

**PURCHASING
ACKNOWLEDGEMENT and
ROUTING FORM**



Route contract to Buyer listed below:

Purchase Order Number
To be completed by Purchasing upon approval

Originator

Name: Michael Smith

Phone: X8702

Date

Originated: 12-7-2023

Requisition #: _____

Board File #: 11.13.23 Item 9C

Coop #: _____

Department: <u>Finance</u>								CONTRACTOR NAME: <u>Robert Half International</u>
								ADDRESS: <u>2613 Camino Ramon</u>
								CITY, STATE, ZIP: <u>San Ramon, CA 94583</u>
FUND	FUNC	OBJECT	SUB	ORG	PIC	OP1	OP2	CONTACT: <u>Ryan McKitrick</u>
199	41	6299	00	734	99	0	34	PHONE #: <u>925-913-1000</u>
								VENDOR ID#: <u>25034</u>

**DESCRIPTION OF SERVICES TO BE RENDERED
(BE SPECIFIC)**

DeSoto ISD will utilize the services of Robert Half International to provide a candidate to perform services in assisting DeSoto ISD Communication department in multi-media marketing support.

CONTRACT DATES: 12/11/23-6/30/24

CONTRACT AMOUNT: Not to exceed \$70,000

ACKNOWLEDGMENT SIGNATURES

Tiffanie Blackmon Jones		<u>12.07.23</u>
Chief -Comm. Officer – Printed Name Route to:	Chief Comm. Officer - Signature	DATE
Michael Smith		<u>12-7-23</u>
PURCHASING MGR. – Printed Name Route to:	PURCHASING MGR. – Signature	DATE
Saundra Scott		<u>12/7/23</u>
DIR. BUS. OPERATION – Printed Name Route to:	DIR. BUS. OPERATIONS – Signature	DATE
Dr. Usamah Rodgers		<u>12/11/23</u>
SUPERINTENDENT – Printed Name	SUPERINTENDENT – Signature	DATE



Meeting Type	Regular - Data	Meeting Date	11/13/23
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Policy Reference:	CH (LOCAL)
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Related Board Goal:	Goals 1-4
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Recommendation:	Approve as Submitted
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Consideration and Possible Approval of Contracted Services - Communications	<p>Justification:</p> <p>With recent staffing transitions, the Communications, Marketing, and Engagement department has a great deal of work to resolve under marketing and content development to support the district's business goals related to enrollment development and retention of students and staff. The marketing and content development work is also a means to extend and clarify awareness regarding district news and development.</p> <p>Given budgetary constraints, and the cost associated with hiring and restaffing roles, it is recommended that the Board approve the reclassified use of salary remaining from a vacated role to support the cost of contracted support to create a continuum of marketing and content development for the district. To do this, the district has enlisted an external creative staffing agency to provide contracted support through the Choice Partners agreement.</p>
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Funding	Cost:	<input type="checkbox"/> N/A	not to exceed \$70,000
	Funding Source:	199-41-6299-00-734-99-0-34	
	Currently Budgeted	Yes	

Vendor	Robert Half
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Does this item require a Competitive Bid	No
Purchasing Mechanism	Cooperative - Choice Partners
Contract Term	through June 30, 2024
Finance Department Review By	<input type="checkbox"/> N/A <i>Bessye Adams</i>

Contact Information

Name	Tiffanie Blackmon-Jones	Title	Chief Communications Officer
Department	Communications, Marketing and Engagement	Phone #	972.223.6666 ext. 8414

Legal Review	Yes	Date	<input type="checkbox"/> N/A 10/4/23
Department Review	<i>[Signature]</i>		
District Approval	Dr. Silvia E. Martinez	Digitally signed by Dr. Silvia E. Martinez Date: 2023.11.10 14:37:23 -06'00'	

CONTRACTOR/CONSULTANT SERVICE CONTRACT

The DeSoto Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located within DeSoto, Dallas County, Texas (hereinafter referred to as the "District") and the individual, contractor, or consultant defined below (hereinafter referred to as "Consultant" or "Contractor"), agree that the District will engage Contractor to provide services, in accordance with Contractor's August 18, 2021, contract with Harris County Department of Education ("HCDE/CP") Contract No. 21/063SG, as amended ("Master Agreement") which terms and conditions are incorporated herein and pursuant to the terms and conditions specified below. The "parties" will hereinafter refer to the District and Contractor collectively. "Agreement" or "Contract" will refer to this document and include only the terms and conditions found herein, collectively, with the terms and conditions in the Master Agreement. The parties intend that this Agreement satisfy the requirement for a supplemental contract in accordance with the Master Agreement. Any future changes to this Agreement must be executed in writing and signed by the parties.

Individual/Firm Name: Robert Half Inc. doing business through, and this Agreement and the obligations hereunder are limited to, its administrative & customer support, finance & accounting, management resources, technology, legal (non-attorney candidates only), and marketing & creative contract talent practice groups

Address #1: 2613 Camino Ramon

Address #2 San Ramon CA 94583

1. SERVICES

1.1. Contractor will perform in a manner satisfactory to the District, the following professional staffing services. Services are deemed satisfactorily performed based upon approval of hours in the timekeeping system. The District's terms and conditions in this Agreement will govern if there is a conflict between the terms of this Agreement and any terms or conditions inserted in Contractor's proposal or Scope of Work or the District's purchase order or other terms and conditions.

