

Service Agreement

Effective Date: _____

Contract No. _____

Socorro Independent School District
Campus/Dept. _____
12440 Rojas Drive
El Paso, TX 79928

Contractors: _____
Name: _____
Address: _____

Attn: _____

Services: The Services to be provided under this Agreement are set forth in Exhibit "A" Scope of Services, attached hereto and incorporated herein for all purposes.

Completion Date: _____

Compensation: _____

RECITALS

This Service Agreement is made and entered into by the District and Contractor as of the Effective Date.

WHEREAS, District desires that Contractor provide the Services, and Contractor desires to provide the Services to and for the benefit of the District;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Contractor agree as follows:

AGREEMENT

- Provision of Services. Contractor shall provide all necessary personnel, equipment, material, supplies, and facilities in the performance of the Services. Contractor shall perform the Services with that standard of professional care, skill, and diligence customarily and ordinarily provided in the performance of similar services.
- Term. Unless otherwise terminated in accordance with the provisions set forth herein or by mutual written agreement of the parties, the initial term of this agreement shall begin on the Effective Date, and continue through the Completion Date, unless otherwise extended or terminated by the parties.
- Termination. District may terminate this Agreement at any time upon thirty (30) days prior notice. Either party has the right to terminate this Agreement if the other party is in default of any obligation hereunder. Contractor shall be entitled to compensation for services rendered through the effective date of termination.
- Payment of Compensation. District shall pay the Compensation to Contractor in accordance with the payment terms set forth above, provided that, if no payment terms are specified payment shall be made in accordance with Chapter 2251 of the Texas Government Code. Contractor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: Campus/Department: SISD Fine Arts
- No Assignment or Delegation. This Agreement, and the rights and obligations set forth herein, are for personal services and may not be assigned or delegated by either party without the express written consent of the other party.
- Property Rights. District shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature that may be produced in connection with this Agreement or the Services. Contractor agrees that such works are "works for hire" and assigns all of Contractor's right, title, and interest to District.
- FERPA. If Contractor has access to students' educational records, Contractor shall limit its employees' access to the records to those persons for whom access is essential to the performance of the Services. Contractor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.
- Public Information. District shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Contractor shall make public information available to District in an electronic format.
- Required Posting of Contracts on Website. Contractor acknowledges and agrees that District is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.
- Relationship of Parties. Contractor shall, at all times, act as an independent contractor and not as a partner, employee, or agent of District. Contractor shall not act or hold himself out to third parties as a partner, employee, or agent of District in the provision of the Services. District shall not have or exercise such control over the manner in which the Services are provided as would jeopardize the status of Contractor as an independent contractor. District will not withhold federal or state income tax or Social Security tax on behalf of Contractor. In addition, Contractor shall have no claim under this Agreement or otherwise against District for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor shall have the exclusive responsibility for the payment of all such taxes and arrangements for insurance coverage and shall discharge such responsibility fully. In the event the Internal

Revenue Service or any other governmental agency should question or challenge the independent contractor status of Contractor, the parties hereto mutually agree that both Contractor and District shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of by whom such discussion or negotiation is initiated.

11. Non-Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute

a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

12. Indemnity. Contractor agrees to indemnify and hold harmless District and its regents, officers, agents, and employees, from and against any liability, losses, or damages it may suffer as a result of claims, demands, causes of action, costs, or judgments against it arising out of Contractor's arising out of any act or omission by Contractor in the provision of the Services.

13. Breach of Contract Claims Against District. District is required by law to provide notice that Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving, goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used by the Contractor to attempt to resolve all of its disputes arising under this Agreement.

14. Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas, and venue for any suit filed against District shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

15. SB252- Certification Regarding Terrorist Organizations. Pursuant to Sections 2252.151-.154 of the Texas Government Code, the Contractor hereby 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, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

16. HB89 - Certification Regarding Boycotting of Israel. Pursuant to Sections 2270.001-.002, 808.001-.006, .051-.057, .101-.102 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

17. Confidentiality and Safeguarding of District Records: If awarded a Contract/Agreement, Contractor must maintain confidentiality and security compliance requirements with respect to District Records subject to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"). Health Insurance Portability and Accountability Act ("HIPAA", Public Law No. 104-191) and the Gramm-Leach-Bliley Act ("GLB", Public Law No. 106-102), on any records (1) created, (2) obtained, (3) stored, (4) used (5) received from or on behalf of District, or (6) have access to, records or record systems (collectively, "District Records"). Among other things, District Records may contain names, addresses, social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Federal or Texas Laws.

18. Incorporation and Entire Agreement. This Agreement incorporates the usual and customary District purchase order, activity funds and the terms, conditions, and notices contained therein are included herein for all purposes. This Agreement, including any exhibits or addenda identified and incorporated by reference herein, and the corresponding District purchase order constitute the entire agreement between the parties and contain all the agreements between the parties with respect to Contractor and the provision of the Services. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals to be effective as of the date first written above.

SOCORRO INDEPENDENT SCHOOL DISTRICT

CONTRACTOR NAME

By: _____

Signature: _____

Date: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A" SCOPE OF SERVICES
(Quote or Proposal may be attached)