

GARLAND INDEPENDENT SCHOOL DISTRICT PURCHASING DEPARTMENT

501 S. Jupiter Garland, Texas 75042

REQUEST FOR PROPOSAL Electronic Records Storage System PROPOSAL #211-17

PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30 A.M. LOCAL TIME ON August 29, 2017. Mark your sealed envelope in the lower left hand corner with RFP#, time, and due date, as noted above. (Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to 10:30 A.M. the first date the district is open to conduct business)

You are invited to submit a proposal to provide an Electronic Records Storage System for the Garland Independent School District (GISD) from August 31, 2017 (or date of award) through August 31, 2018 with the District's options to renew annually through August 31, 2022.

All provisions in this Request for Proposal shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated.

THIS RFP WILL NOT BE OPENED OR READ PUBLICLY.

Company Name	
Address	
City	State Zip
Authorized Representative Name	Title
Signature	
Printed Name	Email Address
Telephone #	Fax #

Mark A. Booker Director of Purchasing

PROCESS OVERVIEW: This section outlines the steps in the procurement process.

Deadline for Questions	August 16, 2017
Deadline for Response to Questions/Addendum(s)	August 18, 2017
Proposals Due Date	August 29, 2017
Pre-Bid Evaluation	NA
Interview (if necessary)	NA

The District Purchasing Department and proposers enter into discussions and revisions of proposal, as necessary. Discussions/negotiations may be conducted with proposers who are deemed to be within the final competitive range; however, GISD reserves the right to award a contract without discussions/negotiations. The competitive range and responsiveness of the proposal submitted will be determined by GISD's Director of Purchasing and the evaluation will include only those initial proposals that the Director determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, proposers will be required to submit a best and final proposal. The best and final proposal may be required as early as 24 hours after completion of negotiations/discussions.

NOTE: Designated GISD Purchasing Department personnel are the only individuals allowed to negotiate contract agreements/terms & conditions and/or pricing before an award is made as well as after an award has been made. Firms hereby agree that any negotiations regarding this Request for Proposal pertaining to agreements/terms & conditions and/or pricing shall be between proposing firm and the Purchasing Department ONLY throughout the term of the contract.

1. INSTRUCTIONS TO PROPOSERS

1.1 Submission of Proposals

1.1.1. For clarification of the specification(s) of this Request For Proposal, proposer may contact:

Diane Fields, Buyer at 972-487-3044, dfields@garlandisd.net

The individual listed above may be contacted for clarification of specification(s) only. No authority is intended or implied that specification(s) may be amended or alternates accepted prior to opening without written approval of the Garland ISD Director of Purchasing.

- 1.1.2. All addenda will be issued via the district website at (Current Bid List) www.garlandisd.net/departments/purchasing/currentbids.asp. All addenda, if required, will be posted on the aforementioned website by August 18, 2017 at 4:30 PM CST. It is the proposer's responsibility to check this website for addenda postings prior to submitting responses.
- 1.1.3. Questions pertaining to proposing procedures should be directed to Purchasing Department, Garland ISD. Proposers finding errors, requests for additional information, omissions, or corrections that need to be made in the specifications shall contact the Purchasing Department in writing by August 16, 2017, 12:00 PM CST. You may submit this information via fax to 972-487-3097 or email to bids@garlandisd.net CC: dfields@garlandisd.net

1.1.4. NUMBER OF COPIES

PLEASE PROVIDE ONE (1) ORIGINAL AND THREE (3) COPY OF BID RESPONSE! ENSURE THE ORIGINAL AND COPY ARE CLEARLY LABELED.

1.1.5. DELIVERY OF PROPOSAL

Hand-carried proposals or proposals submitted via carrier service are to be delivered to:

Garland ISD Purchasing Department

501 S. Jupiter, Garland, Texas 75042

Proposals submitted via the U. S. Postal Service are to be mailed to:

Garland ISD Purchasing Department

P. O. Box 469026, Garland, Texas 75046-9026

Clearly mark all Proposal envelopes as instructed on the front page. Allow sufficient transit time.

NOTE: Delivery of Proposal envelope to other Departments within the Garland Independent School District is <u>not</u> considered as delivery to the Purchasing Department.

1.1.6. SIGNED ORIGINAL

Once completed and signed, return your Proposal form to the Garland ISD Purchasing Department (as instructed above).

1.1.7. LATE SUBMISSIONS

Proposals received at the GISD Purchasing Department after the time and date specified above will not be considered and will be filed unopened. The Garland ISD shall not be held liable for late proposals.

1.1.8. OTHER FORMS OF SUBMISSION

Oral or telegraphic proposals transmitted via the District's facsimile machine are not acceptable. DO NOT FAX OR EMAIL YOUR PROPOSALS. Only forms provided by the Garland ISD Purchasing Department may be submitted with this proposal unless written instructions permit additional pages.

1.1.9. AUTHORIZED SIGNATURE

Proposals must be signed by an authorized individual to contractually bind their firm when submitting the Proposal. Failure to sign the Proposal will be considered as a "mistake in Proposal", and the Proposal will be rejected as "non-responsive".

1.1.10. NUMBER OF PAGES

All pages of this Request for Proposal are to be returned with your proposal.

1.1.11. FORMAT FOR PRICING

All prices must be typed or written in ink on the appropriate specification/pricing form(s). Proposals written in pencil will not be accepted. Changes may be crossed through and corrections inserted adjacent and initialed by the person preparing the Proposal. Should errors in multiplication or addition of a unit price against a total

price occur, the unit price shall govern. All pricing proposed for products and/or services shall constitute entire consideration due.

1.1.12. WITHDRAWING PROPOSALS

No Proposal may be withdrawn prior to opening of proposals without written request (addressed to the Garland ISD Director of Purchasing) by an authorized agent of the proposing firm and upon written approval by the District. Proposals become the property of Garland ISD upon receipt.

1.1.13. DISTRICT LIST OF PROPOSERS

The District's list of prospective proposers is being updated. To remain on Proposal lists you must either submit a proposal or return this Request for Proposal marked "NO BID". Failure to follow this procedure will result in your firm being removed from the mailing list!

1.1.14. BID TABULATIONS

Proposers desiring a bid tabulation sheet resulting from this Request For Proposal may visit our web site at http://www.garlandisd.net/connect/do-business/bid-tabulations. The tabulations will be posted once the GISD Board of Trustees has approved the contract. If you are unable to download the information, please contact the Purchasing Department at 972-487-3009 and we will forward you a copy via email.

1.1.15. DEVIATIONS

Any and all deviations to this competitive solicitation proposed by the bidder must be listed on the Compliance Form, not on a cover letter, catalog, etc.

1.1.16. PUBLIC INFORMATION

Garland Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

1.1.17. COPYRIGHT PROTECTION

Proposals asserted to be copyright protected in their entirety may, in the District's sole discretion, be rejected as non-conforming. Proposers who submit copyrighted materials as part of their bid must review and complete the Confidential Information Declaration & Copyright Authorization Form. Proposers submitting copyrighted materials should consult with their legal counsel regarding copyright and disclosure issues. By submitting copyrighted materials and completing the Confidential Information Declaration and Copyright Authorization Form, bidders grant the District authorization to reproduce and provide copies of such information and agree to waive any and all claims against the District regarding the release of such

copyrighted information including, but not limited to, any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. In the event a bidder is unable to grant such authorization and waiver, copyrighted materials must not be included in the bid.

1.1.18. POST-SUBMISSION CHANGES

A proposal that has been opened my not be changed for the purpose of correcting an error in the proposed price. Proposers submitting an erroneous proposed price may be given the option of either honoring the price as proposed or withdrawing the (erroneous) proposal [Local Government Code Subchapter B, Sec. 271.026].

1.2 Award/Evaluation of Proposals

1.2.1. WAIVING INFORMALITIES

The Garland Independent School District Board of Trustees reserves the right to accept or reject all or any part of any proposal, waive minor proposal formalities/technicalities and award the proposal deemed to be most advantageous to the District.

1.2.2. PRINCIPAL PLACE OF BUSINESS

The Garland ISD shall not award a governmental contract to a proposer whose principal place of business is not in Texas, unless the nonresident under prices the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident Proposer would be required to under price a nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located. [This requirement does not apply to a contract involving federal funds.]; Texas Government Code, Title 10, Section 2252.002. (Refer to Supplier Questionnaire)

1.2.3. MULTIPLE AWARDS

The District reserves the right to award to a single vendor, multiple vendors, each line item separately or in any combination it determines to be in its best interest. Proposals shall cover the entire program as described herein. Proposers shall also include copies of any contracts/agreements required (by the proposing firm) and clearly identify/label it as such.

1.2.4. TIE PROPOSALS/EVALUATION FACTORS

Tie proposals, which are **equal in all respects**, shall be resolved and awarded in accordance with Local Government Code (Texas) Para. 271.901. Otherwise proposals, which reflect a tie in price, only may be awarded pursuant to the permissible factors listed in Texas Education Code, Subchapter B, Sec. 44.031(b) and set forth below:

- 1. the purchase price;
- 2. the reputation of the vendor and of the vendor's goods or services;
- 3. the quality of the vendor's goods or services;
- 4. the extent to which the goods or services meet the district's needs;
- 5. the vendor's past relationship with the district;
- 6. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;

- 7. the total long-term cost to the district to acquire the vendor's goods or services; [and]
- 8. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - a. has its principal place of business in this state; or
 - b. employs at least 500 persons in this state; and
- 9. Per Texas Education Code, Subchapter B, Sec. 44.031(b) *ALL CONTENTS PROVIDED INTHIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUATION FACTOR!
- 10. In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Texas Building and Procurement Commission's Proposer Performance Tracking System may be used in evaluating responses to solicitations for goods and services to determine the best value for the Garland Independent School District. www.window.state.tx.us/procurement/prog/vendor_performance.

1.2.5. BOARD OF TRUSTEE APPROVAL

Proposal results will be presented to the GISD Board of Trustees for consideration (if total amount awarded exceeds \$75,000) at the earliest opportunity following the official opening date.

1.2.6. ADDITIONS OR IMPROVEMENTS

Proposers and prospective proposers are encouraged to suggest improved product and/or services for future consideration by the District. Any literature/brochures regarding such products or services should be submitted separately from the proposal submitted in response to this Request for Proposal.

1.2.7. UNIT OF MEASURE

Each line item must be proposed using the same unit of measure as requested by this Request for Proposal. Any questions regarding unit of measure must be resolved between the prospective proposer and the Garland Independent School District Purchasing Department. Failure to propose specified unit of measure may be cause for rejection of proposal for the specific item(s) in question. Any packaging proposed which differs from that specified in the item description must be identified on the Deviation/Compliance Form.

1.2.8. FELONY CONVICTIONS

Upon notification of potential selections for award, the person or entity submitting this proposal must give notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).

1.2.9. ALTERNATE AWARDS

The District awards contracts to vendors as an alternate in case the primary vendor is unable to fulfill the contractual obligations as stated in the specifications/terms and conditions.

1.2.10. PRODUCT LITERATURE

Descriptive and illustrative literature covering the items you propose to furnish shall accompany your proposal when bidding "or equal" items. Literature provided must contain adequate information for district personnel to evaluate the proposal product as "or equal". Failure to do so will result in the rejection of your proposal.

1.2.11. PRICE ESCALATION PROVISIONS

The District may elect to place several orders during the term of this Request for Proposal. Proposers must specify minimum order quantities — if any — and are required to hold proposed prices for the first year of the contract. During the remaining yearly term of the contract, proposed increases may be submitted for approval but shall not exceed the Consumer Price Index for the previous year.

2. CERTIFICATIONS

2.1. CERTIFICATION AFFIRMATIONS

By signing this Request for Proposal, the signed proposer affirms and certifies that its company, corporation, firm, partnership or individual's response to this proposal is in all respects compliant with all provisions in this section.

2.1.1. ANTI-COLLUSION AND FRAUD

Proposer affirms that its company, corporation, firm, partnership or individuals response to this proposal is in all respects bona fide, fair and was not made with collusion or fraud with any person, joint venture, partnership, corporation or other legal entity engaged in this type of business prior to the official opening of this proposal.

2.1.2. DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM 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. Proposer certifies that the individual and/or firm on whose behalf this proposal is submitted is not listed on the Federal Government's excluded parties list (SAM).

2.1.3. COPYRIGHT AND PATENT LAWS

Proposer hereby certifies that it (or its firm hereby represented) is legally authorized to conduct business in Texas and has complied with any and all federal, state, or other laws or regulations applicable to any purchase resulting from this Request for Proposal, including, but not limited to, copyright and/or patent laws and anticollusion law.

2.1.4. SOLE SOURCE

If the proposer professes to be the exclusive source of the item(s) or service(s) requested herein, the proposer must provide with its proposal a written statement to the fact that the sole source is due to one or more of the following (as applicable): a patent, copyright, secret process, or monopoly; a film, manuscript, or book; a utility service (electricity, gas, or water); or a captive replacement part or component for equipment. Such statements must be signed by the owner or corporate official of the firm submitting this proposal and must be notarized. This declaration shall not exempt the proposer from signing and submitting a signed proposal.

2.1.5. PUBLIC INFORMATION

By submitting a response to this request, proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code, Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information. A list of local government Officers may be obtained at http://www.garlandisd.net/content/conflict-disclosure. Failure to comply with this provision may result in the bid being considered non-responsive.

2.1.6. FUNDING AGREEMENTS

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

2.1.7. CLEAN AIR AND WATER POLLUTION ACT

Proposer certifies that it is in compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

2.1.8. ENERGY POLICY AND CONSERVATION ACT

Proposer hereby certifies that it (or its firm hereby represented) that it is compliant with Certification of Compliance with the Energy Policy and Conservation Act - When federal Funds are expended by Garland ISD for any contract resulting from this procurement process, the Supplier certifies that the Supplier will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18).

2.1.9. RECORD RETENTION REQUIRMENTS

Proposer certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other depending matters.

2.1.10. RECOVERD MATERIALS

Certify that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements, and estimate the percentage of total material utilized for the performance of the contract which is recovered materials, in accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2.1.11. BYRD ANTI-LOBBYING REQUIREMENTS

Proposer certifies no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement imposed by section 1352, Title 31, U.S. Code.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the proposer shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions https://www.epa.gov/sites/production/files/2015-

01/documents/lobbying activities disclosure.pdf

2.1.12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Proposer certifies, where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

2.1.13. EQUAL OPPORTUNITY

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

3. TERMS AND CONDITIONS

3.1. CASH PAYMENTS AND DISCOUNTS

Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.

3.2. PURCHASE ORDERS AND CONFIRMATION

The Garland Independent School District will email purchase orders in lieu of facsimile transmission. In addition to purchase orders, all solicitation notices, and award notifications will be communicated by email.

Purchase Orders will serve as the award instrument(s) against this Request for Proposal. Orders will be placed as items are approved for purchase and funds become available.

Proposers who require the use of a separate contract document, must incorporate the terms and conditions of this Request for Proposal into the document. Proposer agrees to provide a copy of the contract document in word format upon request.

3.3. CHANGE ORDERS

The District and District's representative, without invalidating the contract, may make changes by altering, adding to, or deducting from the Purchase Order; the contract sum being adjusted accordingly. No extra work or change shall be made unless in pursuance of a written order from the District and any claim for an addition to the contract sum will not be valid unless so ordered. Changes and amendments will be communicated by sending a copy of the purchase order.

IT IS THE PROPOSER'S RESPONSIBILITY TO TRACK PURCHASE ORDER NUMBER(S) & APPLICABLE REVISIONS. DOUBLE SHIPMENTS INCURRED WILL BE RETURNED AT THE VENDOR'S EXPENSE.

3.4. PAYMENTS VIA ACH

Garland ISD will make all payments via ACH. Awarded supplier will be required to submit banking information on a form provided by the district at: http://www.garlandisd.net/content/how-do-business-us. Payment will be made within 30 days after the later of, receipt of goods/services and a properly submitted invoice. The district considers an invoice properly submitted when the following conditions are met:

- 3.4.1. Invoice is received at the address indicated on the purchase order
- 3.4.2. Pricing on the invoice matches the price on the purchase order
- **3.4.3.** Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
- 3.4.4. Quantities on the invoice do not exceed those specified on the Purchase Order
- 3.4.5. Unique invoice number used for each billing
- **3.4.6.** Merchandise has been received.
- **3.4.7.** Description of goods and services, and unit of measure, on the invoice, shall match the description on the Purchase Order.

NOTE: Awarded Companies are expected to ship goods and/or perform services in the same week in which they are invoiced. Invoicing procedures for each awarded company will be incorporated into the proposer's performance rating.

3.5. CHANGING QUANTITIES

Quantities may be increased or decreased at the discretion of the District.

*Quantities listed herein are best estimates only and cannot be guaranteed.

3.6. NO SMOKING POLICY

No smoking or use of any tobacco products is permitted on school property.

3.7. CHOICE OF LAW/VENUE

This Request for Proposal and any resulting award(s) shall be interpreted within the laws of the State of Texas and the Uniform Commercial Code (UCC). In case of discrepancies between the laws of the state of Texas and the UCC, the laws of Texas will prevail. Venue for any legal action filed relative to this Request for Proposal or any resulting purchase orders shall be in Dallas County, Texas.

3.8. INVALID PROVISIONS

In the event that any one or more of the provisions contained in this Request For Proposal (or resulting purchase order) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall not affect any other provision hereof, and this Request For Proposal (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.

3.9. OUALITY OF WORKMANSHIP

If problems with quality or workmanship arise on items received, the supplying vendor is responsible for replacing any/or all items at no cost to the Garland ISD. The supplying vendor will also be responsible for returning to the designated campus or department to pick up the items in question. Garland ISD will not be responsible for shipping items back to vendors.

3.10. OVERCHARGE CLAIMS

Successful proposer(s) hereby assigns to purchaser any and all claims for overcharges associated with any contract resulting from this Request for Proposal which arise under the

antitrust laws of the United States, 15 USCA Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01 et. seq.

3.11. ASSIGNMENT OF CONTRACT

Any assignment by Vendor of this contract or any part thereof without written consent of Garland ISD shall be void.

3.12. AVAILABILITY OF FUNDING

Garland ISD's fiscal year is September 1 through August 31. Funds are available for the current fiscal year only. Should the Garland ISD Board of Trustees not approve funds for this service, any contract resulting from this Request for Proposal will automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation to the District.

