



PURCHASING ACKNOWLEDGEMENT and ROUTING FORM

For use with Agreements of \$10,000 or greater
Under \$10,000, use Form P1- C

Buyer: Vanda Jackson DocuSigned by: *Vanda Jackson* 11/30/2018

Reviewer: _____

Purchase Order Number

[Empty box for Purchase Order Number]

To be completed by Purchasing upon approval

Originator

Name: Vanda Jackson

Phone: [Redacted]

E-mail: [Redacted]

Date Originated: Nov 13, 2018

Board File # 7.19-092718

NA

Requisition # _____

Department: Early Learning

FUND	FUNC	OBJ	SUB	ORG	PIC

Contractor Name:	Maya Consulting, LLC
Address:	2017 McBee Street
City, State, Zip:	Austin, Texas 78723
Contact:	Karen Weissinger
Phone #:	[Redacted]
E-mail Address:	[Redacted]
Vendor ID#:	[Redacted]

DESCRIPTION OF GOODS TO BE RENDERED
(Be Specific)

TEA-School Transformation Planning Consulting Services - Maya Consulting, LLC

Contract Amount (Not to Exceed): \$75,000.00

ACKNOWLEDGEMENT SIGNATURES

Candace Yarbough
Director

DocuSigned by:
Candace Yarbough
Signature

11/30/2018
Date

Derek Little
Asst. Superintendent

DocuSigned by:
Derek G. Little
Signature

12/3/2018
Date

For *Ed Wooten*
Executive Director

Ed Wooten
Signature

12/3/18
Date

ATTACHMENT ONE ASSIGNMENT OF WORK TO VENDOR AGREEMENT FORM

NOTE: All goods and services require the issuance of a valid purchase order PRIOR to the commencement of the delivery of the goods and/or start of services.

1. This Assignment of Work between

Vendor Name

("Vendor") and the Dallas Independent School District ("District" or "Owner") is effective the day last executed by the authorized signator for the District.

2. The Vendor and the Owner agree to this Assignment of Work pursuant to the Master Service Agreement dated ("the Contract" or "Agreement") as follows:

Date of Master Agreement

3. The Project(s). (Include RFP# and Board Doc #)

Proposed Personnel to be Assigned to Matter:

Invoice Requirements

Total Basic Services Fee for this assignment of work =

Submit accurate and descriptive invoices of services provided to the Accounts Payable e-mail: AcctPayable@dallasisd.org

4. All other provisions of the Master Agreement shall remain in full force and effect. Terms as used herein are as defined in the Master Agreement. The attached Schedule for Performance of Services is agreed to be an essential part of this Assignment of Work.

Neither the execution of this Assignment of Work by the District nor any other conduct of any representative of the District relating to the Master Agreement shall be considered a waiver of governmental immunities available to the District.

Execution of Agreement; Counterparts; Electronic Signatures.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile, pdf or other electronic means shall be deemed to be their original signatures for all purposes.

FOR THE VENDOR:

By:

Vendor Representative Signature

Dated

FOR THE DISTRICT:

By:



Authorized Representative Signature

Dated

APPROVED AS TO FORM

By:

Dallas ISD Legal Counsel

Dated



SERVICE AGREEMENT

FOR

TEA - School Transformation Planning Consulting Services

WITH

Maya Consulting LLC

AWARDED BY BOARD DOCUMENT NO. 7.19-092718 APPROVED UNDER RFP/RFB NO. NA AT September 27, 2018 BOARD MEETING
AGENDA ITEM NO. 7.19



SERVICE AGREEMENT

The Agreement between Dallas Independent School District ("Owner" or "District" or "Dallas ISD"), a local political subdivision of the state of Texas and Maya Consulting LLC is made and entered into as of the date of last execution by the District authorized signator (the "Effective Date").

RECITALS

Whereas, District desires to retain a person or firm to provide the following services:

School Transformation Fund Planning Consulting Services

Whereas, Vendor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by the District, the parties agree to the following:

1. Scope of Work and Time for Performance.

- a. The scope of the work ("Work"), is set forth in Exhibit A and the time for performance is set forth in Exhibit B attached hereto. Exhibit A and Exhibit B are incorporated in this Agreement and made a part hereof for all purposes.
b. Upon execution of this Agreement, all services previously performed by Vendor on behalf of District and included in the description of the Work, shall become a part of the Work and shall be subject to the terms and conditions hereof.
c. Vendor shall obtain all approvals and make payment for any and all permits that are necessary for the performance of the Work.
d. District shall provide Vendor with a program of its requirements for the Work or for work by others which utilize Vendor's Work Product ("Program"). The Program may be a series of documents or other communications. Vendor shall, at all times, conform its Work to the requirements of the Program and to the requirements of District.

2. Term.

Term of Agreement: The Agreement is effective as of the Effective Date set forth above and terminates on October 23, 2018. The Agreement may be renewed for up to an additional zero one year term(s), provided that the District has not given Vendor written notice of the District's intention to not renew no later than thirty (30) days prior to the expiration of the then current term and provided further that at the time the Vendor is not in default and the Agreement has not been terminated.

3. Vendor's Duties and Representations.

- a. Notwithstanding anything to the contrary contained in this Agreement, District and Vendor agree and acknowledge that District is entering into this Agreement in reliance on Vendor's special and unique abilities with respect to performing the Work, and Vendor's special and unique abilities with respect to:

School Transformation Planning Consulting Services

The Vendor accepts the relationship of trust and confidence established between it and the District by this Agreement. Vendor covenants with District to use its best efforts, skill, judgment, and abilities to perform the Work and to further the interests of District in accordance with District's requirements and procedures, in accordance with the highest standards of Vendor's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Vendor warrants, represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Work.

- b. Vendor warrants, and agrees that the Work will be accurate and free from any material errors. The Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval of the Work by the District nor shall the Vendor be released from any liability by reason of such approval by the District, it being understood that the District at all times is ultimately relying upon the Vendor's skill and knowledge in performing the Work.
 - c. The Vendor represents, and agrees that all persons connected with the Vendor directly in charge of the Work are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.
 - d. The Vendor agrees to furnish efficient business administration and perform the Work in the most expeditious and economical manner consistent with the interests of District.
 - e. Vendor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Vendor has been duly authorized to act for and bind Vendor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Vendor has been duly authorized to act for and bind Vendor.
 - f. Neither the execution and delivery of this Agreement by Vendor nor the performance of its obligation hereunder will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Vendor is bound, or any agreement by which Vendor is bound or to the best of the Vendor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Vendor.
 - g. Except for the obligation of District to pay Vendor certain fees and expenses pursuant to the terms of this Agreement, District shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of District to Vendor for payment pursuant to this agreement, no present or future partner or affiliate of District or any agent, officer, director, employee, or trustee of the District, or anyone claiming under District has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Agreement.
4. The Agreement Sum.
- a. The District shall pay Vendor in current funds for the performance of the Work as set forth in Exhibit C.
 - b. The Agreement Sum includes any applicable Federal, State or Local Sales or use tax payable on this transaction.
5. Payment Terms.
- a. Absent any provision to the contrary, District shall not be obligated to make any payment (whether a Progress Payment or Final Payment) to Vendor hereunder if any one or more of the following conditions precedent exist:
 - (1) Vendor is in breach or default under this Agreement;
 - (2) Any part of such payment is attributable to Work which is not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Work which is performed in accordance with this Agreement;
 - (3) Vendor has failed to make payments promptly to its sub-vendors or sub-contractors or other third parties used in connection with the Work for which District has made payment to Vendor; or
 - (4) If District, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Work in accordance with this Agreement, no additional payments will be due to Vendor hereunder unless and until Vendor, at its sole cost, performs a sufficient portion of the Work so that such portion of the compensation then remaining unpaid is determined by District to be sufficient to so complete the Work.

