

VENDOR CONTRACT
(Services Only)

THIS VENDOR CONTRACT FOR SERVICES ("Contract") is made as of the date written below between Texas Association of School Boards, Inc. (the "Vendor") and the EL PASO INDEPENDENT SCHOOL DISTRICT ("District"). For and in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Term, Scope, Delivery and Standard of Care.

1.1 Term and Scope. If this Contract is entered into for delivery of Services set out in Exhibit "A", attached hereto and incorporated herein by reference. The term of this Agreement shall be for a period from April 12, 2018 through June 30, 2018, [with 0 year(s) annual renewal(s)] unless earlier terminated in accordance with this Agreement. Annual renewals, if any, shall be at the sole discretion of the District.

1.2 Non-Appropriation. In the event that the Contract is awarded for a term greater than one year, it will be subject to approval at the commencement of each of the District's budget years. Vendor agrees that the District has the continuing right to terminate this Contract without notice at the end of a District budget period in which funds for this Contract are not appropriated. In such event the Contract may be terminated as soon as practicable after the event of non-appropriation or upon 30-days' prior written notice whichever provides the longest notice.

1.3 Delivery. Vendor agrees to provide Services listed and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes (collectively, the "Services"). Nothing contained in this Contract shall require District to pay for any unsatisfactory Services, or for Services which do not comply with the terms of this Contract.

1.4 Standard of Care. Vendor represents, covenants, and warrants that it will devote its good faith, best efforts in provision of the Services and will provide the Services with reasonable care and skill and in a good and workmanlike manner. Services will be provided in a manner consistent with industry standards and will conform to the required specifications set out herein, and shall be delivered in compliance with all applicable laws, rules, and regulations, with District policies and procedures made known to Vendor, and consistent with industry standards.

2. Cancellation/Termination.

2.1 This Contract may be terminated as follows: (a) by either party in the event of material breach of this Contract by the other party which continues more than thirty (30) days after written notice of default from the non-breaching party to the breaching party; or (b) by the District at its option: (i) if Vendor fails, as determined by the District's representative, to satisfactorily perform the duties set out in this Contract, comply with any covenant herein required or breach any warranty provided herein; becomes insolvent, files or has filed against it a petition in bankruptcy, proposes or accomplishes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors; (ii) if a receiver, trustee, custodian, or similar agent is appointed or takes possession of any property or business of Vendor; (iii) if, at the expiration of each District budget period occurring during the term of this Contract, funds for this Contract are not appropriated as provided in Section 1.2 above; or (iv) with or without cause upon thirty days prior written notice from the District to Vendor. In the event of early termination of the Contract for any reason, the total compensation which may be claimed by Vendor under this Contract shall be limited [subject to other limitations in this Contract or applicable law] to the payment for the Services timely provided by the date of termination.

2.2 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Contract, Vendor shall submit to District its claims, in detail, for the monies owed by District for Services satisfactorily performed under this Contract through the effective date of termination. Regardless of how this Contract is terminated, Vendor shall effect an orderly transfer to District or to such

of expiration or termination of this Contract, Vendor shall cease all operations of Services being performed by Vendor, or any of its subcontractors, pursuant to this Contract. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Vendor, in connection with the Services rendered by Vendor under this Contract, shall be transferred to District. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Vendor's sole cost and expense. Payment of compensation due or to become due to Vendor is conditioned upon delivery of all such documents.

3. **Right to Assurance.** Whenever the District in good faith has reason to question the Vendor's intent to perform, the District may demand that the Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five business (5) days, the District may treat this failure as an anticipatory repudiation of the Contract.

4. **Remedies.** In the event of default of this Contract by Vendor, the District and Vendor shall have all of, and may exercise one or more of, the following rights and remedies as applicable: (a) the right to recover damages; (b) the right to seek injunctive relief; (c) the right to seek declaratory relief; (d) the right to offset and/or retain from payments otherwise due to Vendor damages, fees, and costs sustained or incurred by the District in connection with such breach; (e) the right to terminate this Contract as provided herein; and (f) any of its rights and remedies in law or equity. In no event shall District's or Vendor's action of terminating this Contract, whether for cause or otherwise, be deemed an election of District's remedies, nor shall such termination limit, in any way, at law or at equity, District's right to seek damages from or otherwise pursue Vendor for any default hereunder or other action.

5. **Force Majeure.** If by reason of Force Majeure (i.e. acts of God, strikes, lockouts, or other industrial disturbances, etc.), either Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then such Party shall give notice and full particulars of Force Majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer period, and such Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

6. **Warranties.**

6.1 **Express Warranties.** Vendor expressly represents, warrants and covenants, that:

(i) Vendor will devote its good faith, best efforts in performing the Services.

(ii) Vendor has and will maintain sufficient financial condition, working capital, experience, expertise, personnel, licenses, certifications, and authority to provide the Services, that it will provide copies of its licenses and certifications to the District upon request and will comply with the Vendor ethics policies of the District.

(iii) The Services to be provided will adequately address the Scope of Services set forth in this Contract and its exhibits, as well as the District's Request for Qualifications, Request for Proposal, Request for Competitive Sealed Proposal, or other solicitation by the District for the Services contracted for herein (the "solicitation document").

(iv) The Services shall be delivered in compliance with all applicable laws, rules, and regulations, with District policies and procedures made known to Vendor, and consistent with industry standards.

6.2 **Implied Warranties.** No implied warranties for Services provided in connection with this Contract are waived modified or excluded by any provision of this Contract, or any terms and conditions included in any document prepared by the Vendor, and any provision so intended, or interpreted shall be treated as void *ab initio*.

6.3 **No Warranties by District.** No review, consent, or approval by the District of any documents prepared by Vendor shall constitute a representation or warranty by the District of the legality, suitability, or quality of the same or content thereof.

6.4 Reservation of Rights. The District reserves the right to use its own staff or any other third-party to provide the same or similar services to the Services described herein.

7. **Tax Exemption.** The District is exempt from Federal Excise, State or City Sales Tax under State Law and such obligations are included in the price under this Contract. The District will furnish a tax exemption certificate, if required.

8. **Invoicing and Payment.** Compensation for Vendor is set forth on Exhibit "B", attached hereto and incorporated herein. Except as otherwise provided in Exhibit "B," Vendor shall invoice the District on or before the thirtieth (30th) day of each month, for the Services performed during the preceding month at rates set forth on Exhibit "B". If permitted as a separate charge in Exhibit "B", Reimbursable Expenses will be itemized separately, and documented by receipts for invoicing purposes. Invoices for Services shall not include Federal Excise, State or City Sales Tax for which an Independent School District is exempt under State Law. The District shall furnish a tax exemption certificate, if required. The aggregate compensation from the District to Vendor for the Services shall not exceed the maximum figure stated in Exhibit "B." Vendor shall not be entitled to receive payments or amounts under the Contract in excess of the amounts appropriated for the then-current budget period of the District. The District shall make payment to the Vendor for amounts determined to be properly due, not later than thirty (30) days after its receipt of the Vendor's invoice or as required by the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code) or its successor. The maximum interest rate on any past due payments by the District to Vendor shall be limited to the rate provided by Section 2251.025 of the Texas Government Code or its successor. The District shall not be required to make any payments to Vendor at any time Vendor is in default under this Contract.

9. **Confidential/Proprietary Information.**

9.1 Vendor understands that, during the term of this Contract, Vendor will have access to certain information belonging to the District and designated as confidential by the District or not generally known by non-District personnel (collectively, the "Confidential Information"). Except as expressly provided otherwise, during the term of this Contract and at all times thereafter, Vendor shall not, without the prior written consent of the District, do any of the following, directly or indirectly: (a) use any of the Confidential Information for Vendor's own purposes or for the purposes of any person or entity other than the District; and/or (b) disclose any of the Confidential Information to any third party, except as reasonably and in good faith required in connection with performance of this Contract by Vendor. Vendor further shall take all steps necessary to prevent disclosure of Confidential Information by any other person or entity, during the term of this Contract and at all times thereafter, without the prior written consent of the District. All data, disks, lists, financial records, other records, documents, property, information, specifications, and materials of the District relating to the Services, which are provided to Vendor during the term of this Contract, as well as all copies thereof (collectively, the "Materials"), shall be and remain the sole and exclusive property of the District. None of the Materials shall be retained by Vendor, or shall be transmitted to anyone at any time, either now or in the future, except as reasonably and in good faith required in connection with performance of this Contract by Vendor. Upon termination of this Contract, or upon request by the District, Vendor shall promptly return the Materials to the District. The Materials are included within the definition of Confidential Information. Vendor further agrees that, if it receives information or records concerning any student, it shall not disclose the same, except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA.

9.2 Intellectual Property Rights. If Vendor, as part of the Scope of Services of this engagement, will be working with the District [all references to Vendor and District in this Paragraph shall include their respective agents, employees and representatives] to create and/or develop materials or other work products, including visual, audio, written and graphic material, and all of Vendor's contributions to the creation or development of the Resulting Work Product, (collectively, the "Resulting Work Product"), for which the Vendor will receive any consideration provided in this Contract, the Resulting Work Product, and any state or federal trademark rights, copyrights, patents or other intellectual property rights associated with the Resulting Work Product (collectively, the "Intellectual Property Rights"), will at all times remain the exclusive property of the District. Vendor agrees to assist the District as in any way necessary, including

executing any assignments or other documents, required to document the District's ownership rights in the Resulting Work Product and the associated Intellectual Property Rights, as applicable; including taking any action necessary for the District to secure state or federal registration of its Intellectual Property Rights in the name of the District. No separate or additional consideration, other than the consideration paid under this Contract, will be provided by the District for any provision of any assignments or conveyance the Resulting Work Product, or of Intellectual Property Rights associated with the Resulting Work Product. The Vendor shall assure that its authorized subcontractors or agents, not under its control as employees, are aware of this provision and are contractually bound thereby.