3.13. INDEPENDENT CONTRACTOR

It is understood that in the performance of any services herein provided, for Contractor shall be, and is, an independent contractor, and is not an agent or employee of the District and shall furnish such services in its own manner and method, except as required by this contract. Further, Contractor has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend, and save the District harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.14. CANCELLATION FOR CONVENIENCE

The Garland Independent School District reserves the right to cancel any contract (purchase order) resulting from this Request for Proposal at any time, for any reason (or for no reason) with a thirty (30) day written notice to the contractor(s). Contractor may cancel any resulting contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the contractor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the bidder's address appearing on the face of the Request for Proposal (or as subsequently revised or changed). Any compensation due the contractor(s) will be limited to items received and/or services performed and accepted by the District.

3.15. CANCELLATION FOR CAUSE

District shall have all remedies available at law or in equity. Where the Supplier is in default in delivery or otherwise, or has breached any terms or conditions of this contract. Garland ISD may terminate this contract in whole or in part without any adjustment, and in addition to any other remedy provided by law, may procure items or services, similar to those as to which this contract is terminated, and Supplier shall be liable to Garland ISD for any costs or such similar items or services in excess of the price or prices specified herein, provided, however, that Supplier shall continue the performance of this contract to the extent not terminated by the Garland ISD.

3.16. AGREEMENT BETWEEN PARTIES

The Contract Document consisting of the purchase order(s) and the Specifications or any documents attached thereto or expressly incorporated therein constitute the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiation representation and agreements, with respect thereto not incorporated in such Contract

Documents, are hereby cancelled. This Agreement can be modified or amended only by a document duly executed on behalf of the parties hereto.

3.17. DISTRICT ACCESS TO WORK AREA

District and its representative shall at all times have access to work whether it is in preparation or in progress. Laboratory shall provide proper and safe facilities for such access and for inspection.

3.18. HOLD HARMLESS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY DISTRICT, AND HOLD HARMLESS THE DISTRICT, REPRESENTATIVES OF THE DISTRICT, AND ITS MEMBERS OF THE BOARD OF TRUSTEES. ADMINISTRATORS, OTHER EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION "LIABILITIES") OF **PERSON** (COLLECTIVELY ANY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF SERVICES, OR PROVISION OF GOODS, BY VENDOR PURSUANT TO THIS CONTRACT, OR ANY PART THEREOF, OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE.

3.19. AUDITING CONTRACT

Upon request by Garland ISD or Comptroller General of the United States, any duly authorized representative of Garland ISD shall, until three (3) years after final payment under this Agreement, have access to and right to examine directly pertinent books, papers, documents, accounts, and records of Seller involving transactions related to this Agreement and to examine Seller's place of business as necessary to determine whether the terms of this Agreement are being carried out. This audit will be conducted at a location where those business documents are being held at the time of the audit request. Seller shall be required to maintain such records for three years after final payment.

3.20. LIMITATION OF LIABILITY

Garland ISD shall have all remedies available at law or in equity to include reimbursement of attorneys' fees and all costs incurred in enforcing such rights. No modification of limitation of remedy shall be a part of this contract unless specifically agreed to in writing by Garland ISD's Purchasing Department.

3.21. AUTHORIZED NEGOTIATORS

Designated GISD Purchasing Department personnel are the only individuals allowed to negotiate contract agreements/terms & conditions and/or pricing before an award is made as well as after an award has been made. Firms hereby agree that any negotiations regarding this RFP pertaining to agreements/terms & conditions and/or pricing shall be between proposing firm and the Purchasing Department ONLY throughout the term of the contract.

3.22. E-COMMERCE PARTNER

Garland ISD has implemented an Oracle iSupplier module and will require the successful supplier to utilize this application. iSupplier is a collaborative application that enables Garland ISD and the supplier to communicate. The system enables suppliers to have real-time access, through a standard internet browser, to information such as bids, purchase orders, invoice status, payments, and respond to Garland ISD with order acknowledgments and change requests. Oracle also allows the supplier to input invoices through the portal if permitted by Garland ISD.

In addition to I-Supplier, Garland ISD has implemented iSourcing, which allows the supplier to receive and submit bids and quotes electronically.

iSupplier and iSourcing are provided free to suppliers. Additional information regarding this Oracle application can be obtained at

 $\frac{\text{http://www.oracle.com/us/products/applications/ebusiness/procurement/index.html.}$

3.23. SOURCING RESPONSIBILITIES

The Proposer is required to provide the name and contact information of the individual who will be the dedicated technical resource for performing the iSupplier and iSourcing responsibilities.

Name of responsi	ble party:	
Phone Number:		
E-mail Address:		

3.25. FORCE MAJEURE

Neither party shall be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including, but not limited to, fires, strikes, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Proposer is unable to perform any of its obligations as a result of force majeure, proposer shall immediately give written notice to the District of the date of inception of the force majeure condition and the extent to which it will affect performance.

3.26. TEXAS HOUSE BILL 1295, CERTIFICATE OF INTERESTED PARTIES

If the individual contract/award exceeds \$1,000.000 or goes to the Board of Trustees, the person or entity submitting this proposal must comply with House Bill 1295 which is codified in the Texas Government Code §2252.908 effective January 1, 2016, by submitting a completed and signed Form 1295, Certificate of Interested Parties within 10 days after notification of intent to award. The appropriate form and additional information is available from the Texas Ethics commission at www.ethics.state.tx.us/index.html.

GARLAND INDEPENDENT SCHOOL DISTRICT TECHNICAL REQUIREMENTS

COMPANY NAME:	

Electronic Records Storage System Technology Requirements

Proposal response must address and/or include the following:

1. Specifications

- 1.1. Compatible with Oracle ERP system
- 1.2 Upgrades at no additional cost
- 1.3 Online/Web-based digital data storage
- 1.4 Unlimited technical support via phone, email, and online
- 1.5 Role-based user access levels to support the various roles in the department

2. Technical Questionnaire

- 2.1 Which, if any, of the following authentication protocols can be used with the software: SAML, OAuth, OpenID, LDAPv3
- 2.2 Provide documentation for any browser-based software describing the recommended browser as well as the minimum/maximum versions of any compatible browsers.
- 2.3 Provide documentation for the minimum/maximum versions of any of the following applications if required or otherwise used by the software: Java, Adobe Acrobat Reader, Adobe Flash Player, Adobe Shockwave, Windows Media Player.
- 2.4 Document any capabilities and provide requirement for media caching servers or appliances that enable the software to perform more efficiently and conserve bandwidth.
- 2.5 Would you describe your software as (1) Standalone (requiring executable files to be configured on local hard drives or executed from CD or DVD), (2) Server-based (requiring executable files to be configured on Windows 2008 R2 or higher servers, including those in a VMware environment and, perhaps, have client software configured on local hard drives), or (3) Web-based (all software can be run through a standard browser).
- 2.6 Software should not perform real-time media streaming or have other negative impacts on network bandwidth.
- 2.7 Provide minimum desktop requirements:
- 2.8 Are additional plug-ins required at the desktop for the browser to run the application software? If yes, please identify:
- 2.9 Is raw data available for download to the district?

- 2.10 If data is available for download, does this request require: Scheduling or On-demand?
- 2.11 Are record layouts available to the district?
 - 3.12.1. 1 If so, is this an additional cost?
 - 3.12.2 How much:
- 2.12 Are there scheduled downtimes to the database? If so, please provide schedule on separate cover.
- 2.13 Does Garland ISD manage User access to application software?
- 2.14 Are there set limit capacities to available disc storage of the application software?
 - 2.14.1 What are these limits?
 - 2.14.2 If set disc limits, is there a cost incurred by the district for additional disc storage? If so, how much?

GARLAND INDEPENDENT SCHOOL DISTRICT PROPOSAL FORM/SPECIFICATION

COMPANY NAME	:

1. Scope of Services

The District is seeking a provider for electronic records storage systems that will digitalize Human Resources documents for hiring/retention purposes. Additionally, the program will allow for the customization, tracking and notification of forms necessary for completion of employee applications. The ability to scan and upload documents is paramount as is the need for the program to interface with Garland ISD current software, Recruit & Hire and Oracle.

2. Value of Contract

The estimated value of this contract is \$50,000; However, this value reflects the District's estimated current requirements for one year (or time frame as otherwise specified). The District may elect to place several orders during the term of this Request for Proposal. Proposers must specify minimum order quantities – if any – and are required to hold proposed prices for the term of the contract.

3. Garland ISD Background

Garland ISD has a student population of approximately 58,000 students. In the fiscal year 2016-2017 the district will have approximately 7,600 employees, of which over 3,800 are teachers. The school district has 2 pre-schools, 47 elementary schools, 13 middle schools, 7 high schools, and 8 support facilities. Garland ISD has 77 operating locations in the cities of Garland, Rowlett, and Sachse.

Visit our website for additional background information: http://www.garlandisd.net/content/district-profile

4. Proposal Minimum Requirements and Required Content

- 4.1 Minimum Requirements Electronic Records Storage System
 - 4.1.1 Must be able to interface with Human Resources current software, Recruit & Hire and Oracle.

4.1.2 Requirements/Abilities

Electronic distribution and retention of Employee Contracts

Tracking of status/progress of applicants and automatic notification of incomplete required forms.

Provide for digital storage – Offsite

Ability to upload forms and acknowledgement of each form submitted

Training/Customer Service

On Site (14 hours minimum – Upon Implementation)
Online Customer Support – (Ongoing as needed)

4.1.3 Security

Tiered Levels Access

Single Sign on

Backup of System (Daily)

- 4.1.4 Updates and Maintenance of Software
- 4.1.5 Distribution of documents via email
- 4.1.6 Upload/Scan- example I9 documents, Driver License, transcripts
- 4.1.7 Customizable Reminders and Notifications
- 4.1.8 Customizable Form/Folder (Exhibit A)
- 4.1.9 Customizable reports (demographics, I9, work authorization, etc.)
- 4.1.10 Electronic Signature

5. Evaluation Rubric

This information will also be used for the evaluation of proposal and to determine the specific services offered by the proposer. Garland ISD reserves the right to reject as non-responsive any responses that do not contain the information requested or that is not organized and formatted as described in this RFP.

Evalu	nation Criteria- General Procurement	Max Points
1.	Purchase Price	40
2.	Reputation of the vendor and the vendor's goods or services	10
3.	Quality of vendor's goods and services	10
4.	Extent to which the goods or services meet the district's needs	30
5.	Vendors Past relationship with the District	3
6.	The impact on the ability of the district to comply with laws and rules relating to	0
	historically underutilized business.	
7.	Long-Term cost to the district to acquire the vendor's goods and services.	7
8.	Whether the vendor's ultimate parent company or majority owner:	0
	(A) Has its principal place of business in this state; or	
	(B) Employs at least 500 persons in this state; and	
9.	Any other relevant factor specifically listed in the request for bids or proposals.	0
Maxim	um Total Points	100

^{*}All information submitted in response to this RFP will be evaluated in one of the areas listed above.

6. Fingerprinting Requirement

Suppliers who will only deliver but not enter a school building to perform services, will be required to complete and submit the <u>CERTIFICATION FOR CRIMINAL HISTORY</u> <u>CHECK FORM (Attachment D) only,</u> prior to beginning services.

Suppliers who will deliver and enter a school building to perform services, will be required to complete the Criminal History Check process described below, prior to beginning services. Attachment D should be completed and returned after all personnel have been fingerprinted.

7.1 Criminal History Checks

During the term of this agreement, the firm's employees have the potential to have continuing duties and direct contact with students. Subsequently, the supplier is responsible for complying with Texas Education Code § 22.0834. Supplier may not commence work until all employees have been approved by the Purchasing Department.

At a minimum, the company recommended for award shall:

7.1.1 Obtain required criminal history record information, through the Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT), regarding its employees assigned to work GISD premises. The following steps should be followed to complete the process:

If you are a **sole proprietor** (one person company) you must:

- 7.1.2 Contact GISD Purchasing Department to obtain FAST pass.
- 7.1.3 Follow instructions on the FAST Pass to arrange an appointment for

employees to be finger printed. Employers may select the most convenient location to their zip code.

- *If there is not a convenient location based on your zip code, please enter 75042 and choose "Garland: Garland ISD" to schedule your fingerprint appointment.*
- 7.1.4 After fingerprinting is completed, email Diane Fields, Administrative Assistant to Director of Purchasing at Dfields@garlandisd.net and provide the following: RFP number, full name and date of birth for all personnel assigned to work on site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state identification card.

All other suppliers, contractors and subcontractors must:

7.2 Supplier will receive award letter or signed contract from the Purchasing Department.

Subcontractors will obtain an award letter or contract from the general contractor, before contacting DPS.

- 7.3 Contact the Department of Public Safety (DPS) at (512) 424-2474, select option 2, to establish a vendor account and obtain a FAST pass. This process can take up to seven to ten business days.
- 7.4 Follow instructions on the FAST Pass to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.
 - *If there is not a convenient location based on your zip code, please enter 75042 and choose "Garland: Garland ISD" to schedule your fingerprint appointment.*
- 7.5 After fingerprinting is completed, email Diane Fields, Administrative Assistant to Director of Purchasing at Dfields@garlandisd.net and provide the following: RFP number, full name and date of birth for all personnel assigned to work on site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state identification card.
- 7.6 If an employee is arrested while under contract, you must contact Dana Knox, GISD Human Resource Specialist of Fingerprinting/Investigations at 972-487-3213. The incident must be reported within 3 business days of the arrest.
 - Notify GISD Purchasing Department if employees leave employment with the firm during the contract term or cease responsibilities on GISD property

GARLAND INDEPENDENT SCHOOL DISTRICT PRICING SHEET

COMPANY NAME:	

Pricing per Section 4.1-4.1.10

Item	Description: Pricing	Price (each)
Item 1	Electronic Records Storage and Retention System meeting the minimum requirements as outlined in Section 3 Proposal Form/Specification	\$
Item 2	System Startup/Implementation Fee	\$
Item 3	Onsite Training (If not included in Program Cost) Hourly Rate (Based on 14 hours Minimum)	\$
Item 4	Online Technical Support (If not included in Program Cost)	\$
Item 5	Fee pertaining to ongoing Annual/Maintenance and Software Upgrade	\$
Item 6	Total	s

Attachment A Supplier Questionnaire

Is your company certified by the state of Texas or the North Central Texas Regional Certification Agency as a small, women-owned, or minority business?	Yes □ No □
If yes, provide a copy of the certification with the Request for Proposal/Bid response.	
References: Name Telephone Number	
The Garland ISD has entered into Inter-Local Agreements for cooperative purchasing wit following public entities: City of Garland • City of Rowlett • Ysleta ISD	h the
The Proposer agrees to honor orders for items or services included herein which may be placed by these entities?	Yes □ No □
Several governmental entities (a membership list is available at the EPCNT web site, listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specifications, and pricing would apply? For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address www.epcnt.com .	Yes □ No □
Several governmental entities (a membership list is available at the CTPA web site listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specification, and pricing would apply? For information regarding the Central Texas Purchasing Alliance, please visit their website at the following address www.txctpa.org .	Yes □ No □
	Regional Certification Agency as a small, women-owned, or minority business? If yes, provide a copy of the certification with the Request for Proposal/Bid response. References: Name Telephone Number Telephone Telephone Number Telephone Number Telephone Number Telephon

If you (the Proposer) checked yes, the following will apply. Governmental entities utilizing Internal Governmental contracts with the Garland Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by a governmental entity other than Garland Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Garland Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order their own material/service as needed.

Attachment A (continued)

5.		Garland ISD has authorized district employees to use a credit card (Bank of to make purchases for business purposes.	f America	Master
	5.1.	Will your company accept these credit card purchases?	Yes □	No □
	5.2. E	Ooes your company utilize level 3 data card processing information?	Yes □	No □
6.	Propo	ser's principal place of business (or main corporate office) is located in	(s	tate).
	6.1.	Proposer's principal place of business is located within the boundaries of the Garland Independent School District?	Yes □	No □
	6.2	Does your firm employ at least 500 persons in the state of Texas?	Yes □	No □
7.	-	or firm willing to honor the terms and conditions of this contract if	Yes □	No □

Attachment B Compliance Form

An authorized company representative must sign this form to indicate compliance with the Sourcing Instruction Sheet, Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and all other information contained in this solicitation. All **deviations** shall be listed on this page, with complete detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Sourcing Instruction Sheet, Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and all other information contained in this solicitation.

Please list deviations below (attach additional sheets, if needed):

Company Name	4.00
Address	
City	State Zip
Printed Name	Title
Signature	
Email Address	
Telephone #	Fax #

Attachment C Confidential Information Declaration & Copyright Authorization Form

The bidder must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a bid that the bidder claims is confidential or proprietary. Furnishing confidential or proprietary information is discouraged. The District cannot guarantee that the District will be allowed to keep the information submitted confidential. The District may reject as non-conforming any bid that contains confidentiality claims that the District in its sole discretion considers vague or unreasonable.

All Invitations to Proposal and parts of bids that are not marked as confidential or proprietary will generally be considered public information once the contract is awarded. The District assumes no liability or responsibility for release of any information not properly marked. The District assumes no liability or responsibility for release of any information that is properly marked but is determined by the Texas Attorney General or a court of law to be subject to release. In the event that the District receives a request for disclosure of material marked "confidential" or "proprietary", the District may request a ruling from the Texas Attorney General concerning whether such material must be disclosed.

Proposals asserted to be copyright protected in their entirety are unacceptable and may, in the District's sole discretion, be disqualified as non-responsive. By submitting copyrighted materials as part of your bid, you hereby grant the District authorization to reproduce and provide copies of such information in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. By submitting copyrighted materials, you are representing that you have the authority to grant such authorization for the reproduction and release of such information. You further agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited, to any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552.

	ed Name
any a	
this f under	undersigned affirms that the District assumes no liability/responsibility for the release of any information is not properly completed, signed and the appropriate pages clearly marked as directed. The resigned further grants authorization for the reproduction and release of any information asserted to be right protected in response to a request for information under the Texas Public Information Act, and waive and all claims regarding the release of such information.
•	Contents of this document ARE considered Confidential or Proprietary. Please identify the pages and/o sections declared Confidential or Proprietary by properly marking the pages &/or sections as confidential or proprietary and listing them below:

Attachment D Certification for Criminal History Check (In Compliance With Texas Education Code § 22.0834(A))

"Covered employee" - A "covered employee" is a person who is an employee, applicant, agent or Subcontractor of the Contractor or of any Subcontractor of the Contractor, if (a) the person has or will have work duties related to the Project that will be performed on District property or at another location on a regular or repeated basis, (b) students are regularly present at such location, and (c) the person will have verbal or physical interaction with, or be in direct proximity to, one or more students.

"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 [the] opportunity for unsupervised interaction with a [an individual] 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 [the] opportunity for unsupervised contact with students, which might include [such as], without limitation, the provision of [individualized] coaching, tutoring, or other services to students.

