

Contract # 15336

## HUMBLE INDEPENDENT SCHOOL DISTRICT CONTRACTED SERVICES AGREEMENT

This Contracted Services Agreement is entered between Humble Independent School District ("Humble ISD" or the "District") and Todd Whitaker (the "Contractor"), collectively the "Parties" and individually, a "Party". The District is a Texas public school district and political subdivision of the state of Texas located in Harris County, Texas. This Agreement shall consist of the following documents incorporated herein by reference: (1) this Contracted Services Agreement including any attachments, exhibits, or authorized amendments, (2) any Humble ISD-issued Purchase Orders, (3) the terms of any applicable Humble ISD or cooperative procurement solicitation (RFP, RFQ, or similar solicitation) (4) executed EDGAR Certifications and/or FEMA Certifications, if applicable (contract documents collectively the "Agreement"). In the event of a conflict, the contract documents shall control in the order listed in this paragraph.

### 1. PARTIES

#### CONTRACTOR INFORMATION

Name: Todd Whitaker  
Title: Consultant  
Company (if any): \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: 812-243-2267  
Email: toddwhitaker.com

#### DISTRICT CONTACT INFORMATION

Name: Roger Brown  
Title: Deputy Superintendent  
Dept.: Superintendent  
Phone #: 281-641-8005  
Email: roger.brown@humbleisd.net

### 2. PURPOSE

The Contractor shall perform services and deliver goods, in a manner satisfactory to the District, as cited in the attached and incorporated scope of work detailed in Attachment A.

### 3. RELATIONSHIP

In performing Services and accepting payment under this Agreement, Contractor is deemed an independent contractor and shall neither act as nor be considered an employee or agent of the District.

- a. The District shall not deduct or withhold any state, local or federal taxes or assessment, as this is Contractor's responsibility; however, based on the services provided under this Agreement, an IRS

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Form 1099 shall be issued in the Contractor's name and for total payments made, including expenses;

- b. Contractor is not entitled to any District benefit, including participating in or contributions to any group insurance plans or retirement plans; accumulation of vacation time or sick leave; compensation for holidays; Workers' Compensation, Temporary Disability, or Unemployment Compensation coverage; or any other benefits which may be available to District employees.

#### **4. CONTRACT DOCUMENTS, SCOPE OF WORK, & PROCUREMENT**

a. The Contractor agrees to perform services and/or provide goods as stated in Attachment A. (*insert services in Attachment A*). In the event of a conflict between Attachments A and this main agreement, the terms and conditions of this Agreement will control. Goods and services shall be delivered or performed according to the deadlines specified in Attachment A, or within thirty (30) days of the District issuing a Purchase Order if no deadline is otherwise specified. Humble ISD shall issue Purchase Orders for all goods and services. The District is not responsible for goods delivered or services performed without a duly authorized Purchase Order.

b. If applicable and in the priority stated herein, this Agreement arises out of the following Humble ISD or cooperative procurement solicitation: \_\_\_\_\_. The Contractor's proposal may be used as this Agreement's scope of work, as long as its terms and conditions do not contradict the terms and conditions in this Agreement or District policies. In the event of any conflict, this Agreement shall control.

c. This Agreement constitutes the complete understanding of the parties and supersedes any other agreements between the Parties. No terms and conditions proffered by Contractor or included in any document prepared by Contractor are binding on the District unless restated in the main body of this Agreement or in a properly included exhibit to this Agreement. In the event of any conflict, this Agreement shall control.

#### **5. CRIMINAL HISTORY**

If Contractor performs services where students are regularly present, Contractor is required to complete a criminal history authorization form and fully comply with Section 22.0834 of the Texas Education Code, or similarly applicable law, prior to performing the Services.

#### **6. TERM AND TERMINATION**

The term of this Agreement shall commence performance upon receipt of a purchase order from the District. This Agreement shall expire on June 30, 2021 (the "Term") (for purchases with federal grant funds, this Agreement shall expire on \_\_\_\_\_, 20\_\_\_\_). Contractor shall notify the District promptly of any expected delay in performance of Services. The District may terminate this Agreement at any time by notifying the Contractor in writing at least (10) days in advance of the effective date of the termination specified in such notice. If the District terminates the Agreement without cause after any portion of the Services has been rendered, the District will only compensate the Contractor for the pro rata portion of Services actually performed. In no event shall the District's liability for termination, if any, exceed the total value of the contract.