10. Vendor Records and Retention. The District or its authorized representative shall be afforded unrestricted access to and be permitted to inspect and copy all of the Vendor's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Vendor shall preserve all such records for a period of five (5) years after the District makes final payment and all other pending matters are closed, or for such longer period as may be required by law, after final payment under this Contract, including any extension thereof. To the extent that the requirements of 2 CFR § 200.333 apply to the Contract, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award, must be retained for the Vendor for only the period required by 2 CFR § 200.333 and the five (5) year requirement of this provision shall apply to all other documents. If no federal funds are expended by the District for the Contract, the five (5) year retention requirement provided herein will apply.

11. Indemnification.

11.1 General Indemnification. VENDOR AGREES TO INDEMNIFY, DEFEND, AND HOLD-HARMLESS THE DISTRICT AND ITS TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST, ANY CLAIM, CAUSE OF ACTION, LOSS, LIABILITY OR REASONABLE EXPENSE, (INCLUDING ATTORNEY'S FEES, AND OTHER FEES, COURT , COSTS AND OTHER COSTS) , INJURIES, DAMAGES, HARM, OR OTHER LOSS, ARISING DIRECTLY IN WHOLE OR IN PART FROM BREACH OF THIS CONTRACT BY VENDOR, NEGLIGENT, INTENTIONAL, OR OTHER ACTIONS OR INACTIONS OF VENDOR, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS, OR ARISING, IN WHOLE OR IN PART, OUT OF A DEFECTIVE PRODUCT, NEGLIGENT INTENTIONAL, OR OTHER OPERATIONS OR SERVICES OF VENDOR, ITS OWNERS, DIRECTORS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, AND SUPPLIERS UNDER THIS CONTRACT. Vendor shall promptly advise the District, in writing, of any claim or demand against the District or Vendor known to Vendor related to or arising out of Vendor's activities under this Contract.

11.2 Intellectual Property Rights Indemnification. Vendor shall INDEMNIFY, DEFEND, AND HOLD HARMLESS the District, its elected officials, employees, officers, and representatives harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) for infringement of any patent, copyright or similar property right including, but not limited to, misappropriation of trade secrets and any infringement by Vendor and its employees and consultants, in connection with any license provided, any deliverable or any Service furnished hereunder, and used by either the District or Vendor within the scope of this Contract (unless said infringement results directly from Vendor's compliance with District's written standards or specifications).

11.3 Defense Counsel. District reserves the right to provide a portion, or all of its own defense, at its own expense; however, District is under no obligation to do so. Any such action by District is not to be construed a waiver of Vendor's obligation to defend District or a waiver of Vendor's obligation to indemnify District pursuant to this Section.

11.4 Indemnity Survival. The provisions of this Section 11.4 are solely for the benefit of the parties hereto, and not intended to create or grant any rights, contractual or otherwise, to any other person or entity and the obligations herein shall survive the termination or expiration of this Contract.

12. Work On School District Campuses.

12.1 Notice Before Entry During School Hours and Decorum on District Campuses. Vendor acknowledges that the Work may be performed in connection with an educational facility that is currently occupied and in use. It is imperative that Vendor's deliveries and/or performance of services not interfere with, interrupt, disturb, or disrupt District's normal operations or facilities. During school hours, when entry is not made on an emergency basis, Vendor shall notify the District in advance and arrange an escort for Vendor's representative.

12.2 Vendor agrees to and shall comply with all rules, regulations and requirements of the District and the school campus on which work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of District. Vendor recognizes that the ongoing school activities in proximity with its onsite activities shall result in the need for prompt and effective coordination of its Services with those involved in the ongoing utilization of the premises. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Vendor shall be responsible for the actions of its employees and its Vendors. The Vendor recognizes that the site is a public-school campus, and will prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the site and shall require adequate dress of the Vendor's forces consistent with the nature of the work being performed.

13. Criminal Background Checks. Vendor shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, District Board Policy CH (Legal) and (Local), and other policies and administrative requirements relating to or arising from such statute and rule(s); shall ensure that no covered employee of Vendor or of any subcontractor [if authorized] with a Disqualifying Criminal History performs services under the award at or for the District; and shall timely provide written certifications thereunder in such form and substance as requested by the District. Vendor understands that any failure to comply with the requirements of this section may be grounds for termination of its Contract with the District.

14. Contractual Relationship. This Contract does not constitute a joint venture or partnership of any kind between the Parties hereto. In addition, the Parties expressly understand and agree that the provision of the Services are and shall be considered independent contractor work performed by Vendor, using Vendor's own talents, contacts, tools, vehicles, and equipment, and that nothing in this Contract in any way creates an express or implied contract of employment between the District and Vendor. Vendor is not and shall not be an employee of the District for any purpose. Vendor is exclusively responsible for all administrative matters relating to its status hereunder or the Services, including without limitation, travel, lodging, and other expenses, any withholding and payment of all federal, state and local income taxes, FICA, FUTA, or other employment-related taxes, workers' compensation insurance, fringe benefit programs, or other benefits of any kind. Vendor represents that it is an independent contractor providing Services for hire similar to the Services to the general public, that it has full authority and capacity to enter into this Contract and perform the Services, and that execution or performance of this Contract by Vendor shall not violate any other agreement or covenant or any law.

15. Federal Edgar Provisions. Vendor acknowledges in the event federal funds are utilized to fund the Services delivered under the Contract, Vendor will abide by all applicable federal laws, rules, and regulations, executive orders, and policies, procedures and directives applicable to the Contract, including but not limited to the following:

15.1 Contractual Remedies. Vendor agrees that it will comply with all administrative, contractual, legal remedies sanctions and penalties for violation or breach which are included in this Contract.

15.2 Wage and Hour Requirements. To the extent that this Contract involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), which requires Vendor 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. This provision will not apply to the District's purchases from vendor of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

15.3 Clean Air Act and EPA. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 -7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387) and agrees to promptly notify the District of any violation.

15.4 Debarment and Suspension. Vendor has certified that neither the Vendor nor its principals were listed on the government-wide exclusions in the System for Award Management ("SAM"), that neither the Vendor nor its principals are debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549 at the time this Contract was executed. Vendor further agrees on behalf of itself and its principals, to immediately provide written notification to the District if, at any time following execution of this Contract, Vendor or one of its principals learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, or if Vendor or one of its principals is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Failure to notify the District of erroneous information within five (5) business days of change in circumstances shall be grounds for immediate termination, but termination of Vendor shall not be an election of remedy by the District.

15.5 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352. Vendor confirms its certification to the District that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) Vendor further certifies that 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Vendor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., providing administrative remedies for false statements, apply to this certification and disclosure, and that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Finally, Vendor agrees that it will require that the language of this certification be included in the award documents for all lower-tier contractors it hires, and that it will ensure that all subcontractors make the same certification in connection with work done under the Contract. The certification in this Section is a material representation of fact upon which the District has placed its reliance.

15.6 Compliance with Mandatory Provisions of State Energy Conservation Plan. Vendor shall comply with the all 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. 6201), if any.

15.7 Compliance with Solid Waste Disposal Act. If the District purchased the same item or items from the Vendor under this Contract, which were purchased by the District during the preceding fiscal year, and the prior purchase exceeded \$10,000, Vendor agrees that it will comply with Section 6002 of the Solid

Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable, and that it will provide information and certifications required by the District confirming estimates and otherwise evidencing such compliance.

15.8 Equal Employment Opportunity Clause. Vendor represents, warrants and certifies that, during the performance of the Contract:

(i) it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination;

(ii) it will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;

(iii) it will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Vendor's legal duty to furnish information;

(iv) it will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

(v) it will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor;

(vi) it will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders;

(vii) in the event of Vendor's non-compliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law; and,

(viii) it will include the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions

will be binding upon each subcontractor or vendor. Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect its interests.

15.9 Termination for Convenience. Notwithstanding any provision to the contrary contained in this Contract if federal funds are used to fund the purchase represented by this Contract, the District, reserves the right to terminate this Contract for convenience. In such event, the District agrees, that it will be responsible, all legitimate charges with respect to periods prior to the termination.

16. Miscellaneous.

16.1 Assignment/Delegation. Without the prior written consent of the other party, no party shall have right or power to assign this Contract in whole or in part, or to delegate or sub-contract any duties hereunder in whole or part. Any attempted assignment or delegation by Vendor shall be wholly void and ineffective for all purposes unless made in the conformity with this paragraph.

16.2 Governing Law and Venue. **THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND IS PERFORMABLE IN EL PASO COUNTY, TEXAS.**

16.3 No Waiver of Immunity. The District reserves, and does not waive, its rights of sovereign immunity and similar rights, immunities and rights of its officials and employees, and its and its employees/officials' rights under the Texas Tort Claims Act. Nothing herein shall be a consent to suit.

16.4 No Third-Party Beneficiaries. This Contract, and every provision thereof, shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. No term or provision of this Contract shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Contract.

16.5 Context. Wherever the context shall require, the singular shall include the plural, and the male gender shall include the female gender and the neuter, and vice versa.

16.6 Attorney's Fees. In the event that either party brings an action to enforce or interpret any provision of this Contract, the prevailing party, will be entitled to recover its costs and expenses including, without limitation, reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it shall be entitled to receive, as determined by the trier of fact in such dispute.