"Disqualifying conviction" - A "disqualifying conviction" is a conviction of (a) any felony under the Texas Penal Code, (b) any offense for which the person is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, (c) any equivalent offense under the laws of the United States or any other state, (d) any offense against a child, (e) misdemeanor possession of a controlled substance within 10 years, (f) any weapon offense, (g) theft, larceny, fraud, issuance of a bad check, theft by check above the class C misdemeanor level, or more than one offense at the class C level, (h) forgery, (i) altering an Official Document, (j) perjury, or (k) securing executing of a document by deception.

On behalf of

("Contractor"). I certify that [check one]:

		Title Date
	(2)	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 3 business days that it has done so. Noncompliance by Contractor with this certification may be grounds for contract termination.
	(1)	Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction.
	Some that:	or all of Contractor's employee are covered employees. If this box is selected, I further certify
Or	in a c	etermination that any person is not a covered contract employee continue to exist throughout the hat the contracted services are provided.
		of Contractor's employees are <i>covered employees</i> , as defined above. The service contractor shall ertify that it will take reasonable steps to ensure that the conditions or precautions that have resulted
on o	JIIWII UX	

Attachment E **Insurance Requirements**

The Proposer shall purchase and maintain, in a company or companies licensed to do business in the State of Texas. Such insurance as will protect the Proposer and the District from claims set forth below, which may arise out of, or result from, the operations under the contract. The Proposer shall be a subscriber to the Texas Workers' Compensation Act for Workers' Compensation Insurance. The proposer shall file with the Director of Purchasing, before work is begun, certificates of such insurance which shall be subject to approval by the District as to the company providing insurance and the manner and adequacy of insurance protection. The Proposer shall, during the performance of this Agreement, keep in force the following insurance:

a.	Comprehensive General Liability*(CGL)				
	1) Bodily Injury	\$250,000 each person, \$500,000 each occurrence,			
	, • • •	\$1,000,000 aggregate			
	2) Personal Injury	\$250,000 each person, \$500,000 each occurrence,			
		\$1,000,000 aggregate			
	3) Property Damage	\$500,000 each occurrence			
b.	Comprehensive Automobile Liability*(CAL)				
	1) Bodily Injury	\$500,000 each person, \$500,000 each occurrence,			
	,	\$1,000,000 aggregate			
	2) Property	\$100,000 each occurrence			
c.					
d.	Employer's Liability				
	1) Each accident	\$300,000			
	2) Disease				
	3) Disease for each employee				
*In	, ·	combined single limit policy of \$500,000 for both property			
dan	nage and bodily injury may be provided with 1 milli	on dollar aggregate.			

The Proposer shall either: (1) require each of its sub-contractors to procure and to maintain during the life of the subcontract, Sub-contractor's Workers' Compensation Insurance as a subscriber to the act, Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified above, or (2) insure the activity of its sub-contractors in its own policy(ies).

All such policies of insurance shall contain a provision that they shall not be cancelled or altered nor the amount of coverage reduced until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to the District.

Such policies of insurance shall be written by companies authorized by the Texas Department of Insurance to conduct business in the state and shall be satisfactory to the District. Proposer shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to, and approved by the District.

Self-Insurance: A proposer who self-insures for workers compensation must possess a Certificate of Authority to Selfinsure issued by the Texas Workers Compensation Commission as a subscriber to the Workers' Compensation Act. By signing below, the bidder/prospective Proposer certifies that it possesses such certificate, and shall furnish a copy of the Certificate of Self Insurance with Proposal Invitation.

The Certificate of Insurance must be presented prior to start of service. The policy must reflect Garland I.S.D. 'additional insured' or 'co-insured'. The amount of deductibles and self-insurance retention must be shown Certificate of Insurance.							
By initialing below,(Initials)	the bidder certifies that it i	s capable of providing the type(s)	and coverage of insurance required.				
Company Name	Insured By	Printed Name	Certificate Number				

EXHIBIT A

PROFESSIONAL EMPLOYEE REQUIREMENTS

TO:	DATE:
	L BE NECESSARY FOR YOU TO FILE IN THIS OFFICE THE ITEMS CHECKED BELOV DER TO COMPLY WITH <i>FEDERAL AND STATE LAW</i> AND <i>LOCAL BOARD POLICIES</i> .
	1. Original documents for the verification of identity and employment eligibility for completion of I-9 form . *
	2. Original social security card (must be in your <u>current</u> name). * *Human Resources must verify original documents. Copies will be made and originals returned to you
	3. Official, original transcript(s) of college credits reflecting all course work toward certification and/or degree(s) conferred.
	4. Original Teacher Service Records. Request these from your previous Texas district. If your experience was out-of-state, private school, and/or college, please contact us for the appropriate forms for verifying this service. You will not be paid for your experience until proper documentation on a Texas teacher service record is received in Human Resources. In certain situations, additional documentation may be required to verify service.
	5. PEIMS Ethnicity Data form
	6. W-4 Form
	7. Public Information Access Notification
□	8. Direct Deposit Form and voided check
	9. TRS Questionnaire.
Д	10. Asbestos Form
	11. Work related injuries Form
	12. Insurance information: If you elect to take our insurance, the effective date will be the first of the month following your hire date. <u>New Employees</u> will have 31 days from the hire date to return enrollment forms. For additional information, you may contact our Benefits Department at 972-487-3047.
	Benefits Enrollment Deadline Date Employee's Initial (Benefits forms should be submitted to the Benefits Dept. onlynot Human Resources)
	13. Policies and Notifications Form:
	14. Technology Acceptable Use Policy (sign and return page 5)
Signatur	e Date

INSTRUCTIONS FOR COMPLETING FORMS

Please complete the enclosed forms according to directions described below.

I-9 FORM Complete all information in Section 1. Be sure to check your citizenship

status and sign and date form. Human Resources will complete Section 2. (Refer to back of I-9 form for eligible document(s)). Original documents

needed.

W-4 FORM You must complete items 1, 2, 3, and 5 and sign and date form. Items 4,

6 and 7 are options. The top of the form is a worksheet to help you determine the number of allowances you wish to take. (If you make a mistake, you will need a new form.) You may make a change at any time during the year.

DIRECT DEPOSIT Complete this form only if you wish to have direct deposit. You must attach

a blank voided check or indicate use of check card only. Retain the canary copy for your records. If you do not choose direct deposit, you would normally

receive your check at your location.

TRS All candidates for employment must submit to Human Resources a completed

QUESTIONNAIRE Teacher Retirement System of Texas form. If answer to #1 is "no", please

sign and date. Otherwise, answer all questions, sign and date.

ASBESTOS NOTICE Print information requested, and sign and date form. Retain canary copy for

your records.

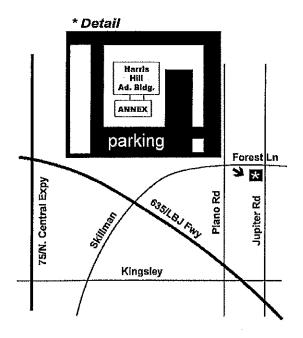
POLICIES AND Retain the following forms for your information, return only the signed

NOTIFICATIONS acknowledgment.

CONTINUING PROFESSIONAL EDUCATION REQUIREMENT (Professional Employees) ABSENCE AND LEAVE POLICY MANDATORY MEDICARE WITHHOLDING EMPLOYEE STANDARDS OF CONDUCT: SEXUAL HARASSMENT / SEXUAL ABUSE

<u>Please contact Human Resources at (972) 487-3057 to schedule an appointment to turn in</u> paperwork and sign your contract.

PRS 129 (5/03) Lavender



The Harris Hill Administration Building is located at the southwest corner of Jupiter Road and Forest Lane in Garland.

Please park in the south parking lot located between the building and the railroad tracks.

Enter the Annex Building through the south entrance.



Instructions for Form I-9, Employment Eligibility Verification

USCIS Form I-9 OMB No. 1615-0047 Expires 08/31/2019

Department of Homeland SecurityU.S. Citizenship and Immigration Services

Anti-Discrimination Notice. It is illegal to discriminate against work-authorized individuals in hiring, firing, recruitment or referral for a fee, or in the employment eligibility verification (Form I-9 and E-Verify) process based on that individual's citizenship status, immigration status or national origin. Employers CANNOT specify which document(s) the employee may present to establish employment authorization and identity. The employer must allow the employee to choose the documents to be presented from the Lists of Acceptable Documents, found on the last page of Form I-9. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination. For more information, call the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC) at 1-800-255-7688 (employees), 1-800-255-8155 (employers), or 1-800-237-2515 (TTY), or visit www.justice.gov/crt/about/osc.

What is the Purpose of This Form?

Employers must complete Form I-9 to document verification of the identity and employment authorization of each new employee (both citizen and noncitizen) hired after November 6, 1986, to work in the United States. In the Commonwealth of the Northern Mariana Islands (CNMI), employers must complete Form I-9 to document verification of the identity and employment authorization of each new employee (both citizen and noncitizen) hired after November 27, 2011.

General Instructions

Both employers and employees are responsible for completing their respective sections of Form I-9. For the purpose of completing this form, the term "employer" means all employers, including those recruiters and referrers for a fee who are agricultural associations, agricultural employers, or farm labor contractors, as defined in section 3 of the Migrant and Seasonal Agricultural Worker Protection Act, Public Law 97-470 (29 U.S.C. 1802). An "employee" is a person who performs labor or services in the United States for an employer in return for wages or other remuneration. The term "Employee" does not include those who do not receive any form of remuneration (volunteers), independent contractors or those engaged in certain casual domestic employment. Form I-9 has three sections. Employees complete Section 1. Employers complete Section 2 and, when applicable, Section 3. Employers may be fined if the form is not properly completed. See 8 USC § 1324a and 8 CFR § 274a.10. Individuals may be prosecuted for knowingly and willfully entering false information on the form. Employers are responsible for retaining completed forms. **Do not mail completed forms to U.S. Citizenship and Immigration Services (USCIS) or Immigration and Customs Enforcement (ICE).**

These instructions will assist you in properly completing Form I-9. The employer must ensure that all pages of the instructions and Lists of Acceptable Documents are available, either in print or electronically, to all employees completing this form. When completing the form on a computer, the English version of the form includes specific instructions for each field and drop-down lists for universally used abbreviations and acceptable documents. To access these instructions, move the cursor over each field or click on the question mark symbol (③) within the field. Employers and employees can also access this full set of instructions at any time by clicking the Instructions button at the top of each page when completing the form on a computer that is connected to the Internet.

Employers and employees may choose to complete any or all sections of the form on paper or using a computer, or a combination of both. Forms I-9 obtained from the USCIS website are not considered electronic Forms I-9 under DHS regulations and, therefore, cannot be electronically signed. Therefore, regardless of the method you used to enter information into each field, you must print a hard copy of the form, then sign and date the hard copy by hand where required.

Employers can obtain a blank copy of Form I-9 from the USCIS website at https://www.uscis.gov/sites/default/files/files/form/i-9.pdf. This form is in portable document format (.pdf) that is fillable and savable. That means that you may download it, or simply print out a blank copy to enter information by hand. You may also request paper Forms I-9 from USCIS.

Certain features of Form I-9 that allow for data entry on personal computers may make the form appear to be more than two pages. When using a computer, Form I-9 has been designed to print as two pages. Using more than one preparer and/or translator will add an additional page to the form, regardless of your method of completion. You are not required to print, retain or store the page containing the Lists of Acceptable Documents.

The form will also populate certain fields with N/A when certain user choices ensure that particular fields will not be completed. The Print button located at the top of each page that will print any number of pages the user selects. Also, the Start Over button located at the top of each page will clear all the fields on the form.

The Spanish version of Form I-9 does not include the additional instructions and drop-down lists described above. Employers in Puerto Rico may use either the Spanish or English version of the form. Employers outside of Puerto Rico must retain the English version of the form for their records, but may use the Spanish form as a translation tool. Additional guidance to complete the form may be found in the <u>Handbook for Employers: Guidance for Completing Form I-9 (M-274)</u> and on USCIS' Form I-9 website, <u>I-9 Central.</u>

Completing Section I: Employee Information and Attestation

You, the employee, must complete each field in Section 1 as described below. Newly hired employees must complete and sign Section 1 no later than the first day of employment. Section 1 should never be completed before you have accepted a job offer.

Entering Your Employee Information

Last Name (Family Name): Enter your full legal last name. Your last name is your family name or surname. If you have two last names or a hyphenated last name, include both names in the Last Name field. Examples of correctly entered last names include De La Cruz, O'Neill, Garcia Lopez, Smith-Johnson, Nguyen. If you only have one name, enter it in this field, then enter "Unknown" in the First Name field. You may not enter "Unknown" in both the Last Name field and the First Name field.

First Name (Given Name): Enter your full legal first name. Your first name is your given name. Some examples of correctly entered first names include Jessica, John-Paul, Tae Young, D'Shaun, Mai. If you only have one name, enter it in the Last Name field, then enter "Unknown" in this field. You may not enter "Unknown" in both the First Name field and the Last Name field.

Middle Initial: Your middle initial is the first letter of your second given name, or the first letter of your middle name, if any. If you have more than one middle name, enter the first letter of your first middle name. If you do not have a middle name, enter N/A in this field.

Other Last Names Used: Provide all other last names used, if any (e.g., maiden name). Enter N/A if you have not used other last names. For example, if you legally changed your last name from Smith to Jones, you should enter the name Smith in this field.

Address (Street Name and Number): Enter the street name and number of the current address of your residence. If you are a border commuter from Canada or Mexico, you may enter your Canada or Mexico address in this field. If your residence does not have a physical address, enter a description of the location of your residence, such as "3 miles southwest of Anytown post office near water tower."

Apartment: Enter the number(s) or letter(s) that identify(ies) your apartment. If you do not live in an apartment, enter N/A.

City or Town: Enter your city, town or village in this field. If your residence is not located in a city, town or village, enter your county, township, reservation, etc., in this field. If you are a border commuter from Canada, enter your city and province in this field. If you are a border commuter from Mexico, enter your city and state in this field.

State: Enter the abbreviation of your state or territory in this field. If you are a border commuter from Canada or Mexico, enter your country abbreviation in this field.

ZIP Code: Enter your 5-digit ZIP code. If you are a border commuter from Canada or Mexico, enter your 5- or 6-digit postal code in this field.

Date of Birth: Enter your date of birth as a 2-digit month, 2-digit day, and 4-digit year (mm/dd/yyyy). For example, enter January 8, 1980 as 01/08/1980.

U.S. Social Security Number: Providing your 9-digit Social Security number is voluntary on Form I-9 unless your employer participates in E-Verify. If your employer participates in E-Verify and:

- 1. You have been issued a Social Security number, you must provide it in this field; or
- 2. You have applied for, but have not yet received a Social Security number, leave this field blank until you receive a Social Security number.

Employee's E-mail Address (Optional): Providing your e-mail address is optional on Form I-9, but the field cannot be left blank. To enter your e-mail address, use this format: name@site .domain. One reason Department of Homeland Security (DHS) may e-mail you is if your employer uses E-Verify and DHS learns of a potential mismatch between the information provided and the information in government records. This e-mail would contain information on how to begin to resolve the potential mismatch. You may use either your personal or work e-mail address in this field. Enter N/A if you do not enter your e-mail address.

Employee's Telephone Number (Optional): Providing your telephone number is optional on Form I-9, but the field cannot be left blank. If you enter your area code and telephone number, use this format: 000-000-0000. Enter N/A if you do not enter your telephone number.

Attesting to Your Citizenship or Immigration Status

You must select one box to attest to your citizenship or immigration status.

- 1. A citizen of the United States.
- 2. A noncitizen national of the United States: An individual born in American Samoa, certain former citizens of the former Trust Territory of the Pacific Islands, and certain children of noncitizen nationals born abroad.
- 3. A lawful permanent resident: An individual who is not a U.S. citizen and who resides in the United States under legally recognized and lawfully recorded permanent residence as an immigrant. This term includes conditional residents. Asylees and refugees should not select this status, but should instead select "An Alien authorized to work" below.
 - If you select "lawful permanent resident," enter your 7- to 9-digit Alien Registration Number (A-Number), including the "A," or USCIS Number in the space provided. When completing this field using a computer, use the dropdown provided to indicate whether you have entered an Alien Number or a USCIS Number. At this time, the USCIS Number is the same as the A-Number without the "A" prefix.
- 4. An alien authorized to work: An individual who is not a citizen or national of the United States, or a lawful permanent resident, but is authorized to work in the United States.

If you select this box, enter the date that your employment authorization expires, if any, in the space provided. In most cases, your employment authorization expiration date is found on the document(s) evidencing your employment authorization. Refugees, asylees and certain citizens of the Federated States of Micronesia, the Republic of the Marshall Islands, or Palau, and other aliens whose employment authorization does not have an expiration date should enter N/A in the Expiration Date field. In some cases, such as if you have Temporary Protected Status, your employment authorization may have been automatically extended; in these cases, you should enter the expiration date of the automatic extension in this space.

Aliens authorized to work must enter one of the following to complete Section1:

- 1. Alien Registration Number (A-Number)/USCIS Number; or
- 2. Form I-94 Admission Number; or
- 3. Foreign Passport Number and the Country of Issuance

Your employer may not ask you to present the document from which you supplied this information.

Alien Registration Number/USCIS Number: Enter your 7- to 9-digit Alien Registration Number (A-Number), including the "A," or your USCIS Number in this field. At this time, the USCIS Number is the same as your A-Number without the "A" prefix. When completing this field using a computer, use the dropdown provided to indicate whether you have entered an Alien Number or a USCIS Number. If you do not provide an A-Number or USCIS Number, enter N/A in this field then enter either a Form I-94 Admission Number, or a Foreign Passport and Country of Issuance in the fields provided.

Form I-94 Admission Number: Enter your 11-digit I-94 Admission Number in this field. If you do not provide an I-94 Admission Number, enter N/A in this field, then enter either an Alien Registration Number/USCIS Number or a Foreign Passport Number and Country of Issuance in the fields provided.

Foreign Passport Number: Enter your Foreign Passport Number in this field. If you do not provide a Foreign Passport Number, enter N/A in this field, then enter either an Alien Number/USCIS Number or a I-94 Admission Number in the fields provided.

Country of Issuance: If you entered your Foreign Passport Number, enter your Foreign Passport's Country of Issuance. If you did not enter your Foreign Passport Number, enter N/A.

