

2026-2027 Contract Services to Perform

**between Dublin ISD
and Education Service Center Region XIV**

This agreement {"Contract"} is entered into by the Dublin ISD and Education Service Center Region XIV, located at 1850 Highway 351, Abilene, Texas 79601.

Dublin ISD Superintendent: Melissa Kay Summers

Education Service Center Region XIV Executive Director: Chris Wigington

Period of Performance: September 1, 2026 - August 31, 2027

Table of Contents

Terms and Conditions	3
Signatories / Merger	10
Shared Service Arrangements / Cooperatives	11
As Needed Services	12
Contracted Services & Funding Sources	16
Proprietary Purchase	17
Statements of Work	18

West Texas Food Service Coop	19
Ascender Business Software and Support Services	21
Ascender Student Software and Support Services	23
Bilingual/ESL	26
Counselor Consortium	27
Curriculum Consultant	28
School Counselor & Mental Health Services	29
Texas Student Data System Support (TSDS)	30
TSDS Coordinator Services	35

Terms and Conditions

I. Services, Standards of Performance and Contract Administration

EDUCATION SERVICE CENTER REGION XIV shall provide the services and the deliverables described herein in the manner required by all of the following documents, as applicable:

1. This Contract
2. Shared Service Arrangement
3. Cooperatives
4. Contracted Services Funding Sources
5. Proprietary Purchase
6. Statements of Work

The applicable documents bear a footer with a "Contract #" that matches this Contract and are attached to and incorporated as part of this Contract for all purposes. All of these documents constitute the Standards of Performance for this Contract.

In the case of conflicts between this Contract and any of the above exhibits, the following shall control in this order of priority:

1. This Contract
2. Shared Service Arrangement
3. Cooperatives
4. Contracted Services Funding Sources
5. Proprietary Purchase
6. Statements of Work

{ISD} shall designate the Superintendent to monitor this Contract. The Superintendent will serve as the point of contact between the {ISD} and EDUCATION SERVICE CENTER REGION XIV. The Superintendent shall supervise {ISD} review of EDUCATION SERVICE CENTER REGION XIV technical work, deliverables, draft reports, the final report, payment requests, schedules, financial budget administration and similar matters.

II. Funding

This Contract is a commitment of {ISD's} current revenues only. {ISD} shall make its best efforts to obtain and appropriate funds for payment of its obligations under this Contract. {ISD} may terminate this Contract at the expiration of each budget period during the term of this Contract if {ISD's} governing body does not appropriate sufficient funds for payment of {ISD's} obligations under this Contract. {ISD} shall make best efforts to provide reasonable written advance notice to EDUCATION SERVICE CENTER REGION XIV of any such Contract or order termination. In the event of such a termination, EDUCATION SERVICE CENTER REGION XIV shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination, either on the particular order if an order is being terminated, or the Contract, if the Contract is being terminated. {ISD} shall be liable for payments limited only to the portion of work the {ISD} authorized in writing and which EDUCATION SERVICE CENTER REGION XIV has

completed, delivered to the {ISD}, and which has been accepted by {ISD}. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

III. Personnel

{ISD} authorizes EDUCATION SERVICE CENTER REGION XIV personnel to provide services under this Contract. EDUCATION SERVICE CENTER REGION XIV, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties.

IV. Payments

EDUCATION SERVICE CENTER REGION XIV shall provide invoices to {ISD} for Commodities/Services provided/performed. All services shall be invoiced monthly beginning September thru May after services have been received and such invoices shall only be paid upon verification of receipt of services received. Subject to the foregoing, {ISD} must make all payments in accordance with the Texas Prompt Payment Act, Government Code, Chapter 2251.

V. Term and Termination

This Contract shall become effective September 1, 2026, signed by the appropriate official of {ISD} and shall expire on August 31, 2027, unless otherwise sooner terminated as provided in this Contract. Notwithstanding the termination or expiration of this Contract, the provisions of this Contract regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of this Contract.

Convenience

Either party may, in its sole discretion, terminate this Contract upon forty-five {45} days' written notice to the other party. Such notice may be provided by facsimile or certified mail return receipt requested and is effective upon Contractor's receipt. In the event of such termination by {ISD}, EDUCATION SERVICE CENTER REGION XIV shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. {ISD} shall be liable only for payments for any goods or services ordered from EDUCATION SERVICE CENTER REGION XIV before the termination date.