Contractor will provide candidates to assist with multimedia marketing support to DeSoto Independent School District.

1.2. Unless discontinued earlier by the District, or mutually agreed to by both parties, the services are to be performed at the following times and places:

Times and date of performance will vary by assignment.

1.3. Contractor will be responsible for providing staffing services for the following, pursuant to the terms in this Agreement. All services provided by Contractor under this Agreement shall be memorialized in a writing specifying the candidate's name, start date, and bill rate which Contractor will send to the District when Contractor provides services.

Multi Media content support staff as each is directed and overseen by the District.

1.4. The District shall supervise personnel providing services to the District. The District shall not permit or require personnel (i) to perform services outside of the scope of personnel's assignment; (ii) to sign contracts or statements; (iii) to make any management decisions; (iv) to make any final decisions regarding system design, software development, or the acquisition of hardware or

software; (v) to sign, endorse, wire, transport, or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vi) to use computers, or other electronic devices, software, or network equipment owned or licensed by personnel; (vii) to operate machinery (other than office machines) or automotive equipment. Since Contractor is not a professional accounting firm, the District agrees that the District will not permit or require personnel (a) to render an opinion on behalf of Contractor or on the District's behalf regarding financial statements; (b) to sign the name of Contractor on any document; or (c) to sign their own names on financial statements or tax returns. To ensure the safety of potentially vulnerable individuals on the District's premises, the District agrees not to permit Contractor personnel to have unsupervised or unmonitored contact with (1) minors or (2) adults who are under the District's care, custody or supervision because of mental health impairments. If any assignment under the Agreement is for work to be performed under a government contract or subcontract, the District will notify Contractor immediately (1) of any obligations in the government contract or sub-contract relating to wages, and (2) if Contractor is legally required to initiate E-Verify verification procedures for any Contractor personnel. Contractor reserves the right to re-assign any personnel. It is understood that the District has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to the District's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, personnel working on the District's premises.

2. **TERM**

2.1. The period of performance under this Agreement will be from November 13, 2023 or date of execution, whichever is later, through June 30, 2024, unless terminated at an earlier date as provided herein or extended by amendment to this Agreement.

3. **COMPENSATION**

3.1. As compensation for the services provided, the District will make payment in an amount **NOT TO EXCEED \$70,000.00**, inclusive of all fees and allowable expenses. Notwithstanding anything to the contrary in this Agreement, Contractor may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if Contractor continued to provide services after the Not-to-Exceed Amount was reached). Compensation for services rendered must be based on the rates in the Master Agreement.

3.2. Contractor will invoice the District weekly for the total hours worked. The District will then issue a Purchase Order (each a "PO") for each placement, in accordance with the Master Agreement. In the event of conflict between the terms of this Agreement and the PO, this Agreement shall prevail. If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.

3.3. District shall not pay Consultant or Contractor travel expenses.

3.4. No payment in advance of or in anticipation of services to be provided under this Agreement will be made by District with the exception of a deposit amount required by Consultant or Contractor upon mutual agreement of parties.

- 3.5. In no event will the cost to the District for the services to be provided, including Reimbursable Expenses, exceed the maximum **NOT TO EXCEED** amount set forth in Section 3.1. The fees due under Agreement will be calculated in accordance with Section 8.1 in the event either party terminates this Agreement prior to the expiration date.
- 3.6. Contractor shall be paid upon presentation of an invoice that includes, but is not limited to, the professional service(s) provided, the date(s) of service, and the location(s) of service. **All payments to Contractor shall be net 30 days from the receipt of the invoice.**
- 3.7. This contract is / is not funded through federal grant funds (federal and state grants including entitlement funds). Fund: 199-41-6299-00-734-99-0-34
- 3.8. During the term of the Agreement and for a period of twelve (12) months following the termination or expiration thereof, neither Party shall directly or indirectly solicit or recruit or encourage any of the other Party's employees, nor shall either Party encourage any of the other Party's employees to terminate their then-current employment. Nothing in this Section, however, is intended to restrict in any way the right of either party to solicit generally in the media for personnel or restrict employees of either Party from pursuing, on their own initiative, employment opportunities with the other Party.

4. **INDEMNIFICATION**

- 4.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES, (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM, AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL, OR TORTIOUS ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR TO PROVIDE SERVICES TO THE DISTRICT UNDER THIS AGREEMENT (COLLECTIVELY, "THE LIABILITIES").
- 4.2. CONTRACTOR MUST PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS, AND LOSSES, ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY CONTRACTOR, OR BY THE DISTRICT AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, THE DISTRICT MUST PROMPTLY NOTIFY CONTRACTOR, AND CONTRACTOR MUST BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF THE DISTRICT'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, THE DISTRICT AGREES TO COOPERATE REASONABLY WITH CONTRACTOR, AND PARTIES MUST BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.
- 4.3. It is understood and agreed that this provision is subject to, and expressly limited by, the applicable terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. §§ 130.001-131.005, as amended. This section must survive the termination of Agreement.