Signature of Employee: After completing Section 1, sign your name in this field. If you used a form obtained from the USCIS website, you must print the form to sign your name in this field. By signing this form, you attest under penalty of perjury (28 U.S.C. § 1746) that the information you provided, along with the citizenship or immigration status you selected, and all information and documentation you provide to your employer, is complete, true and correct, and you are aware that you may face severe penalties provided by law and may be subject to criminal prosecution for knowingly and willfully making false statements or using false documentation when completing this form. Further, falsely attesting to U.S. citizenship may subject employees to penalties, removal proceedings and may adversely affect an employee's ability to seek future immigration benefits. If you cannot sign your name, you may place a mark in this field to indicate your signature. Employees who use a preparer or translator to help them complete the form must still sign or place a mark in the Signature of Employee field on the printed form.

If you used a preparer, translator, and other individual to assist you in completing Form I-9:

- Both you and your preparer(s) and/or translator(s) must complete the appropriate areas of Section 1, and then sign Section 1. If Section 1 was completed on a form obtained from the USCIS website, the form must be printed to sign these fields. You and your preparer(s) and/or translator(s) also should review the instructions for Completing the Preparer and/or Translator Certification below.
- If the employee is a minor (individual under 18) who cannot present an identity document, the employee's parent or legal guardian can complete Section 1 for the employee and enter "minor under age 18" in the signature field. If Section 1 was completed on a form obtained from the USCIS website, the form must be printed to enter this information. The minor's parent or legal guardian should review the instructions for Completing the Preparer and/or Translator Certification below. Refer to the Handbook for Employers: Guidance for Completing Form I-9 (M-274) for more guidance on completion of Form I-9 for minors. If the minor's employer participates in E-Verify, the employee must present a list B identity document with a photograph to complete Form I-9
- If the employee is a person with a disability (who is placed in employment by a nonprofit organization, association or as part of a rehabilitation program) who cannot present an identity document, the employee's parent, legal guardian or a representative of the nonprofit organization, association or rehabilitation program can complete Section 1 for the employee and enter "Special Placement" in this field. If Section 1 was completed on a form obtained from the USCIS website, the form must be printed to enter this information. The parent, legal guardian or representative of the nonprofit organization, association or rehabilitation program completing Section 1 for the employee should review the instructions for Completing the Preparer and/or Translator Certification below. Refer to the Handbook for Employers: Guidance for Completing Form I-9 (M-274) for more guidance on completion of Form I-9 for certain employees with disabilities.

Today's Date: Enter the date you signed Section 1 in this field. Do not backdate this field. Enter the date as a 2-digit month, 2-digit day and 4-digit year (mm/dd/yyyy). For example, enter January 8, 2014 as 01/08/2014. A preparer or translator who assists the employee in completing Section 1 may enter the date the employee signed or made a mark to sign Section 1 in this field. Parents or legal guardians assisting minors (individuals under age 18) and parents, legal guardians or representatives of a nonprofit organization, association or rehabilitation program assisting certain employees with disabilities must enter the date they completed Section 1 for the employee.

Completing the Preparer and/or Translator Certification

If you did not use a preparer or translator to assist you in completing Section 1, you, the employee, must check the box marked I did not use a Preparer or Translator. If you check this box, leave the rest of the fields in this area blank.

If one or more preparers and/or translators assist the employee in completing the form using a computer, the preparer and/or translator must check the box marked "A preparer(s) and/or translator(s) assisted the employee in completing Section 1", then select the number of Certification areas needed from the dropdown provided. Any additional Certification areas generated will result in an additional page. Form I-9 Supplement, Section 1 Preparer and/or Translator Certification can be separately downloaded from the USCIS Form I-9 webpage, which provides additional Certification areas for those completing Form I-9 using a computer who need more Certification areas than the 5 provided or those who are completing Form I-9 on paper. The first preparer and/or translator must complete all the fields in the Certification area on the same page the employee has signed. There is no limit to the number of preparers and/or translators an employee can use, but each additional preparer and/or translator must complete and sign a separate Certification area. Ensure the employee's last name, first name and middle initial are entered at the top of any additional pages. The employer must ensure that any additional pages are retained with the employee's completed Form I-9.

Signature of Preparer or Translator: Any person who helped to prepare or translate Section 1 of Form 1-9 must sign his or her name in this field. If you used a form obtained from the USCIS website, you must print the form to sign your name in this field. The Preparer and/or Translator Certification must also be completed if "Individual under Age 18" or "Special Placement" is entered in lieu of the employee's signature in Section 1.

Today's Date: The person who signs the Preparer and/or Translator Certification must enter the date he or she signs in this field on the printed form. Do not backdate this field. Enter the date as a 2-digit month, 2-digit day, and 4-digit year (mm/dd/yyyy). For example, enter January 8, 2014 as 01/08/2014.

Last Name (*Family Name*): Enter the full legal last name of the person who helped the employee in preparing or translating Section 1 in this field. The last name is also the family name or surname. If the preparer or translator has two last names or a hyphenated last name, include both names in this field.

First Name (*Given Name***):** Enter the full legal first name of the person who helped the employee in preparing or translating Section 1 in this field. The first name is also the given name.

Address (Street Name and Number): Enter the street name and number of the current address of the residence of the person who helped the employee in preparing or translating Section 1 in this field. Addresses for residences in Canada or Mexico may be entered in this field. If the residence does not have a physical address, enter a description of the location of the residence, such as "3 miles southwest of Anytown post office near water tower." If the residence is an apartment, enter the apartment number in this field.

City or Town: Enter the city, town or village of the residence of the person who helped the employee in preparing or translating Section 1 in this field. If the residence is not located in a city, town or village, enter the name of the county, township, reservation, etc., in this field. If the residence is in Canada, enter the city and province in this field. If the residence is in Mexico, enter the city and state in this field.

State: Enter the abbreviation of the state, territory or country of the preparer or translator's residence in this field.

ZIP Code: Enter the 5-digit ZIP code of the residence of the person who helped the employee in preparing or translating Section 1 in this field. If the preparer or translator's residence is in Canada or Mexico, enter the 5- or 6-digit postal code.

Presenting Form I-9 Documents

Within 3 business days of starting work for pay, you must present to your employer documentation that establishes your identity and employment authorization. For example, if you begin employment on Monday, you must present documentation on or before Thursday of that week. However, if you were hired to work for less than 3 business days, you must present documentation no later than the end of the first day of employment.

Choose which unexpired document(s) to present to your employer from the Lists of Acceptable Documents. An employer cannot specify which document(s) you may present from the Lists of Acceptable Documents. You may present either one selection from List A or a combination of one selection from List B and one selection from List C. Some List A documents, which show both identity and employment authorization, are combination documents that must be presented together to be considered a List A document: for example, the foreign passport together with a Form I-94 containing an endorsement of the alien's nonimmigrant status and employment authorization with a specific employer incident to such status. List B documents show identity only and List C documents show employment authorization only. If your employer participates in E-Verify and you present a List B document, the document must contain a photograph. If you present acceptable List A documentation, you should not be asked to present, nor should you provide, List B and List C documentation. If you are unable to present a document(s) from these lists, you may be able to present an acceptable receipt. Refer to the Receipts section below.

Your employer must review the document(s) you present to complete Form I-9. If your document(s) reasonably appears to be genuine and to relate to you, your employer must accept the documents. If your document(s) does not reasonably appear to be genuine or to relate to you, your employer must reject it and provide you with an opportunity to present other documents from the Lists of Acceptable Documents. Your employer may choose to make copies of your document(s), but must return the original(s) to you. Your employer must review your documents in your physical presence.

Your employer will complete the other parts of this form, as well as review your entries in Section 1. Your employer may ask you to correct any errors found. Your employer is responsible for ensuring all parts of Form I-9 are properly completed and is subject to penalties under federal law if the form is not completed correctly.

Minors (individuals under age 18) and certain employees with disabilities whose parent, legal guardian or representative completed Section 1 for the employee are only required to present an employment authorization document from List C. Refer to the <u>Handbook for Employers: Guidance for Completing Form I-9 (M-274)</u> for more guidance on minors and certain individuals with disabilities.

Receipts

If you do not have unexpired documentation from the Lists of Acceptable Documents, you may be able to present a receipt(s) in lieu of an acceptable document(s). New employees who choose to present a receipt(s) must do so within three business days of their first day of employment. If your employer is reverifying your employment authorization, and you choose to present a receipt for reverification, you must present the receipt by the date your employment authorization expires. Receipts are not acceptable if employment lasts fewer than three business days.

There are three types of acceptable receipts:

- A receipt showing that you have applied to replace a document that was lost, stolen or damaged. You must present the
 actual document within 90 days from the date of hire or, in the case of reverification, within 90 days from the date your
 original employment authorization expires.
- 2. The arrival portion of Form I-94/I-94A containing a temporary I-551 stamp and a photograph of the individual. You must present the actual Permanent Resident Card (Form I-551) by the expiration date of the temporary I-551 stamp, or, if there is no expiration date, within 1 year from the date of admission.
- 3. The departure portion of Form I-94/I-94A with a refugee admission stamp. You must present an unexpired Employment Authorization Document (Form I-766) or a combination of a List B document and an unrestricted Social Security Card within 90 days from the date of hire or, in the case of reverification, within 90 days from the date your original employment authorization expires.

Receipts showing that you have applied for an initial grant of employment authorization, or for renewal of your expiring or expired employment authorization, are not acceptable.

Completing Section 2: Employer or Authorized Representative Review and Verification

You, the employer, must ensure that all parts of Form I-9 are properly completed and may be subject to penalties under federal law if the form is not completed correctly. Section 1 must be completed no later than the end of the employee's first day of employment. You may not ask an individual to complete Section 1 before he or she has accepted a job offer. Before completing Section 2, you should review Section 1 to ensure the employee completed it properly. If you find any errors in Section 1, have the employee make corrections, as necessary and initial and date any corrections made.

You or your authorized representative must complete Section 2 by examining evidence of identity and employment authorization within 3 business days of the employee's first day of employment. For example, if an employee begins employment on Monday, you must review the employee's documentation and complete Section 2 on or before Thursday of that week. However, if you hire an individual for less than 3 business days, Section 2 must be completed no later than the end of the first day of employment.

Entering Employee Information from Section 1

This area, titled, "Employee Info from Section 1" contains fields to enter the employee's last name, first name, middle initial exactly as he or she entered them in Section 1. This area also includes a Citizenship/Immigration Status field to enter the number of the citizenship or immigration status checkbox the employee selected in Section 1. These fields help to ensure that the two pages of an employee's Form I-9 remain together. When completing Section 2 using a computer, the number entered in the Citizenship/Immigration Status field provides drop-downs that directly relate to the employee's selected citizenship or immigration status.

Entering Documents the Employee Presents

You, the employer or authorized representative, must physically examine, in the employee's physical presence, the unexpired document(s) the employee presents from the Lists of Acceptable Documents to complete the Document fields in Section 2.

You cannot specify which document(s) an employee may present from these lists. If you discriminate in the Form I-9 process based on an individual's citizenship status, immigration status, or national origin, you may be in violation of the law and subject to sanctions such as civil penalties and be required to pay back pay to discrimination victims. A document is acceptable as long as it reasonably appears to be genuine and to relate to the person presenting it. Employees must present one selection from List A or a combination of one selection from List B and one selection from List C.

List A documents show both identity and employment authorization. Some List A documents are combination documents that must be presented together to be considered a List A document, such as a foreign passport together with a Form I-94 containing an endorsement of the alien's nonimmigrant status.

List B documents show identity only, and List C documents show employment authorization only. If an employee presents a List A document, do not ask or require the employee to present List B and List C documents, and vice versa. If an employer participates in E-Verify and the employee presents a List B document, the List B document must include a photograph.

If an employee presents a receipt for the application to replace a lost, stolen or damaged document, the employee must present the replacement document to you within 90 days of the first day of work for pay, or in the case of reverification, within 90 days of the date the employee's employment authorization expired. Enter the word "Receipt" followed by the title of the receipt in Section 2 under the list that relates to the receipt.

When your employee presents the replacement document, draw a line through the receipt, then enter the information from the new document into Section 2. Other receipts may be valid for longer or shorter periods, such as the arrival portion of Form I-94/I-94A containing a temporary I-551 stamp and a photograph of the individual, which is valid until the expiration date of the temporary I-551 stamp or, if there is no expiration date, valid for one year from the date of admission.

Ensure that each document is an unexpired, original (no photocopies, except for certified copies of birth certificates) document. Certain employees may present an expired employment authorization document, which may be considered unexpired, if the employee's employment authorization has been extended by regulation or a Federal Register Notice. Refer to the <u>Handbook for Employers: Guidance for Completing Form 1-9 (M-274)</u> or I-9 Central for more guidance on these special situations.

Refer to the M-274 for guidance on how to handle special situations, such as students (who may present additional documents not specified on the Lists) and H-1B and H-2A nonimmigrants changing employers.

Minors (individuals under age 18) and certain employees with disabilities whose parent, legal guardian or representative completed Section 1 for the employee are only required to present an employment authorization document from List C. Refer to the M-274 for more guidance on minors and certain persons with disabilities. If the minor's employer participates in E-Verify, the minor employee also must present a List B identity document with a photograph to complete Form I-9.

You must return original document(s) to the employee, but may make photocopies of the document(s) reviewed. Photocopying documents is voluntary unless you participate in E-Verify. E-Verify employers are only required to photocopy certain documents. If you are an E-Verify employer who chooses to photocopy documents other than those you are required to photocopy, you should apply this policy consistently with respect to Form I-9 completion for all employees. For more information on the types of documents that an employer must photocopy if the employer uses E-Verify, visit E-Verify's website at www.dhs.gov/e-verify. For non-E-Verify employers, if photocopies are made, they should be made consistently for ALL new hires and reverified employees.

Photocopies must be retained and presented with Form I-9 in case of an inspection by DHS or another federal government agency. You must always complete Section 2 by reviewing original documentation, even if you photocopy an employee's document(s) after reviewing the documentation. Making photocopies of an employee's document(s) cannot take the place of completing Form I-9. You are still responsible for completing and retaining Form I-9.

List A - Identity and Employment Authorization: If the employee presented an acceptable document(s) from List A or an acceptable receipt for a List A document, enter the document(s) information in this column. If the employee presented a List A document that consists of a combination of documents, enter information from each document in that combination in a separate area under List A as described below. All documents must be unexpired. If you enter document information in the List A column, you should not enter document information in the List B or List C columns. If you complete Section 2 using a computer, a selection in List A will fill all the fields in the Lists B and C columns with N/A.

Document Title: If the employee presented a document from List A, enter the title of the List A document or receipt in this field. The abbreviations provided are available in the dropdown when the form is completed on a computer. When completing the form on paper, you may choose to use these abbreviations or any other common abbreviation to enter the document title or issuing authority. If the employee presented a combination of documents, use the second and third Document Title fields as necessary.

Full name of List A Document	Abbreviations
U.S. Passport	U.S. Passport
U.S. Passport Card	U.S. Passport Card
Permanent Resident Card (Form I-551)	Perm. Resident Card (Form I-551)
Alien Registration Receipt Card (Form I-551)	Alien Reg.Receipt Card (Form I-551)
Foreign passport containing a temporary I-551 stamp	Foreign Passport Temporary I-551 Stamp
Foreign passport containing a temporary I-551 printed notation on a machine-readable immigrant visa (MRIV)	Foreign Passport Machine-readable immigrant visa (MRIV)
Employment Authorization Document (Form I-766)	Employment Auth. Document (Form I-766)
For a nonimmigrant alien authorized to work for a specific employer because of his or her status, a foreign passport with Form I/94/I-94A that contains an endorsement of the alien's nonimmigrant status	Foreign Passport, work-authorized non- immigrant Form I-94/I94A "Form I-20" or "Form DS-2019"
	Note: In limited circumstances, certain J-1 students may be required to present a letter from their Responsible Officer in order to work. Enter the document title, issuing authority, document number and expiration date from this document in the Additional Information field.
Passport from the Federated States of Micronesia (FSM) with Form I-94/I-94A	1. FSM Passport with Form I-94 2. Form I-94/I94A
Passport from the Republic of the Marshall Islands (RMI) with Form I-94/I94A	1. RMI Passport with Form I-94 2. Form I-94/I94A
Receipt: The arrival portion of Form I-94/I-94A containing a temporary I-551 stamp and photograph	Receipt: Form I-94/I-94A w/I-551 stamp, photo
Receipt: The departure portion of Form I-94/I-94A with an unexpired refugee admission stamp	Receipt: Form 1-94/I-94A w/refugee stamp
Receipt for an application to replace a lost, stolen or damaged Permanent Resident Card (Form I-551)	Receipt replacement Perm. Res. Card (Form I-551)
Receipt for an application to replace a lost, stolen or damaged Employment Authorization Document (Form I-766)	Receipt replacement EAD (Form I-766)
Receipt for an application to replace a lost, stolen or damaged foreign passport with Form I-94/I-94A that contains an endorsement of the alien's nonimmigrant status	Receipt: Replacement Foreign Passport, work-authorized nonimmigrant Receipt: Replacement Form I-94/I-94A Form I-20 or Form DS-2019, if presented
Receipt for an application to replace a lost, stolen or damaged passport from the Federated States of Micronesia with Form I-94/I-94A	Receipt: Replacement FSM Passport with Form I-94 Receipt: Replacement Form I-94/I-94A
Receipt for an application to replace a lost, stolen or damaged passport from the Republic of the Marshall Islands with Form I-94/I-94A	Receipt: Replacement RMI Passport with Form I-94 Receipt: Replacement Form I-94/I-94A

Issuing Authority: Enter the issuing authority of the List A document or receipt. The issuing authority is the specific entity that issued the document. If the employee presented a combination of documents, use the second and third Issuing Authority fields as necessary.

Document Number: Enter the document number, if any, of the List A document or receipt presented. If the document does not contain a number, enter N/A in this field. If the employee presented a combination of documents, use the second and third Document Number fields as necessary. If the document presented was a Form I-20 or DS-2019, enter the Student and Exchange Visitor Information System (SEVIS) number in the third Document Number field exactly as it appears on the Form I-20 or the DS-2019.

Expiration Date (if any) (mm/dd/yyyy): Enter the expiration date, if any, of the List A document. The document is not acceptable if it has already expired. If the document does not contain an expiration date, enter N/A in this field. If the document uses text rather than a date to indicate when it expires, enter the text as shown on the document, such as "D/S"(which means, "duration of status"). For a receipt, enter the expiration date of the receipt validity period as described above. If the employee presented a combination of documents, use the second and third Expiration Date fields as necessary. If the document presented was a Form I-20 or DS-2019, enter the program end date here.

