



Cityscape Schools, Inc.  
Cityscape Schools, Inc. Board of Directors Meeting  
Friday, May 20, 2016 11:30 AM (CDT)  
6211 East Grand Dallas Texas 75223  
East Grand Preparatory Campus

- I. Call to Order - Leonard Brannon
- II. Approval of Previous Board Meeting Minutes - Leonard Brannon
- III. Acceptance of Billy Ferrell's Resignation - Leonard Brannon
- IV. Approval of Wes Briggs as Board President - Leonard Brannon
- V. Adoption of the Interlocal Agreement Resolution - Leonard Brannon  
*Region 11 Benefits Cooperative*
- VI. Approval of Billy Ferrell as Superintendent's Designee - Leonard Brannon
- VII. Certify Textbooks for EMAT - Carol Thorne
- VIII. Budget Amendment - Carol Thorne
- IX. Discussion - Leonard Brannon
  - 1) *Update on enrollment projections*
  - 2) *Bond issuance for renovation and consolidation of debt*
  - 3) *Cash projections ending August 31, 2016*
- X. Resolution for Bond Issuance and/or Bank Loan - Leonard Brannon
- XI. Approval of DMNMedia Works Contract - Leonard Brannon
- XII. Approval of Architect - Leonard Brannon
- XIII. Approval of Project Manager - Leonard Brannon
- XIV. Approval of SchoolFinance Productivity Contract with Paul King as CFO - Billy Ferrell
- XV. Financials - Carol Thorne
- XVI. Discussion - Leonard Brannon
  - 1) *Superintendent's evaluation*
  - 2) *Expansion amendment approved*
- XVII. Public Forum - Leonard Brannon  
*30 Minutes (3 minutes per speaker)*

Cityscape Schools, Inc.  
Board of Directors Meeting Monday,  
March 21, 2016 11:30 AM

East Grand Preparatory Campus

Board Members: Billy Ferrell, Estelle Lara, Robert Perez, Neil Phillips  
Staff Members: Carol Thorne and Dr. Hinojosa

I. Call to Order - Leonard Brannon

II. Approval of Previous Board Meeting Minutes - Leonard Brannon

**Motion: Billy Ferrell Second: Estelle Lara Approved: 4-0**

III. Adoption of the Resolution for submission of Non-Expansion Amendment to TEA - Carol Thorne

**Motion: Neil Phillips Second: Robert Perez Approved: 4-0**

Approval of E-RATE Contracts (Consent)

*Time Warner Cable*

IV. Adoption of Odyssey Communications Group

**Motion: Robert Perez Second: Neil Phillips Approved: 4-0**

V. Public Forum - Leonard Brannon

*30 Minutes (3 minutes per speaker)*

EDUCATION SERVICE CENTER REGION 11 BENEFITS COOPERATIVE  
INTERLOCAL AGREEMENT RESOLUTION AND AGREEMENT

WHEREAS, \_\_\_\_\_, of \_\_\_\_\_, Texas, (“Participant”) pursuant to the authority granted under Chapter 791 Government Code, as amended, desires to join together with other school districts, charter schools, or governmental entities to participate in employee benefits offered by the Education Service Center Region 11 Employee Benefits Cooperative (the “ESC Region 11 BC”), holding the opinion that participation in these programs will be beneficial to the school district, charter school, or governmental entities and its employees;

WHEREAS, the ESC Region 11 BC is managed by a committee called the Board of Record that consists of the superintendents or chief executive officers or their designees from each of the Participants in the Coop;

NOW, THEREFORE BE IT RESOLVED that Board of Trustees of Participant requests the ESC Region 11 BC to include \_\_\_\_\_ as a participant. Participant acknowledges and agrees to the following:

1. The purposes of the ESC Region 11 BC are governmental functions or services that each party to this agreement is authorized to perform individually;
2. Any obligation to pay any fees will come from current revenues available to the Participant;
3. Such fees fairly compensate the parties performing the functions and services under the agreement;
4. This agreement incorporates the Operational Procedures developed by the Board of Record as it currently exists or may be hereafter amended by action of the Board of Record;
5. Participant delegates to the Board of Record authority to modify the Operational Procedures as the Board of Record deems in the best interests of the ESC Region 11 BC;
6. Participant delegates to the Board of Record all purchasing functions related to the purposes of this interlocal agreement to the maximum extent permitted by law;
7. Participant shall comply with the Operational Procedures as established, modified, and/or approved by the Board of Record;
8. The ESC Region 11 BC shall comply with the purchasing requirements for the purchase of personal property and services as required by Chapter 44 of the Education Code and Chapter 791 of the Local Government Code;
9. The term of this agreement shall be one year, from September 1, 2016, to August 31, 2017; and
10. Participant or the ESC Region 11 BC may terminate Participant’s participation in the ESC Region 11 BC for any reason by giving written notice to the ESC Region 11 BC Board of Record sixty (60) calendar days before the anniversary date of this agreement.