- 4.4. Contractor understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.
- 4.5. Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable for, or have any duty of indemnification with respect to any acts or omissions of the District.

5. DISTRICT'S OBLIGATIONS UNDER STATE AND FEDERAL LAW

- 5.1. Contractor acknowledges that the District is subject to the Texas Public Information Act ("TPIA"). As such, upon receipt of a request under the TPIA, the District may be required to release documents to the requestor. Contractor agrees to fully cooperate with the District in responding to public information requests involving this Agreement or the services provided herein to the extent permitted by applicable law. Contractor acknowledges that it has the responsibility to brief the Attorney General's Office on why Contractor's documents identified as confidential or proprietary fall within an exception to public disclosure.
- 5.2. Contractor acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act ("FERPA"). Contractor will receive student information from the District in compliance with the requirements and exceptions outlined in FERPA. Contractor acknowledges and agrees to comply with said law and safeguard student information. Contractor may not redisclose student information to a third party without prior written consent from the parent or eligible student. Furthermore, Contractor must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement.

6. LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE

- 6.1. Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. The District will have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without the District incurring any liability to Contractor as a result of such termination, including early termination charges. If District terminates this Agreement pursuant to this paragraph, Contractor will have the right to collect and retain payment for services rendered to the District through termination date but will not be entitled to any early termination charges.

7. SPECIAL CONDITIONS

7.1. Standards for Financial and Programmatic Management

- 7.1.1. The District will have the right to inspect and audit Contractor's billing records and to observe services being rendered. Contractor must provide access to all billing-related records, reports, logs, or other matters relating to this Contract for the current school year immediately upon request by the District. Fiscal records created pursuant to this Contract and records related to prior school years relating to services provided pursuant to this Contract must be maintained by Contractor for five (5) years and must be available for audit

upon twenty-four (24) hours' notice. Contractor must not attempt to, purport to, or actually lend the faith and credit of the District to any third person or entity.

7.1.2. Upon request by the District, Contractor must furnish to the District copies of the current résumés of each of its employees providing services pursuant to this Agreement.

7.2. Insurance

7.2.1. At all times during the Contract Term, Contractor must, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the State of Texas, with a general Best's rating of "A" or better according to the A.M. Best Rating Guide and acceptable to the District, the following types of insurance:

a. **Commercial General Liability Insurance:** Contractor must maintain throughout the term of this Contract Commercial General Liability Insurance for bodily injury and property damage arising from Contractor's services to be performed pursuant to this Contract on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured. The policy must also be written as a primary policy which does not contribute to any policies which may be carried by the District.

Class C Risk—jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00.

Bodily Injury \$500,000.00 combined single limits

Property Damage \$1,000,000.00 aggregate

Class D Risk—large construction or service contracts above \$3,000,000.00.

Bodily Injury \$1,000,000.00 combined single limits

Property Damage \$2,000,000.00 aggregate

b. **Automobile Liability Insurance:** If driving is integral to the services to be performed, Contractor must maintain in force throughout the term of this Contract comprehensive Automobile Liability Insurance covering Contractor and the District against all claims for injuries to members of the public and damage to the property of others arising from the use of motor vehicles, and must cover the operation of all motor vehicles, whether they are owned, non-owned, or hired. The liability coverage must not be less than \$1,000,000.00 combined single limit.

c. **Workers' Compensation/Employers' Liability:** Contractor shall carry Workers' Compensation/Employers' Liability Insurance in amounts sufficient to meet the requirements of the State of Texas, without restrictive endorsements. In addition to coverage for the Texas Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law.

d. **Professional Liability Insurance:** The Professional Liability Insurance provided by Contractor must conform to the following requirements:

- Contractor's Professional Liability Insurance must be in a form acceptable to the District and must cover those sources of liability typically insured by a Professional Liability Insurance, arising out of the rendering or failure to render professional services in the performance of this Agreement, including all provisions of indemnification which are part of this Agreement.
- If on a claims-made basis, Contractor must maintain without interruption, the Professional Liability Insurance until three (3) years after the termination of this Agreement.
- The minimum limits to be maintained by the Contractor are, as follows:

Class C Risk—for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00 the minimum limits must be \$1,000,000.00 per claim/annual aggregate.

Class D Risk—for large construction or service contracts above \$3,000,000.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.

- e. **Umbrella Insurance Policy:** Contractor must maintain throughout the term of this Contract an Umbrella Liability Policy to provide additional commercial general liability, automobile liability, and professional liability limits for services to be performed pursuant to this Contract on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured.

Class C Risk—for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00, the minimum limits must be \$1,000,000.00 per claim/annual aggregate.

Class D Risk—for large construction or service contracts above \$3,000,001.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.