List B - Identity: If the employee presented an acceptable document from List B or an acceptable receipt for the application to replace a lost, stolen, or destroyed List B document, enter the document information in this column. If a parent or legal guardian attested to the identity of an employee who is an <u>individual under age 18</u> or certain <u>employees with disabilities</u> in Section 1, enter either "Individual under age 18" or "Special Placement" in this field. Refer to the <u>Handbook for Employers: Guidance for Completing Form I-9 (M-274) for more guidance on individuals under age 18 and certain person with disabilities.</u>

If you enter document information in the List B column, you must also enter document information in the List C column. If an employee presents acceptable List B and List C documents, do not ask the employees to present a List A document. No entries should be made in the List A column. If you complete Section 2 using a computer, a selection in List B will fill all the fields in the List A column with N/A.

Document Title: If the employee presented a document from List B, enter the title of the List B document or receipt in this field. The abbreviations provided are available in the dropdown when the form is completed on a computer. When completing the form on paper, you may choose to use these abbreviations or any other common abbreviations to document the document title or issuing authority.

Full name of List B Document	Abbreviations
Driver's license issued by a State or outlying possession of the United States	Driver's license issued by state/territory
ID card issued by a State or outlying possession of the United States	ID card issued by state/territory
ID card issued by federal, state, or local government agencies or entities	Government ID
School ID card with photograph	School ID
Voter's registration card	Voter registration card
U.S. Military card	U.S. Military card
U.S. Military draft record	U.S. Military draft record
Military dependent's ID card	Military dependent's ID card
U.S. Coast Guard Merchant Mariner Card	USCG Merchant Mariner card
Native American tribal document	Native American tribal document
Driver's license issued by a Canadian government authority	Canadian driver's license
School record (for persons under age 18 who are unable to present a document listed above)	School record (under age 18)
Report card (for persons under age 18 who are unable to present a document listed above)	Report Card (under age 18)
Clinic record (for persons under age 18 who are unable to present a document listed above)	Clinic record (under age 18)
Doctor record (for persons under age 18 who are unable to present a document listed above)	Doctor record (under age 18)
Hospital record (for persons under age 18 who are unable to present a document listed above)	Hospital record (under age 18)
Day-care record (for persons under age 18 who are unable to present a document listed above)	Day-care record (under age 18)
Nursery school record (for persons under age 18 who are unable to present a document listed above)	Nursery school record (under age 18)

Full name of List B Document	Abbreviations
Individual under age 18 endorsement by parent or guardian	Individual under Age 18
Special placement endorsement for persons with disabilities	Special Placement
Receipt for the application to replace a lost, stolen or damaged Driver's License issued by a State or outlying possession of the United States	Receipt: Replacement driver's license
Receipt for the application to replace a lost, stolen or damaged ID card issued by a State or outlying possession of the United States	Receipt: Replacement ID card
Receipt for the application to replace a lost, stolen or damaged ID card issued by federal, state, or local government agencies or entities	Receipt: Replacement Gov't ID
Receipt for the application to replace a lost, stolen or damaged School ID card with photograph	Receipt: Replacement School ID
Receipt for the application to replace a lost, stolen or damaged Voter's registration card	Receipt: Replacement Voter reg. card
Receipt for the application to replace a lost, stolen or damaged U.S. Military card	Receipt: Replacement U.S. Military card
Receipt for the application to replace a lost, stolen or damaged Military dependent's ID card	Receipt: Replacement U.S. Military dep. card
Receipt for the application to replace a lost, stolen or damaged U.S. Military draft record	Receipt: Replacement Military draft record
Receipt for the application to replace a lost, stolen or damaged U.S. Coast Guard Merchant Mariner Card	Receipt: Replacement Merchant Mariner card
Receipt for the application to replace a lost, stolen or damaged Driver's license issued by a Canadian government authority	Receipt: Replacement Canadian DL
Receipt for the application to replace a lost, stolen or damaged Native American tribal document	Receipt: Replacement Native American tribal doc
Receipt for the application to replace a lost, stolen or damaged School record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement School record (under age 18)
Receipt for the application to replace a lost, stolen or damaged Report card (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Report card (under age 18)
Receipt for the application to replace a lost, stolen or damaged Clinic record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Clinic record (under age 18)
Receipt for the application to replace a lost, stolen or damaged Doctor record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Doctor record (under age 18)
Receipt for the application to replace a lost, stolen or damaged Hospital record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Hospital record (under age 18)
Receipt for the application to replace a lost, stolen or damaged Day-care record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Day-care record (under age 18)
Receipt for the application to replace a lost, stolen or damaged Nursery school record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Nursery school record (under age 18)

Issuing Authority: Enter the issuing authority of the List B document or receipt. The issuing authority is the entity that issued the document. If the employee presented a document that is issued by a state agency, include the state as part of the issuing authority.

Document Number: Enter the document number, if any, of the List B document or receipt exactly as it appears on the document. If the document does not contain a number, enter N/A in this field.

Expiration Date (if any) (mm/dd/yyyy): Enter the expiration date, if any, of the List B document. The document is not acceptable if it has already expired. If the document does not contain an expiration date, enter N/A in this field. For a receipt, enter the expiration date of the receipt validity period as described in the Receipt section above.

List C - Employment Authorization: If the employee presented an acceptable document from List C, or an acceptable receipt for the application to replace a lost, stolen, or destroyed List C document, enter the document information in this column. If you enter document information in the List C column, you must also enter document information in the List B column. If an employee presents acceptable List B and List C documents, do not ask the employee to present a list A document. No entries should be made in the List A column.

Document Title: If the employee presented a document from List C, enter the title of the List C document or receipt in this field. The abbreviations provided are available in the dropdown when the form is completed on a computer. When completing the form on paper, you may choose to use these abbreviations or any other common abbreviations to document the document title or issuing authority. If you are completing the form on a computer, and you select an Employment authorization document issued by DHS, the field will populate with List C#8 and provide a space for you to enter a description of the documentation the employee presented. Refer to the M-274 for guidance on entering List C #8 documentation.

Full name of List C Document	Abbreviations
Social Security Account Number card without restrictions	(Unrestricted) Social Security Card
Certification of Birth Abroad (Form FS-545)	Form FS-545
Certification of Report of Birth (Form DS-1350)	Form DS-1350
Original or certified copy of a U.S. birth certificate bearing an official seal	Birth Certificate
Native American tribal document	Native American tribal document
U.S. Citizen ID Card (From I-197)	Form I-197
Identification Card for use of Resident Citizen in the United States (Form I-179)	Form I-179
Employment authorization document issued by DHS (List C #8)	Employment Auth. document (DHS) List C #8
Receipt for the application to replace a lost, stolen or damaged Social Security Account Number Card without restrictions	Receipt: Replacement Unrestricted SS Card
Receipt for the application to replace a lost, stolen or damaged Original or certified copy of a U.S. birth certificate bearing an official seal	Receipt: Replacement Birth Certificate
Receipt for the application to replace a lost, stolen or damaged Native American Tribal Document	Receipt: Replacement Native American Tribal Doc.
Receipt for the application to replace a lost, stolen or damaged Employment Authorization Document issued by DHS	Receipt: Replacement Employment Auth. Doc. (DHS)

Issuing Authority: Enter the issuing authority of the List C document or receipt. The issuing authority is the entity that issued the document.

Document Number: Enter the document number, if any, of the List C document or receipt exactly as it appears on the document. If the document does not contain a number, enter N/A in this field.

Expiration Date (if any) (mm/dd/yyyy): Enter the expiration date, if any, of the List C document. The document is not acceptable if it has already expired, unless USCIS has extended the expiration date on the document. For instance, if a conditional resident presents a Form I-797 extending his or her conditional resident status with the employee's expired Form I-551, enter the future expiration date as indicated on the Form I-797. If the document has no expiration date, enter N/A in this field. For a receipt, enter the expiration date of the receipt validity period as described in the Receipt section above.

Additional Information: Use this space to notate any additional information required for Form I-9 such as:

- Employment authorization extensions for Temporary Protected Status beneficiaries, F-1 OPT STEM students, CAP-GAP, H-1B and H-2A employees continuing employment with the same employer or changing employers, and other nonimmigrant categories that may receive extensions of stay
- Additional document(s) that certain nonimmigrant employees may present
- Discrepancies that E-Verify employers must notate when participating in the IMAGE program
- Employee termination dates and form retention dates
- E-Verify case number, which may also be entered in the margin or attached as a separate sheet per E-Verify requirements and your chosen business process.
- Any other comments or notations necessary for the employer's business process

You may leave this field blank if the employee's circumstances do not require additional notations.

Entering Information in the Employer Certification

Employee's First Day of Employment: Enter the employee's first day of employment as a 2-digit month, 2-digit day and 4-digit year (mm/dd/yyyy).

Signature of Employer or Authorized Representative: Review the form for accuracy and completeness. The person who physically examines the employee's original document(s) and completes Section 2 must sign his or her name in this field. If you used a form obtained from the USCIS website, you must print the form to sign your name in this field. By signing Section 2, you attest under penalty of perjury (28 U.S.C. § 1746) that you have physically examined the documents presented by the employee, the document(s) reasonably appear to be genuine and to relate to the employee named, that to the best of your knowledge the employee is authorized to work in the United States, that the information you entered in Section 2 is complete, true and correct to the best of your knowledge, and that you are aware that you may face severe penalties provided by law and may be subject to criminal prosecution for knowingly and willfully making false statements or knowingly accepting false documentation when completing this form.

Today's Date: The person who signs Section 2 must enter the date he or she signed Section 2 in this field. Do not backdate this field. If you used a form obtained from the USCIS website, you must print the form to write the date in this field. Enter the date as a 2-digit month, 2-digit day and 4-digit year (mm/dd/yyyy). For example, enter January 8, 2014 as 01/08/2014.

Title of Employer or Authorized Representative: Enter the title, position or role of the person who physically examines the employee's original document(s), completes and signs Section 2.

Last Name of the Employer or Authorized Representative: Enter the full legal last name of the person who physically examines the employee's original documents, completes and signs Section 2. Last name refers to family name or surname. If the person has two last names or a hyphenated last name, include both names in this field.

First Name of the Employer or Authorized Representative: Enter the full legal first name of the person who physically examines the employee's original documents, completes, and signs Section 2. First name refers to the given name.

Employer's Business or Organization Name: Enter the name of the employer's business or organization in this field.

Employer's Business or Organization Address (Street Name and Number): Enter an actual, physical address of the employer. If your company has multiple locations, use the most appropriate address that identifies the location of the employer. Do not provide a P.O. Box address.

City or Town: Enter the city or town for the employer's business or organization address. If the location is not a city or town, you may enter the name of the village, county, township, reservation, etc. that applies.

State: Enter the two-character abbreviation of the state for the employer's business or organization address.

ZIP Code: Enter the 5-digit ZIP code for the employer's business or organization address.

Completing Section 3: Reverification and Rehires

Section 3 applies to both reverification and rehires. When completing this section, you must also complete the Last Name, First Name and Middle Initial fields in the Employee Info from Section 1 area at the top of Section 2, leaving the Citizenship/ Immigration Status field blank. When completing Section 3 in either a reverification or rehire situation, if the employee's name has changed, record the new name in Block A.

Reverification

Reverification in Section 3 must be completed prior to the earlier of:

- The expiration date, if any, of the employment authorization stated in Section 1, or
- The expiration date, if any, of the List A or List C employment authorization document recorded in Section 2 (with some exceptions listed below).

Some employees may have entered "N/A" in the expiration date field in Section 1 if they are aliens whose employment authorization does not expire, e.g. asylees, refugees, certain citizens of the Federated States of Micronesia, the Republic of the Marshall Islands, or Palau. Reverification does not apply for such employees unless they choose to present evidence of employment authorization in Section 2 that contains an expiration date and requires reverification, such as Form I-766, Employment Authorization Document.

You should not reverify U.S. citizens and noncitizen nationals, or lawful permanent residents (including conditional residents) who presented a Permanent Resident Card (Form I-551). Reverification does not apply to List B documents.

For reverification, an employee must present an unexpired document(s) (or a receipt) from either List A or List C showing he or she is still authorized to work. You CANNOT require the employee to present a particular document from List A or List C. The employee is also not required to show the same type of document that he or she presented previously. See specific instructions on how to complete Section 3 below.

Rehires

If you rehire an employee within three years from the date that the Form I-9 was previously executed, you may either rely on the employee's previously executed Form I-9 or complete a new Form I-9.

If you choose to rely on a previously completed Form I-9, follow these guidelines.

- If the employee remains employment authorized as indicated on the previously executed Form I-9, the employee does not need to provide any additional documentation. Provide in Section 3 the employee's rehire date, any name changes if applicable, and sign and date the form.
- If the previously executed Form I-9 indicates that the employee's employment authorization from Section 1 or employment authorization documentation from Section 2 that is subject to reverification has expired, then reverification of employment authorization is required in Section 3 in addition to providing the rehire date. If the previously executed Form I-9 is not the current version of the form, you must complete Section 3 on the current version of the form.
- If you already used Section 3 of the employee's previously executed Form I-9, but are rehiring the employee within three years of the original execution of Form I-9, you may complete Section 3 on a new Form I-9 and attach it to the previously executed form.

Employees rehired after three years of original execution of the Form I-9 must complete a new Form I-9.

Complete each block in Section 3 as follows:

Block A - New Name: If an employee who is being reverified or rehired has also changed his or her name since originally completing Section 1 of this form, complete this block with the employee's new name. Enter only the part of the name that has changed, for example: if the employee changed only his or her last name, enter the last name in the Last Name field in this Block, then enter N/A in the First Name and Middle Initial fields. If the employee has not changed his or her name, enter N/A in each field of Block A.

Block B - Date of Rehire: Complete this block if you are rehiring an employee within three years of the date Form I-9 was originally executed. Enter the date of rehire in this field. Enter N/A in this field if the employee is not being rehired.

Block C - Complete this block if you are reverifying expiring or expired employment authorization or employment authorization documentation of a current or rehired employee. Enter the information from the List A or List C document(s) (or receipt) that the employee presented to reverify his or her employment authorization. All documents must be unexpired.

Document Title: Enter the title of the List A or C document (or receipt) the employee has presented to show continuing employment authorization in this field.

Document Number: Enter the document number, if any, of the document you entered in the Document Title field exactly as it appears on the document. Enter N/A if the document does not have a number.

Expiration Date (if any) (mm/dd/yyyy): Enter the expiration date, if any, of the document you entered in the Document Title field as a 2-digit month, 2-digit day, and 4-digit year (mm/dd/yyyy). If the document does not contain an expiration date, enter N/A in this field.

Signature of Employer or Authorized Representative: The person who completes Section 3 must sign in this field. If you used a form obtained from the USCIS website, you must print Section 3 of the form to sign your name in this field. By signing Section 3, you attest under penalty of perjury (28 U.S.C. §1746) that you have examined the documents presented by the employee, that the document(s) reasonably appear to be genuine and to relate to the employee named, that to the best of your knowledge the employee is authorized to work in the United States, that the information you entered in Section 3 is complete, true and correct to the best of your knowledge, and that you are aware that you may face severe penalties provided by law and may be subject to criminal prosecution for knowingly and willfully making false statements or knowingly accepting false documentation when completing this form.

Today's Date: The person who completes Section 3 must enter the date Section 3 was completed and signed in this field. Do not backdate this field. If you used a form obtained from the USCIS website, you must print Section 3 of the form to enter the date in this field. Enter the date as a 2-digit month, 2-digit day, and 4-digit year (mm/dd/yyyy). For example, enter January 8, 2014 as 01/08/2014.

Name of Employer or Authorized Representative: The person who completed, signed and dated Section 3 must enter his or her name in this field.

What is the Filing Fee?

There is no fee for completing Form I-9. This form is not filed with USCIS or any government agency. Form I-9 must be retained by the employer and made available for inspection by U.S. Government officials as specified in the "USCIS Privacy Act Statement" below.

USCIS Forms and Information

For additional guidance about Form I-9, employers and employees should refer to the *Handbook for Employers: Guidance for Completing Form I-9 (M-274)* or USCIS' Form I-9 website at www.uscis.gov/I-9Central.

You can also obtain information about Form I-9 by e-mailing USCIS at <u>I-9Central@dhs.gov</u>, or by calling 1-888-464-4218 or 1-877-875-6028 (TTY).

You may download and obtain the English and Spanish versions of Form I-9, the *Handbook for Employers*, or the instructions to Form I-9 from the USCIS website at https://www.uscis.gov/i-9. To complete Form I-9 on a computer, you will need the latest version of Adobe Reader, which can be downloaded for free at http://get.adobe.com/reader/. You may order USCIS forms by calling our toll-free number at 1-800-870-3676. You may also obtain forms and information by contacting the USCIS National Customer Service Center at 1-800-375-5283 or 1-800-767-1833 (TTY).

Information about E-Verify, a fast, free, internet-based system that allows businesses to determine the eligibility of their employees to work in the United States, can be obtained from the USCIS website at http://www.uscis.gov/e-verify, by e-mailing USCIS at E-Verify@dhs.gov or by calling 1-888-464-4218 or 1-877-875-6028 (TTY).

Employees with questions about Form I-9 and/or E-Verify can reach the USCIS employee hotline by calling 1-888-897-7781 or 1-877-875-6028 (TTY).

Photocopying Blank and Completed Forms I-9 and Retaining Completed Forms I-9

Employers may photocopy or print blank Forms I-9 for future use. All pages of the instructions and Lists of Acceptable Documents must be available, either in print or electronically, to all employees completing this form. Employers must retain each employee's completed Form I-9 for as long as the individual works for the employer and for a specified period after employment has ended. Employers are required to retain the pages of the form on which the employee and employer entered data. If copies of documentation presented by the employee are made, those copies must also be retained. Once the individual's employment ends, the employer must retain this form and attachments for either 3 years after the date of hire (i.e., first day of work for pay) or 1 year after the date employment ended, whichever is later. In the case of recruiters or referrers for a fee (only applicable to those that are agricultural associations, agricultural employers, or farm labor contractors), the retention period is 3 years after the date of hire (i.e., first day of work for pay).

Forms I-9 obtained from the USCIS website that are not printed and signed manually (by hand) are not considered complete. In the event of an inspection, retaining incomplete forms may make you subject to fines and penalties associated with incomplete forms.

Employers should ensure that information employees provide on Form I-9 is used only for Form I-9 purposes. Completed Forms I-9 and all accompanying documents should be stored in a safe, secure location.

Form I-9 may be generated, signed, and retained electronically, in compliance with Department of Homeland Security regulations at 8 CFR 274a.2.

USCIS Privacy Act Statement

AUTHORITIES: The authority for collecting this information is the Immigration Reform and Control Act of 1986, Public Law 99-603 (8 USC § 1324a).

