

INSTRUCTIONS FOR COMPLETING PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT FOR EDUCATIONAL ENTITIES

Pursuant to Texas Education Code §22A.055, as enacted by SB 571 (89th Legislature, 2025), all individuals who are applying for employment with or who will act as a service provider for an educational entity must complete the attached Pre-Employment or Pre-Service Affidavit for Educational Entities prior to providing services. Completed affidavits should be returned to Purchasing Dept. at Purchasing@galenaparkisd.com.

Please note the following requirements:

1. Who Must Complete the Affidavit

Every employee of contractor, and every employee of any subcontractor, who will be present at an instructional campus to provide services must complete this affidavit before services begin.

2. Definition of “Service Provider”

Under Texas Education Code §22A.001(8), “service provider” means a person who provides services to an educational entity. The term includes:

- a contractor or subcontractor for an educational entity;
- a provider of tutoring services;
- an entity that contracts to operate a district campus under Texas Education Code §11.174;
- a staffing provider for an educational entity; and
- a person employed by or under the control of any of the above.

3. Use of the Affidavit

This affidavit must be signed, dated, and returned for each qualifying employee before they are permitted to provide services on campus.

The affidavit must be accurate and complete. Failure to disclose required information will result in termination of service and constitutes a **Class B misdemeanor** under Texas law.

4. Ongoing Compliance

You have a continuing duty to promptly report to the District any updates or changes to the information disclosed in the attached affidavit.

PRE-EMPLOYMENT OR PRE-SERVICE AFFIDAVIT FOR EDUCATIONAL ENTITIES

*Pursuant to Texas Education Code (TEC) §22A.055, a person applying for employment with or who will act as a service provider for an educational entity (school district, district of innovation, open-enrollment charter school, other charter entity, regional education service center, or shared services arrangement) **must** submit, using a form adopted by the agency, a pre-employment or pre-service affidavit.*

Section 1 - Penalties for Failure to Disclose Required Information

A person commits an offense, a Class B misdemeanor, if the person fails to disclose information required to be disclosed under TEC §22A.055. Additionally, a determination that an employee or person providing services failed to disclose information required to be disclosed by a person under TEC §22A.055 is grounds for termination of employment or service.

Section 2 – Disclosure of Work History and Consent for Release of Records

Have you previously been employed by or acted as a service provider, or are you currently employed by or currently acting as a service provider for a public or private school?	Yes No
Do you consent for release of your prior employment records? <i>Pursuant to TEC §22A.055, a person applying for employment with or who will act as a service provider for an educational entity <u>must</u> consent for release of the person's employment records.</i>	Yes No

Section 3 – Disclosure of Investigation or Placement on the Do Not Hire Registry

Have you ever been terminated, non-renewed, or discharged from a public or private school?	Yes No
Have you ever resigned, in lieu of being terminated or discharged, from a public or private school?	Yes No

<p>Have you ever been investigated by a law enforcement or child protective services agency for, or charged with, adjudicated for, or convicted of, an offense involving the following conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D) ?:</p> <ul style="list-style-type: none"> • abused or otherwise committed an unlawful act with a student or minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Chapter 9, Penal Code, regardless of whether the conduct resulted in bodily injury; • was involved in or solicited a romantic relationship with or solicited or engaged in sexual contact with a student or minor; • engaged in inappropriate communications with a student or minor, as defined by board rule; • failed to maintain appropriate boundaries with a student or minor, as defined by board rule; <p><i>Adjudication and conviction refer to a conviction, plea of guilty or no contest (nolo contendere), probation, suspension, or deferred adjudication.</i></p> <p><i>Charge refers to a formal criminal charge as documented by a primary charging instrument (a complaint, information, or indictment) under the Texas Code of Criminal Procedure.</i></p>	<p>Yes No</p>
<p>Have you ever been investigated by a licensing authority or had a license, certificate, or permit denied, suspended, revoked, or subject to another sanction in this state or another state for conduct described by TEC §22A.051(a)(2)(A), (B), (C), or (D), which is described above?</p>	<p>Yes No</p>
<p>Are you now the subject of an inquiry, disciplinary action, review, or investigation, by any public or private school, by a teacher-licensing agency, by any law enforcement agency, or in the court of Texas or any other state in connection with any alleged misconduct?</p>	<p>Yes No</p>
<p>Have you ever been listed on the Do Not Hire Registry under TEC §22A.151 by the Texas Education Agency.</p>	<p>Yes No</p>
<p>If you answered YES to any question in this section, disclose all relevant facts known to you pertaining to the matter, including, if applicable to the action, whether the allegation was determined to be true or false.</p>	

Section 3 – Declaration of Applicant

Name (First, Middle, Last)

Date of Birth

Address (House/Unit # and Street Name)

Address (City, State, Zip Code)

County

Signature

Date Signed

ADDENDUM TO AGREEMENT

This Addendum is entered into by and between Galena Park Independent School District (“District”) and the Vendor/Contractor named below and is incorporated into the Agreement between the parties. The purpose of this Addendum is to ensure compliance with recent legislative updates enacted by the Texas Legislature.

1. Certification Regarding Prohibition on Diversity, Equity, and Inclusion Duties

Pursuant to Section 11.005(b)(2), Texas Education Code, the Vendor/Contractor hereby certifies that it shall not engage in, and shall prohibit any of its employees, agents, or subcontractors from engaging in, diversity, equity, and inclusion (“DEI”) duties (as defined by Section 11.005(a)(1)-(4) of the Texas Education Code) at, for, or on behalf of the District, except as required by state or federal law.

2. Conflict of Interest Certification

Pursuant to Section 11.067, Texas Education Code, the Vendor/Contractor certifies that no member of the District’s board of trustees, nor any individual related to a board member within the second degree by consanguinity or affinity, has a substantial interest (as defined by 11.067(c)(1)(-2) of the Texas Education Code) in the Vendor/Contractor or any subcontractor hired by the Vendor/Contractor, and that no board member has received or been promised gifts or in-kind services valued at more than \$250 from the Vendor/Contractor. Vendor/Contractor further certifies that it will not engage in any activity prohibited by Section 11.067 during the term of this Agreement.

3. Acknowledgement of Pre-Employment/Pre-Service Affidavit for Service Providers

Pursuant to Texas Education Code §22A.001(8), a “Service Provider” is defined as a person who provides services to an educational entity, including a contractor or subcontractor of an educational entity; a provider of tutoring services; an entity that contracts to operate a district campus under §11.174; a staffing provider for an educational entity; and person employed by or under the control of any of the aforementioned contractors, subcontractors, providers, and entities (“Service Provider”). By entering into this Agreement, Vendor/Contractor acknowledges that all Service Providers must complete and return the Pre-Employment/Pre-Service Affidavit in the form adopted by the Texas Education Agency (“Affidavit”) prior to delivering services. Vendor/Contractor further acknowledges and agrees that it has a continuing duty throughout the term of this Agreement to ensure that the information provided in each affidavit remains accurate. Vendor/Contractor shall ensure that all employees and subcontractors promptly update and provide to the District any revised Affidavit or supplemental disclosure if circumstances change such that the information previously

provided is no longer complete or accurate. Vendor/Contractor shall ensure that any new employees or subcontractors engaged after commencement of services complete and return the Affidavit before providing services. Service Providers who fail to comply with these requirements are subject to termination and are prohibited from providing services to the District.

By signing below, Vendor/Contractor acknowledges and agrees that this Addendum is incorporated into and made part of the Agreement between the District and the Vendor/Contractor.

Vendor/Contractor Signature: _____

Name/Title: _____

Date: _____