Institute Inc.

Evaluation Grants & Training Institute, Inc.

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN

DeSoto Independent School District
(DeSoto ISD)
(hereinafter referred to as District)
200 East Belt Line Road
DeSoto, TX 75115

EVALUATION GRANTS & TRAINING
(EGT) INSTITUTE, INC.
(Hereinafter referred to as Contractor)
135 Paseo del Prado, Suite 2
Edinburg, TX 78539

1. In consideration of promises and conditions contained herein, District and the Contractor do agree as follows:

Grant Development: ($5,000 one-time cost)

- Prepare and develop GEAR UP grant application according to the U.S. Department of Education guidelines.
- Coordinate and facilitate planning meetings.
- Compile and organize related program data.
- Research, review, and compile District student data.
- Research and compile District demographic data.
- Assist with the program concept development.
- Develop project budget.
- Develop draft proposal for review.
- Complete, deliver and submit final grant application.

Program Evaluation Services:
Upon being awarded the GEAR UP grant, it is agreed upon by all parties that DeSoto ISD will enter into a contract with EGT Institute, Inc., to conduct the comprehensive program evaluation services for the duration of the seven-year grant in the amount of $100,000 (9% to 10%) of the total annual grant award amount. Services will include:

a) Prepare and implement the evaluation component that meets all the requirements of the U.S. Department of Education.
b) Develop a formative and summative evaluation design.
c) Develop and implement an electronic project database.
d) Maintain database monthly.
e) Tailor database annually, as needed.
f) Collect and analyze quantitative and qualitative data.
g) Research and review participant data.
h) Assist in the development and implementation of assessment instruments.
i) Develop and disseminate pre-and post- surveys for annual reporting.
j) Attend regular program meetings, as needed.
k) Attend annual conference as required by the U.S. Department of Education.
l) Provide periodic recommendation based on qualitative and quantitative data.
m) Provide ongoing support and technical assistance to the project director on the project design.
n) Prepare annual performance report as required by the U.S. Department of Education.

Contractor or other person. Accordingly, Contractor hereby agrees that Contractor will not disclose to any person, other than directors, officers, employees, accountants, lawyers, Contractors, advisors, agents and representatives of, or other persons related to District, and that such disclosure shall be made only on a "need to know" basis in the course of carrying out Contractor's duties hereunder, any knowledge or information of a confidential nature pertaining to District or its successors and assigns, including without limitation, all unpublished matters relating to the business, properties, accounts, books and records, business plan and customers of the said corporations, or their successors and assigns, except with the prior written approval of the Board of Trustees of District, or except as may be required by law.

6. **INDEMNIFICATION.** To the extent authorized by the laws and Constitution of the State of Texas any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Contractor or Contractor's employees' or agents' performance or failure to perform duties pursuant to this Contract, shall be Contractor's sole obligation.

7. **TERMINATION.** This contract may be terminated by the District or Contractor upon written notification. In the event of termination by either party, the Contractor will be entitled to an equitable pro ration of the total compensation provided for services which have been performed as of termination.

8. **SCOPE OF AGREEMENT/PAYMENT TERMS.** This written contract constitutes the mutual agreement of Contractor and District in whole. No alteration or variation of the terms of this Contract and no oral understandings or agreements incorporated herein, unless made in writing between the parties hereto, shall be binding.

   District and the Contractor agree that upon award of the GEAR UP grant, Contractor will enter into a mutually agreeable contract to conduct the evaluation each year of the 7-year grant project including a one time, no-cost extension (Year 8), if granted. The Contractor for its evaluation services shall be paid monthly for work completed upon submittal of invoice, not to exceed $100,000 (9% to 10%) annually. Contractor will be reimbursed without mark-up for reasonable expenses (including meals, rental car, coach class airfare, and lodging) validly incurred directly and solely in support of the Project and approved by the District in advance.