PURPOSE: This information is collected by employers to comply with the requirements of the Immigration Reform and Control Act of 1986. This law requires that employers verify the identity and employment authorization of individuals they hire for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

DISCLOSURE: Providing the information collected by this form is voluntary. However an employer should not continue to employ an individual without a completed form. Failure of the employer to prepare and/or ensure proper completion of this form for each employee hired in the United States after November 6, 1986 or in the Commonwealth of the Mariana Islands after November 27, 2011, may subject the employer to civil and/or criminal penalties. In addition, employing individuals knowing that they are unauthorized to work in the United States may subject the employer to civil and/or criminal penalties.

ROUTINE USES: This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The employer must retain this form for the required period and make it available for inspection by authorized officials of the Department of Homeland Security, Department of Labor and Office of Special Counsel for Immigration-Related Unfair Employment Practices.

Paperwork Reduction Act

An agency may not conduct or sponsor an information collection and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The public reporting burden for this collection of information is estimated at 35 minutes per response, when completing the form manually, and 26 minutes per response when using a computer to aid in completion of the form, including the time for reviewing instructions and completing and retaining the form. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Citizenship and Immigration Services, Regulatory Coordination Division, Office of Policy and Strategy, 20 Massachusetts Avenue NW, Washington, DC 20529-2140; OMB No. 1615-0047. **Do not mail your completed Form I-9 to this address**.



Employment Eligibility Verification Department of Homeland Security U.S. Citizenship and Immigration Services

USCIS Form I-9

OMB No. 1615-0047 Expires 08/31/2019

▶ START HERE: Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information	and Attest	ation (Employees mu	st complete an		etion 1 of	Form I-9 no later
than the first day of employment, but not				Middle Initial	Tother I	aet Namas	Used (if any)
Last Name (Family Name)	First Name (Given Name) Middle Initial			Other L	asi Hailles	Oseu (II arry)	
Address (Street Number and Name) Apt. Number City or Town				State	ZIP Code		
Date of Birth (mm/dd/yyyy) U.S. Social Security Number Employee's E-mail Address					Er	nployee's T	elephone Number
I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.							
I attest, under penalty of perjury, that I a	ım (check one	of the	following boxe	es):			
1. A citizen of the United States							
2. A noncitizen national of the United States	(See instruction	ns)					
3. A lawful permanent resident (Alien Re	gistration Numbe	r/USCIS	Number):				
4. An alien authorized to work until (expiration Some aliens may write "N/A" in the expiration					_		
Aliens authorized to work must provide only or An Alien Registration Number/USCIS Number	ne of the following OR Form I-94 A	g docume dmission	ent numbers to co Number OR Fore	omplete Form I-9 eign Passport N); umber.		R Code - Section 1 Not Write In This Space
Allen Registration Number/USCIS Number: OR							
2. Form I-94 Admission Number: OR			· · · · · · · · · · · · · · · · · · ·				
3. Foreign Passport Number:				_			
Country of Issuance:							
Signature of Employee				Today's Da	te (mm/dd/	′уууу)	
(Fields below must be completed and sign	A preparer(s) a ed when prepa	nd/or trar i <i>rers an</i> c	islator(s) assisted d/or translators	assist an empi	loyee in c	ompleting	Section 1.)
I attest, under penalty of perjury, that I h knowledge the information is true and o	nave assisted correct.	in the c	ompletion of S	Section 1 of th	is form a	and that t	o the best of my
Signature of Preparer or Translator					Today's [Date (mm/d	d/yyyy)
Last Name (Family Name)			First Nan	ne (Given Name _,)		
Address (Street Number and Name)			City or Town			State	ZIP Code

STOP

Employer Completes Next Page



Employment Eligibility Verification Department of Homeland Security

U.S. Citizenship and Immigration Services

USCIS Form I-9

OMB No. 1615-0047 Expires 08/31/2019

Section 2. Employer or Authorized Representative Review and Verification (Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.") Citizenship/Immigration Status Last Name (Family Name) First Name (Given Name) M.I. Employee Info from Section 1 List A OR List B AND List C **Employment Authorization** Identity and Employment Authorization Identity Document Title Document Title Document Title Issuing Authority Issuing Authority **Issuing Authority Document Number Document Number** Document Number Expiration Date (if any)(mm/dd/yyyy) Expiration Date (if any)(mm/dd/yyyy) Expiration Date (if any)(mm/dd/yyyy) Document Title QR Code - Sections 2 & 3 Additional Information Issuing Authority Do Not Write In This Space Document Number Expiration Date (if any)(mm/dd/yyyy) Document Title Issuing Authority Document Number Expiration Date (if any)(mm/dd/yyyy) Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States. The employee's first day of employment (mm/dd/yyyy): (See instructions for exemptions) Signature of Employer or Authorized Representative Today's Date(mm/dd/yyyy) Title of Employer or Authorized Representative Last Name of Employer or Authorized Representative Employer's Business or Organization Name First Name of Employer or Authorized Representative State ZIP Code Employer's Business or Organization Address (Street Number and Name) City or Town Section 3. Reverification and Rehires (To be completed and signed by employer or authorized representative.) A. New Name (if applicable) B. Date of Rehire (if applicable) First Name (Given Name) Middle Initial Date (mm/dd/yyyy) Last Name (Family Name) C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below. Document Number Expiration Date (if any) (mm/dd/yyyy) Document Title I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual. Signature of Employer or Authorized Representative Today's Date (mm/dd/yyyy) Name of Employer or Authorized Representative

LISTS OF ACCEPTABLE DOCUMENTS All documents must be UNEXPIRED

Employees may present one selection from List A or a combination of one selection from List B and one selection from List C.

	LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity AN	ID	LIST C Documents that Establish Employment Authorization
3.	U.S. Passport or U.S. Passport Card Permanent Resident Card or Alien Registration Receipt Card (Form I-551) Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine- readable immigrant visa Employment Authorization Document that contains a photograph (Form		I. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	2.	by the Department of State (Form
5.	I-766) For a nonimmigrant alien authorized to work for a specific employer because of his or her status: a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the alien's	- 4 - 5 - 7 - 8	3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian	4. 5.	
6.	nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		For persons under age 18 who are unable to present a document listed above: 10. School record or report card 11. Clinic, doctor, or hospital record 12. Day-care or nursery school record	7.	U.S. Citizen ID Card (Form I-197) Identification Card for Use of Resident Citizen in the United States (Form I-179) Employment authorization document issued by the Department of Homeland Security

Examples of many of these documents appear in Part 8 of the Handbook for Employers (M-274).

Refer to the instructions for more information about acceptable receipts.

Form W-4 (2017)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2017 expires February 15, 2018. See Pub. 505, Tax Withholding and Estimated Tax.

Note: If another person can claim you as a dependent on his or her tax return, you can't claim exemption from withholding if your total income exceeds \$1,050 and includes more than \$350 of unearned income (for example, interest and dividends).

Exceptions. An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- · Is age 65 or older,
- Is blind, or

The exceptions don't apply to supplemental wages greater than \$1,000,000.

Basic instructions. If you aren't exempt, complete the Personal Allowances Worksheet below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the Personal Allowances Worksheet below.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

Nonresident alien. If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Check your withholding. After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2017. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Future developments. Information about any future developments affecting Form W-4 (such as

	claim adjustments to ed deductions, on h	o income; tax credits; or is or her tax return.	See Pub. 505 for information credits into withholding allow		r other legislation at www.	on enacted after we irs.gov/w4.	e release it) v	will be posted
		Persona	al Allowances Works	heet (Keep fo	or your records.)		
A	Enter "1" for yo	urself if no one else can	claim you as a dependent					A
	1	You're single and have	e only one job; or)		
В	Enter "1" if:	 You're married, have 	only one job, and your spo	ouse doesn't wo	ork; or	} ,		В
	l	 Your wages from a sec 	ond job or your spouse's v	wages (or the tot	al of both) are \$1,5	.00 or less.		
С	Enter "1" for you	ur spouse. But, you may	choose to enter "-0-" if ye	ou are married :	and have either a v	working spouse	or more	
	than one job. (E	intering "-0-" may help yo	u avoid having too little ta	x withheld.) .		· · · ·		С
D	Enter number of	f dependents (other than	your spouse or yourself)	you will claim o	n your tax return .			D
E			hold on your tax return (s					
F	Enter "1" if you	have at least \$2,000 of cl	nild or dependent care e	xpenses for wh	ich you plan to cla	aim a credit		F
	(Note: Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)							
G	Child Tax Cred	it (including additional ch	ild tax credit). See Pub. 9	72, Child Tax C	redit, for more info	rmation.		
	• If your total income will be less than \$70,000 (\$100,000 if married), enter "2" for each eligible child; then less "1" if you							
	have two to four	r eligible children or less	"2" if you have five or mo	re eligible childr	en.			
	•	-	000 and \$84,000 (\$100,000			_		G
Н	Add lines A throu	gh G and enter total here. (I	Note: This may be different f	rom the number	of exemptions you o	laim on your tax	return.) 🕨	Н
	For accuracy,	If you plan to itemize and Adjustments Wor	or claim adjustments to i	ncome and wan	t to reduce your wi	hholding, see th	e Deductio	ons
	complete all	If you are single and	have more than one job o	or are married ar	nd you and your sp	ouse both wor	k and the c	ombined
	worksheets	earnings from all jobs e	xceed \$50,000 (\$20,000 if	married), see the	e Two-Earners/Mu	Itiple Jobs Wor	ksheet on	page 2
	that apply.	to avoid having too little	e tax witnneid. e situations applies, stop h	ere and enter th	e number from line	H on line 5 of Fr	orm W-4 he	low
		·			·····			
		Separate here and	give Form W-4 to your en	ıployer. Keep ti	ne top part for you	r records		
	MALA	Employe	e's Withholding	(Allowan	ce Certifica	ıte	OMB No	1545-0074
Form	VV -44		titled to claim a certain numb				90°	17
	ment of the Treasury Il Revenue Service		he IRS. Your employer may b					
1	Your first name a	and middle initial	Last name			2 Your socia	l security nu	umber
		v						
	Home address (r	number and street or rural route	9)	3 Single	Married Ma	rried, but withhold	at higher Sin	gle rate.
				Note: If married, b	ut legally separated, or sp	ouse is a nonresident	alien, check th	ne "Single" box.
	City or town, stat	te, and ZIP code		4 If your last na	ame differs from that	shown on your s	ocial securif	ty card,
				check here.	You must call 1-800	-772-1213 for a r€	placement	card. 🕨 🔲
5	Total number	of allowances you are cla	aiming (from line H above	or from the app	licable worksheet	on page 2)	5	
6	Additional am	ount, if any, you want wit	hheld from each paychec	k			6 \$	
7	l claim exemp	tion from withholding for	2017, and I certify that I r	neet both of the	following condition	ons for exempti	on.	
	• Last year I h	ad a right to a refund of a	all federal income tax with	iheld because l	had no tax liability	, and		
	• This year I e	xpect a refund of all fede	ral income tax withheld b	ecause I expect	t to have no tax lia	bility.		
			mpt" here			7		
Unde	er penalties of perj	ury, I declare that I have ex	camined this certificate and	, to the best of n	ny knowledge and b	elief, it is true, c	orrect, and	complete.
Emp	loyee's signature	•				_		
(This		ınless you sign it.) ▶				Date >		
8	Employer's name	e and address (Employer: Com	plete lines 8 and 10 only if sen	ding to the IRS.)	9 Office code (optional) 10 Employeri	identification	number (EİN)

OHILL AN-	4 (2017)								ı aye z
					djustments Worksl				
Note:	te: Use this worksheet only if you plan to itemize deductions or claim certain credits or adjustments to income. Enter an estimate of your 2017 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 10% of your income, and miscellaneous deductions. For 2017, you may have to reduce your itemized deductions if your income is over \$313,800 and you're married filing jointly or you're a qualifying widow(er); \$287,650 if you're \$261,500 if you're single, not head of household and not a qualifying widow(er); or \$156,900 if you're								
	married filing separately. See Pub. 505 for details								
2	Enter: \$9	,350 if head o			(er)		2	\$	
3			If zero or less, enter	•			3	\$	
4					y additional standard de	eduction (see	Pub. 505) 4	\$	
5									
6	Enter an estin	nate of your 2	017 nonwage income	e (such as div	idends or interest) .		6	\$	
7			If zero or less, enter					\$	
8	Divide the an	nount on line	7 by \$4,050 and ente	r the result he	ere. Drop any fraction		8		
9					t, line H, page 1				
10					the Two-Earners/Mult d enter this total on For				
					(See Two earners o		MT)	
Note:			the instructions unde						
1					ed the Deductions and A	djustments W	orksheet) 1		
2	Find the num	ber in Table	1 below that applies	to the LOWE	ST paying job and ent	er it here. H o	wever, if		
					ng job are \$65,000 or l				
3					om line 1. Enter the res			***************************************	
	"-0-") and on	Form W-4, lir	ne 5, page 1. Do not i	use the rest c	f this worksheet		3		
Note:					age 1. Complete lines 4	through 9 be	elow to		
	figure the add	litional withho	olding amount necess	sary to avoid a	a year-end tax bill.				
4			2 of this worksheet			4			
5	Enter the num	nber from line	1 of this worksheet			5			
6							6	_	
7					ST paying job and ente			\$	
8					additional annual withh			\$	
9					r example, divide by 25 i				
	weeks and you	u complete thi	s form on a date in Ja	nuary when th	ere are 25 pay periods	remaining in 2	U17. Enter	φ	
	tne result nere			is is the addit	onal amount to be withh		paycheck 9 ble 2	\$	
	B. 4	Tab	/		Morried Filing			Other	'e
	Married Filing	Jointly	All Other		Married Filing J				
	s from LOWEST job are—	Enter on line 2 above	If wages from LOWEST paying job are—	Enter on line 2 above	If wages from HIGHEST paying job are—	Enter on line 7 above	If wages from HIGH paying job are—		Enter on line 7 above
14,0 22,0 27,0 35,0 44,0 55,0 65,0 75,0 95,0 115,0	\$0 - \$7,000 101 - 14,000 101 - 22,000 101 - 27,000 101 - 35,000 101 - 35,000 101 - 55,000 101 - 65,000 101 - 65,000 101 - 80,000 101 - 95,000 101 - 115,000 101 - 140,000 101 - 140,000 101 - 150,000	0 1 2 3 4 5 6 7 8 9 10 11 12 13 14	\$0 - \$8,000 8,001 - 16,000 16,001 - 26,000 26,001 - 34,000 34,001 - 44,000 44,001 - 70,000 70,001 - 85,000 85,001 - 110,000 110,001 - 125,000 125,001 - 140,000 140,001 and over	0 1 2 3 4 5 6 7 8 9	\$0 - \$75,000 75,001 - 135,000 135,001 - 205,000 205,001 - 360,000 360,001 - 405,000 405,001 and over	\$610 1,010 1,130 1,340 1,420 1,600	\$0 - \$38 38,001 - 85 85,001 - 185 185,001 - 400 400,001 and ov	,000 ,000 ,000	\$610 1,010 1,130 1,340 1,600

Privacy Act and Paperwork Reduction Act Notice. We ask for the Information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

PEIMS Data Standards Ethnicity and Race Reporting Guidance

Texas Education Agency Texas Public School Student/Staff Ethnicity and Race Data Questionnaire

The United States Department of Education (USDE) requires all state and local education institutions to collect data on ethnicity and race for students and staff. This information is used for state and federal accountability reporting as well as for reporting to the Office of Civil Rights (OCR) and the Equal Employment Opportunity Commission (EEOC).

School district staff and parents or guardians of students enrolling in school are requested to provide this information. If you decline to provide this information, please be aware that the USDE requires school districts to use observer identification as a last resort for collecting the data for federal reporting.

Please answer both parts of the following questions on the student's or staff member's ethnicity and race. *United States Federal Register (71 FR 44866)*

Part 1. Ethnicity: Is the person Hispanic	/Latino? (Choose only one)
Hispanic/Latino - A person of Cuban, M other Spanish culture or origin, regardles	lexican, Puerto Rican, South or Central American, or ss of race.
☐ Not Hispanic/Latino	
Part 2. Race: What is the person's race?	(Choose one or more)
American Indian or Alaska Native - A post of North and South America (including C or community attachment.	person having origins in any of the original peoples entral America), and who maintains a tribal affiliation
Asian - A person having origins in any o Asia, or the Indian subcontinent including Korea, Malaysia, Pakistan, the Philippine	of the original peoples of the Far East, Southeast g, for example, Cambodia, China, India, Japan, e Islands, Thailand, and Vietnam.
Black or African American - A person l Africa.	having origins in any of the black racial groups of
Native Hawaiian or Other Pacific Islan peoples of Hawaii, Guam, Samoa, or oth	der - A person having origins in any of the original ner Pacific Islands.
White - A person having origins in any o North Africa.	f the original peoples of Europe, the Middle East, or
Staff Name (please print)	Staff Signature
Staff Identification Number (to be assigned)	Date

Selecting a Race

The following chart may help in connecting an individual's geographic/national origin with a race, as defined in the USDE Guidance:

If an individual considers him- or herself to be:	or comes from one of the following countries or regions:	and assuming single-race, the individual may be identified as:
European American	Northern Europe such as: Britain (Scotland, Ireland, Wales) Denmark, Estonia, Finland, Iceland, Latvia, Lithuania, Norway, Sweden	White
·	Western Europe such as: Belgium, France, Holland, Luxembourg,	
	Central Europe such as: Austria, Czech Republic, Germany, Hungary, Poland, Slovakia, Switzerland	
	Eastern Europe such as: Belarus, Bulgaria, Romania, Russia, Ukraine	
	Southern Europe such as: Bosnia, Catalonia, Croatia, Cyprus, Greece, Italy, Macedonia, Malta, Montenegro, Portugal, Serbia, Slovenia, Spain	
	Other such as: Caucasus, Armenia, Georgia, Azerbaijan	
Middle Eastern American	Afghanistan, Egypt, Israel, Iraq, Jordan, Lebanon, Palestine, Saudi Arabia, Syria. Turkey, Yemen	White
North African American	Algeria, Egypt, Morocco	White
Black, African American, Afro- American	Bahamas, Barbados, Botswana, Ethiopia, Haiti, Jamaica, Liberia, Madagascar, Mozambique, Namibia, Nigeria, Nigriti, South Africa, Sudan, Tobago, Trinidad, West Indies, Zaire	Black
Asian American	Asian Indian, Bangladesh, Bhutan, Burma, Cambodia, China, Taiwan, Philippines, Indonesia, Japan, Korea, Laos, Malaysia, Mongolia, Nepal, Okinawa, Pakistan, Singapore, Sri Lankan, Thailand, Vietnam; or ancestry groups such as Hmongs, Mongolians, Iwo Jiman, Maldivian	Asian
Pacific Islander	Caroline Islands, Fiji, Guam, Hawaiian Islands, Marshall Islands, Papua New Guinea, Polynesia, Samoa, Solomon Islands, Tahiti, Tarawa Islands, Tonga	Pacific Islander
Australian or New Zealander—not an Indigenous person	Australia, New Zealand	White
Aborigine, Indigenous Australian, Melanesian, Torres Straits Islander	Australia, New Zealand, Torres Straits Islands	Pacific Islander

Public Information Access Notification

Periodically, information concerning district employees is requested by the public. The Public Information Act requires the district to release information regarding name, salary, dates of employment, title, etc. to the public. Employees may choose to keep their address, phone number, Social Security number, and information that reveals whether they have family members private.

