



## **CONTRACT FOR SERVICES FOR KIPP Texas, Inc.**

This Contract for Services for KIPP Texas, Inc. ("Contract") is made and entered into on this 1 day of September, 2022, by and between KIPP Texas, Inc. ("KIPP"), headquartered at 10711 KIPP Way, Houston, Texas 77099, and MAYA Consulting ("Service Provider"), located at PO Box 66547 Austin, TX 78766, for Service Provider to provide services to KIPP, in accordance with the terms and conditions specified herein.

### **RECITALS**

**WHEREAS**, KIPP is an open-enrollment charter school in the State of Texas, established to promote education in various counties across the state;

**WHEREAS**, Both KIPP and Service Provider desire to set forth in writing the terms and conditions of their agreement for the Service Provider to provide certain services to KIPP;

**WHEREAS**, KIPP has determined that such services are in support of its educational objectives;

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained in this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

**I. PURPOSE:**

KIPP agrees to retain Service Provider and Service Provider agrees to provide services to KIPP as an independent contractor and to perform the duties and provide all necessary labor and resources needed to provide the services set forth in Section II – Scope of Work. Service Provider shall also perform such other related services and duties as are customarily performed by a Service Provider in a similar position.

**II. SCOPE OF WORK:**

Exhibit A includes a detailed Scope of Work that sets out the services (hereinafter "Services") Service Provider agrees to provide, as needed and authorized in writing by KIPP.

**III. TERM OF CONTRACT:**

This Contract is for services beginning September 1, 2022 and ending January 31, 2023 ("Term"), unless terminated as provided herein. All extensions of this Contract shall be subject to the terms and conditions specified herein. This Contract may be extended by mutual written consent of the parties, contingent upon approval of KIPP's Board of Directors, as may be required.

**IV. TERMINATION:**

The parties may mutually agree in writing to terminate this Contract for any reason, with or without cause, effective immediately as of the date agreed. In the event of such early termination, KIPP will make payment only for services rendered and accepted by KIPP through the effective date of the Contract's termination. KIPP will be responsible for payment for only those Services that have been accepted by KIPP up to the termination date. KIPP is entitled to a pro-rata refund for any Services for which KIPP has paid but which have not yet been provided by the Service Provider or accepted by KIPP. Upon breach of this Contract by KIPP, Service Provider may terminate this Contract by giving thirty (30) days' advance written notice to KIPP, with KIPP having the right to cure the



breach within such notice period. KIPP may, by written notice, immediately terminate this Contract if Service Provider has defaulted in whole or in part (including but not limited to failure to provide the Services in a satisfactory and proper manner, in the sole discretion of KIPP), refuses or fails to comply with the provisions of this Contract, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the Services within the same time period specified or any written extension thereof. In such event, KIPP may obtain comparable services elsewhere and either deduct the costs of obtaining such services from any amount owed Service Provider or Service Provider shall reimburse KIPP for such costs incurred by KIPP. KIPP may further terminate this Contract for any reason, with or without cause, by giving thirty (30) days' written notice to Service Provider.

In the event this Contract is terminated because of a violation or breach of the Contract's terms by the Service Provider, KIPP shall be entitled to all administrative, contractual and legal remedies, including but not limited to sanctions, penalties, and any such other rights and remedies available at law or in equity that the court deems just.

**V. COMPENSATION:**

KIPP will pay the Service Provider an amount not to exceed \$5,950.00 for Services provided in Exhibit A. KIPP shall not reimburse Service Provider for mileage expenses. Service Provider will invoice KIPP periodically throughout the Term of the Contract in accordance with Section VI of this Contract. KIPP is Texas sales and use tax exempt and will not reimburse Service Provider for any Texas sales taxes incurred by Service Provider. In the event that any payment(s) to Service Provider under this Contract are subsequently disallowed by a state or federal grant awarding agency or in the event that KIPP is required to refund any funding received from a state or federal grant awarding agency relating to Service Provider's work, to the maximum extent permitted by applicable law, Service Provider shall repay to KIPP, on demand, the amount of any such disallowed costs and/or refund(s). KIPP may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Service Provider under this Contract.

