Clint Independent School District
Software as a Service *(SaaS)* Agreement Routing Form

SBITA For Internal Use Only		
☐ Yes	☐ No	☐ N/A

INTERNAL USE ONLY *: Please remove this page* ***before*** *sending agreement to the vendor for review.*

NOTE: ALL PROPOSED AGREEMENTS MUST BE FORWARDED TO THE PURCHASING DEPARTMENT FOR REVIEW PRIOR TO APPROVAL BY THE SUPERINTENDENT.

Requestor Information

Name: _____ Phone: _____ Date: _____

Dept/Campus: _____ E-Mail: _____

Service Provider Information

Vendor/Company: _____ DBA: _____

Contact Name: _____ Phone: _____ E-Mail: _____

Address: _____ City: _____ State: Select Zip: _____

Agreement Questionnaire

Is access to Network Systems or Confidential Information required?
Will the service require access to Clint ISD network data? ○ Yes ○ No

Are student identifiers required? Student identifiers include but are not limited to: Student Name, DOB, ID Number. Will the service require access to Clint ISD network data? ○ Yes ○ No

Will this agreement be funded with federal grant funds?
If so, all federal grant documentation must be included within the agreement, to include EDGAR Certifications and Federal Addendum Agreement Provisions Page. ○ Yes ○ No

Student Data and Network Access Review.
CTO Notes: _____
Review Date: _____
Reviewed By: _____

Network Integration Safeguards.
Certificate of Insurance (COI) must be attached reflecting Cyber insurance coverage.
COI Exp: _____
Reviewed By: _____

Does this include Professional and Contracted Services / Consulting?
If so, the Additional Terms & Conditions page is required. ○ Yes ○ No

Account: _____ - _____ Agreement No.: _____ Commodity Code: _____

Notes: _____

_____

_____

Not to Exceed
Agreement Amount: $_____

Agreement Approval Routing

Instruction Lead
Name: Please Select Signature: _____ Date: _____

Director of Federal Programs
Name: Melissa Williams Signature: _____ Date: _____

Chief Operations Officer
Name: Anthony Prado Signature: _____ Date: _____

Chief Technology Officer
Name: Gisela Lucero Signature: _____ Date: _____

Procurement Designee
Name: _____ Signature: _____ Date: _____

Chief Financial Officer
Name: Dr. Jessie Cline Signature: _____ Date: _____

Superintendent
Name: Dr. Juan I. Martinez

Superintendent or Designee will sign execution section if approved.

Clint Independent School District
Software as a Service (SaaS) Agreement

All fields must be completed, if the field does not apply, please enter N/A.

Service Provider Information (Must match Skyward Profile)

Vendor/Company: _____ DBA: _____

Contact Name: _____ Phone: _____ E-Mail: _____

Address: _____ City: _____ State: Select Zip: _____

This agreement is entered into by and between Clint Independent School District, hereinafter referred to as "District", and the independent contractor, _____, hereinafter referred to as "Service Provider", for the provision of services.

Scope of Work/Specifications

Service Provider agrees to perform services as indicated below in a manner satisfactory to the District.
(Describe the services to be performed in the space below to included subscription dates and deliverables)

What is the name of the software? ◯ **New** ◯ **Renewal**

Who will use the software?

What will it be used for?

Why is the software needed and what does it support?

Co-op Contract Code: _____ **Co-op Contract Number:** _____

Services to be provided for (Dept/Campus) _____

during the period beginning on _____ and ending on _____.

This agreement shall NOT EXCEED THE SUM OF $ _____ as compenstation for services rendered.

All services shall be completed during the agreement term as noted above.

All payments due to the Service Provider shall be made by District check upon documentation required on a case by case basis. All documentation must be submitted in proper form.

Service Provider shall NOT be paid in advance. Verbal or written commitments are not guarantees without the issuance of an official District PO.

Service Provider will ensure remit to address is current.

