



## CENTER FOR SCHOOL FINANCE AGREEMENT

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This Agreement for membership in the Center for School Finance is made between the TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS (“TASBO”) and \_\_\_\_\_ (“District” or “Subscriber”).

1. TASBO’s Center for School Finance (“Center”) agrees to perform the Services set forth in Paragraph 2 with the standard of professional care and skill customarily provided in the performance of such Services.
2. The Center for School Finance agrees to provide revenue forecasting services (the “Services”) to the Subscriber including:
  - a. Revenue Projections and Financial Modeling. The Subscriber will receive detailed summary of finance reports showing Legislative Planning Estimates and District Planning Estimates based on data provided by the District. The Subscriber will also receive five-year estimates that include the anticipated impact of future tax rate compression. The Center will develop revenue estimates based on major proposals under consideration and provide Subscriber with a statement of the revenue impact these proposals would have on its District.
  - b. Written Updates. The Center will provide the Subscriber periodic written reports on the implementation of school finance provisions, including changes to administrative rules to be implemented by the Texas Education Agency (“TEA”) and deliberations related to relevant legislation.
  - c. Webinars and Virtual Meetings. The Center will conduct webinars and virtual meetings as needed to update Subscribers and receive feedback from Subscribers regarding legislative developments and TEA actions impacting school finance.
  - d. Meetings. The Center will hold an interactive meetings for Subscribers and their District in conjunction with the TASBO Annual Conference for subscribers who are also a registered attendee of the Conference.
3. Services consisting of written materials (“Materials”) will be delivered to Subscriber via posting to a password-protected website, or other internet-based application only. Materials may be in Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Adobe PDF, html, or other generally recognized format.
4. Subscriber shall maintain a functioning email account at all times for receipt of Notices during the term of this Agreement. *There shall be one (1) primary contact person per subscription.* The contact person shall be responsible for ensuring that required data entry is completed and up-to-date, thereby allowing the Center to run accurate financial forecasts. The Subscriber is responsible for keeping the contact person information current with the Center.
5. A yearly subscription for Services under this Agreement, and all obligations of the parties subject thereto, runs from *September 1, 2023* until *August 31, 2024*. The term of this Agreement will be automatically extended for successive one-year periods on the same terms and conditions as in effect immediately prior to the then-current expiration date, unless either party gives the other notice of non-extension at least thirty days before the then-current expiration date.

*Fees for the Services shall be as follows:*

<b>&lt; 500 Students</b>	<b>\$1,650</b>
<b>500 Students to 5,000 Students</b>	<b>\$3,300</b>
<b>&gt;5,000 Students to 25,000 Students</b>	<b>\$4,400</b>
<b>&gt;25,000 Students</b>	<b>\$5,500</b>

6. Subscriber shall pay to TASBO a non-refundable fee (“Fee”) for the Services set out above in the amount of \$ \_\_\_\_\_. Said fee is due in full upon execution of this Agreement by the parties.
7. Consultant shall commence delivery of Services to Subscriber after receipt of:
  - a. notification by TASBO of receipt of full payment of the Fee,
  - b. notification and verification of a contact person and a functioning email account for that contact person. The contact person will receive all materials. The district/subscriber is responsible for contacting TASBO if the contact person and/or email should change, and
  - c. completion of initial required data entry that will include all the elements as necessary to complete calculations through the foundation school program.
8. If Subscriber requires assistance with data input, the Center can provide consulting services upon written request at the rate of \$250 per hour. Payment for any consulting work outside the scope of the Services described herein shall be paid to TASBO after submission of an acceptable invoice. Payment and interest are governed by Chapter 2251 of the Texas Government Code.
9. Nothing in this Agreement shall be construed to be a warranty of the Services by TASBO, or to confer any liability that may result from the Services on TASBO. Subscriber expressly agrees and acknowledges that any revenue estimates or other financial forecasts are dependent upon accurate data timely input and submitted by the District. Subscriber further acknowledges that estimates are subject to change and are necessarily speculative in nature. Some or all of the assumptions underlying the projections may not materialize or may vary significantly from actual results. In no event shall TASBO be liable for any damages whatsoever arising from the Services provided under this Agreement.
10. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Venue for all claims between the parties under this Agreement shall be in Travis County, Texas.
11. This Agreement constitutes the complete understanding of the parties and supersedes any other agreements between the Parties. No amendment, modification, or alteration of the terms hereof shall be binding unless reduced to writing, dated subsequent to the date hereof and duly executed by the parties. In the event any one or more of the provisions of this Agreement shall be for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
12. By signing below, the signatory for the District confirms and covenants that he or she is legally authorized to bind the District to the terms of this Agreement.

\_\_\_\_\_  
Superintendent/CEO of District/Organization

\_\_\_\_\_  
Date

## District Information

<b>District:</b>	<b>Email:</b>
<b>Contact:</b>	<b>Phone:</b>
<b>Title:</b>	<b>Fax:</b>
<b>Student Enrollment:</b>	<b>ESC Region:</b>

*\*This contact will be considered the main contact for the school district and will be responsible for data provision.*

### Additional district staff members to be included in subscription, up to seven (7):

<b>Name</b>	<b>Email</b>
<b>1:</b>	
<b>2:</b>	
<b>3:</b>	
<b>4:</b>	
<b>5:</b>	
<b>6:</b>	
<b>7:</b>	

**Payment Method:**    ☐ Check Enclosed    ☐ P.O. # \_\_\_\_\_

*Credit card payments can be made online during registration or anytime by calling TASBO at 512.462.1711.*

**Please send the completed form to [register@tasbo.org](mailto:register@tasbo.org).**