16.7 Waiver. No waiver, change, modification or discharge by either party hereto of any provision of this Contract shall be deemed to have been made or shall be effective, unless expressed in writing and signed by the party to be charged. A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

16.8 Severability. Any provision, or part thereof, of this Contract held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Contract and the effect thereof shall be confined to the provision, or part thereof, so held to be invalid or unenforceable.

16.9 Time of Essence. Time is of the essence with respect to Vendor's obligations hereunder.

16.10 Public Records. Records relating to this Contract may be subject to disclosure pursuant to the Texas Public Information Act f/k/a Open Records Act, Section 552.001 et. seq. of the Texas Government Code. To the extent any of the Services under this Contract involve the exchange or creation of Public Information as defined by such Act, the Vendor shall make any such information, not otherwise exempted from disclosure under such Act, available in writing and electronically in Microsoft Word, Microsoft Excel and or Adobe Acrobat.

16.11 Notices. All notices to a Party under this Contract shall be provided by Certified Mail, Return Receipt Requested, to the address set forth for the respective party beneath its signature block in this Contract, or such other address as later provided by a Party through written notice to the other Party.

16.12 Advertising. Vendor shall not advertise or publish, without the District's prior consent, the fact that the Parties have entered into this Contract, except to the extent necessary to comply with proper requests for information from a representative of the federal, state, or local government.

16.13 Right to Audit and Records Access. The District, or its authorized representative (including Texas Education Agency and the Comptroller General), shall be given reasonable access to records and rights to perform audits by the District's own personnel and/or an outside firm of consultants/auditors, in order to investigate the District's claims administration and Services, and evaluate the performance of the Vendor. The Vendor agrees to provide full cooperation during this process. Performance of these functions shall be conducted with proper notification per customary industry standards. Vendor agrees to maintain all required records for five (5) years after the District makes final payment and all other pending matters are closed.

16.14 Israel Certification. Vendor certifies by execution of this document, that it does not and will not refuse to deal with, terminate business activities with, or otherwise take any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, unless the action taken for ordinary business purposes.

16.15 Entire Contract/Modification. **THIS CONTRACT IS THE FINAL, COMPLETE, AND ENTIRE CONTRACT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER AND SUPERSEDES ALL PRIOR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO MATTERS HEREIN. THIS CONTRACT MAY BE MODIFIED OR RESCINDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES TO THE CONTRACT BY AND THROUGH THEIR DULY AUTHORIZED AGENTS.** Changes to this Contract may only be made by mutual written Contract of the Parties, which must contain the authorized signature of the District's Superintendent or the President of the District's Board of Trustees. No course of prior dealings between the Parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing Party has knowledge of the performance and opportunity for objection. In the event of any conflict between the General Terms and Conditions of the Contract attached to the solicitation document, the terms of this Contract shall control.

EXECUTED as of the ____ day of _____, 20__.

EL PASO INDEPENDENT SCHOOL
DISTRICT

By:

see next page
Juan E. Cabrera, Superintendent of Schools

16.10 Public Records. Records relating to this Contract may be subject to disclosure pursuant to the Texas Public Information Act /w/k/a Open Records Act, Section 552.001 et. seq. of the Texas Government Code. To the extent any of the Services under this Contract involve the exchange or creation of Public Information as defined by such Act, the Vendor shall make any such information, not otherwise exempted from disclosure under such Act, available in writing and electronically in Microsoft Word, Microsoft Excel and or Adobe Acrobat.

16.11 Notices. All notices to a Party under this Contract shall be provided by Certified Mail, Return Receipt Requested, to the address set forth for the respective party beneath its signature block in this Contract, or such other address as later provided by a Party through written notice to the other Party.

16.12 Advertising. Vendor shall not advertise or publish, without the District's prior consent, the fact that the Parties have entered into this Contract, except to the extent necessary to comply with proper requests for information from a representative of the federal, state, or local government.

16.13 Right to Audit and Records Access. The District, or its authorized representative (including Texas Education Agency and the Comptroller General), shall be given reasonable access to records and rights to perform audits by the District's own personnel and/or an outside firm of consultants/auditors, in order to investigate the District's claims administration and Services, and evaluate the performance of the Vendor. The Vendor agrees to provide full cooperation during this process. Performance of these functions shall be conducted with proper notification per customary industry standards. Vendor agrees to maintain all required records for five (5) years after the District makes final payment and all other pending matters are closed.

16.14 Israel Certification. Vendor certifies by execution of this document, that it does not and will not refuse to deal with, terminate business activities with, or otherwise take any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, unless the action taken for ordinary business purposes.

16.15 Entire Contract/Modification. THIS CONTRACT IS THE FINAL, COMPLETE, AND ENTIRE CONTRACT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER AND SUPERSEDES ALL PRIOR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO MATTERS HEREIN. THIS CONTRACT MAY BE MODIFIED OR RESCINDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES TO THE CONTRACT BY AND THROUGH THEIR DULY AUTHORIZED AGENTS. Changes to this Contract may only be made by mutual written Contract of the Parties, which must contain the authorized signature of the District's Superintendent or the President of the District's Board of Trustees. No course of prior dealings between the Parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing Party has knowledge of the performance and opportunity for objection. In the event of any conflict between the General Terms and Conditions of the Contract attached to the solicitation document, the terms of this Contract shall control.

EXECUTED as of the ___ day of _____, 20__.

EL PASO INDEPENDENT SCHOOL
DISTRICT

By:



Juan E. Cabrera, Superintendent of Schools

APPROVED AS TO FORM:

By: 
Jeanne C. Collins, General Counsel for District

ADDRESS FOR NOTICE:

El Paso Independent School District
Attn: Superintendent
6531 Boeing Drive
El Paso, Texas 79925

With Copy to:
General Counsel
El Paso Independent School District
6531 Boeing Drive
El Paso, Texas 79925

VENDOR:

Texas Association of School Boards, Inc.

By: see next page

James B. Crow, Executive Director

ADDRESS FOR NOTICE
Texas Association of School Boards, Inc.
12007 Research Blvd.
Austin, TX 78759

Not
Signed

APPROVED AS TO FORM:

By: 
Justine C. Collins, General Counsel for District

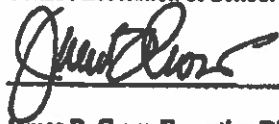
ADDRESS FOR NOTICE:

El Paso Independent School District
Attn: Superintendent
6531 Boeing Drive
El Paso, Texas 79925

With Copy to:
General Counsel
El Paso Independent School District
6531 Boeing Drive
El Paso, Texas 79925

VENDOR:

Texas Association of School Boards, Inc.

By: 
James B. Crow, Executive Director

ADDRESS FOR NOTICE
Texas Association of School Boards, Inc.
12007 Research Blvd.
Austin, TX 78759

EXHIBIT "A"
Scope of Services and Deliverables

Scope of Services:

Place(s) of Provision of Services:

El Paso Independent School District, all district locations.

Date(s)/Period of Provision Services:

Administration of surveys to begin April 2, 2018 and all reports delivered by June 30, 2018.

Description of Services:

The HR Services Division of the Texas Association of School Boards (TASB) will prepare, administer, and analyze an on-line survey of EPISD employees and prepare a summary report. TASB HR Services will begin survey services in April of 2018 and provide reports in June of 2018. TASB will develop the survey to reflect questions from the prior year's administration. The survey will be designed by TASB to assess staff attitudes on factors that correlate with employee engagement and retention. TASB will be acting as an independent survey administrator, all employee responses are submitted directly to them for analysis and will become the confidential property of TASB and will not be released to District or others unless required by law. TASB will send out an email to all EPISD staff with a link and unique code to access the survey. TASB will conduct an item response analysis by total respondents and summarize open comment responses by frequency of topic. TASB will prepare and provide electronic format (PDF) summary report to EPISD that consists of: District-level report with an executive summary, item response analysis and comment summary, and campus-level data tables and charts for 96 campuses. TASB can access the 2015-2016 and 2016-2017 survey results to include longitudinal comparison data in the 2018 report.

Except for Vendor's indemnification under 11.2, notwithstanding anything to the contrary, Vendor's liability under this Agreement is limited to the fees paid by District to Vendor under this Agreement.

Notwithstanding anything to the contrary, as between Vendor and District, Vendor owns all right, title, and interest in and to the survey templates, methodology, and business approach used to provide the services under this Agreement. As for information obtained from and provided to District, District grants Vendor a perpetual, non-exclusive, royalty-free license to copy, modify, and use the information for Vendor's legitimate business purposes, including creating analytical trend data, provided such use protects and does not reveal any personally identifiable information from or pertaining to District. District agrees that its name may appear in a list of participating entities for reports containing such analytical trend data.

An additional fee of \$500, plus travel expenses, will be required if the District requests a board presentation.

Deliverables:

Report or Other Deliverable	Expected Delivery Date
1 District Level Report & 96 Campus Tables/Charts Reports	June 30, 2018

EXHIBIT "B"
Compensation

Compensation [mark/complete one or more as applicable]:

 \$ 18,000 (Lump Sum/Fixed Price)

 Payable at completion.

 Quarterly Payments of \$ _____ beginning _____.

 Payable as follows:

\$ _____ on _____

\$ _____ on _____

\$ _____ on _____

 \$ _____ per _____, (with a not to exceed cap of \$ _____)

 \$ _____ per hour, (with not to exceed cap of \$ _____, based on rates below)
payable monthly based upon hours and types of service provided and documented in invoice.

 X Other [please explain]: TASB will invoice upon delivery of all the reports. EPISD shall make payment within 30 days of receipt of invoice.