Cause/Default

If EDUCATION SERVICE CENTER REGION XIV fails to provide the goods or services contracted for according to the provisions of the Contract or fails to comply with any terms or conditions of the Contract, and EDUCATION SERVICE CENTER REGION XIV fails to correct such failure within forty-five (45) days of receiving written notice from {ISD}, {ISD} may, upon written notice of default to EDUCATION SERVICE CENTER REGION XIV, terminate this Contract.

Survival of Terms

Termination of the Contract for any reason shall not release either party from liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice and fees verification.

VI. Reasonable, Allowable, and Necessary Costs

{ISD} is responsible for determining whether any costs under this Contract are reasonable, allowable, and necessary. At a minimum, {ISD} acknowledges the following:

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. {ISD} purchasing procedures adhere to Texas Government Code and Texas Education Agency's Financial Accountability Reporting Standard Guide resulting in all purchases being made at the best value.

Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the governmental unit. Costs associated with State and Federal Grants are identified in the grant application and approved. Local budgets are approved by the Board for allowable costs.

The restraints or requirements imposed by such factors as: sound business practices; arms length bargaining; Federal, State and other laws and regulations; and, terms and conditions. Market prices for comparable goods or services.

For costs to be allowable they must meet the following factors: Costs must be necessary and reasonable for proper and efficient performance and administration. Costs associated with State and Federal Grants are identified in the grant application and approved. Local budgets are approved by the Board for allowable costs. Be authorized or not prohibited under Federal, State or local laws or regulations. Is consistent with policies, regulations, and procedures that apply uniformly to awards and other activities of the {ISD}. Cost cannot be charged as both direct and indirect. The cost must also be allowable according to the generally accepted accounting principles.

A cost is necessary for proper and efficient performance of state/federal grants and local programs. Federal and State grants require specific objectives to accomplish the intent of federal and/or state dollars. {ISD} identifies tasks to accomplish objectives within the grant applications. Necessary costs are identified in the grants to implement activities to accomplish the objectives.

VII. Confidentiality and Public Information

Notwithstanding any provisions of this Contract to the contrary, EDUCATION SERVICE CENTER REGION XIV understands that {ISD} will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. {ISD} agrees to notify EDUCATION SERVICE CENTER REGION XIV in writing within a reasonable time from receipt of a

request for information related to EDUCATION SERVICE CENTER REGION XIV work under this contract. EDUCATION SERVICE CENTER REGION XIV will cooperate with {ISD} in the production of documents responsive to the request. This Contract and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act.

VIII. Insurance and Other Security

EDUCATION SERVICE CENTER REGION XIV represents and warrants that they have the following insurance coverage: Standard Worker's Compensation Insurance covering all personnel who will provide services under this Contract; Commercial General Liability Insurance, personal injury, and advertising injury with, at a minimum, the following limits: \$50,000 minimum each occurrence; \$1,000,000 per general aggregate.

EDUCATION SERVICE CENTER REGION XIV represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with an "A" rating from Best, and authorized to provide the corresponding coverage. EDUCATION SERVICE CENTER REGION XIV also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty {30} days prior written notice. EDUCATION SERVICE CENTER REGION XIV represents and warrants that it shall maintain the above insurance coverage during the term of this Contract, and shall provide {ISD} with an executed copy of the policies immediately when requested.

IX. Dispute Resolution

The dispute resolution process provided for in the Texas Government Code, Chapter 2260 shall be used by {ISD} and EDUCATION SERVICE CENTER REGION XIV to resolve any dispute arising under the Contract.

X. Representations, Warranties, and General Provisions

10.1 HUBs

EDUCATION SERVICE CENTER REGION XIV represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Government Code, Chapter 2261 if and to the extent applicable.

10.2 Amendments

This Contract may be amended only upon written agreement between {ISD} and EDUCATION SERVICE CENTER REGION XIV; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio.

10.3 Applicable Law; Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

10.4 Assignments

Neither party may assign this Contract, in whole or in part without the written consent of the other party.

