

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES FOR STAFFORD MUNICIPAL SCHOOL DISTRICT

This Agreement for Independent Contractor Services (“Agreement”) is made and entered into on this [REDACTED] day of September, 2022, by and between **Stafford Municipal School District** (“District”), located at 1633 Staffordshire Road Stafford, TX 77477, and [REDACTED] (“Contractor”), located in Houston, TX, for Contractor to provide services to the District, in accordance with the terms and conditions specified herein.

The District is a political subdivision and municipal school district of the State of Texas. Both the District and Contractor desire to set forth in writing the terms and conditions of their agreement for the Contractor to provide certain services to the District, which services are in support of the District’s educational objectives. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. **Purpose.** The District agrees to retain Contractor and Contractor agrees to provide services to the District as Contractor and to perform the duties and provide all necessary labor and resources needed to provide the services set forth in Paragraph 2 – Scope of Work. Contractor shall also perform such other related services and duties as are customarily performed by an Contractor in a similar position.
2. **Scope of Work.** Exhibit A includes a detailed Scope of Work that sets out the services (hereinafter “Services”) Contractor agrees to provide, as needed and authorized in writing by the District.
3. **Term.** This Agreement is for services beginning [REDACTED] and ending [REDACTED] (“Term”), unless terminated as provided herein. All extensions of this Agreement shall be subject to the terms and conditions specified herein. This Agreement may be extended by mutual written consent of the parties, contingent upon approval of the District’s Board of Trustees, as may be required.
4. **Compensation.** The District will pay Contractor an amount not to exceed [REDACTED] for Services provided in Exhibit A. The District shall not reimburse Contractor for expenses except as specifically detailed in this Agreement. Contractor will invoice the District periodically throughout the Term of the Agreement in accordance with Section 7 of this Agreement. The District is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s) to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that the District is required to refund any funding received from a state or federal grant awarding agency relating to Contractor’s work, to the maximum extent permitted by applicable law, Contractor shall repay to the District, on demand, the amount of any such disallowed costs and/or refund(s). The District may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.
5. **Review of Progress.** Contractor will work diligently to meet all timelines mutually established by Contractor and the District. The District reserves the right to monitor the progress of Contractor. Upon request by the District, Contractor shall provide periodic status reports to the District with approximate timelines for completion of the Services, and other information reasonably requested by the District.
6. **Inspection and Acceptance of Service.** The District reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, the District may elect, in the District’s sole discretion, to: (i) require Contractor to perform the Services again in conformity with such requirements, with no additional charge to the District; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to the District in this Agreement or otherwise available by law.
7. **Billing and Payment/ Invoices.** Contractor shall submit original invoices to the District, Attn: Accounts Payable Department, as statements of services rendered. Contractor shall submit invoices within a timely manner during the District’s fiscal year in which the good(s) and/or services are purchased. The invoices shall include the following: date of invoice, billing period, dates of service, list of services provided daily including dates and amount of time spent performing each service, detailed descriptions of the services provided on each of the dates listed including location where services were provided, invoice number, contact information, deliverables under the Agreement, and certification of service provided

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through a signature by a company representative. Invoices shall be mailed/mailed to the District at the following address:

Stafford MSD
Attn: Accounts Payable Department
Email: ap@staffordmsd.org
1633 Staffordshire Road
Stafford, TX 77477

Contractor is required to submit to the District a completed **IRS Form W-9 for the current tax year, Criminal History Certification, Felony Conviction Notice, Conflict of Interest Questionnaire**, and other forms required by the District before payment is rendered. Payment to Contractor shall be made only after Services are performed and not before. Advance payment to Contractor is strictly prohibited.

In accordance with Texas Government Code § 2251.021, payments are due to Contractor within forty-five (45) days after the later of the following: (1) the date the District receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the District receives an invoice for the goods or service. Contractor agrees to pay any subcontractors, if any, the appropriate share of the payment received from the District not later than the tenth (10th) day after the date Contractor receives the payment from the District. Contractor shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to Contractors' subcontractors and/or employees, if any. The exceptions to payments made by the District and/or Contractor listed in Texas Government Code § 2251.002 shall apply to this Agreement. Invoices received more than 60 days after the date the work was performed will not be paid by the District.

Failure to send the invoices to the Accounts Payable Department will delay payment. Contractor certifies that no work has been performed before the Effective Date of this Agreement (as hereinafter defined). Invoices submitted by Contractor for work performed prior to the Effective Date of the Agreement (as hereinafter defined) may not be honored by the District, in the District's sole discretion. The District may purchase services from the Contractor through the District's Business Office using the District's purchase order process; this Agreement shall govern all conditions and service terms between Contractor and the District. In the event that Contractor's personnel begin work before Contractor receives a valid purchase order and/or the signing of this Agreement, Contractor agrees that the District is not liable for payment of such services rendered.