**VI. BILLING AND PAYMENT/INVOICES:**

Service Provider shall submit original invoice(s) to the KIPP Controller's Office, as statements of services rendered. Service Provider shall submit invoices within a timely manner during KIPP's fiscal year in which the good(s) and/or services are purchased. The invoices shall include the following: date of invoice, billing period, dates of service, list of services provided daily including dates and amount of time spent performing each service, detailed descriptions of the services provided on each of the dates listed including location where services were provided, invoice number, contact information, deliverables under the Contract, and certification of service provided through a signature by a company representative. The compensation to be paid should be invoiced by region (city), reflecting the KIPP school and costs allocated by school/area.

**Original invoices shall be sent via email for processing to the KIPP Controller's Office at [accounts.payable@kipptexas.org](mailto:accounts.payable@kipptexas.org).**

Service Provider is required to submit to KIPP a completed IRS Form W-9 for the current tax year, Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees, Conflict of Interest Questionnaire, and other forms required by KIPP before payment is rendered. Payment to Service Provider shall be made only after Services are performed and not before. Advance payment to Service Provider is strictly prohibited.



**Payments are due to Service Provider within thirty (30) days after the later of the following: (1) the date KIPP receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date KIPP receives an invoice for the goods or service.**

Service Provider agrees to pay any subcontractors, if any, the appropriate share of the payment received from KIPP not later than the tenth (10th) day after the date Service Provider receives the payment from KIPP. Service Provider shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to Service Provider's subcontractors and/or employees, if any.

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

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

**VII. INSPECTION AND ACCEPTANCE OF SERVICE:**

KIPP reserves the right to inspect the Services provided under this Contract at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Contract, KIPP may elect, in KIPP's sole discretion, to: (i) require Service Provider to perform the Services again in conformity with such requirements, with no additional charge to KIPP; or (ii) equitably reduce payment due Service Provider to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to KIPP in this Contract or otherwise available by law.

**VIII. RELATIONSHIP OF THE PARTIES/ INDEPENDENT CONTRACTOR STATUS:**

It is the intention of the parties that the Service Provider be an independent contractor and not an employee, agent, joint venturer, or partner of KIPP. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between KIPP and either Service Provider or any employee, volunteer, or agent of Service Provider, nor shall anything in this Contract be construed as creating or establishing a joint venture or business partnership between KIPP and either Service Provider or any employee, volunteer or agent of Service Provider. Service Provider is not entitled to participate in any pension plans, bonus, stock, or similar benefits that KIPP provides for its employees. KIPP and Service Provider agree that neither Service Provider nor Service Provider's subcontractors, agents, or employees shall be covered under any KIPP insurance policy, including but not limited to KIPP's liability, property and casualty, or workers' compensation insurance policies. Service Provider agrees that KIPP has no



responsibility for any conduct of any of Service Provider’s staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, or licensees. The Service Provider assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees while performing any services incident to this Contract, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers’ compensation, disability benefits, and like requirements and obligations.

As an independent contractor, Service Provider will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. Service Provider shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by KIPP hereunder and Service Provider shall indemnify and hold KIPP harmless in this regard. Service Provider will be free to contract for similar services to be performed for other entities while Service Provider is under contract with KIPP.

**IX. NO THIRD-PARTY BENEFICIARIES:**

Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.

**X. NO WAIVER OF IMMUNITY:**

The execution of this Contract and the performance by KIPP of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and KIPP shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to KIPP, its directors, officers, employees, or agents under federal or Texas laws.

**XI. AUTHORIZATION OF CONTRACT:**

By signing this Contract, the undersigned representative for Service Provider represents and warrants that s/he has authority to enter into this Contract on behalf of Service Provider.

**XII. NO WAIVER:**

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party’s right to enforce such term, and no waiver on the part of either party of any term of this Contract shall be taken or held to be a waiver of any other term hereof or the breach thereof. No failure or delay by KIPP in exercising any right or power accruing upon the non-compliance or failure of performance by Service Provider under the provisions of this Contract shall be construed to be a waiver of such non-compliance or failure of performance or subsequent rights accruing to KIPP. No waiver of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

**XIII. SUBCONTRACTORS:**

If KIPP gives written permission for Service Provider to subcontract any of the Services, Service Provider shall ensure that each subcontractor complies with all provisions of this Contract. Service Provider shall require each subcontractor to maintain and to furnish Service Provider with satisfactory evidence of Workers Compensation, Employer’s Liability, and such other forms and amounts of insurance which Service Provider deems reasonably



adequate. Service Provider shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.

