

#### AGREEMENT TO PROVIDE SERVICES

Agreement between: Ancora Publishing and Safe & Civil Schools,

Divisions of Pacific Northwest Publishing, Inc. ("Company")

21 W. 6<sup>th</sup> Av. (541) 345-1442

Eugene, OR 97401 FAX (541) 345-6431

Tax I.D. Number: 51-0532241

Contact Person: Kimberly Irving, Professional Services Coordinator

Contracting District: **DeSoto Independent School District ("District")** 

200 E. Belt Line Rd. DeSoto, TX 75115

Contact Person: Metric Manning, District Administrator

Job #: 4628

Presenter: Robbie Rowan

Title of Session: MTSS Overview Tier 1 Continuation of Action Planning

Dates: June 10, 2025

July 30, 2025

Fees: \$6,000.00 per day, plus travel expenses

TOTAL FEES: \$12,000.00 plus travel expenses

## The Company and the District, for the consideration set forth below, agree as follows:

1. The District agrees to pay the Company \$12,000.00 in fees for the presentations listed above as detailed in Attachment A. The total amount paid for all agreements with the Company (i.e., Job #4627, 4628, and 4629), including materials, shall not exceed \$81,997.75. In addition, the District agrees to reimburse reasonable and necessary travel expenses incurred in connection with the services provided. For purposes of this agreement, acceptable travel is defined as travel directly related to the provision of contracted services, including transportation to and from the event location,

lodging if an overnight stay is required, and meals incurred during travel. All travel expenses must be reasonable, itemized, and accompanied by supporting receipts. An invoice with all applicable travel receipts will be provided by the Company within 30 days of the conclusion of each presentation.

- 2. If the District must cancel an in-person event, the District agrees to proceed with the session(s) being provided virtually, with or without a live audience, and will pay the applicable presentation fee as referenced above. At the request of the District, a recording of the session(s) will be made available to the District for a period not to exceed 30 days from the time of service.
- 3. Recording of sessions is not allowed without prior written permission.
- 4. It is the responsibility of the District to reproduce handouts.
- 5. The District agrees to purchase the required materials for the presentations detailed above and for all other presentations that are part of separate agreements specifically Job #4627, 4628, and 4629. The purchase of these materials is made in accordance with Attachment B.
- 6. Any term of this Agreement may be amended or waived only with the written consent of the District and the Company.
- 7. This Agreement constitutes the sole agreement between the District and the Company and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.
- 8. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Texas.
- 9. If one or more provisions of this Agreement are held to be unenforceable, both parties agree to renegotiate such provision in good faith. In the event that the parties to the Agreement cannot reach a mutually agreeable replacement, then such provision shall be excluded from the Agreement.

#### **On-Site Services Travel Policy:**

- If weekly COVID-19 case rates in your county are greater than 200/100,000, the training will be conducted virtually. There is no cancellation for elevated COVID-19 infection rates.
- Should the District decide to book the day in anticipation of it being on-site and the number is and/or rises back up to the 200+ category, the fee remains at the quoted flat rate and the contracted services will immediately be shifted to a virtual delivery model. The event will be conducted on the scheduled date listed on the fully executed contract/RFP/PO.
- Safe & Civil Schools reserves the right to return to a more restricted limit for in-person training if a new, more dangerous variant or other highly communicable virus emerges.

### For all virtual training sessions with Safe & Civil Schools, the District agrees to:

- Test the link at least two weeks before the day(s) of training.
- Ensure that participants have downloaded Zoom and updated to the most recent version (updates occur every few days to few weeks).
- Ensure that participants know how to access their session(s).

- Mandate or strongly encourage participants to access the sessions from a computer. Mobile devices (phones, tablets, etc.) are discouraged.
- Participants should be in their own classroom or individual setting at the time of the professional development. Participation is greater if participants have access to their own device.
- Provide directions, District standards of etiquette, and participation expectations to all who will attend.
- Provide your presenter(s) with information on the vision for this initiative and anticipated outcomes associated with the session(s).
- Give participants the District vision for this initiative and ensure that campus-based administrators echo the message before and during presentations.
- In most cases, a book is required and needed during the session(s). Ensure that all participants receive the accompanying book.

# On the day of each session:

Email:

- Ask participants to plan to arrive 5-10 minutes ahead of the scheduled start time to allow for any necessary troubleshooting.
- District will open the session by reminding participants of your entity's expectations on participation and standards of engagement while taking part in the session(s).
- Prompt the attendees to have their book on hand and use it throughout the session(s).

Required - Please initial:
District acknowledges that this is not a Trainer of Trainers event.
District acknowledges that books are required for each campus in attendance (If required materials are not purchased or if proof of previous purchase is not provided, Company will not provide the training.)
District acknowledges this document as legally binding and does not require a separate contract.
The person signing below is legally authorized by the District to bind them to this contract
Required - District Purchasing/Invoicing Contact information:
Contact Name:
Billing Address:
Phone:

By signing, you attest you have read and agree with all terms as written.	
Dr. Usamah Rodgers Superintendent of Schools, DeSoto ISD	Date
DocuSigned by:	
Matt Sprick	4/25/2025
Matt Sprick	Date
Chief Executive Officer	
Pacific Northwest Publishing, Inc.	