

AGREEMENT FOR PROFESSIONAL EDUCATIONAL CONSULTING SERVICES

This agreement for Professional Educational Consulting Services (“Agreement”) is by and between Becky S. Decker, LLC (“Consultant”) and Era ISD (“District”). Consultant and District may be referred to individually as “party” and collectively as “parties”.

Recitals

WHEREAS Consultant, is in the business of providing educational products and services as set forth in section 2 (“Services”) to public school districts; and

WHEREAS the Consultant desires to render professional Services to the District and District wishes to receive from Consultant on the terms and conditions provided in the Agreement.

NOW THEREFORE, for good and valuable consideration and in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

Term and Termination

1. This Agreement is effective upon the date specified in Section 16 of this Agreement and shall automatically terminate at 11:59 pm Central Standard Time on June 30, 2020 unless otherwise terminated according to the terms set forth herein. Consultant or District may terminate this Agreement for any or no reason at any time by giving 30 days’ prior written notice. Any fee due to the Consultant at the time of an early termination shall be prorated against the number of days remaining in this Agreement. In the event of early termination, District shall be liable for paying only that prorated fee to Consultant for products and Services provided up to the effective date of termination.

Services

2. Technical assistance Services to be rendered by the Consultant to District during the Term hereof shall consist of the following:
 - 2.1 Communication with District personnel shall be made through the superintendent, assistant superintendent, federal programs director and/or business manager unless otherwise agreed to by the parties to this Agreement.
 - 2.2 Provide the following technical assistance as related to federal programs:
 - 2.2.1 Information on rules, regulations, and contacts for federal programs, fiscal, and compliance issues implemented by the District
 - 2.2.2 Questions regarding program(s) expenditures and reports, District/Campus Improvement Plans, federal fiscal monitoring,
 - 2.2.3 Expertise in the following areas of the Elementary and Secondary Education Act (“ESEA”)/Every Student Succeeds Act (“ESSA”):
 - 2.2.3.1 Comprehensive Needs Assessment and Campus Improvement Plans (Best Practices)
 - 2.2.3.2 Program outcomes
 - 2.2.3.3 Program compliance monitoring
 - 2.2.3.4 ESSA Validation process
 - 2.2.3.5 Most recent changes/guidance of ESEA/ESSA

- 2.2.4 Provide guidance on ESEA/ESSA Parent and Family Engagement
 - 2.2.4.1 Campus and District parent and family engagement policies
 - 2.2.4.2 Required notifications
 - 2.2.4.3 School-Parent Compacts
 - 2.2.4.4 Homeless services and policies
 - 2.2.4.5 Foster Care services/policies

- 2.2.5 Consult with the District in the processes of preparation, submittal, negotiations and amendments, as needed, for ESEA/ESSA-no charge for application assistance:
 - 2.2.5.1 Title I, Part A Improving Basic Programs (if independent project)
 - 2.2.5.2 Title II, Part A Teacher, Principal, Training and Recruiting Fund (if independent project)
 - 2.2.5.3 Title I, Part C Migrant Education (if independent project)
 - 2.2.5.4 Title III Limited English Proficient (if independent project)
 - 2.2.5.5 Title IV SSAE (if independent project)
 - 2.2.5.6 Title V Part B Subpart II Rural and Low Income (if independent project)

- 2.2.6 Technical Assistance through consultation with the District in the process of preparing and submittal of program evaluations for the following:
 - 2.2.6.1 Gun Free Schools Report for District and appropriate campuses
 - 2.2.6.2 Title I, Part A Improving Basic Programs (if independent project)
 - 2.2.6.3 Title II, Part A Teacher, Principal, Training and Recruiting (if independent project)
 - 2.2.6.4 Title I, Part C Migrant Education (if independent project)
 - 2.2.6.5 Title III Limited English Proficient (if independent project)
 - 2.2.6.6 Title IV SSAE (if independent project)
 - 2.2.6.7 Title V Part B Subpart II Rural and Low Income (if applicable)
 - 2.2.6.8 Private Schools Compliance Report (if and only if no private schools participate)
 - 2.2.6.9 Title IX Unsafe School Choice

2.3 Communication with the District through the following:

- 2.3.1 Email
- 2.3.2 Phone
- 2.3.3 FAX
- 2.3.4 Mail
- 2.3.5 On-site visits when appropriate
- 2.3.6 Attend conferences and provide information (ie: ACET, Committee of Practitioners, Mid-Winter)

2.4 Collaborate with administrators in the completion and submission of:

- 2.4.1 All ESEA/ESSA Consolidated Federal grant programs
- 2.4.2 District Equity Data Survey – PR1500

