or where applicable, be inserted as) the indicated provisions of the Agreement. Wherever the terms hereof are inconsistent with the Agreement, the terms hereof shall be controlling.

SUPPLEMENTARY TERMS OF AGREEMENT

1. Contract.

A. This Addendum between HCDE and ***INSERT NAME OF CONTRACTOR*** (“Contractor”) is entered into in support of the Texas Workforce Commission Grant Award Agreement for Adult Education and Literacy Service Provider Grant between the Texas Workforce Commission (“TWC”) and HCDE for the period of ***July 1, 2026 through June 30, 2027***. (“Prime Contract”). The TWC Award Numbers are ***2924ALA016 and 2924ALA042***.

B. The Parties agree that their performance under this Addendum shall comply with the requirements of the Prime Contract at all times and that, in the event of a conflict between this Addendum and the requirements of the Prime Contract, the requirements of the Prime Contract shall control.

C. Contractor agrees that the mutual obligations of the Parties created by the Prime Contract constitute a contract between Contractor and TWC with respect to the matters covered in the Prime Contract.

D. The Parties agree that the recitation of any provision of the Prime Contract in this Addendum, as required by the Prime Contract, shall in no way affect those provisions of the Prime Contract not recited herein or constitute a waiver thereof by either Party.

E. Contractor acknowledges that HCDE has entered into the Prime Contract with TWC, attached as Exhibit A, and incorporated by reference herein. Contractor shall strictly comply with all Prime Contract requirements and all applicable flow-down, referenced, and incorporated provisions therein and shall cooperate with HCDE in fulfillment of HCDE’s obligations under the Prime Contract. *See Exhibit A.* Federal grant funds will be used to pay for all or a portion of funds due under this Addendum. As such, if HCDE does not receive sufficient funding for the services provided in this Addendum or if TWC terminates, in whole or in part, or decreases the funding amount in the Prime Contract, HCDE may terminate this Addendum/Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor. Contractor’s completed HCDE Vendor Packet, including all federal certifications included therein, is incorporated herein by reference.

F. Definitions. As used in the clauses referenced below and otherwise in this Addendum:

1. “Work” means the doing of all things described in, and all tasks reasonably related to the work and services required by this Addendum, whether completed or partially completed, and includes all skill, labor, materials and supplies, resources, supervision, equipment, services, all things necessary, proper, or incidental to the carrying out and completion of the terms of this Addendum, and all other items of cost or value needed to perform and fulfill Contractor’s obligations under this Addendum.
2. “Government” means the federal government entity established by the United States Constitution, including any part or sub-part of the legislative, executive, or judicial branches thereof.

3. “Program Officer” means the TWC staff member responsible for monitoring the completion of Work and technical performance of the projects or activities described in the Program Narrative Statement.
4. “TWC Grants Officer” means the TWC official that has the full authority to negotiate, administer, and execute all terms and conditions of the Prime Contract in concurrence with the Program Officer.
5. “Data” means recorded information, regardless of form or the media on which it may be recorded.
6. “Research Data” means the recorded factual material (excluding physical objects, such as laboratory samples) commonly accepted in the scientific community as necessary to validate research findings, and excludes preliminary analyses; drafts of scientific papers; plans for future research; peer reviews; communications with colleagues; trade secrets; commercial information; materials necessary that a researcher must hold confidential until they are published, or similar information which is protected under law; and personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.
7. “Subcontractor” means a person or entity that has a direct contract with Contractor to perform a portion of the Work. The term “Subcontractor” is referred to throughout the Addendum as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a person or entity that has a direct contract with HCDE.
8. “Subcontract” means a direct contract between Contractor and a Subcontractor to perform a portion of the Work and does not include any contract to which HCDE is a party.
9. “Forced Labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
10. “Private Entity” means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25 and includes a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b), and a for-profit organization.
11. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at Section 103 of the Trafficking Victims Protection Act of 2000 (“TVPA”), as amended (22 U.S.C. § 7102).

2. Scope of Work.

Contractor will perform the Scope of Work outlined in Exhibit B.

