

**Notice of Regular Meeting
Board of Trustees
Wednesday, August 5, 2026**

A Regular Meeting of the Board of Trustees will be held on Wednesday, August 5, 2026, beginning at 6:00 PM, in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. For more information about public comment, see Policy BED. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

The subjects discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown.

- 1) Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas.
- 2) Pledge of Allegiance to the United States flag and the Texas flag.
- 3) Citizen's Request to Address the Board on Agenda and Non-Agenda Items. Please complete sign-up sheets available in the lobby prior to the start of the meeting.
- 4) Declaration of Conflicts of Interest.
- 5) District Reports
 - A) Superintendent's Report
 - B) Board Committee Reports
 - 1) Facilities/Finance Committee Chair- Mr. Johnny Smecca
- 6) Financial Reports and Budget Update
- 7) REGULAR AGENDA- Action Items
- 8) The Board may recess into Closed Executive Session in the Library as permitted by the Texas Open Meeting Act Government Code Sections 551.071- 551.090 Subchapter D and E.

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed meeting then the final action, final decision, or final vote shall be either:

- A) in the open meeting covered by the Notice upon the reconvening of the public meeting; or
- B) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

A) Consultation with Attorney (Tex. Govt. Code Section 551.071) - Consultation with attorney regarding pending or contemplated litigation, settlement offers, or matters in which the duty of the attorney to the school district under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the state's open meetings laws.

B) Personnel Matters (Tex. Govt. Code Section 551.074) – Discuss the appointment, employment, evaluation, reassignment, duties, discipline, dismissal or resignation of an employee or employees, including the Superintendent.

C) Real Property (Tex. Govt Code Section 551.072) – Discuss the purchase, exchange, lease or value of real estate in which the discussion in an open meeting would have a detrimental effect on the ability of the school district to negotiate with a third party.

- D) Prospective Gifts or Donations (Tex. Govt Code Section 551.073) – Discuss prospective gifts or donations to the Galveston Independent School District and/or individual campuses, programs or facilities.
- E) Network Security, Security Devices and Security Audits (Tex. Govt Code Sections 551.076 and 551.089) – Discuss Network security information; a security audit; the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices; or security assessment or deployments related to information resources technology.
- 9) Reestablish the open meeting of the Galveston ISD Board of Trustees.
- 10) CONSENT AGENDA - Action Items
- A) Consider approval of the minutes from the June 17, 2026 Regular School Board Meeting.
 - B) Consider approval of personnel resignations and recommendations with contracts.
 - C) Discuss and consider approval of payment of attorney fees.
 - D) Consider approval of Budget Amendments
 - E) Discuss and consider accepting donations in accordance with Board Policy CDC Local.
 - F) Discuss and consider approval of the renewal of the Workers’ Compensation coverage with TASB. 3
 - G) Discuss and consider approval for contracted services for professional support for Burnet Elementary and Central Middle School from Educentric in an amount not to exceed \$82,500. 11
- 11) Suggested Future Agenda Items
- 12) COMMENTS FROM THE BOARD OF TRUSTEES
- Pursuant to Texas Government Code Section 551.0415, Trustees may report on any of the following items:
- 1. Expressions of thanks, gratitude, and condolences
 - 2. Information regarding holiday schedules
 - 3. Honorary or salutary recognition of a public official, public employee, or other citizen
 - 4. Reminders regarding GISD events
 - 5. Reminders regarding community events
 - 6. Health and safety announcements
- 13) Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See TASB Policy BEC(LEGAL)]

For the Board of Trustees

Action Sheet

MEETING DATE:

August 5, 2026

AGENDA ITEM:

Discuss and consider approval of the renewal of the Workers' Compensation coverage with TASB

TASB's proposal for Workers' Compensation coverage for the 2026-27 fiscal year is \$277,104; however, the final amount will be based on the total payroll for the applicable year. Purchasing method utilized will be the TASB Interlocal Agreement as authorized under Texas statute.

RECOMMENDATION:

I move that the Board approve the renewal of the Workers' Compensation coverage with TASB for \$277,104 from September 1, 2026 through August 31, 2027.



