

VICTORIA INDEPENDENT SCHOOL DISTRICT
P.O. Box 1759 Victoria, Texas 77902

PROFESSIONAL SERVICES CONTRACT

This contract, effective December 10, 2019, by and between the Victoria Independent School District, hereinafter referred to as "VISD" and Maya Consulting, hereinafter referred to as "Consultant" is for the purpose of stating terms and conditions under which professional services will be provided for VISD.

- a. The Consultant will provide support for the Victoria ISD's Strategic Planning process. It will include seven tasks that would segment the Strategic Planning process - see attached.
- b. For this service, the consultant will be paid: \$36,345.00
- c. List other expenses if applicable; if none, so state:
- d. Contract Expiration Date: November 30, 2020.

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Executive Director of Human Resources



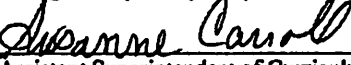
Consultant's Signature



Hiring Principal/Dept. Supervisor

2017 Mc Bee St.

Consultant's Address



Assistant Superintendent of Curriculum,
Instruction, & Accountability

AUSTIN TX 78723

City State Zip Code

Telephone 512.657.9383

Fax _____

Note: Standard Terms and Conditions on pages 2 and 3, following, are included in this contract. Use blue or black ink to complete contract in duplicate.

VICTORIA INDEPENDENT SCHOOL DISTRICT (VISD)
STANDARD TERMS AND CONDITIONS - PROFESSIONAL SERVICES CONTRACT

1. Invoices and Payments:

- a. For each purchase order received, Consultant shall submit separate invoices, for each 30 day period, etc. Invoices shall indicate the purchase order(s) number, shall be itemized and transportation charges or other expenses, when applicable, shall be listed separately. Mail to: Victoria Independent School District, Attn: Accounts Payable, P.O. Box 1759, Victoria, TX 77902. Payment shall not be due until the above instruments are submitted. Consultants should keep the District's Accounts Payable section advised of any changes in remittance addresses.
 - b. Do NOT include Federal Excise, State or City Sales Tax. The School District shall furnish tax exemption certificate, if required. School District Tax Permit number is #1-74-6002453-6 and shall be reflected on each purchase order.
2. **Gratuities:** VISD, by written notice, may cancel this contract without liability if it is determined that gratuities, in the form of entertainment, gifts, or anything of monetary value, were offered or given by any person, or any agent, or representative of the Consultant to any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the performing of this contract. In the event this contract is canceled by VISD pursuant to this provision, VISD shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Consultant in providing such gratuities.
3. **Special Tools, Equipment, and Written Documents:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required or written documents such as plans or reports, for the purpose of filling this order(s), such special tooling equipment, documentation and any process sheets related thereto shall become the property of VISD and to the extent feasible shall be identified as such. Copyrighted material and/or site licensing requirements used during any portions of the service being provided shall be the responsibility of the Consultant.
4. **Termination:** The performance of work under this order may be terminated in whole or in part by the District for any reason. Termination of work hereunder shall be effected by the delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. The Consultant shall be paid only for the performance of work up to the date of termination if the District exercises its right to terminate. Such right of termination is in addition to and not in lieu of rights of the Consultant set forth elsewhere herein.
5. **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within ten (10) days after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
6. **Assignment Delegation:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Consultant without the written permission of VISD. Any attempted assignment or delegation by the Consultant shall be void and ineffective for all purposes unless made in conformity with this paragraph.
7. **Waiver:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right, unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
8. **Modifications:** This contract can be modified or rescinded only by written amendment signed by both of the parties or their duly authorized agents.

9. **Interpretation Parole Evidence:** This writing is intended by the parties as a sole and final expression of their agreement, and is intended also as a complete and exclusive statement of the terms of their agreement. This writing supersedes all prior oral and written agreements. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the *Uniform Commercial Code* is used in this agreement, the definition contained in the Code is controlling.
10. **Advertising:** Consultant shall not advertise or publish, without prior written consent from VISD, the fact that VISD has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
11. **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
12. **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Victoria County, Texas.
13. **Prohibition Against Personal Interest in Contracts:** Any District board member, officer or employee which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter.
Vernon's Texas Codes Annotated, Local Government Code, Chapter 171.
14. **NON-APPROPRIATION OF FUNDS CLAUSE:**
Renewal of this contract (if appropriate) will be in accordance with *Texas Local Government Code, Sec 271.903* concerning non-appropriation of funds for multi-year contracts. The Victoria Independent School District reserves the right to rescind the contract at the end of each fiscal year (as of August 31) if it is determined that there are insufficient funds to extend the contract.
15. **Equal Opportunity:** Both parties agree that services shall be provided in accordance with the terms of this agreement without regard to race, color, national origin, age, religion, sex, marital or veteran status, the presence of a medical condition, disability, or any other legally protected status.
16. **Notification of Criminal History:** A person or business entity that enters into a contract with VISD must give advance written notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.
 - a. VISD may terminate a contract with a person or business entity if the District determines that the person or business entity failed to give notice as required above or misrepresented the conduct resulting in the conviction. The District shall compensate the person or business entity for services performed before the termination of the contract.
 - b. This section does not apply to a publicly held corporation.
 - c. Reference *Texas Education Code, Sec 44.034.*