3. Access to Records.

Contractor shall retain financial records, supporting documents, statistical records, and all other records pertinent to this Addendum for a period of no less than seven (7) years from the last day of the Term. The only exceptions to the aforementioned records retention requirements are the following:

1. If any litigation, claim, negotiation, dispute, or audit is started before the expiration of the seven-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven-year period, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.
2. Records for real property and equipment acquired with Federal funds shall be retained for three (3) years after final disposition and all other pending matters are closed if any litigation, claim, or audit is started before the expiration of the three-year period, as required by 2 CFR § 200.334.
3. The TWC Grants Officer may direct Contractor to transfer certain records to TWC custody when he or she determines that the records possess long term retention value. However, in order to avoid duplicate recordkeeping, the TWC Grants Officer may make arrangements for Contractor to retain any records that are continuously needed for joint use.

A. TWC, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of Contractor that are pertinent to this Addendum, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access provided for in this Addendum are not limited to the required retention period but shall last as long as the records are retained.

B. With respect to subcontracts under this Addendum, TWC shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending TWC funds. Contractor agrees to include in any subcontract made under this Addendum the requirements of this Article.

4. Copyright, Patent Rights, and Data Rights.

The Texas Workforce Commission and TWC reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state, federal or TWC purposes:

1. The copyright of all maps, data, reports, research, or other work developed under this Addendum; and
2. Any copyrights or rights to use copyrighted material which the ESC purchases with funding under this Addendum.

All data, reports and research developed under this Addendum shall become property of TWC. All such data and material shall be furnished to TWC upon request.

5. Trafficking in Persons.

A. As used in this Article, "Employee" means either: (1) an individual employed by Contractor or by a Subcontractor under this Addendum who is engaged in the performance of the Work under this Addendum; or (2) another person engaged in the performance of the Work under this Addendum and not compensated by Contractor or by a Subcontractor under this Addendum including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

B. If Contractor is a Private Entity, Contractor, an Employee of Contractor, a Subcontractor under this Addendum, and an Employee of a Subcontractor under this Addendum may not:

1. Engage in severe forms of trafficking in persons during the period of time that this Addendum is in effect;
2. Procure a commercial sex act during the period of time that this Addendum is in effect; or
3. Use forced labor in the performance of this Addendum or subcontracts under this Addendum.

C. HCDE may immediately and unilaterally terminate this Addendum, without penalty, if Contractor or a Subcontractor under this Addendum that is a Private Entity:

1. Is determined to have violated a prohibition in paragraph B of this Article; or
2. Has an employee who is determined to have violated a prohibition in paragraph B of this Article through conduct that is either:
 - a. Associated with performance under this Addendum; or
 - b. Imputed to Contractor or to a Subcontractor under this Addendum using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by the Department of Labor at 2 C.F.R. Part 2998.

D. If Contractor is other than a Private Entity, HCDE may immediately and unilaterally terminate this Addendum, without penalty, if a Subcontractor under this Addendum that is a Private Entity:

1. Is determined to have violated an applicable provision in paragraph B of this Article; or
2. Has an employee who is determined to have violated an applicable prohibition in paragraph B of this Article through conduct that is either:
 - a. Associated with performance under this Addendum; or
 - b. Imputed to a Subcontractor under this Addendum using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” as implemented by the Department of Labor at 2 C.F.R. Part 2998.

E. Regardless of whether Contractor and a Subcontractor under this Addendum is a Private Entity, Contractor and a Subcontractor under this Addendum must inform HCDE immediately of any information Contractor or a Subcontractor under this Addendum receives from any source alleging a violation of a prohibition in paragraph B of this Article.

F. HCDE’s right to terminate unilaterally under this Article:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)); and
2. Is in addition to all other remedies for noncompliance that are available to HCDE under this Addendum.

G. Contractor and a Subcontractor under this Addendum must include the requirements of paragraph B of this Article in any subcontract to this Addendum that Contractor or a Subcontractor under this Addendum makes with a Private Entity.

6. Nondiscrimination.

A. Contractor agrees not to discriminate against any of Contractor's employees or applicants for employment because of race, color, national origin, sex, religion, age, or handicap.

B. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352; 42 U.S.C. 2000d-1) and hereby assures HCDE of Contractor's compliance with Title VI of the Civil Rights Act of 1964. Contractor shall obtain from each organization that applies to be or serves as a Subcontractor under this Addendum (for other than the provision of commercially available supplies, materials, or equipment or general support services) an Assurance of Compliance with Title VI of the Civil Rights Act of 1964. Civil Rights Act assurances may be filed with Contractor in one of two ways:

1. By written notification that the appropriate Assurance of Compliance form has been executed and filed either with TWC or the U.S. Department of Health and Human Services; or
2. Contractor shall obtain assurances pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), from any Subcontractor under this Addendum by incorporating into the subcontract a provision that acceptance of the subcontract constitutes assurance.