Matthew Neighbors, Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer



June 22, 2026

Jeff Martello

Galveston ISD

Dear Jeff Martello,

The TASB Risk Management Fund is pleased to provide the following proposal for renewing coverage with the Fund for the coming year. The proposal reflects the Fund's ongoing commitment to the risk-sharing partnership among its more than 1,000 members.

The Fund is the oldest and largest governmental risk pool serving Texas public schools. A 21-member board comprised of school board members, superintendents, and administrators from member districts governs the Fund. The Fund's board of trustees ensures the Fund remains financially strong and responsive to member needs. Fund programs and coverages continue to respond to the risks shared by Fund members and reflect the challenges Fund members face today.

The coverage proposal on the following pages includes terms and contribution amounts for the programs in which your organization participates. A summary of changes and updates to the Fund's Coverage Agreements is included in this proposal. You can also access coverage agreements on the Fund's website.

Please review all terms, provisions, and features of this renewal proposal. When ready, you may accept this renewal proposal by signing the Contribution & Coverage Summary (CCS) and returning it by email to me or TASBRMF@tasbrmf.org. You may also complete the electronic acceptance using the link in the renewal email sent to the designated Program Contact. All provisions and terms of this CCS, including contribution amounts, are offered by the Fund in total as indicated only; if not accepted by the member in total, please contact your underwriter for other pricing and options.

Please note that if you take no action, coverage will automatically renew under the terms of this renewal proposal. If you wish to terminate coverage, the Fund must receive written notice of termination at least 30 days prior to your renewal date. If you are unsure of your plans to renew or have questions about this renewal proposal or any aspect of your Fund membership, please contact Selma Turner or any member of TASB's Underwriting or Marketing teams at 800.482.7276.

Thank you for your membership in the TASB Risk Management Fund and participation with all Fund members. The Fund is proud to be your partner in managing risk and serving the students and staff in your community.



TASB Risk Management Fund
P.O. Box 301, Austin, Texas 78767-0301 • 800-482-7276
12007 Research Blvd., Austin, Texas 78759-2439 • tasbrmf.org

Administered by the Texas Association of School Boards

Sincerely,
Selma Turner
Marketing Consultant
Division of Risk Management Marketing & Strategic Partnerships
Texas Association of School Boards, Inc.

TASB Risk Management Fund
12007 Research Blvd., Austin, Texas 78759-2439
P.O. Box 301, Austin, Texas 78767-0301
Toll-Free: 800.482.7276 | Austin area:

CC:



Galveston ISD

Contribution & Coverage Summary (CCS) Participation Period: 9/1/2026 through 8/31/2027

The following is a summary of coverage and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions can be found on the following pages and is part of this CCS. Please review all pages of this CCS document and associated Fund Coverage Agreements.

This document is not a declarations page. The Fund is not insurance but a self-insured risk pool through which members agree to share risk and actively participate in their contractual obligations as a member of the Fund.

Coverage	Contribution
Violent Act	No Cost
Workers' Comp Fully Funded	\$277,104
Total Contribution	\$277,104

THIS IS NOT AN INVOICE. The TASB Risk Management Fund will issue an invoice when coverage is accepted by the member. Total Contribution is an estimate and is subject to exposure audit.

All provisions and terms of this CCS, including contribution amounts, are offered by the Fund in total as indicated only; if not accepted by the member in total, please contact your underwriter for other options and updated pricing.



Galveston ISD

Workers' Compensation – Fully Funded

Participation Period: 9/1/2026 through 8/31/2027

Total Workers' Compensation – Fully Funded Contribution: \$277,104

The following is a summary of estimated payrolls and contribution for Workers' Compensation coverage. The amounts shown are subject to audit at the end of the Participation Period.

Classification	Estimated Payroll	Net Annual Rate	Estimated Contribution
7380 - BUS DRIVERS	\$2,557,327	0.01111864	\$28,434
7720 - POLICE OFFICER	\$782,752	0.01320470	\$10,336
8810 - CLERICAL OFFICE EMPLOYEES	\$2,987,317	0.00125096	\$3,737
8868 - PROFESSIONAL/ADMINISTRATON	\$48,371,687	0.00257101	\$124,364
9101 - ALL OTHERS	\$5,919,076	0.01862335	\$110,233
Total	\$60,618,159		\$277,104

Estimated Contribution	\$277,104
-------------------------------	------------------

Workers' Compensation – Fully Funded Provisions

Benefit Limits: Workers' Compensation benefits paid to Fund Member's employees under this CCS will be as defined in the Texas Workers' Compensation Act (the Act). The Fund is responsible for claims payments as reflected in this CCS. This CCS does not cover the defense of any suit or claim against a Fund Member except a workers' compensation claim by an eligible employee or former employee of the Fund Member for the payment of statutory workers' compensation benefits.