9. **EFFECTIVE DATE-DURATION.** This contract shall commence on the **1st day of December 2024** and shall terminate at midnight on the **31st day of September 2033.**

IN WITNESS WHEREOF, District and the Contractor have executed this Contract.

DESOTO ISD

11/14/2024

Signature Date

EGT INSTITUTE, INC.

11/14/24

Signature Date

EIN#26-2569399

Institute Inc.

Evaluation Grants & Training Institute, Inc.

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN

DeSoto Independent School District
(DeSoto ISD)
(hereinafter to as Contractor)
200 East Belt Line Road
DeSoto, TX 75115

Evaluation Grant & Training Institute, Inc.
(EGT Institute, Inc.)
(hereinafter referred to as Consultant)
135 Paseo del Prado, Suite 2
Edinburg, TX 78539

In consideration of promises and conditions contained herein, Contractor and the Consultant do agree as follows:

1. **CONSULTANT RESPONSIBLITIES.** Consultant shall perform the following duties to the satisfaction of Desoto ISD:
   a. Prepare and implement the evaluation component for DeSoto's GEAR UP grant program that meets all the requirements of the U.S. Department of Education.
   b. Evaluator will develop a formative and summative evaluation design.
   c. Develop and implement an electronic project database.
   d. Maintain database monthly.
   e. Develop and tailor database annually, as needed.
   f. Collect and analyze quantitative and qualitative data.
   g. Research and review student, parent and educator data.
   h. Conduct annual comprehensive analysis of accumulative data.
   i. Produce and provide benchmark progress reports.
   j. Produce and provide staff development progress reports.
   k. Assist in the development and implementation of assessment instrument.
   l. Develop and disseminate participant surveys necessary for annual reporting.
   m. Attend regular GEAR UP meetings.
   n. Provide periodic recommendation based on qualitative and quantitative data.
   o. Provide ongoing support and technical assistance to the project director on the project design.
   p. Attend GEAR UP conference as required by the U.S. Department of Education.
   q. Prepare evaluation report regarding project's progress with baseline data for the project.
   r. Providing ongoing assistance with annual reporting.
   s. Prepare annual reports as required by the U.S. Department of Education.
   t. Maintain any personally identifiable student record information (as contemplated under the Family Educational Rights and Privacy Act ("FERPA") in a strictly confidential manner and only use the information for the purpose of performing its duties for the DeSoto ISD GEAR UP grant program.
   u. Strictly comply with any reasonable request from Contractor with respect to the dissemination, storing and destruction of any personally identifiable information from student education records.
   v. Prohibit any representative or employee of Consultant from distributing personally identifiable information from student education records to any other person or entity other than Contractor.
   w. Destroy any personally identifiable information from student records immediately after its use is no longer necessary for Consultant to perform its duties under the Agreement.

2. **CONTRACTOR RESPONSIBILITIES.** In consideration of the consultant's satisfactory performance of the responsibilities set forth herein, Contractor shall:

   a. Provide the appropriate documents, data and information for Consultant to complete and produce the **GEAR UP Evaluation**.

   b. Compensate Consultant a fee of $100,000 annually for the GEAR UP evaluation each year (7 years) the project is funded. Furthermore, if a no-cost extension (Year 8) is granted, Consultant will be contracted to conduct the evaluation at a fee proportionate to the approved current evaluation budget over the seven-year period and, as agreed by both parties prior to requesting the no-cost extension. Consultant shall be reimbursed for any necessary out of state or out of service area travel costs, provided such costs are preapproved in writing.

3. **OWNERSHIP OF PROGRAM DATA.** "Program Evaluation Data" means any and all reports, data compilations, drafts, charts, and other documents or electronic records, whether complete or incomplete, generated or produced by Consultant in complying with its duties under this agreement, and in which data specific to Contractor is in any way used. All Program Evaluation Data belong to Contractor. Consultant shall not in any way or at any time withhold from Contractor any Program Evaluation Data. Furthermore, it is understood by both Contractor and Consultant that all products (e. g. grant application, annual progress reports, etc.) developed and produced by Consultant are protected under the intellectual property and/or legal term protecting copyrights, patents, trademarks, and trade secrets which enable an institution(s) or people to earn recognition or financial benefit from what they invent or create.

