



Clint Independent School District Professional Services Contract Routing Form

SBITA For Internal Use Only		
Yes	No	N/A

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

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

Requestor Information

Name: _____ Phone: _____ Date: _____
Dept./Campus: _____ E-mail: _____

Contractor Information

Vendor/Company: _____ Phone: _____
Name: _____ Contact Name: _____ E-mail: _____
Address: _____ City: _____ State: _____ Zip: _____

Contract Questionnaire

Will the contractor be paid for their travel costs?

If so, review the 'Travel Procedures' to verify the maximum amount of payment for travel costs. Or, the contractor may offer a total cost of professional services including their costs. Yes No

Construction Services: Will the contract exceed \$25,000 and/or \$100,000 (NTP required)?

If so, a payment bond is required in excess of \$25,000; performance bond is required over \$100,000. Yes No N/A
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).

Will this contract be funded with federal grant funds?

If so, all federal grant documentation must be included within the contract, to include EDGAR Certifications and Federal Addendum Contract Provisions Page. Yes No

Will the contractor perform services on-site Clint ISD?

- Yes No N/A
- Have you discussed campus and building requirements (i.e. heating/air conditioning, security, contact with students, networks, etc.) with the appropriate dept.? Yes No
 - Background Check: If no, the contractor must be supervised at all times: Yes No
Campus Admin/Supervisor Name: _____

Is this contract 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 devices with \$1,000,000 minimum coverage and Clint ISD named as additional insured. (Review by COO is required). Yes No
Additional Terms & Conditions (T&C) must be attached for all other services. COL Exp.: _____ T&C Signed: _____
Reviewed By: _____

Is this contract for software?

If so, the Student Data Privacy Agreement must be included. Yes No

Account: _____ - _____ Contract No.: _____ Commodity Code: _____
Notes: _____ Not to Exceed _____
Contract Amount: \$ _____

Contract Approval Routing

Instruction Lead

Name: _____ 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: _____

Director of Procurement

Name: Veronica Campbell Signature: _____ Date: _____

Chief Financial Officer

Name: Dr. Jessie Cline Signature: _____ Date: _____

Superintendent

Name: Dr. Juan I. Martinez Superintendent will sign execution section if approved.



Clint Independent School District
Professional Services Contract

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

Contract Information (must match Skyward profile)

Vendor/Company: _____
DBA: _____ Phone: _____
Address: _____
City: _____ State: _____ Zip Code: _____

This contract 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 include schedules and any deliverables.)

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

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

Day(s): _____ Hours: _____

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 contract shall **NOT TO EXCEED THE SUM OF** \$ _____ as compensation for services rendered as noted above.

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

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

\$ _____ per day

actual expenses (as verified with detailed receipts) subject to limits established 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 guarantees 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 net 30 days from the receipt of the invoice or delivery of services, whichever is later.



Clint Independent School District
Professional Services Contract

Contract 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 contract, compensation for services shall be prorated on the basis of actual work performed by the Contractor. The Contractor shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination. This contract may be canceled by either party with 30 day written notice via U.S. Postal Service.

Contract may not assign this contract to a third party without the written consent of the District.

All information, materials and products developed pursuant to this contract shall be the property of School 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 School District.

This contract in all its particulars is subject to all El Paso County, State of Texas, and Federal laws, rules, regulations and ordinances including but not limited to Title VI of the Civil Rights Act of 1964, as amended. This contract shall be interpreted according to the laws of the State of Texas. This contract is valid upon signature by all legal parties (subject to all approvals required under Art. 6252-11c, Texas Civil Statutes, and Art. V of the current Texas General Appropriations Bill and all like to similar approval provisions as may be subsequently enacted).

At the District's request, the Contractor must provide the following to the District:

- Criminal background check, at the Contractor's expense, of all employees employed under this contract.
- Certificate of Insurance for general liability, auto liability and workers compensation coverage at the statutory limits.

Construction/remodeling/public work contracts 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 contract before beginning the work.

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

This contract is funded through federal grant funds: Yes No Fund Code: _____

If yes, this contract shall be subject to the Addendum Contract Provisions for Contracts Under Federal Awards.

Funding Out Clause:

In the event the Contract 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. Vendor agrees the District has the continuing right to terminate this contract without notice at the end of a District budget period in which funds for this Contract are not appropriated. In such event, the Contract may be terminated as soon as practicable after the event of non-appropriation or 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 contract does not constitute an authorization to begin work or provide services. This contract must be accompanied by an approved purchase order.

Additional Clauses:

Department/Campus: _____

Name: _____ Authorized Signature: _____ Date: _____

Execution

IN WITNESS WHEREOF, District and Contractor have AGREED and accepted this contract, effective this ____ day of _____, _____, by a person Authorized by School Board to bind District and by a person Authorized to bind Contractor.

Contractor (Officer/Authorized Signer)

Name: _____ Authorized Signature: _____ Date: _____

Superintendent

Name: Dr. Juan I. Martinez Authorized Signature: _____ Date: _____

Account Information

Account Number: _____ - _____ Contract No.: _____ Contract Code: _____



Clint Independent School District
Professional Services 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 a contract with a Company for goods or services unless the contract contains a written verification from the Company that it (1) does not Boycott Israel; and (2) will not Boycott Israel during the term of contract. 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 contract with the 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 the Clint Independent School District (Clint ISD), El Paso County, Texas
- iii) Is entering in a contract 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: _____

Contract No.: _____



Clint Independent School District
ADDENDUM CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

Contract Information

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

- The contract is only effective upon receipt by the District of the Notice of Grant Award (NOGA) from the federal/state awarding agency.
- The contract 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 contract.
- 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 contract performance.
- The regulations for procurement in 2 CFR §§200.318-23 are followed in issuing the contract.
- All professional services provided under the contract will follow the provisions of 2 CFR 200.459 ("Professional Service Costs").
- The contract identifies the funding sources that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
- The contract identifies and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the contract.
- The administrative costs charged to the grant in the contract must comply with any limitations for administrative costs for funding sources (if applicable).
- The contract 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; contract number and District purchase order number for services performed; payment terms; name of contractor official to whom payment is to be sent (must be the same as in the contract); name and phone number of person to notify in the event of a defective invoice.

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

- Contract 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.
- Contracts 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 contracts, including compliance with 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 work week of 40 hours.
- Rights 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 contract 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 contract 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 (200.322) clause.

If federal funds are utilized, the Contractor 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 Contractor have AGREED and accepted this contract, effective this ____ day of _____, _____, by a person Authorized by School Board to bind District and by a person Authorized to bind Contractor.

Contractor (Officer/Authorized Signer)

Name: _____

Authorized Signature: _____

Date: _____

Superintendent

Name: Dr. Juan I. Martinez

Authorized Signature: _____

Date: _____

Contract No.: _____



Clint Independent School District
Consultant & Professional Service

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 not 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: _____

Contract No.: _____

Additional Terms & Conditions (req'd for on-site services)

Updated: 02.20.2025