**XIV. NOTICE:**

Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be effected by hand-delivery or by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed to the following address. Each party may change the address at which notice is to be sent to that party by giving notice of such change to the other party by hand-delivery or by certified mail, return receipt requested.

To: MAYA Consulting  
Attn: Sebastian Roman  
Director of Finance & Operations  
PO Box 66547 Austin, TX 78766

To: KIPP Texas, Inc.  
Attn: Rhonda Myles  
Deputy Chief, Organizational Effectiveness  
10711 KIPP Way Houston, TX 77099

**XV. NO ASSIGNMENT:**

Neither this Contract, nor any duties or obligations under it shall be assignable by Service Provider without the prior written acknowledgement and authorization of KIPP.

**XVI. SECTION HEADINGS:**

The headings of sections contained in this Contract are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Contract.

**XVII. GOVERNING LAW:**

This Contract shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Contract shall be a court of competent jurisdiction in Harris County, Texas.

**XVIII. ATTORNEYS' FEES:**

The prevailing party in any adjudication relating to or arising out of this Contract shall be awarded all reasonable and necessary attorneys' fees and costs.

**XIX. COMPLIANCE WITH APPLICABLE LAW AND KIPP RULES, REGULATIONS, AND REQUIREMENTS:**

Service Provider agrees to comply and certifies compliance with all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. If applicable, Service Provider certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in KIPP's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 C.F.R. Part 200," which is incorporated by reference herein. Service Provider further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those



referenced in KIPP’s Vendor Packet completed by Service Provider, which is incorporated by reference herein. Further, Service Provider agrees to and shall comply with all rules, regulations, and requirements of KIPP and the KIPP school(s) at which any Services are to be performed.

**XX. NON-DISCRIMINATION:**

Service Provider will not discriminate because of race, color, religion, national origin, sex, age, disability, or any other characteristic protected under applicable federal, state, or local laws.

**XXI. ENTIRE AGREEMENT:**

This Contract, including any attached and incorporated addenda, exhibits, attachments, and documents/forms; the procurement solicitation or cooperative contract issued by KIPP, if any (hereinafter “RFP”); Service Provider’s proposal submitted in response to the RFP, if any; and Service Provider’s completed KIPP Vendor Packet (including all certifications therein) contain the entire agreement of the parties relative to the purpose(s) of this Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. This Contract governs KIPP’s relationship with Service Provider as well as KIPP’s use of the Services. The Contract includes any additional or different terms that may from time to time be implemented via written agreement between both parties, in accordance with the paragraph herein entitled “Changes and Amendments.” In the event of a conflict between or among the contract documents, the following hierarchy shall prevail: (1) the terms and conditions of this Contract; (2) addenda, exhibits, attachments, and documents/forms attached to this Contract; (3) the Service Provider’s completed KIPP Vendor Packet; (4) the RFP, if any; (5) the Service Provider’s proposal submitted in response to KIPP’s RFP, if any, except in the following circumstance: in the event of a conflict or inconsistency related to a matter of data privacy or data protection between or among the Data Protection Addendum (Exhibit B) entered into between KIPP and Service Provider, this Contract, and/or applicable data privacy or data protection law, the parties agree that the requirement that affords the most protection to KIPP Data (as that term is described in the Data Protection Addendum (Exhibit B) entered into between KIPP and Service Provider) will supersede and prevail. This Contract supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, Service Provider contracts, Service Provider terms of use, or similar commercial documents relating hereto and which may be issued by Service Provider after the Effective Date of this Contract (as hereinafter defined). Any additional schedule(s) or attachment(s) subsequently attached to this Contract shall be given precedence as set forth herein, except as otherwise expressly provided in any such schedule or attachment.