BE IT FURTHER RESOLVED that the Board of Trustees of Participant authorizes its superintendent to execute any and all documents and take whatever action necessary to carry out the desires of the Board of Trustees as stated herein.

I certify that the foregoing is a true and correct copy of the resolution and agreement adopted by the Board of Trustees of \_\_\_\_\_ and that the same is reflected in the minutes of the Board meeting held \_\_\_\_\_.

In witness thereof, we hereunto affix our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY:

\_\_\_\_\_  
Signature of School Board or Charter  
School Board President

\_\_\_\_\_  
Typed Name of School Board or Charter  
School Board President

\_\_\_\_\_  
Signature of School Board or Charter  
School Board Secretary

\_\_\_\_\_  
Typed Name of School Board or Charter  
School Board Secretary

\_\_\_\_\_  
Signature of School Board or Charter  
School Superintendent/Chief Financial  
Officer

\_\_\_\_\_  
Typed Name of School Board or Charter  
School Board Superintendent/Chief  
Financial Officer

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Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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\_\_\_\_\_  
Signature of ESC Region 11 BC Board  
President

\_\_\_\_\_  
WesEversole  
Typed Name of ESC Region 11 BC Board  
President

\_\_\_\_\_  
Signature of ESC Region 11 BC Board  
Secretary

\_\_\_\_\_  
WilliamStokes  
Typed Name of ESC Region 11 BC Board  
Secretary

\_\_\_\_\_  
Signature of ESC Region 11 Executive  
Director

\_\_\_\_\_  
Dr. Clyde W. Steelman, Jr.  
Typed Name of ESC Region 11  
Executive Director

\_\_\_\_\_  
Date Approved by ESC Region 11 BC

**Instructional Materials Allotment and TEKS Certification, 2016-2017**

The district superintendent, along with the president and secretary of the local board of trustees, or the officers of the governing body of the charter school, certify the following:

- 1) That this district's instructional materials allotment (IMA) is used only for expenses allowed by the Texas Education Code (TEC), §31.0211.
- 2) That for the current school year, this district has instructional materials that collectively cover all elements of the Texas Essential Knowledge and Skills of the required curriculum identified in the TEC, §28.002, other than physical education, for each subject and grade level (TEC §31.004).
- 3) That, upon request, this district will provide to the State Board of Education the title and publication information for any instructional materials requisitioned or purchased by the district with the district's IMA (TEC §31.101).

<b>Certified</b>	<b>Grade Level</b>
<input checked="" type="checkbox"/>	Kindergarten
<input checked="" type="checkbox"/>	Grade 1
<input checked="" type="checkbox"/>	Grade 2
<input checked="" type="checkbox"/>	Grade 3
<input checked="" type="checkbox"/>	Grade 4
<input checked="" type="checkbox"/>	Grade 5
<input checked="" type="checkbox"/>	Grade 6
<input checked="" type="checkbox"/>	Grade 7
<input type="checkbox"/>	Grade 8
<input type="checkbox"/>	Grade 9
<input type="checkbox"/>	Grade 10
<input type="checkbox"/>	Grade 11
<input type="checkbox"/>	Grade 12

<b>Certified</b>	<b>Subject Area</b>
<input type="checkbox"/>	CAREER & TECHNICAL EDUCATION (CTE)
<input checked="" type="checkbox"/>	ENGLISH LANGUAGE ARTS AND READING
<input checked="" type="checkbox"/>	ENGLISH LANGUAGE PROFICIENCY STANDARDS
<input checked="" type="checkbox"/>	FINE ARTS
<input checked="" type="checkbox"/>	HEALTH
<input checked="" type="checkbox"/>	LANGUAGES OTHER THAN ENGLISH
<input checked="" type="checkbox"/>	MATHEMATICS
<input checked="" type="checkbox"/>	SCIENCE
<input checked="" type="checkbox"/>	SOCIAL STUDIES
<input checked="" type="checkbox"/>	TECHNOLOGY APPLICATIONS

<p><b>Signature of Superintendent</b></p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p>Signature</p>
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<p><b>Signatures of Board President and Secretary or Governing Board Officers</b></p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p>Board President</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p>Board Secretary</p>
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Scan the signed certification document and email it to [instructional.materials@tea.texas.gov](mailto:instructional.materials@tea.texas.gov) with the following subject line: [your district] certification (ex: Hometown certification)