#### **7. CONTRACT AMOUNT**

The District agrees to pay Contractor for delivered goods and services based upon the rates as set forth on Attachment A. In no event shall the amount of goods and services provided by Contractor exceed \$15,000. The District shall not reimburse Contractor's travel expenses, including mileage, food, lodging, transportation or other incidentals. The Contractor may not pass through any overtime expenses incurred by it or any subcontractor. The District is a tax-exempt governmental entity, and

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Contractor is solely responsible for the payment of all taxes. Contractor shall not pass through any related tax expenses to Humble ISD. Payment to Contractor shall be due no later than 30 days after the Services are completed, submission of an acceptable invoice and certification of completion of the Services, or as otherwise specified in the scope of work. Invoices shall include a list of the goods or services provided, the dates of service or delivery, and the locations of service or delivery. Payment and interest are governed by Chapter 2251 of the Texas Government Code, or similarly applicable law.

**Invoices shall be mailed or delivered to:**

Humble Independent School District  
Attention: Accounts Payable  
20200 Eastway Village Drive  
Humble, Texas 77338

**8. BREACH OF AGREEMENT**

A breach occurs when either Party fails to comply with the terms of this Agreement. In the event of a breach, the Party claiming such breach shall provide the other Party with written notice of such breach. The notice of breach shall specifically identify the particular Agreement provision that the Party alleges to have been breached and shall describe the basis for concluding that there was a breach of the Agreement. If the breaching Party fails to cure the breach within thirty (30) days of receipt of the notice, the non-breaching Party has the option to terminate the Agreement immediately or provide the breaching Party extended time to cure. In the event of a breach, the non-breaching Party will be entitled to all remedies available under applicable law.

**9. AMENDMENTS**

This Agreement may only be amended through a writing signed by authorized representatives of both parties.

**10. CONFIDENTIALITY**

Contractor agrees to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Contractor acknowledges that the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, governs the privacy and security of educational records and certain student information. To the extent applicable, Contractor shall be designated a school official under FERPA for the purposes of performing the services under this Agreement. Contractor agrees to abide by FERPA, as applicable, including but not limited to not disclosing FERPA protected information to any third party without the written authorization of Humble ISD. Contractor also acknowledges that Humble ISD is subject to the Texas Public Information Act ("TPIA"), and agrees that information provided to Humble ISD may be disclosed pursuant to the TPIA. Contractor waives any claim against and releases from liability Humble ISD, its officers, employees, or agents, with respect to disclosure of information provided under this Agreement in compliance with the TPIA.

**11. CURRENT REVENUE**

The parties agree that this Contract is a commitment of Humble ISD's current revenue only. Renewal of this Contract, if any, will be in accordance with Texas Local Government Code § 271.903, or similarly applicable law, concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Contract, Humble ISD shall have the right to terminate this Contract without default, penalty, or liability, effective as of the expiration of each District budget period if determined, in Humble ISD's sole discretion, that there are insufficient funds to extend this Contract.

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**12. INSURANCE**

During the Term of this Agreement, Contractor shall maintain insurance of the types and amounts as required by the District and shall provide written proof of such insurance to the District upon request. Failure to maintain such insurance may constitute an event of default.

**13. RECORD RETENTION AND AUDIT**

Humble ISD, its agent, or any state or federal investigating agency, may audit all of Contractor's records and accounts relating to this Agreement. Contractor shall retain any books, documents, papers, or records which are directly pertinent to this Agreement. Contractor shall retain such records and make them available for audit, review, and copying upon request, for a minimum period of five (5) years after completion of the service, receipt of the goods, the date Humble ISD receives the Contractor's final invoice, the end date of the grant award, or the date Humble ISD makes final payments and closes pending matters in connection with this Agreement, whichever is later.

