

Professional Services Agreement

This Professional Services Agreement (“Agreement”) is entered into as of _____ by and between _____, a public school district organized under the laws of Texas with its principal office located at _____ (“School District”), and the Texas Association of School Business Officials, a nonprofit organization organized under the laws of Texas with its principal office located at 5920 W. William Cannon Dr. Bldg. 1, Austin, Texas 78749 (“TASBO”). The School District and TASBO are collectively referred to as the “Parties” and individually as a “Party.”

Recitals:

WHEREAS, the School District is committed to the professional development of its employees and recognizes the importance of sharing knowledge and expertise within the educational community;

WHEREAS, TASBO is dedicated to enhancing educational outcomes for school administrators and business officials through collaboration and the dissemination of best practices in education;

WHEREAS, both Parties believe that the training and mentoring of school administrators and business officials will lead to improved educational practices and outcomes;

WHEREAS, the School District employs qualified individuals who can provide valuable training and mentoring services to TASBO’s members;

WHEREAS, TASBO desires to engage the School District to provide such services under the terms and conditions set forth in this Agreement;

WHEREAS, the School District, and public education in general, benefit from the education, networking, and leadership opportunities school administrators and business officials receive through their involvement in TASBO’s programs;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the benefits of which have value to both Parties, the Parties agree as follows:

1. Scope of Services

The School District, at its discretion and upon request by TASBO, agrees to provide, subject to mutually agreeable terms, qualified presenters, instructors, speakers, content writers/reviewers, or advisors to TASBO to support its educational and/or leadership programs. The presenters, instructors, speakers, content writers/reviewers, and/or advisors will perform services as outlined in Exhibit A, attached hereto and incorporated by reference. The Parties agree that School District employees shall not be considered officers, employees, agents, or partners of TASBO when performing services under this Agreement and are not entitled to benefits of any kind or nature normally provided to employees of TASBO.

2. Remuneration

TASBO agrees to compensate the School District for the services of instructors, presenters, and content writers/reviewers according to the schedule set forth in Exhibit B, attached hereto and incorporated by reference. Payments shall be made within thirty (30) days of receipt of a reimbursement request.

3. Travel Reimbursement

TASBO shall reimburse for reasonable travel expenses incurred by presenters, instructors, speakers, content writers/reviewers and advisors in the performance of their duties under this Agreement. Reimbursement shall be subject to the conditions and process detailed in Exhibit C, attached hereto and incorporated by reference.

4. Term and Termination

4.1 Term

This Agreement shall commence on _____ and shall continue in effect until for one (1) year, unless sooner terminated in accordance with this Agreement. At the end of each one-year term, this Agreement shall automatically renew for successive one (1) year terms.

4.2 Termination

Either Party may terminate this Agreement for any reason upon thirty (30) days written notice to the other Party. Additionally, either Party may terminate this Agreement immediately upon written notice if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach.

5. Confidentiality

Each Party agrees to maintain the confidentiality of any proprietary or confidential information disclosed by the other Party in connection with this Agreement. Such information shall not be disclosed to any third party without the prior written consent of the disclosing Party, except as required by law.

6. Liability and Indemnification

6.1 Liability

Each Party shall be responsible for its own acts and omissions and those of its employees, agents, and contractors.

6.2 Indemnification

To the extent permitted by law, each Party agrees to indemnify, defend, and hold harmless the other Party from and against any and all claims, liabilities, damages, and expenses (including reasonable attorneys' fees) to the extent arising out of the indemnifying Party's performance under this Agreement, and except to the extent caused by the negligence or willful misconduct of the indemnified Party.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.

8. Miscellaneous Provisions

8.1 Amendments

This Agreement may be amended only by a written agreement signed by both Parties.

8.2 Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, return receipt requested, or sent by a recognized overnight courier service, to the addresses set forth above or to such other address as a Party may designate by notice.

8.3 Dispute Resolution

In the event of any dispute arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the dispute through good faith negotiations. If the dispute cannot be resolved through negotiations, the Parties agree to submit the dispute to mediation before resorting to litigation.

8.4 Declarations

TASBO agrees that neither it nor its employees currently boycott Israel and will not boycott Israel during the term of this contract. TASBO certifies that neither it nor its employees do and will not do business with any foreign terrorist organization listed on the Texas Comptroller's during this contract. TASBO agrees that it does not discriminate against or boycott firearm entities or associations or energy companies.

8.5 Entire Agreement

This Agreement, including all exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS

BY: Tracy Ginsburg

NAME: TRACY GINSBURG

TITLE: EXECUTIVE DIRECTOR

DATE: 08.11.2025

SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Exhibits:

- Exhibit A: TASBO Services
- Exhibit B: Remuneration Schedule
- Exhibit C: Travel Reimbursement Rates, Conditions and Process

Exhibit A

TASBO Services

Certification Course Instructor - Delivery of six hours of instruction. Instructors shall utilize existing TASBO Curriculum and are expected to prepare by reviewing TASBO-provided course materials and present the content on the course date. Anticipated time commitment for preparation and delivery is nine (9) hours (3 hours to prepare and 6 hours to deliver the content).

Curriculum Reviewers – Requires review of developed materials for accuracy. Anticipated time commitment is four (4) hours.

Curriculum Writers – Development of new content due to significant changes in policy or business practices. Anticipated time commitment is six (6) hours.

