

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”) is made as of July 15, 2024 (the “Effective Date”) by and between the Educentric, Inc., a Florida corporation (“Educentric”) and the Galveston Independent School District (“Partner”) (each a “Party” and collectively the “Parties”).

### RECITALS

R-1 Partner wants to improve the performance and reputation of Royal Palm Exceptional Center and Educentric can provide exclusive services for this purpose.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter expressed and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions based on their mutual understanding and benefit.

1. **Length of contract:** The contract is for one year, with the option to renew.
2. **Educentric Services, Obligations and Consideration:** Educentric will provide the following services for the Partner:
  - a. Survey parents and staff at the start and end of the contract.
  - b. Give survey results to the principal and superintendent.
  - c. Train school teams, central office staff, and superintendent for two days.
    - i. Each school team has the principal, four teachers, and two parents.
    - ii. No more than five teams in one training group.
    - iii. Help schools find their value proposition and set their goals and North Star Metrics.
  - d. Help schools implement strategies and tactics to improve their performance.
  - e. Help schools get rid of ineffective programs and activities—taking things off teacher plates.
  - f. Make a communication plan for each school.
  - g. Help schools align their budgets with improvement strategies.
  - h. Teach school teams how to use the district’s strategic plan at their school level.
  - i. Compare program results with similar schools that are not in the program.
  - j. Provide an Accountability Navigator for each school team who will meet with them virtually for up to 25 sessions per school year.
  - k. Provide a year-end assessment of program results.
  - l. Send a monthly report to superintendent about each school’s progress and needs.
  - m. Guarantee second year coaching for free if school is not happy with first year results.

Educentric will make sure that the services are done by qualified and skilled people in a timely and professional way.

**3. Partner Services, Obligations and Consideration:** Partner agrees to do the following:

- a. Identify treatment and control schools.
- b. Identify four influencer/leader teachers from each treatment school to participate in the two-day training.
- c. Identify two influencer/leader parents from each treatment school to participate in the two-day training.
- d. Provide Educentric and School Teams with key results data for each participating school.
- e. Make sure that the school team members, central office staff, and superintendent attend the training.
- f. Each school will develop and implement a School BREAKTHROUGH Performance Model plan.
- g. Assure that the school principal and members of the school team meet with Educentric's Accountability Navigator up-to 25 sessions throughout the year.
- h. Each school will record their goals and report their progress in achieving those goals to their Educentric Navigator/coach on a regular basis.
- i. Identify central office staff members that will partner with an Educentric Navigator/coach to meet with school principal/team up-to 25 sessions throughout the year.
- j. The superintendent will meet with an Educentric executive coach each week for 15 minutes to receive feedback on treatment schools and to discuss their weekly progress/challenges.
- k. Be responsible for providing a training site for the two-day school team workshop-including electronic equipment, refreshments, food, beverages, etc.

**4. Independent Contractor Relationship:** The Agreement is by and between two independent entities that have an independent contractual relationship. Educentric shall provide all services under the Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in the Agreement shall be deemed to create any association, Partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between Partner and Educentric and any of their employees, agents, affiliates or other representatives, or between Partner and any individual assigned by Educentric to perform any services for Partner. The Parties agree that Partner is not to assume, nor shall it assume by this Agreement, any liability under the any state workers' compensation law, by or on behalf of any Educentric employees while said employees are on the premises of Partner or while performing any duty whatsoever under the Agreement, or while going to or from any of the services described herein. Educentric is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with or made to any federal, state, or local tax authority with respect to the performance of services and receipt of revenue(s) or funds under this Agreement.

**5. Termination:** Either Party or Educentric may terminate this Agreement immediately for default if the other party fails to cure all material defaults in its performance within fifteen (15) days of its receipt of written notice of its default(s) from the terminating party.