- b. No partial payment made hereunder shall be construed to be final acceptance or approval of that part of the Work to which such partial payment relates nor shall it relieve Vendor of any of its obligations hereunder with respect thereto.
- c. Vendor shall promptly pay all bills for labor and/or material performed and furnished by others in connection with the performance of the Work.
- d. Vendor shall maintain on a current basis complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, income and expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Agreement. In addition, Vendor shall maintain detailed payroll record including all subsistence, travel and field expenses, canceled checks and receipts and invoices for all items. These documents and records shall be retained for at least ten (10) years from the completion of this Agreement. Vendor will permit District to audit all books, accounts or record relating to this Agreement or all books, accounts or record of any business entities controlled by Vendor that participated in this Agreement in any way. Any audit may be conducted on Vendor's premises or, at District's option; another location. Vendor shall provide all books and records within fifteen (15) days upon receipt of written notice from District. Vendor shall refund any monies erroneously paid to the Vendor or charged to the District. If District ascertains that it has been billed erroneously by Vendor for an amount equaling 5% or more of the Agreement amount, Vendor shall be liable for the costs of the audit in addition to any other penalty to be imposed.
- e. The acceptance of Final Payment shall constitute a waiver of all claims by the Vendor except those previously made in writing and identified by the Vendor as unsettled at the time of the Final Request for payment.
- f. District shall have the right to verify the details set forth in Vendor's billings, certificates, and statements, either before or after payment therefor, by (1) inspecting the books and records of Vendor at mutually convenient times; (2) examining any reports with respect to this Project; (3) interviewing Vendor's business employees; (4) visiting any place where performance of all or a portion of the work occurs; and (5) other reasonable action.
- g. In the event a federal grant or other federal financing participates in the funding of this agreement, the Vendor shall permit access to and grant any federal representatives the right to examine his books covering his work under this Agreement. The Vendor shall comply with federal requirements as they relate to this work.
- h. For purposes of Texas Government Code §§ 2251.021(a)(1) and 2251.021(a)(2), the date the performance of service is completed, and the date goods are received, is the date when the District's representative approves the invoice.
- i. District shall not prepay for any Work until it is completed.

NOTE: All goods and services require the issuance of a valid purchase order PRIOR to the commencement of the delivery of the goods and/or start of services.

6. Ownership and Use of Documents.

- a. All documents and materials particular to the Work prepared by Vendor or Vendor's subcontractors ("Work Material"), are the property of the District and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- b. Except for such Work Material which is intended to be made public as part of the Project, Vendor shall treat all such Work Material as confidential, and Vendor shall neither use any such Work Material or copies thereof on other work nor disclose such material or information to any other party without District's prior written approval.

7. Default and Termination.

- a. In the event of substantial failure by a party hereunder to perform in accordance with the terms herein, the other party may terminate this Agreement upon fifteen (15) days' written notice of termination setting forth the nature of the failure, provided that said failure is through no fault of the terminating party. The termination shall not be effective if the failure is fully cured prior to the end of the fifteen (15) day period.

- b. District may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to the Vendor. Upon termination pursuant to this paragraph, the Vendor shall be entitled to payment of such amount as shall compensate Vendor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided the Vendor shall have delivered to District such statements, accounts, reports and other materials as required by clause (d) below, and provided that Vendor shall have delivered to District all reports, documents and other materials prepared by Vendor prior to termination. District shall not be required to reimburse Vendor for any services performed or expenses incurred after the date of the termination notice.
- c. As of the date of termination of this Agreement, Vendor shall furnish to District all statements, accounts, reports, and other materials as are required hereunder or as have been prepared by Vendor in connection with its responsibilities hereunder. District shall have the right to use the ideas and designs therein contained for the completion of the work hereunder or otherwise. In the event of termination of this Agreement or upon completion of the work hereunder, the District may, at all times, retain the originals of all such materials. All such materials are the property of the District. They are not to be used by any person other than the District on other projects unless expressly authorized by the District.
- d. If Vendor fails to cure any default hereunder within fifteen (15) days after receiving written notice of such default, District shall be entitled, but shall not be obligated, to cure any such default and shall have the right to offset against all amounts due to Vendor hereunder, any and all reasonable expenses incurred in connection with such curative actions.

8. Indemnification.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE VENDOR SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, VENDORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES, THE ARCHITECTS, ENGINEERS, AND THE PROGRAM MANAGERS (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE VENDOR, ANY SUBCONTRACTOR, SUB-VENDOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "THE LIABILITIES"). IN THE EVENT OR FAILURE BY THE VENDOR TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, EACH OF THE INDEMNIFIED PARTIES MAY, AT ITS OPTION, AND WITHOUT RELIEVING VENDOR OF ITS OBLIGATIONS HEREUNDER, MAY SO PERFORM, BUT ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY VENDOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES, OR ANY OF THEM SHALL BEAR INTEREST UNTIL REIMBURSED BY VENDOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS. THIS INDEMNIFICATION PARAGRAPH SHALL NOT BE LIMITED TO DAMAGES COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

VENDOR SHALL PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY VENDOR, OR BY DISTRICT AT THE DIRECTION OF VENDOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, DISTRICT SHALL PROMPTLY NOTIFY VENDOR AND VENDOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. VENDOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF DISTRICT'S OR ARCHITECT'S OR ENGINEER'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, DISTRICT AGREES TO COOPERATE REASONABLY WITH VENDOR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of these indemnification obligations, such legal limitations are made part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and so modified, the indemnification obligations shall continue in full force and effect.

It is understood and agreed that this Article is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. Sec 130.001 to 130.005, as amended.

The indemnities contained herein shall survive the termination of this Agreement for any reason whatsoever.

9. Independent Vendor.

Vendor recognizes that it is engaged as an independent vendor and acknowledges that District will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Vendor, in accordance with its status as an independent vendor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of District, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of District, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Vendor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

10. Insurance.

- a. Vendor, consistent with its status as an independent vendor, shall carry at least the following insurance in such form, in such companies and in such amounts, unless otherwise specified, as District may require. Such insurance is listed in Exhibit D. All insurance must carry a waiver of subrogation and other requirements as listed in Exhibit D.
- b. The Vendor shall carry such professional liability and errors and omissions insurance, covering the services provided under this Agreement, as is acceptable to and approved by the District. The fees for such insurance will be at the expense of the Vendor.
- c. Vendor shall deliver to District:
 - (1) Certificates evidencing the existence of all such insurance within ten calendar days after the execution of the agreement and prior to the performance or additional performance of any services to be performed by Vendor hereunder from or after the date of this Agreement. Should the Vendor fail to deliver to the District these certificates in the form and in the manner specified within the required ten calendar days or as may be extended in writing by the District at its sole discretion; it is agreed that the Agreement is void and of no effect.
 - (2) Replacement certificates not less than thirty (30) days prior to the expiration of any such insurance. If, however, Vendor fails to pay any of the renewal premiums for the expiring policies, District shall have the right to make such payments and set-off the amount thereof against the next payment coming due to Vendor under this Agreement; and
 - (3) Such Certificates shall name District as an Additional Insured, with the exception of Workers' Compensation, Employer's Liability, and Professional Liability, and shall provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to District, giving the District the right to pay the premium to maintain coverage, in which event Paragraph 10.d. (2) shall apply.
- d. The insurance policies required in this Agreement shall be kept in force for the periods specified below:
 - (1) Commercial General Liability Insurance shall be kept in force until receipt of final payment by the Vendor;
 - (2) Workers' Compensation Insurance shall be kept in force until the Vendor's Services have been fully performed and accepted by District in writing.
- e. Agreements below \$50,000 have no specific insurance requirements unless otherwise required by Risk Management with the exception of a vendor providing some type of medical service.

