

MIDLAND INDEPENDENT SCHOOL DISTRICT
Standard Service Agreement

1. THIS SERVICES CONTRACT ("Agreement") is made and entered into by and between Midland Independent School District ("District"), 615 W. Missouri, Midland, Texas 79701 and _____ ("Service Provider"). All Service Providers who perform duties where students are regularly present are required to complete a criminal history authorization form and to fully comply with Texas Education Code 22.0834 prior to performing the services described in Section 2. (Exhibit A)
2. The District agrees to engage the Service Provider and the Service Provider agrees to perform personally in a manner satisfactory to the District, the following services (Scope of work): _____.
3. Unless discontinued earlier by the District, the services are to be performed on the following dates and places: _____ through _____ at _____ Midland, Texas.
4. Service Provider shall not be paid in advance. For services rendered, the District agrees to pay Service Provider: \$_____
 - a. Additional compensation will include: _____.
5. This contract may be terminated by the District at any time without cause and without penalty to the District. In the event of termination by the District or the Service Provider prior to completion of the contract, compensation shall be prorated on the basis of hours actually worked, and the Service Provider shall only be entitled to receive just and equitable compensation for any satisfactory work completed up to the date of termination.
6. Service Provider may not assign this contract to a third party without consent of the District. (Exhibit H)
7. The Service Provider is not an employee of the District, is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. The District shall not deduct Federal Income Taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the Service Provider.
8. The Service Provider agrees to hold the District harmless from any and all liability incurred by the District by reason of the Service Provider's negligence or breach of contract including, without limitation, damages of every kind and nature, out-of-pocket costs and legal expenses. Prior to performing any services hereunder, the Service Provider agrees to maintain insurance and provide an ACORD certificate as proof of the required coverage's. The District reserves the right to change such requirements for purposes of this contract. (Exhibit B)
9. The Service Provider agrees to comply with all state, federal and local laws, to the extent applicable to the services, including but not limited to FERPA (Family Educational Rights and Privacy Act), and the Equal Employment Opportunity Act. The Service Provider shall maintain all licenses and certifications required for performance of the services, as applicable.
10. The Service Provider shall retain any books, documents, papers and records which are directly pertinent to this contract, and shall make such materials available for audit and examination by the District or its agents, for the term of the contract and for a period of five years thereafter.
11. The Service Provider agrees to the Terms and Conditions in MISD's standard Purchase Order, with the terms of this Contract having priority in the event of any conflict. No terms and conditions proffered by the Service Provider or included in any exhibit prepared by the Service Provider are binding on the District unless restated in the main body of this contract.
12. PROVISIONS RELATED TO FEDERAL CONTRACTORS (EDGAR): This section is applicable only for services to be paid with federal funds. If federal funds will be used to pay for Services under this Agreement, the Parties understand and agree that this Agreement is subject to appropriation, approval, and disbursement of such funding by the United States federal government and its funding administrators, including, but not limited to, the Texas Education Agency. As applicable, the Parties agree to comply with any terms, conditions, and policies related to the use of federal funds, including, but not limited to, the Education Department General Administrative Regulations ("EDGAR") and any other requirements related to applying for, receiving, managing, and reporting federal funds. Contractor shall complete the "EDGAR Certification" attached as

Exhibit I and incorporated by reference. Noncompliance or misrepresentation regarding this certification may be grounds for termination of this Agreement. Notwithstanding any contrary provision of this Agreement, if MISD does not receive sufficient funding for Services under this Agreement, upon written notice to Contractor, MISD may terminate this Agreement without penalty or further obligation to Contractor at the end of the period for which funding is available.

All services contracts paid with federal grants shall be effective only during the period of availability of the funds identified in the Notice of Grant Award (“NOGA”). This Agreement is effective only after the NOGA is issued. This 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 contract. The administrative costs charged to the grant in the contract must comply with any limitations for administrative costs for funding sources (if applicable).

13. RELATIONSHIPS WITH FOREIGN ENTITIES: In accordance with Texas Government Code Chapter 2252, Subchapter F, Contractor certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, the Government of Iran, the Government of Sudan, or a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Contractor further certifies and verifies that, pursuant to Texas Government Code Chapter 2270, neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the “Contractor Companies”), boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement.
14. DEBARMENT OR SUSPENSION: Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients). Contractors receiving individual awards of \$25,000 or more and all subrecipients must certify that their organization and its principals are not suspended or debarred by a federal agency. If certification is required of Contractor, then Contractor shall complete a Suspension and Debarment Certification, attached hereto as Exhibit J and incorporated by reference herein. Contractor shall complete an updated Suspension and Debarment Certification upon each renewal of this Agreement, if any.

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This document also incorporates the following Exhibits – (A) Service Provider Criminal Background Certification, (B) ACORD Certificate of Liability Insurance, (C) Conflict of Interest Questionnaire (If applicable), (D) Conflicts Disclosure Statement, (E) Felony Conviction Notification (If applicable), (F) W-9, (G) Service Provider’s Quote or Invoice (if applicable), (H) Use of Subcontractor, and (I) Edgar Certification for Vendors (if applicable), (J) Suspension and Debarment Certification (if applicable)

Midland ISD

Service Provider

Budget Manager: _____

Budget Manager Signature: _____

Campus/Dept.: _____

Date: _____

Approved by: _____

Printed Name: _____

Title: _____

Date: _____

Printed Name: _____

Rep. Name: _____

Signature: _____

Date: _____

Address: _____

Phone: _____

Email: _____