This choice must be made within 14 days of hire or the information is subject to public access. Employees may choose to open or close access to this information at any time by submitting a written statement to the personnel records administrator.

Name		Social Security	number
Home address			
	Street	•	Apt.
-	City	Zip	County
Phone Number Hor	ne / Cell (circle or	1e)	
Election to Close	or Open Public A	ccess:	
	LOSE public access ad information on fa	•	s, telephone number, Social Security
	PEN public access ad information on fa	•	, telephone number, Social Security
Signature			
Date	•		

Employee Information:

INSTRUCTIONS FOR DIRECT DEPOSIT AUTHORIZATION AGREEMENT

To Set Up A Direct Deposit

- 1. Fill out the Personal Information section.
- 2. In the Account #1 Section enter the information for the MAIN account to which you want your payroll dollars transferred.
- 3. Complete the Account #2 Section ONLY if you want part of your payroll dollars transferred to another account or financial institution.
- 4. Read the authorization then Sign and Date.
- 5. Attach one of the following which indicates your account number and routing number:
 - a voided check
 - a copy of a temporary check that has your account number and routing number listed
 - a form from your financial institution providing your account number and routing number
- Send your completed Direct Deposit Authorization agreement AND attachment (see 5 above) to the Payroll Dept.
 - through school mail to Payroll, Box 129
 - via fax to 972-485-4931
 - scan and email to GISD-PAYROLL through Outlook
 - or bring it by the Payroli Dept @ Harris Hill, southwest corner of Forest Ln. and Jupiter Rd.

Things to Note

- The week of payday is TOO LATE to submit a Direct Deposit Authorization Agreement. They should be submitted AT LEAST 10 DAYS BEFORE the next payday.
- If you are too late to set up a new or change a current direct deposit, and you have already closed the account to which your pay will be directed, then:
 - You can contact your former financial institution. Some may be willing to hold our direct deposit so you can drop by their location to pick up your pay on payday. This is solely at their discretion.
 - Otherwise your former financial institution will return the pay to Garland ISD. This can take up to five days. Upon receipt, Payroli will re-issue the pay on either the next following Wednesday or the next following payday, whichever comes first.
- The first payday after your Direct Deposit Authorization Agreement is processed YOU WILL RECEIVE A PAPER CHECK.
 This is called pre-noting, giving the banks a cycle to make sure the actual transfer of funds on the following payday will be successful.
 - This paper check will be mailed to your home address. Please make sure your ADRESS IS CORRECT in Oracle. You
 can update your address through Oracle Self Service. If you need assistance with Oracle to do so please contact
 Ann Parsons via Outlook.
 - If you have an Account #2 that is for the purpose of making a payment of any sort you will need to make a ONE
 TIME MANUAL PAYMENT to them during the pre-note period.
 - Direct deposit will resume, based on your election or change, on the payday following the pre-note.
- To stop your Direct Deposit Authorization Agreement you can send an email to GISD-Payroll through Outlook. If you are stopping your authorization for Account #1 a paper check will issue for the current payroll. Please make sure your ADDRESS IS CORRECT in Oracle. You will need to complete a new authorization for Account #1 before the next payroll runs. You CANNOT continue to receive paper checks indefinitely.

PRS-183 (Rev. 06/16) Canary

DIRECT DEPOSIT AUTHORIZATION AGREEMENT

READ "instructions for Direct Deposit Authorization Agreement" on reverse. When completing this form PRINT LEGIBLY AND CLEARLY.

	PER	SONAL INFORMATI	ON	
Campus/Location: Job Title:				
Social Security Number:		oyee Number (if kr	nown):	
Name:		FIRST	Middl	F
			HIDDE	
STREET ADDRESS OR PO	э вох		STATE	ZIP CODE
		ACCOUNT#1		
Action (check one): O New	O Change	O No Change	A	I stopped, paper check will issue for current month. new authorization for Acct #1 must be submitted or the following month.)
Name of Financial Institution:				· · · · · · · · · · · · · · · · · · ·
Type of Institution (check one):	O Bank O Credit Union	Type of A	Account (check one):	**
Routing Number:	O Creat official	Account Nun	nber:	O Savings Account
		n election is made for a 2r		7.3
		ACCOUNT #2		
Action (check one): O New		O No Change		
Name of Financial Institution:				
Type of Institution (check one):	O Bank O Credit Union	Type of A	Account (check one);	O Checking Account O Savings Account
Routing Number:		Account Nun	nber:	
Dollar Amount: \$	(This amount	will reduce the amount of	Net going into Accoun	t #1 per check)
	SIGN AN	ID DATE AUTHORIZ	ATION	
l authorize Garland ISD to credit my acc		•		
into my account, I authorize Garland ISI	·	_	•	
for the pay period in question. This auti notification from me that it is to be terr			•	ved written
SIGNATURE OF	EMPLOYEE		-	DATE

Statement Concerning Your Employment in a Job Not Covered by Social Security

Employee Name	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	Employee SS#	
Employer Name	Garland ISD	Employer ID#	75-6001650
you may receive a pens Social Security based or pension may affect the a	sion based on earnings from a either your own work or th amount of the Social Securit	n this job. If you do, and you work of your husband or way benefit you receive. Your I	u retire, or if you become disabled, ou are also entitled to a benefit from vife, or former husband or wife, your Medicare benefits, however, will not rity benefit amount may be affected.
modified formula when a result, you will receive example, if you are age provision is \$395.50. T	mination Provision, your So you are also entitled to a pe a lower Social Security be 62 in 2013, the maximum m his amount is updated annu	ension from a job where you nefit than if you were not ent onthly reduction in your Soc ally. This provision reduces	disability benefit is figured using a did not pay Social Security tax. As itled to a pension from this job. For ial Security benefit as a result of this but does not totally eliminate, your Publication, "Windfall Elimination
entitled will be offset if	Pension Offset Provision, any you also receive a Federal, tax. The offset reduces the	State or local government pe	dow(er) benefit to which you become ension based on work where you did writy spouse or widow(er) benefit by
thirds of that amount, \$ for a \$500 widow(er) be your pension is high end	400, is used to offset your senefit, you will receive \$100 bugh to totally offset your s	Social Security spouse or wi per month from Social Sec pouse or widow(er) Social S	covered under Social Security, two-dow(er) benefit. If you are eligible urity (\$500 - \$400 = \$100). Even if ecurity benefit, you are still eligible y Publication, "Government Pension
available at www.social	security.gov. You may also		out exceptions to each provision, are 3, or for the deaf or hard of hearing ce.
			the possible effects of the Windfall y potential future Social Security
Signature of Employee		Date	

Form SSA-1945 (12-2004)

Welcome to Membership

Teacher Retirement System of Texas

For complete information about the benefits of the Teacher Retirement System of Texas, please download a copy of the TRS Benefits Handbook at:

http://www.trs.state.tx.us

(Side Menu: Publications – Scroll down to TRS Brochures – TRS Benefits Handbook)

If you have questions or need other information, please call TRS at 1-800-223-8778.

Teacher Retirement System of Texas Questionnaire

1.	Have you ever worked for a TRS-covered employer*? ☐ yes ☐ no
	(Substitute service is not recognized. If you answered "no", please sign and date below.)
	*State supported universities, medical & dental schools, junior/community colleges, public schools, regional education service centers, certain charter schools.
2.	Did you contribute to TRS during this period of employment? yes no
3.	If you answered <u>yes</u> to #2, have you withdrawn your funds from TRS?
4.	If you answered <u>no</u> to #3, are you currently receiving a monthly <u>retirement</u> check from TRS? yes no
5.	If you have retired from a Texas Education Entity that paid into the Teacher Retirement System of Texas (TRS) please complete the following.
	Name of Texas Education Entity:
	Address:
	Date of retirement:

Printe	d Name:
Signa	ture:
Date:	



NOTICE TO SCHOOL EMPLOYEES

Asbestos-containing material may be present in your building.

In accordance with EPA regulations, Garland schools have been inspected for materials which contain asbestos. Friable asbestos-containing material may cause health problems.

A record of the inspection, a diagram of the location(s) of asbestos-containing materials, and a copy of relevant EPA regulations are available in the management plan which is kept in the office.

For further information, interested persons should call the Asbestos Department at (972) 487-4144.

I hereby acknowledge that I have been informed of the asbestos-containing material and the location of the management plan of this facility.

Signature		Date				
Please Print Information						
Last	First		Mi			
Position		Soc. Sec.#				



WORK RELATED INJURIES

EMPLOYEE ACKNOWLEDGMENT OF THE ALLIANCE DIRECT CONTRACTING PROGRAM

If I am hurt on the job and live in a service area described in this information, I understand that:

- 1. I must choose a treating doctor from the Alliance list of doctors designated as treating doctors.
- 2. I must go to my treating doctor for all health care for my injury. If I need a specialist, my treating doctor will refer me. If I need emergency care, I may go to any licensed medical professional within the United States.
- 3. Even though my treating doctor should refer me to a specialist of providers contracted with the Alliance, I understand that I need to verify that the referral doctor is a member of the Alliance provider panel.
- 4. The Texas Association of School Boards Risk Management Fund will pay the treating doctor and other Alliance providers for all health care related to my compensable injury.
- 5. I may have to pay the bill if I receive health care from a provider other than an Alliance provider without prior approval from the Fund.
- 6. Making a false or fraudulent workers' compensation claim is a crime that may result in fines and or imprisonment.
- 7. If I want to change doctors after my first choice, I can only choose from the Alliance list of providers. A third choice requires approval from my adjuster.

•			1 1	
Signature			Date	
Printed Name				
I live at:				
Street Address	S			
City	State	Zip Code		
Name of Employer:	GARLAND ISD			
Name of Direct Contrac	cting Program: Political Su	bdivision Workers' C	Compensation Alliance (the	Alliance)

Direct contracting service areas are subject to change. To locate a treating doctor within your area, visit the PSWCA web

site at www.pswca.org or call your adjuster at 800-482-7276.

POLICIES AND NOTIFICATIONS

Complete, sign and date this form, and return to Human Resources.

Name	Social	Security #
Mailing Address: Street		Apt.
City .	Zip	County
Phone: (Cell or Home)		
ceived copies of the followin	g policies and notif	ications:
Absence and Leave Polic		
Technology Acceptable U	Jse (submit signed	employee agreement form)
Mandatory Medicare Wit	hholding	
Employee Standards of C	Conduct: Sexual Harr	assment / Sexual Abuse Board :
Military Leave		
All Garland ISD poli http://pol	icies may be viewed ,tasb.org/Home/Ir	
	ÚMENTS EOR VO	OUR INFORMATION.)
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KEEP CANARY COPY FOR YOUR RECORDS

RETURN THIS ORIGINAL TO HUMAN RESOURCES



GARLAND INDEPENDENT SCHOOL DISTRICT EMPLOYEE ABSENCES AND LEAVE

Employees have several different types of leave available based on state requirements and local policy. At the beginning of the school year, each full-time employee is advanced a total of seven days (52.5 hours) of paid leave of which five (37.5 hours) are required by the state and two (15 hours) are provided by local policy.* If an employee resigns before completing a full year, the actual leave earned is adjusted based on the actual days worked. (See accrual chart on back page.)** Documentation may be required on any absence more than five (5) consecutive days. The following outline explains the different types of leave and their use:

- Days will be adjusted accordingly for part-time employees based on hours/days worked.
- ** A full time work day is based on 7.5 hours.
- 1. Old State Sick Leave accumulated prior to June 30, 1995 from prior service in GISD or another Texas district as recorded on the service record. This leave may only be used for the four reasons which were permitted in the law under which this leave was accumulated. These reasons are:
 - a. Personal Illness
 - b. Family Illness
 - c. Family Emergency
 - d. Death in Family

This leave ceased to accumulate when it was replaced by State Personal Leave in Senate Bill 1 in May 1995, but can be transferred between Texas districts. The employee receives full pay when using this leave.

- 2. Local Leave currently given at the rate of two days (15 hours) per year, with no limit on accumulation as long as the employee remains in employment with the district. Local leave is not transferred from or to another district. This leave may be used for reasons as defined in Board Policy DEC (Local). Currently these reasons are:
 - a. Personal Illness
- d. Death in Family
- b. Family Illness
- c. Family Emergency
- e. State Personal f. Religious Holiday

This leave continues to be given at the rate of two days (15 hours) per year with no limit on its accumulation during continuous service in Garland ISD. The employee receives full pay when using this leave.

- 3. State Personal Leave as required by Senate Bill 1 passed in May 1995 replaces the old State Sick Leave, and is given to all full-time employees at the rate of five days (37.5 hours) per year with no limit on accumulation. It is transferable between Texas districts and may be used for any reason. This leave may not be taken for a discretionary reason on days scheduled for state-mandated assessments or dates set by the campus principal or supervisor. The employee receives full pay when using this leave. (Note: Senate Bill 1 eliminated "Personal Business Days.")
- 4. Extended Leave is provided by Garland ISD as a safety net for extended illness or unusual situations. An employee is credited with 30 days (225 hours) of extended leave at the beginning of employment to be used for the following reasons after all fully paid leave is exhausted:
 - a. Personal Illness
 - b. Family Illness
 - c. Family Emergency
 - d. Death in Family

Extended Leave will be applied automatically once all paid leave is exhausted, and documentation will need to follow on absences of more than 5 consecutive days, no later than two weeks after leave begins. Medical Leave documentation can be found on the GISD internet or from Human Resources. The employee is paid the normal daily rate minus the cost of a substitute (not to exceed \$100.00 per day for Professional employees), or minus \$50.00 or one-half of the daily rate of pay (whichever calculation gives the Auxiliary employee the greatest amount). The 30 days (225 hours) are available one time only and when exhausted will not be renewed.

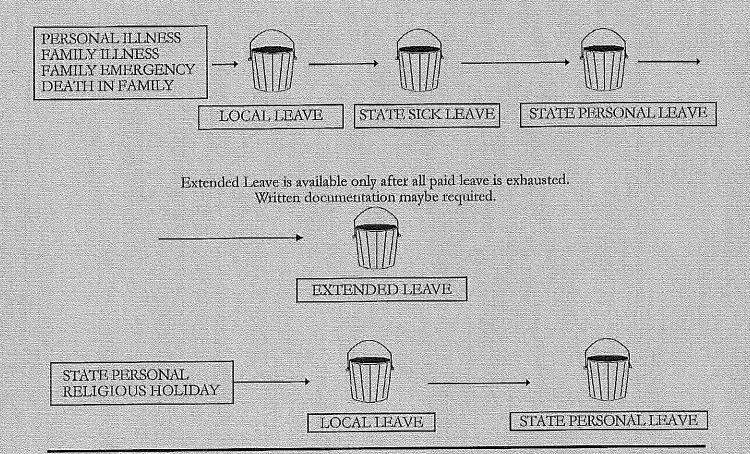
- 5. The Family Medical Leave Act passed by the federal congress in 1994 provides an employee leave for up to 60 working days for the following reasons:
 - a. Personal Illness.
 - b. Family Illness
 - c. Birth or Adoption of child
 - d, Baby Bonding
 - e. Qualifying Exigency for Military Family Leave

Certain restrictions and rules apply to this leave. Specific arrangements in writing must be made to utilize this leave. Contact the department of Human Resources for details at 972-487-3057.

6. Other Leave, paid or unpaid, is available under limited and specific circumstances as outlined in Board Policy DEC (Local) such as Jury Duty/Court Appearance, Religious Holiday, Military, Family Medical Leave and Temporary Disability. Refer to DEC (Local) for details or contact the Human Resources at (972) 487-3057.

The absence processing sequence used by the district is designed to give the employee the greatest benefit. Local Leave will be used first since it is not transferrable between districts. State Personal Leave can transfer between Texas districts and a retiring employee may purchase a full, current actuarial cost, year of Texas Retirement System service credit for fifty (50) days of unused stated leave (including "Old State" Sick Leave plus "New" State Personal Leave.)

When all allowable leave is exhausted the employee is "docked" (not paid) for that day's absence. The chart below shows the sequence in which leave "buckets" are charged for various types of absence reasons.



LEAVE ACCRUAL TABLE

STATE		LOCAL				
days worked 0-17 18-35 36-53 54-71 72-89 90-107 108-125 126-143 144-161 162-179 180-226	days earned 0.0 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5 5.0	hours 0.0 3.75 7.5 11.25 15 18.75 22.5 26.25 30 33.75 37.5	days worked 0-44 45-89 - 90-134 - 135-179	days earned 0.0 0.0 0.5 0.5 0.5 1.0 1.0 1.5 1.5 1.5 2.0	hours 0.0 0.0 3.75 3.75 3.75 7.5 7.5 11.25 11.25 11.25 15	Total Leave 0.0 0.5 1.5 2.0 2.5 3.5 4.0 5.0 5.5 6.0 7.0

PRS-130 (Rev. 10/15) back salmon



Computer, Electronic Communications System, Network Access Acceptable Use Policy for Students and Employees for Garland Independent School District Technology Resources

The Garland Independent School District provides technology resources to its students and staff for educational and administrative purposes. The goal in providing these resources is to promote educational excellence in the District's schools by facilitating resource sharing, innovation and communication with the support and supervision of parents, teachers and support staff. The use of these technology resources is a privilege, not a right.

With access to computers and people all over the world comes the potential availability of material that may not be considered to be of educational value in the context of the school setting. Garland ISD firmly believes that the value of information, interaction, and research capabilities available outweighs the possibility that users may obtain material that is not consistent with the educational goals of the district. Garland ISD complies with Federal Regulations regarding Internet filtering in order to limit user access to inappropriate content.

Proper behavior, as it relates to the use of computers, is no different than proper behavior in all other aspects of Garland ISD activities. All users are expected to use the computers and computer networks in a responsible, ethical, and polite manner. This document is intended to clarify those expectations as they apply to computer and network usage and is consistent with District Policy.

DEFINITION OF DISTRICT TECHNOLOGY RESOURCES

The District's computer systems and networks are any configuration of hardware and software. The systems and networks include all of the computer hardware, operating system software, application software, stored text, and data files. This includes but is not limited to electronic mail, local databases, externally accessed databases (i.e. the Internet), CD-ROM, optical media, clip art, digital images, digitized information, communications technologies, and new technologies as they become available. The District will at its own discretion monitor any technology resource activity without further notice to the end user.