4. **INDEPENDENT CONTRACTOR STATUS OF CONSULTANT AND/OR CONSULTANT FIRM.** The parties hereby agree that Consultant and Consultant's employees shall perform all duties pursuant to this Contract as an Independent Contractor and not as an employee of Contractor. Consultant shall have no claim against Contractor for vacation pay, sick leave, retirement benefits, Social Security benefits, workers compensation, disability benefits, unemployment benefits or any other benefits inuring to an employee of Contractor. Contractor shall have no control over the manner or methods by which Consultant performs the services agreed to herein. Consultant shall be wholly responsible for the payment of any taxes owed for the funds Consultant receives pursuant to this Contract.

5. **CONFIDENTIALITY.** Consultant recognizes and acknowledges that in the course of performing services required by this Contract, Consultant will have access to, become acquainted with, and obtain information and knowledge relating to the business, condition, methods of operation and other aspects of Contractor, its affiliates and their customers, employees and suppliers, some of which information and knowledge is confidential and proprietary, and that Consultant could substantially detract from the value and business prospects of Contractor in the event, during the term of this Contract or at any time thereafter, Consultant were to disclose to any person not related to Contractor or use such information and knowledge for the advantage of Consultant or other person. Accordingly, Consultant hereby agrees that Consultant will not disclose to any person, other than directors, officers, employees, accountants, lawyers, consultants, advisors, agents and representatives of, or other persons related to Contractor, and that such disclosure shall be made only on a "need to know" basis in the course of carrying out Consultant's duties hereunder, any knowledge or information of a confidential nature pertaining to Contractor or its successors and assigns, including without limitation, all unpublished matters relating to the business, properties, accounts, books and records, business plan and customers of the said corporations, or their successors and assigns, except with the prior written approval of the Board of Trustees of Contractor, or except as may be required by law.

6. **INDEMNIFICATION.** Consultant hereby agrees to indemnify and hold Contractor harmless from and against any and all claims, suits, damage or damages and/or loss or losses and/or action or actions of any kind as the result of and arising out of the services provided by Consultant under this contract.

7. **TERMINATION.** This Contract may be terminated by Contractor or Consultant upon written notification. In the event of termination by either party, Consultant shall be entitled to equitable pro ration of the total compensation provided for services which have been performed as of termination, provided that Consultant first transfers to Contractor all Program Data for the production of which consultant seeks compensation.

8. **SCOPE OF AGREEMENT/PAYMENT TERMS.** This written contract constitutes the mutual agreement of Consultant and Contractor in whole. No alteration or variation of the terms of this Contract and no oral understandings or agreements incorporated herein, unless made in writing between the parties hereto, shall be binding.

   This contract is solely for the services described within and for the services the Consultant may perform between **September 01, 2022 and August 31, 2029**. The Consultant shall be paid monthly for work completed and submittal of invoice; not to exceed $100,000.00 each year for the duration of the grant project.

   In addition, Consultant shall be reimbursed for any out-of-state or out-of-service travel cost, provided that each such cost is specifically approved in writing by the Contractor prior to the time it is incurred.

9. **APPLICABLE LAW.** The laws of the State of Texas shall govern this contract.

10. **EFFECTIVE DATE-DURATION.** This contract shall commence on the **1st day of September 2022** and shall terminate at midnight on the **31st day of August 2029**.

IN WITNESS WHEREOF, Contractor and the Consultant have executed this Contract.

DeSoto Independent School District

Signature Date

Evaluation Grants & Training Institute, Inc.

Cathy G. Trevino 08/24/22

Signature Date

EIN# 26-2569399