C. Contractor agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) as implemented by the Department of Health and Human Service regulations at 45 CFR 90. In the event Contractor passes on TWC financial assistance to any Subcontractor under this Addendum, this provision shall apply to any such Subcontractor, and the instrument under which the Federal financial assistance is passed to any such Subcontractor shall contain a provision identical to this provision.

D. Contractor agrees to comply with all applicable laws, rules, and regulations, including without limitation, Title IX, Title VII, Clean Air Act, Federal Water Pollution Act, et al. Contractor further agrees to comply with E.O. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." In the event Contractor passes on TWC financial assistance to any Subcontractor under this Addendum, this provision shall apply to any such Subcontractor, and the instrument under which the Federal financial assistance is passed to any such Subcontractor shall contain a provision identical to this provision.

7. Changes & Amendments.

Contractor shall, at the request of HCDE, accept changes and amendments to this Addendum to incorporate additional provisions herein or to change provisions hereof, as HCDE may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract. If any such amendment to this Addendum causes an increase or decrease in the estimated cost of, or the time required for performance of any part of the Work under this Addendum, HCDE and Contractor will use their best efforts to mutually agree upon an equitable adjustment.

8. Debarment and Suspension.

Contractor agrees that any subcontract under this Addendum that is expected to equal or exceed \$25,000, or is otherwise covered under 2 CFR 180.220, shall not be made to parties listed on the Government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement

Executive Orders 12549 and 12689, “Debarment and Suspension.” The Excluded Parties List System 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.

9. Termination.

A. In the event that the Prime Contract is terminated, HCDE may immediately terminate this Addendum, by written notice to Contractor. Upon such termination, HCDE will be responsible for payment to Contractor of costs incurred prior to such termination only to the extent those costs are included in the final payment received by HCDE from TWC.

B. HCDE’s right to terminate under this Article is in addition to all other remedies for noncompliance that are available to HCDE under this Addendum or provided by law or equity.

C. If HCDE terminates this Addendum or the Agreement for any reason, HCDE shall provide written notice of termination to Contractor.

D. Contractor must submit a final invoice to HCDE within thirty days after the termination date.

10. No Third Party Beneficiary.

A third-party beneficiary is a person who, although not a party to the contract, stands to benefit from the contract’s performance. With the sole exception of the Government and TWC, neither this Addendum, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

11. Ownership/Protection of HCDE’s Confidential Information.

A. To assist Contractor in the performance of Contractor’s duties and Scope of Work, HCDE agrees to provide to Contractor training regarding HCDE’s business methods and access to certain confidential and proprietary information and materials belonging to HCDE and/or to vendors of HCDE and/or participants in HCDE’s programs or services (hereinafter “vendors and/or participants”). Such confidential and proprietary information and materials (collectively “Confidential Information”) includes, without limitation and regardless of whether such information or materials is expressly identified as confidential or proprietary, the following: proposals, employee information, customer lists, vendor lists and relationships, participant lists, marketing strategies, certain financial information relating to HCDE or vendors and/or participants; plans of HCDE or vendors and/or participants; and other trade secrets and valuable, confidential information of HCDE or vendors and/or participants.

B. Contractor understands and agrees that all Confidential Information and every portion thereof constitutes valuable property of HCDE and/or vendors and/or participants, and Contractor further acknowledges the importance of maintaining the security and confidentiality of the Confidential Information.

C. Contractor agrees to keep the Confidential Information, and all documentation, access, and information relating thereto, strictly confidential. Specifically, Contractor agrees that, except as required for the conduct of HCDE’s business or as expressly authorized in writing by HCDE, or as may be required by law or court order, Contractor:

- (1) will not disclose or provide access to Confidential Information to any third party;
- (2) will not copy Confidential Information for any reason;
- (3) will not remove Confidential Information from HCDE’s premises;

- (4) will return to HCDE all Confidential Information in Contractor's possession upon completion of any Work for HCDE requiring Contractor to have access to such Confidential Information; and
- (5) return to HCDE all Confidential Information upon the termination of Contractor's relationship with HCDE for any reason.

D. The terms and conditions of this Article shall survive the termination of this Addendum.

12. Compliance with Laws.

Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable, including those referenced in the Prime Contract. Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any HCDE vendor packet completed by Contractor, which is incorporated by reference herein.

Executed this _____ day of _____, 20_____.

