



Huntsville School District

441 FM 2821 East | Huntsville, Texas 77320

Phone: 936.435.6300 | Fax: 936.435.6640

www.huntsville-isd.org

***One Team, Every Student, Limitless Possibilities
Equity in Action. Inclusion by Design.***

Contractor Agreement

AGREEMENT BETWEEN Huntsville School District ("Company" or "HISD") and:
Amergis Healthcare Staffing, INC., a Special Education Contractor Company. The

Contractor shall be identified as follows:

Company: Amergis Healthcare Staffing, INC.

Type of Entity: S Corporation

☐ Individual

☐ Sole proprietorship

☐ Partnership

☒ Corporation

Address: 7223 Lee Deforest Dr.

City/State/ZIP: Columbia, MD 21046-3236

Business Telephone: (888) 800-1854

Social Security or Employer Identification Number: 83-2976157

IN CONSIDERATION of the promises and mutual covenants and agreements contained herein,
the parties agree as follows:

Work to Be Performed

Company desires that the Contractor perform, and the Contractor agrees to perform, the
following work:

As appropriate to fulfill the professional duties assigned to them by Huntsville ISD

Term of Agreement

The services called for under this Agreement shall commence on September 1, 2026 and terminate on August 31, 2027.

Technical Direction

The Contractor shall receive technical direction only from Dr. Stephanie Dominique or her designee, as authorized in writing.

Terms of Payment

Company shall pay the Contractor according to the following terms and conditions:

Upon receipt of invoice or within 30 days from date of Invoice.

Contractor shall submit invoices to Client on a monthly basis.

Reimbursement of Expenses

Company shall not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed to in writing.

Federal, State, and Local Payroll Taxes

Company shall not withhold or pay federal, state, or local income taxes or payroll taxes of any kind on behalf of the Contractor or the employees of the Contractor. Company shall not treat the Contractor as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.

Notice to Contractor About Its Tax Duties and Liabilities

The Contractor understands that they are responsible for paying, in accordance with applicable law, the Contractor's federal and state income taxes, and that Company is not withholding or paying any portion of the Contractor's taxes. If the Contractor is not a corporation, the Contractor further understands that the Contractor may be liable for self-employment (Social Security) tax, payable by the Contractor in accordance with applicable law.

Responsibility for Workers' Compensation

No workers' compensation insurance shall be obtained by Company covering the Contractor or employees of the Contractor. The Contractor shall comply with the workers' compensation law governing the Contractor and its employees.

Termination of Agreement

This Agreement may be terminated at any time by Company or the Contractor, by written notice to the other party. Notice shall be deemed to have been sufficiently given either when served personally or when sent by first-class mail addressed to the parties at the addresses set forth in this Agreement. Company shall not be liable for, nor shall the Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

Contractor Status

The Contractor expressly represents and warrants to Company that (1) she is not and shall not be construed to be an employee of the Company and that her status shall be that of a contractor solely responsible for her actions and inactions; (2) the Contractor shall act solely as a Contractor, not as an employee or agent of Company; and (3) the Contractor is not authorized to enter into contracts or agreements on behalf of Company or to otherwise create obligations of Company to third parties.

Assignability

This Agreement shall not be transferred or assigned, in whole or in part, by the Contractor without the prior written consent of Company.

Choice of Law

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Texas.

Agreement

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

Confidential Matters and Proprietary Information

The Contractor recognizes that, during the course of contract performance, she may acquire knowledge of confidential business information or trade secrets. The Contractor agrees to keep all confidential information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for her own benefit or for the benefit of another, either during or after contract performance, any confidential business information or trade secrets. Upon termination or expiration of this Agreement, Contractor shall deliver all records, data, information, and other computer media or documents produced or acquired during the performance of this Agreement and all copies thereof to Company. Such material shall remain the property of Company. This obligation of confidence shall not apply with respect to information that (1) is available to the Contractor from third parties on an unrestricted basis; or (2) is disclosed by Company to others on an unrestricted basis.

Conflicts of Interest

The Contractor shall not act as an agent for, consultant to, or as an officer, employee, or other representative of any subcontractor or supplier to Company, or serve in any of the foregoing capacities for any of Company's competitors or prospective competitors, without giving prior written notification to Company. The Contractor hereby warrants that there is no conflict of interest between the Contractor's other employment, if any, or other contracts, if any, and the activities to be performed hereunder. The Contractor shall advise Company if a conflict of interest arises in the future.

Inventions, Patents, Trademarks

The terms "work," "trademark," and "invention" include anything created for Company by the Contractor, whether alone or with others, and whether those others be contractors, employees, or agents of Company.

1. The term "work" means any and all writings, designs, models, drawings, photographs, physical property, reports, etc., that are protectable under Title 17 of the U.S. Code.
2. The term "trademark" means any name, word, phrase, logo, design, or other graphic depiction generated during the performance of this Agreement that is or can be used to describe either a product or service of Company.
3. The term "invention" means any designs, processes, inventions, or discoveries that may be patentable or otherwise protectable under Title 35 of the U.S. Code.

Work Made for Hire

During the performance of this agreement, the Contractor may create certain works for Company that may be copyrighted under the laws of the United States. To the extent that any such works are created, the Contractor will be considered to have created a work made for hire as defined in 17 U.S.C. § 101, and Company shall have the sole right to the copyright. If any work created by the Contractor does not qualify as a work for hire, the Contractor agrees to assign her right in the work to Company, as provided below.

Title to Works, Trademarks, and Inventions Produced

It is understood and agreed that the entire right, title, and interest throughout the world to all works, trademarks, and/or inventions that are conceived of, prepared, procured, generated, or produced, whether or not reduced to practice, by the Contractor, either solely or jointly with others during the course of, in connection with, or as related to the performance of this Agreement, shall be and hereby are vested and assigned by the Contractor to Company.

The Contractor agrees to execute any and all documents prepared by Company and to do all other lawful acts as may be required by Company to establish, document, and protect such rights.

The Contractor has acquired or shall acquire from each of her employees, consultants, and subcontractors, if any, the necessary rights to all such works, trademarks, and inventions produced by such employees, consultants, and subcontractors, within the scope of their employment by the Contractor in performing services under this Agreement. The Contractor shall obtain the cooperation of each such employee to secure to Company or its nominees the rights Company may acquire in accordance with the provisions of this clause.

Reports

The Contractor, when directed, shall provide written reports with respect to the services rendered hereunder.

Security Regulations

The Contractor shall comply with all applicable security regulations of the Company.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of
September 18, 2026 (date).

CONTRACTOR

Signed by:
Signature: Jennifer Heymann
7607115768F343B...
Print name: Jennifer Heymann
Title (if applicable): Assistant Controller

HUNTSVILLE SCHOOL DISTRICT

Signature: [Signature]
Print name: Dr. Stephanie Dominiac
Title (if applicable): Director of Special Education