Email to [instructional.materials@tea.texas.gov](mailto:instructional.materials@tea.texas.gov)




**2016 DMN MEDIA WORKS CONTRACT**  
 PUBLICATION: THE DALLAS MORNING NEWS (REAL ESTATE) + WEEKEND GUIDE + LOCAL

**Date:** May 5, 2016  
**Address:** 6211 East Grand Avenue  
**Phone:** 214-545-6552  
**Advertiser:** East Grand Preparatory  
**Email:** mhinojosa@cityscapeschools.org  
**Contact:** Dr Marco Hinojosa  
**DMN SMC:** Melinda Hawkes  
**DMNMedia Works Consultant:** David Cheetham  
**Account no.:** 100253138  
**DMN MSC:**

<input checked="" type="checkbox"/> <b>Select one environment</b>	<b>Select one package type</b>  <b>Print and Email Campaign</b> <input checked="" type="checkbox"/> SUPER 20,000 direct mail 6x9" postcards June 1, 2016 - May 31, 2017 <i>*Client will provide their own indicia for postage</i> <i>*Contract enforceable pending East Grand Board approval in May 2016</i>	<b>Investment</b>  \$16,800
<b>TOTAL BOOKING AMOUNT:</b> \$16,800		

**TERMS & CONDITIONS:**

I, the undersigned agree to the DMNmedia Works package Terms and Conditions as displayed on the reverse of this contract order. I understand this contract cannot be cancelled during the term of the agreement being June 1, 2016 to May 31, 2017. All ads must be used by May 31, 2017.

**Signature:**   
**Print name:** Marco A. Hinojosa

Media Works Booking no:  **New**  **Renewal**  
(Renewal use only)

**MATERIAL REQUIREMENTS**

Material supplied by advertiser  
 Creative services from DMN  
 Contact \_\_\_\_\_

**PAYMENT**

Payment via credit card\*  
 Account holder  
 Payment via authorized agency

\*receive double the insertions in the first month

## ***MASTER CONSULTING SERVICES AGREEMENT***

This Master Consulting Services Agreement (this “Agreement”) is made between CityScape Schools (“Customer”) with a principal place of business at 6211 East Grand Ave. Dallas, TX 75223 and School Finance Productivity, a branch of Mindsphere Technology Group, LLC (“Supplier”) with a principal place of business at 580 Decker Drive, Suite 120, Irving, Texas 75062. This agreement is effective once it is signed by both parties.

WHEREAS, Supplier is in the business of providing Financial Consulting including but not limited to remote and on-site financial training, guidance and assistance as requested, periodic financial reporting, reconciliation and projections as requested, assignments of interim temporary contracted staffing for CFO, Director of Finance, Comptroller and other business office positions for the education industry and the location and placement of temporary personnel (“personnel”) with accounting and finance skills at various customers; and

WHEREAS, Supplier is in the business of providing Information Technology Consulting including the development of custom software based on functional specifications, the development and licensing of software products for the education industry and the location and placement of temporary personnel (“personnel”) with information technology skills at various customers; and

WHEREAS, from time to time, Customer and Supplier shall enter into a Statement of Work (as hereinafter defined) describing the consulting services, product license or personnel utilization and costs and/or referencing a proposal for the specific service/solution, and certain terms and conditions for Customer’s utilization of Supplier services; and

WHEREAS, the general terms and conditions of this Agreement shall apply to all Statements of Work (except to the extent that such terms and conditions are modified by the terms of the assignment specific Statement of Work); now therefore

For and in consideration of the mutual promises of the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

**1. CONSTRUCTION OF THIS AGREEMENT.** This Agreement is not a purchase commitment or request for delivery of consulting services, product license or temporary personnel. Any services to be performed under this Agreement by Supplier will be authorized only by an executed Statement of Work.

**2. STATEMENTS OF WORK.** The parties agree that a Statement of Work (herein so called), in the form attached hereto as Exhibit “A,” shall be executed by the parties prior to the commencement of Supplier’s agreement to provide temporary personnel and /or consulting services to Customer. Each Statement of Work shall include:

- a) Specifications for the consulting services, product license or temporary personnel and price (consulting services and product licenses may be referenced in project proposal);
- b) A listing of all items/services to be delivered to Customer under the Statement of Work (“Services”); and
- c) A delivery schedule containing a delivery date for each deliverable (may be referenced in project proposal)

Customer shall not be responsible for the payment of any expenses other than the negotiated fee of services or rate for the Personnel (the “Rate,” as more fully described in the Statement of Work), including, without limitation, any incidental expenses, such as travel and living, unless specifically authorized by Customer and as detailed on the Statement of Work. In addition, neither Supplier nor Customer will bear the cost of formal training of the Personnel unless otherwise explicitly set forth in the Statement of Work.