ACCEPTABLE USE

The District's technology resources will be used only for learning, teaching and administrative purposes consistent with the District's mission and goals. The District email system should not be used for mass mailings except for official school business. Commercial use of the District's system is strictly prohibited except where designated by policy, for example G-Board. Personal e-mail should not impede the conduct of district business; only incidental amounts of employee time (time periods comparable to reasonable coffee breaks during the day) should be used to attend to personal matters. Employee time may be restricted by Campus Administrator.

The District will make training available to all users in the proper use of the system and will make copies of acceptable use guidelines available to all users. All training in the use of the District's system will emphasize the ethical use of this resource.

Software may only be placed on a computer networked to the District's system, if purchased using GISD monies. Only personnel authorized by GISD Technology may install software on any computer. Proof of purchase will be required before installation of software can take place. Hardware and peripherals can only be attached to GISD computers if purchased with GISD monies.

SYSTEM ACCESS

Access to the District's network systems will be governed as follows:

- 1. GISD users will have access to the District's resources for class assignments and research with their teacher's permission and supervision.
- 2. Teachers with accounts will be required to maintain password confidentiality by not sharing passwords with anyone.
- 3. Teachers are not allowed to provide student access through the teacher's account.
- 4. Any system user identified as a security risk or having violated District Acceptable Use Policies may be denied access to the District's system. Other consequences may also be imposed.
- 5. Any system user having been denied access rights may be reinstated with a limited access account to reduce the level of security risk to the system. Limits on this type of account may include time limitations, home directory limitations, station access limitations, file access restrictions, and a revocation of Internet access privileges.



CAMPUS LEVEL RESPONSIBILITIES

The campus principal or designee will:

- 1. Be responsible for disseminating, collecting signed permission forms, and enforcing the District Acceptable Use Policy for the District's system at the campus level.
- 2. Ensure that employees supervising students who use the District's systems provide information emphasizing the appropriate and ethical use of this resource.

INDIVIDUAL USER RESPONSIBILITIES

The following standards will apply to all users of the District's computer network systems:

- 1. The individual in whose name a system account is issued will be responsible for its proper use at all times.
- 2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District Policies.
- 3. System users may not use another person's system account to access computer or network resources.
- 4. System users are required to delete outdated electronic mail or files on a regular basis. A limit of 250 megabytes will be maintained for all electronic mail accounts. Also, all sent items will be deleted after 120 days and all trash will be deleted after 30 days.
- 5. System users are responsible for saving or archiving any critical items sent or received within the electronic mail system. The Technology Department is not responsible for saving, backing up or archiving electronic mail due to the high storage demands placed on the system.
- 6. System users will be responsible for the care of their district provided technology equipment. Maintenance issues must be reported to the Campus Technology Assistant/Specialist, Helpdesk or Technology Coordinator in a timely manner.
- 7. System users will be responsible for following all copyright laws found in each school library.

Improper use of any computer or the network is prohibited. This includes but is not limited to the following:

- Submitting, publishing or displaying any defamatory, inaccurate, racially offensive, abusive, obscene, profane, sexually oriented or bullying, threatening materials or messages, either public or private
- Using the network for financial gain, political or commercial activity-except where appropriate (i.e. Gboard)
- Attempting to or vandalizing equipment, materials or data
- Attempting to or sending anonymous messages of any kind
- Using the network to access or post inappropriate material in public or private sites including but not limited to social media.
- Knowingly placing a computer virus or any other destructive computer code on a computer or the network
- Using the network to provide addresses or other personal information that others may use inappropriately
- Accessing of information resources, files and documents of another user without authorization
- Forgery or attempted forgery, using a network account belonging to someone else is prohibited.
- By-passing school proxy servers
- Posting personal information about others without proper authorization
- Downloading or using copyrighted information without permission from the copyright holder
- Attempting to "hack" into network resources
- Storing inappropriate information (i.e. .jpeg and .exe files) in home directories
- Students accessing the GISD grade book or any student data system
- Disabling or attempting to disable any Internet filtering device
- Encrypting communications to avoid security review
- Wasting school resources through the improper use of the computer system or network
- Gaining unauthorized access to restricted information or resources
- Personal printers, scanners or computers attached to the GISD network



INTERNET POSTINGS

The Internet along with a host of next generation communication tools, has expanded the way in which students can communicate internally and externally. While this creates new opportunities for communication and collaboration, it also creates new responsibilities for Garland ISD students. This internet Posting policy applies to students and employees who use the following:

- Multimedia and social networking websites such as Facebook, yahoo Groups, YouTube, Twitter
- Blogs
- · Wikis such as Wikipedia and any other site where text can be posted

All of these activities are referred to as "Internal Postings" in this policy. Please be aware that violation of this policy may result in disciplinary action up to and including termination.

- 1. Common sense is the best guide if you decide to post information in any way relating to the Garland ISD. If you are unsure about any particular posting, please contact the Garland ISD Communication and Marketing Department.
- 2. Internet postings should not include Garland ISD logos or trademarks, and should respect copyright, privacy, fair use, personal or financial disclosure, and other applicable uses.
- 3. Internet postings should not violate any other applicable policy of GISD.
- 4. The author agrees that the Garland ISD shall not be liable, under any circumstances for any errors, omissions, loss or damages claimed or incurred due to any of your internet postings.
- 5. Each student is responsible for regularly reviewing the terms of this policy.

SUSPENSION/REVOCATION OF SYSTEM USER ACCOUNT

The District will reserve the right to suspend or revoke a system user's access to the District's system upon violation of District policy and/or administrative regulations regarding acceptable use.

Termination of an employee's account or of a student's access will be effective on the date the principal or GISD Administrator provides notice of user withdrawal or of revocation of system privileges, or on a future date if so specified in the notice.

CONSEQUENCES OF IMPROPER USE

Improper or unethical use may result in disciplinary actions consistent with the existing Student Code of Conduct or Employee Handbook, if appropriate, the Texas Penal Code, Computer Crimes, Chapter 33, or other state and federal laws. This may also require restitution for costs associated with system restoration, hardware or software costs.

DISCLAIMER

The District's system is provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District uses a variety of vendor-supplied hardware and software. Therefore, the District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the user's requirements. Neither does the District warrant that the system will be uninterrupted or error-free, nor that defects will be corrected.

Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third party individuals in the system are those of the providers and not necessarily the District.

The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's computer systems and networks.

TERM

This policy is binding for the duration of employee's employment or student's enrollment in GISD.



Children's Internet Protection Act (CIPA)

In compliance with the Children's Internet Protection Act (CIPA), all students and faculty must watch the GISD on-line safety video.

This video addresses:

- a. access by minors to inappropriate matter on the Internet and World Wide Web;
- b. the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;
- c. unauthorized access, including so-called "hacking," and other unlawful activities by minors online;
- d. unauthorized disclosure, use, and dissemination of personal information regarding minors;
- e. measures designed to restrict minors' access to materials harmful to minors; and
- f. educating minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber bullying awareness and response.

In compliance with this law, GISD also protects against access by adults and minors to visual depictions that are obscene. GISD will disable login accounts for students or adults who violate any GISD internet security practice. GISD can monitor any and all online activity.



EMPLOYEE AGREEMENT

Location	Position		
I understand that my computer use is electronic communications system pothese provisions may result in suspense	licy and administrative regul	ct will monitor activity on the computer syntions and agree to abide by their provision access.	ystem. I have read the District's ns. I understand that violation of
Nante (Please print)	····	Signature	
Date	1		



Garland Independent School District

Department of Human Resources

Street Address

Harris Hill Administration Building 501 S. Jupiter Rd. Garland, TX 75042

Phone

972-487-3050

FAX

972-485-4937

TO:

ALL NEW EMPLOYEES

FROM:

GRADYNE BROWN

RE:

MANDATORY MEDICARE INSURANCE WITHHOLDING

Public Law 99-272 requires GISD to withhold 1.45% of your gross wages each month for payment to the Medicare Insurance program of the Social Security Administration. GISD is also required to pay an additional amount equal to your 1.45% withholding each month into this program.

This law affects all employees hired after March 31,1986.

This withholding is in addition to your Teacher Retirement deduction and the TRS-Retiree Insurance deduction that will be made each month.

EMPLOYEE WELFARE FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA (LEGAL)

Note:

This policy addresses harassment of district employees. For legally referenced material relating to discrimination and retaliation, see DAA(LEGAL). For harassment of students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

OFFICIAL OPPRESSION

A public official commits a Class A misdemeanor if, while acting in his or her official or employment capacity, the official intentionally subjects another to unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, submission to which is made a term or condition of a person's exercise or enjoyment of any right, privilege, power, or immunity, either explicitly or implicitly. *Penal Code 39.03*

HARASSMENT OF EMPLOYEES

Harassment on the basis of a protected characteristic is a violation of the federal anti-discrimination laws. A district has an affirmative duty, under Title VII, to maintain a working environment free of harassment on the basis of sex, race, color, religion, and national origin. 42 U.S.C. 2000e, et seq.; 29 CFR 1606.8(a), 1604.11

Harassment violates Title VII if it is sufficiently severe and pervasive to alter the conditions of employment. <u>Pennsylvania State Police v. Suders</u>, 542 U.S. 129 (2004)

Title VII does not prohibit all verbal and physical harassment in the workplace. For example, harassment between men and women is not automatically unlawful sexual harassment merely because the words used have sexual content or connotations. <u>Oncale v. Sundowner Offshore Services, Inc.</u>, 523 U.S. 75 (1998)

HOSTILE ENVIRONMENT

Verbal or physical conduct based on a person's sex, race, color, religion, or national origin constitutes unlawful harassment when the conduct:

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

Pennsylvania State Police v. Suders, 542 U.S. 129 (2004); Nat'l Railroad Passenger Corp. v. Morgan, 536 U.S. 101 (2002); Meritor Savings Bank v. Vinson, 477 U.S. 57 (1986); 29 CFR 1604.11, 1606.8

QUID PRO QUO

Conduct of a sexual nature also constitutes harassment when:

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DIA (LEGAL)

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual.

29 CFR 1604.11(a)

SAME-SEX SEXUAL HARASSMENT

Same-sex sexual harassment constitutes sexual harassment.

Oncale v. Sundowner Offshore Services, Inc., 523 U.S. 75 (1998)

HARASSMENT POLICY

A district should take all steps necessary to prevent sexual harassment from occurring, such as affirmatively raising the subject, expressing strong disapproval, developing appropriate penalties, informing employees of their right to raise and how to raise the issue of harassment under Title VII, and developing methods to sensitize all concerned. 29 CFR 1604.11(f)

CORRECTIVE ACTION

A district is responsible for acts of unlawful harassment by fellow employees and by nonemployees if the district, its agents, or its supervisory employees knew or should have known of the conduct, unless the district takes immediate and appropriate corrective action. 29 CFR 1604.11(d), (e), 1606.8(d), (e)

When no tangible employment action is taken, a district may raise the following affirmative defense:

- That the district exercised reasonable care to prevent and promptly correct any harassing behavior; and
- 2. That the employee unreasonably failed to take advantage of any preventive or corrective opportunities provided by the employer or to avoid harm otherwise.

Burlington Industries, Inc. v. Ellerth, 524 U.S. 742 (1998); Faragher v. City of Boca Raton, 524 U.S. 775 (1998)

HARASSMENT OF UNPAID INTERNS

A district commits an unlawful employment practice if sexual harassment of an unpaid intern occurs and the district or its agents or supervisors know or should have known that the conduct constituting sexual harassment was occurring, and fail to take immediate and appropriate corrective action. *Labor Code 21.1065*

DATE ISSUED: 10/7/2015

UPDATE 103 DIA(LEGAL)-P STUDENT WELFARE FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH (LEGAL)

The District may develop and implement a sexual harassment policy to be included in the District improvement plan. The District shall adopt and implement a dating violence policy to be included in the District improvement plan. *Education Code* 37.083, 37.0831 [See BQ]

Sexual abuse of a student by an employee, when there is a connection between the physical sexual activity and the employee's duties and obligations as a District employee, violates a student's constitutional right to bodily integrity. Sexual abuse may include fondling, sexual assault, or sexual intercourse. U.S. Const. Amend. 14; Doe v. Taylor ISD, 15 F.3d 443 (5th Cir. 1994)

Sexual harassment of students may constitute discrimination on the basis of sex in violation of Title IX. 20 U.S.C. 1681; 34 CFR 106.11; <u>Franklin v. Gwinnett County Schools</u>, 503 U.S. 60 (1992) [See FB regarding Title IX]

DEFINITION OF SEXUAL HARASSMENT Sexual harassment of students is conduct that is so severe, pervasive, and objectively offensive that it can be said to deprive the victim of access to the educational opportunities or benefits provided by the school. Sexual harassment does not include simple acts of teasing and name-calling among school children, however, even when the comments target differences in gender. <u>Davis v. Monroe County Bd. of Educ.</u>, 526 U.S. 629 (1999)

EMPLOYEE- STUDENT SEXUAL HARASSMENT A District official who has authority to address alleged harassment by employees on the District's behalf shall take corrective measures to address the harassment or abuse. <u>Gebser v. Lago Vista ISD</u>, 118 S.Ct. 1989 524 U.S. 274 (1998); <u>Doe v. Taylor ISD</u>, 15 F.3d 443 (5th Cir. 1994)

STUDENT-STUDENT SEXUAL HARASSMENT The District must reasonably respond to known student-on-student harassment where the harasser is under the District's disciplinary authority. <u>Davis v. Monroe County Bd. of Educ.</u>, 526 U.S. 629 (1999)

LEAVES AND ABSENCES MILITARY LEAVE

DECB (LEGAL)

Note:

This policy addresses leave for an employee's military service. For provisions on leaves in general, see DEC. For provisions regarding the Family and Medical Leave Act (FMLA), including FML for an employee seeking leave because of a relative's military service, see DECA.

FEDERAL MILITARY LEAVE REEMPLOYMENT Any person who is absent from a position of employment by reason of voluntary or involuntary service in the uniformed services shall be entitled to certain reemployment rights and benefits under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) if:

- The person (or an appropriate officer of the uniformed service in which such service is performed) has given advance written or verbal notice of such service to a district (unless notice is precluded by military necessity or is otherwise unreasonable or impossible);
- The cumulative length of the absence and of all previous absences from a position of employment with the district does not exceed five years; and
- 3. The person reports to or submits an application for reemployment to the district and complies with the appropriate procedural requirements that apply under the circumstances.

For purposes of federal military leave, "uniformed services" means the Armed Forces; the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty; the commissioned corps of the Public Health Services; and any other category of persons designated by the President in time of war or emergency.

A person who is reemployed under USERRA is entitled to the seniority, and other rights and benefits determined by seniority, that the person had on the date of the commencement of uniformed service, plus the additional seniority, rights, and benefits that such person would have attained if the person had remained continuously employed.

EXCEPTION

A district is not required to reemploy a person if:

- The district's circumstances have so changed as to make reemployment impossible or unreasonable;
- 2. The reemployment of such person would impose an undue hardship on the district; or

LEAVES AND ABSENCES MILITARY LEAVE

DECB (LEGAL)

 The employment from which the person leaves to serve in the uniformed services is for a brief, nonrecurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period.

38 U.S.C. 4301, et. seq.

STATE LEAVE FOR MEMBER OF MILITARY OR RESCUE TEAM SHORT TERM An employee of a district who is a member of the state military forces, a reserve component of the United States Armed Forces, or a member of a state or federally authorized Urban Search and Rescue team shall be granted a paid leave of absence from the employee's duties without loss of time, efficiency rating, vacation time, personal time, sick leave, or salary on all days during which the employee is engaged in authorized training or duty ordered or authorized by proper authority. Such leave shall not exceed 15 workdays in a fiscal year.

On employment, a district shall provide written notice of the number of workdays of paid leave to which an employee is entitled each fiscal year under Government Code 437.202(a).

On request, a district shall provide to an employee a statement that contains the number of workdays for which the employee claimed paid leave under Government Code 437.202(a) in that fiscal year.

Gov't Code 437.202(a), (e)-(f)

CALLED TO DUTY

A member of the state military forces who is ordered to active state duty by the governor or other proper authority under state law is entitled to the same benefits and protections provided to persons performing service in the uniformed services under 38 U.S.C. 4301–4313 and 4316–4319 (USERRA) and to persons in the military service of the United States under 50 App. U.S.C. 501–536, 560, and 580–594, as those laws existed on April 1, 2003. *Gov't Code 437.213*

LONG TERM CHAPTER 431 A district may not terminate the employment of an employee who is a member of the military forces of this state or any other state because the employee is ordered to authorized training or duty by a proper authority. The employee is entitled to return to the same employment held when ordered to training or duty and may not be subjected to loss of time, efficiency rating, vacation time, or any benefit of employment during or because of the absence. The employee, as soon as practicable after release from duty, must give written or actual notice of intent to return to employment. *Gov't Code 437.204*

CHAPTER 613

Any employee, other than a temporary employee, who leaves a position with a district to enter active military service is entitled to be reemployed by the district in the same position held at the time of

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LEAVES AND ABSENCES MILITARY LEAVE

DECB (LEGAL)

the induction, enlistment, or order, or to a position of similar seniority, status, and pay. To be entitled to reemployment, the employee must be discharged, separated, or released from active military service under honorable conditions not later than the fifth anniversary after the date of induction, enlistment, or call to active military service and must be physically and mentally qualified to perform the duties of the position. *Gov't Code 613.001(3)*, .002

An employee who cannot perform the duties of the position because of a disability sustained during military service is entitled to reemployment in a district in a position that the employee can perform and that has like seniority, status, and pay as the former position, or the nearest possible seniority, status, and pay. *Gov't Code* 613.003

To be reemployed, a veteran of the military must apply for reemployment not later than the 90th day after the date the veteran is discharged or released from active military service. Application must be made in writing to the superintendent and have attached to it evidence of the veteran's discharge, separation, or release from military service under honorable conditions. *Gov't Code* 613.004

A person reemployed after active military service shall not be discharged without cause before the first anniversary of the date of the reemployment. *Gov't Code 613,005*

"Military service" means service as a member of the Armed Forces of the United States, a reserve component of the Armed Forces of the United States, the Texas National Guard, or the Texas State Guard. Gov't Code 613.001(2)

USE OF PERSONAL LEAVE An employee with available personal leave is entitled to use the leave for compensation during a term of active military service. This provision applies to any personal or sick leave available under former law or provided by local policy.

A district may adopt a policy providing for paid leave for active military service as part of the consideration of employment.

Education Code 22.003(d), (e)