11. Miscellaneous.

- a. Assignment. This Agreement is a personal service contract for the services of Vendor, and Vendor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party, unless consented to in writing by District (which consent may be withheld in District's sole and absolute discretion). The benefits and burdens of this Agreement are, however, assignable by District. The Vendor shall not subcontract any portion of the work required by this Agreement without prior written approval of the District except for any subcontract work identified herein.
- b. Compliance with Applicable Laws and District Policies. The Vendor shall comply with any and all federal, state and local laws, and District policies affecting the services covered by this Agreement. Such laws may include, but are not limited to the following: a) Family Educational Rights and Privacy Act (FERPA); b) Protection of Pupil Rights Amendment (PPRA); and/or Health Insurance Portability and Accountability Act of 1996 (HIPPA). District policies may be obtained at www.dallasisd.org under Board of Trustees/ District Policies.
- c. Texas Public Information Act (TPIA). Vendor acknowledges that the Dallas ISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, Dallas ISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:
 - 1. by Dallas ISD; [or]
 - 2. for Dallas ISD and Dallas ISD
 - a. owns the information; [or]
 - b. has a right of access to the information; or
 - c. spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
 - 3. by an individual officer or employee of Dallas ISD in the officer's or employee's official capacity and the information pertains to official business of the Dallas ISD.

Vendor is expected to fully cooperate with the Dallas ISD in responding to public information requests. This includes, but is not limited to, providing the Dallas ISD with requested documentation. In the event that the request involves documentation that Vendor has clearly marked as confidential and/or proprietary, Dallas ISD will provide Vendor with the required notices under the TPIA. Vendor acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

- d. STUDENT CONFIDENTIALITY. Vendor acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). Vendor is receiving student information in compliance with the requirements and exceptions outlined in FERPA. Vendor acknowledges that it must comply with said law and regulations and safeguard student information. Vendor may not re-disclose the information to a third party without prior written consent from the parent or eligible student. Vendor must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement. If the Vendor will receive data from the District, Vendor will be required to sign the District's Data Sharing Agreement, which shall be included as an attachment to this agreement.

- i. Vendor will be provided with the following information:

NA

- ii. When the information is actually given to the vendor, the following statement should be included on the cover page:

This document contains personal information from a student's education records. It is protected by the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g) and may not be re-released without prior written consent of the parent or eligible student.

- e. Suspension of the Work for the Convenience of the District. District may, without cause, order the Vendor in writing to suspend, delay or interrupt the Work in whole or in part for such time period as District may determine. Vendor shall be compensated for all services actually performed prior to receipt of written notice from District of such suspension, delay or interruption, together with any reimbursable expenses then due. If the Work is resumed after being suspended, delayed or interrupted for more than three months, the Vendor's compensation may be equitably adjusted if, in the District's reasonable opinion, such adjustment is warranted. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Vendor is responsible.
- f. Family Code Child Support Certification. By signing this Agreement, the undersigned certifies as follows: "Pursuant to Section 231.006 of the Texas Family Code, the Vendor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant, loan, or payment." The Vendor hereby acknowledges that this statement is true, correct and accurate. This Agreement may be terminated and payment may be withheld if this statement is inaccurate.
- g. Certain Bids and Contracts Prohibited. By signing this Agreement, the undersigned certifies as follows: "Under Section 2155.004, Texas Government Code, the Vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
- h. Loss of Funding and Commitment of Current Revenue. Termination of the Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. District shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without District incurring any liability to Vendor as result of such termination, including early termination charges. If District terminates this Agreement pursuant to this paragraph, Vendor will have the right to collect and retain payment for services rendered to District through termination date but shall not be entitled to any early termination charges.
- i. Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Vendor and District and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a written amendment signed by District and Vendor.
- j. Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- k. Governing Law and Venue. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Dallas County, Texas.
- l. Waivers. No delay or omission by either of the parties in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.
- m. Proprietary Interests. With the exception of prior copyrighted or trademarked materials of the Vendor, Vendor agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, whether or not any of the same is accepted or rejected by District, shall remain the property of District and shall not be used or published by Vendor or any other party without the express prior consent of District. In implementation of the foregoing, Vendor hereby grants and assigns to District all rights and claims of whatever nature and whether now or hereafter arising in and to any and all of such reports, studies, plans, models, drawings, specifications, and other information or data and shall cooperate fully with District in any steps District may take to obtain copyrights, trademark or like protections with respect thereto. All information owned, possessed or used by District which is communicated to, learned, developed or otherwise acquired by Vendor in the performance of consulting services for District, which is not generally known to the public, shall be confidential and Vendor shall not, beginning on the date of first association or communication between District and Vendor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Vendor's own benefit or the benefit of another, any such confidential information, unless required by law.

Except when defined as part of the Work, Vendor shall not make any press releases, public statements, or advertisement referring to the Work or the engagement of Vendor as an independent vendor of District in connection with the Work, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of District. Vendor shall obtain assurances similar to those contained in this subparagraph from persons, vendors, and subcontractors retained by Vendor. Vendor acknowledges and agrees that a breach by Vendor of the provisions hereof will cause District irreparable injury and damage. Vendor, therefore, expressly agrees that District shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

- n. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- o. **Appointment.** District hereby expressly reserves the right from time to time to designate by notice to Vendor a representative to act partially or wholly for District in connection with the performance of District's obligations hereunder. Vendor shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.
- p. **Records.** Records of Vendor's costs, reimbursable expenses pertaining to the Project and payments shall be made available to District or its authorized representative during business hours and shall be retained for ten (10) years after final Payment or abandonment of the Project, unless District otherwise instructs Vendor in writing.
- q. **Notices.** All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

(1) If to District:

Name Ed Wooten, Procurement Services

 Dallas Independent School District

Address 9400 North Central Expressway

City Dallas State TX Zip Code 75231

With Copies to:

Name _____
 Dallas Independent School District

Address _____

City _____ State _____ Zip Code _____

(2) If to Vendor:

Name Karen Weissenger

Company Name MAYA CONSULTING LLC

Address 2017 MCBEE STREET

City AUSTIN State TX Zip Code 78723

(3) or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

- r. **Severability.** In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.
- s. **Enforcement.** It is acknowledged and agreed that Vendor's services to District are unique, which gives Vendor a peculiar value to District and for the loss of which District cannot be reasonably or adequately compensated in damages; accordingly, Vendor acknowledges and agrees that a breach by Vendor of the provisions hereof will cause District irreparable injury and damage. Vendor, therefore, expressly agrees that District shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if District is not in breach of this Agreement.
- t. **Nondiscriminatory Employment.** In connection with the execution of this Agreement, the Vendor shall fully comply with the District's non-discrimination requirement cited below.