## ***MASTER CONSULTING SERVICES AGREEMENT***

**3. CHANGES.** Supplier and Customer can mutually agree to change the terms of this Agreement by executing a written modification (“Modification”) to this Agreement or to an existing Statement of Work. Only an authorized manager or principal of Supplier may execute any Modification to this Agreement and no Modification is valid until it has been signed and accepted by Supplier and Customer. No proposed change to perform additional services or to provide changes within the general scope of the services, including any change in the Rate, is binding upon Supplier until a Modification with respect to such changes has been fully executed by Supplier and Customer. Any work authorized by Customer and done by Personnel in contemplation of and prior to the execution of such a Modification shall be done solely at Customer’s expense and risk.

**4. APPROPRIATION. Loss of Funding and Commitment of Current Revenue.** Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. Customer shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without Customer incurring any liability to Supplier as a result of such termination, including early termination charges. If the Customer terminates this Agreement pursuant to this paragraph, Supplier will have the right to collect and retain payment for services rendered to the Customer through termination date but shall not be entitled to any early termination charges.

**5. TERMINATION.** Either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other party. Either party may terminate any Statement of Work issued hereunder by providing ten (10) business days prior written notice to the other party. Supplier may terminate this Agreement immediately upon prior written notice to Customer for failure to (i) pay an Invoice (as hereafter defined) within the prescribed time period pursuant to Section 9 below or (ii) comply with the terms of this Agreement or a Statement of Work. Supplier shall be entitled to full payment for services performed prior to the receipt of Customer’s written notice of termination.

**6. REPRESENTATIONS.** Supplier’s relationship to Customer is that of an independent contractor retained on a consulting basis. Nothing in this Agreement, or in any Statement of Work, shall be construed as creating the relationship of employer and employee, or partner and partnership, between Customer and any of the Personnel, or between Customer and Supplier. Personnel are not entitled to any rights, benefits or privileges provided by Customer to its own employees, and Supplier warrants that this information has been communicated to the Personnel prior to their provision of services under this Agreement. Supplier warrants that it bears the sole responsibility for the payment of compensation to Personnel, including, but not limited to, taxes, contributions and benefits. Customer has no obligation to provide Worker’s Compensation coverage or to pay premium “overtime” payments, at any rate other than the Rate agreed to in the Statement of Work, in respect of Personnel.

**7. CONFIDENTIALITY.** During the term of this Agreement and for twelve (12) months afterward, Supplier will use Reasonable Care (as defined hereafter) to prevent the unauthorized use or dissemination of Customer’s Confidential Information (as defined hereafter). “Reasonable Care” means at least the same degree of care Supplier uses to protect its own confidential information from unauthorized disclosure.



## ***MASTER CONSULTING SERVICES AGREEMENT***

“Confidential Information” is limited in its meaning to information clearly marked as “Confidential” by Customer, or disclosed orally or summarized and identified as “Confidential” in a writing delivered to Supplier within fifteen (15) days after Customer disclosure.

Confidential Information does not include information that:

- Supplier became aware of by third party disclosure, prior to Customer’s disclosure to Supplier,
- is or becomes public knowledge, or enters the public domain, through no fault of Supplier or breach of this Agreement,
- Supplier obtains from sources other than Customer who owe no duty of confidentiality to Customer,
  - is independently developed without the use of the Confidential Information, or
  - is required by law, any court order or decree, governmental or stock exchange, rule, regulation or order to be disclosed, but only to the extent and for the purposes of such required disclosures.

**8. BILLING.** As authorized by Customer and detailed on a Statement of Work pursuant to Section 2 above, an invoice will be sent to Customer on a monthly basis on or before the 20th day of each month following the month in which the services were provided by Supplier. Payment for Invoices shall be made within thirty (30) calendar days after receipt unless otherwise specified in the Statement of Work. Supplier shall, during regular business hours, afford Customer’s designated auditors access to Supplier’s books and records insofar as they relate to Supplier’s compliance with its obligations under this Agreement to enable Customer to determine Supplier’s said compliance with its obligations under this Agreement.

**9. HIRING OF PERSONNEL.** During the term of this Agreement and for a period of one (1) year after its termination or completion of services hereunder, Supplier and Personnel agree that they will not solicit for hire, hire, or advise or assist others with the opportunity to do the same, any employees of Customer.

**10. LAWS.** This Agreement shall be governed by the laws of the State of Texas without respect to its conflict of law provisions. The parties acknowledge that a substantial portion of negotiations and anticipated performance of this Agreement occurred or shall occur in Dallas County, Texas.