- 7.2.2. Each insurance policy (excluding the professional liability policy) evidencing the insurance required hereunder must bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the District and its students by reason of any payment under such policy and must provide that such insurance carriers must notify the District in writing at least thirty (30) days prior to any cancellation (except for non-payment, in which case notice shall be ten (10) days), or termination to Contractor's Policy(ies) required under this Agreement.

- 7.2.3. Upon District's request, Contractor must furnish the District with certificates of insurance evidencing Contractor's insurance coverage is consistent with the terms of this Agreement. Contractor must renew or replace Certificates of Insurance no less than thirty (30) days prior to cancellation, termination, or modification. Failure to obtain the necessary coverage must be a material breach of this agreement and the District may terminate this agreement without further liability to Contractor. Additionally, Contractor must be liable to the District for any and all damages incurred due to Contractor's failure to perform the agreement terms. Contractor must name the District as an additional insured in accordance with Section 7.2.1(a).

7.3. Student Records (Not Applicable)

7.4. Criminal Background Check

- 7.4.1.** Contractor must conduct a criminal background check of its employees and volunteers, and, upon receipt of those checks, certify to the District that no employee or volunteer of Contractor working with the students of the District has a conviction for a felony, a crime against people, an offense that poses a risk to children, a job-related crime, repeated arrests, or any other criminal activity judged by the District to be inappropriate for someone working with its students. Contractor must supply the District with a list of names of those employees or volunteers who are cleared to work with students of the District. The cost of the criminal background check will be borne by Contractor. If Contractor is the person, owner, or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to the District with this Agreement showing compliance.
- 7.4.2.** Contractor must certify to the District before beginning work, and at no less than an annual basis thereafter, that criminal history record information has been obtained regarding all employees and volunteers working with students of the District. Contractor must immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present. District must be the final judge of what constitutes a "location where students are regularly present."
- 7.4.3.** Contractor agrees that its employees and volunteers will not work with the District's students prior to the receipt of acceptable results of the employees' or volunteers' criminal background check.
- 7.4.4.** Contractor must give notice to the District prior to performing services under this Contract if Contractor or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction. The District may terminate this Contract if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. Subsection 7.4.4 does not apply to a publicly held corporation.
- 7.4.5.** The District agrees to communicate with Contractor about any anticipated contact with students prior to the start of a placement so Contractor can evaluate whether Contractor can staff the position. In complete satisfaction of Contractor's obligations to perform background checks in this Agreement, including but not limited to, Section 7.4 and the attached Criminal Background Check and Felony Conviction Notification, Contractor shall perform the following background checks, in accordance with the Master Agreement: to the extent permitted by applicable law, Contractor will have a third party vendor (a) perform a Social Security Number verification; (b) perform a seven-year criminal background investigation for all (i) statewide felony convictions and pending charges, and (ii) statewide misdemeanor convictions and pending charges involving crimes of dishonesty or violence, in each county where Contractor's employee has resided or worked in the U.S. in the last seven years as stated on Contractor's personnel's application; (c) perform a seven-year criminal background investigation by having the third party perform a search of its private database of U.S. national criminal records searching for felony convictions and misdemeanor convictions for crimes of dishonesty or violence. The District understands and agrees that the third party vendor's database of U.S. national criminal records (i) is maintained by the third

party vendor and not a governmental entity, (ii) is an incomplete aggregation of criminal records, and (iii) will not reveal or identify all criminal convictions; and (d) verify that Contractor's employee's name does not appear on the National Sex Offender Public Registry maintained by the Department of Justice. Additionally, Contractor shall re-check the screenings in section (b) above on an annual basis. If the District requests a copy of the results of any checks conducted on Contractor's employee, the District agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

7.5. Inappropriate Behavior

- 7.5.1.** Sexual harassment of employees of Contractor, employees of District, or students of District by Contractor or Contractor's employees is strictly forbidden. Any employee of Contractor who is found to have engaged in such conduct is subject to immediate removal from District property.
- 7.5.2.** Contractor shall direct all individuals under its control who are performing services for the District under this Agreement to comply with District Board Policies, specifically with Board policy DIA regarding the prohibition of discrimination and harassment found here: <https://pol.tasb.org/PolicyOnline/PolicyDetails?key=362&code=DIA#legalTabContent>, and Board policy DH regarding standards of conduct found here: <https://pol.tasb.org/PolicyOnline/PolicyDetails?key=362&code=DH#legalTabContent>. The District agrees to provide to Contractor or its employee with the specific and applicable policies and/or trainings on the District's policies that are applicable to, and required for, Contractor's employees working for the District prior to the start date for an assignment. In the event that Contractor or an individual under its control violate a District Board Policy, the District may terminate this Contract without penalty, or otherwise require Contractor to exclude the violating individual from performing services under this Agreement.
- 7.5.3.** Subject to the restrictions and District's obligations in section 1.4, Contractor will be responsible to the District for acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of Contractor. It is understood and agreed that the relationship of Contractor to District will be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the District, or (2) to create any partnership, joint venture, or other association between District and Contractor. Any direction or instruction by any of the District's authorized representatives in respect to the work being done under this Agreement will relate to the results the District desires to obtain from Contractor and must not affect Contractor's independent contractor status described herein.
- 7.5.4.** Contractor must direct its employees performing services under this Agreement to comply with the District's alcohol-free, drug-free, tobacco-free, harassment-free, and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees and subcontractors performing services under the Agreement. Contractor must also instruct its employees performing services under this Agreement to comply with the District's requirement for adequate and appropriate dress and identification of Contractor's employees and subcontractors carrying out work on Client's premises under this Agreement. When the goods or services contracted for are to be provided at a District campus or facility where students are present, Contractor must instruct its employees that

no on-site fraternization will occur between Contractor's employees and District's students, employees, or the general public. Failure of an individual to adhere to these standards of conduct will result in immediate removal from the site.

