Clint Independent School District

Professional & Contracted Services Agreement Routing Form

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: Please Select Zip: _____

Agreement Questionnaire

Will the contractor be paid for their travel costs?
If so, review the 'Travel Procedurs' to very the maximum amount of payment for travel costs.
Or, the contractor may offer a total cost of professional service including their travel cost.
○ Yes ○ No

Construction Services: Will the agreement exceed $25,000 and/or $100,00 (NTP required)?
If so, a payment bond is required in excess of $25,000; performance bond is required over $100,00. Additionally, the project may require an engineer if over $8,000/$20,000 or an architect if over $50,000/$100,000 (CV Legal Policy)
○ 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. *If the services require labor and is over $2000, Davis Bacon Prevailing Wages addendum must be included.*
○ Yes ○ No

Will the contractor perform services on-site Clint ISD?
Have you discussed campus and building requirements (i.e heating/aire conditioning, security, contact with students, networks, etc.) with the appropriate dept.? ○ Yes ○ No ○ N/A
Background check: If no, the contractor must be supervised at all times: ○ Yes ○ No
Campus Admin/Supervisor Name: _____ ○ Yes ○ No

Will the contractor have direct, unsupervised contact with students?
Provide continuing services *(Work performed regularly or repeatedly)* ○ Yes ○ No
Have direct, unsurpervised contact with students. *(In-person or verbal interaction with students without constant supervision. Examples: coaches, tutors, and other recurring service providers.)* ○ Yes ○ No

Is this agreement for Amusement/Inflatable Devices (COL), Performance (COL/T&C), Guest Speaker (T&C), Catering (T&C), or Professional Development (T&C)?
Certificate of Liability (COL) must be attached for Amusement/Inflatable. ○ Yes ○ No
COI Exp: _____ T&Cs Signed: _____ Reviewed By: _____

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
Professional & Contracted Services Agreement

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

Contractor Information (must match Skyward Profile)

Vendor/Company: _____ DBA: _____

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

Address: _____ City: _____ State: Please 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 "Contractor", for the provision of services.

Scope of Work/Specifications

Contractor 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 schedules and deliverables)

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

Services to be performed at the following time and place(s):

Day(s): _____ Hour(s): _____

Location(s): _____

during the period beginning on _____ and ending on _____.

Compensation for Services

Once satisfactory to District, the services shall be paid to the contractor as noted below:

Amount $_____ ◯ per hour ◯ per day ◯ flat fee ◯ as detailed in scope ◯ per (describe) _____.

This agreement shall NOT EXCEED THE SUM OF $_____ as compensation for services rendered as noted above.

All services shall be completed during the agreement term as noted above.
If an extension is needed, approval of a Professional Services Agreement Modification will be required.

District ◯ shall ◯ shall not pay Contractor travel expenses as noted below:

$_____ per day
actual expenses (as verified with detailed receipts) subject to limits establish in the District's Travel Guidelines.

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

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

Contractor will ensure remit to address is current.

All payments due to Contractor shall be made in accordance with District payment schedule. All payments to the Contractor shall be NET30 days from the receipt of the invoice or delivery of services, whichever is later.

Clint Independent School District
Professional & Contracted Services 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 Contractor prior to completion of the agreement, compensation for services shall be prorated on the basis of actual work performed by the Contractor. Contractor shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up up to the date of termination. This agreement may be canceled by either party with 30 day written notice by U.S. Postal Service or Electronic Mail (E-Mail).

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

All information, materials and products developed pursuant to this agreement shall be the property of the District, and contractor shall not assert any claim in law or equity or assert any claim statutory, copyright or patent in such information materials and products without the prior written permission of the District.

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, and local laws, regulations, ordinances, and 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 Contractor must provide the following to the District:

- Certificate of Insurance for general liability, auto liability and workers compensation coverage at the statutory limits
- Criminal background check, at the Contractor's expense, of all employees employed under this agreement.
- A completed Pre-Services Affidavit, as required by Texas Education Code §22A.055, for any Contractor personnel who will provide services to the District.
- Compliance with all applicable fingerprinting requirements under Texas Education Code Chapter 22 for Contractor personnel assigned to perform services under this Agreement, at the Contractor's expense.

Construction/remodeling/public work agreement in excess of $25,000, require a payment bond and if in excess of $100,000, a performance bond shall also be executed. Both shall be executed for one hundred percent (100%) of the amount of the agreement before beginning the work.

Contractor affirms that this assignment does not create a conflict of interest with his/her present employer.

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

If yes, this agreement shall be subject to the Addendum Contract Provision for Contracts 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. Contractor agrees the 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 practicable after the event of appropriation of upon 30 days prior written notice, whichever provides the longest notice.

Hold Harmless:
Contractor agrees to hold District harmless from any and all liability incurred by District by reason of Contractor'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 begin work or provide services. This agreement must be accompanied by an approved purchase order.