MAYA Consulting Agreement to Support Victoria ISD's Strategic Planning Process

Summary: This document is the proposed agreement for MAYA Consulting (MAYA) to provide support for Victoria ISD's Strategic Planning process. The following seven tasks would segment the Strategic Planning activities:

- 1. Project Management:** Led by Matthew Frank, MAYA will hold 30-minute, weekly calls with the Strategic Planning Steering Committee (SPSC) members to review processes, anticipate and plan for challenges, make decisions, and check progress against outlined goals. Weekly meetings involve agenda creation, meeting moderation, the capture of action items by owner and deadline, summarizing and communicating those action items within 48 hours of each meeting, and ensuring accountability for action item completion. Additional responsibilities include inviting other additional stakeholders as needed to participate in the weekly calls in order to facilitate upcoming tasks or activities related to the formation of the Strategic Plan.
- 2. Visioning Sessions:** Along with the other advisors and consultants supporting the creation of Victoria ISD's Strategic Plan, the MAYA consultant will co-facilitate as needed or required during the three (3) two-day visioning sessions occurring in Victoria (with the sole exception of Saturday 12/14/19), Texas on Fridays & Saturdays between December 2019 and February 2020. Additional responsibilities include capturing notes and decisions, as well as compiling action items and monitoring completion by owner and deadline.
- 3. Goal Development:** Along with VISD's EA, the MAYA consultant will co-facilitate meetings with Victoria ISD's School Board members and the SPSC to develop SMART Goals for the Strategic Plan that align with System of Great Schools and HB3 requirements.
- 4. Develop Performance Objectives:** Along with VISD's EA, the MAYA consultant will co-facilitate meetings with Victoria ISD's Senior Staff team and the SPSC to develop Performance Objectives to measure progress towards accomplishing the SMART Goals set by Victoria ISD's School Board.
- 5. Solicit and Collect Stakeholder Feedback:** MAYA will co-facilitate the training of representatives who will seek feedback from a variety of public stakeholders regarding the progress made on the Strategic Plan including the Findings & Directions outlined during the Visioning Sessions, the Goals created by the School Board, and the Performance Objectives developed by VISD Senior Staff.
- 6. Develop Task Forces by Target Area:** MAYA will assist in the formation of Task Forces. These Task Forces will each focus on a target area highlighted in the Strategic Plan and will outline activities designed to address and improve target areas. MAYA will lead calls or meetings with each individual Task Forces in order to capture information and feedback from Task Force meetings.
- 7. Create Annual Work Plans:** MAYA will co-facilitate a kick-off meeting with corresponding VISD staff to assist them in writing activities into their annual work plans that support the achievement of the Goals in the Strategic Plan by tying accountability to the Strategic Plan to part of their annual evaluation.

Confidentiality: MAYA acknowledges and agrees that, as a result of performing work for VISD, MAYA may have access to, acquire, receive, become familiar with, and/or make use of confidential information (e.g., financial information, services, content, intellectual property, marketing strategies, reports, student and school information) and that maintaining its confidentiality is critically important to VISD. MAYA agrees to hold in strictest confidence and, to the extent allowed by law, not to disclose to any entity or person, either directly or indirectly, any and all confidential information.

Payment Terms and Schedule: The total proposed cost for MAYA to complete the seven tasks is \$36,345, and includes time and travel as needed to Victoria, as well as any subcontracted services. The term will be at least one year (December 2019 - November 2020) with opportunities to extend thereafter upon approval by MAYA and VISD. MAYA will invoice VISD the following amounts by the 15th day of each month in 2020: Feb - \$9,086.25, May - \$9,086.25, August - \$9,086.25, November - \$9,086.25. VISD will remit payment to MAYA by the last calendar day of each month.

Acceptance: These signatures indicate acceptance of this proposal and its terms, and forms an agreement between MAYA and VISD. Either party may terminate this agreement with 30 days notice to the other party.

For MAYA Consulting

For Victoria Independent School District

Larkin Tackett, CEO
Date: December 9, 2019

Date: December , 2019