6. **Effects of Termination:** In the event of the expiration or termination of this Agreement:
  - a. All licensing rights granted by either party shall terminate, including, by way of example, software licenses that may be granted by Educentric or a license to use certain intellectual property by Partner. Both parties agree to execute any instruments reasonably requested by the other necessary to accomplish or confirm the foregoing.
  - b. Educentric shall disable all websites and web-based donation links within seven (7) days of the termination date, or on the agreed-upon termination date.
  - c. Termination or expiration of this Agreement shall not relieve any party hereto of its liability for the performance of obligations imposed upon such party during the effective period of this Agreement if such obligations have not been performed or completed at the time of termination, including the payment of funds, reporting, delivery of any products or the completion of services paid for by either party.
7. **Fees:** Fees for services provided are listed on Exhibit 1, attached hereto.
8. **Ownership of Intellectual Property:** All content and data created or compiled by Educentric in relation to its performance of this Agreement, including trademarks, databases, software used on the Educentric website, mobile application, and the like, is the property of Educentric and protected by copyright, trademark, and other laws that protect intellectual property and proprietary rights. Except for any copyrights, patents, trade secrets, trademarks, service marks, logos and other intellectual property rights owned or controlled by Partner prior to the execution of this Agreement, all rights, title and interest in or to any work product, including all materials prepared, developed, assembled or collected by Educentric, and any derivative works that are distinguishable or severable from Partner's pre-existing intellectual property produced by Educentric, pursuant to this Agreement, shall be exclusively owned by Educentric. Partner agrees to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. Partner agrees that use of protected content is solely for use in this fundraiser program and will make no other use of the content without the prior written consent of Educentric.
9. **Disclaimer:** Except as specifically set forth in this Agreement, Educentric specifically disclaims all warranties, express or implied, including any implied warranties of merchantability, or fitness for a particular purpose. In no event will Educentric be liable for any special, incidental, punitive, exemplary or consequential damages of any kind in connection with this agreement, even if Educentric has been informed in advance of the possibility of such damages.
10. **Assignment:** Neither party shall assign or otherwise transfer this Agreement or any interest therein or any right thereunder without the prior written consent of the other, which consent will not be unreasonably delayed or withheld. Notwithstanding the foregoing, (i) nothing herein shall prevent Educentric or Partner from utilizing subcontractors to perform some or all of their obligations hereunder; and (ii) no consent will be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation

by either Party, and this Agreement will automatically pass to and will be binding, in accordance with its terms, upon the successor entity upon the effective date of such transaction.

- 11. Governing Law; Jurisdiction:** To the extent not preempted by federal law, this Agreement shall be governed by and construed according to the laws of the State of Florida.
- 12. Legal Status:** Educentric is a Florida corporation authorized to conduct business in Florida. Partner is authorized to enter contracts for the professional services outlines in this Agreement.
- 13. Insurance:** Educentric agrees to maintain Commercial General Liability Insurance—occurrence/aggregate limit: \$2,000,000/\$4,000,000; Automobile Liability--Hired and Non-Owned Auto: \$2,000,000 combined single limits; Umbrella Liability Coverage—per occurrence: \$3,000,000; Professional Liability—Each claim limit/aggregate limit: \$1,000,000/\$1,000,000; Workers Compensation: \$1,000,000. Certificates of such insurance shall be furnished by Educentric to Partner upon request and shall contain the provision that Partner is given ten (10) days' written notice of any intent to cancel or terminate by either Educentric or the insuring company. Failure to furnish such insurance certificates or maintain such insurance shall be deemed a material breach and grounds for immediate termination of this Contract. All Educentric liabilities as defined within this contract will be capped at the greater of the compensation received by Educentric or the \$2,000,000 general aggregate liability policy.
- 14. Amendment:** This Agreement may not be amended or otherwise modified except by a writing signed by the Parties hereto.
- 15. Severability:** If any provision of this Agreement is, for any reason, held to be unenforceable, then the invalidity of that specific provision shall not be held to invalidate the remaining provisions of this Agreement. All other provisions and the entirety of this Agreement shall remain in full force and effect unless the removal of the invalid provision destroys the legitimate purposes of this Agreement, in which event this Agreement shall be canceled and terminated.
- 16. Notices:** Any notice required or desired to be given with respect to this Agreement shall be in writing and all approvals required hereunder shall be in writing, and all required notices shall be sent by registered or certified mail, return receipt requested or by overnight express courier (e.g., FedEx courier), or by electronic facsimile or email (with a read receipt notice) to the addresses identified below, which may be changed by either Party upon reasonable written notice to the other Party:

