

## District Contract

### Agreement for Placement of Temporary Educators

This Agreement for Placement of Temporary Educators is made between JR3 Education Associates, a Texas Limited Liability Company, with a principal office at One Liberty Place, 100 North 6<sup>th</sup> Street, Suite 705, P.O. Box 1067, Waco, Texas 76703-1067 ("JR3") and Wylie Independent School District, with a principal office at 6249 Buffalo Gap Road, Abilene, Texas 79606 ("DISTRICT") for the sale and purchase of a temporary employment placement service. JR3 and DISTRICT may be collectively referred to in this Agreement as the Parties. The Agreement will be effective as of the 8<sup>th</sup> day of June, 2009 ("Effective Date").

JR3 provides qualified teachers and administrators ("Educators") on a temporary, as needed, basis to school districts that need and require the services of temporary Educators.

DISTRICT has a need for Educators and desires that JR3 locate and screen potential Educators for Temporary Employment.

In consideration of these representations and the following terms and conditions, the Parties agree as follows:

1. JR3's Obligations. JR3 agrees to locate and screen potential Educators for Temporary Employment with DISTRICT on a best efforts basis, without being required to fill a minimum number of positions for Temporary Employment. "Temporary Employment" means assignment to the DISTRICT on a part-time or full-time at-will basis, as determined appropriate by the parties. JR3 agrees to perform the following services with regard to each proposed Educator candidate: (a) obtain a professional résumé, (b) verify that the candidate holds a valid Texas Teacher Certificate, and (c) conduct an appropriate screening and interview, including a criminal history check. Each Educator candidate proposed by JR3 shall be subject to DISTRICT approval.
2. DISTRICT'S Obligations.
  - a. DISTRICT'S Cost. DISTRICT agrees to pay JR3 a daily rate, based on an Educator's years of experience but not necessarily a rate that is equivalent to the state minimum salary, for each Temporary Educator assigned to the DISTRICT. The Fee Schedule attached as Exhibit A specifies the daily rate based on years of experience. DISTRICT and JR3 may agree that JR3 will provide a specific number of temporary Educators for a specific fee, but DISTRICT shall not agree to a specific term of assignment for any individual Educator.

- b. Support Documentation. DISTRICT will verify in writing the number of days worked by an Educator during a pay period. Based on this documentation, JR3 will submit to DISTRICT an invoice for all Temporary Educators showing the full names, campus assigned, number of days worked, rate per day, total per Temporary Educator, and Grand Total due on or before the 15<sup>th</sup> of each month, and DISTRICT agrees to pay the invoice on or before the last day of the month.
    - c. Payment to Educator. District will not be obligated to pay any compensation of any kind directly to any Educator provided by JR3.
  3. District Authority. At any time DISTRICT informs JR3 that it does not want a specific Educator assigned to its campuses, JR3 shall remove the Educator and, if DISTRICT desires another temporary employee in that position, JR3 shall provide an acceptable Educator.
  4. Supervision and Policies. JR3 agrees that Educators assigned to DISTRICT will be subject to the same standards of conduct and work expectations as school district employees.
  5. Term and Termination. The Parties agree that the term of this Agreement will begin as of the Effective Date and extend until the end of the then-current school year ("Term"). Either party may terminate this Agreement at any time by providing 30 days written notice to the other party.
  6. Representations, Warranties, and Covenants. Each party represents, warrants, and covenants to the other party as follows:
    - a. each party has full right, power, and authority to enter this Agreement and to perform the duties and obligations contemplated by it;
    - b. to the best of each party's knowledge, the execution and delivery of this Agreement by each party does not (i) violate any terms or provision of any law or any order or judgment under which a party is bound or (ii) result in a violation or breach of, or constitute a default under, or give any person or entity any right of termination, cancellation, acceleration, or modification of any contract to which a party is a party;
    - c. each party will use its best professional efforts in performing and completing any duties assigned to the party in accordance with this Agreement; and
    - d. each party will perform all of its duties under this Agreement in a good and workman-like manner and in compliance with all federal and state laws.

7. Limitation of Warranty and Liability. JR3 MAKES NO WARRANTIES WITH REGARD TO THE INDIVIDUAL EDUCATORS OR SERVICES PROVIDED TO DISTRICT UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT. THE OBLIGATIONS SET OUT IN THIS SECTION SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
8. Independent Contractor. JR3 is an independent contractor as to DISTRICT, and JR3 is employer of all temporary Educators assigned to District under this Agreement for all purposes, including providing any fringe benefits and withholding required taxes from compensation paid to Educators by JR3.
9. Force Majeure. Nonperformance by JR3 will be excused to the extent that performance is rendered impossible by strike; flood; fire; governmental acts, orders or restrictions; or any other reason where failure to perform is beyond the control of and not caused by the negligence or intentional acts or omissions of JR3.
10. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.
11. Severability. If any provision of this Agreement is found to be invalid or unenforceable by a judicial decree or decision or in the opinion of the Texas Attorney General, the remainder of the Agreement will remain valid and enforceable according to its terms. WITHOUT LIMITING THE FOREGOING, THE PARTIES EXPRESSLY UNDERSTAND AND AGREE THAT ANY PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH. FURTHER, THE PARTIES EXPRESSLY UNDERSTAND AND AGREE THAT IF ANY REMEDY PROVIDED FOR IN THE AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET OUT IN THE AGREEMENT WILL REMAIN IN FORCE.
12. Notices. All notices required or permitted under this Agreement between parties must be in writing to the party's primary address listed in the preamble to this Agreement. Notices will be deemed duly served when personally delivered, by receipted delivery, to the party addressed or when sent by con-

firmed facsimile transmission, by registered or certified U.S. mail, or by overnight delivery. Notice is deemed received no later than five days after deposit in the U.S. mail or date of confirmed facsimile transmission.

13. General. This Agreement supersedes all prior written or oral understandings between JR3 and DISTRICT with respect to the services contemplated by the Agreement. Terms of the Agreement may be modified only in writing signed by both parties. This Agreement is governed by the laws of the State of Texas, and exclusive venue for any claim, suit, or action arising under this Agreement is in Taylor County, Texas. Time is of the essence in the parties' performance of all obligations under this Agreement.

**JR 3 EDUCATION ASSOCIATES, L.L.C.**

**WYLIE ISD**

By \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Name: Ray Templeton

Title: \_\_\_\_\_

Title: President, Wylie ISD Board of Trustees