

CONSULTING SERVICES AGREEMENT

Carl Dietz Consulting, LLC

2003 W. 50th Street

Kearney, NE 68845

(308) 289-3920

cdietz57@gmail.com

CLIENT: Arapahoe Public Schools

PRIMARY CONTACT: Bob Drews

EFFECTIVE DATE: May 1, 2025

WHEREAS, Client desires to engage Consultant to provide consulting services to Client on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, Client hires Consultant to work under the terms and conditions hereby agreed upon by the Parties as follows:

1. **SCOPE OF SERVICES.** During the Term of this Agreement, Consultant will provide services to Client from time-to-time as requested by Client.
2. **TERM.** The term ("Term") of this Agreement starts on the Effective Date set forth above and, unless sooner terminated, ends on the Termination Date set forth above. Either party may terminate this Agreement for any reason in their sole discretion by providing two weeks' written notice to the other party. Client shall be responsible for payment for all Services rendered on or before the effective date of termination.
3. **INVOICING AND PAYMENT.** Consultant's sole compensation shall be as set forth in the applicable SOS. Unless otherwise provided in the applicable SOS, Consultant shall submit invoices to Client for Services performed.
4. **RELATIONSHIP OF THE PARTIES.** Consultant shall at all times be an independent contractor of Client.
5. **LIMITATION OF LIABILITY.** In the event of a breach of this Agreement by Consultant or any other circumstances giving rise to potential liability from Consultant to Client, if any such liability is established, Consultant's liability shall be limited to Client's direct economic damages not to exceed the amount of fees paid by Client to Consultant pursuant to the specific SOS under which the acts or omissions giving rise to liability occurred. Consultant will not be liable to Client for any indirect, incidental, consequential or punitive damages or lost profits, or for any liability from Client to any third party.

6. **CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS.** Each party (a) agrees to protect and maintain in confidence any information that it may obtain from the other party during the term of this Agreement or any SOS; (b) shall use such information solely for the purposes contemplated by this Agreement and any SOS and shall not rent, sell, lease, transfer, provide or otherwise disclose such information to any third party except as required by applicable law or regulation; (c) shall take all reasonable steps to protect the confidentiality of such information, in no event using a standard of care less than the same standard used to protect its own confidential information; and (d) shall give access to such information only to those employees who have a need to know in connection with the performing that party's obligations under this Agreement or any SOS. Upon request by the disclosing party, the receiving party shall promptly destroy such information or return such information to the disclosing party in the same format as such information was provided. To the extent that Consultant is permitted to retransmit any information it receives from Client, the mode of retransmission must be at least as secure as the mode by which Client transmitted the information to Consultant.

The confidentiality obligations in this Section do not apply to information that: (i) is, at the time of disclosure or thereafter becomes, through no act or omission of the receiving party, a part of the public domain; (ii) was in the receiving party's lawful possession without an accompanying secrecy obligation prior to the disclosure; (iii) is hereafter lawfully disclosed to the receiving party by a third party without an accompanying secrecy obligation or breach of any duty or agreement by which such third party is bound; or (iv) is independently developed by the receiving party. Notwithstanding if such information is or becomes lawfully in the public domain, Consultant shall maintain according to this Section the confidentiality of any information which includes the identities of Client's consumers.

7. **ASSIGNMENT.** Neither party may assign this Agreement or subcontract its duties hereunder to any third parties, including affiliates, subsidiaries, related companies and service providers, without prior written consent from the non-assigning party, which shall not be unreasonably withheld.
8. **NON-EXCLUSIVITY.** This Agreement shall not be construed to prohibit either party from entering into an agreement with third parties to offer or obtain similar Services.

EXHIBIT A

STATEMENT OF SERVICES

1. **Overview:** This is year two of a three-year agreement for Arapahoe Public Schools.
2. **Scope of Services.** Assist school district personnel with budgeting and budget planning for the upcoming school year. Services may include, but are not limited to:
 - Annual NDE Budget Assistance
 - Annual Itemized Budget/Coding Assistance
 - Payroll spreadsheet development
 - Five-year financial projection
 - Monthly Expenditure Analysis/Comparability
 - Budget Calendar
 - Financial Efficiency Recommendations
 - Capital Replacement Schedule
 - Annual Financial Report Comparability Study
 - Other financial assistance at District request
3. **Period of Performance.** This Statement of Services shall be effective as of:
May 1, 2025-April 30, 2026
4. **Compensation.** The compensation due for the above services is:
 - a. Engagement Fee: \$5,000.00
 - b. Travel Expenses: None
5. **Invoicing.** Will be sent upon receipt of signed agreement.

CARL DIETZ CONSULTING



Carl E. Dietz, Owner

Arapahoe - Holbrook Public School
SCHOOL DISTRICT NAME

By: _____


Superintendent/Board President