**14. GENERAL COVENANTS AND PROVISIONS**

a. All items and services offered shall conform to all applicable local, county, state and federal laws, ordinances and regulations. For the duration of this Agreement, Contractor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation to perform this Agreement.

b. All supplies, equipment and Services provided by the Contractor shall include the manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products provided. All goods and equipment proposed shall be new unless agreed to in writing.

c. If the value of this Agreement exceeds \$2,000.00, Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans of "Grants from the United States"). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

d. If the value of this Agreement exceeds \$2,000.00 for construction contracts, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

e. If the value of this Agreement exceeds \$2,000.00 for construction contracts and/or \$2,500.00 for other contracts that involve the employment of mechanics or laborers, Contractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

f. By acceptance of this Agreement, Contractor hereby certifies that a drug free workplace will be maintained. This certification is a material representation of fact upon which reliance will be placed prior to award of the contract. False certification or violation of the certification shall be grounds for suspension or termination of award, or government-wide suspension or debarment (see 34 CFR Part 85, Subpart F).

g. Contractor shall observe and abide by all applicable laws and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; the Family

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Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g ("FERPA"); the Texas Education Code; the Texas Administrative Code; Texas Workforce Commission statutes; and applicable HISD policies and procedures ("Applicable Law") relative to Contractor's conduct on District premises and performance of the Services.

h. Contractor certifies that he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency.

i. To the extent required by law, Contractor certifies that the Contractor is not identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to a Foreign Terrorist Organization as defined by the United States Secretary of State. To the extent required by law, Contractor also certifies that Contractor does not and will not boycott Israel or Israeli-controlled territories during the term of this Agreement.

j. The requirements of the Texas Public Information Act, Chapter 552 of the Texas Government Code, Subchapter J, may apply to this Agreement if it is valued at more than \$1 million. The Contractor agrees the Agreement can be terminated if the contractor knowingly or intentionally fails to comply with a requirement of that subchapter, including the preservation of all "contracting information" (as defined by 552.003) and the provision, upon request of the District with whom you are contracting, of all contracting information. Contracting information includes, but is not limited to, records, communications and other documents related to the bid process, Agreement, payments, receipts, scope of work/services, and performance.

k. Contractor shall be responsible for ensuring all products and services provided pursuant to this Agreement comply with accessibility requirements under state and federal law for use by individuals with disabilities.

#### **15. INDEMNIFICATION**

**CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT FROM ANY CLAIM, DAMAGE, LIABILITY, INJURY, EXPENSE, OR LOSS ARISING OUT OF OR RELATING TO, DIRECTLY OR INDIRECTLY, THE CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY CLAIMS RESULTING FROM CONTRACTOR'S ACTS OR OMISSIONS, OR ACTS OR OMISSIONS OF CONTRACTOR'S SUBCONTRACTORS, AGENTS, OR EMPLOYEES.**

#### **16. NO WAIVER**

Nothing herein shall be construed as to limit or waive any claim, defense, or immunity available in law on behalf of the District or its Trustees, employees, or agents.

#### **17. SUCCESSORS AND ASSIGNS**

This agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal or personal representatives, successors, and assigns. Contractor shall not assign this Agreement without prior written consent of the District.

#### **18. SUBCONTRACTORS**

Contractor shall not subcontract or transfer any of its obligations under this Agreement without prior written consent of the District. Any subcontractors must meet the same criminal conviction and background check requirements as Contractor. District shall have no contractual or legal obligation to any subcontractors. If this contract is paid in whole or in part with federal grant funds, Contractor shall take all affirmative steps

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15336

Contract # \_\_\_\_\_

set forth in 2 C.F.R. § 200.321, or similarly applicable law, to solicit small, minority, and women owned businesses for any subcontracting opportunities.

#### 19. FORCE MAJEURE

Neither party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, public health emergency, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this agreement. Notwithstanding anything herein to the contrary, the District at its sole discretion, reserves the right to seek reimbursement or refund of any amounts paid under this Agreement or reschedule services at a time mutually agreeable to the Parties.

#### 20. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas, without regard to its conflicts of laws provisions. Mandatory and exclusive venue shall be in the courts of Harris County, Texas.