In addition to all other rights and remedies that the District may have, the District shall have the right to setoff, against any and all amounts due to Contractor by the District, whether due under this Agreement or any other agreement between the District (including any division of the District) and Contractor, any sums to which the District is entitled under this Agreement, as determined by the District in its sole discretion, including, without limitation, sums due by Contractor to the District as a result of indemnification obligations and/or warranty claims.

8. **Independent Contractor Status.** It is the intention of the parties that Contractor be an independent contractor and not an employee, agent, joint venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and either Contractor or any employee or agent of Contractor, nor shall anything in this Agreement be construed as creating or establishing a joint venture or business partnership between the District and either Contractor or any employee or agent of Contractor. Contractor is not entitled to participate in any pension plans, bonus, stock, or similar benefits that the District provides for its employees. The District and Contractor agree that neither Contractor nor Contractor's subcontractors, agents, or employees shall be covered under any District insurance policy, including but not limited to the District's liability, property and casualty, or workers' compensation insurance policies. Contractor agrees that the District has no responsibility for any conduct of any of Contractor's staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, or licensees. Contractor assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. Contractor shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by the District hereunder

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and Contractor shall indemnify and hold the District harmless in this regard. Contractor will be free to contract for similar services to be performed for other entities while Contractor is under contract with the District.

9. **Compliance with Applicable Law and District Rules, Regulations, and Requirements.** Contractor agrees to comply and certifies compliance with all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations (“EDGAR”), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. If applicable, Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in the District’s Certifications form, “Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 C.F.R. Part 200,” which is incorporated by reference herein. Contractor further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those referenced in the District’s Vendor Packet completed by Contractor, which is incorporated by reference herein. Further, Contractor agrees to and shall comply with all rules, regulations, and requirements of the District and the school campus(es) on which any Services are to be performed.

10. **Subcontractors.** If the District gives written permission for Contractor to subcontract any of the Services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor shall require each subcontractor to maintain and to furnish Contractor with satisfactory evidence of Workers Compensation, Employer’s Liability, and such other forms and amounts of insurance which Contractor deems reasonably adequate. Contractor shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.

11. **Liability.** Contractor shall take all precautions necessary for the safety of and prevention of damage to the District’s property and for the safety of and prevention of injury to persons, including the District’s employees and students, Contractor’s employees, and third parties (including but not limited to guests, invitees, and the like), on the District’s property. All Services are performed entirely at Contractor’s risk.

12. **INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, DAMAGE, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY’S FEES), AND CLAIMS FOR INJURY TO OR DEATH OF ANY PERSON, OR INJURY OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, “CLAIM”), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE DISTRICT, WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CONTRACTOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.**

13. **Insurance.** Unless the District’s Business Office agrees in writing to waive the following requirements, Contractor shall comply with all of the District’s insurance requirements. Each party shall, at its own cost and expense, maintain insurance coverage as required by applicable law and/or as reasonably appropriate for the activities it conducts and the risks it assumes. Certificates of Insurance on the current ACORD form shall be issued to the District showing all required insurance coverage prior to the start of work. Contractor shall assure that the District will receive written notice of at least thirty (30) days in advance of the effective dates of any reduction, modification, cancellation, or termination of such insurance policies.

14. **Warranties.** All goods and/or services provided by Contractor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of the District’s acceptance of the product and/or service or payment of the applicable invoice. Contractor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by the District. In addition, Contractor warrants that all goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Contractor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer’s warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement

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or the procurement solicitation.

15. **Educational Records.** Contractor agrees that Contractor and its employees, agents, and/or representatives may receive access to student information for certain students of the District, pursuant to this Agreement. Contractor shall secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to all privacy laws. Contractor understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information, and Contractor agrees to abide by FERPA rules and regulations, as applicable. Pursuant to the FERPA, Contractor must protect the confidentiality of District student records and shall not release any information without written consent from the District student's parent/guardian or eligible student unless required to do so by applicable law. Contractor further acknowledges that to the extent Contractor, including but not limited to, Contractor's staff, employees, and/or representatives, receives confidential District student information during the performance of duties under this Agreement, Contractor is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law. Contractor shall require its employees and other agents to execute written agreements requiring that such information be kept confidential. The Parties agree to enter into a Data-Sharing Addendum in the event confidential student information is to be shared, as required by applicable law. Contractor and its employees/representatives shall at all times abide by applicable laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA). Contractor shall immediately provide notice to the District of any violation of the terms of this paragraph.