Workshop Presenter – Presenter utilizes existing content and/or develops and delivers workshops in the areas of school finance and operations, leadership and management. Workshops are designed to be delivered over a three- or six-hour period. Anticipated time commitment for preparation and delivery is five (5) hours for a three-hour workshop (2 hours to prepare and 3 hours to deliver content) and nine (9) hours for a six-hour workshop (3 hours to prepare and 6 hours to deliver content).

Fundamentals Presenter - Presenter utilizes existing content and/or develops and delivers a fundamentals workshop in the areas of school finance and operations. Fundamentals workshops are designed to be delivered over a six-hour period. Anticipated time commitment for preparation and delivery is nine (9) hours (3 hours to prepare and 6 hours to deliver content).

Academy Speaker – Speaker creates and delivers a one- to two-hour presentation on a current issue impacting the profession. Anticipated time commitment for preparation and delivery is two (2) hours for a one-hour presentation (1 hour to prepare and 1 hour to deliver content) and four (4) hours for a two-hour presentation (2 hours to prepare and 2 hours to deliver content).

Advisors:

Committee Officer – Committee Officers facilitate quarterly virtual committee meetings and provide input for conference offerings. In odd numbered years, the Chair and/or Vice-Chair shall be asked to attend and participate in a one- to two-day Leadership Retreat.

Affiliate Officer – Affiliate Officers facilitate regional virtual or in-person affiliate meetings and participate in quarterly webinars regarding the management of their affiliate. In odd numbered years, the Chair and/or Vice-Chair shall be asked to attend and participate in a one- to two-day Leadership Retreat.

Award of Merit/Award of Excellence Reviewer – Subject matter experts are asked to review and approve the applications submitted for award. Anticipated time commitment for participation is eight (8) hours.

RISE/Ambassador Award Reviewer – Former board members are asked to interview upcoming leaders of the association for recognition at the annual conference. Anticipated time commitment for participation is eight (8) hours.

Exhibit B

Remuneration

Honorarium Schedule

Certification Course Instructor

- Master Instructor \$750.00
- Solo Instructor \$750.00
- Co-Instructor \$375.00
- Intern Instructor \$375.00

Workshop Presenter

- 6-Hour Workshop – Solo Presenter \$750.00
- 6-Hour Workshop – Co-Presenter \$375.00
- 3-Hour Workshop \$375.00

Fundamentals Presenter

- Solo Presenter \$750.00
- Co-presenter \$375.00

Curriculum Writers \$750.00

Curriculum Reviewers \$750.00

Non-Monetary Consideration

In lieu of the honoraria listed above, the District may choose to receive non-monetary consideration as follows:

Master and Solo Instructor at Conference Event

- If the employee is assigned to one (1) course/event at Engage or Summer Solutions Conference, TASBO will offer the District the following:
 - Conference registration fee for the instructor or designated employee
 - One (1) additional night lodging at the Conference for the instructor or designated employee
- If the employee is assigned to two (2) or more courses/events at Engage or Summer Solutions Conference, TASBO will offer the District the following:
 - Conference registration fee for the instructor or designated employee
 - Up to three (3) additional nights lodging at the Conference, as applicable, for the instructor or designated employee

Co-instructor /Intern Instructor at Conference Event

- If assigned to one (1) or two (2) courses/events at Engage or Summer Solutions Conference, TASBO will offer the District the following:

- Engage Conference registration fee for the instructor or designated employee, with no additional lodging

Instructor at Non-Conference Event

- If assigned to one (1) or two (2) courses at a non-conference event, TASBO will offer the District the following:
 - Registration for one or two non-conference TASBO events for the instructor or designated employee, as applicable, with no additional lodging

Workshop Presenter

- If assigned to one (1) or more three-hour workshops at a non-conference event, TASBO will offer the District the following:
 - Registration for one non-conference TASBO event for the presenter or designated employee, as applicable, with no additional lodging
- If assigned to one (1) six-hour workshops as a solo presenter at Engage or Summer Solutions Conference, TASBO will offer the District the following:
 - Engage Conference registration fee for the presenter or designated employee
 - One (1) additional night lodging at the Conference for the presenter or designated employee
- If assigned to one (1) or more six-hour workshops as a co-presenter at a non-conference event, TASBO will offer the District the following:
 - Registration for one non-conference TASBO events, as applicable, for the presenter or designated employee with no additional lodging

Fundamentals Presenter

- If assigned as a solo presenter for Fundamentals, TASBO will offer the District the following:
 - Engage Conference registration fee for the presenter or designated employee
 - One (1) additional night lodging at the Conference for the presenter or designated employee
- If assigned as a co-presenter for Fundamentals, TASBO will offer the District the following:
 - Registration for one non-conference TASBO event, as applicable, for the presenter or designated employee with no additional lodging

Non-monetary fee considerations may be transferred to other individuals in the district. All credits expire on August 31st of the year immediately following the date of service.

Exhibit C

Travel Reimbursement Rates, Conditions and Process

Instructors, presenters, speakers, content reviewers/writers, and advisors shall utilize the reimbursement form provided by TASBO and are eligible for the following reimbursement of direct expense per event, as applicable:

- One night's lodging
- Airfare or mileage at current US General Services Administration (GSA) rates
- One day of per diem at current US General Services Administration (GSA) rates