



CONSULTING AGREEMENT

RELATED TO SCHOOL CONSULTING SERVICES

By and Between

**SOUTH SAN ANTONIO INDEPENDENT
SCHOOL DISTRICT**

and

MOAK, CASEY & ASSOCIATES, INC.

January 2021

MOAK, CASEY & ASSOCIATES, INC., hereinafter called “Consultant or Firm,” agrees to provide various consulting activities and products as detailed below in Part I of this consulting agreement (“Agreement”) in return for fees as enumerated below to **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**, (“SSAISD” or “District”). The Services include the following components, as indicated.

PART I. SERVICES

Consultant shall:

- 1.1 Provide advice and assistance for SSAISD staff in areas including, but not limited to: Audit and Financial Compliance, Financial System Development and Reporting, Monitoring SSAISD Board Meetings, Academic Tracking, Monitoring and Reporting, Providing Professional Learning Services, and Providing Board Training.
- 1.2 Provide other services related to the above matters as agreed to by the parties.

PART II. GENERAL PROVISIONS

In performing these Services, Consultant and the SSAISD agree to the following additional terms and conditions:

- 2.1 Consultant shall be available for direct consultation with the SSAISD, but shall maintain primary contact with a person designated by the SSAISD.
- 2.2 The SSAISD shall provide for the reproduction and dissemination of major reports or other written materials.
- 2.3 Services provided by Consultant shall be provided by direct staff of Consultant or through resources under subcontract.

- 2.4 The SSAISD shall provide Consultant with necessary background information relating to financial and other pertinent data.
- 2.5 Information obtained by Consultant from the SSAISD shall remain confidential unless authorization for the release of the information has been approved by an authorized representative of the SSAISD.
- 2.6 Consultant is not an employee of SSAISD, and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. SSAISD 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 Consultant.
- 2.7 Nothing in this Agreement shall be construed to prevent Consultant from entering into agreements with individual school SSAISDs or other education groups regarding financial planning and related services.
- 2.8 No provision of this Agreement shall be construed to prevent Consultant from undertaking sponsored research or services on Texas statewide school finance issues.
- 2.9 No provision of this Agreement shall be construed to entitle the SSAISD to access to general statewide finance modeling services and analyses prepared by Consultant except as covered under Part I.
- 2.10 If Consultant undertakes any activity specified in sections 2.7-2.9 that represents a potential conflict of interest, Consultant shall notify and work with the SSAISD to resolve the matter.
- 2.11 This Agreement shall be in force from February 1, 2021 through July 31, 2021, unless sooner terminated. The parties may agree to modify the scope of the project.
- 2.12 This Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other party. In the event of termination, fees shall be payable through the date of termination only.
- 2.13 This Agreement shall be governed by the laws of the State of Texas and venue for all purposes incident to this Agreement shall lie in Travis County, Texas.
- 2.14 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the SSAISD or Consultant.
- 2.15 In the event that SSAISD is required to furnish information or records compiled by Consultant in the performance of this Agreement pursuant to the Texas Public Information Act, Consultant shall furnish such information and records to SSAISD and SSAISD shall have the right to release such information and records.
- 2.16 SSAISD does not waive or relinquish any governmental immunities or defenses on behalf of itself and its trustees, officers, employees, or agents as a result of the execution of this Agreement and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any officer, director, employee or representative of SSAISD.

- 2.17 The Parties agree that, after the initial Term of this Agreement, this Agreement may be renewed on an annual basis for two additional one-year terms.
- 2.18 Consultant affirms that it does not and will not boycott Israel during the term of the contract. (Required by Texas Gov't Code §2270)

PART III. FEES

- 3.1 The basic fee for this project shall be \$8333.34 monthly not to exceed \$100,000 annually plus expenses.
- 3.2 Fees will be billed in equal monthly invoices for the 12-month term of this Agreement, plus expenses.
- 3.3 Actual expenses shall include, but not be limited to:
- 3.3.1 all travel costs;
 - 3.3.2 mileage is reimbursed at the rate of 57.5¢/mile, or at such other rate as may be set by the Internal Revenue Service from time to time; and
 - 3.3.3 such other expenses as may be approved by SSAISD.
- 3.4 Payment shall be due upon receipt of an invoice for same.

PART IV. NOTICES AND MAILINGS.

- 4.1 Official communications, except as otherwise noted, shall be considered delivered to the SSAISD if mailed to the following, or to such other address as may be designated, in writing, from time to time:

Dr. Marc Puig, Superintendent of Schools
SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
1450 Gillette Blvd.
San Antonio, TX 78224

- 4.2 Payments and other official communications shall be considered delivered to Consultant if mailed to the following, or to such other address as may be designated, in writing, from time to time:

MOAK, CASEY & ASSOCIATES, INC.
901 S. Mopac Expressway
Bldg. III, Suite 310
Austin, TX 78746



SSAISD:

SOUTH SAN ANTONIO INDEPENDENT
SCHOOL DISTRICT

Printed Name: _____
Title: _____

Date: _____

CONSULTANT:

MOAK, CASEY & ASSOCIATES, INC.

Lynn M. Moak
Partner

Date: _____