**11. INELIGIBILITY FOR NONPAYMENT OF CHILD SUPPORT.** Pursuant to §231.006(d), Texas Family Code, regarding child support, the Supplier certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified payment and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**12. WARRANTIES.** Supplier warrants that it shall use commercially reasonable efforts with respect to the performance of its obligations under this Agreement consistent with generally prevailing professional or industry standards. Customer must report any deficiencies in Supplier’s services to Supplier in writing within thirty (30) days of performance to receive warranty remedies. Customer’s exclusive remedy for any breach of the above warranty shall be the re-performance of Supplier’s services. If Supplier is unable to re-perform the services, Customer shall be entitled to recover the fees paid to Supplier for the deficient services.

## ***MASTER CONSULTING SERVICES AGREEMENT***

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE PRIOR TO THIS AGREEMENT.

### **13. LIMITATION ON SUPPLIER'S LIABILITY TO CUSTOMER.**

(a) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL SUPPLIER BE LIABLE TO CUSTOMER FOR LOST PROFITS OR LOST DATA OF CUSTOMER, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR EVEN IF SUCH DAMAGES COULD HAVE BEEN REASONABLE FORESEEN).

(b) Supplier's total liability under this Agreement for damages, cost and expenses, regardless of cause, shall not exceed the total amount of fees paid to Supplier by Customer for the tasks causing the damages under this Agreement.

(c) Customer shall indemnify Supplier against all claims, liabilities and costs, including reasonable attorney fees, or defending any third party claim or suit, arising out of or in connection with Supplier's performance under this Agreement. Supplier shall promptly notify Customer in writing of such claim or suit and Customer shall have the right to fully control the defense and any settlement of the claim or suit.

**14. GOVERNMENTAL IMMUNITY.** Notwithstanding anything to the contrary in this agreement, supplier acknowledges, stipulates and agrees that nothing in this agreement shall be construed as a waiver of any statutory or governmental immunity from suit and liability available to customer under applicable law.

**15. CONSTITUTIONAL AND STATUTORY LIMITATIONS.** The parties are aware that there are constitutional and statutory limitations on the authority of the Customer (a public entity) to enter into certain terms and conditions of the agreement, including, but not limited to, those terms and conditions relating to liens on the customer's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "limitations"), and terms and conditions related to the limitations will not be binding on the customer except to the extent authorized by the laws and constitution of the state of Texas.

**16. FORCE MAJEURE.** Supplier shall not be liable for and is excused from any failure to deliver or perform or delay in delivery or performance, due to causes beyond its reasonable control or due to failure of Customer to provide sufficient information, resources, cooperation or personnel to support the project. The period of performance shall be extended to such extent as may be appropriate after the cause of the delay or non-performance has been removed.

**17. ACCEPTANCE.** Work products submitted by Supplier to Customer for approval will be deemed accepted unless specifically rejected in writing within ten (10) working days. Any such rejection must identify the basis for this action, including documentation for any claims of non-conformance.

## ***MASTER CONSULTING SERVICES AGREEMENT***

**18. DISPUTE RESOLUTION.** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed upon mediator. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

**19. EXISTENCE AND AUTHORITY.** Supplier and Customer each hereby represent and warrant to the other that such party (i) is validly incorporated or organized under the laws of the jurisdiction of its incorporation or organization, is validly existing and authorized to do business in the jurisdictions where such party currently does business; (ii) has full power and authority to enter into and deliver this Agreement and to perform its obligations hereunder; and (iii) has duly authorized the person executing this Agreement on behalf of such party to do such.

**20. ASSIGNMENT.** This Agreement and all rights and obligations hereunder are personal to the parties hereto and may not be assigned in whole or in part by either party without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the transfer by either party of all or substantially all of its assets or a majority of its stock or voting securities to a third party that is not then in direct competition with the other party hereto, whether by merger, acquisition or otherwise, shall not be deemed to constitute an assignment requiring the consent of the other party or in violation of this subsection.

**21. COUNTERPARTS; FACSIMILE.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original, and each of which alone and all of which together, shall constitute one and the same instrument, but in making proof of this Agreement it shall not be necessary to produce or account for each copy of any counterpart other than the counterpart signed by the party against whom this Agreement is to be enforced. This Agreement may be transmitted by facsimile, and it is the intent of the parties for the facsimile (or a photocopy thereof) of any autograph printed by a receiving facsimile machine to be an original signature and for the facsimile (or a photocopy thereof) and any complete photocopy of the Agreement to be deemed an original counterpart.

