

CONTRACT FOR MANAGEMENT REVIEW SERVICES

This is an Agreement between the Texas Association of School Business Officials (hereinafter referred to in this Agreement as "TASBO" or "the Team"), 2538 South Congress, Austin, Texas 78704, and Keller ISD (hereinafter referred to in this Agreement as the "DISTRICT"), for the provision of management review services to the District. TASBO and the District are collectively referred to in this Agreement as the "Parties."

RECITAL

The purpose of this Agreement is to state the terms and conditions under which TASBO will provide management review services for the DISTRICT and the compensation to be paid by Keller ISD to TASBO for said services. In consideration of the mutual promises contained in this Agreement, TASBO and the DISTRICT agree as follows:

SERVICES PROVIDED

1. TASBO will provide the services of a TASBO representative to coordinate a management review as outlined in the proposal attached as Exhibit A and incorporated by reference into this Agreement for all purposes.
2. The purpose of the review is to evaluate the Purchasing Operations of the District. The informal evaluation is NOT a comprehensive analysis of the DISTRICT nor functions examined.
3. The Team will perform the following functions as required by the department(s) under review:
 - a. review the material requested by TASBO and provided by DISTRICT staff members
 - b. study other relevant written material provided by the DISTRICT.
 - c. interview personnel at the DISTRICT.
 - d. inspect facilities
 - e. observe the on-going activities of the department evaluated as well as related departments
 - f. analyze operational procedures.
4. The DISTRICT agrees to make available to the Team all documentation, facilities and records, along with access to personnel as necessary for the provision of the management review services.

5. The DISTRICT agrees to provide a self-evaluation report prior to the Team's scheduled visit to the DISTRICT. (TASBO will provide Guidelines.)

6. The DISTRICT understands the limited nature and scope of the TASBO management review. THE DISTRICT UNDERSTANDS THAT THIS IS NOT A COMPLIANCE AUDIT.

7. Upon completion of the on-site evaluation, TASBO representative(s) will prepare a final written report summarizing all recommendations and findings within six (6) weeks of receiving any additional information from the DISTRICT needed to complete the report.

8. The Project Director will make a presentation to the Board of Trustees, if requested, to communicate findings and recommendations. (This will be at an additional charge.)

CONFIDENTIALITY

9. All information given by the DISTRICT to TASBO will be kept in the strictest confidence by TASBO and its employees to the extent permitted by law.

FEE

10. The DISTRICT shall pay TASBO the sum of \$14,470.00 for the management review services described herein within thirty (30) days of submission of the written report.

TERM OF AGREEMENT

11. The term of this Agreement shall begin on a date to be determined between TASBO and the DISTRICT. Extension of the term may be arranged by mutual written agreement between the parties.

ATTORNEY'S FEES AND COSTS

12. Pursuant to Texas Local Government Code, Section 271.159, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

MISCELLANEOUS PROVISIONS

Texas Law to Apply

13.A. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Parties Bound

13.B. This Agreement shall be binding on and enure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, when permitted by this Agreement.

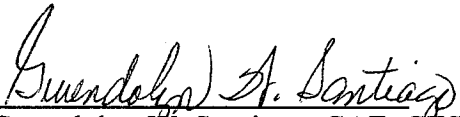
Legal Construction

13.C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained in it.

Prior Agreements Superseded

13.D. This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

Executed on the ____ of _____, 2007.


Gwendolyn W. Santiago, CAE, CTSBA
Executive Director
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