

ADDENDUM A:

Texas Statutory Certifications and Representations

The following section is added to reflect statutory certifications and representations required for contracts with Texas independent school districts to the extent required by applicable law.

- 1. Boycott Israel (Tex. Gov't Code Ch. 2271).** Vendor represents that it does not boycott Israel and will not boycott Israel during the term of this Agreement. "Boycott Israel" has the meaning assigned by Tex. Gov't Code § 808.001.
- 2. Firearm and Ammunition Industry (Tex. Gov't Code Ch. 2274).** If Vendor has ten (10) or more full-time employees, Vendor verifies that it (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- 3. Energy Companies (Tex. Gov't Code Ch. 2276).** If Vendor has ten (10) or more full-time employees, Vendor certifies that it (a) does not boycott energy companies; and (b) will not boycott energy companies during the term of this Agreement.
- 4. Abortion Provider and Assistance Entity (Tex. Gov't Code Ch. 2273).** Vendor represents that it is not an abortion provider, an affiliate of an abortion provider, or an abortion assistance entity, as those terms are defined by Tex. Gov't Code Ch. 2273, as amended by SB 33, 89th Leg. R.S. (2025).
- 5. Foreign Terrorist Organizations (Tex. Gov't Code Ch. 2252, Subchapter F).** Vendor represents that it is not owned or controlled by, and is not doing business with, any individual or entity designated by the U.S. Department of State as a Foreign Terrorist Organization under 8 U.S.C. § 1189, and is not identified on the list of companies engaged in business with Iran, Sudan, or a foreign terrorist organization prepared and maintained by the Texas Comptroller under Tex. Gov't Code §§ 2252.152 and 2252.153.
- 6. Certificate of Interested Parties (Form 1295).** To the extent required by Tex. Gov't Code § 2252.908, Vendor shall submit a completed and notarized Form 1295 (Certificate of Interested Parties) filed with the Texas Ethics Commission concurrently with the executed Agreement.
- 7. Conflict of Interest Questionnaire (Form CIQ).** To the extent required by Tex. Local Gov't Code Ch. 176, Vendor shall submit a completed Conflict of Interest Questionnaire (Form CIQ) with the executed Agreement, and shall update the same as required by law.
- 8. Fingerprinting and Criminal History (Tex. Ed. Code § 22.0834).** Vendor shall ensure that all Vendor employees, subcontractors, agents, and representatives who will have direct contact with students complete fingerprinting and national criminal history record checks through the Texas Department of Public Safety, in the manner prescribed by Tex. Ed. Code § 22.0834, prior to any assignment involving student contact. Vendor shall bear the cost of such checks and shall provide District with confirmation of completion prior to placement. Vendor shall not assign any Vendor employees, subcontractors, agents, and representatives to District who has not cleared such checks.
- 9. Do Not Hire Registry (Tex. Ed. Code Ch. 22A).** Vendor shall verify, prior to assigning any Vendor employees, subcontractors, agents, and representatives, and periodically during the term of the Work, that no Vendor employees, subcontractors, agents, and representatives assigned to District is listed on the Do Not Hire Registry maintained by the Texas Education Agency under Tex. Ed. Code Chapter 22A (added by SB 571, 89th Leg. R.S. (2025)), including the discharge and refusal-to-hire mandate under Tex. Ed. Code § 22A.151. Vendor shall immediately remove and replace any Vendor employees, subcontractors, agents, and representatives who is subsequently added to the Registry and shall notify District in writing within twenty-four (24) hours of learning of any such addition.
- 10. FERPA School Official Designation.** District hereby designates Vendor and its assigned Vendor employees, subcontractors, agents, and representatives as "school officials" with "legitimate educational interests" in student education records to the extent necessary to perform services under this Agreement, as those terms are used in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and 34 C.F.R. § 99.31(a)(1)(i)(B). Vendor and its employees, subcontractors, agents, and representatives shall: (a) use student education records solely for the purpose of providing services under this Agreement; (b) not redisclose personally identifiable information from student education records except as permitted by law;

(c) be under District's direct control regarding use and maintenance of student education records; and (d) comply with all applicable federal and state student privacy laws, including Tex. Ed. Code Ch. 26, Subchapter A.

11. Texas Public Information Act. Vendor acknowledges that records held by District related to this Agreement may be subject to disclosure under the Texas Public Information Act, Tex. Gov't Code Ch. 552. Vendor shall reasonably cooperate with District in responding to public information requests and shall not withhold from District any information that District is required to produce under Chapter 552.

12. Sovereign and Governmental Immunity; Appropriations. Nothing in this Agreement shall be construed as a waiver of District's sovereign or governmental immunity from suit or liability. Any indemnity, defense, or hold-harmless obligation of District under this Agreement is expressly limited to the extent permitted by Texas law and is contingent upon the availability of appropriated funds. District's payment obligations under any Work Order or Contract are subject to annual appropriations by District's Board of Trustees.

ADDENDUM B:

Compliance with Texas Law Regarding Diversity, Equity, and Inclusion

Vendor acknowledges that the District is subject to all applicable provisions of the Texas Education Code, including those enacted by the 89th Texas Legislature regarding diversity, equity, and inclusion ("DEI"), including Senate Bill 12, as amended.

Vendor represents and warrants that, in performing services under this Agreement, Vendor and its employees, subcontractors, agents, and representatives shall:

1. Comply with all applicable federal and Texas laws, regulations, and State Board of Education and Texas Education Agency requirements.
2. Not provide, require, promote, conduct, or facilitate any training, program, activity, curriculum, consultation, or service on behalf of the District that would cause the District to violate applicable Texas law regarding prohibited DEI duties, activities, or programming.
3. Not represent that Vendor is acting contrary to the District's adopted board policies or legal obligations under Texas law.
4. Promptly notify the District if Vendor becomes aware that any requested service may conflict with applicable law.
5. Cooperate with the District in modifying services as necessary to maintain legal compliance.

The District may immediately suspend performance or terminate this Agreement, without penalty, if the District determines that Vendor's services or activities violate, or would reasonably cause the District to violate, applicable law.

Vendor Acknowledgement of compliance with Addendum A and B:

Completed By _____

Signature _____

Date _____