Expenses: [Description]: _____



Texas Association of School Boards • Policy Service
P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.7529

Serving Texas Schools Since 1949

Policy Updating Services Agreement

This Policy Updating Services Agreement is entered into between the Texas Association of School Boards, Inc. (TASB), through its TASB Policy Service division, and the undersigned District. All references to "Subscriber" shall refer to the undersigned subscribing District.

1. Scope: As a prerequisite for entering into this Agreement, Subscriber must be a member of TASB and a Subscriber to Policy Service. This Agreement is for updating services to Subscriber's Localized Policy Manual initially developed by Policy Service under separate agreement. Localized policies reflect the unique needs, characteristics, and priorities of Subscriber's District. Localized policy updates are prepared in an adoptable format for the consideration of Subscriber's board and include the following:

- **Numbered Updates**

Policy Service will issue a Numbered Update in response to changing legal authority or to implement structural changes that improve the quality and layout of Subscriber's Localized Policy Manual. Numbered Updates occur two to three times a year. Policy Service will examine Subscriber's Localized Policy Manual, determine how the update changes affect the manual, and make appropriate changes and recommendations. The result is a Localized Update packet unique to the Subscriber. The typical Localized Update packet contains appropriate (LEGAL) policies and adoptable (LOCAL) policies, consistent with legal authority.

- **Local District Updates (LDU)**

Upon Subscriber's submission of locally driven changes, Policy Service will update Subscriber's Localized Policy Manual for it to remain current. All such changes must be provided to Policy Service so that policy records, upon which the Numbered Updates are formulated, remain current. Policy Service will provide consulting services on and editorial review of LDUs. Consulting services may include telephone assistance, policy drafts, and policy samples for Subscriber's consideration.

Under this Agreement, Subscriber authorizes Policy Service to obtain an attorney-client privileged legal review, on Subscriber's behalf, from TASB Legal Services on policies that Policy Service deems appropriate for legal review.

Note: The scope of this Agreement only includes the above-identified services. Policy On Line® or other Policy Service offerings are available under separate terms and conditions outside of this Agreement. Policy Service will provide, upon Subscriber request, duplication services for Localized TASB Updates and Local District Updates.

2. Payment: Subscriber will be billed on a per-project basis. The cost for localized policy updates may include changes to the district's (LEGAL) policies and customized recommendations for the district's (LOCAL) policies, as appropriate, and are billed at established rates per base version policies and per page for unique policies. Before September 1, TASB will provide Subscriber with written notice of these rates for the upcoming subscription year. Subscriber will be invoiced no later than 30 days after the applicable subscription year expires and payment will be due within 45 days, or such other time period authorized by law.

Subscriber represents and agrees that all payments required under this Agreement will be made from revenues currently budgeted and available.



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Wherefore, you are entering into this Agreement on behalf of the below-named Subscriber. Your signature represents that you have the authority to bind Subscriber to the Agreement as presented. Any interlineations or modifications by Subscriber to this Agreement will not be valid or enforceable unless TASB consents to the change in writing. A facsimile or imaged copy of a party's signature shall be valid as an original for all purposes.

El Paso Independent School District

District's name (Subscriber): _____

Authorized signature: _____

Printed name:

Juan E. Cabrera

Title:

Superintendent

Date: _____

Subscriber: Please retain a copy for your records.

TASB Policy Service
Attn: Gail Ayers, Assistant Director, Operations
P.O. Box 400, Austin, TX 78767
512-467-3618 (fax)
Policy.Service@tasb.org

Approved to Form:

Jeannie C. Collins
EPISD General Counsel



Texas Association of School Boards • Policy Service
P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.7529

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ISD Policy Service Subscription Agreement

This ISD Policy Service Subscription Agreement is entered into between the Texas Association of School Boards, Inc. (TASB), through its TASB Policy Service division, and the Policy Service subscriber ("Subscriber"). As a prerequisite for entering into this Agreement, Subscriber must be a member of TASB.

1. ISD Policy Service Subscription: This subscription provides one year's access to: (1) a license to the School District Policy Reference Manual coded as "(LEGAL)" policies, a copyrighted TASB publication that summarizes the laws and regulations that provide the framework for the general governance of Texas public school districts; (2) a license to the *Model Student Code of Conduct, Model Student Handbook, and Regulations Resource Manual*; and (3) other Policy Service publications and resources, including policy alerts and notifications, and unlimited phone consultation regarding these helpful resources.

2. Term: Except for any partial year, a subscription year is September 1–August 31. Unless terminated as provided for in this Agreement, Subscriber's subscription automatically renews each September 1 for successive annual periods thereafter.

3. Annual Subscription Fee: TASB Policy Service will invoice Subscriber before the end of the then-current subscription year for next year's subscription fee. Subscriber agrees to pay the subscription fee, in full, no later than the due date specified on the invoice, which shall be no fewer than 45 days, and agrees that Policy Service may deny providing service until Subscriber's invoice is paid in full. The current fee methodology is described in the attached payment schedule. Services beyond the ISD Policy Service Subscription are subject to an additional fee.

4. Commencement Date: This Agreement commences on the date on which TASB receives this executed Agreement.

5. Termination: Subscriber may terminate this Agreement based on any of the following: (1) opting out of automatic renewal of this Agreement by providing TASB with prior written notice of termination no later than August 1 or (2) providing written notice of termination to TASB within 30 days of being given written notice of an amendment, including a fee increase, as provided in Section 13 (Amendments) of this Agreement.

TASB may terminate this Agreement based on any of the following: (1) Subscriber's failure to make timely payment, subject to and consistent with law, including the Texas Prompt Payment Act (Tex. Gov. Code §§ 2251.021 *et seq.*), as applicable; (2) providing Subscriber prior written notice of termination no later than August 1, before the upcoming renewal; (3) Subscriber's failure to timely renew its applicable TASB membership; however, if the applicable TASB membership fee for Subscriber increases without the benefit of at least 30 days' prior written notice before this subscription renews, TASB will, within its sole discretion, provide Subscriber a pro-rata refund of this subscription or allow this subscription to run through the end of the term (provided Subscriber has paid the subscription fee); or (4) Subscriber's failure to fully and timely pay any undisputed amounts due for any additional "fee for services."

Either party may terminate this Agreement due to an event of default. An event of default is the failure by either party to comply with any material obligation under this Agreement and such noncompliance remains uncured for more than 30 days after receipt of written notice thereof.



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If this Agreement is terminated, Subscriber will no longer be eligible for additional services provided by TASB Policy Service. Except as expressly provided otherwise, if this subscription is suspended or terminated, no full, partial, or pro-rated refund or credit will be provided.

6. No Legal Advice: The publications and resources provided through this subscription are intended to assist Subscriber with state and federal regulatory compliance and to help Subscriber understand the various laws that apply to Texas school districts. Nothing provided through this subscription is intended to serve as an exhaustive compilation or explanation of the law, legal advice, or as a substitute for the advice of an attorney.

7. DISCLAIMER: SUBSCRIBER UNDERSTANDS AND AGREES THAT THE PUBLICATIONS AND RESOURCES PROVIDED THROUGH THIS SUBSCRIPTION ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TASB SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TASB MAKES NO WARRANTY THAT THE INFORMATION OR CONTENT IN THE SUBSCRIPTION IS ERROR-FREE OR FULLY CURRENT. TASB MAKES NO WARRANTY REGARDING THE INFORMATION, MATERIALS, GOODS, OR SERVICES OBTAINED THROUGH POLICY SERVICE, OR THAT ANY OF THESE DELIVERABLES WILL MEET SUBSCRIBER'S REQUIREMENTS OR ALL GOVERNMENTAL REQUIREMENTS.

8. LIMITATION OF LIABILITY: TASB'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE EQUIVALENT OF ONE YEAR'S SUBSCRIPTION FEE PAID TO TASB UNDER THIS AGREEMENT.

9. Current Revenue: Subscriber represents and agrees that all payments required under this Agreement will be made from revenues currently budgeted and available.

10. Use of Subscriber Information: Subscriber grants TASB a perpetual, nonexclusive, royalty-free license to copy, modify, and use any information and data obtained from Subscriber through this subscription so that TASB may create analytical trend data (in anonymous form) and in order to improve the quality of TASB's services to its members, clients, and constituents, as well as to carry out TASB's legitimate business purposes, including the creation of statistical studies and compilations. Such studies and compilations may be shared with third parties, such as the Texas Education Agency, the Texas Legislature, and media. The license granted herein, however, shall not extend to Subscriber information made confidential under law. Unless otherwise authorized in writing or required by law, TASB (1) will not disclose Subscriber's specific policies in a manner that identifies them as Subscriber's policies and (2) will not disclose any other Subscriber information in a manner that allows particular individuals to be associated with Subscriber's specific information. Notwithstanding the foregoing, Subscriber agrees that Subscriber's name may appear in a list of participating entities for reports containing analytical trend data.

11. Maintenance of Records: TASB shall not serve or act as custodian of records that are developed or obtained pursuant to this Agreement, within the meaning of the Texas Public Information Act or other law. As between Subscriber and TASB, Subscriber is and shall remain the custodian of records, including all policies developed under this Agreement.

12. Accessibility: For the purposes of disabled users, Subscriber is solely responsible for website accessibility of documents created from the manipulation of TASB Policy Service materials, including the *Model Student Code of Conduct*, the *Model Student Handbook*, and the *Regulations Resource Manual*.