**XXII. COUNTERPARTS:**

This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Contract and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

**XXIII. REVIEW OF PROGRESS:**

Service Provider will work diligently to meet all timelines mutually established by Service Provider and KIPP. KIPP reserves the right to monitor the progress of Service Provider. Upon request by KIPP, Service Provider shall provide periodic status reports to KIPP with approximate timelines for completion of the Services, and other information reasonably





requested by KIPP. No written reports of any kind shall be released to any third parties without prior written approval of KIPP.

**XXIV. LIABILITY:**

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

**XXV. INDEMNITY:**

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

Nothing in this Contract shall be construed to create a claim or cause of action against KIPP for which it is not otherwise liable, to waive any immunity or defense to which KIPP may be entitled, or to create an impermissible deficiency debt of KIPP.

**XXVI. INSURANCE:**

Unless KIPP’s Chief Financial Officer agrees in writing to waive the following requirements, Service Provider shall comply with all of KIPP’s insurance requirements. Service Provider shall carry, for the duration of this Contract, the following insurance coverages, in amount(s) and with insurer(s) acceptable to KIPP. Service Provider shall maintain insurance coverage in the amounts specified by KIPP. KIPP shall be named as an additional insured on such insurance policies. Service Provider shall cause the insurance policies to: provide that any losses will be payable notwithstanding any act or negligence of KIPP or any other person; provide that the insurer will have no right of subrogation against KIPP; and be reasonably satisfactory to KIPP in all other respects. Certificates of Insurance on the current ACORD form shall be issued to KIPP showing all required insurance coverage prior to the start of work. Service Provider shall assure that KIPP will receive written notice of at least thirty (30) days in advance of the effective dates of any reduction, modification, cancellation, or termination of such insurance policies.

**Minimum Limits of Insurance**

Service Provider shall maintain limits no less than:

- 1. General Liability:** \$2,000,000 per occurrence for bodily injury, personal injury and property damage.
- 2. Automobile Liability:** \$1,000,000 per accident for bodily injury and Property damage.
- 3. Workers’ Compensation:** As required by the State of Texas.



<b>4. Employers' Liability:</b>	\$1,000,000	each accident,
	\$1,000,000	policy limit bodily injury by disease,
	\$1,000,000	each employee bodily injury by disease.

If the Service Provider maintains higher limits than the minimums shown above, KIPP shall be entitled to coverage for the higher limits maintained by the Service Provider.

#### **Other Insurance Provisions**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. KIPP, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Service Provider; and with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement to the Service Provider's insurance policy, or as a separate owner's policy.
2. For any claims related to the Services provided under this Contract, the Service Provider's insurance coverage shall be primary insurance as respects KIPP, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by KIPP, its officers, officials, employees, or volunteers shall be secondary to, in excess of, or supplemental to, the Service Provider's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been provided to KIPP.

#### **Waiver of Subrogation**

Service Provider hereby agrees to waive subrogation which any insurer of Service Provider may acquire from Service Provider by virtue of the payment of any loss. Service Provider agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of KIPP for all work performed by the Service Provider, its employees, agents and subcontractors.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise expressly indicated as acceptable to KIPP. Non-action or omission is not to be construed as indication of acceptance. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

#### **Verification of Coverage**

Service Provider shall furnish KIPP with endorsements effecting coverage required by this section. The endorsements are to be signed by a person authorized by the insurer to bind





coverage on its behalf. The endorsements are to be on forms provided by KIPP, unless the insurance company will not use KIPP's forms. All endorsements are to be received and approved by KIPP before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to KIPP's forms, the Service Provider's insurer must provide complete copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

### **Subcontractors**

Service Provider shall require and verify that all subcontractors currently possess and continuously maintain insurance meeting all the requirements stated herein.

### **XXVII. WARRANTIES:**

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

### **XXVIII. CRIMINAL HISTORY BACKGROUND CHECK:**

Service Provider shall complete the "Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees" form regarding the criminal history of covered employees, which is incorporated by reference herein. Noncompliance or misrepresentation regarding this certification may be grounds for termination of this Contract.