"The Dallas Independent School District (District), as an equal opportunity educational provider and employer, does not discriminate on the basis of race, color, religion, sex, national origin, disability, sexual orientation and/or age in educational programs or activities that it operates or in employment decisions. The District is required by Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Age Discrimination Act of 1975, as amended, as well as Board policy not to discriminate in such a manner. (Not all prohibited bases apply to all programs.)"

Submittal to District of reasonable evidence of discrimination will be grounds for termination of the Agreement. This policy does not require the employment of unqualified persons.

Sexual harassment of employees or students of the District by Vendor's employees or agents is strictly forbidden. Any employee or agent of the Vendor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Vendor, including dismissal.

- u. **District Representative.** The District may designate a District Representative for this Project who shall assume certain activities and responsibilities attributed to the District in this Agreement. The Vendor agrees to cooperate and provide services in conjunction with the District Representative, as directed by the District.
- v. **Conflict of Interest.** No employee of District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
- w. **Business Ethics:**
 - (1) During the course of pursuing contracts, and the course of Agreement performance, Vendor and its subcontractors and vendors will maintain business ethics standard aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of the District, its trustees, officers, agents, or Vendors of the District, or to any of their family members. At any time Vendor believes there may have been a violation of this obligation, Vendor shall notify the District of the possible violation. The District is entitled to request a representation letter from Vendor, its subcontractors or vendors at any time to disclose all things of value passing from Vendor, its subcontractors or vendors to District's personnel, its trustees, officers, agents, or Vendors.
 - (2) The District may, by written notice to the Vendor, cancel the Agreement without liability to the Vendor if it is deemed by the District that gratuities, in the form of entertainment, gifts, or anything of monetary value, were offered or given by the Vendor, or any agent, or representative of the Vendor, to any officer or employee or agent of the District with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the performing of such a contract. In the event the Agreement is cancelled by the District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.
- x. **Subcontractor Contracts.** The Vendor shall contract with each of its subcontractors, at a minimum, with the same contractual provisions and responsibilities as indicated in this Agreement.
- y. **Debarment.** In accordance with the provisions of Appendix A to 49 CFR (Code of Federal Regulations), Part 29, Vendor by signing this Agreement shall certify that to the best of the Vendor's knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency, including the Universal Service Administration Company (USAC) for administration of the E-rate Rules;
2. have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (a)(2) above; and
4. have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

12. Assignment of Work.

An Assignment of Work to the Agreement is attached as Exhibit G and shall be used to document any additions or change in the sum or any material change in scope of Work. The description of Work to be performed, budget (if applicable), schedule, amount, and other details shall be provided in a completed Assignment of Work, which on execution by the Vendor and District shall modify the Agreement.

13. Sales Tax Exemption.

- a. The Vendor shall be held to have studied all tax laws for the State of Texas, the County of Dallas, Texas, and the City of Dallas or other municipality having jurisdiction, and shall pay all taxes for which the Vendor may be held liable as a consumer or user of goods, or otherwise without addition to the Agreement price. The Vendor shall pay all sales, consumer, use and other similar taxes required by law.
- b. The District is an exempt organization as defined by the Limited Sales and Excise Use Tax Act of Texas. The Vendor may provide an exemption certificate in lieu of sales tax on the purchase, rental, or lease of all materials, supplies, equipment used or consumed and other tangible personal property incorporated into the property being improved by virtue of this Agreement, as well as all materials, supplies, equipment, another tangible personal property used or consumed by the Vendor in performing this Agreement with the District. The Vendor may issue exemption certificate(s) to its suppliers in lieu of said sales tax for all of said materials and supplies. The uses of said materials and supplies for which an exemption from the said sales tax is claimed and any exemption certificate(s) shall comply with the applicable rulings of the State Comptroller.

Title to all items purchased under a resale certificate shall vest in the District at the time of initial possession by the Vendor and shall only be used in performance of this Agreement. Vendor shall cause such items to promptly be marked, labeled, or otherwise physically labeled as District's property. Vendor shall cause items purchased under a resale certificate to send the receiving ticket to the District to be added to inventory before use by the Vendor. Any tangible personal property purchased under a resale certificate as described above and not fully used up in the performance of the Agreement shall remain with the District

14. Felony Conviction Notice, Criminal Background Check and Identification Badge.

- a. **Felony Conviction Notice:** Vendor shall certify compliance with Texas Education Code 22.0834 and Education Commissioner's rules regarding criminal history record review for all employees, applicants for employment, agents or subcontractors of the Vendor. Additionally, Vendor must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate this Agreement pursuant to Article 7 if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.
- b. **Criminal Background Check and Identification Badge:** Vendor will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Vendor if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Vendor shall certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Vendor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral

turpilude, as defined by Texas law, from District property or other location where students are regularly present. District shall be the final decider of what constitutes a "location where students are regularly present." The Vendor's employees, agents and subcontractors subject to Article 14 shall be identified by a photographic identification badge, issues by a District approved third party company at the Vendor's expense. The third party company shall verify the criminal record history information, and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education General Administrative Regulations, current edition, in its testing and review process. Vendors's violation of this section shall constitute a substantial failure under Article 7.

- c. If the Vendor is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

15. M/WBE Plan.

- a. Vendor, if subcontracting portions of the work, agrees to allocate work to subcontractors or subcontractors which are historically under utilized businesses in accordance with the Minority and Women Owned Business Enterprise (M/WBE) forms and guidelines ("M/WBE Plan") attached hereto as Exhibit E. No changes to the M/WBE Plan may be made unless approved in writing by the District. The Vendor, prior to the execution of this Agreement, shall report their M/WBE participation goal as a percent of the Agreement Sum. During the performance of all Work under this Agreement, the Vendor and its agents shall comply with all M/WBE policies of the District. The information shall be identified per firm, discipline and participation. While this Agreement is in effect and until the expiration of one year after final completion, the District may require information from the Vendor, and may conduct audits, to assure that the Plan is being, and was, followed. With each Vendor's application for payment, the Vendor shall report their updated M/WBE Plan and actual M/WBE participation information.

Should Vendor propose the deletion of an M/WBE classified/certified subcontractor from its employ, the Vendor shall substitute a subcontractor of like classification/certification, and if Vendor is unable to substitute a subcontractor of like classification, Vendor shall provide District with documentation of its best efforts to acquire the services of an M/WBE replacement firm.

16. Agreement.

- a. The Agreement between the Parties consists of this Agreement, Exhibit A Services And Personnel To Be Provided By Vendor, Exhibit B Schedule, Exhibit C Payment For Services, Exhibit D Insurance Requirement, Exhibit E M/WBE Plan, Exhibit F Conflict of Interest Questionnaire, and Exhibit G Assignment of Work, In addition, a Purchase Order (including the reverse side), and if utilized in obtaining the services herein described, procurement documents, shall become a part of this Agreement (collectively, the "Agreement Documents").
- b. This Agreement supersedes all prior agreements, written or oral, between Vendor and District and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by District and Vendor.
- c. In the event of conflict, the following order of precedence shall be followed.
 - Approved Modifications to the Agreement, i.e. written Amendments and Assignments of Work
 - Agreement and Exhibits
 - Procurement Documents
 - Authorized Transaction documentation
 - Purchase Order

17. Claims and Disputes.

- a. Pre-Litigation Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement (collectively, "Claim" or "Claims") shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties shall share the mediator's fee and any filing fees equally, and the mediation shall be held in Dallas, Texas. Agreements reached in mediation must be approved by the Board of Trustees and shall thereafter be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation shall be conducted by a mediator selected jointly by the District and Vendor. Except for injunctive relief, neither party may commence litigation relating to any Claim arising under this Agreement without first submitting the Claim to mediation.

