



**AGREEMENT FOR CONDUCTING QUALITY SURVEYS FOR, MAINTENANCE &
OPERATIONS FUNCTIONS
relating to
TEXAS PUBLIC SCHOOL DISTRICTS**

This Agreement for Benchmark Data Analysis Services relating to Texas Public School Districts is made between Benchmark4Excellence, LLC (B4E) and _____ (“District”).

The intent of this Agreement is to provide a survey program for assessing service quality in the maintenance and operations areas to Texas Public School Districts.

1. B4E agrees to provide for the delivery of a quality survey program tied to benchmark data analysis services (the “Services”) to the District. B4E shall:
 - a. Collect survey responses 2 times per school year on operations and maintenance effectiveness from a representative number of staff employed by the District.
 - b. provide a *set of PowerPoint slides* which shall include:
 - a summary giving an overview of the survey results,
 - graphical representations of the District results and trends,
 - narratives identifying findings based on the data analysis where appropriate.
 - c. Where possible, tie the quality results to financial results and compare participating districts.
2. **The District shall:**
 - a. Provide an email list of “priority customers” and “customers” that will be asked to provide feedback.
 - b. Alert District personnel that a survey is coming and explain its purpose.
 - c. Insure no firewalls or other technology issues block the surveys from being received.
3. The Services under this Agreement, and all obligations of the parties, subject thereto, shall begin in September of 2009 and shall end on August 31, 2010.
4. District shall pay to B4E a fee (“Fee”) for the services set out above in the amount of \$1,200.00 for the first survey and \$800.00 for the second survey. Said fee is due 30 days from receiving an invoice from B4E. An invoice will be sent for each survey after the report has been provided to the district.
5. B4E shall commence delivery of Services to District after receipt of:
 - a. A signed contract with the District, and
 - b. A Purchase Order Number.

7. Nothing in this Agreement shall be construed to be a warranty of the Services by B4E, or to confer any liability on B4E that may result from the Services. B4E and District expressly agree that B4E's only function under this Agreement is to facilitate access to the Services. In no event shall B4E be liable for any damages whatsoever arising from the Services provided under this Agreement by Consultant.
8. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Venue for all claims between the parties under this Agreement shall be in Galveston County, Texas.
9. No amendment, modification, or alteration of the terms hereof shall be binding unless reduced to writing, dated subsequent to the date hereof and duly executed by the parties. In the event any one or more of the provisions of this Agreement shall be for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Letter of Agreement:

Either party may, without cause, terminate this Agreement at any time upon giving sixty (60) days advance written notice to (B4E). District will be responsible for payment for services completed up to and including the date that B4E receives notice from the District of the intent to terminate the agreement.

PLEASE COMPLETE ALL INFORMATION BELOW

District _____

Authorized District Representative's Signature

Date

P.O. # _____

Amount on P.O. _____

Contact Person

Phone Number

Email Address

Fax Number

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