Contractor agrees that the District's student data, including but not limited to documents and information concerning any individual student (hereinafter "District student data"), is to be held in strictest confidence and assures that procedures are in place for safeguarding, monitoring, and protecting the confidentiality of District student data. Contractor shall keep all media containing District student data in a secure area. In addition, Contractor agrees that any data sets or output reports generated by its employees, agents, and/or representatives with District student data are confidential. Contractor shall not disclose to any unauthorized person any data sets or reports with District student data. Contractor agrees to monitor and be responsible for any access to District student data by tracking access through the use of password(s). Contractor shall provide the District immediate notice of any security and/or data breaches and shall comply with any and all requirements to notify users of such security and/or data breaches as required by federal law or the laws of the state of Texas. The District or its designee shall have access to all education records and other documents in the possession of Contractor concerning students served by the District for purposes of monitoring student progress, conducting evaluations, and making reports.

Upon termination of this Agreement for any reason, Contractor shall return to the District within ten (10) calendar days all District student data delivered to or collected by the Contractor during the course of this Agreement, together with the Contractor's written certification that all copies of the District student data stored by the Contractor or in the Contractor's possession (including but not limited to on servers, backup servers, backup media, or other media including paper copies) have been returned to the District, and/or permanently erased or destroyed using industry best practices to assure complete destruction.

Contractor shall be responsible for ensuring compliance with the obligations of this section by each of its employees, agents, representatives, and subcontractors providing services pursuant to this Agreement, including but not limited to informing those persons and entities of these obligations and exercising adequate supervision and oversight over said persons and entities to ensure their compliance. Contractor shall be solely responsible for any breach of the obligations of this section by any of its employees, agents, representatives, or subcontractors.

16. **Confidential Data of the District.** In the course of performing duties under this Agreement, Contractor may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by the District and employees of the District. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of the District, either during the Term of this Agreement or after such Term. Contractor acknowledges that the District would be irreparably injured if Contractor were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for Contractor's own purposes or benefit and that money damages would not compensate the District for such irreparable injury.

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17. **Records Requests.** The Parties acknowledge that the District is obligated to strictly comply with the Texas Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon the written request of the District, Contractor will promptly provide specified contracting information exchanged or created under this Agreement. Contractor waives any claim against and releases from liability the District, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by either Party and determined by the District, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code. Contractor shall immediately notify the District if Contractor receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records maintained by Contractor on behalf of the District pursuant to this Agreement. Contractor shall provide a copy of such request to the District, unless otherwise prohibited by law.

18. **General.**

- a. **Termination.** Either party may terminate this Agreement for any reason, with or without cause, by giving thirty (30) calendar days' written notice to the other party. In the event of such early termination, the District will make payment only for services rendered through the effective date of the Agreement's termination. The District will be responsible for payment for only those Services that have been accepted by the District up to the termination date. The District is entitled to a pro-rata refund for any Services for which the District has paid but which have not yet been provided by Contractor or accepted by the District. Upon breach of this Agreement by the District, Contractor may terminate this Agreement by giving thirty (30) days' advance written notice to the District, with the District having the right to cure the breach within such notice period. The District may, by written notice, immediately terminate this Agreement if Contractor has defaulted in whole or in part, refuses or fails to comply with the provisions of this Agreement, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the Services within the same time period specified or any written extension thereof. In such event, the District may obtain comparable services elsewhere and either deduct the costs of obtaining such services from any amount owed Contractor or Contractor shall reimburse the District for such costs incurred by the District. In the event this Agreement is terminated because of a violation or breach of the Agreement's terms by the Contractor, the District shall be entitled to all administrative, contractual, and legal remedies, including sanctions and penalties.
- b. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
- c. **Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- d. **Authorized Signatory.** By signing this Agreement, the undersigned representative for Contractor represents and warrants that s/he has authority to enter into this Agreement on behalf of Contractor.
- e. **No Waiver of Immunity.** The execution of this Agreement and the performance by the District of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and the District shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the District, its trustees, officers, employees, or agents under federal or Texas laws.
- f. **No Waiver of Breach.** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.
- g. **Non-Discrimination.** Contractor will not discriminate because of race, color, religion, national origin, sex, age, disability, or any other characteristic protected under applicable federal, state, or local laws.
- h. **Entire Agreement.** This Agreement, including any attached and incorporated addenda, exhibits, attachments, and documents/forms; the procurement solicitation issued by the District (**RFP/Cooperative Contract**), hereinafter "RFP"; Contractor's proposal submitted in response to the RFP; and Contractor's completed District

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Vendor Packet (including all certifications therein) contain the entire agreement of the parties relative to the purpose(s) of this Agreement and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Agreement. In the event of a conflict between or among the contract documents, the following hierarchy shall prevail: (1) the terms and conditions of this Agreement; (2) addenda, exhibits, attachments, and documents/forms attached to this Agreement; (3) the Contractor's completed District Vendor Packet; (4) the RFP; (5) Contractor's proposal submitted in response to the District's RFP. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, Contractor contracts, Contractor terms of use, or similar commercial documents relating hereto and which may be issued by Contractor after the Effective Date of this Agreement (as hereinafter defined).