### **22. GENERAL PROVISIONS.**

(a) Entire Agreement: This Agreement and all incorporated attachments represent the entire agreement between Supplier and Customer. No other agreement or understandings whether written or oral, including proposals, quotations or acknowledgements, shall be considered as a part of this Agreement. Notwithstanding the preceding, the parties acknowledge and agree that Statements of Work will be entered into which will supplement the terms of this Agreement. Further, to the extent any terms of a Statement of Work contradicts the terms of this Agreement, the terms of such Statement of Work shall control.

(b) Severability: If any part of this Agreement is held invalid, void or unenforceable, the rest of the Agreement will continue in full force and effect.

(c) Notices: All notices and other communications given in connection with this Agreement shall be in writing and shall be deemed given as follows:

- When delivered personally to the recipient's address as appearing in the introductory paragraph in this Agreement.
- Three days after being deposited in the United States mail, postage prepaid to the recipient's address as appearing in the introductory paragraph to this Agreement, or
- When sent by fax or telex to the last fax or telex number of the recipient known to the party giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail, or the recipient delivers a written confirmation of receipt.

***MASTER CONSULTING SERVICES AGREEMENT***

Any party may change its address appearing in the introductory paragraph to this Agreement by giving notice of the change in accordance with this paragraph.

(d) Headings: The headings used in this Agreement are intended for convenience only. They are not a part of the written understanding of the parties and shall not affect the construction or interpretation of this Agreement.

(e) No Waiver: No waiver of any provisions herein by Supplier shall be effective unless made in writing by an authorized person of Supplier. Any waiver made by Supplier of any of the provisions herein shall not be deemed or construed to be a waiver of such term or condition for the future or any subsequent breach thereof.

IN WITNESS WHEREOF, the undersigned have set their hands.

Customer: CityScape Schools

Supplier: School Finance Productivity  
Mindsphere Technology Group, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Leonard Brannon

Name: Paul D. King

Title: Superintendent

Title: Executive Officer  
School Finance Productivity

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ***NON-DISCLOSURE AGREEMENT***

This is an agreement between CityScape Schools (the "Discloser") and School Finance Productivity (the "Recipient"), in which Discloser agrees to disclose, and Recipient agrees to receive, certain confidential information ("Confidential Information") of Discloser on the following terms and conditions:

1. Confidential Information: As used herein, "Confidential Information" shall mean all business information provided by Discloser to Recipient, in any form or format, and including but not limited to information regarding Discloser's products, services, sales, marketing, finances and similar information.
2. Acknowledgement: Recipient understands and acknowledges that Discloser's Confidential Information consists of information and materials that are valuable and proprietary to and constitute a trade secret of Discloser.
3. Purpose of Disclosure: Recipient shall make use of Discloser's Confidential Information only for the purpose of provided IT consulting services to Discloser.
4. Non-Disclosure: In consideration of Discloser's disclosure of its Confidential Information to Recipient, Recipient agrees that it will treat Discloser's Confidential Information with the same degree of care and safeguards that it takes with its own Confidential Information, but in no event less than a reasonable degree of care.

Recipient agrees to abide by the federal protection of student records in accordance with FERPA guidelines.

Recipient agrees that, without Discloser's prior written consent, Recipient will not:

- (a) disclose Discloser's Confidential Information to any third party;
- (b) make or permit to be made copies or other reproductions of Discloser's Confidential Information; or
- (c) make any commercial use of the Confidential Information

Recipient will not disclose Discloser's Confidential Information to Recipient's employees, agents and consultants unless: (1) they have a need to know the information in connection with their employment or consultant duties; and (2) they personally agree in writing to be bound by the terms of this Agreement.

5. Return of Materials: Upon Discloser's request, Recipient shall promptly (within 30 days) return all original materials provided by Discloser and any copies, notes or other documents in Recipient's possession pertaining to Discloser's Confidential Information. Recipient will also promptly and permanently delete any Confidential Information which is stored in electronic or optical form.
6. Exclusions: This Agreement does not apply to any information which:
  - (a) was in Recipient's possession or was known to Recipient, without an obligation to keep it confidential, before such information was disclosed to Recipient by Discloser;
  - (b) is or becomes public knowledge through a source other than Recipient and through no fault of Recipient; or
  - (c) is independently developed by or for Recipient.

