



Phone: 210-370-5200

<http://www.esc20.net/>

Contract Number 103173
ESC-20 Contact 1: Jaclyn Perez
ESC-20 Contact 2: Leida Morales

This Service Agreement ("Agreement") is made and entered into effective January 19, 2026 ("Effective Date") by Pamela Hunter and between Education Service Center, Region 20, hereafter referred to as "ESC-20" and [Insert contractor name], hereafter referred to as "Contractor."

AGREEMENT

1. **Relationship** – The parties intend that the Contractor, in performing the specified services, will act as an independent contractor and must have control of the work and the manner in which it is performed. Contractor will be free to contract for similar services to be performed for other employers while Contractor is under contract with ESC-20. Contractor is not to be considered an agent or employee of ESC-20 and is not entitled to participate in any pension plans, bonus, or similar benefits that ESC-20 provides for its employees. ESC-20 and Contractor agree that Contractor, Contractor's subcontractors, agents and employees are not covered under any ESC-20 insurance policy, including but not limited to ESC-20's liability, property and casualty, or workers' insurance policies.
2. **Taxes** – The Contractor is solely responsible for paying, and agrees to pay, State and Federal payroll and any other taxes that may be owed by the Contractor in connection with the performance of Services (as hereinafter defined) under this Agreement. Taxes include, but are not limited to, federal income taxes, social security and Medicare taxes on any person or persons who perform services in connection with the Agreement.

ESC-20 and Contractor agree that ESC-20 shall not be responsible for the payment of any Taxes due and owing by the Contractor and Contractor agrees to indemnify ESC-20 for any claim asserted against or cost incurred by ESC-20 in defending any claim against ESC-20 for Contractor's Taxes.

3. **No Authority to Bind ESC-20** – It is agreed that the Contractor is not an agent of ESC-20 and shall have no authority to bind ESC-20 in any manner.
4. **Services to be performed by Contractor and/or Contractor's Subcontractors**

Description of Services: Provide school finance guidance and support

5. **Criminal History Record**

Not a Covered Contractor: This agreement will **not require** Contractor/Contractor's Employees/Contractor's Subcontractors to have *direct contact with students* as defined below. Contractor certifies that, for this specific Agreement, neither Contractor nor any of the Contractor's employees nor Contractor's Subcontractors will require *direct contact with students*. Furthermore, the Contractor will maintain these precautions or conditions throughout the length of the Agreement.

Definition of “direct contact with students”: Contact which results from activities that provide substantial opportunity for verbal or physical interaction with students that is **not supervised by a certified educator or other professional Center/district employee.**

6. **Education Service Center Region 20’s Scope of Services** – In exchange for the Services outlined in Section 4 above, ESC-20 agrees to:

- Remit payment for completed and accepted Services upon receipt of invoice.

7. **Term**—Contractor will begin work on January 19, 2026, and the services will be completed by August 31, 2026.

ESC-20 may terminate this Agreement, with or without cause, upon written notification to Contractor. In the event of such early termination, ESC-20 will make payment only for services already provided by Contractor to the date of written notifications.

8. **Texas Curriculum Standards -**

8.1 The 83rd Texas Legislature passed House Bill 462 (HB462) which prohibits the adoption and/or use of the Common Core Standards at the state, regional, and local level. Services provided through and by ESC-20 are aligned with, and designed to support, the Texas Essential Knowledge and Skills (TEKS) adopted by the State Board of Education. The Contractor agrees to refer only to the Texas Standards and refrain from referencing or using material aligned with the Common Core Standards while performing work for the Center.

8.2 WHEREAS, the 87th Texas Legislative Session provided guidance to Education Service Centers in House Bill 3979. Effective September 1, 2021, Texas Education Code Section 28.002(h-4) is amended to prohibit a state agency, school district, or open-enrollment charter school from accepting private funding for the purpose of developing a curriculum, purchasing or selecting curriculum materials, or providing teacher training or professional development for a course described by Subsection (h-3)(3). As such, this section, as amended, is incorporated for all purposes into this Memorandum of Understanding as if reproduced in its entirety.

8.3 In accordance with Texas Education Code 8.0531 and notwithstanding any other provision of Texas Education Code Chapter 8 Subchapter A or Section 8.001(c), the instructional lessons developed as part of a curriculum management system by a regional education service center, acting alone or in collaboration with one or more other regional education service center, shall be subject to the same review and adoption process as outlined in Section 31.022.