### **XXIX. RELEASE OF INFORMATION/ CONFIDENTIAL DATA OF KIPP:**

Unless required by law, the existence and terms of this Contract may not be disclosed by the Service Provider to any third party without the prior written consent of KIPP. The Service Provider may not publish or use any publicity materials relating to this Contract or use KIPP's name without the prior written consent of KIPP. Only the specific information expressly identified in KIPP's written consent may be disclosed, and the disclosure must be made only to the specific third party(ies) expressly identified in KIPP's written consent.

### **XXX. RECORDS RETENTION AND AUDITS:**

KIPP or its authorized representatives, shall be afforded unrestricted access to and permitted to inspect and copy any and all books, documents, papers, and records in the possession of the Service Provider (and its successors, transferees, assignees, and subcontractors) at any time, which shall include but not be limited to accounting records (hard copy as well as computer-readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Service Provider shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment is made under this Contract. If this Contract is funded from contract/grant funds provided by the U. S. Government or the State of Texas, then (1) the Service Provider shall preserve all such records as required



by 2 C.F.R. § 200.334, and (2) the Contract, books, and records shall be available for review and audit by KIPP, the Comptroller General of the U.S., the Department of Homeland Security, FEMA, and/or the Inspector General (and any of their duly authorized representatives), and/or the State of Texas and its duly authorized representatives.

**XXXI. EDUCATIONAL RECORDS:**

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

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

Upon termination of this Contract for any reason, Service Provider shall return to KIPP within ten (10) calendar days all KIPP student data delivered to or collected by the Service Provider during the course of this Contract, together with the Service Provider's written certification that all copies of the KIPP student data stored by the Service Provider or in the Service Provider's possession (including but not limited to on servers, backup servers,



backup media, or other media including paper copies) have been returned to KIPP, and/or permanently erased or destroyed using industry best practices to assure complete destruction.

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

**XXXII. RECORDS REQUESTS:**

The Parties acknowledge that KIPP is obligated to strictly comply with the Texas Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Contract, as well as any other disclosure of information required by applicable Texas law. Upon the written request of KIPP, Service Provider will promptly provide specified contracting information exchanged or created under this Contract. Service Provider waives any claim against and releases from liability KIPP, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by either Party and determined by KIPP, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code.

Service Provider shall immediately notify KIPP if Service Provider receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records maintained by Service Provider on behalf of KIPP pursuant to this Contract. Service Provider shall provide a copy of such request to KIPP, unless otherwise prohibited by law.

**XXXIII. BUSINESS ETHICS/ CONFLICT OF INTEREST:**

During the course of contract negotiations and contract performance, the Service Provider will maintain business ethics standards to avoid real or apparent impropriety or conflicts of interest. The officers, employees, and agents of KIPP may neither solicit nor accept gratuities, bribes, favors, or anything of monetary value from Service Provider, its vendors, or parties to subcontracts. No substantial gifts, entertainment, payments, loans or other considerations beyond that which is unsolicited and would be collectively categorized as incidental shall be made to any employees or officials of KIPP, its authorized agents and representatives, or to family members of any of them. If at any time the Service Provider believes there may have been a violation of this obligation, the Service Provider shall notify KIPP within 24 hours of the possible violation.

KIPP may, by written notice to the Service Provider, immediately cancel a Contract without penalty and without further liability or obligation, monetary or otherwise, to the Service Provider if it is determined by KIPP, in its sole discretion, that any gratuity, bribe, favor, or anything of monetary value was offered or given by the Service Provider or any principal, agent, or awarding representative of the Service Provider to any officer, employee, or agent of KIPP with a view toward securing the Contract or securing favorable treatment with respect to the amending or the making of any determinations regarding the performance of the Contract. In the event the Contract is canceled by KIPP pursuant to this provision, KIPP shall be entitled, in addition to all other rights and remedies to



which it is entitled, to recover or withhold the amount of the cost incurred by the Service Provider in providing such gratuity, bribe, favor, or item of monetary value.

KIPP reserves the right to request a representation letter from the Service Provider on behalf of the Service Provider and any and all of its subcontractors and/or vendors at any time disclosing all items of value that have passed from the Service Provider, its subcontractors, and/or its vendors to KIPP's personnel and/or its authorized agents and representatives.