If to Educentric:  
EDUCENTRIC  
3200 N Ocean Blvd. #408  
Fort Lauderdale, FL 33308  
Attention: Terry Grier

If to Partner:  
Galveston ISD  
3904 Ave T  
Galveston, TX 77550  
Attention: Dr. Matthew Neighbors

**17. Interpretation, Entirety:** Headings are for convenience purposes only and shall not affect the interpretation of this Agreement. This Agreement, along with any schedules and exhibits constitute the entire Agreement between the Parties and supersedes any former oral or written agreement respecting the business relationship set forth, and the Parties expressly disclaim reliance on representations not set forth herein.

**18. Counterparts and Authority:** This Agreement may be executed in writing or by e-signature, may be executed together or in counterpart and exchanged between them, and may be delivered by hand, mail, facsimile, e-signature service, or email, and together will constitute a single valid and binding agreement. Any person signing this agreement on behalf of his or her respective organization has the authority to enter into this agreement.

Agreed and Accepted:

**PARTNER**

BY: \_\_\_\_\_  
Matthew Neighbors  
Superintendent

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

**EDUCENTRIC**

By: \_\_\_\_\_  
Terry Grier, CEO

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

# EXHIBIT 1

## EDUCENTRIC CONTRACT COST

TERM(S)	COST	NOT FOR COST SURVICES	NUMBER OF SCHOOLS	NAMES OF PARTICIPATING SCHOOLS (ADDITIONALSCHOOLS CAN BE SO INDICATED IN AN ADENDUM TO THIS EXHIBIT)
Year-One	One School -- \$60,000 Per School  Two Schools -- \$55,000 Per School  Three or More Schools -- \$50,000 Per School			
Year-Two (Optional)	One School -- \$50,000 Per School Two or More Schools— \$45,000 Per School	Free school coaching services – Up to 20 virtual sessions should school feel first-year school progress did not meet expectations		
Year-Three (Optional)	\$40,000 Per School	Free school coaching services – Up to 10 virtual sessions should school feel		

		second-year school progress did not meet expectations		
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**EDUCENTRIC**

By: \_\_\_\_\_  
Terry Grier

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

**SCHOOL DISTRICT**

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

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



**Office of the Secretary of State**

**CERTIFICATE OF FILING  
OF**

**Educentric, Inc.**  
File Number: 805241579

The undersigned, as Secretary of State of Texas, hereby certifies that an Application for Registration for the above named Foreign For-Profit Corporation to transact business in this State has been received in this office and has been found to conform to the applicable provisions of law.

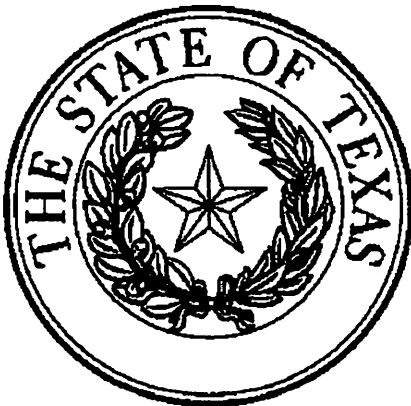
ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the authority of the entity to transact business in this State from and after the effective date shown below for the purpose or purposes set forth in the application under the name of

**Educentric, Inc.**

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 09/26/2023

Effective: 09/26/2023



A handwritten signature in black ink that reads "Jane Nelson".

Jane Nelson  
Secretary of State