9. **At Will**– The Agreement to provide services is at will and may be terminated by either party at any time upon written notice.
10. **Travel Expenses** – All expenses will be included in the fee for services which is noted in Section 12. Compensation.
11. **Compensation** – For performance of the services described above, satisfactory to ESC-20, ESC-20 will pay Contractor **\$1,000/full day onsite, \$100/hr., not to exceed \$25,000.** Payments due Contractor shall be made by an ESC-20 check upon completion of work and submission of an **original invoice.** A completed and signed W-9 must be on file for the current tax year before payment can be released.

Mail invoice to:

Education Service Center, Region 20

1314 Hines Avenue
San Antonio, Texas 78208-1899
Attn: Accounts Payable

12. **Insurance** – Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation, liability and other insurance, as well as licenses and permits which are usual and customary for providing such services.
13. **Assignment** – Contractor may not assign any rights or delegate any duties under this Agreement without the written consent of ESC-20.
14. **Conditions and Representations** – Covered Contractor and/or Contractor's Subcontractors - hereby represents that he/she has disclosed true and accurate information in order for ESC-20 to obtain criminal history information.
15. **Governing Law and Venue** – It is understood and agreed that this Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas without regard to the choice of law rules of any jurisdiction and venue for any disputes arising out of this Agreement or in any connection with the relationship between Contractor and ESC-20 shall be in Bexar County, Texas.
16. **Debarment and Suspension** - By signing this Contract, Contractor makes the assurance that Contractor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 titled Debarment and Suspension.
17. **Non-Discrimination** – The Contractor shall ensure that no person, on the basis of race, color, national origin, religion, sex, age, handicap or political affiliation, will be excluded from participation in or be denied any benefit of any education services, activities or programs, or be subjected to discrimination.
18. **Duty to Report** – The Contractor, Contractor's employees, agents and consultants agree to comply with section 261.101(a) of the Texas Family Code which requires that any person who has cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person shall immediately make a report as required by law.
19. **Record Keeping** - Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the subject of this Agreement. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit, by ESC-20 and by others authorized by law or regulation to make such an audit, for a period of not less than three (3) years from the date of completion.
20. **Ownership of and Rights to Use Copyrighted Materials** – Contractor hereby represents, covenants and warrants that with regard to any copyrighted material incorporated or used in connection with the scope of services enumerated in Section 4 of the Agreement ("services"), Contractor has full right and authority to use the copyrighted material and has the full right and authority to incorporate the copyrighted material into any materials created pursuant to the Agreement. Contractor agrees that Contractor will not contest ESC-20's right to use any copyrighted material in connection with Services and that Contractor will not contest the validity of any copyright arising out of the services.
21. **Property Rights** - All materials, conceptions and products produced or conceived by Contractor, its employees, agents, consultants or subcontractors arising out of the contract

project shall be the sole property of ESC-20, and ESC-20 shall have the exclusive right to copyright and patent these materials, conceptions and products subject to applicable law. Contractor shall so bind all concerned.

22. **Liability** – Contractor must take all precautions necessary for the safety of and prevention of damage to ESC-20 property, and for the safety of the prevention of injury to persons, including ESC-20 employees, Contractor employees, and third persons, on ESC-20 property. All work must be performed entirely at Contractor's risk. Contractor agrees to carry, for the duration of this contract, public liability insurance in an amount, and with an insurer, acceptable to ESC-20.
23. **INDEMNITY** – ESC-20 SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY; ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF ESC-20. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT ESC-20 FROM THE CONSEQUENCES OF ESC-20'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTORY CAUSE OF THE INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF ESC-20 AND IN THE NAME OF ESC-20, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE.
24. **No Waiver of Immunity** – No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.
25. **Term to be Exclusive** – The entire agreement between the parties with respect to the subject matter under this Agreement is contained in this Agreement. Except as expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.
26. **Waiver of Modification Ineffective Unless in Writing** – A waiver, alteration or modifications of any of the provisions of this Agreement will not be binding unless in writing and signed by authorized representative of the parties to this Agreement.
27. **Notices** – All notices hereunder shall be effective if sent by facsimile or mail to the following addresses:
- | | |
|----------------------|-------------------------------------|
| Pamela Hunter | Education Service Center, Region 20 |
| 219 CR 375 | Attn: Jaclyn Perez |
| Uvalde, Texas 78801 | 1314 Hines Avenue |
| | San Antonio, Texas 78208 |
28. **Representations and Warranties** – Each party represents and warrants to the other party that (i) it has the full right and power to enter into this Agreement and to perform its obligations hereunder; (ii) the execution of the Agreement and the performance of its obligations hereunder does not and will not conflict with or result in a breach (including the passage of time) of any other agreement to which it is a party; and (iii) this Agreement has been duly executed and delivered by such party in accordance with its terms.