Cooperation: The Fund Member designates the TASB Risk Management Fund as the Workers' Compensation claim administrator of record for all purposes. Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.

Claims Reporting: For Workers' Compensation claims arising during the Participation Period, the Fund Member agrees to report those claims timely and solely to the Fund. The report of Workers' Compensation claims to any other entity will waive all Fund liability under this CCS for those claims, regardless of reporting sequence. Any fines levied against the Fund for the Fund Member's failure to comply with the rules and regulations of the Act will be the Fund Member's sole responsibility.

Seasonal Benefits Adjustments: The Fund adjusts weekly workers' compensation Temporary Income Benefits (TIBS) to zero during specific holiday periods. Benefit adjustments are always made during the summer, Thanksgiving, spring, and winter breaks. Other extended holiday periods may also trigger benefit adjustments.



Galveston ISD

Workers' Compensation Fee Schedule

Participation Period: 9/1/2026 through 8/31/2027

The following is a summary of the charges, fees, and terms of participation for Run-In claims.

Non-Allocated Claim Services	Fees	
New Indemnity Claim Set up	\$925	Per claim
New Medical Claim Set up	\$190	Per claim
New Record Only Claim Set up	\$25	Per claim

Allocated Claim & Cost Containment Services	Fees	
Bill Review	\$14	Per bill
Pre-Authorization (RN)	\$125	Per pre-authorization
Pre-Authorization (Physician)	At cost	
External Case Management (ECM)	At cost	
ECM Travel & Wait Time	At cost	
Peer Review by Physician Advisor	Time & Expense	
BRC, CCH, and SOAH and other regulatory representation	Prevailing judicial rates	
Subrogation Services	Included	
Subrogation Recovery	33% of recovery plus attorney fees	
External Investigations	At cost	
Legal Fees (regulated by DWC)	Per attorney rates	

Workers' Compensation — Fee Schedule Terms & Conditions

Allocated Claim and Cost Containment Service Services: Regardless of the original submission date of the claim, the Fund will allocate the Allocated Claim and Cost Containment Service Fees for any services during this participation period to the appropriate claims at the fees listed above.

Run-In Claims: Run-In Claims are existing claims carried over from a previous claims administrator and transferred to the Fund for administration or claims from a member moving from ASO to Fully Funded or Aggregate. Allocated Claim and Cost Containment Fees apply as shown above to any claims transferred to and administered by the Fund from a previous claims administrator (including the Fund) as "Run-In" claims during this or any prior Participation Period.

Subrogation: The Fund will provide subrogation recovery services for the Fund Member. The Fund Member will be entitled to recovered amounts (less applicable attorney fees) and retains the right of final litigation-related settlement decisions, including subrogation.



Program Coordinators

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current Coordinators associated with the Fund Member. After the proposal is bound by the Fund, an email will be sent to the Program Coordinators listed below with instructions for confirming or updating Fund Member contact information. If the Coordinator listed has changed or the Coordinator's name and email address are not listed, please follow the instructions in the email.

Current Program Coordinators

Program	Name	Title	E-mail
TASB RMF-Auto	Jeff Martello	Director of Finance	JeffreyMartello@gisd.org
TASB RMF-Liability	Jeff Martello	Director of Finance	JeffreyMartello@gisd.org
TASB RMF-Unemployment Compensation	Jeff Martello	Director of Finance	JeffreyMartello@gisd.org
TASB RMF-Workers' Compensation	Jeff Martello	Director of Finance	JeffreyMartello@gisd.org



Contribution & Coverage Summary General Provisions

Coverage: This CCS, the Fund's corresponding coverage agreements and their endorsements, the Fund Member's questionnaire, the Interlocal Participation Agreement (IPA), and the documents incorporated by reference into any of those documents, all for this Participation Period, outline the coverage terms and limits.