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13. Amendments: TASB may amend this Agreement in writing, based on prior written notice, as set out herein. Any material amendment, including written notice of a fee increase, will be given to Subscriber in writing, no later than August 1 and take effect no earlier than September 1. Subscriber will have at least 30 days to terminate this Agreement, in writing, if it does not wish to be bound by the amendment. Unless the amendment expressly states otherwise, a written amendment will not require the signature of Subscriber or TASB. If Subscriber does not terminate this Agreement within the required time frame, the amendment will be deemed accepted by Subscriber.

14. Relationship between Subscriber and TASB: For purposes of this Agreement, Subscriber and TASB are independent contractors and not employees, agents, or representatives of one another, and nothing in this Agreement constitutes a partnership, agency, or joint venture between Subscriber and TASB. Notwithstanding the foregoing, Subscriber appoints TASB Policy Service as Subscriber’s representative to consult with TASB Legal Services for legal advice on Subscriber’s localized policy matters, and Subscriber appoints and consents to having TASB Legal Services provide such legal counsel for Subscriber.

15. Governing Law: This Agreement is governed by Texas law.

16. Copyright: The publications and written resources included in this ISD Policy Service Subscription are copyrighted publications of TASB. Duplication or distribution of these copyrighted publications and resources for non-Subscriber use, in part or in whole, is prohibited unless specifically authorized in writing by TASB Policy Service. Inquiries may be directed to TASB Policy Service, P.O. Box 400, Austin, TX 78767-0400 or policy.service@tasb.org.

Wherefore, you are entering into this Agreement on behalf of the below-named Subscriber. Your signature represents that you have the authority to bind Subscriber to the Agreement as presented. Any interlineations or modifications by Subscriber to this Agreement will not be valid or enforceable unless TASB consents to the change in writing. A facsimile or imaged copy of a party’s signature shall be valid as an original for all purposes.

El Paso Independent School District

District’s name (Subscriber): _____

Authorized signature: _____

Printed name:

Juan E. Cabrera
Superintendent

Title: _____

Date: _____

Subscriber: Please retain a copy for your records.

TASB Policy Service
Attn: Gail Ayers, Assistant Director, Operations
P.O. Box 400, Austin, TX 78767
512-467-3618 (fax)
Policy.Service@tasb.org

Approved to Form:

Jeanne C. Collins
EPISD General Counsel



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Payment Schedule
Policy Service Subscription Fee
2018–2019

District Student Enrollment	Annual Policy Service Subscription Fee
1–500 students	\$800
501–1500 students	\$850
1,501–3,000 students	\$1,000
3,001–9,999 students	\$1,100
10,000–25,000 students	\$1,300
More than 25,001 students	\$1,500

Amount of Fee

Amount of Fee



Policy On Line® User Agreement

This Policy On Line® User Agreement is entered into between the Texas Association of School Boards, Inc. (TASB), through its TASB Policy Service division, and the undersigned Subscriber.

1. **Scope:** As a prerequisite for entering into this Agreement, Subscriber must be a member of TASB, a subscriber to Policy Service (school district subscribers only), and a subscriber to Policy Updating Services.

This Policy On Line User Agreement includes the following services:

- Policy Service will install an electronic version of Subscriber's localized policy manual, as reflected by Policy Service's records, on the TASB website.
- Policy Service will provide an efficient graphical user interface to the data.
- Upon Subscriber's notice to Policy Service of Subscriber's adoption of locally initiated policy changes and numbered updates, Policy Service will update Policy On Line as soon as practicable thereafter to reflect those changes.

2. **Payment:** Subscriber will pay the required fee presented by invoice or other written statement within 45 days or such other time period authorized by law. If the initial term is for a partial year, the fee will be prorated. The current fee methodology is described in the attached Payment Schedule. Subscriber represents and agrees that all payments required under this Agreement will be made from revenues currently budgeted and available. Any notice of a fee increase will be given to Subscriber in writing, as provided in Section 14 (Amendments) of this Agreement.

3. **Commencement Date:** This Agreement commences on the date on which TASB receives this executed Agreement.

4. **Subscription Term:** Except for any partial year, a subscription year under this Agreement is September 1–August 31. The Agreement will automatically renew for successive subscription years unless terminated.

5. **Termination:** Subscriber may terminate this Agreement based on any of the following: (1) opting out of automatic renewal of this Agreement by providing TASB with written notice of termination no later than August 1; or (2) providing written notice of termination to TASB within 30 days of being given written notice of an amendment, including a fee increase, as provided in Section 14 (Amendments) of this Agreement.

TASB may terminate this Agreement based on any of the following: (1) Subscriber's failure to make timely payment, subject to and consistent with law, including the Texas Prompt Payment Act (Tex. Gov. Code §§ 2251.021 *et seq.*), as applicable; (2) providing Subscriber prior written notice of termination no later than August 1, before the upcoming renewal; (3) Subscriber's failure to timely renew its separate TASB membership; however, if the applicable TASB membership fee for Subscriber increases without the benefit of at least 30 days' prior written notice before this subscription renews, TASB will, within its sole discretion, provide Subscriber a pro-rata refund of this subscription or allow this subscription to run through the end of the term (provided Subscriber has paid the subscription fee); (4) Subscriber's failure to timely renew its separate Policy Service Subscription Agreement (for school district subscribers only); (5) Subscriber's failure to timely renew its separate Policy Updating Services Agreement; or (6) Subscriber's failure to fully and timely pay any undisputed amounts due for any additional "fee for services."

Either party may terminate this Agreement due to an event of default. An event of default is the failure by either party to comply with any material obligation under this Agreement and such noncompliance remains uncured for more than 30 days after receipt of written notice thereof.



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updates to Policy On Line as commercially feasible. Subscriber is solely responsible for the accessibility of documents created by the Subscriber or from the manipulation of TASB Policy Service materials.

14. Amendments: TASB may amend this Agreement in writing, based on prior written notice, as set out herein. Any material amendment, including written notice of a fee increase, will be given to Subscriber, in writing, no later than August 1 and take effect no earlier than September 1. Subscriber will have at least 30 days to terminate this Agreement, in writing, if it does not wish to be bound by the amendment. Unless the amendment expressly states otherwise, a written amendment will not require the signature of Subscriber or TASB. If Subscriber does not terminate this Agreement within the required time frame, the amendment will be deemed accepted by Subscriber.

15. Notices: Any notice required by this Agreement shall be addressed to the party's last address of record, as follows: (i) if to TASB, to the attention of the Director of TASB Policy Service; and (ii) if to Subscriber, to the attention of the chief executive officer or Subscriber's designee.

16. No Legal Advice: The services provided through this Agreement are intended to assist Subscriber with state and federal regulatory compliance and to help Subscriber understand the various laws that apply to Texas school districts or Education Service Centers, as appropriate for Subscriber. Nothing provided through this Agreement is intended to serve as an exhaustive compilation or explanation of the law, legal advice, or as a substitute for the advice of an attorney.

17. Governing Law: This Agreement is governed by Texas law.

Wherefore, you are entering into this Agreement on behalf of the below-named Subscriber. Your signature represents that you have the authority to bind Subscriber to the Agreement as presented. Any interlineations or modifications by Subscriber to this Agreement will not be valid or enforceable unless TASB consents to the change in writing. A facsimile or imaged copy of a party's signature shall be valid as an original for all purposes.

El Paso Independent School District

Subscriber's name:

Authorized signature:

Printed name:

Juan E. Cabrera
Superintendent

Title:

Date:

Subscriber: Please retain a copy for your records.

TASB Policy Service
Attn: Gail Ayers, Assistant Director, Operations
P.O. Box 400, Austin, TX 78767
512-467-3618 (fax) Policy.Service@tasb.org

Approved to Form:

Jeanne C. Collins
EPISD General Counsel

CS Agreement
01-01-19
Jhuu
05-30-19

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

HR SERVICES • SERVICE AGREEMENT FOR EMPLOYEE SURVEY

El Paso ISD • July 10, 2018

1. Description of Services

TASB will prepare, administer, and analyze an online survey of District employees and prepare a summary report. The report will be provided in electronic format (PDF) and will include an executive summary and an item response analysis by total respondents. Open comment responses will be summarized by frequency of topic. Individual responses and comments will be transmitted to TASB and will become the confidential property of TASB and will not be released to District or others unless required by law. Details about the survey process and a sample survey instrument are included in the attached proposal, which is attached by reference. TASB is an independent contractor and nothing herein creates an agency relationship.

2. Cost

\$14,000 for an online survey of approximately 8,050 employees. This includes

- a district-level report including comments summary
- tables of campus-level data

*An additional fee of \$500 plus travel expense will apply if a board presentation is required.

3. Schedule

TASB will schedule this project to begin in January 2019 and ending May 2019. To meet this delivery schedule TASB must receive approval of this agreement before the expiration date below.

4. Term of Agreement

This Agreement is effective upon the District's delivery (by mail or facsimile) of an executed counterpart of this Agreement to TASB and either party may rely upon a facsimile or photocopy of the Agreement for all purposes.

5. Limitation of Liability

TASB's liability under this Agreement is limited to the fees paid by District to TASB under this Agreement. In the event of a lawsuit between the parties relating to this Agreement, the prevailing party is entitled to recover reasonable attorney's fees from the other.

6. Cancellation of Agreement

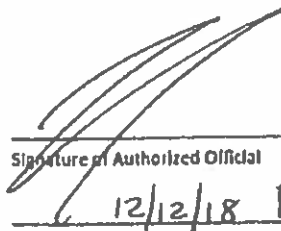
In the event either party terminates this Agreement before the completion of services, the district will reimburse TASB for all costs incurred up to the date of cancellation and will pay TASB's fee for consulting hours actually rendered.

This proposal will expire on December 31, 2018.