7.6. Applicable Laws

7.6.1. Contractor agrees to be bound by any amendments to any Federal, State, or County laws, regulations, or ordinances referenced in this Contract that are applicable to Contractor, or which apply to the services described herein upon the effective date of such amendments.

8. MISCELLANEOUS

- 8.1. Termination.** Either party may terminate this Agreement at any time, with or without cause. In the event of termination by either party prior to completion of the contract, compensation for services shall be prorated on the basis of actual work performed by Contractor. Contractor shall only be entitled to receive just and equitable compensation for any satisfactory work completed, and expenses incurred up to the date of termination. Services are deemed satisfactorily performed based upon approval of hours in the timekeeping system.
- 8.2. Credentials.** In the event that this Agreement is for Professional Services, Contractor agrees that all required certifications, licensures, and credentials will be maintained at all times.
- 8.3. Conflict of Interest.** Contractor, by signing this Agreement, certifies that Contractor does not have a conflict of interest relative to the services to be rendered on behalf of the District.
- 8.4. Confidentiality.** Contractor further agrees to direct its employees performing services under this Agreement not to divulge any proprietary or confidential information to any person without written authorization from the District. For purposes of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), Contractor agrees to direct its employees performing services under this Agreement to comply with all relevant confidentiality requirements regarding a student's personally identifiable information and individually identifiable health information including entering into any additional agreements related to the care and confidentiality of such information.
- 8.5. Proprietary Rights.** With the exception of previously registered copyright or trademark materials of Contractor, Contractor agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, will remain the property of the District and must not be used or published by Contractor or any other party related to Contractor without the express prior written consent of the District. Furthermore, Contractor understands that products produced as a result of this contract are the sole property of the District and may be reused by the District at any time without further compensation and without any restrictions.
- 8.6. Independent Contractor.** It is expressly understood and agreed by both parties that the District is contracting with Contractor as an independent contractor. Each party and the officers, employees, agents, subcontractors, or other Contractors thereof will not be deemed by virtue of this contract to be the officers, agents, or employees of the other party. The District will not deduct Federal income taxes, FICA (Social Security), or any other taxes an employer is required to deduct, as this is the responsibility of Contractor.

- 8.7. Taxes.** If the District provides Contractor with the appropriate exemption certificate, Contractor must not require the District to pay taxes of any kind.
- 8.8. Insurance.** Contractor must carry and maintain such professional liability and errors and omissions insurance covering the services provided under this Agreement, in accordance with Section 7.2. The fees for such insurance will be at the expense of Contractor.
- 8.9. Hold Harmless.** The District and its employees can neither agree to hold Contractor harmless nor agree to indemnify Contractor, and any contracts or provisions to the contrary are void.
- 8.10. Waivers.** The parties expressly agree that no provision of this agreement is in any way intended to constitute a waiver by the District of any immunities from suit or from liability that the District may have by operation of state or federal law. A waiver by either of the parties of any of the covenants, conditions, or agreements hereof to be performed by the other party must not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.
- 8.11. Assignment.** The rights, responsibilities, and duties under this contract are personal to Contractor and must not be transferred or assigned without the express prior written approval of the District.
- 8.12. Non-Discrimination.** Contractor certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category. Notwithstanding the foregoing, Contractor does not, and is not required to, track applicant data such as race or gender.
- 8.13. Purchase Order.** The District is not obligated to honor the terms and conditions of this agreement until a valid purchase order is issued. The parties agree that the only terms applicable to the services provided hereunder are those contained within this Agreement, and any additional or conflicting terms in a purchase order or similar are expressly rejected.
- 8.14. Boycott Israel.** Pursuant to Texas Government Code § 2271.002, to the extent that Contractor and any of its subcontractors are not sole proprietorships, have greater than ten (10) employees, and this Agreement is for an excess of \$100,000.00, Contractor and any subcontractors must not boycott Israel, and must agree not to boycott Israel during the term of the Contract.
- 8.15. Anti-Terrorism.** Pursuant to Texas Government Code § 2252.152, the District is prohibited from contracting with terrorist organizations as identified on a list published and maintained by the Texas Comptroller of Public Accounts. By signing this Agreement, Contractor affirms it does not support any of the listed terrorist organizations at the time of signing and agrees not to support any of the listed terrorist organizations at any time during the Agreement's term.
- 8.16. Retention of Contracting Information.** Pursuant to District Board Policy CPC(LEGAL), the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the Contractor agrees that the Agreement may be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter that is applicable to Contractor's services.
- 8.17. Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by and enforced under the laws of the State of Texas. The parties here agree that venue must be in Dallas County, Texas.