Claims Reporting: The Fund Member will provide timely notice of all claims to the Fund as required in the IPA, the applicable Fund coverage agreement, and this CCS. The lack of timely notice may result in a loss of coverage.

Definitions: Any terms not defined in this CCS will use the definition for that term from the corresponding Fund Coverage Agreement.

Payment: The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund will determine the contribution for each program and how each contribution is applied.

Termination: In addition to any CCS-specific provisions, the IPA outlines the termination-related provisions that govern this CCS. These provisions include the following: this CCS may be terminated by either party, with termination effective at the end of the Participation Period, by giving written notice to the other party no later than 30 days before the end of the Participation Period. If the Fund Member ceases to be an Active or Associate member of the Texas Association of School Boards, Inc., this CCS will terminate at the end of the Participation Period, and the Fund will not offer a renewal CCS. If neither party terminates this CCS, any renewal CCS offered by the Fund becomes effective based on the terms of the renewal CCS and will bind the Fund Member.

Fund Member Authorization:

I have read, approved, and agreed to this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and understand that my signature below contractually binds the entity I represent to this CCS and any other coverage-related or Fund participation agreements.

Authorized Signature

Date

Printed Name

Title

Action Sheet

MEETING DATE:

August 5, 2026

AGENDA ITEM:

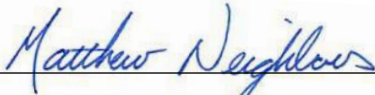
Discuss and consider approval for contracted services for professional support for Burnet Elementary and Central Middle School from Educentric in an amount not to exceed \$82,500.

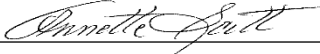
Galveston ISD Administration seeks to support the Burnet Elementary Leadership Team through the engagement of Educentric which focuses on the implementation of systems to progress monitor school performance which improve student outcomes. Educentric assisted the District with Weis 2024-2025 and with Central Middle School 2024 - 2026. The District will provide Central with extended support for 2026-2027.

The professional development will be funded through Title funds.

RECOMMENDATION:

I move that the Board of Trustees approve the contracted services for professional support for Burnet Elementary and Central Middle School from Educentric in an amount not to exceed \$82,500.


Matthew Neighbors, Ed. D.
Superintendent


Dr. Annette Scott
Assistant Superintendent for Student Support



Educentric
Bold Schools. Breakthrough Results.

Galveston Independent School District

Third-Year Renewal Contract Proposal for Central Middle School and Burnet Elementary School

June 12, 2026

Attention:

Dr. Matthew Neighbors

Superintendent of Schools

Prepared by:

Dr. Reid Whitaker

President of the Board

Educentric



Educentric
Bold Schools. Breakthrough Results.

3200 N Ocean Blvd, # 408
Fort Lauderdale, FL 33308

June 12, 2026

Dr. Matthew Neighbors, Superintendent
Galveston ISD
3904 Avenue T,
Galveston, TX 77550

Dear Dr. Neighbors,

We are excited to share our renewal proposal to continue the cooperative relationship with Galveston ISD. Educentric is a leading provider of school turnaround solutions. We help our clients achieve extraordinary results beyond just solving problems or making minor improvements. We focus on helping our schools have a transformation. The value of our offering includes:

- A Holistic Approach: Our model integrates all aspects of school performance, such as curriculum, instruction, assessment, culture, climate, leadership, and stakeholder engagement. It is based on the latest research and best practices from businesses that have been adapted for use in K-12 education.
- A Breakthrough Improvement Model: Our model guides schools to make strategic choices that lead to significant and lasting improvement. We help schools identify their current state and desired state and teach them to focus on their North Star Metric—the one measure that matters most for their success.
- A School-Centered Approach: Our model requires each school to analyze parent and staff feedback and key performance indicators to identify their Value Proposition and North Star Metric. School teams are taught to develop strategies and tactics to remove barriers keeping them from reaching their North Star Goal.
- A Listening Tool: We survey staff and parents twice per year, providing valuable information and insight to school and central staff teams.
- A Collaborative Approach: We train teachers and parents to assume leadership roles in our breakthrough performance process through our site-based decision-making model. We help central office staff transition from a compliance-driven model to a support-driven model.
- A School Improvement Coach: We provide a Navigator (mentor/coach) that meets virtually with each school breakthrough team one hour for 25 sessions throughout the school year to help monitor their progress toward achieving their North Star Metric on an on-going basis.
- A digital platform that allows schools to talk and collaborate with other schools doing similar work and share best practices.