29. **Counterparts** – This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an official signature.
30. **Severability** – In the event any provision of this Agreement shall be found invalid, void and/or unenforceable for any reason, neither this Agreement generally nor the remainder of this Agreement shall thereby be rendered invalid, void and and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof, shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the parties as set forth in this Agreement; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this Agreement shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.
31. **Headings** – The descriptive headings used in this Agreement are for convenience of reference only and do not and shall not be deemed to modify the construction of any of the provisions of this Agreement.
32. **Attestation** – By signing below Contractor certifies that all of the information in this Agreement provided to Education Service Center, Region 20 is true and correct.
33. **Compliance with Texas Government Code 2252 and 2270** – I, the vendor, am in compliance with all applicable provisions of Government Codes 2252 & 2270. This code requires vendors agree to NOT boycott Israel or do business with companies that boycott Israel. In addition vendor cannot do business with Iran, Sudan or a known terrorist organization. By submitting a response to the contract, vendor certifies compliance with this code.
34. **Compliance with Texas Education Code Chapter 28:** Pursuant to Texas Education Code Chapter 28, as amended, Contractor verifies that any and all training services offered and prepared by Contractor are in compliance with those requirements as set out in Section 28.002.

TEC 28.0022 explicitly prohibits employees of a state agency, school district, or open-enrollment charter school from teaching, instructing, or training any administrator, teacher, or staff member of a state agency, school district, or open-enrollment charter school to adopt any of the following concepts:

- (1) One race or sex is inherently superior to another race or sex;
- (2) An individual, by virtue of the individual's race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;
- (3) An individual should be discriminated against or receive adverse treatment solely or partly because of the individual's race or sex;
- (4) An individual's moral character, standing, or worth is necessarily determined by the individual's race or sex;
- (5) An individual, by virtue of the individual's race or sex, bears responsibility, blame, or guilt for actions committed by other members of the same race or sex;
- (6) Meritocracy or traits such as a hard work ethic are racist or sexist or were created by members of a particular race to oppress members of another race;
- (7) The advent of slavery in the territory that is now the United States constituted the true founding of the United States; or
- (8) With respect to their relationship to American values, slavery and racism are anything other than deviations from, betrayals of, or failures to live up to the authentic founding principles of the United States, which include liberty and equality

In the event any questions or concerns arise regarding the content of what you are distributing and/or presenting and whether it may incorporate one of the above statutorily prohibited concepts, please submit your instructional and/or training materials to the ESC-20 Chief Operating Officer, **Regina Hillis** at regina.hillis@esc20.net at least fifteen (15) days prior to distributing and/or presenting the material to allow the Service Center adequate time to review and offer possible adjustments and suggestions to bring the materials into compliance with TEC 28.002.