All payments due to the Service Provider shall be made in accordance with District payment schedule. All payments to the Service Provider shall be NET30 day from the receipt of the invoice or delivery of service.

Clint Independent School District
Software as a Service (SaaS) Agreement

Agreement Terms

This agreement shall be effective as of the execution date specified below and shall end on the date as noted on Page 1, with or without cause. In the event of termination by District or Service Provider prior to completion of the agreement, compensation for services shall be prorated on the basis of actual services provided. The Service Provider shall only be entitled to receive just and equitable compensation for any satisfactory service provided up to the date of termination. This agreement may be canceled by either party with 30 days written notice via U.S. Postal Service or Electronic Mail (E-Mail).

Service Provider may not assign this agreement to a third party without the written consent of the District.

All pre-existing materials, software, and intellectual property of the Service Provider shall remain the sole property of the Service Provider. Any reports, deliverables, or work product specifically developed for the District under this agreement shall be owned by the District.

To the extent any Service Provider intellectual property is incorporated into the deliverables, Service Provider grants the District a non-exclusive, perpetual, royalty-free license to use such materials for its internal purposes. The Service Provider retains all the rights, title, and interest in its underlying software, tools, and methodologies.

This Agreement is governed by and shall be construed in accordance with the laws of the State of Texas. The parties shall comply with all applicable federal, State of Texas, and El Paso County laws, regulations, ordinances, and applicable board policies, including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended. This Agreement becomes effective upon execution by all authorized representatives of the parties and upon receipt of any approvals required by applicable law.

At the District's request, the Service Provider must provide the following to the District:
Certificate of Cyber Insurance coverage at the statutory limits of $1,000,000.

This agreement is funded through federal grant funds? ◯ Yes ◯ No Fund Code: _____

If yes, this agreement shall be subject to the Addendum Agreement Provision for Agreements Under Federal Laws.

Funding Out Clause:

In the event the agreement is awarded for a term greater than one year, it will be subject for approval at the commencement of each of the District's budget years. Service Provider agrees District has continuing right to terminate this agreement without notice at the end of a District budget period in which Service Provider agrees District has the continuing right to terminate this agreement without notice at the end of a District budget period in which funds for this agreement are not appropriated. In such event, the agreement may be terminated as soon as practicalbe after the event of non-appropriation or upon 30 days prior written notice, whichever provides the longest notice.

Hold Harmless:

Service Provider agrees to hold District harmless from any and all liability incurred by the District by reason of Service Provider's negligence or breach of contract, including, without limitation, damages of any kind and nature, out-of-pocket costs, and legal expenses.

This agreement does not constitute an authorization to provide services. This agreement must be accompanied by an approved purchase order. Any exceptions to the agreement terms shall be provided on a separate document and titles 'Addendum' and shall be submitted to the District for review and consideration.

Additional Clauses:

- _____
- _____

Department/Campus: _____

Name: _____ Administrative Signature: _____ Date: _____

Execution

IN WITNESS WHEREOF, District and Service Provider have AGREED and accepted this agreement, effective this _____ day of _____, _____ by a person Authorized by the School Board to bind District and by a person Authorized to bind the Service Provider.

Service Provider (Officer / Authorized Signer)

Name: _____ Signature: _____ Date: _____

Superintendent or Designee

Name: _____ Signature: _____ Date: _____

Account Information

Account: _____ - _____ Agreement No.: _____ Co-op Contract: _____

House Bill 89 VERIFICATION with House Bill 793 AMENDMENT

*Please select and complete **Option A or Option B** below but not both and complete all fields for the selected option*

Pursuant to Texas Government Code, Section §2270.001, 002 and Section 808.001: A governmental entity may not enter into an agreement with a Company for goods or services unless the agreement contains a written verification from the Company that it (1) does not Boycott Israel; and
(2) will not Boycott Israel during the term of agreement. Please review all items below.

