

## AM02 - Texas A&amp;M University

P.O. Date: 9/20/2016

## Purchase Order

Purchase Order Number

AM02-16-P031804

SHOW THIS NUMBER ON ALL  
PACKAGES, INVOICES AND  
SHIPPING PAPERS.

V E N D O R	Vendor Number: 00100344
	Lidia M Maza
	PO Box 846 Galveston, TX 77553

INVOICING VENDOR SHALL SUBMIT AN ITEMIZED INVOICE SHOWING  
PURCHASE ORDER NUMBER. IF YOUR INVOICE IS NOT PROCESSED AS  
INSTRUCTED, PAYMENT MAY BE DELAYED.

S H I P T O	DEAN OF EDUCATION Attn: Contact JILL HOBBS at (979)862-1564 HARRINGTON TOWER 804 4222 TAMU COLLEGE STATION, TX 778434222 US Email: dean-purchasing@cehd.tamu.edu Phone: (979) 845-5311
	B I L L T O
	ATTN: FMO Accounts Payable 750 Agronomy Road - Suite 3101 6000 TAMU Attn: Email invoices to invoices@tamu.edu Attn: Do not mail invoice if sending via email College Station, TX 778436000 USA Email: invoices@tamu.edu Phone: (979) 845-8362

**Please login to Buy A&M to retrieve attachments associated with the  
Purchase Order.**

Solicitation (Bid) No.:

Payment Terms: Net 30  
Shipping Terms: F.O.B., Destination  
Freight Terms: Freight Allowed  
Delivery Calendar Day(s) A.R.O.: 0

Item # 1  
Class-Item 962-58

To provide services for the School Enhancement Project. Will be "coaching" for two schools - Carmichael and Black Elementary Schools in Aldine  
ISD as per the attached fully executed contract

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
4.00	\$ 7,350.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 29,400.00

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 29,400.00

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M UNIVERSITY AGENCY PROCUREMENT OFFICE PRIOR TO SHIPPING.

The State of Texas is Exempt from all Federal Excise Taxes.  
State and City Sales Tax Exemption Certificate: The A&M System claims an exemption from taxes under Chapter 20, Title 122A Revised Civil Statutes of Texas for purchase of tangible personal property described in this order, purchased from Vendor listed above as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State shall prevail.

**FAILURE TO DELIVER:** If the Vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies and equipment elsewhere, and charge the increase in price and cost of handling to the Vendor. No substitution or cancellations permitted without prior approval of The Texas A&M University System.

STATE OF TEXAS AND THE TEXAS A&M UNIVERSITY SYSTEM TERMS AND CONDITIONS APPLY.

APPROVED

By: Patty Winkler

Email: p-winkler@tamu.edu

Phone#: (979) 845-4556

**BUYER**

**AGREEMENT  
BETWEEN  
TEXAS A&M UNIVERSITY  
AND  
LIDIA MAZA**

This AGREEMENT is entered into by and between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, through its College of Education and Human Development ("TAMU"), and Lidia Maza ("PROVIDER"),

WHEREAS, the program contemplated by this AGREEMENT is of mutual interest and benefit to TAMU and to PROVIDER, and will further the instructional and research objectives of TAMU in a manner consistent with its status as an agency of the State of Texas,

The parties agree as follows:

1. **SCOPE OF WORK.** PROVIDER shall provide coaching for two (2) schools, Carmichael Elementary School and Black Elementary School in Aldine ISD, under TAMU's CEHD School Enhancement Project, no less than 10 hours per week. The scope of work ("Work") and time for performance thereof is as set forth in Appendix A attached hereto and made a part hereof for all purposes.
2. **PERIOD OF PERFORMANCE.** Work is to commence September 1, 2016 and will be complete no later than May 31, 2017.
3. **PRICE AND PAYMENT.** For the satisfactory performance of the Work, TAMU shall pay PROVIDER an amount not to exceed Twenty Nine Thousand Four Hundred Dollars (\$29,400). PROVIDER's Fee Schedule is attached hereto as Appendix B. TAMU reserves the right to increase the scope of work as necessary but the total billings for authorized work shall not exceed \$29,400. Payments of the amount due to PROVIDER will be provided by TAMU upon receipt of an invoice as described in Appendix B. Payment for travel related expenses shall be in accordance with State of Texas Travel Guidelines.
4. **RELEASE OF INFORMATION.** PROVIDER acknowledges that TAMU is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this AGREEMENT, as well as any other disclosure of information required by applicable Texas law. Upon TAMU's written request, PROVIDER will provide specified public information exchanged or created under this AGREEMENT that is not otherwise excepted from disclosure under Chapter 552, *Texas Government Code*, to TAMU in a non-proprietary format acceptable to TAMU. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TAMU has a right of access. PROVIDER acknowledges that TAMU may be required to post a copy of the fully executed AGREEMENT on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
5. **NOTICES.** All notices or communications to either party by the other will be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each and will be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein.

TAMU: Texas A&M University  
College of Education & Human Development  
4222 TAMU  
College Station, TX 77843-4222  
Attn: Jill Hobbs  
Telephone: (979) 862-1564  
Facsimile: (979) 845-6129

PROVIDER: Lidia Maza  
P.O. Box 846  
Galveston, TX 77553

6. INDEPENDENT CONTRACTOR. For the purposes of this AGREEMENT and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.

7. SEVERABILITY. If any of the provisions of this AGREEMENT in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this AGREEMENT and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

8. DISPUTE RESOLUTION. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of TAMU, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim.