During the Term of Service Provider's service to KIPP, Service Provider shall not, directly or indirectly, whether for Service Provider's own account or for or with any other person or entity whatsoever, employ, solicit, or endeavor to entice away any person who is employed by KIPP.

**XXXIV. CONFIDENTIAL & PROPRIETARY INFORMATION:**

In the course of performing duties under this Contract, Service Provider may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by KIPP and employees of KIPP. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of KIPP, either during the Term of this Contract or after such Term.

Service Provider acknowledges that KIPP would be irreparably injured if Service Provider were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for Service Provider's own purposes or benefit and that money damages would not compensate KIPP for such irreparable injury.

In addition to the above obligations of Service Provider, the parties agree that they may provide technical information, documentation and expertise to each other that is either (1) conspicuously marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence using reasonable efforts to prevent the disclosure of Confidential Information to third parties, at least equal to the efforts employed by the receiving party to protect its own confidential information of like kind; (ii) except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's authorized employees on a need-to-know basis; and (iii) use the disclosing party's Confidential Information solely for performance of this Contract. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations and the knowledge of the receiving party is known to the disclosing party; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall notify the other party of such intended disclosure immediately upon receipt of the court order or other event triggering a disclosure obligation, in order to allow such party to seek a protective order or other remedy. The provisions of this paragraph survive the expiration or earlier termination of this Contract.



**XXXV. RIGHTS TO INVENTIONS:**

All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Service Provider in the performance of its obligations under this Contract, shall be deemed works for hire” and the exclusive property of KIPP, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Service Provider shall deliver all such materials to KIPP upon completion, termination, or cancellation of this Contract. Any programs, data, or other materials furnished by KIPP for use by Service Provider in connection with the Services performed under this Contract will remain KIPP’s property. Any pre-existing programs, data, or other materials furnished and owned by Service Provider for use by Service Provider in connection with the Services performed under this Contract will remain Service Provider’s property. KIPP expressly retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by Service Provider and/or its personnel in the course of performing the Services under this Contract.

**XXXVI. INTELLECTUAL PROPERTY:**

Service Provider represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Contract.

**XXXVII. NON-APPROPRIATION OF FUNDS:**

The Term of this Contract is a commitment of KIPP’s current revenue only. Notwithstanding anything to the contrary in this Contract, KIPP is obligated to make payments only as approved each year by KIPP’s Board of Directors. KIPP’s Board of Directors retains the right to terminate the Contract at the expiration of each budget period of KIPP. To the extent that KIPP will use federal grant funds to fulfill its obligations under this Contract, Service Provider acknowledges that federal funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award (“NOGA”) by KIPP from the awarding agency. As such, if KIPP does not receive sufficient funding for the services provided in this Contract, KIPP may terminate this Contract without penalty or further obligation to Service Provider, at any time upon written notice to Service Provider.

**XXXVIII. NON-EXCLUSIVITY:**

Nothing in this Contract may be construed to imply that Service Provider has the exclusive right to provide KIPP Services. During the Term of this Contract, KIPP reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of Service Provider. In addition, nothing in this Contract may be construed to require that KIPP purchase any specific amount, quantity, or quota of services from Service Provider.

**XXXIX. PERFORMANCE:**

Service Provider represents and warrants that Service Provider has the experience, qualifications, licenses, and certifications required to provide the Services. Further, Service Provider agrees that Service Provider’s Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from KIPP. If Service Provider is unable to complete the work in this manner based on the mutually agreed upon timeline, Service Provider shall notify KIPP’s Deputy Chief, Organizational Effectiveness in writing.

**XL. PROFESSIONAL SERVICES:**



To the extent that this Contract is for professional services and governed by the Professional Services Procurement Act, TEX. GOV'T CODE Chp. 2254, Service Provider represents and warrants that (1) Service Provider has demonstrated competence and possesses qualifications to perform the Services and is performing the Services for a fair and reasonable price, and (2) the professional fees under the Contract do not exceed any maximum provided by law.

**XLII. INDEBTEDNESS:**

Service Provider represents that to the best of its knowledge it is not indebted to KIPP. Indebtedness to KIPP may be grounds for termination of this Contract.