- 35. Equal Treatment of All Persons:** Pursuant to Article I, Section 3a of the Texas Constitution, the Fourteenth Amendment to the United States Constitution, federal and State law, and Executive Order No. GA-55, Contractor verifies that any and all services offered and prepared by Contractor are in compliance with the following:
- (1) all conduct under this Agreement shall be administered and performed in a neutral manner without regard to race of persons;
 - (2) Contractor shall not, in the specific performance of this Contract, elevate one individual person over another, or advantage any one person over another, due to race;
 - (3) Contractor shall not, in the specific performance of this Contract, employ practices or engage in any advancement of the programs known as diversity, equity and inclusion, critical race theory, affirmative action, or other similar, divisive agendas;
 - (4) Contractor's staff, agents, and subcontractors that are selected and employed in the specific performance of this Contract shall be selected and employed solely on merit and the ability to perform; and
 - (5) Contractor shall ensure that any subcontractors participating in the specific performance of this Contract represent and warrant to the provisions of this Clause.
- 36. Biological Sex and No Preferred Pronouns:** Contractor represents and warrants that it shall ensure that all actions in specific performance of this Agreement shall comply with federal and state law and reflect that there are only two sexes. Contractor's employees, officers, representatives, subcontractors, and agents shall not, in performance of this Contract, present, direct, request, or suggest the use of preferred personal pronouns in professional correspondence or presentations.
- 37. Executive Orders:** In performance under this Agreement, ESC-20 and any Local Education Entities who are a party hereto, as applicable, will comply, or continue to comply, with all applicable Federal and State executive orders. These orders include, but are not limited to:
- (1) Exec. Order No. 14214, 90 Fed. Reg. 9949 (2025), which prohibits schools and other educational institutions that receive federal financial assistance from conditioning student enrollment on COVID-19 vaccination status;
 - (2) Exec. Order No. 14168, 90 Fed. Reg. 8615 (2025), which prohibits the use of Federal funds in the promotion of gender ideologies and further requires that intimate spaces (e.g., restroom) are designated according to one's biological sex;
 - (3) Exec. Order No. 14190, 90 Fed. Reg. 8853 (2025), which prohibits the use of Federal funds for direct or indirect activities or educational instruction related to discriminatory equity ideology or social transitioning;
 - (4) Exec. Order No. 14201, 90 Fed. Reg. 9279 (2025), which requires Title IX of the Education Amendments Act of 1972 be applied on the basis of biological sex, not gender identity, and prohibits transgender-identifying athletes from participating in all-women sports teams;
 - (5) Exec. Order No. 14173, 90 Fed. Reg. 8633 (2025), which requires adherence to Federal anti-discrimination laws and its materiality to the government's payment decisions and further requires certification that a party does not operate any programs promoting DEI in a manner violative of Federal anti-discrimination laws (which, by virtue of this assurance, the subrecipient certifies);
 - (6) Texas Exec. Order No. GA 55, which requires all people be treated equally,

regardless of race; and,

- (7) Letter from Governor Greg Abbott to Chairmen and Executive Directors (Jan. 30, 2025), which requires Texas agencies to take actions on the basis of biological sex and not gender identity.

38. **Title VI of the Civil Rights Act of 1964 (Title VI):** Title VI, as amended, (prohibiting discrimination by race, color, or national origin), the regulations effectuating its provisions contained in 34 CFR Part 100, and the provisions of the US Department of Education's Dear Colleague Letter/Certification of April 3, 2025 pertaining to Title VI shall be applicable to any and all services performed under this Agreement.
39. **EDGAR Addendum:** By signing this contract, I/we agree that I/we have received the EDGAR addendum and are in compliance with all the provisions in the addendum as part of the contract. **[Insert if applicable, using Federal Funds]**
40. **Health Protocols:** Both parties agree to adhere to the minimum safety and health standards as defined by local, state, and federal government. In the event that COVID-19 social distancing (or other restrictions imposed to address health concerns) impacts the ability to deliver a face-to-face professional development/training event, ESC-20 reserves the right to cancel, reschedule or modify the event for virtual delivery, upon review of facilities and attendance. The cost allocation agreed upon may differ due to the modifications that are made for the alternate delivery method.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of date and year set forth above.

Pamela Hunter

Education Service Center, Region 20

By:

By:

Printed Name:

Printed Name: Jeff Goldhorn

Pam Hunter

Title:

Title: Executive Director

Owner

Taxpayer Identification Number Certification:

Contractor's Taxpayer Identification Number (TIN) is: [REDACTED]
(TIN is either social security number (SSN) of Contractor or employer identification number (EIN)).

Indicate your type of business: ☐ Corporation

☒ Individual Sole Proprietor

- ☐ LLC tax classification:
- ☐ D-Disregarded Entity
 - ☐ C-Corporation
 - ☐ P-Partnership

☐ Partnership

☐ Other: _____

By signing below, Contractor certifies the following regarding Contractor's TIN:

- The number shown is the Contractor's correct Taxpayer Identification Number, and
- Contractor is not subject to backup withholding due to failure to report interest and dividend income; and
- Contractor is a U. S. person (including a U.S. resident alien).

Contractor U.S. (person) Name: Pam Hunter
(print) _____

Contractor U.S. (person) Signature: _____

Sign and return one original of this contract and, if Covered Contractor/Contractor's Employees/Contractor's Subcontractors, the CHRI *Certification Form* to:

Education Service Center, Region 20
1314 Hines Avenue
San Antonio, Texas 78208-1899
Attn: Leida Morales.