Amy Campbell
Director, HR Services






Signature of Authorized Official
12/12/18 PO#: 1905821

Purchase Order Number
12/12/18

Date Approved

Approved to Form:


Jeanne C. Collins
EPISD General Counsel

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

HR Services • Service Agreement for Employee Survey

El Paso ISD • July 18, 2019

1. Description of Services

TASB will prepare, administer, and analyze an online survey of District employees and prepare a summary report. The report will be provided in electronic format (PDF) and will include an executive summary and an item response analysis by total respondents. Open comment responses will be summarized by frequency of topic. Individual responses and comments will be transmitted to TASB and will become the confidential property of TASB and will not be released to District or others unless required by law. TASB is an independent contractor and nothing herein creates an agency relationship.

2. Cost

\$14,000 fee for a survey of approximately 8,000 employees, including:

- a district-level report with comments summary and
- tables of campus-level data.

**An additional fee of \$500 plus travel expenses will apply if a board presentation is required.*

3. Schedule

TASB will schedule this project to begin in October 2019 for survey administration in November 2019. District results will be delivered 8 weeks after all survey data is collected. Timely completion depends on acceptance of the agreement by the expiration date and the District's ability to provide the data needed by TASB.

4. Term of Agreement

This Agreement is effective upon the District's delivery (by mail or facsimile) of an executed counterpart of this Agreement to TASB and either party may rely upon a facsimile or photocopy of the Agreement for all purposes.

5. Limitation of Liability

TASB's liability under this Agreement is limited to the fees paid by District to TASB under this Agreement. In the event of a lawsuit between the parties relating to this Agreement, the prevailing party is entitled to recover reasonable attorney's fees from the other.

6. Cancellation of Agreement

In the event either party terminates this Agreement before the completion of services, the district will reimburse TASB for all costs incurred up to the date of cancellation and will pay TASB's fee for consulting hours actually rendered.

This proposal will expire on October 11, 2019.



Amy Campbell
Director, HR Services




Signature of Authorized Official

Purchase Order Number

Date Approved

Approved to Form:



Jeanette C. Collins
EPISD General Counsel

REVIEWED
By Purchaser of ISB on: Jul 18, 2019





Policy Service

P.O. Box 400, Austin, Texas 78767-0400 • 512.467.0222 • 800.580.7529
policy.service@tasb.org • policy.tasb.org

Policy Review Session Agreement

This Policy Review Session Agreement is entered into between the Texas Association of School Boards, Inc. (TASB), through its TASB Policy Service division, and the undersigned "Subscriber."

- 1. Scope:** This Agreement is for Policy Service to conduct a Policy Review Session for Subscriber. As a prerequisite for entering into this Agreement, Subscriber must be a member of TASB, a subscriber to Policy Service (school district subscribers only), and a subscriber to Policy Updating Services. The Agreement includes the following services: auditing Subscriber's Localized Policy Manual; preparing for and conducting workshops with Subscriber's administrators and, if requested, Subscriber's board; preparing a written summary of the review session; and training Subscriber's officials on the policy manual. The Policy Review Session does not include a review of regulations or handbooks.
- 2. Cost:** Subscriber will pay the required fee and any additional charges presented by invoice or other written statement within 45 days or such other time period authorized by law. The current fee methodology is described in the attached Payment Schedule.
- 3. Schedule:** Upon receipt of the signed Agreement, the policy consultant assigned to the project will contact Subscriber to tentatively schedule the Policy Review Session and to obtain necessary materials and information from Subscriber. Subscriber must provide these materials to the policy consultant at least 30 days prior to the tentatively scheduled date in order for the consultant to confirm a final date for the review session.
- 4. Termination:** Subscriber may terminate this Agreement at any time by giving 30 days' prior written notice.

TASB may terminate this Agreement based on any of the following: (1) Subscriber's failure to make timely payment, subject to and consistent with law, including the Texas Prompt Payment Act (Tex. Gov. Code §§ 2251.021 *et seq.*), as applicable; (2) Subscriber's failure to timely renew its separate TASB membership; however, if the applicable TASB membership fee for Subscriber increases without the benefit of at least 30 days' prior written notice before the date of this Agreement, TASB may, within its sole discretion, either terminate this Agreement or provide the services described in this Agreement; (3) Subscriber's failure to timely renew its separate Policy Service Subscription Agreement (for school district subscribers only); (4) Subscriber's failure to timely renew its separate Policy Updating Services Agreement; (5) Subscriber's failure to fully and timely pay any undisputed amounts due for any additional "fee for services"; (6) Subscriber's failure to confirm a Policy Review Session date within 180 days of entering into this Agreement; (7) Subscriber's failure to address the summary or final policy recommendations within six months of receipt from Policy Service; or (8) TASB providing Subscriber 30 days' prior written notice of termination.

Either party may terminate this Agreement due to an event of default. An event of default is the failure by either party to comply with any material obligation under this Agreement and such noncompliance remains uncured for more than 30 days after receipt of written notice thereof.

In the event either party terminates this Agreement before the completion of services, Subscriber will reimburse TASB for all costs incurred up to the date of cancellation and will pay TASB's fee for consulting hours actually rendered.

- 5. Use of Subscriber Information:** Subscriber grants TASB a perpetual, nonexclusive, royalty-free license to copy, modify, and use any information and data obtained from Subscriber through this Agreement so that TASB may create analytical trend data (in anonymous form) and in order to improve the quality of TASB's services to its members, clients, and



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constituents, as well as to carry out TASB's legitimate business purposes, including the creation of statistical studies and compilations. Such studies and compilations may be shared with third parties, such as the Texas Education Agency, the Texas Legislature, and media. The license granted herein, however, shall not extend to Subscriber's information made confidential under law. Unless otherwise authorized in writing or required by law, TASB (1) will not disclose Subscriber's specific policies in a manner that identifies them as Subscriber's policies and (2) will not disclose any other Subscriber information in a manner that allows particular individuals to be associated with Subscriber's specific information. Notwithstanding the foregoing, Subscriber agrees that Subscriber's name may appear in a list of participating entities for reports containing analytical trend data.

6. Maintenance of Records: TASB shall not serve or act as custodian of records that are developed or obtained pursuant to this Agreement, within the meaning of the Texas Public Information Act or other law. As between Subscriber and TASB, Subscriber is and shall remain the custodian of records, including all policies developed under this Agreement.

7. Relationship: For purposes of this Agreement, Subscriber and TASB are independent contractors and not employees, agents, or representatives of one another, and nothing in this Agreement constitutes a partnership, agency, or joint venture between Subscriber and TASB. Notwithstanding the foregoing, Subscriber appoints TASB Policy Service as Subscriber's representative to consult with TASB Legal Services for legal advice on Subscriber's localized policy matters, and Subscriber appoints and consents to having TASB Legal Services provide such legal counsel for Subscriber.

8. DISCLAIMER: SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICE PROVIDED THROUGH THIS AGREEMENT IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TASB SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TASB MAKES NO WARRANTY THAT THE INFORMATION OR CONTENT PROVIDED IS ERROR-FREE OR FULLY CURRENT. TASB MAKES NO WARRANTY REGARDING THE INFORMATION, MATERIALS, GOODS, OR SERVICES OBTAINED THROUGH THE SERVICE, OR THAT ANY OF THESE DELIVERABLES WILL MEET SUBSCRIBER'S REQUIREMENTS OR ALL GOVERNMENTAL REQUIREMENTS.

9. LIMITATION OF LIABILITY: TASB'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAYABLE UNDER THIS AGREEMENT.

10. Current Revenue: Subscriber represents and agrees that all payments required under this Agreement will be made from revenues currently budgeted and available.

11. Amendments: TASB may amend this Agreement in writing, based on prior written notice, as set out herein. Unless the amendment expressly states otherwise, a written amendment will not require the signature of Subscriber or TASB. Subscriber's continued use of the service provided through this Agreement or payment of the required fee will constitute acceptance.

12. No Legal Advice: The service provided through this Agreement is intended to assist Subscriber with state and federal regulatory compliance and to help Subscriber understand the various laws that apply to Texas school districts or Education Service Centers, as appropriate for Subscriber. Nothing provided through this Agreement is intended to serve as an exhaustive compilation or explanation of the law, legal advice, or as a substitute for the advice of an attorney.

13. Accessibility: For the purposes of disabled users, Subscriber is solely responsible for website accessibility of documents created from the manipulation of TASB Policy Service materials.



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14. Governing Law: This Agreement is governed by Texas law.

15. Notices: Any notice required by this Agreement shall be addressed to the party's last address of record, as follows: (i) if to TASB, to the attention of the Director of TASB Policy Service; and (ii) if to Subscriber, to the attention of the chief executive officer or Subscriber's designee.

Wherefore, you are entering into this Agreement on behalf of the below-named Subscriber. Your signature represents that you have the authority to bind Subscriber to the Agreement as presented. Any interlineations or modifications by Subscriber to this Agreement will not be valid or enforceable unless TASB consents to the change in writing. A facsimile or imaged copy of a party's signature shall be valid as an original for all purposes.

District's name (Subscriber) _____

Authorized signature: _____

Printed name: _____

Title: _____

Date: _____

Subscriber: Please sign and return to TASB Policy Service; retain a copy for your records.

