



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: January 27, 2021

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Purpose:             Presentation/Report       Recognition       Discussion/ Possible Action

Closed/Executive Session     Work Session     Discussion Only     Consent

From: Dr. Marc Puig, Superintendent

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Item Title: Professional Services Consulting Agreement with Kevin Rasco

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Description: Independent consulting contract requiring Board approval.

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Historical Data: None

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Recommendation: To approve the item as presented

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District Goal/Strategy:

Select a Goal or Strategy

Funding Budget Code and Amount:    199-41-6299 xxx    \$100,000 (not to exceed)

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APPROVED BY:

SIGNATURE

DATE

Chief Officer:

\_\_\_\_\_

\_\_\_\_\_

CFO Funding Approval:

\_\_\_\_\_

\_\_\_\_\_

Superintendent:

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\_\_\_\_\_

**PROFESSIONAL SERVICES  
CONSULTING AGREEMENT**

*By and Between*

**SOUTH SAN ANTONIO INDEPENDENT  
SCHOOL DISTRICT**

and

**KEVIN RASCO**

**KEVIN RASCO** hereinafter called “Consultant” 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, in accordance with the provisions of Texas Education Code §44.031(f) agrees to provide SSAISD, during the term of this Agreement, the following professional services:

- 1.1 Provide advice and assistance to SSAISD staff in multiple areas of District academic performance including, but not limited to: a.) advanced magnet school research, design, and implementation; b.) development of innovative academic programs within and among SSAISD campuses and implementation of those programs; c.) development and implementation of enhanced program offerings within the District’s career and technology program offerings; d.) research and report upon successful programmatic offerings in other districts and educational programs; e.) development and implementation of innovative program enhancements for existing academic program inventories; and,
- 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 the Superintendent or other person designated by the Superintendent.
- 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 Consultant or through resources under a SSAISD-authorized subcontract.
- 2.4 The SSAISD shall provide Consultant with access to necessary background information relating to student academic performance and preferences 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 other school districts or other education groups regarding academic planning and related services.
- 2.8 No provision of this Agreement shall be construed to prevent Consultant from undertaking sponsored research or services on academic innovation issues.
- 2.9 If Consultant undertakes any activity specified in sections 2.7-2.8 that represents a potential conflict of interest, Consultant shall notify and work with the SSAISD to resolve the matter.
- 2.10 This Agreement shall be in force from [REDACTED], 2021 through December 31, 2021, unless sooner terminated. The parties may agree to modify the scope of the project.
- 2.11 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.
- 2.12 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 Bexar County, Texas.

- 2.13 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.
- 2.14 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.
- 2.15 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.
- 2.16 The Parties agree that, after the initial term of this Agreement, this Agreement may be renewed on an annual basis for up to two (2) additional one-year terms.
- 2.17 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 Consultant's daily fee for those services described in Part I, above shall be \$400.00 per day, not to exceed \$100,000.00, in consulting fees, but exclusive of expense reimbursements paid under paragraphs 3.2 and 3.3, below.
- 3.2 Fees will be billed in monthly invoices for the term of this Agreement, plus any accrued 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 approved SSAISD rate; and
  - 3.3.3 such other expenses as may be approved in writing 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:

KEVIN RASCO  
9003 Chaminada Drive  
San Antonio, Texas 78224

SSAISD:

CONSULTANT:

SOUTH SAN ANTONIO INDEPENDENT  
SCHOOL DISTRICT

KEVIN RASCO

By: \_\_\_\_\_  
Gilbert F. Rodriguez, President  
Board of Trustees

\_\_\_\_\_  
Kevin Rasco  
Consultant

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Stacey E. Alderete, Secretary  
Board of Trustees