



# DeSoto

**Meeting Date:** October 24, 2022

**Meeting Type:** Regular

**Item Category:** Consent Item

**Primary Contact:** Dr. Usamah Rodgers

**Presenter(s)/Contact(s):** Nicholas Johnson/Jereese H. Johnson

**Item Name:** Evaluation Grants & Training Institute, Inc. (EGT) contract renewal for Year 5 of Next Generation GEAR UP

**Item Summary:** EGT is an educational research-based, independent corporation with extensive experience in evaluating U.S. Department of Education programs (USDE). EGT Institute’s highly experienced evaluators have a broad knowledge of scientifically based methodologies, data collections, analysis, and reporting requirements that allow for them to evaluate the progress of the Next Generation GEAR UP grant thoroughly and effectively on behalf of DeSoto ISD.

**Recommendation:** Administration recommends that the Board approves this item.

**Policy Reference:** EF Local

**Related Board Goal:** Goal 1: Future Readiness

**Strategic Plan Alignment:** Commitment 1: Treat every student as a whole child while building long-term health, safety, and empowerment.

**Currently Budgeted?**  Yes  No  No Budgetary Impact

**Fiscal Implications/Funding Source:** Next Generation GEAR UP

**Does this item require a competitive bid?** No **Method:** N/A

**Has the contract/agreement been reviewed by legal?** N/A **Date:** [Click to enter a date.](#)

**Completion or Implementation Timeline:** October 1, 2022 - September 30, 2023

**Action Required:** Record vote.

**Attachments:** EGT Contract - year 5



# Evaluation Grants & Training Institute, Inc.

## CONTINUATION CONTRACT FOR YEAR 5 GEAR UP EVALUATION SERVICES BETWEEN

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

**Evaluation Grants & Training Institute, Inc.**  
(EGT Institute, Inc.)  
(hereinafter referred to as Consultant)  
**135 Paseo del Prado, Suite 3**  
**Edinburg, TX 78539**

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

1. **CONSULTANT RESPONSIBILITIES.** Consultant shall perform the following duties to the satisfaction of Contractor.
  - a) Continue to prepare and implement an evaluation for **DeSoto's Next Generation GEAR UP** program that meets all the requirements of the U.S. Department of Education.
  - b) Maintain a formative and summative evaluation design.
  - c) Maintain the Youth Connection database monthly.
  - d) Tailor database annually, as needed.
  - e) Collect and analyze quantitative and qualitative data.
  - f) Research and review student, parent and educator data.
  - g) Conduct annual comprehensive analysis of accumulative data.
  - h) Produce and provide benchmark progress reports.
  - i) Assist in the development and implementation of assessment instrument.
  - j) Develop and disseminate student and parent surveys necessary for annual reporting.
  - k) Attend regular GEAR UP meetings.
  - l) Provide periodic recommendation based on qualitative and quantitative data.
  - m) Provide ongoing support and technical assistance to the project director and GEAR UP staff.
  - n) Attend GEAR UP conference as required by the U.S. Department of Education.
  - o) Prepare evaluation report regarding project's progress toward meeting performance measures.
  - p) Assist project director with preparing annual performance report required by the U.S. Department of Education.
  
2. **CONTRACTOR RESPONSIBILITIES.** In consideration of the consultant's satisfactory performance of the responsibilities set forth herein, CONTRACTOR:
  - a) Shall provide the appropriate documents, data and information for Consultant to complete and produce DeSoto's GEAR UP program Evaluation.
  
  - b) Shall compensate Consultant a fee of \$110,000 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.
4. **INDEPENDENT CONTRACTOR STATUS OF CONSULTANT AND/OR CONSULTANT FIRM.** Consultant and Consultant's employees shall perform all duties pursuant to this Contract as an Independent Contractor.
5. **INDEMNIFICATION.** Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Consultant or Consultant's employees' or agents' performance or failure to perform duties pursuant to this Contract, shall be Consultant's sole obligation.
6. **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.
7. **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 **October 01, 2022 and September 30, 2023**. The Consultant shall be paid monthly for work completed and submittal of invoice; not to exceed \$110,000 each year. In addition, Consultant shall be reimbursed for any out of town or out of state travel cost to attend GEAR UP capacity training or conferences provided by NCCEP and/or the US Department of Education.

8. **APPLICABLE LAW.** The laws of the State of Texas shall govern this contact.
9. **EFFECTIVE DATE-DURATION.** This contract shall commence on the **1<sup>st</sup> day of October 2022** and shall terminate at midnight on the **30<sup>th</sup> day of September 2023**.

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

**DeSoto Independent School District**

**Evaluation Grants & Training Institute, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature

08/31/22  
\_\_\_\_\_  
Date

EIN# 26-2569399