- 8.18. Alternative Dispute Resolution.** Claims and disputes associated with this Agreement will not be resolved by arbitration or other alternative dispute resolution processes unless court ordered or otherwise mutually agreed to in writing by both parties.
- 8.19. Entire Agreement Modifications.** All oral or written agreements between the parties hereto relating to the subject matter of this agreement have been reduced to writing and are contained herein. This Agreement supersedes all prior agreements, written or oral, between Contractor and District and must constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions must be binding upon the parties and may not be waived, modified, amended, or altered except by a written amendment signed by District and Contractor.
- 8.20. Binding Effect.** This Agreement must be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- 8.21. Captions.** The captions of paragraphs in this Agreement are for convenience only and must not be considered or referred to in resolving questions of interpretation or construction.
- 8.22. Severability.** In case any provision hereof will, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability must not affect any other provision hereof, and this Agreement must be construed as if such invalid or unenforceable provision had not been included herein.
- 8.23. Force Majeure.** Neither party will be liable to the other party hereunder or in default under this Contract for failures of performance resulting from acts or events beyond the reasonable control of such party including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
- 8.24. Deliverables.** Notwithstanding any language in this Agreement to the contrary (including any references to fixed-price, deliverables, acceptance of deliverables, or milestones), Contractor shall be compensated on a time and materials basis only. Contractor provides contract talent solutions and does not provide deliverables.
- 8.25. Notice.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement must be in writing and must be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

8.25.1. To District: DeSoto Independent School District

Name of District Contact: Bessye Adams, Controller

Address: 200 E. Belt Line Rd.

DeSoto, Texas 75115

With Copies to: Tiffanie Blackmon-Jones

200 E. Belt Line Rd.

DeSoto, Texas 75115

8.25.2. To Contractor:

Contractor Firm Name: Robert Half Inc.
Name of Vendor Contact: Attn: Contracts Manager, SA
Address: 2613 Camino Ramon
San Ramon, CA 94583

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ELECTRONIC SIGNATURE

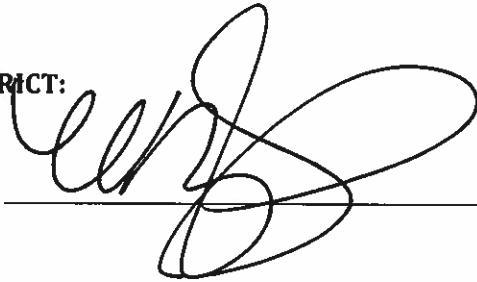
The parties agree here to execute this Agreement either in writing or by electronic signature. Pursuant to the Texas Business & Commerce Code Ann., §322.007, an electronic signature of this Agreement satisfies the legal requirements of signatures by the parties.

In witness of the Agreement above, the Board of Education of the DeSoto Independent School District and Contractor, acting by their duly assigned and authorized representatives, have executed this Agreement to be effective as of the latest date on which it is signed by the authorized representatives of the parties.

BY SIGNING, THE PARTIES AGREE UNDER PENALTY OF PERJURY UNDER THE LAWS OF TEXAS THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

FOR DISTRICT:

Signed:



Name:

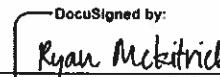
Title:

Date:

Req. #:

FOR CONTRACTOR:

Signed:

DocuSigned by:


Name:

RYAN MCKITTRICK

Title: VP, Strategic Accounts

Date: 11/15/2023

SUPERINTENDENT APPROVAL

Signed:



Dr. Usamah Rodgers

Superintendent of Schools

Date:

Business Organization: (Check one)

Corporation

Partnership

Individual/Sole Proprietor

Limited Liability Company (LLC)

Other Entity Type:

APPROVED AS TO FORM:

Signed:


Legal Counsel for District

Date:

Contractor Employer ID #:



December 5, 2023

Bessye Adams, Controller
DeSoto Independent School District
200 E. Belt Line Rd.
DeSoto, TX 75115

Dear Bessye,

Thank you for selecting Robert Half Inc. ("Contractor") to meet your contract talent needs. We look forward to working with DeSoto Independent School District ("District" or "you"). The purpose of this letter is to confirm and describe the scope of the pre-assignment background screenings we will perform on professionals assigned to the District under our Master Services Agreement (the "Agreement").

In complete satisfaction of the background check requirements in the Agreement, including, but not limited to the SB 9 Contractor Certification Form, where applicable, before assigning each professional to the District and to the extent permitted by applicable law, Contractor will have its third-party vendor screen contract talent solely by performing the checks listed in the Agreement at Section 7.4.5. Contractor will review the information revealed by any background checks or screenings and determine professional's eligibility for jobs in accordance with applicable law.

