

Exhibit A

**MEMORANDUM OF AGREEMENT
BETWEEN
INTERCULTURAL DEVELOPMENT RESEARCH ASSOCIATION
AND
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
2010-2011**

Collaboration and Purpose

The Intercultural Development Research Association (IDRA) of San Antonio, Texas and the Ector County Independent School District (Ector County ISD) agree to collaborate in planning and implementing IDRA's Coca-Cola Valued Youth Program during the period of September 1, 2010 through August 31, 2011. The Coca-Cola Valued Youth Program has as its major goal the reduction of dropout rates.

Roles and Responsibilities

Ector County ISD agrees to implement the program at Advanced Technical Center(Permian High School and Odessa High School). Ector County ISD agrees to:

- Schedule and participate in staff training and technical assistance provided by IDRA; at different phases of the Coca-Cola Valued Youth Program, sessions will include some or all of the implementation team (program administrator, principals, teacher/coordinators, a representative of the receiving elementary teachers, family liaison and evaluation liaison);
- Provide for the collection of data, such as project participants' dropout rates, achievement scores and grades, absences and disciplinary action referrals for the Coca-Cola Valued Youth Program evaluation and research;
- Pay tutors at least minimum wages for a minimum of four hours weekly; and
- Identify a parent liaison/trainer who will conduct outreach and training of the Coca-Cola Valued Youth Program students' parents.

Ms. Rebecca Mull, Director of Purchasing, or an appointee, will serve as Ector County ISD's program administrator. In that capacity, she will select the school and personnel to participate in the Coca-Cola Valued Youth Program and provide the leadership and supervision necessary to the success of the program.

Services provided by IDRA:

- Training and Technical Assistance which includes three Implementation Team Meetings, on-going observations, case studies, sites observations, a Leadership Forum; and a Video Conference;
- Provide Year-End Evaluation Report for Advanced Technical Center (Permian High School and Odessa High School);
- Program Materials - tutor workbooks, end-of-year certificates and all other materials associated with training and technical assistance.

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Student Identification

On September 1, 2010, Ector County ISD will identify up to 100 secondary students in Advanced Technical Center (Permian High School and Odessa High School) to participate in the Coca-Cola Valued Youth Program according to the following pupil characteristics: (1) has a high propensity to drop out of school, (2) has been retained in grade at least once, (3) reads two or more years below grade level, (4) is not active in extra-curricular activities, (5) has higher absenteeism and/or disciplinary referrals than the district average, and (6) has no specific, set goals for a future career or post-secondary training.

Program Design

High school students in at-risk situations at Advanced Technical Center (Permian High School and Odessa High School) will serve as tutors at elementary schools to be determined. Tutoring will take place for one school period a day, four days a week. Tutoring sessions, together with a fifth-day class in the high school, will form part of a course offered as elective credit. The Coca-Cola Valued Youth Program will schedule role models to interact with students at least three times a year. Student tutors, either by themselves or with their tutees, will take a minimum of two field trips to local sites of cultural, economic or academic importance.

Finally, parents of student tutors will be involved in reviewing the Coca-Cola Valued Youth Program and learning about the role which they can play in their child's program. A minimum of two parent meetings will be conducted on such topics as:

- The Key Elements of the Coca-Cola Valued Youth Program; and
- Questions and Answers About School.

This agreement is in effect for a one-year period. Either party may cancel this agreement at the end of each year upon written notification to the other party.

Intercultural Development
Research Association

Ector County Independent School District

By _____
María Robledo Montecel, Ph.D.
President & CEO

By _____
Ms. Rebecca Mull
Director of Purchasing

Date

Date

CONTRACT

This contract is entered into between the **INTERCULTURAL DEVELOPMENT RESEARCH ASSOCIATION (hereinafter referred to as IDRA)** 5815 Callaghan, Suite 101, San Antonio, Texas 78228 and **Ector County Independent School District, 802 N. Sam Houston , Odessa, Texas 79761**, hereinafter referred to as the client.

Period of agreement

This agreement shall commence on September 1, 2010 and terminate on August 31, 2011.

Amount of Payment

Ector County ISD agrees to pay IDRA \$27,500.00 including travel and per diem for the implementation of the Coca-Cola Valued Youth Program at Advanced Technical Center (Permian High School and Odessa High School) and three respective elementary schools. The contract will be paid in the following manner: 50% of the amount in September 2010; 40% in December 2010; the remaining 10% in June 2011.

Terms of Payment

Payment for the services described herein in the amount specified above is due within thirty (30) days of receipt of invoice. A 1 1/2% penalty per month will be assessed to accounts which are over 60 days delinquent from date of invoice.

This agreement represents the entire agreement between the parties and supersedes all prior oral and written proposals and communications.

IDRA agrees to:

1. Provide end-of-program evaluation report for Advanced Technical Center (Permian High School and Odessa High School) participating in the Coca-Cola Valued Youth Program.
2. Provide training and technical assistance which will include:
 - Facilitation of three implementation team meetings;
 - A Leadership Day to include tutors from Advanced Technical Center (Permian High School and Odessa High School);
 - On-going monitoring of program, observations, case studies, faculty orientations for Advanced Technical Center (Permian High School and Odessa High School) and at respective elementary schools (to be determined);
 - Program materials: tutor workbooks, end-of-year certificates, and all other materials associated with training and technical assistance for the program;
 - Video conference for Advanced Technical Center (Permian High School and Odessa High School) tutors with another Coca-Cola Valued Youth Program site; and
 - Parent Meetings
3. Request input from district regarding level of need of participants;
4. Plan and develop the sessions for the aforementioned Coca-Cola Valued Youth Program;
5. Conduct the sessions in a professional manner;
6. Bill client for amount of contract;
7. Provide supportive documentation in reference to all billing which will be kept at IDRA Business Office;
8. Abide by specifications in Memorandum of Agreement (Exhibit A); and
9. Maintain the confidentiality of all data provided by the district for the Coca-Cola Valued Youth Program evaluation.

Ector County ISD agrees to:

- 1. Provide IDRA staff with date, time and place of session and number of participants;
- 2. Cooperate with IDRA by providing information on level of need of participants and any prior training in the aforementioned topics;
- 3. Pay student stipends and provide transportation for students as needed by the Coca-Cola Valued Youth Program; and
- 4. Abide by specification in Memorandum of Agreement (Exhibit A).

Amending the contract:

- 1. This agreement is given and accepted upon the expressed condition that it cannot, in any manner, be changed, altered, varied, or modified unless such modification, change, or alteration shall be in writing and executed by both parties.
- 2. This contract may be amended by mutual written agreement of both parties and terminated by either party with a (30) days written notice prior to cancellation.

Intercultural Development
Research Association

Ector County Independent
School District

By _____
María Robledo Montecel, Ph.D.
President & CEO

By _____
Ms. Rebecca Mull
Director of Purchasing

Date

Date