- 2.4.3 District Equity Plan
 - 2.4.4 Provide ESSA Checklist for required activities
 - 2.4.5 Provide documents for Title IA Annual Parent Meeting
 - 2.4.6 Provide evaluation and planning documents for Site-Base teams
 - 2.4.7 Provide Performance Based Monitoring (“PBM”) activities by the following:
 - 2.4.7.1 Provide assistance with ESSA PBM and ICR Intervention as it relates to program compliance implementation
 - 2.4.8 Needs, Priorities and Program Outcomes – SC3001
 - 2.4.9 TEA ESSA random validations (CNA, CIP, Parent and Family Engagement Policy, Translation Policy, Supplement not Supplant methodology)
- 2.5 State Compensatory Education – no charge since it is a State Program
- 2.5.1 Provide current guidance on identification and programs from ACET presentations
 - 2.5.2 Provide guidance on the submission of required District and Campus Improvement Plans

Use of Agents or Assistants

- 3. This Agreement is strictly for the Services by the Consultant.

Invoices, Fees and payment

- 4. In consideration of the Services to be rendered under this Agreement, the Consultant will be entitled to a fee equal to 7% of the Title I, Part A planning entitlement amount and a cap at \$ 10,000.00 even if 7% exceeds \$10,000.00 plus reimbursement for expenses to be paid in the following manner:
 - 4.1 District shall pay Consultant per the terms set forth on the applicable invoices(s). Invoices will be submitted quarterly for Services rendered and include Services provided, dates of Service and location where Services were rendered. For the avoidance of doubt, the invoices will be submitted by Consultant to District the quarter following the quarter in which Services are rendered.
 - 4.2 District agrees to pay Consultant out of the fund sources(s) as required by law. The fund sources are set forth in Attachment A (attached herto and incorporated herein).

Additional Travel by Consultant at the Request of District

- 5. For District requested travel beyond three on-site visits during the Term. Consultant shall be entitled to be reimbursed for a daily rate of five-hundred dollars (\$500.00) plus Travel Expenses (defined, below) related to the carrying out of this Agreement. If the Consultant is requested to perform additional/extra services beyond the devotion of time (as described in Section 6, below) the Consultant shall be entitled to be reimbursed for Travel Expenses related to such request. Consultant shall be reimbursed for Travel Expenses at the rate applicable to public school employees at the time the reimbursement is sought. The parties agree that the following Travel Expenses associated with providing the Services as set forth herein are not included in the fee set forth in Section 4 of the Agreement but shall be reimbursed to the Consultant by the District as reimbursable expenses (“Travel Expenses”):

- 5.1 Airfare, lodging, rental car, fuel, airport parking, mileage on personal car, public transportation
- 5.2 Lodging expenses at the actual cost incurred by Consultant. Consultant will make a reasonable effort to stay at the hotel at which the requested meeting or conference is located.
- 5.3 Other expenses including but not limited to tuition of conferences, meals and incidentals.

Devotion of Time

- 6. The Consultant will devote the time that is commercially reasonable for a satisfactory performance of her duties under the Agreement. The Consultant will travel to District at Consultant's expense up to three (3) on-site visits during the Term.

Limitation of Liability

- 7. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE LIABILITY OF CONSULTANT AND ITS EMPLOYEE, AGENTS, MEMBERS, OWNERS, AND SERVICE PROVIDERS SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY DISTRICT TO CONSULTANT UNDER THIS AGREEMENT DURING THE TERM HEREOF. CONSULTANT SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR AMOUNTS FOR LOSS OF INCOME, PROFITS OR SAVINGS, LOSS OF DATA ARISING OUT OF OR RELATING TO ITS/HIS/HER PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT EVEN IF THE PARTY AGAINST WHOM LIABILITY IS SOUGHT TO BE IMPOSED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. IN NO EVENT SHALL ANY EMPLOYEES, MANAGER OR MEMBERS OF CONSULTANT BE PERSONALLY LIABLE FOR ANY CLAIMS, ACTION, SUITE OR PROCEEDING ARISING UNDER OR IN ANY WAY RELATING TO THIS AGREEMENT. DISTRICT SHALL TURN ONLY TO CONSULTANT FOR ANY REMEDIES AT LAW OR AT EQUITY SOUGHT FOR ANY ACTIONS OR OMISSIONS ARISING UNDER OR IN ANY WAY RELATING TO THIS AGREEMENT.