To the extent the District runs background checks on Contractor's employees, the District represents and warrants that the District will do so in accordance with applicable law and that the District will keep and use such results, and determine Contractor's employee's eligibility for jobs, in accordance with applicable law and solely for employment purposes. Further, the District will provide Contractor with sufficient notice (to include a statement that Contractor's employee is not eligible and a copy of the background check report in accordance with applicable law) to permit Contractor to carry out the Pre-Adverse Action (PAA) and Adverse Action (AA) process prior to declining a placement based the results of the background check.

Furthermore, in satisfaction of its obligations in Section 7.5.2, Contractor shall direct all professionals to review and acknowledge the District's policies attached here prior to placement with the District. The District shall inform Contractor if these policies are updated or revised.

Please contact me as soon as possible if you have any questions or concerns about the contents of this letter or if you believe the terms and conditions described in this letter do not reflect the parties' Agreement. Otherwise, by receipt of this letter you acknowledge that the terms and conditions herein correctly reflect our Agreement.

We appreciate your business and look forward to working with you.

Sincerely,
Ryan McKitrick
Vice President, Strategic Accounts

DocuSigned by:
A handwritten signature of Ryan McKitrick in black ink.
#32855833085470

Cc: Tiffanie Blackmon-Jones, 200 E. Belt Line Rd., DeSoto, TX 75115

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EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

Note: This policy addresses discrimination, harassment, and retaliation against District employees. For Title IX and other provisions regarding discrimination, harassment, and retaliation against students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

Definitions

Solely for purposes of this policy, the term "employee" includes former employees, applicants for employment, and unpaid interns.

Statement of Nondiscrimination

The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, sex, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Discrimination

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, sex, national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee's employment.

In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

Prohibited Conduct

In this policy, the term "prohibited conduct" includes discrimination, harassment, retaliation, and bullying as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

Prohibited Harassment

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee's race, color, religion, sex, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee's work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee's performance, environment, or employment opportunities.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs

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or practices, accent, skin color, gender identity, or need for work-
place accommodation; threatening or intimidating conduct; offen-
sive jokes, name calling, slurs, or rumors; cyberharassment; physi-
cal aggression or assault; display of graffiti or printed material
promoting racial, ethnic, or other negative stereotypes; or other
kinds of aggressive conduct such as theft or damage to property.

**Sex-Based
Harassment**

As required by law, the District shall follow the procedures below at
Response to Sexual Harassment—Title IX upon a report of sex-
based harassment, including sexual harassment, when such alle-
gations, if proved, would meet the definition of sexual harassment
under Title IX. [See FFH(LEGAL)]

Sexual Harassment

Sexual harassment is a form of sex discrimination defined as un-
welcome sexual advances; requests for sexual favors; sexually
motivated physical, verbal, or nonverbal conduct; or other conduct
or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a
condition of an employee’s employment, or when submission
to or rejection of the conduct is the basis for an employment
action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has
the purpose or effect of unreasonably interfering with the em-
ployee’s work performance or creates an intimidating, threat-
ening, hostile, or offensive work environment.

Examples

Examples of sexual harassment may include sexual advances;
touching intimate body parts; coercing or forcing a sexual act on
another; jokes or conversations of a sexual nature; and other sexu-
ally motivated conduct, contact, or communication, including elec-
tronic communication.

Workplace Bullying

The District prohibits workplace bullying of employees and shall not
tolerate it under any circumstances.

Workplace bullying occurs when an employee engages in written
or verbal expression, expression through electronic means, or
physical conduct that occurs in the workplace that:

1. Has the effect or will have the effect of physically harming an-
other employee, damaging the employee’s property, or plac-
ing the employee in reasonable fear of harm to the em-
ployee’s person or of damage to the employee’s property; or
2. Is so sufficiently severe, persistent, and pervasive that the ac-
tion or threat creates an intimidating, threatening, or abusive
work environment for the employee;

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- 3. Exploits an imbalance of power between the employee perpetrator and the employee victim through written or verbal expression or physical conduct; and
- 4. Interferes with the victim's employment or substantially disrupts the operation of the work location.

Workplace bullying shall not include the legitimate exercise of employee management, including task assignment, employee coaching, and work-related employee discipline.

Allegations of workplace bullying shall be handled in accordance with administrative regulations.

Reporting Procedures

An employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

Reporting Procedures

Any employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

Definition of District Officials

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

Title IX Coordinator

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]

ADA / Section 504 Coordinator

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws and the District's prohibition of workplace bullying.

Alternative Reporting Procedures

An employee shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX

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coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

To ensure the District's prompt investigation, reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act.

Notice of Report

Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

Any District employee who receives a report of prohibited conduct based on sex, including sexual harassment, shall immediately notify the Title IX coordinator.

**Investigation of
Reports Other Than
Title IX**

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, see the procedures below at Response to Sexual Harassment—Title IX.