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

Clint Independent School District
Professional & Contracted Services Agreement

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 a 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 a contract 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 a 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 a 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 CONTRACT PROVISIONS FOR AGREEMENTS UNDER FEDERAL AWARDS

Federal Contract Terms

All agreements under federal awards must meet federal, state, and local requirements. State requirements for all agreements under federal awards include 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 grand 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.
- All services will be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and paid on receipt of a proper invoice and verification of satisfactory agreement performance.
- 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.
- All professional services provided under the agreement will follow the provisions of 2 CFR §§200.459 ("Professional Service Costs").
- 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.
- 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 contractor 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 Contractor official whom payment is to be sent (must be the same as in the agreement); name and phone number of person to notify in the event of a defective invoice.

Contractor 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 effected and the basis for settlement.
- Agreements over $150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties.
- Equal Employment Opportunity clause.
- Davis-Bacon Act clause for construction agreements, including compliance and prevailing wages.
- Contract Work Hours and Safety Standards Act clause related to the computation of wages of every mechanic and laborer on the basis of a standard week of 40 hours.
- Rights to Inventions Made Under a Contract or Agreement clause if the federal awards 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 an agreement to a contractor who has been debarred, suspended or otherwise excluded from federal awards.
- Byrd Anti-Lobbying Amendment clause which applies to contractors 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.: _____

Clint Independent School District
Professional & Contracted Services Agreement

Terms of Agreement

1. Relationship of Parties: Consultant shall be an independent contractor and not an employee, in the performance and completion of his or her obligations under this Agreement. The parties agree that the District is interested solely in the results to be obtained from Consultant's services. Consultant acknowledges that any services rendered pursuant to this Agreement are and have been provided with the understanding that Consultant is an independent contractor for all purposes, including but not limited to payroll tax purposes. Accordingly, Consultant agrees to assume full responsibility for, and shall indemnify and hold the District harmless from any and all liability, claim, loss, expense (including attorney's fees and court costs) or cause of action arising out of or related to payment of all federal, state, and local taxes or contributions imposed or required by unemployment insurance, social security, and income tax laws, with respect to Consultant and any employees or agents of Consultant engaged in performance of this Agreement.

2. Insurance: Consultant agrees to procure and maintain in force, at its own expense, such insurance as will fully protect both Consultant and District from any and all claims of whatever kind or nature for damage to property or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement by Consultant or by anyone directly or indirectly engaged or employed by Consultant pursuant to this paragraph.

3. Extent of Service: Consultant agrees to devote reasonable time, attention, and energy to carry out its duties hereunder and shall do all things necessary, including the acquisition of equipment and facilities, as necessary, to perform the work in compliance with this Agreement.

4. Consultant's Responsibility and Warranty: Consultant will perform its services with diligence consistent with good professional and good workmanlike practices. The work to be performed by Consultant under this Agreement will be performed entirely at Consultant's risk. Consultant agrees to indemnify and hold District harmless from and against any and all liability or loss, and any and all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with Consultant's performance of this Agreement, including, but no limited to, any and all attorney's fees, court costs, and expenses incurred by the District in the defense of any such claims or actions.

5. Copyright: Consultant agrees that District shall be the copyright owner of all copyrightable works of every kind and description created or developed by Consultant, either individually or jointly with others, during the term of this Agreement, which works are created pursuant to the performance of Consultant's duties or relate to the subject matter of Consultant's engagement hereunder. Consultant further agrees, if so requested, at no expense to District, to execute written acknowledgements or assignments of copyright ownership of works covered by this Agreement as may be necessary to preserve or vest such rights in District.

6. Termination: If either party shall at any time default in the payment of any fee or commit any breach of any promise or agreement contained in this Agreement, and shall fail to remedy any such default or breach within five (5) days after written notice by the other party, the other party may at its option terminate its obligations under this Agreement with the exception of its obligations in Paragraph 2 and 7 hereof. By exercising its option to terminate its obligations under this Agreement, a party does not waive its right to damages for a breach previously committed by the other party.

7. Miscellaneous Provisions:

   a. Texas Law to Apply: This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas.

   b. Assignment: As provided in Paragraph 2 hereof, Consultant may subcontract or engage employees to perform Consultant's obligations hereunder; Consultant may not, however, assign this Agreement to a third party without the prior written consent of District. Any attempted assignment without the prior written consent of District shall be null and void.

   c. Legal Construction: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof.

   d. Prior Agreements Superseded: This Agreement constitutes the sole agreement of the parties hereto with regard to the matters herein stated and supersedes all prior or contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

   e. Failure to Enforce: The failure of either party to enforce at any time, or for any period of time, a provision hereof shall not be construed to be a waiver of such provision or the right of such party thereafter to enforce each and every such provision.

   f. Modification of Agreement: No modification, renewal, extension, or termination of this Agreement or any provision herein contained shall be binding upon the party against whom enforcement of such modification, renewal, extension or termination is sought, unless it is made in writing and signed on its behalf by its duly authorized officer or representative.

   g. Notices: Any notice, communication or statement required or permitted to be given hereunder shall be in writing and delivered to the address of the respective parties set forth or at such other address as the other party provides in writing.

Acknowledged by:

Vendor/Company: _____

Owner/Authorized Professional (Print Name): _____

Contractor Authorized Signature: _____ Date:_____

Agreement No.: _____