Gail Ayers, Assistant Director of Operations

Approved as to Form

Signed: Friday, February 28, 2021

Date Issued

TASB Policy Service
Attn: Gail Ayers, Assistant Director of Operations
P.O. Box 400, Austin, TX 78767
Policy.Service@tasb.org

Signed: Friday, February 28, 2021



Policy Service

P.O. Box 400, Austin, Texas 78767-0400 • 512.467.0222 • 800.580.7529
policy.service@tasb.org • policy.tasb.org

Payment Schedule
Policy Review Session

Policy Review Session base fee	\$3,800.00
Plus 41 estimated additional staff hours at the rate of \$150 per hour (if the actual additional staff hours exceed this estimate, any excess hours will be billed at the rate of \$150 per hour)	\$6150.00
Total estimate without travel expenses and review session materials	\$9950.00
Policy consultant's travel expenses to Subscriber's offices to conduct review session	Actual cost*
Review session materials	Actual cost

Policy changes resulting from the review session are NOT included in the fee stated in the Payment Schedule and will be billed separately as a Local District Update (LDU) under Subscriber's Policy Updating Services Agreement at current rates. The cost of the LDU will depend on the extent of policy changes necessary to bring the manual up to date. Rates quoted are valid for 90 days from TASB's issue date of this Agreement.

*All travel expenses will be charged in accordance with TASB's standard staff travel policy, which is available for review upon request.



Executive Search Services Agreement

This Executive Search Services Agreement (Agreement) is made by and between the Board of Trustees of the El Paso Independent School District (Board or District), El Paso County, Texas, and the Texas Association of School Boards, Inc. (TASB), a nonprofit Texas corporation with offices in Austin, Texas.

RECITALS

WHEREAS, at a duly held meeting of the Board, TASB was engaged as an independent consultant to assist the Board in a search for a new superintendent for the District; and

WHEREAS, TASB accepted this engagement;

NOW, THEREFORE, pursuant to the authority of Section 11.151 of the Texas Education Code, the general laws of the State of Texas, and District policy, the Board and TASB agree as follows:

I.

Performance by TASB. In exchange for the monetary consideration detailed in Section III below, TASB agrees to perform the tasks specified in Exhibit A attached hereto and in accordance with Texas Association of School Boards, Executive Search Services Supplier Response to District Superintendent Search Consultant Firms RFP #21-025 issued on February 26, 2021.

II.

Performance by the Board. The Board agrees to work with TASB in the search for the new superintendent for the District. The parties agree that the final decision for selection to the superintendent position is left solely to the Board. In light of this working relationship, the Board agrees to accept the following duties and responsibilities:

A. Promptly inform TASB about all matters relevant to the search, including without limitation matters which must be kept confidential.

B. Adhere to the Search Timeline established under and as provided for in Exhibit A.

C. Promptly determine and assist in arranging a schedule for interviews with candidates.

D. Maintain the confidentiality of the information provided by TASB, whether oral or written, and regardless of format (e.g., electronic or paper). If the Board is

required to disclose such information pursuant to state or federal law, the Board must notify TASB before disclosing the information so that TASB will have an opportunity to protect its interest. The obligation imposed under this paragraph shall survive the termination of this Agreement.

E. Each individual member of the Board will execute the Acknowledgment of Confidentiality ("Acknowledgment"), attached hereto as Exhibit B, and abide by the terms of the Acknowledgment.

III.

Payments. The District agrees to pay TASB a professional services fee in the amount of \$21,500 to provide the services outlined in Exhibit A and in accordance with Texas Association of School Boards, Executive Search Services Supplier Response to District Superintendent Search Consultant Firms RFP #21-025 issued on February 26, 2021. This fee is inclusive and covers all of TASB's related out-of-pocket expenses, except as provided herein. TASB will bill the District for the full amount owed under this Agreement within 10 business days after the date the Board votes to hire a candidate or within 10 business days after TASB has fulfilled its duties and responsibilities leading to the selection of a finalist as set forth in Exhibit A. If either party terminates this Agreement, TASB will bill the District the fee due in accordance with Section 5.A and payment is due within 30 days after the District's receipt of the bill, unless a longer period is required by law. Any taxes, FICA, or other deductions which the District is legally required to make from the pay of regular employees will not be withheld from TASB payment(s) since TASB is an independent contractor.

A. If the Board chooses to reimburse a candidate for travel or other expenses, the Board agrees that such expenses are not included in the fee payable to TASB under this Agreement. The District is responsible for paying any such expenses.

B. Should the Board elect to conduct a site visit to the school district of a candidate, the travel and lodging expenses will be paid by the District. In the event the Board requests TASB to accompany the Board representative(s) on a site visit and TASB consents, TASB will pay the expenses of the attending TASB search consultant if the site visit is within Texas.

IV.

Warranty. Should a superintendent hired pursuant to this Agreement leave the District within two years from the date of hire, for any reason other than a family emergency, TASB will perform a one-time search for travel and expenses associated with the new search. Expenses charged to the district will include all travel to and from district, cost of the search process, and staff and consultant time. This warranty does not apply if, with respect to the initial search, the Board does not follow the process set out in Exhibit A and in accordance with Texas Association of School Boards, Executive Search Services Supplier Response to District Superintendent Search Consultant Firms

RFP #21-025 issued on February 26, 2021. The search process will be modified should TASB reopen the search.

V.

Termination. This Agreement may be terminated by either party upon seven (7) days' prior written notice to the other party.

A. If this Agreement is terminated by either party, the District will pay TASB based on when the termination occurs relative to the key performance events as set out below. (The District will pay the amount due within 30 days of receipt of TASB's bill, unless a longer period is required by law.)

Performance Event	Amount due TASB
1. After Agreement Execution	20% of fee
2. After Planning Session	30% of fee
3. After Community Profile Session	40% of fee
4. After Profile Report for Board	50% of fee
5. After Review of Application Session	75% of fee
6. After Preparation for Follow Up Interviews	100% of fee

The District understands and agrees that damages from an early termination are difficult to ascertain because TASB expends considerable time and effort in preparing for and delivering on all aspects of the performance required by this Agreement. Therefore, the amount due TASB under this provision constitutes liquidated damages and not a penalty.

B. In addition to the foregoing, this Agreement is subject to cancellation due to acts of God, riots, strikes, labor difficulties, acts of public authorities, or any other similar condition beyond the control of either party.

VI.

Controlling Law/Venue. This Agreement will be interpreted under, and controlled by, the laws of the State of Texas. Venue shall lie in El Paso County, Texas.

VII.

Ownership of Records. TASB is an independent contractor. All records, gathered from persons or entities, other than the District, for purposes of this Agreement, are the sole property of TASB. The Board will not have access to TASB files, correspondence, or other records, including those developed for this search, unless permitted by TASB (it being agreed that permission will not be unreasonably withheld) or as required by law.

VIII.

News/Media. TASB will cooperate with the District as the District coordinates the release of names and biographical information on candidates, in accordance with applicable law.

IX.

Limitation of Liability. To the extent permitted by applicable law, TASB's liability under this Agreement is limited to the fees paid by the District to TASB under this Agreement.

X.

Attorney's Fees. The parties agree that, in the event of a lawsuit relating to this Agreement, the prevailing party is entitled to recover its reasonable and necessary attorney's fees.

XI.

Entire Agreement. This Agreement constitutes the entire agreement between the Board and TASB and supersedes all prior written or oral understandings and agreements. This Agreement may not be modified unless the parties execute a written amendment. If there is a conflict between this Agreement and the District's "General Terms and Conditions of the Contract," this Agreement shall prevail.

The undersigned represent and warrant that they are duly authorized to sign this Agreement in the capacity stated and have full authority to enter into this Agreement on behalf of and bind their respective entities to its terms and conditions. This Agreement becomes effective the date as of which it is executed by both parties.

BOARD OF TRUSTEES OF EL PASO INDEPENDENT SCHOOL DISTRICT

BY: 
President, Board of Trustees

Date: 4/8/2021

ATTEST:


Secretary, Board of Trustees

Date: 4/8/21

Approved as to Form

Signed: Tuesday, April 6, 2021



TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

BY: Butch Felkner
Butch Felkner, Director
Executive Search Services

Date: 4/12/2021

Exhibit A: Duties and Responsibilities

The following duties and responsibilities supplement those referenced in the main Agreement.

- A. TASB will perform these tasks in consultation with District's Board or representatives:
1. Make public announcements of superintendent vacancy.
 2. Develop a search time line ("Search Timeline"), which may be modified upon the agreement of TASB and the Board.
 3. Assist Board in drafting notices of all public meetings.
 4. Conduct focus group/community involvement sessions which may include the following:
 - a) Board members
 - b) Teachers
 - c) Students
 - d) Central office administrators
 - e) Principals and assistant principals
 - f) Paraprofessionals and auxiliary personnel
 - g) PTA and PTO members
 - h) Business, professional, and civic leaders
 - i) Former board members
 - j) Special interest groups
 - k) Media
 5. Assist in reviewing focus group/community input and using it to create desired leadership qualifications and characteristics of new superintendent.
 6. Develop qualifications and characteristics announcement.
 7. Solicit qualified candidates, as determined by qualifications and characteristics.
 8. Screen all applications for completeness.
 9. Screen all candidates for minimum qualifications specified by Board.
 10. Provide applications and supporting materials for Board's review.
 11. Assist Board with the process of evaluating candidates and selecting those to be interviewed.
 12. Review interview procedures and meeting agenda for initial interviews.
 13. Assist Board in preparing questions for interviewing candidates.
 14. Contact candidates and set up schedule for initial interviews.
 15. Review questions and procedures for follow-up interviews.
 16. Assist in developing procedures for follow-up interviews.
 17. Arrange for candidates (and spouses, if requested) to attend follow-up interviews.

 18. Assist Board in developing a draft salary and benefit package for new superintendent.
 19. Assist in arranging for Board's subcommittee to visit the home district of the candidate of interest, if applicable.