***NON-DISCLOSURE AGREEMENT***

7. Term of Agreement: This Agreement and Recipient's duty to hold Discloser's Confidential Information in confidence shall remain in effect Discloser sends Recipient written notice releasing Recipient from this Agreement.
8. No Rights Granted: Recipient understands and agrees that this Agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in Discloser's Confidential Information to Recipient.
9. Warranty: Discloser warrants that it has the right to make the disclosures under this Agreement. NO OTHER WARRANTIES ARE MADE BY DISCLOSER UNDER THIS AGREEMENT. ANY INFORMATION DISCLOSED UNDER THIS AGREEMENT IS PROVIDED "AS IS."
10. Injunctive Relief: Recipient recognizes and acknowledges that any breach or threatened breach of this Agreement by Recipient may cause Discloser irreparable harm for which monetary damages may be inadequate. Recipient agrees, therefore, that Discloser shall be entitled to an injunction to restrain Recipient from such breach or threatened breach. Nothing in this Agreement shall be construed as preventing Discloser from pursuing any remedy at law or in equity for any breach or threatened breach of this Agreement.
11. Attorney Fees: If any legal action arises relating to this Agreement, the prevailing party shall be entitled to recover all court costs, expenses and reasonable attorney fees.
12. Modifications: All additions or modifications to this Agreement must be made in writing and must be signed by both parties to be effective.
13. No Agency: This Agreement does not create any agency or partnership relationship between the parties.
14. Applicable Law: This Agreement is made under, and shall be construed according to, the laws of the State of Texas.

Discloser:  
City Scape Schools  
6211 East Grand Ave.  
Dallas, TX 75223

By: \_\_\_\_\_  
Leonard Brannon  
Superintendent

Date: \_\_\_\_\_

Recipient:  
School Finance Productivity  
Mindsphere Technology Group, LLC  
580 Decker Drive, Suite 120, Irving, Texas 75062

By: \_\_\_\_\_  
Paul King, Executive Director  
School Finance Productivity

Date: \_\_\_\_\_

**STATEMENT OF WORK**

THIS STATEMENT OF WORK is issued in accordance with the current Master Consulting Services Agreement (the “Master Agreement”) between CityScape Schools (“Customer”) and School Finance Productivity, a branch of Mindsphere Technology Group, LLC (“Supplier”).

SERVICES: This Statement of Work authorizes Supplier to:

Perform financial and/or accounting analysis on site or off-site, as directed by Customer for an hourly rate of \$125. Whenever on-site work is needed, travel expenses will be billed with a prior approval from Customer.

The above services shall automatically commence on the effective date of this statement of work and renew for additional one year terms, unless either party notifies the other in writing within thirty (30) days of the support services renewal date. From time to time, Supplier reserves the right to review the current service fee or hourly rates to prevailing industry fees. Any changes must be notified in writing at least 60 day notice.

The undersigned has/have read understand(s), and agree(s) to the terms and conditions herein, including any attachments hereto.

Customer: CityScape Schools

Supplier: School Finance Productivity  
Mindsphere Technology Group, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Leonard Brannon

Name: Paul D. King

Title: Superintendent

Title: Executive Officer  
School Finance Productivity

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Income Statement

**Parameters:**

Level: Function  
 Format: Rollup  
 District(s): 057841-Cityscape Schools  
 Date Range: 9/1/2015 - 4/30/2016  
 Account Mask:  
 Effective Date: 5/3/2016  
 Include Encumbrance: No  
 Add Encum. To Totals: No  
 Show History: No