- b. Claims for Consequential Damages. The Vendor and District waive Claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 7. Nothing contained in this Subparagraph 17 shall be deemed to preclude an assessment of liquidated damages, in accordance with the requirements of the Agreement Documents.
- c. Texas Tort Claims Act. Owner does not waive any of its immunities from lawsuit or damages, or both, as provided by the Texas law, as a public institution, whether granted by constitution, common law or statute and nothing contained in the Agreement Documents or any action required of the Owner by the Agreement Documents shall be interpreted to be such a waiver.

NEITHER THIS AGREEMENT, NOR ANY PART THEREOF, NOR ANY DISPUTE ARISING HEREUNDER, IS SUBJECT TO ARBITRATION.

18. Vendor Conduct

- a. Sexual harassment of employees of the Vendor or employees or students of Owner by employees of the Vendor is strictly forbidden. Any employee of the Vendor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Vendor, including dismissal.
- b. The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its subcontractors. It is understood and agreed that the relationship of Vendor to Owner shall be that of an independent vendor/contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Vendor the agent, servant or employee of the Owner, or (2) to create any partnership, joint venture, or other association between Owner and Vendor. Any direction or instruction by Owner or any of its authorized representatives in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Vendor's independent vendor/contractor status described herein.
- c. Vendor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Vendor's employees, subcontractors, and all other persons carrying out the Agreement. Vendor shall require all workers, whether Vendor's own forces or the forces of Vendor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and teachers, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and staff. All areas of campus shall be off limits to Vendor's forces, unless their work assignment specifies otherwise. Vendor shall also require adequate and appropriate dress and identification of Vendor's employees, subcontractors, and all other persons carrying out the Work. The Vendor shall further ensure that no on-site fraternization shall occur between personnel under the Vendor's and subcontractors direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate termination of the employment of the offending employee from all construction on any of Owner' property and immediate removal from the site. Repeated termination of Vendor's or Vendor's subcontractor's forces, or one serious infraction, can result in the immediate termination of this Agreement by Owner.

19. Communications With The District:

19.1 VENDOR CONTACT WITH DALLAS ISD BOARD MEMBERS AND EMPLOYEES:

Dallas ISD Board Policies CHE (LOCAL) and CAA (REGULATION) forbid vendors from contacting Board members and Employees individually at any time during the procurement process or during the performance of any contract. Below are excerpts of Board Policy CHE (LOCAL), for General Procurement process and CAA (REGULATION) for Technology Purchases eligible for E-Rate funding, which detail this restriction:

CAA (REGULATION):

"Contracts with vendors participating in the District's E-Rate Program will include the following provisions:"

"The vendor will refrain from contacting individual members of the Board regarding any aspect of the vendor's E-Rate business, whether current or anticipated. Communications with the Board, if required, will be in writing addressed to all members of the Board."

The vendor will comply with all state and local laws and District policies regarding conflicts of interest and gifts of things of value, including the FCC's rules and requirements regarding "fair and open competition." The vendor will complete all affidavits and questionnaires required by the District relating to conflicts of interest and gifts in a complete and truthful manner. 4. A vendor that violates any of these provisions may have a pending bid or proposal rejected, be excluded or barred from receiving future contracts and/or have an existing contract canceled. CAA (REGULATION) - Page 4 of 16

Dallas ISD Board Policy CAA (REGULATION) may be viewed in its entirety from the Dallas ISD website.

CHE (LOCAL):

"Persons conducting commercial business with the District shall refrain from contacting individual members of the Board regarding any aspect of the business. Communications with the Board regarding any aspect of the business shall be in writing and addressed to all Board members." CHE (LOCAL) - Page 1 of 4

"Any person or entity in violation of this policy may have a pending bid or proposal rejected, be barred from receiving future contracts, and/or have an existing contract canceled." - CHE (LOCAL) - Page 2 of 4

"Conducting business" shall include participation in a pending procurement, the negotiation of any contract, the performance of any contract, the selling of any product, and the performance of any services." CHE (LOCAL) - Page 2 of 4

Dallas ISD Board Policy CHE (LOCAL) may be viewed in its entirety from the Dallas ISD website.

19.2 VENDOR PROHIBITION FROM USE OF FORMER DALLAS ISD EMPLOYEES:

Dallas ISD Board Policies CHE (LOCAL) and DBD (LOCAL) prohibits Offerers from using of former Dallas ISD employees to work on, or have any involvement, in District related business performed by the Offeror. There is a two year prohibition for the Superintendents of Schools, Chiefs, Executive Directors, and Directors or equivalents and 18 months for all other former employees. Below are excerpts from Board Policies CHE (LOCAL) and DBD (LOCAL), which detail these restrictions:

CHE (LOCAL):

"The District vendors, Vendors, and vendors shall not employ any employee or former employee for 18 months after the termination of such employee's employment relationship with the District unless the former employee will not provide services to the District, or work on, or have any involvement, in District-related business of the vendor." - CHE (LOCAL) - Page 4 of 4

Dallas ISD Board Policy CHE (LOCAL) may be viewed in its entirety from the Dallas ISD website. DBD (LOCAL):

"Former employees, including the Superintendent of Schools, Chiefs, Executive Directors, and Directors or equivalents thereto shall not make any communication to or appearance before a current committee, Superintendent, principal, or employee of the District before the two-year anniversary of the date the former employee ceased to be the Superintendent of Schools, a Chief, an Executive Director or a Director if the communication is made:

19.2.1 With the intent to influence; or

19.2.2 On behalf of any person in connection with any matter on which the former Superintendent of Schools, Chiefs, Executive Directors and/or Directors, seeks action by the District. [See CHE(LOCAL) and CH(LOCAL)]

A person who has been employed as a full-time employee of the District may not perform services for the District for compensation as a vendor or consultant or on behalf of a vendor or consultant for 18 months after the termination of the person's employment relationship with the District. This restriction does not apply to former employees who are hired as classroom teachers, campus based professional employees, or campus principals." - DBD (LOCAL) - Page 3 of 5

Dallas ISD Board Policy DBD (LOCAL) may be viewed in its entirety from the Dallas ISD website.

Neither the execution of this Agreement by the District nor any other conduct of any representative of the District relating to the Agreement shall be considered a waiver of governmental immunities available to the District.

IN WITNESS WHEREOF, the parties hereunto have executed the Agreement on the date first written.

Execution of Agreement; Counterparts; Electronic Signatures.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile, pdf or other electronic means shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereunto have executed the Agreement on the date first written.

Vendor:

District:

Maya Consulting LLC

Vendor Company Name

Dallas Independent School District

9400 North Central Expressway

Dallas, Texas 75231

2017 MCBEE STREET

Vendor Address

AUSTIN, TX 78723

Vendor City, State, Zip

FOR THE VENDOR:

FOR THE DISTRICT:

Karen Weissinger

Print Name of Person Signing for Vendor

Donald G. Lusk

Print Name of Representative

Karen Weissinger

Donald G. Lusk

District Representative Signature

Vendor Representative Signature

Staff Consultant

Assistant Superintendent, Early Learning

Title of District Representative

Title of Vendor's Representative

10/24/2018

12/10/2018

Date of District Signature

Date of Vendor Signature

Approved as to form.