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes;*
   and

2. *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

3. *This verification form applies only to an agreement that (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

Option A - Non Verification

Please sign here if your company does not meet the definition of item 2 or item 3 above but is entering into an agreement with Clint ISD and is not required by Texas Government Code for verification of item 1 above:

Date: _____

_____ _____ _____
[Person Name] *[Company or Business name]* Non Verification Signature:

Option B - Verification

I, _____ *,the undersigned representative of* _____
[Person Name] *[Company or Business name]*

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby

depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270 Section §2270.001, 002 and Section 808.001:

i) Does not boycott the country of Israel currently; and

ii) Will not boycott the country of Israel during the term of the contract the above named Company, business or individual with Clint Independent School District (Clint ISD), El Paso County, Texas

iii) Is entering in an agreement that: (a) is between a governmental entity (Clint ISD) and a Company with 10 or more full-time employees; and (b) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

Verification Signature: _____ Date: _____

Clint Independent School District

ADDENDUM AGREEMENT PROVISIONS FOR SaaS AGREEMENTS UNDER FEDERAL AWARDS

Federal Agreement Terms

All agreements under federal awards must meet federal, state, and local requirements. State requirements for all agreements under federal awards including the following:

- The agreement is only effective upon receipt by the District of the Notice of Grant Award (NOGA) from the federal/state awarding agency.
- The agreement period is aligned to the grant period of availability as stated on the NOGA from the federal/state awarding agency (period of availability)
- All services will be completed during the effective dates of the agreement.
- The Service Provider shall submit invoices for software deliverables upon delivery or as otherwise agreed in writing. The District shall pay each properly submitted invoice within thirty (30) days of receipt, subject to verification that the software and associated services have been delivered in accordance with this agreement and comply with all applicable federal funding requirements.
- The procurement requirements set forth in 2 CFR §§ 200.317 through 200.327, as applicable, have been followed in the solicitation and award of this Agreement.
- The agreement identifies the funding sources that will be charged for the services provided, including the specific amount and/or percentage of the total agreement amount to be charged to each funding source.
- The agreement identifies and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the agreement.
- Administrative costs charged to the grant in the agreement must comply with any limitations for administrative costs for funding sources (if applicable).
- The agreement specifies that the invoice provided by the Service Provider will also include the description, quantity, unit of measure, unit price, and extended price of services performed; agreement number and District purchase order number for services performed; payment terms; name of Service Provider official whom payment is to be sent (must be the same as in the agreement); name and phone number of the person to notify in the event of a defective invoice.

The Service Provider shall ensure that they are compliant with all applicable federal regulations which may include the following:

- Agreements over $10,000, must address termination for cause and for convenience by the District including the manner by which it will be affected and the basis for settlement.
- Agreements over $150,000 must address administrative, contractual, or legal remedies in instances where Service Providers violate or breach contract terms, and provide for such sanctions and penalties.
- Equal Employment Opportunity clause.
- Right to Inventions Made Under a Contract or Agreement clause if the federal award meets the definition of "funding agreement".
- Clean Air Act and Federal Water Pollution Contract Act clauses if the agreement is in excess of $150,000.
- Energy Policy and Conservation Act clause pertaining to mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan.
- Debarment and Suspension clause which prohibits awarding a agreement to a Service Provider who has been debarred, suspended or otherwise excluded from federal awards.
- Byrd Anti-Lobbying Amendment clause which applies to Service Providers that apply or bid for an award exceeding $100,000 must file the required certification.
- Procurement of Recovered Materials (2 CFR § 200.322)

If federal funds are utilized, the Service Provider must have a current EDGAR Certifications form on file at the District prior to the District issuing an approved purchase order.

Execution

IN WITNESS WHEREOF, District and Service Provider have AGREED and accepted this agreement, effective this _____ day of _____, _____, by a person Authorized by the School Board to bind District and by a person Authorized to bind the Service Provider.

Service Provider (Officer / Authorized Signer)

Name: _____ Signature: _____ Date: _____

Superintendent or Designee

Name: _____ Signature: _____ Date: _____

Agreement No.: _____