



# MARBLE FALLS

Independent School District

**Meeting Date:**

**Meeting Type:**

**LOVE & INSPIRE**

Marble Falls ISD has an unyielding commitment to love every child and inspire them to achieve their fullest potential.

Lucio Consulting LLC  
244 FM 306 Ste 120-513  
New Braunfels, TX 78130 US  
admin@lucioconsultingllc.com



# Estimate

**ADDRESS**

Yarda Leflet  
Marble Falls ISD

**ESTIMATE # 1015**  
**DATE 05/09/2024**

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	In-Person Consulting Services	Q1 Model Lessons/PD - MS/EL	1	2,800.00	2,800.00
	In-Person Consulting Services	Q1 Model Lessons/PD - HS	1	2,800.00	2,800.00
	In-Person Consulting Services	Q2 Model Lessons/PD - MS/EL	1	2,800.00	2,800.00
	In-Person Consulting Services	Q2 Model Lessons/PD - HS	1	2,800.00	2,800.00
	In-Person Consulting Services	Q3 Model Lessons/PD - MS/EL	1	2,800.00	2,800.00
	In-Person Consulting Services	Q3 Model Lessons/PD - HS	1	2,800.00	2,800.00
	In-Person Consulting Services	Q4 Model Lessons/PD - MS/EL	1	2,800.00	2,800.00
	In-Person Consulting Services	Q4 Model Lessons/PD - HS	1	2,800.00	2,800.00

Quarterly Dates:

Q1 MS/EL: September 11 or 12, 2024  
Q2 MS/EL: October 30, 2024  
Q3 MS/EL: January 29 or 30, 2025  
Q4 MS/EL: February 26, 2025

Q1 HS: September 18 or 19, 2024  
Q2 HS: October 23 or 24, 2024  
Q3 HS: February 5 or 6, 2025  
Q4 HS: March 5 or 6, 2025

SUBTOTAL 22,400.00  
TAX 0.00  
TOTAL **\$22,400.00**

Accepted By

Accepted Date

ESTIMATE

Lucio Consulting LLC  
244 FM 306 Ste 120-513  
New Braunfels, TX 78130

admin@lucioconsultingllc.com  
+1 (512) 738-2908



Bill to  
Yarda Leflet  
Marble Falls ISD

Estimate details  
Estimate no.: 1017  
Estimate date: 07/02/2024

Contract Number: TBD

#	Product or service	Description	Qty	Rate	Amount
1.	In-Person Consulting Services	Technical training on content site	1	\$2,800.00	\$2,800.00
2.	In-Person Consulting Services	Capacity building for content site	4	\$2,800.00	\$11,200.00
Total					\$14,000.00



This service agreement (the "Agreement") is made effective upon contract execution, by and between Lucio Consulting LLC and Marble Falls ISD (Yarda Leflet).

## **THE PARTIES AGREE AS FOLLOWS:**

### **SCOPE OF SERVICES**

1.1 Lucio Consulting LLC will provide Marble Falls ISD (Yarda Leflet) with consulting services as mutually agreed upon and described in the attached Statement of Work. All consulting services to be provided hereunder will be referred to as Services. The parties may use this Agreement for multiple Statements of Work. Each Statement of Work must reference this Agreement.

1.2 A Statement of Work will be a written document setting forth at a minimum:

- a. a complete, sufficiently detailed description of the types of Services to be rendered.
- b. the applicable billing rates for the Services to be rendered (service fees).
- c. any additional terms and conditions to which the parties may agree.

1.3 The parties contemplate that it may be desirable to make changes to the Statement of Work. Before performing any work associated with any such change, a written change order shall set forth the necessary revisions to the Statement(s) of Work, and the parties, shall agree in writing that such work constitutes a change from the original Statement of Work, as amended, and that they further agree to the change provisions set forth in the change order.

### **SERVICES AND FEES AND EXPENSES**

2.1 Marble Falls ISD (Yarda Leflet) shall be responsible for all service fees as identified in the applicable Statement(s) of Work (and change orders, as applicable) as those Services are provided.

2.2 Lucio Consulting LLC will invoice Marble Falls ISD (Yarda Leflet) for the service fees at the conclusion of each service milestone. Marble Falls ISD (Yarda Leflet) agrees to remit full payment to accounts payable promptly upon its receipt of the invoice.

### **TERM AND TERMINATION**

3.1 This Agreement shall commence as of the Agreement date above and shall remain in force through April 30, 2025.

### **PROPRIETARY RIGHTS: CONFIDENTIAL INFORMATION**

4.1 Lucio Consulting LLC agrees that the work products from the Services provided to Marble Falls ISD (Yarda Leflet) shall be owned by Marble Falls ISD (Yarda Leflet), excluding content as described in sections 4.5 and 4.6. However, nothing contained in this section 4.1 shall be construed as prohibiting Lucio Consulting LLC from utilizing knowledge and experience of a general nature acquired in the performance of Services for Marble Falls ISD (Yarda Leflet) to create variations of deliverables for use with other clients.