Harris County Department of Education

By: _____
 Name: _____
 Title: _____
 Address: _____

 Phone: _____
 Email: _____
 Date: _____

Goose Creek Consolidated ISD

By: _____
 Name: _____
 Title: _____
 Address: _____

 Phone: _____
 Email: _____
 Date: _____

Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees

Background: Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with a school district to provide services to the school district (“Contractors”) and entities that contract with school district contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors/Subcontractors shall (1) complete this form certifying compliance with the requirements of Texas Education Code Chapter 22 to HCDE; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22.

Criminal history records will be obtained by either the Contractor/Subcontractor or HCDE, as follows:

- (1) Contractor/Subcontractor: The only Contractors/Subcontractors who will be granted access to obtain criminal history record information are those “qualified school contractors” that (1) contract or subcontract to provide services to HCDE; and (2) are determined eligible by the Texas Department of Public Safety (DPS) to obtain criminal history record information under the National Child Protection Act of 1993 (34 U.S.C. § 40101 *et seq.*) (NCPA), specifically, those contractors/subcontractors who provide “care or care placement services” and are based in Texas, for an employee, applicant for employment, or volunteer of the “qualified school contractor.” All “qualified school contractors” are required to obtain their covered employees’ criminal histories, certify compliance to HCDE, and obtain similar certifications from their subcontractors. Before or immediately after employing or securing the services of a person who is a “covered employee” (as defined below) the Contractor/Subcontractor shall send or ensure that the employee sends to DPS all information that is required by DPS for obtaining the person’s national criminal history record information, which may include (but is not limited to) a complete set of the person’s fingerprints and a recent electronic digital image photograph of the person, as required by DPS. DPS shall obtain the person’s national criminal history record information and report the results through the criminal history clearinghouse as provided by Texas Government Code 411.0845. For more information or to set up an account, Contractor/Subcontractor should contact the Texas Department of Public Safety’s Crime Records Service at 512.424.2474. Contractor/Subcontractor shall obtain all criminal history record information that relates to all covered employees through

the criminal history clearinghouse as provided by Texas Government Code 411.0845. In addition, Contractor/Subcontractor shall require that each of its subcontracting entities obtains all criminal history record information that relates to its covered employees, if the subcontracting entity is also a “qualified school contractor.” Contractor/Subcontractor shall: (1) provide HCDE with a fitness determination (as set forth below) as to each covered employee, based on all criminal history record information obtained; and (2) certify to HCDE that Contractor/Subcontractor has received all criminal history record information relating to a person who is employed by or under a current offer of employment by Contractor/Subcontractor.

- (2) HCDE: All Contractors/Subcontractors who are not “qualified school contractors” (in other words, all Contractors/Subcontractors who do not provide “care or care placement services” or are not based in Texas) are required to follow the instructions listed below, so that HCDE may obtain their covered employees’ criminal history record information, as applicable. Contractor/Subcontractor shall also require that any of its subcontracting entities that are not “qualified school contractors” follow the instructions listed below, so that HCDE may obtain their covered employees’ criminal history record information. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs. Should HCDE pay any costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees to reimburse HCDE for such costs; in the event Contractor fails to reimburse HCDE for the costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees that HCDE may deduct such costs from any payment due and owing by HCDE to Contractor.**

Definitions:

- Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. HCDE will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.
- Continuing duties related to contracted services: Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. *See* 19 Tex. Admin. Code §153.1101(2).
- Direct contact with students: 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. *See* 19 Tex. Admin. Code § 153.1101(7).

- Public Works Contractor: An entity that contracts directly or subcontracts with an entity that contracts with a school district to provide construction services to the school district.
- Exception for Certain Public Works Contractors' Employees and Applicants: The criminal history record information requirements outlined above do not apply to an employee or applicant for employment of a public works contractor (as defined above) if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed not later than the seventh (7th) day before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

Disqualifying criminal history:

- (1) a conviction or other criminal history information designated by HCDE; or (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: (a) conviction of a felony offense under Title 5, Texas Penal Code if at the time of the offense, the victim was under 18; (b) conviction of or placement on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) conviction of an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Types of Criminal History Record Information:

- National criminal history record information from the Texas Department of Public Safety criminal history clearinghouse. HCDE and/or Contractor/Subcontractor may obtain from any law enforcement or criminal justice agency all criminal history record information that relates to a covered employee.