Stephanie R. McBrown 12/10/18
Dallas ISD Legal Counsel

**EXHIBIT A
SERVICES AND PERSONNEL TO BE PROVIDED
BY VENDOR**

Include:
Detailed Explanation of all services and deliverables
Names of Personnel and Resumes
Proof of Criminal Background Checks for Personnel providing services
Or Reference Assignment of Work

SEE ATTACHED



Statement of Work: MAYA Consulting - School Transformation Fund Planning Grant

The School Transformation Fund (STF): Aims to increase the number of students in great schools by providing customized support to districts committed to transforming and sustaining improvements in low-performing schools and creating better options for students. Six Texas School Districts were awarded a \$300K TEA 2018-2019 School Transformation Fund Planning Grant, and one Texas School District was awarded a one million dollar School Transformation Fund Implementation Grant to help support the creation of an 1882 Partnership. **MAYA Consulting**, a team of experienced educators based in Austin, TX, has been selected by the TEA as the STF matched Technical Assistance Provider for Districts and their Early Childhood partners to support in the creation of the Pre-K Partnership Agreement and Financial Model, to secure additional TEA funding for the partnership, and to provide any additional services requested to support the successful implementation of an 1882 Partnership.

Scope of Work:

Weekly Conference Calls	\$10,000
Creation of Pre-K Partnership Agreement (MAYA partners with Thompson & Horton, LLP)	\$15,000
Creation of Financial Model (MAYA partners with Afton Partners)	\$10,000
School Action Fund and Innovation Startup Grant Writing Support	\$10,000
On-Demand and In-Person (as needed) Support	\$30,000
Total	\$75,000

Detailed Description of each Service:

Weekly Conference Calls	MAYA will facilitate 1-hour weekly conference calls with the district, early childhood partner, and possibly TEA or other consulting partners. During the weekly conference calls, agenda items such as the status of the Pre-K Partnership Agreement or the Financial Model may be discussed. MAYA creates the weekly agenda, takes notes during the call, and follows up with next steps.
Creation of Partnership Agreement	MAYA has partnered with Thompson & Horton, LLP to draft an MOU template for the districts and early childhood partners. MAYA uses the weekly conference call time to review the MOU and allow both entities the opportunity to ask questions and discuss the terms of the agreement.
Creation of Financial Model	MAYA has partnered with Afton Partners to draft a financial model for both the district and early childhood partner. This model will provide both entities guidance about the most financially sustainable solutions to negotiate shared and contracted services, such as janitorial and food services. The model will allow development of one-year and multi-year budgets for both partners.
Grant Writing Support	MAYA has developed application templates to support the district's progress and a timeline to ensure the district completes the grants on time.
On-Demand Support	MAYA will provide additional support to each partnership in response to individual requests, such as creating a local communications rollout plan, developing school leader profiles, training about board governance, assistance in scaling, and improving curriculum program quality.

Approval: We have read and certify the Statement of Work, and approve it as adequate in scope and accuracy.

For MAYA Consulting

For ISD

Karen Weisinger

Karen Weisinger, MAYA Consulting

Date: September 28th, 2018

Date: __, 2018

**PROCUREMENT SERVICES DEPARTMENT
COMMITMENT TO ATTAIN CRIMINAL BACKGROUND CHECK AND IDENTIFICATION BADGES**

RFP# Board Doc 7.19-092718 -

TEA - School Transformation Planning Consulting Services

- a. Criminal Background Check and Identification Badge: Offeror will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Offeror if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Offeror shall certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Offeror shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present. District shall be the final decider of what constitutes a "location where students are regularly present." The Offeror's employees, agents, and subcontractors subject to Article 15 shall be identified by a photographic identification badge, issued by a District approved third party company at the Offeror's expense. The third party company shall verify the criminal record history information, and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. Offeror's violation of this section shall constitute a substantial failure under Article 8 Termination.
- b. If the Offeror is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.
- c. Pursuant to Dallas ISD's Board Policy CH (LOCAL) Purchasing and Acquisition:

All contracts must comply with the requirements for criminal background checks. All vendors must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate any resulting agreement if the District determines that the person or business entity failed to provide notice as required by this paragraph or misrepresented the conduct resulting in the conviction.

If the above requirement is required for completion of the service contract required to do business with the Dallas ISD. If you have any questions concerning these requirements, please contact the Buyer addressed in this procurement document, Procurement Services Department at (972) 925-4100.

Signature Kan Wassinger

Date 10/25/18

**EXHIBIT B
SCHEDULE**

Include:

**Specific time deadlines for each phase of work, if appropriate, and for the work as a whole
Detailed milestones and schedules of when deliverables are to be submitted and received
Any other details relating to when services are performed
Or Reference Assignment of Work**

SEE ATTACHED

Goals	Goal Progress Measures	Tangible Tasks	Start Date	End Date	Implementation Progress	Notes
To launch an 1882 Pre-K Partnership by fall of 2019 with unanimous board approval.	ISD approves Pre-K Partnership Agreement with unanimous support by 11/30/18.	Board of Directors approves 1882 Pre-K Partnership Agreement	12/17/2018	12/31/2018	Not Started	
To launch an 1882 Pre-K Partnership by fall of 2019 with unanimous board approval.	ISD submits Pre-K Partnership Application to TEA by 1/31/19.	Conference Calls to prepare submission of Pre-K Partnership Application	12/17/2018	01/31/2019	Not Started	
To launch an 1882 Pre-K Partnership by fall of 2019 with unanimous board approval.	ISD submits Pre-K Partnership Application to TEA by 1/31/19.	Final Draft of 1882 Pre-K Partnership Application completed and submitted to TEA	12/17/2018	01/31/2019	Not Started	
Long-Term Goal: To scale ECE either by increasing enrollment or adding additional sites by 2020	ISD secures additional funding for launch and scaling by 1/31/19.	Conference Calls to develop scaling strategy and discuss grant applications	12/17/2018	01/31/2019	Not Started	
Long-Term Goal: To scale ECE either by increasing enrollment or adding additional sites by 2020	ISD secures additional funding for launch and scaling by 1/31/19.	Submit Implementation Grant Application for Approval by TEA	2/1/2019	02/01/2019	Not Started	
Long-Term Goal: To scale ECE either by increasing enrollment or adding additional sites by 2020	ISD secures additional funding for launch and scaling by 1/31/19.	Submit Application for Charter Startup Grant	2/1/2019	02/01/2019	Not Started	
Long-Term Goal: To scale ECE either by increasing enrollment or adding additional sites by 2020	ISD secures additional funding for launch and scaling by 1/31/19.	Submit Application for Charter Replication Fund (if applicable)	2/1/2019	02/01/2019	Not Started	
Larger Goal for District: To have Pre-K students feed into Priority of Focus school(s) to improve student outcomes of school(s). Larger Goal for State: To decrease the overall district and state number of D and F campuses and increase the amount of A and B campuses by 2021 to reduce by half	50% of students recruited by 2/28/19	Develop recruitment strategy for students	12/17/2018	3/1/2019	Not Started	
Larger Goal for District: To have Pre-K students feed into Priority of Focus school(s) to improve student outcomes of school(s). Larger Goal for State: To decrease the overall district and state number of D and F campuses and increase the amount of A and B campuses by 2021 to reduce by half	100% of students recruited by 4/30/19.	Recruit students targeted from priority school neighborhoods	12/17/2018	04/30/2019	Not Started	
Larger Goal for District: To have Pre-K students feed into Priority of Focus school(s) to improve student outcomes of school(s). Larger Goal for State: To decrease the overall district and state number of D and F campuses and increase the amount of A and B campuses by 2021 to reduce by half	90% of students enrolled by enrollment day	Enroll students	4/1/2019	04/30/2019	Not Started	
Larger Goal for District: To have Pre-K students feed into Priority of Focus school(s) to improve student outcomes of school(s). Larger Goal for State: To decrease the overall district and state number of D and F campuses and increase the amount of A and B campuses by 2021 to reduce by half	70% of enrolled families attend family onboarding event by 7/31/19.	Onboard families	04/30/2019	7/31/2019	Not Started	
Larger Goal for District: To have Pre-K students feed into Priority of Focus school(s) to improve student outcomes of school(s). Larger Goal for State: To decrease the overall district and state number of D and F campuses and increase the amount of A and B campuses by 2021 to reduce by half	Capital improvement costs estimated in financial model by 11/30/18.	Complete upgrades (if needed)	3/1/2019	7/31/2019	Not Started	
Larger Goal for District: To have Pre-K students feed into Priority of Focus school(s) to improve student outcomes of school(s). Larger Goal for State: To decrease the overall district and state number of D and F campuses and increase the amount of A and B campuses by 2021 to reduce by half	Partner uses state mandated pre-k compliance regulation checklist to prepare for audit by 7/31/19.	Partner undergoes Pre-K compliance audit	4/5/2019	7/31/2019	Not Started	

