



Check all boxes that are applicable:

- ☒ Vendor provides same services to other businesses
☒ Vendor presents their own material
☒ No current employees doing similar work
☒ Not currently employed by Region 10
If all boxes checked, determination form not needed

400 E. Spring Valley Road
Richardson, Texas 75081-5101

Personal Service Contract

PO#: Account#: 198.62.6299.10.884.699000 Account#:
Requisition #: Account#: Account#:

This contract is entered into, by, and between Education Service Center Region 10, hereinafter designated "Center" and Samuel Nix hereinafter designated "Contractor"

(Attach resume or vita, if applicable). Contractor Info: Ethnicity Gender

1. Scope of Work/Term - During the period beginning and ending Contractor shall provide to the Center, the following services for the use and benefit of public education in Texas, including rate of pay: Rate \$ Per:

The above named individual will provide a session for Region 10 Assistant Principal Leadership Academy (APLA) entitled "Level up Your Leadership" on October 23, 2025.

2. **Fee** - For the satisfactory performance of the services described above, Center shall pay to Contractor a fee equal to \$ 4,000.00. The total amount payable to Contractor by Center pursuant to this contract shall in no event exceed the sum of \$ 4,000.00. **All payments will be made to Contractor upon completion of work and submission of an itemized invoice with necessary receipts. A completed and signed W-9 must be on file for the current tax year before payment can be released.**
3. **Independent Contractor** - Both the Center and the Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this contract. As an independent contractor, the contractor or assigned designee is responsible for all taxes and is not entitled to employee benefits. **All payments made to the Contractor will be included on IRS Form 1099-MISC.**
4. **Confidentiality** - The Contractor agrees that any information received in accordance with this contract which concerns the personal, financial or other affairs of the Center or contracted school districts/charter schools will be treated as confidential.
5. **Use of Funds for Political Activities** - Contractor agrees that no funds provided by Center pursuant to this contract shall be used by Contractor for any political activity and that the Contractor is prohibited from using such funds for influencing or attempting to influence any member of Congress, its employees or any Federal Agency employee concerning the making or awarding of a federal grant.
6. **Notice of Felony Conviction** - Contractor certifies that neither they, the owner of the company, or operator of their business have been convicted of a felony, nor are any of the named persons presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this proposed contract by any Federal or State department or agency.
7. **Property of Center** - All intellectual property, materials, and products developed under this contract belong exclusively to the Center. This excludes items the Contractor developed before the contract's effective date. The Contractor cannot make any claims, including copyright and patent claims, regarding the items developed under this contract without the Center's written consent.
8. **Contractor Products** - Contractor may demonstrate products for purchase as appropriate to the contracted service described above, but may not consummate sales during the service activities outlined.
9. **Prohibition of Texting while Driving** - Contractor agrees that during the delivery of service for Center, individual will not send, receive text messages or check email while driving. This is in compliance with Operational Procedures of the Texas Education Agency following Presidential Executive Order 13513.
10. **Non-Discrimination** - It is our policy not to discriminate on the basis of race, color, national origin, gender or handicap in its vocational programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 503 and 504 of the Rehabilitation Act of 1973, as amended. Contractor agrees to follow this policy.

11. **Former Employee** - If former Center employee, is vendor doing the same work done when employed by the Center?
Yes ☐ No ☒
12. **Conflict of Interest** - Contractor affirms that this contract does not create a conflict of interest with his/her present employer. Contractor affirms there is no conflict of interest, either personal or financial, with any Center employee. If Contractor determines there is a conflict of interest then the Contractor must verbally disclose the conflict to Program Manager of this contract.
13. **Assignment** - This contract may not be assigned by the Contractor without the written consent of the Center.
14. **Termination** - This contract may be terminated by either party on ten (10) days written notice. This contract may also be terminated by the Center for cause. Specifically, although not exclusively, cause shall include the Center having to cancel an event related to the Contractor's performance for reasons beyond its control, or for the Contractor's failure to perform as contemplated by the Center. In the case of the cause described herein, should a dispute arise over whether cause exists the judgment of the Center will control. On termination the Contractor shall be due only compensation earned, and reimbursement for approved costs. No fee will be due when termination is given with less than ten (10) day notice.
15. **Compliance with Laws** - This contract is subject to all applicable federal and state laws, including the availability of appropriated funds for the purposes stated herein. Notwithstanding any other provision in this contract or any other document, this contract is void upon sufficient appropriated funds becoming unavailable.
16. **Prohibited Activities by Administrators of Texas Public Schools** - Per HB 3372 from the 89th Texas Legislative Session - Contractor is hereby warned that he or she faces a potential \$10,000.00 civil penalty under Texas Education Code ("TEC") § 11.006(e) if the Contractor is a public-school administrator as defined by TEC 11.006(a) and receives a financial benefit under this contract, unless the Contractor's employing Board of Trustees has:
1. Been provided this contract; and
 2. Taken a vote to approve the contract after determining:
 - a. The contract will not harm the district;
 - b. The arrangement does not present a conflict of interest; and
 - c. The services to be performed by Contractor will be performed entirely on the Contractor's personal time.

According to TEC 11.006(a):

An "administrator" is defined as someone with significant administrative duties related to operating a school district, including its campuses, programs, or other subdivisions. This definition excludes employees whose primary role is in-classroom instruction and school district trustees.

Please note that, according to TEC 11.006(c), **superintendents and assistant superintendents are prohibited from receiving any financial benefit for the performance of personal services for an ESC under any circumstances.**

17. **Business Type** - If you are one of the following types of businesses, please check the appropriate box and attach a copy of certificate, or check *NIA*.

☐ Minority Owned ☒ HUB ☐ Women's Enterprise ☐ Disadvantaged Business Enterprise ☐ *NIA*

AGREED and accepted on behalf of Contractor to be effective on the earliest date written above by a person authorized to bind Contractor.

	<i>Karen Barnes</i>	Aug 6, 2025	
Contractor's Signature	Date	Program Manager	Date
		Director (if \$5,000 to \$14,999)	Date
		Deputy Exec Director (if \$15,000 to \$29,999)	Date
		Executive Director (if \$30,000 or more)	Date

If employed by Region 10 district, supervisor must sign.

A copy of this executed contract should be retained by both parties