

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the “Agreement”) is entered into as of May 17, 2022 (the “Effective Date”) by and between EDpact L.L.C. (the “Consultant”), and Gregory-Portland Independent School District (the “District,” and together with the Consultant, the “Parties”).

RECITALS

WHEREAS, the District is engaged in providing public education, and the consulting business of EDpact L.L.C. is focused on educational impact for all students by providing operational and human capital support to educational organizations. ; and

WHEREAS, the District wishes to engage the Consultant as an independent contractor for the District for the purpose of providing the professional services set forth in Exhibit A attached hereto and made a part hereof (the “Services”) on the terms and conditions set forth below; and

WHEREAS, the Consultant wishes to provide the Services in accordance with the terms of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES.

- (a) Of the Contractor/Consultant. The Consultant agrees to do each of the following:
 - A. Perform the Services set forth in Exhibit A attached hereto; provided, however, that if a conflict exists between this Agreement and any term in Exhibit A, the terms in this Agreement shall control.
 - B. Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner acceptable to the District.
 - C. Perform the Services in a safe, good, and workmanlike manner.
 - D. Communicate with the District regarding progress the Consultant has made in performing the Services.

E. Provide services (including the Services) that are satisfactory and acceptable to the District.

(b) Of the District. The District agrees to do each of the following:

F. Engage the Consultant as an independent contractor to perform the Services set forth in Exhibit A to this Agreement.

G. Provide relevant information to assist the Consultant with the performance of the Services.

H. Satisfy all of the Consultant's reasonable requests for assistance in its performance of the Services.

2. NATURE OF RELATIONSHIP.

(a) Independent Contractor Status. The Consultant agrees to perform the Services hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Consultant is and will remain an independent contractor in its relationship to the District. The District shall not be responsible for withholding taxes with respect to the Consultant's compensation hereunder. The Consultant shall have no claim against the District hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party.

3. CONFIDENTIAL INFORMATION.

The Consultant agrees, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the District, or to disclose to any person, firm, or corporation without the prior written authorization of the District, any Confidential Information of the District. "Confidential Information" means any student and/or personnel records of G-PISD deemed confidential under the Family Educational Rights and Privacy Act of 1974, 20 USC §1232g ("FERPA") and other applicable laws, and any of the District's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs,

drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Consultant by the District, either directly or indirectly. The Consultant may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with District personnel or authorized representatives or for any other purpose the District may hereafter authorize in writing.

4. REPRESENTATIONS AND WARRANTIES.

(a) The Parties each represent and warrant as follows:

- A. Each Party has full power, authority, and right to perform its obligations under the Agreement.
- B. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
- C. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.

(b) The Consultant hereby represents and warrants as follows:

- A. The Consultant has the sole right to control and direct the means, details, manner, and method by which the Services required by this Agreement will be performed.
- B. The Consultant has the right to perform the Services required by this Agreement at any agreed place or location, and at such times agreed by the parties.
- C. The Services shall be performed in accordance with standards prevailing in the District's industry, and shall further be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and the Consultant shall obtain all permits or permissions required to comply with such standards, laws, rules, or regulations.
- D. The Services required by this Agreement shall be performed by the Consultant or the Consultant's staff, and the District shall not be required to hire, supervise, or pay any assistants to help the Consultant perform such Services.
- E. The Consultant is responsible for paying all ordinary and necessary expenses of its staff.

F. The Consultant is responsible for providing insurance coverage for itself and its staff.

(c) The District hereby represents and warrants as follows:

A. The District will make timely payments of amounts earned by the Consultant under this Agreement.

B. The District shall notify the Consultant of any changes to its procedures affecting the Consultant's obligations under this Agreement at least 30 days prior to implementing such changes.

C. The District shall provide such other assistance to the Consultant as the District deems reasonable and appropriate.

5. **COMPENSATION.**

(a) Terms and Conditions. The District shall pay the Consultant in accordance with the terms and conditions set forth in Exhibit A.

(b) Timing of Payment. Payments shall be made to the Consultant within thirty (30) days of the District's receipt of the Consultant's invoice for all Services performed to the District in accordance with Exhibit A. Consultant invoices shall detail the dates, times and nature of the work performed by Consultant for the period covered by the invoice.

(c) Expenses. Any expenses incurred by the Consultant in the performance of this Agreement shall be the Consultant's sole responsibility.

(d) Taxes. The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this Agreement and for all obligations, reports, and timely notifications relating to such taxes. The District shall have no obligation to pay or withhold any sums for such taxes.

6. **TERM.**

This Agreement shall become effective as of May 17, 2022 and, unless otherwise terminated in accordance with the provisions of Section 7 of this Agreement, will continue until the Services have been satisfactorily completed and the Consultant has been paid in full for such Services (the "Term") on August 31, 2023.