4.2 Confidential information includes all information identified by a disclosing party as proprietary and confidential, which confidential information shall remain the sole property of the disclosing party unless the



ownership of such confidential information is otherwise expressly set forth in the Agreement. Items will not be considered confidential information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the confidential information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

Lucio Consulting LLC acknowledges and agrees that, subject to the terms of this Agreement, any and all work products, materials, documents, software, designs, reports, and other tangible or intangible deliverables (collectively referred to as "Deliverables") created, developed, or produced as a result of the Services provided to Marble Falls ISD (Yarda Leflet), shall be owned exclusively by Marble Falls ISD (Yarda Leflet), excluding content as described in sections 4.5 and 4.6. Lucio Consulting LLC hereby assigns and transfers to Marble Falls ISD (Yarda Leflet) all rights, title, and interest, including any intellectual property rights, in and to the Deliverables.

4.3 Notwithstanding the ownership provisions of Section 4.2, Lucio Consulting LLC shall be granted a non-exclusive, non-transferable, irrevocable license to use the Deliverables for the sole purpose of performing the Services under this Agreement. This license shall extend for the duration of this Agreement and does not terminate upon its expiration or earlier termination. Lucio Consulting LLC may also create variations of the Deliverables for use with other clients, provided that no confidential or proprietary information of Marble Falls ISD (Yarda Leflet) is disclosed or used in violation of the terms of this Agreement, excluding content as described in sections 4.5 and 4.6.

4.4 Lucio Consulting LLC retains the right to utilize its knowledge, skills, techniques, methodologies, and experience of a general nature acquired or developed during the course of providing Services to Marble Falls ISD (Yarda Leflet) ("General Knowledge") for its business purposes. This may include, but is not limited to, the application of such General Knowledge in providing services to other clients, including the creation of variations of Deliverables, provided that no confidential or proprietary information of Marble Falls ISD (Yarda Leflet) is disclosed or used in violation of the terms of this Agreement.

4.5 Professional development materials, presentations, and related content delivered by Lucio Consulting LLC to Marble Falls ISD (Yarda Leflet) during the provision of Services shall not be owned by Marble Falls ISD (Yarda Leflet). Lucio Consulting LLC retains all rights, title, and interest in such materials and presentations. There shall be no recordings of the delivery of these materials without the prior written consent of Lucio Consulting LLC.

Upon request, Lucio Consulting LLC has the option to provide specific information from presentations or professional development materials to Marble Falls ISD (Yarda Leflet). However, Marble Falls ISD (Yarda Leflet) does not own and is not entitled to copies of any slide decks or training materials and shall not attempt to recreate the professional development materials and presentation materials exactly as Lucio Consulting LLC.

4.6 In cases where Lucio Consulting LLC contributes pre-existing materials, tools, methodologies, or other resources that are not unique to the Services provided to Marble Falls ISD (Yarda Leflet), Lucio Consulting LLC shall retain ownership of such pre-existing materials, provided that such materials do not form an integral part of the Deliverables and are not used to create or enhance the Deliverables specifically for Marble Falls ISD (Yarda Leflet).



4.7 Each party agrees that it shall not use for any purpose or disclose to any third party any confidential information of the other party without the express written consent of the other party. Each party agrees to safeguard the confidential information of the other party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as those, Lucio Consulting LLC or Marble Falls ISD (Yarda Leflet), as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the confidential information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party's rights under this Agreement.

4.8 Each party acknowledges that the wrongful use or disclosure of confidential information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees, or agents of its or their obligations under this Section 4, the non-breaching party may immediately terminate this Agreement without liability to the other party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable legal fees and cost in addition to other appropriate relief.

## **WARRANTIES**

5.1 Lucio Consulting LLC warrants that the Services to be provided under this Agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. Marble Falls ISD (Yarda Leflet) agrees that Lucio Consulting LLC's sole and exclusive obligation with respect to the Services covered by this limited warranty shall be, at Lucio Consulting LLC's sole discretion, to correct the nonconformity or to refund the service fees paid for the affected executive consulting services

## **GENERAL PROVISIONS**

6.1 The relationship of Marble Falls ISD (Yarda Leflet) and Lucio Consulting LLC is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever, and are not entitled to any employee benefits of the other party.

6.2 No delay, failure, or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

6.3 Any assignment in violation of these terms is void.

6.4 All communications between the parties with respect to any of the provisions of this Agreement shall be in writing, and shall be sent by e-mail to YLeflet@mfisd.txed.net or to Lucio Consulting LLC as set forth in the preamble of this Agreement, until such time as either party provided the other not less than ten (10) days prior written notice of a change of address in accordance with these provisions.