Indemnification

- 8. The District agrees to fully indemnify, defend and hold Consultant harmless from and against any and all costs, charges and expenses whatsoever incurred or sustained by the Consultant in connection with any claim, action, suit or proceeding to which she may be made a party or have asserted against her by reason of her being or having been a consultant for the District or having acted or being claimed to have acted on behalf of the District in such capacity, to the fullest extent permitted by the laws of the State of Texas, provided and to the extent that Consultant acted in good faith, in a manner Consultant reasonably believed to be in the best interests of the District and Consultant had reasonable cause to believe such conduct was lawful or no reasonable cause to believe such conduct was unlawful and not violative of third person or entity rights. The Consultant shall be obligated to notify the District as soon as the Consultant receives any notice of claims to which this indemnification applies and to cooperate fully with District in response to and defense of the same.

9. District shall not share, distribute or disseminate any advice provided by Consultant to District (whether oral or written) or documentation provided by Consultant without the prior written consent of Consultant (which such consent shall be at the sole discretion of Consultant).

Entire Agreement

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

Successors and Assigns

11. Subject to the provisions regarding assignment, this Agreement is binding on and inures to the benefit of the parties to it and their respective successors, and assigns.

Attorney's Fees

12. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

Disputes

13. This Agreement, and the rights and duties of the parties under it, are governed by the laws of the State of Texas. The parties agree that any legal proceeding regarding this Agreement shall be brought in Lubbock County, Texas. Any claim arising out or related to the Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Lubbock County, Texas, unless another location is mutually agreed upon by the parties hereto. Agreement reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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 fees, costs, and necessary disbursement in addition to any other relief to which (s)he or it may be entitled.

Amendment

14. This Agreement may be amended only by the mutual agreement of the parties to it, in a writing signed by the parties to be attached to and incorporated in this Agreement.

Legal Construction

15. In the event that any one or more of the provisions contained in this Agreement is for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Additional Information

16. The delivery of these Services as described in this Agreement is contingent upon:
- 16.1 The provision of proper and timely responses and required information and/or documentation as requested by the Consultant.
 - 16.2 Should sufficient funds, responses or information not be received, the delivery of Services must necessarily be reduced accordingly.
 - 16.3 Parties agree that if federal funds are used to pay for Services rendered by Consultant, this Agreement identifies and lists only those Services that are reasonable, necessary, and allocable to be provided during the period of availability for the federal funding sources listed in the Agreement.
 - 16.4 Parties agree that if federal funds are used to pay for Services, federal competitive procurement processes, such as those set forth in 2CFR 200.318-323 were followed in securing the Agreement.
 - 16.5 Parties agree that if federal funds are used to pay for Services rendered by Consultant, cost for all professional Services provided under the Agreement shall comply with 2CFR 200.459.
 - 16.6 The parties acknowledge and agree that any payments made for Services rendered by Consultant shall be made from current revenues available to District and be aligned to the grant period of availability as stated on the Notice of Grant Award (“NOGA”).
 - 16.7 The parties agree that the fees herein charged fairly compensate the Consultant for the Services provided and Services set forth in the Agreement are provided during the term of the Agreement.
 - 16.8 Parties agree that the Agreement shall be effective upon the later of:
 - 16.8.1 July 1, 2019 or
 - 16.8.2 Date District receives the 2019-2020 NOGA from the awarding agency providing source funding for the payments and effective date of grant period.

Becky S. Decker, LLC

By: Becky S. Decker

Jeremy Thompson, Superintendent

ATTACHMENT A

Quarterly invoices will be sent via email to the district the first of October, January, April, and July. Each invoice will include:

- services rendered for the previous quarter, dates of services and location of services
- fund sources charged for technical assistance
- 211 Planning Amount
- Total contract amount for 2019-2020
- Amount charged for each ESSA program for the year and quarterly

Title I, Part A (211) total= \$	(211) TIA Quarterly	\$
Title II, Part A (255) total= \$	(255) TIIA Quarterly	\$
Title IC, Migrant (212) total= \$	(212) TIC Quarterly	\$
Title III-LEP (263) total= \$	(263) TIII-LEP	\$
Title IV-SSAE (289) total= \$	(289) SSAE	\$

The District will be charged a total amount equal to 7% of the Title I, Part A planning entitlement for technical assistance services.

If the district pays for technical assistance services from local funds, ESSA Programs will not be charged for services rendered. The invoice will indicate that local funds will pay for services rendered.

For each program area the district applies as “on own” a percentage charge for services rendered will be assessed. If Title IIA or IVA programs indicate 100% REAPd or 100% Transferability is used to meet the intents and purposes of TIA, those programs will not be charged a percentage for services. All services will be paid from Title IA.

If the calculated Title IA percentage is above the maximum of \$ 10,000.00, the district’s total contract amount will be \$10,000 with a Quarterly amount of \$ 2,500.00.

If the calculated Title IA percentage is below the minimum of \$ 3,000.00, the district’s total contract amount will be \$ 3,000.00 with a Quarterly amount of \$ 750.00.