7. TERMINATION.

This Agreement may be terminated:

- (a) By either Party on the provision of thirty (30) days written notice to the other Party.
- (b) Following the termination of this Agreement for any reason, the District shall promptly pay the Consultant according to the terms of Exhibit A for only services rendered before the effective date of the termination. The Consultant acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement.

8. MODIFICATION.

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

9. ENTIRE AGREEMENT.

This Agreement constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

10. HEADINGS.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

DISTRICT

Signature Michelle Cavazos 5/16/2022
Name: Michelle Cavazos
Title: Superintendent

CONSULTANT

Signature Matt Pope 05/03/2022
Name: Matt Pope
Title: Founder, EDpact

EXHIBIT A

DUTIES, SPECIFICATIONS, AND COMPENSATION

A. **DUTIES.** The Consultant will perform the following work: Gregory-Portland Independent School District (G-PISD) to engage EDpact for contracted services for facilitating the implementation of the G-PISD Learning Framework. The G-PISD Learning Framework was developed beginning in October 2021 with a roll-out of the first draft of the Framework scheduled for April 2022. This proposal outlines the implementation support for G-PISD of the Framework including project management, professional learning/coaching supports and systems build-out based on the implementation plan. The timeline for this support would be from May 2022 until August 2023.

Focus	Scope
Project Management	<ul style="list-style-type: none"> ● Facilitate and Monitor the Project Plan for the Learning Framework initial implementation in collaboration with G-PISD Administrators including, but not limited to: <ul style="list-style-type: none"> ○ Check-ins with G-P leaders to monitor implementation and support continuous improvement ○ Monitor plan by tracking implementation efforts and provide ongoing communication of action steps ○ Track milestones and measurements to ensure fidelity of implementation while also ensuring continuous improvements ○ Provide input and support on adjustments to Framework and implementation plan
Professional Learning and Coaching Support	<ul style="list-style-type: none"> ● Provide professional learning and coaching on a range of topics to support the roll-out and alignment of the G-P Learning Framework including, but not limited to: <ul style="list-style-type: none"> ○ ESF/CNA/CIP for Leaders: provide professional learning for campus leaders on connecting the Effective Schools Framework and the Learning Framework and integrate into their CNA/CIP process ○ Framework overviews and alignment to BSC and other initiatives such as the Teacher Incentive Allotment (TIA) ○ Professional Learning and Coaching Support aligned to the Framework roll-out and implementation plan
Systems Build-out	<ul style="list-style-type: none"> ● Support the new systems and protocol designs based on the implementation plan and determination of Task Force of what needs to be created including, but not limited to: <ul style="list-style-type: none"> ○ Support Task Force members with creation, enhancement, and development of systems including, but not limited to, curriculum, instruction, assessment and learner-centered culture systems ○ Monitor implementation plan for systems development to keep roll-out on track

Timeline	Support and Engagements
May 2022- August 2023	<p>*4 days/quarter in-person professional learning, coaching, project management and support</p> <p><i>Quarter 1:</i> May-August 2022 <i>Quarter 2:</i> September-November 2022 <i>Quarter 3:</i> December 2022-February 2023 <i>Quarter 4:</i> March-May 2023 <i>Quarter 5:</i> June-August 2023</p> <p>*Ongoing (4-6 days per quarter) Technical and Virtual Support/Check-ins and asynchronous work on project management, professional learning and systems build-out</p> <p>Total: 8-10 days/quarter in-person and virtual</p>

B. SPECIFICATIONS. The Parties agree to the following additional specifications about the work to be provided:

- Days suggested are consulting and work days. They include both in-person, virtual and asynchronous development time. The number of days for PDs, meetings and/or Task Force facilitation is included in the numbers.
- Timeline is subject to change and will be scheduled between G-PISD and EDpact.

C. COMPENSATION.

As full compensation for the Services rendered pursuant to this Agreement, the District shall pay the Consultant the sum of \$72,000 total, to be paid in five increments according to the following schedule.

	Timeline	Amount
Quarter 1	May-August 2022	\$12,000
Quarter 2	September-November 2022	\$15,000
Quarter 3	December 2022- February 2023	\$15,000
Quarter 4	March-May 2023	\$15,000
Quarter 5	June-August 2023	\$15,000

[SIGNATURE PAGE FOLLOWS]

By signing below, the Parties agree to comply with all of the requirements contained in this Exhibit A.

Dated: 05/03/2022

DISTRICT:

Signature *Michelle Cavazos* 5/16/2022
Name: *Michelle Cavazos*
Title: *Superintendent*

CONSULTANT:

Signature *Matt Pope*
Name: Matt Pope
Title: Founder, EDpact