<p>Larger Goal for District: To have Pre-K students feed into Priority of Focus school(s) to improve student outcomes of school(s). Larger Goal for State: To decrease the overall district and state number of D and F campuses and increase the amount of A and B campuses by 2021 to reduce by half</p>	<p>50% of staff hired by 4/30/2019</p>	<p>Develop recruitment strategy for staff</p>	<p>12/17/2018</p>	<p>3/1/2019</p>	<p>Not Started</p>
<p>Larger Goal for District: To have Pre-K students feed into Priority of Focus school(s) to improve student outcomes of school(s). Larger Goal for State: To decrease the overall district and state number of D and F campuses and increase the amount of A and B campuses by 2021 to reduce by half</p>	<p>75% of staff hired by 6/30/2019</p>	<p>Renew contracts of X amount of returning teachers/administrators</p>	<p>12/17/2018</p>	<p>5/31/2018</p>	<p>Not Started</p>
<p>Larger Goal for District: To have Pre-K students feed into Priority of Focus school(s) to improve student outcomes of school(s). Larger Goal for State: To decrease the overall district and state number of D and F campuses and increase the amount of A and B campuses by 2021 to reduce by half</p>	<p>100% of staff hired by 7/31/2019</p>	<p>Conduct interview process for staff</p>	<p>1/7/2019</p>	<p>7/31/2019</p>	<p>Not Started</p>
<p>Larger Goal for District: To have Pre-K students feed into Priority of Focus school(s) to improve student outcomes of school(s). Larger Goal for State: To decrease the overall district and state number of D and F campuses and increase the amount of A and B campuses by 2021 to reduce by half</p>	<p>100% of staff attend staff development training prior to first day of school</p>	<p>Onboard staff</p>	<p>6/3/2019</p>	<p>8/15/2019</p>	<p>Not Started</p>
<p>Larger Goal for District: To have Pre-K students feed into Priority of Focus school(s) to improve student outcomes of school(s). Larger Goal for State: To decrease the overall district and state number of D and F campuses and increase the amount of A and B campuses by 2021 to reduce by half</p>	<p>70% of families attend community engagement event by first day of school</p>	<p>Hold Community engagement event to introduce staff to families</p>	<p>7/1/2019</p>	<p>8/31/2019</p>	<p>Not Started</p>

EXHIBIT C
PAYMENT FOR SERVICES

Fee: Not to Exceed 75,000.00

Daily or Hourly Rate: NA

Maximum Days or Hours Required: NA

Compensation:

\$75,000.00	seventy-five thousand and zero dollars
Dollar Amount in Numbers	Dollar Amount in Words

Travel Expenses:

\$0	Zero
Dollar Amount in Numbers	Dollar Amount in Words

Agreement Sum: (Compensation + Travel Expenses)

\$75,000.00	seventy-five thousand and zero dollars
Dollar Amount in Numbers	Dollar Amount in Words

Reimbursables; Not In Agreement Sum, approved in advance in writing by Owner. Not to Exceed:

\$0	Zero
Dollar Amount in Numbers	Dollar Amount in Words

Travel Expenses:

Travel expenses that are reimbursable, if negotiated as part of the Agreement, are limited to those types, rates, and amounts permitted for District employees per Board Policy DEE(R) - Regulation or its successor policy, which will be provided upon request. Reimbursable travel is subject to approval and verification by the District. All Travel Expenses shall be itemized and invoiced separately to the District with supporting paperwork and receipts. Excess or non-eligible travel costs are not reimbursable and will be incurred by the Vendor as an overhead expense from any daily or hourly rate. Any and all travel expenses paid to the Vendor shall be included in the total payment to Vendor, unless otherwise specified.

To receive payment, Vendor shall send invoices to District, specifying the days, hours and nature of the tasks covered by the invoices, such invoices are not to exceed in the aggregate the Maximum Sum.

The Vendor may be paid in monthly installment during the term of the Agreement, if approved by the District in advance. All invoices must show actual days or hours worked, per the terms herein. The Maximum Sum represents the maximum "not to exceed" cost to the District as shown above. Non-worked days or hours shall not be invoiced.

The District shall pay all undisputed invoices within thirty (30) days of receipt. The District's preferred method of payment will be thru Electronic Funds Transfer (EFT) or E-payables.

Statement of Work: MAYA Consulting - School Transformation Fund Planning Grant

The School Transformation Fund (STF): Aims to increase the number of students in great schools by providing customized support to districts committed to transforming and sustaining improvements in low-performing schools and creating better options for students. Six Texas School Districts were awarded a \$300K TEA 2018-2019 School Transformation Fund Planning Grant, and one Texas School District was awarded a one million dollar School Transformation Fund Implementation Grant to help support the creation of an 1882 Partnership. **MAYA Consulting**, a team of experienced educators based in Austin, TX, has been selected by the TEA as the STF matched Technical Assistance Provider for Districts and their Early Childhood partners to support in the creation of the Pre-K Partnership Agreement and Financial Model, to secure additional TEA funding for the partnership, and to provide any additional services requested to support the successful implementation of an 1882 Partnership.