20. Assist Board's subcommittee in reporting to full Board on visit to the home district of the candidate of interest, if applicable.
21. Assist Board in the process for naming finalist(s).
22. Assist Board in announcing selection of lone finalist(s) to media.
23. Assist Board in the process for hiring new superintendent.
24. Confirm results of Board's vote to hire new superintendent.
25. Assist Board in announcing selection of new superintendent to media.
26. Award continuing education credit for Board members' training in interview process.

B. The Board will be responsible for the following:

1. Obtaining criminal history search that the Board is legally required, or desires, to conduct on a candidate. TASB will advise each candidate that the Board may procure a criminal history search on candidates the Board interviews, and that any employment offer made by District will be conditioned upon the candidate's successful clearance of a criminal history check. Additionally, TASB will ask each candidate the Board plans to interview to self-report any criminal conviction history, and the candidate will be encouraged to include information that will help the Board conduct an individualized assessment of any such history under EEOC guidelines (e.g., evaluate the nature and gravity of the offense, the time elapsed since the offense, and similar factors).
2. Accepting and adhering to the Search Timeline.

C. This section applies if the search cannot proceed in accordance with the Search Timeline because of a change to the Timeline that has not been agreed to by TASB and the Board as provided for in Section A.2 of this Exhibit. If and as soon as (but no later than 10 days after) a party has reason to believe that the party will or may not be able to adhere to the Search Timeline, the party will provide the non-delaying party written notice of the delay. If the delay is not cured within 45 days of receipt, or within 45 days of the delay if no notice is given, the non-delaying party may terminate this Agreement in accordance with Section V and TASB shall be paid in accordance with Section III of this Agreement. Alternatively, the search may be suspended or further delayed for a period and upon such terms as TASB and the District agree in writing.

D. A credit or financial history on a candidate is outside the scope of this Agreement.



Exhibit B: Acknowledgment of Confidentiality

El Paso Independent School District

This document should be signed by each member of the Board of Trustees and any other person who will have access to confidential information.

We understand and agree that, subject to Texas law, the information provided by the Texas Association of School Boards, Inc. (TASB) through Executive Search Services is confidential and I am obligated to protect the confidentiality of the information, whether oral or written, and regardless of the format (e.g., electronic or paper). I will ensure that the information is kept out of view from those who are not authorized to see the information, and I will only use the information in an appropriate manner as authorized by the District's agreement with TASB or as authorized by law.

4/7/2021
Date

Signature

Bob Geske
Printed Name

Signature

Al Velarde
Printed Name

Signature

Diane Dye
Printed Name

Signature

Josh Acevedo
Printed Name

Signature

Daniel Call
Printed Name

Signature

Freddy Khlayel-Avalos
Printed Name

Signature

Charles Taylor
Printed Name

Signature

Printed Name

Signature

Printed Name

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

HR Services • Service Agreement for Pay Systems Maintenance

EI Paso ISD (“Client”)

Proposal: October 19, 2021 • Expiration: November 5, 2021

1. Scope of Work

TASB provides pay system maintenance service to Clients for whom we have provided pay systems services within the past year. Pay systems maintenance projects are more limited than a pay systems review and are focused on maintaining the system previously designed by TASB.

TASB services/deliverables will include:

1. Set up pay file modeling templates using a snapshot of current employee data;
2. Analyze competitive pay position of benchmark jobs in the local job market;
3. Adjust pay structures to maintain competitive position;
4. Develop implementation models with cost estimates for pay increases and limited adjustments;
5. Review a preliminary draft of findings and recommendations with Client leaders;
6. Document and present a final report of findings and recommendations; and
7. Provide final employee data file with board-adopted general pay increase.

2. Cost

\$13,250 consulting fee inclusive of travel expenses. TASB will invoice the Client upon completion of services.

3. Schedule

February 2022 will be targeted for delivery of a draft report, after beginning in November 2021. To meet this delivery schedule, TASB must receive approval of this agreement before the expiration date below and must receive the electronic pay data requested from the Client within the timeframe specified in the data request.



HRServices

4. Cancellation of Agreement

In the event either party terminates this Agreement before the completion of services, the Client will reimburse TASB for all costs incurred up to the date of cancellation and will pay TASB's fee for consulting hours actually rendered at TASB's then current hourly rate.

5. Term of Agreement

This Agreement is effective upon the Client's delivery (by mail or facsimile) of an executed counterpart of this Agreement to TASB and either party may rely upon a facsimile or photocopy of the Agreement for all purposes.

6. Limitation of Liability

TASB's liability under this Agreement is limited to the fees paid by the Client to TASB under this Agreement. The parties agree that, in the event of a lawsuit between the parties relating to this Agreement, the prevailing party is entitled to recover reasonable and necessary attorney's fees.

Texas Association of School Boards, Inc.

Amy Campbell

Amy Campbell
Director, HR Services

Approved on its Face:

Signed: Thursday, October 21, 2021

Spencer L. Allison

Signed: Thursday, October 21, 2021

Client

[Handwritten Signature]

Signature of Authorized Official

2207873

Purchase Order Number

11-3-2021

Date Approved



HRServices

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

HR Services • Service Agreement for Pay Systems Maintenance

El Paso ISD (“Client”)

Proposal: December 13, 2022 • Expiration: January 27, 2023

1. Scope of Work

TASB provides pay system maintenance service to Clients for whom we have provided pay systems services within the past year. Pay systems maintenance projects are more limited than a pay systems review and are focused on maintaining the system previously designed by TASB.

TASB services/deliverables will include:

1. Set up pay file modeling templates using a snapshot of current employee data;
2. Analyze competitive pay position of benchmark jobs in the local job market;
3. Adjust pay structures to maintain competitive position;
4. Develop implementation models with cost estimates for pay increases and limited adjustments;
5. Review a preliminary draft of findings and recommendations with Client leaders;
6. Document and present a final report of findings and recommendations; and
7. Provide final employee data file with board-adopted general pay increase.

2. Cost

\$14,000 consulting fee inclusive of travel expenses. TASB will invoice the Client upon completion of services.

3. Schedule

The end of **April 2023** will be targeted for delivery of a draft report, after beginning in January 2023. To meet this delivery schedule, TASB must receive approval of this agreement before the expiration date and must receive the electronic pay data requested from the Client within the timeframe specified in the data request.



HR Services

4. Cancellation of Agreement

In the event either party terminates this Agreement before the completion of services, the Client will reimburse TASB for all costs incurred up to the date of cancellation and will pay TASB's fee for consulting hours actually rendered at TASB's then current hourly rate.

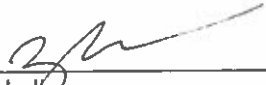
5. Term of Agreement

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6. Limitation of Liability

TASB's liability under this Agreement is limited to the fees paid by the Client to TASB under this Agreement. The parties agree that, in the event of a lawsuit between the parties relating to this Agreement, the prevailing party is entitled to recover reasonable and necessary attorney's fees.

Texas Association of School Boards, Inc.



Amy Campbell
Director, HR Services

Approved on its Face

Signed: Thursday, January 12, 2023



Signed: Thursday, January 12, 2023

Client



Signature of Authorized Official

PO 2310777

Purchase Order Number

01/24/2023

Date Approved



HR Services

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

HR Services • Service Agreement for Extra-Duty Stipend Review

El Paso ISD ("Client")

Proposal: December 13, 2022 • Expiration: January 27, 2023

1. Scope of Work

TASB will conduct a review of pay for extracurricular duty assignments and recommend a plan to improve competitive alignment. The scope of the review will include pay for UIL athletic, fine arts, and academic assignments.

TASB services/deliverables will include:

1. Set up pay file modeling templates using a snapshot of current employee data;
2. Analyze competitive pay position in the local job market;
3. Recommend a stipend schedule for extracurricular duty assignments;
4. Recommend individual stipend pay adjustments to improve competitive alignment and control costs;
5. Develop an implementation plan with cost estimates;
6. Review a preliminary draft of findings and recommendations with Client leaders; and
7. Document and present a final report of findings and recommendations; and
8. Provide final employee data file with board-approved stipend schedule.

2. Cost

\$11,000 consulting fee plus reimbursement of travel expenses. TASB will invoice the Client upon completion of services.

3. Schedule

The end of **April 2023** will be targeted for delivery of a draft report, after beginning in February 2023. To meet this delivery schedule, TASB must receive approval of this agreement before the expiration date and must receive the electronic pay data requested from the Client within the timeframe specified in the data request.



HR Services

4. Cancellation of Agreement

In the event either party terminates this Agreement before the completion of services, the Client will reimburse TASB for all costs incurred up to the date of cancellation and will pay TASB's fee for consulting hours actually rendered at TASB's then current hourly rate.

5. Term of Agreement

This Agreement is effective upon the Client's delivery (by mail or facsimile) of an executed counterpart of this Agreement to TASB and either party may rely upon a facsimile or photocopy of the Agreement for all purposes.

6. Limitation of Liability

TASB's liability under this Agreement is limited to the fees paid by the Client to TASB under this Agreement. The parties agree that, in the event of a lawsuit between the parties relating to this Agreement, the prevailing party is entitled to recover reasonable and necessary attorney's fees.

Texas Association of School Boards, Inc.



Amy Campbell
Director, HR Services

Approved as to Form

Signed: Thursday, January 12, 2023



Signed: Thursday, January 12, 2023

Client



Signature of Authorized Official

Purchase Order Number

Date Approved



HR Services

P.O. Box 400 Austin, TX 78767-0400 Fax 512.467.3508 Phone 800.580.7782

Version 8/18/2021