		Actual				
		Budget	Encumbrance	09/01 - 04/30	FY to 5/3/2016	Percent
<b>Revenues &amp; Other Sources</b>						
00-5744	Gifts&Bequests	-\$ 58,333.00		-\$ 41,267.94	-\$ 41,267.94	70.75%
00-5749	Local Rev	-\$ 45,600.00		-\$ 85,436.20	-\$ 85,436.20	187.36%
00-5751	Food Serv Act	-\$ 6,000.00		-\$ 3,708.55	-\$ 3,708.55	61.81%
00-5811	Per Capita Apprmt	-\$ 528,318.57		-\$ 29,511.00	-\$ 29,511.00	5.59%
00-5812	FSP Entitlements	-\$ 3,217,806.43		-\$ 2,719,672.00	-\$ 2,719,672.00	84.52%
00-5829	St Prgm Rev Dist TEA	-\$ 54,778.49		-\$ 12,660.69	-\$ 12,660.69	23.11%
00-5921	School Breakfast Program	-\$ 33,250.00		-\$ 26,274.62	-\$ 26,274.62	79.02%
00-5922	National School Lunch Program	-\$ 180,000.00		-\$ 171,509.74	-\$ 171,509.74	95.28%
00-5929	Fed Rev Dist by TEA	-\$ 205,036.00		-\$ 110,331.37	-\$ 110,331.37	53.81%
00-7999	Restrct Net Assets Released	\$ 0.00		\$ 0.00	\$ 0.00	0.00%
35-5751	Food Serv Act	\$ 0.00		-\$ 592.10	-\$ 592.10	0.00%
<b>Total Revenues &amp; Other Sources</b>		<b>-\$ 4,329,122.49</b>		<b>-\$ 3,200,964.21</b>	<b>-\$ 3,200,964.21</b>	
<b>Expenditures &amp; Other Uses</b>						
11-6000	Instruction	\$ 1,844,131.53		\$ 1,253,986.80	\$ 1,254,872.48	68.05%
13-6000	PD	\$ 6,113.00		\$ 4,269.99	\$ 4,269.99	69.85%
23-6000	Principal	\$ 460,795.60		\$ 335,712.07	\$ 337,745.29	73.30%
35-6000	Food Sev	\$ 220,000.40		\$ 201,314.01	\$ 201,314.01	91.51%
36-6000	Extracur	\$ 0.00		\$ 0.00	\$ 0.00	0.00%
41-6000	Admn	\$ 242,131.60		\$ 244,349.13	\$ 245,702.40	101.47%
51-6000	Maint	\$ 380,211.24		\$ 235,326.97	\$ 235,326.97	61.89%
52-6000	Security	\$ 13,060.00		\$ 6,900.81	\$ 6,900.81	52.84%
53-6000	Data Procs	\$ 177,504.00		\$ 85,451.81	\$ 85,451.81	48.14%
71-6000	Debt Sev	\$ 229,411.73		\$ 119,535.23	\$ 119,535.23	52.11%
81-6000	Fund Raising	\$ 0.00		\$ 0.00	\$ 0.00	0.00%
99-6000	Undistributed	\$ 0.00		\$ 0.00	\$ 0.00	0.00%
<b>Total Expenditures &amp; Other Uses</b>		<b>\$ 3,573,359.10</b>		<b>\$ 2,486,846.82</b>	<b>\$ 2,491,118.99</b>	
<b>Overall Total</b>		<b>-\$ 755,763.39</b>		<b>-\$ 714,117.39</b>	<b>-\$ 709,845.22</b>	



**Balance Sheet by Object (Rollup)**  
 Effective 4/30/2016

No Account Code Filter Applied

District Filter: Cityscape Schools  
 County/District: 057841

CODE	ASSETS	AMOUNT
1101	Cash & Temp Inv	(\$18,256.86)
1105	Cash & Temp Inv	\$0.00
1110	Operating Cash - REGIONS BANK	\$717,720.75
1241	Due from State	\$164,487.09
1242	Due from Federal	\$0.00
1290	Other Receivables	\$4,394.26
1420	Captl Bond&Other Debt Issnce Cost	\$194,552.97
1510	Land Purch/Improv	\$315,000.00
1520	Bldg/Improv	\$3,348,677.60
1539	Fmnt/Equip	\$160,010.92
1559	Fmnt/Equip-Captl Leases	\$624,216.73
1571	Accum Depr Bldgs	(\$132,374.38)
1573	Accum Depr Fmnt&Equip	(\$4,841.89)
1576	Accum Depr Capital Leases	(\$139,518.43)
1580	Construction in Progress	\$3,900.76
<b>TOTAL ASSETS</b>		<b>\$5,237,969.52</b>

CODE	LIABILITIES	AMOUNT
2110	Accounts Payable	(\$19,660.15)
2111	Liabilities 8/31/212 Apta	\$0.00
2112	Accounts Payable Yr End	\$18,539.98
2122	Loans--Current Yr	\$274,671.00
2151	Federal Income Tax	(\$81.00)
2152	FICA/Medi	(\$2,127.00)
2153	Group Health&Life	\$123.10
2155	TRS	(\$18,149.16)
2156	Workers Comp	\$0.00
2157	SUTA	(\$1,270.22)
2159	Other	(\$30,063.94)
2160	Accrued Wages	(\$146,660.28)
2171	Due to General Fund	\$0.00
2510	Bond--Long-Term	(\$100,658.36)
2520	Loans--Long Term	(\$3,500,457.74)
2531	Capt Leases--Long Term	(\$438,487.62)
<b>TOTAL LIABILITIES</b>		<b>(\$3,964,281.39)</b>

CODE	FUND EQUITY	AMOUNT
3490	Perm Restr Net Assets	(\$303.33)
3590	Temp Restrct Net Assets	\$0.40
3600	Unrestricted Net Assets	(\$559,267.81)
xxxx	Revenue / Expenses	(\$714,117.39)
<b>TOTAL FUND EQUITY</b>		<b>(\$1,273,688.13)</b>

**Balance Sheet by Object (Rollup)**  
*Effective 4/30/2016*

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<b>CODE</b>	<b>FUND EQUITY</b>	<b>AMOUNT</b>
	<b>TOTAL LIABILITIES AND FUND EQUITY</b>	<b>(\$5,237,969.52)</b>