10.5 Severability Clause

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

10.6 No Waiver

Nothing in this Contract shall be construed as a waiver of the state's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. {ISD} does not waive any privileges, rights, defenses, or immunities available to {ISD} by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

10.7 Independent Contractor

EDUCATION SERVICE CENTER REGION XIV or their employees, representatives, agents, and any subcontractors shall serve as an independent contractor in providing the services. EDUCATION SERVICE CENTER REGION XIV or their employees, representatives, agents, and any subcontractors shall not be employees of {ISD}. Should EDUCATION SERVICE CENTER REGION XIV subcontract any of the services required, EDUCATION SERVICE CENTER REGION XIV expressly understands and acknowledges that in entering into such subcontract{s}, {ISD} is in no manner liable to any subcontractor{s} of EDUCATION SERVICE CENTER REGION XIV.

10.8 Limitation on Authority; No Other Obligations

EDUCATION SERVICE CENTER REGION XIV shall have no authority to act for or on behalf of {ISD} or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. EDUCATION SERVICE CENTER REGION XIV may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or {ISD}.

10.9 Supporting Documents, Retention; Right to Audit; Independent Audits

EDUCATION SERVICE CENTER REGION XIV shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor.

10.10 Equal Opportunity

EDUCATION SERVICE CENTER REGION XIV represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

10.11 Financial Interests; Gifts

EDUCATION SERVICE CENTER REGION XIV represents and warrants that neither EDUCATION SERVICE CENTER REGION XIV nor any person or entity that will participate financially in this Contract has received

compensation from {ISD} or any agency of the State of Texas for participation in preparation of specifications for this Contract. EDUCATION SERVICE CENTER REGION XIV represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with this Contract.

10.12 Felony Criminal Convictions

EDUCATION SERVICE CENTER REGION XIV represents and warrants that EDUCATION SERVICE CENTER REGION XIV has not and their employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, EDUCATION SERVICE CENTER REGION XIV has fully advised {ISD} as to the facts and circumstances surrounding the conviction.

10.13 Notices

Any written notices required under this Contract will be by either hand delivery to EDUCATION SERVICE CENTER REGION XIV's office address specified on Page 1 of this Contract or by U.S. Mail, certified, return receipt requested, to 1850 Highway 351, Abilene, Texas 79601, of, for notice to {ISD}, at the {ISD's} regular mailing address or other address identified in this Contract. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

10.14 Force Majeure

Neither EDUCATION SERVICE CENTER REGION XIV nor {ISD} shall be liable to the other for any delay in, or failure of performance, of any requirement arising from force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three {3} business days of the existence of such force majeure, or otherwise waive this right as a defense.

10.15 Work Made for Hire

For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of EDUCATION SERVICE CENTER REGION XIV.

10.16 Prohibited Use of Appropriated or other Funds under Control of State Agency; Lobbying

EDUCATION SERVICE CENTER REGION XIV represents and warrants receipt of appropriated or other funds under any of this or any resulting agreement are not prohibited by Government Code §556.005 or §556.008.

10.17 Immigration

EDUCATION SERVICE CENTER REGION XIV represents and warrant that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verifications forms for any Individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) enacted on September 30, 1996.

XII. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.

XIII. Merger

This Contract contains the entire agreement between Education Service Center Region XIV and Dublin ISD and supersedes any prior understandings or oral or written agreements between Dublin ISD and Education Service Center Region XIV on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Contract and any attachments shall be valid unless in writing and executed by Dublin ISD and Education Service Center Region XIV.

By: Melissa Kay Summers

Name: Melissa Kay Summers
Superintendent
Dublin ISD

Date: July 22, 2026

By: 

Name: Chris Wigington
Executive Director
Education Service Center Region XIV

Date: July 23, 2026

Contract # 2142 - Contract for Services

Program	Units	Fee	\$ Adjusted fee	\$ Local funding	\$ State funding	\$ Federal funding
Ascender Business Software and Support Services		19,440.00	19,440.00	19,440.00	0.00	0.00
Ascender Student Software and Support Services		29,160.00	29,160.00	29,160.00	0.00	0.00
Bilingual/ESL		1,300.00	1,300.00	1,300.00	0.00	0.00
Counselor Consortium	4 users	650.00	650.00	650.00	0.00	0.00
Curriculum Consultant	5 days	7,500.00	7,500.00	7,500.00	0.00	0.00
School Counselor & Mental Health Services	5 days	3,500.00	3,500.00	3,500.00	0.00	0.00
Texas Student Data System Support (TSDS)		5,150.00	5,150.00	5,150.00	0.00	0.00
TSDS Coordinator Services		20,000.00	20,000.00	20,000.00	0.00	0.00
		TOTALS	\$86,700.00	\$86,700.00	0.00	0.00