Scope of Work:

Weekly Conference Calls	\$10,000
Creation of Pre-K Partnership Agreement (MAYA partners with Thompson & Horton, LLP)	\$15,000
Creation of Financial Model (MAYA partners with Afton Partners)	\$10,000
School Action Fund and Innovation Startup Grant Writing Support	\$10,000
On-Demand and In-Person (as needed) Support	\$30,000
Total	\$75,000

Detailed Description of each Service:

Weekly Conference Calls	MAYA will facilitate 1-hour weekly conference calls with the district, early childhood partner, and possibly TEA or other consulting partners. During the weekly conference calls, agenda items such as the status of the Pre-K Partnership Agreement or the Financial Model may be discussed. MAYA creates the weekly agenda, takes notes during the call, and follows up with next steps.
Creation of Partnership Agreement	MAYA has partnered with Thompson & Horton, LLP to draft an MOU template for the districts and early childhood partners. MAYA uses the weekly conference call time to review the MOU and allow both entities the opportunity to ask questions and discuss the terms of the agreement.
Creation of Financial Model	MAYA has partnered with Afton Partners to draft a financial model for both the district and early childhood partner. This model will provide both entities guidance about the most financially sustainable solutions to negotiate shared and contracted services, such as janitorial and food services. The model will allow development of one-year and multi-year budgets for both partners.
Grant Writing Support	MAYA has developed application templates to support the district's progress and a timeline to ensure the district completes the grants on time.
On-Demand Support	MAYA will provide additional support to each partnership in response to individual requests, such as creating a local communications rollout plan, developing school leader profiles, training about board governance, assistance in scaling, and improving curriculum program quality.

Approval: We have read and certify the Statement of Work, and approve it as adequate in scope and accuracy.

For MAYA Consulting

For ISD

Karen Weissinger

Karen Weissinger, MAYA Consulting

Date: September 28th, 2018

Date: __, 2018

EXHIBIT D
INSURANCE REQUIREMENTS

Insurance requirements for contracts/agreements are based on the following guidelines:

- Contracts/agreements under \$50,000 do not require proof of insurance, unless the services are within the categories listed below.
- All contracts/agreements over \$150,000 require proof of insurance.
- Proof of insurance is required for the following contracts/agreements regardless of the contract amount:
 - Vendor is providing legal services, medical services, including, but not limited to, psychological services, counseling services, and occupational therapy and/or is providing a service that requires a professional license. If the contract amount is under \$150,000, only professional liability insurance is required.
 - All construction and maintenance contracts/agreements require proof of insurance. This applies to all aspects of building work including, but not limited to, ducts, electrical, HVAC, plumbing, roofing, asbestos abatement, elevator maintenance, architectural, engineering, and the like.
 - All contracts/agreements for student internships and transportation services require proof of insurance.
- Contracts/agreements for bounce house rentals or dunking booths are not permitted.

Procurement Services will request certificates of insurance from vendors who are required to provide certificates of insurance based on the guidelines above and will submit the certificates to Risk Management. Risk Management will review the certificates of insurance to ensure that the certificates of insurance meet District insurance requirements.

Vendors will not be allowed to begin work until the certificates of insurance submitted to Risk Management have been approved. If a department would like to request that the insurance requirements be waived for a vendor, a properly executed request to waive insurance requirements form signed by a director or above may be submitted to Risk Management for review and recommendation. Risk Management will submit the request to the District's Chief Financial Officer for a decision.

All certificates of insurance submitted to Risk Management must have a current issue date when submitted for review (issued within the last 30 days). If a vendor has multiple contracts/agreements within a 12-month period, the certificate of insurance submitted for the initial contract/agreement or master contract/agreement will be valid for a 12-month period or until insurance renewal, whichever comes first.

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The following are insurance requirements for different categories of services:

Businesses providing accounting services, recreational services, student-support services, technology services, legislative consulting services, communication services, professional development services, curriculum and instructional services, insurance services, temporary services, food services, concession services, security services, moving services, architectural services, legal services, engineering services, real estate services, and other services determined by Risk Management:

Workers' Compensation	Statutory limits
Employer's Liability	\$500,000 per accident / \$500,000 per employee / \$500,000 policy limit
General Liability	
Bodily injury and property damage	\$1,000,000 per occurrence / \$2,000,000 aggregate
Business Automobile Liability: for Owned, Scheduled, Non-Owned, or Hired Automobiles	
Bodily injury	\$250,000 per person / \$500,000 per accident
Property damage	\$250,000
*Professional Errors and Omissions	\$1,000,000 per occurrence
(*Required if licensed professional)	
Umbrella Policy	\$1,000,000 per occurrence / \$1,000,000 aggregate

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REQUIRED RISK MANAGEMENT REVIEW DOCUMENT

Review of Insurance Requirements for Agreements

SEE ATTACHED

COMMITMENT TO PROVIDE INSURANCE

RFP# Board Doc 7.19-092718 -

TEA - School Transformation Planning Consulting Services

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten days of notification of award.

If the above ten (10) day requirement is not met, the Dallas ISD Procurement Services Department has the right to reject this bid and award the contract to the next lowest bidder meeting specifications. If you have any questions concerning these requirements, please contact the Buyer addressed in this procurement document, Procurement Services Department at (972) 925-4100.

Signature



Date

10/25/18

**EXHIBIT E
M/WBE PLAN**

**Include:
Final signed forms after the review page
Initial forms submitted with Bid may be utilized**

SEE ATTACHED



M/WBE Evaluation Coversheet

Title:

TEA - School Transformation Planning Consulting Services - Maya Consulting, LLC

School/Department:

Early Learning

Vendor / Contractor	City	State	Certification (If Applicable)		M/WBE Contact		Compliant			COMMENTS
			Type	Entity/Vendor	Position	Phone	YES	NO	N/A	
1 Maya Consulting, LLC	Austin	TX			Karen Weisinger	512-422-0157	X			NTE: \$75,000.00 Subcontract Opportunity

Approved by: *Kare Weisinger*

Date: 11-30-18

**EXHIBIT E
M/WBE PLAN**

The M/WBE Department has reviewed the participation indicated in this Agreement, and will monitor the participation per District policy.

FOR THE M/WBE DEPARTMENT

Trace Adams

Date 11-30-18

Vendor/Contractor: Maya Consulting, LLC

Title: TEA - School Transformation Planning Consulting Services - Maya Consulting, LLC

Not To Exceed: \$75,000.00

Certification: View

Certification List

Vendor Information

Business Name	Thompson & Horton LLP
VendorID	20089477
Primary Owner's Name	Phillip Fraissinet/ Janet Horton
Company Type	LLP
Ethnic Group	Hispanic
Gender	Male

Certification Information

Certifying Agency	City of Houston
Certification Type	MBE - Minority Business Enterprise
Effective Date	1/27/2016
Renewal Date	12/31/2018

✓ 1/18 11/30/18

Contact Information

Main Company Email	[REDACTED]
Main Phone	[REDACTED]
Main Fax	713-583-9390
Main Company Website	http://www.thompsonhorton.com

Addresses

Physical Address	Phoenix Tower, Suite 2000 3200 Southwest Freeway Houston, TX 77027
Mailing Address	Phoenix Tower, Suite 2000 3200 Southwest Freeway Houston, TX 77027

Business Capabilities

Business certified for	Legal Services, Attorney Services
Full Description of Capabilities/Products	Legal Services, Attorney Services
Commodity Codes	NAICS 541110 Attorneys' private practices (More)

Owner Ethnicity and Gender

Ethnic Group	Hispanic
Gender	Male
DBE Ethnic Group	Hispanic
State Ethnic Group	Hispanic

Location

County	Harris (TX)
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Additional Information

Category	Legal, Financial & Insurance & Real Estate Services
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**EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE**

**Include:
Final signed form**

SEE ATTACHED

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

MAYA Consulting

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Kate Wasson
Signature of vendor doing business with the governmental entity

11/5/18
Date

EXHIBIT G
ASSIGNMENT OF WORK(S) / OR CSSA(S)