#### 21. NOTICE

Either party may give notice as required by this Agreement by means of a general notice on the Service or by written communication or e-mail to the address of the primary contact provided on this Agreement. A copy must be transmitted to the Humble ISD Legal Department, 10203 Blenheim Drive, Humble, Texas 77338 for all notices for breach, termination, or default. Such notice shall be deemed to have been given to either party upon the expiration of forty-eight (48) hours after mailing (if sent by first class mail or prepaid cost) or 12 hours after sending (if sent by email).

By signing below, the signatory for the Contractor confirms and covenants that he or she is legally authorized to bind the Contractor to the terms of this Agreement.

#### CONTRACTOR

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### HUMBLE INDEPENDENT SCHOOL DISTRICT

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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Updated as of May 2020  
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**ATTACHMENT A**

**SCOPE OF WORK**

Please provide service details below. If using Contractor's proposal/quote, please attach and provide reference number in box below. If any terms and conditions of Contractor's proposal/quote conflict with either the terms or conditions of the District's contract or with District policy, this Agreement and District policies will prevail.

TWO HALF DAY WORKSHOPS, JUNE 8, 2021 ON IMPROVING INSTRUCTION, DEALING WITH DIFFICULT STAFF MEMBERS, AND INSTRUCTIONAL LEADERSHIP.

PURCHASING METHOD:

CTPA-SOCORRO ISD COOP #116165

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Todd Whitaker  
[www.toddwhitaker.com](http://www.toddwhitaker.com)  
812-243-2267

## **Proposal**

### **Humble ISD School District Humble, Texas**

**Consulting – two half day workshops – June 8, 2021. In person.  
The fee is \$14,700 which includes expenses. There is no limit on  
group size for either session.**

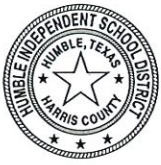
**Two sessions on Improving Instruction, Dealing with Difficult  
Staff Members, and Instructional Leadership**

**Afternoon session with leaders.**

**This session will help all leaders become more effective at  
improving instruction, increasing leadership skills and dealing  
with negative people and situations.**

**Both sessions will provide specific things that everyone,  
regardless of role, can immediately implement into their  
practices. They will both be audience involved, enjoyable and  
practical.**





90395660

**Purchase Order**

Fiscal Year 2021

Page 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.**Purchase Order Number **90395660**Purchase Order Date **05/19/2021**Department **DEPUTY SUPERINTENDENT**Contract **15336****Delivery must be made within doors of specified  
destination.**

Bill To  
Humble Independent School District  
P.O. Box 2000  
Humble, TX 77347-2000  
Accounts Payable  
(281) 641-8071 Fax (281) 641-1054

BBTC

Ship To  
ADMINISTRATION  
10203 BIRCHRIDGE DRIVE  
HUMBLE, TX 77338

ADM

Vendor  
TODD WHITAKER  
4209 STONE GROVE CT.  
COLUMBIA, MO 65203

32296

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
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TODD.WHITAKER@INDSTATE.EDU

32296

10485391

Melinda Sappington ROGER BROWN/CAROLYN HARDEN...

**NOTES**

CONSULTING SERVICES - NON TECHNOLOGY RELATED

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

CTPA-Socorro ISD COOP #116165

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Consulting Services - TWO HALF DAY WORKSHOPS, JUNE 8, 2021 ON IMPROVING INSTRUCTION, DEALING WITH DIFFICULT STAFF MEMBERS AND INSTRUCTIONAL LEADERSHIP CIVIC CENTER IN PERSON GL #: 199-13-6291-00-850-99-0000-850-	1.0000	EACH	\$14,700.0000	\$14,700.00
					\$14,700.00

PO TERMS AND CONDITIONS MAY BE VIEWED AT:

<http://humbleisd.net/cms/lib2/TX01001414/Centricity/Domain/65/GENERAL%20TERMS%20AND%20CONDITIONS.doc.pdf>

*William J. Keatter*  
Chief Financial Officer

Total Ext. Price \$14,700.00

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Purchase Order Total \$14,700.00

VENDOR COPY