On behalf of Goose Creek Consolidated ISD ("Contractor/Subcontractor"), I, the undersigned authorized signatory for Contractor/Subcontractor, certify to Harris County Department of Education ("HCDE") (and, in the case of a Subcontractor, certify to Contractor and HCDE) that:

Upon contract award and/or initiation of PO/contract from HCDE, the winning proposer/Contractor shall complete HCDE's "Contractor Criminal History Background Check Certification" form, providing the following information regarding each covered employee as required by DPS in order to provide criminal history record information, so that HCDE may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; (e) number assigned

to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph; (f) if the employee has ever been fingerprinted by a public school district in Texas (and if so, the name of the school district); and (g) the person's written consent to the release of his or her criminal history record information. Contractor/Subcontractor shall be solely responsible to send or ensure that each covered employee sends to DPS all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of the person's fingerprints and a recent electronic digital image photograph of the person.

If, during the term of the contract with HCDE, Contractor/Subcontractor employs additional covered employees or assigns new covered employees to perform services at HCDE, Contractor shall immediately notify HCDE and provide HCDE with all of the information listed in the preceding paragraph as to each additional covered employee, so that HCDE may obtain the additional covered employees' criminal history record information. If, during the term of the contract with HCDE, Contractor/Subcontractor ceases to employ a covered employee in connection with an HCDE contract, whose information was previously provided to HCDE, Contractor/Subcontractor shall immediately notify HCDE of the same and provide HCDE with each former covered employee's (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; and (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph, so that HCDE may unsubscribe from that individual's criminal history record.

If HCDE, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by HCDE through the procurement and/or contracting processes, Contractor/Subcontractor agrees to discontinue using that covered employee to provide services at HCDE.

HARRIS COUNTY DEPARTMENT OF EDUCATION

Ch. 22 Contractor/Subcontractor Certification Form under Section 13 of the contract

I also certify to HCDE (and, in the case of a Subcontractor, certify to Contractor and HCDE) on behalf of Contractor/Subcontractor that Contractor/Subcontractor has required its subcontractors to comply with Texas Education Code, Chapter 22 and obtained certifications from its subcontractors of such compliance. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Harris County Department of Education

By: _____
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____
Date: _____

Goose Creek Consolidated ISD

By: _____
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____
Date: _____

HCDE's "Texas Fingerprint Service Code Form"



IdentoGO
By MorphoTrust USA

Local Education Entities - Harris County Department of Education

Texas Fingerprint Service Code Form

Service Name: Local Education Entities - Harris County Department of Education

To schedule your ten-minute fingerprint appointment, simply visit
<https://uenroll.identogo.com> and enter the following Service Code

11FJ5N

When prompted, please provide or enter the following Agency Number

TX922641Z

Background Check Waiver

I certify that all information I provided in relation to this criminal history record check is true and accurate. I authorize the Texas Department of Public Safety (DPS) to access Texas and Federal criminal history record information that pertains to me and disseminate that information to the designated Authorized Agency or Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer, through the DPS Fingerprint-based Applicant Clearinghouse of Texas and as authorized by Texas Government Code Chapter 411 and any other applicable state or federal statute or policy.

I authorize the Texas Department of Public Safety to submit my fingerprints and other application information to the FBI for the purpose of comparing the submitted information to available records in order to identify other information that may be pertinent to the application. I authorize the FBI to disclose potentially pertinent information to the DPS during the processing of this application and for as long hereafter as may be relevant to the activity for which this application is being submitted. I understand that the FBI may also retain my fingerprints and other applicant information in the FBI's permanent collection of fingerprints and related information, where all such data will be subject to comparisons against other submissions received by the FBI and to further disseminations by the FBI as may be authorized under the Privacy Act of 1974 (5 USC 552a). I understand my fingerprints will be searched by and against civil, criminal and latent fingerprints in the Next Generation Identification (NGI) system. I understand I am entitled to obtain a copy of any criminal history record check and challenge the accuracy and completeness of the information before a final determination is made by the Qualified Entity. I also understand the Qualified Entity may deny me access to children, the elderly, or individuals with disabilities until the criminal history record check is completed. If a need arises to challenge the FBI record response, you may contact the agency that submitted the information to the FBI, or you may send a written challenge request to the FBI's Criminal Justice Information Services (CJIS) Division at FBI CJIS Division, Attention: Correspondence Group, 1000 Custer Hollow Road, Clarksburg, WV 26306.



Don't have access to the Internet? You can still schedule an appointment by calling 888.467.2080