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

10. DEFAULT. TAMU may, without cause, terminate this AGREEMENT at any time upon giving thirty (30) days advance notice to PROVIDER as outlined in Section 5. Upon termination and pursuant to this Section 10, PROVIDER shall be entitled to payment of such amount as shall compensate PROVIDER for the Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this AGREEMENT, provided PROVIDER shall have delivered to TAMU a final report describing the Work completed to the date of termination. TAMU shall not be required to reimburse PROVIDER for any services performed or expenses incurred after the date of termination notice.

11. FORCE MAJEURE. Neither party is required to perform any term, condition, or covenant of this AGREEMENT, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, an act of war, or other similar occurrence, the cause of which is not reasonably within the control of either party, and which by due diligence either is unable to prevent or overcome.

12. GOVERNING LAW. This AGREEMENT is construed under and in accordance with the laws of the State of Texas, and is performable in Brazos County, Texas. Pursuant to §85.18, *Texas Education Code*, mandatory venue is in Brazos County for all legal proceedings against TAMU pertaining to this AGREEMENT. Nothing in this AGREEMENT should be construed as being a waiver of sovereign immunity by TAMU.

13. LOSS OF FUNDING. Performance by TAMU under this AGREEMENT may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds then TAMU will issue written notice to PROVIDER and TAMU may terminate this AGREEMENT without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of TAMU.

14. NON-WAIVER. TAMU is an agency of the State of Texas and nothing in the AGREEMENT waives or relinquishes TAMU's rights to claim any exemptions, privileges, and immunities as may be provided by law.

15. DEBTS OR DELINQUENCIES. Pursuant to Section 2252.903, *Texas Government Code*, PROVIDER agrees that any payments owing to PROVIDER under this AGREEMENT may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

16. CHILD SUPPORT. Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

17. INSURANCE. PROVIDER understands that TAMU does not maintain any insurance policy covering any circumstance arising from the Work performed under this AGREEMENT. PROVIDER agrees to hold TAMU and The Texas A&M University System, its Board of Regents, officers, employees, and agents harmless and relieve them from any responsibility or liability for any legal action or damage, cost, or expense (including attorneys' fees) resulting from the Work performed under this AGREEMENT, including injuries to PROVIDER. PROVIDER shall maintain, for the duration of this AGREEMENT or longer auto liability insurance covering all owned, non-owned, or hired automobiles with limits of not less than \$1,000,000 Single Limit of Liability for Bodily Injury and Property Damage. The Auto Liability Insurance will name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System, Texas A&M University as additional insureds up to the actual liability limits of the policy.

18. FRANCHISE TAX CERTIFICATION. If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise taxes or that PROVIDER is exempt from the payment of franchise taxes.

19. ELIGIBILITY CERTIFICATION. 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.

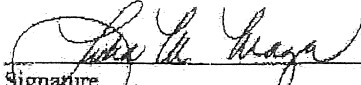
20. STATE AUDITOR'S OFFICE. PROVIDER understands that acceptance of funds under this AGREEMENT constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.

21. PREVIOUS EMPLOYMENT. PROVIDER acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits TAMU from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If PROVIDER is an individual, by signing this AGREEMENT, PROVIDER certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

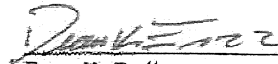
22. MISCELLANEOUS. This AGREEMENT constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties.

ACCEPTED AND AGREED:

LIDIA MAZA

  
Signature  
Date: Sept 9, 2016

TEXAS A&M UNIVERSITY

  
Dean K. Endler  
Executive Director,  
Procurement Services  
Date: 13 SEP 2016

## APPENDIX A

### Scope of Work

Lidia Maza will provide leadership coaching for the principal and his/her team at Carmichael Elementary School and Black Elementary School at Aldine, ISD. Such coaching will be conducted on a weekly basis in order that school enhancement might take place on the campuses. Ms. Maza will observe using Texas A&M University leadership walk-through, will take notes weekly, and provide information to the PIs regarding improvement, process and needs during the Agreement term.

## APPENDIX B

### Fee Schedule

Lidia Maza will be paid on a quarterly basis as follows:

October 15, 2016 - \$7,350

January 1, 2017 - \$7,350

March 15, 2017 - \$7,350

May 31, 2017 - \$7,350

Ms. Maza shall submit an invoice along with quarterly reports (including weekly notes and observations) to Jill Hobbs prior to the payment dates noted above.

Jill Hobbs  
Texas A&M University  
College of Education & Human Development  
4222 TAMU  
College Station, TX 77843-4222  
[jillhobbs@tamu.edu](mailto:jillhobbs@tamu.edu)



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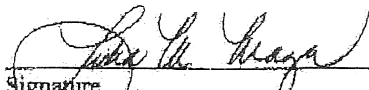
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ACCEPTED AND AGREED:

LIDIA MAZA

  
Signature  
Date: Sept. 9, 2016

TEXAS A&M UNIVERSITY

  
Dean K. Endler  
Executive Director,  
Procurement Services  
Date: 13 SEP 2016

## APPENDIX A

### Scope of Work

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