6.5 The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the state of Texas; provided, however, that if any provision of the Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be



determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Agreement shall otherwise remain in full force.

6.6 Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this Agreement. All provisions of this Agreement which by their own terms take effect upon the termination of this Agreement or by their nature survive termination (including without limitation the provisions of Sections 4, 5, 6) shall survive such termination.

6.7 This Agreement, all attached schedules and all other Agreements referred to herein or to be delivered by the parties pursuant hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other Agreement or understanding which may have existed between the parties to the extent that any such agreement or understanding relates to providing Services to Marble Falls ISD (Yarda Leflet) hereby acknowledges that it has not reasonably relied on any other representation or statement that is not contained in this agreement or made by a person or entity other than Lucio Consulting LLC. To the extent, if any, that the terms and conditions of Marble Falls ISD (Yarda Leflet)'s orders or other correspondence are inconsistent with this Agreement, this Agreement shall control.

### AMENDMENT

This Agreement is voluntarily entered into and is at-will. That is, either party is free to terminate the consulting Agreement at will, at any time, with or without cause. Nothing contained in any company documents shall in any way modify this at-will policy, and the at-will policy cannot be modified in any way by oral or written representation made by anyone employed by Marble Falls ISD (Yarda Leflet).

Brooke Lucio, Lucio Consulting LLC

05/29/2024

Date

Yarda Leflet, Marble Falls ISD

05/29/2024

Date





## STATEMENT OF WORK

### PROJECT INFORMATION

Project Title: Onsite Mathematics Vertical Instructional Team Support for SY24-25

Estimate Number: 1012

Agreement Number: 40503

Client: Marble Falls ISD

POC: Yarda Leflet

Project Start Date: September 25, 2024

Project End Date: April 30, 2025

### SCOPE OF WORK

**IN SCOPE:** In scope work refers to the specific items and deliverables as outlined in the estimate and/or proposal agreed upon by both parties. These items are directly related to the project objectives and are subject to regular reviews and approvals by both parties. The in scope work may include, but is not limited to:

- Deliverables: All products, Services, and outcomes that have been explicitly defined and agreed upon in the estimate and/or proposal.
- Milestones: The predetermined checkpoints and progress markers within the project timeline, reflecting the completion of specific tasks or stages.
- Interim Meetings: Regular meetings with the primary client contact to discuss project progress, address any concerns, and ensure alignment with project goals.
- Communication: All communications directly related to the project's execution and management, involving the primary client contact and the project team.

**OUT OF SCOPE:** Out of scope work refers to any activities, tasks, or deliverables that are not explicitly named in the estimate and/or proposal. These items fall outside the agreed-upon project objectives and are not subject to regular reviews and approvals unless specified otherwise. Out of scope work may include, but is not limited to:

- Additional Deliverables: Any products, Services, or outcomes not mentioned in the estimate and/or proposal, which may require separate agreements and discussions.
- Additional Milestones: Any additional checkpoints or progress markers that were not initially part of the project plan.
- Changes to Original Scope: Modifications to the project's original objectives, tasks, or timelines that were not previously agreed upon in writing.
- New Interim Meetings: Meetings and communications not directly related to the core project execution as defined in the estimate and/or proposal.

**CHANGE MANAGEMENT AND AMENDMENTS:** Any request for changes to the In Scope work, or the inclusion of Out of Scope work, must follow a formal change management process. The parties involved shall review, assess the impact on project timelines, budgets, and resources, and mutually agree to the changes in writing before implementation. Such changes may result in revised estimates or proposals as needed.



By acknowledging and accepting this Statement of Work, both parties demonstrate their understanding of the clear distinction between in scope and out of scope work. This clarification aims to ensure transparency, effective project management, and the successful delivery of agreed-upon deliverables.

## PAYMENT SCHEDULE

### FIXED COSTS

Five (5) onsite days of facilitating the Marble Falls ISD Mathematics Vertical Instructional Team at a rate of \$1,286.55 per session for a total of \$6,432.75.

Progress invoicing will be used for this Agreement. Invoices will be submitted after each meeting. Price is inclusive of preparation, execution, and travel.

Meeting #1 - September 25, 2024  
Meeting #2 - October 30, 2024  
Meeting #3 - February 26, 2025  
Meeting #4 - March 26, 2025  
Meeting #5 - April 30, 2025

### VARIABLE COSTS

None known

## AUTHORIZATION

Brooke Lucio, Lucio Consulting LLC

05/29/2024

Date

Yarda Leflet, Marble Falls ISD

05/29/2024

Date