**XLIII. NON-COLLUSION:**

The undersigned affirms that Service Provider has not prepared its submission, if any, in collusion with any other company, corporation, firm, partnership or individual, and that the contents of Service Provider's submission, if any, as to prices, terms or conditions of said submission have not been communicated by the undersigned nor by any employee or agent of Service Provider to any other person engaged in this type of business prior to the official opening of Service Provider's submission.

**XLIV. DEBARMENT AND SUSPENSIONS:**

The Service Provider certifies, to the best of its knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Service Provider shall immediately provide written notice to KIPP if at any time the Service Provider learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. KIPP may rely upon a certification of a Service Provider that the Service Provider is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless KIPP knows the certification is erroneous.

**XLV. CHANGES AND AMENDMENTS:**

During the Term of the Contract, KIPP reserves the right to make changes to the Services the Service Provider is required to provide pursuant to this Contract, including but not limited to adding schools to, or deleting schools from, the locations where services are to be provided in Exhibit A – Scope of Work. This Contract may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Contract.

**XLVI. SEVERABILITY:**

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XLVII. FORCE MAJEURE:**

The parties to this Contract may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

**XLVIII. SIGNATURES:**





IN WITNESS THEREOF, KIPP and the Service Provider have executed this Contract to be effective as of the date of the last signature below ("Effective Date").

Notice to Service Provider: Any change(s) made to the provisions above will nullify this Contract.

**Agreed to by Service Provider**

MAYA Consulting

A handwritten signature in black ink, appearing to read "Sebastian Roman", written over a horizontal line.

10/4/22

Sebastian Roman

Date

Director of Finance & Operations

PO Box 66547 Austin, TX 78766

821553128

Taxpayer Identification #

**Agreed to by KIPP Texas, Inc.**

KIPP Texas, Inc.

A handwritten signature in black ink, appearing to read "Larry Guillory", written over a horizontal line.

10/5/2022

Larry Guillory

Date

Chief Admin Officer

10711 KIPP Way  
Houston, Texas 77099



## EXHIBIT A: SCOPE OF WORK

**Services to be provided by Service Provider to KIPP, including, but not necessarily limited to, the following work streams and tasks:**

Tasks and Deliverables	Budget	Estimated completion date
September 2022 Board Scorecard Update <ul style="list-style-type: none"> <li>● Gather historical data for all board scorecard metrics from KIPP data warehouse or Tableau reports and from KIPP teams and necessary external organizations (e.g., KIPP Foundation)</li> <li>● Gather current data for all board scorecard metrics from KIPP data warehouse or Tableau reports and from KIPP teams</li> <li>● Calculate metrics</li> <li>● Preview data with KIPP Chief of Staff</li> <li>● Make any adjustments after meeting with KIPP Chief of Staff</li> <li>● Update any links/minor adjustments to scorecard documentation (from Jen’s leaving documentation)</li> </ul>	\$3,500	9/28/2022 Board Meeting 9/07/2022 Due Date - Round 1 9/14/2022 Due Date - Final
November 2022 Board Scorecard Update <ul style="list-style-type: none"> <li>● Gather current data for all board scorecard metrics from KIPP data warehouse or Tableau reports and from KIPP teams</li> <li>● Calculate metrics</li> <li>● Preview data with KIPP Chief of Staff</li> <li>● Make any adjustments after meeting with KIPP Chief of Staff</li> </ul>	\$1,225	11/15/2022 Board Date 10/26/2022 Due Date
January 2023 Board Scorecard Update <ul style="list-style-type: none"> <li>● Gather current data for all board scorecard metrics from KPP data warehouse or Tableau reports and from KIPP teams</li> <li>● Calculate metrics</li> <li>● Preview data with KIPP Chief of Staff</li> <li>● Make any adjustments after meeting with KIPP Chief of Staff</li> </ul>	\$1,225	01/18/2023 Board Date 12/16/2022 Due Date
Total Project Funding:	\$5,950	

***Terms and conditions set forth in KIPP contract language supersede otherwise conflicting terms and conditions herein.***