- i. **No Third-Party Beneficiaries.*** Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.
- j. **Changes and Amendments.*** During the Term of the Agreement, the District reserves the right to make changes to the Services the Contractor is required to provide pursuant to this Agreement. This Agreement may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement.
- k. **Notice.*** Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be effected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Each party may change the address at which notice is to be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.
- l. **Attorneys' Fees.*** The prevailing party in any adjudication relating to or arising out of this Agreement shall be awarded all reasonable and necessary attorneys' fees and costs.
- m. **Non-appropriation of Funds.*** The Term of this Agreement is a commitment of the District's current revenue only. Notwithstanding anything to the contrary in this Agreement, the District is obligated to make payments only as approved each year by the District's Board of Trustees. The District's Board of Trustees retains the right to terminate the Agreement at the expiration of each budget period of the District. To the extent that the District will use federal grant funds to fulfill its obligations under this Agreement, Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by the District from the awarding agency. As such, if the District does not receive sufficient funding for the services provided in this Agreement, the District may terminate this Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor.
- n. **Criminal History Certification.*** Contractor shall complete the "Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees" form regarding the criminal history of covered employees, which is incorporated by reference herein. Noncompliance or misrepresentation regarding this certification may be grounds for termination of this Agreement.
- o. **Governing Law and Venue.*** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Fort Bend County, Texas.
- p. **Assignment.*** Neither this Agreement nor any duties or obligations under it shall be assignable by Contractor without the prior written acknowledgement and authorization of the District.
- q. **Non-Exclusivity.*** Nothing in this Agreement may be construed to imply that Contractor has the exclusive right to provide the District Services. During the Term of this Agreement, the District reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of Contractor. In addition, nothing in this Agreement may be construed to require that the District purchase any specific amount, quantity, or quota of services from Contractor.
- r. **Performance.*** Contractor represents and warrants that Contractor has the experience, qualifications, licenses, and certifications required to provide the Services. Further, Contractor agrees that Contractor's Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from the District. If Contractor is unable to complete the work in this manner based on the mutually agreed upon timeline, Contractor shall notify the District's Business Office in writing.
- s. **Intellectual Property.*** Contractor represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

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- t. **Ownership of Work Product.** All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of the District, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Contractor shall deliver all such materials to the District upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by the District for use by Contractor in connection with the Services performed under this Agreement will remain the District's property. Any pre-existing programs, data, or other materials furnished and owned by Contractor for use by Contractor in connection with the Services performed under this Agreement will remain Contractor's property.
- u. **Professional Services.** This Agreement (check applicable box) s / is not for professional services and governed by the Professional Services Procurement Act, TEX. GOV'T CODE Chp. 2254. Contractor represents and warrants that Contractor has demonstrated competence and possesses qualifications to perform the Services and is performing the Services for a fair and reasonable price. Contractor further represents and warrants that the professional fees under the Agreement do not exceed any maximum provided by law.
- v. **Conflict of Interest.** During the Term of Contractor's service to the District, Contractor shall not, directly or indirectly, whether for Contractor's own account or for or with any other person or entity whatsoever, employ, solicit, or endeavor to entice away any person who is employed by the District.
- w. **Force Majeure.** The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.
- x. **Indebtedness.** Contractor represents that to the best of its knowledge it is not indebted to the District. Indebtedness to the District may be grounds for termination of this Agreement.
- y. **Non-Collusion.** The undersigned affirms that Contractor has not prepared its submission in collusion with any other company, corporation, firm, partnership or individual, and that the contents of Contractor's submission as to prices, terms or conditions of said submission have not been communicated by the undersigned nor by any employee or agent of Contractor to any other person engaged in this type of business prior to the official opening of Contractor's submission.

In witness whereof, the District and Contractor have executed this Agreement to be effective as of the date of the last signature below ("Effective Date").

Notice to Contractor: Any change(s) made to the provisions above will nullify this Agreement.

Agreed to by Contractor: _____

Date: _____ By: _____
 Printed Name: _____
 Title: _____

Agreed to by the District: STAFFORD MUNICIPAL SCHOOL DISTRICT

Date: _____ By: _____
Administrator with Signature Authority
 Date: _____ By: _____
Superintendent

**EXHIBIT A
SCOPE OF WORK**

Contractor	STAFFORD MSD
<ul style="list-style-type: none">• Description of Services/Obligations• Deadlines/Dates of Services• Deliverables	<ul style="list-style-type: none">• Obligations (<i>if any – payment terms already addressed in contract</i>)