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

Interim Action

If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

District Investigation

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal or supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the

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	<p>allegations. The investigation may also include analysis of other information or documents related to the allegations.</p>
<p>Concluding the Investigation</p>	<p>Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.</p> <p>The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.</p>
<p>District Action</p>	<p>If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.</p> <p>The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.</p>
<p>Confidentiality</p>	<p>To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.</p>
<p>Appeal</p>	<p>A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.</p> <p>The complainant may have a right to file a complaint with appropriate state or federal agencies.</p>
<p>Response to Sexual Harassment—Title IX</p> <p>General Response</p>	<p>For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).</p> <p>When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:</p> <ul style="list-style-type: none">• Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;• Consider the complainant's wishes with respect to supportive measures; and• Explain to the complainant the option and process for filing a formal complaint.

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The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and administrative procedures.

Title IX Formal
Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;

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8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or otherwise participates or refuses to participate in an investigation.

Examples

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, intimidation, coercion, unjustified negative evaluations, unjustified negative references, or increased surveillance.

Records Retention

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records control schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

Access to Policy and Procedures

Information regarding this policy and any accompanying procedures shall be distributed annually to District employees. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

Violations of Standards of Conduct

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD and DF series]

Weapons Prohibited

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. A District employee who holds a Texas handgun license stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Electronic Communication

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

EMPLOYEE STANDARDS OF CONDUCT

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(LOCAL)

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent or designee.

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

Disclosing Personal Information

An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

Safety Requirements

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Harassment or Abuse

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

Relationships with Students

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

As required by law, the District shall notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct. [See FFF]

Tobacco and E-Cigarettes

An employee shall not smoke or use tobacco products or e-cigarettes on District property, in District vehicles, or at school-related activities. [See also GKA]

Alcohol and Drugs / Notice of Drug-Free Workplace

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.

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4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
 - Dishonesty; fraud; deceit; theft; misrepresentation;

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- Deliberate violence;
- Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
- Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
- Felony driving while intoxicated (DWI); or
- Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION

(a) CRIMINAL BACKGROUND CHECK

The Contractor listed below will obtain history record information that relates to an employee, applicant for employment, or agent of Contractor ("servant") if the servant has or will have continuing duties related to the contracted services and the duties are or will be performed on school property, or at another location where students are regularly present. Contractor certifies to DISD that before beginning work, and at least once per year thereafter, criminal history record information will be obtained. Contractor shall assume all expenses associated with the background checks and shall immediately remove any servant who was convicted of any felony, or a misdemeanor involving moral turpitude, as defined by Texas law, from DISD's property or other location where students are regularly present. DISD shall be the final decider of what constitutes a "location where students are regularly present." Contractor's violation of this section shall constitute a substantial failure.

If Contractor is the person, owner, or operator of the business entity, Contractor may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to the District with this Agreement showing compliance.

(b) FELONY CONVICTION NOTIFICATION

Section 44.034(a) of the Texas Education Code 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 owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) further provides, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract."

THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION

If the Contractor is a publicly held corporation, proceed to Section A, below.

I, the undersigned agent for the Contractor named below, certify that: (1) the information concerning criminal background check and notification of felony convictions has been reviewed by me; (2) the following information furnished is true to the best of my knowledge; and (3) I acknowledge compliance with this section.

Contractor's Name: Robert Half Inc.

Authorized Company Official's Name: Ryan Mckitrick

A. The Contractor is a publicly held corporation; therefore, this reporting requirement is not applicable:

Company Official's Signature:  Date: 11/15/2023

B. The Contractor is not owned nor operated by anyone who has been convicted of a felony:

Company Official's Signature: _____ Date: _____

C. The Contractor is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s):	_____	Name of Felon(s)	_____
Details of Conviction(s):	_____		
Company Official's Signature:	_____	Date:	_____

Note: Name & Signature of Company Official should be the same as on the Affidavit (Form C)

Contractor is responsible for the performance of the persons, employees, and sub-contractors Contractor assigns to provide services for DeSoto ISD pursuant to this RFP on any and all DeSoto ISD campuses or facilities. Contractor will not assign individuals to provide services at a DeSoto ISD campus or facility who have a felony conviction or a history of violent, unacceptable, or grossly negligent behavior, without the prior written consent of the DeSoto ISD Purchasing Department.

DESOTO ISD

SB 9 Contractor Certification Form

Criminal History Record Information Review of Certain Contract Employees

Introduction: Chapter 22 of the Texas Education Code 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 convictions are prohibited from serving at a school district.

Definitions:

Covered employees: Includes all employees of a contractor (including subcontractors and independent contractors) 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.

Disqualifying conviction: One of the following offenses, if at the time of the offense: (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 Robert Half Inc., I, with the contact information provided below:

Individual's Full Name: Individual's Full Name
Street Address: Individual's Street Address, City, State, ZIP Code
Telephone Number: Individual's Telephone Number
Fax Number: Individual's Fax Number
E-Mail Address: Individual's E-Mail Address

Certify that (check one of the following):

- None of Contractor's employees are *covered employees*, as defined above; **OR**
- Some or all of the Contractor's employees are *covered employees*. If this box is selected, I further testify that:
1. Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees.
 2. None of the covered employees has a disqualifying conviction.
 3. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.

Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the

District. The District reserves the right to conduct its own criminal background check of Contractor and its covered employees.

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

SAMPLE DO NOT SIGN

Signature

Date