Educentric
Bold Schools. Breakthrough Results.

- A Key Results system, which lets schools monitor the outcomes of their actions and gauge results based on performance.

Please review the attached proposal and let us know if you have any questions or feedback. Thank you for your consideration and interest in Educentric. We look forward to working with you and helping your schools achieve breakthrough performance.

Sincerely,

Reid Whitaker
President of the Board
832-628-2717
reid@educentric.org
www.educentric.org



Table of Contents

Tab 1 – Master Agreement / Signature.....	5-9
Tab 2 – Pricing	10
Tab 3 – School Breakthrough Performance Model	11
Tab 4 – School Breakthrough Performance Process	12-17
Tab 5 – References & Testimonials.....	18-23
Tab 6 – Success Stories.....	24
Tab 7 – Case Study: Young Women's College Preparatory Academy	25-28
Tab 8 – Educentric's Uniqueness.....	29
Tab 9 – Comparison: Educentric vs. Traditional School Improvement Plans	30-33
Tab Appendices	
Appendix A: Educentric Overview Step-by-Step Approach to Breakthrough School Performance.....	34-36
Appendix B – Sole Source Letter.....	37-38
Appendix C – Insurance Certificate.....	39-47
Appendix D – Educentric Team Members	48-51

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”) is made as of June 12, 2026 (the “Effective Date”) by and between Educentric, Inc., a Florida corporation (“Educentric”) and the Galveston ISD (“Partner”) (each a “Party” and collectively the “Parties”).

RECITALS

R-1 Partner wants to improve the performance and reputation of its schools 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 Subscription Services: August 1, 2026, to July 31, 2027

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 a principal, other administrator, up to four teachers, and possibly two parents.
 - ii. No more than five teams in one training group.
 - iii. Help schools identify their value proposition and develop their North Star Metric.
- 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.
- 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.
- k. Provide a year-end assessment of program results.
- l. Send a monthly report to the superintendent about each school’s progress and needs.
- m. Educentric is committed to ensuring that the district achieves maximum effectiveness with the highest return on investment possible by working with the assigned schools to improve student achievement and school accountability. Educentric will work with each designated school to develop, define, monitor, track, and measure priority objectives that will be directly linked to this success.

Service Details in this Contract

Burnet Elementary School School Year 2026-2027

- **Two-Day Launch Training:** Educentric will facilitate a two-day launch training to support the school team in developing its focused improvement plan and implementation structure.
- **10 On-Site Visits:** Dr. Tammie Daily, Educentric's Navigator, will visit Burnet Elementary School for a half-day each month in the span of the school year.
- **10 Virtual Navigation Meetings:** Between on-site visits, Dr. Daily will host virtual meetings with the Burnet Elementary School SBT to support progress monitoring, address barriers, and maintain implementation momentum.

Central Middle School Additional Support for School Year 2026-2027

- **1-Day Refresher Training**
- **4 Quarterly On-Site Visits:** Dr. Tammie Daily, Educentric's Navigator, will visit Central Middle School for a half-day once per quarter during the 2026–2027 school year.
- **8 Virtual Navigation Meetings:** Dr. Daily will also meet virtually with the Central Middle School SBT eight times during the 2026–2027 school year to check progress, discuss challenges, and support the team's next steps.

Educentric will ensure that the services are provided by qualified and skilled people in a timely and professional manner.

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

- a. Identify schools for the service
- b. Identify up to 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 ask to participate in the training and be a part of the committee
- 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 Flight Plan
- g. Be responsible for providing a training site for the two-day school team works, which includes electronic equipment, refreshments, food, beverages, etc. Provide breakfast and lunch for the training days.

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 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 applications, 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 the 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 Texas. Partner is authorized to enter contracts for the professional services outlined 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: Reid Whitaker

If to Partner:

Galveston ISD

3904 Avenue T,

Galveston, TX 77550

Attention: Dr. Matthew Neighbors, Superintendent

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 supersede 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 counterparts and exchanged between them and maybe 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: _____

Dr. Matthew Neighbors, Superintendent

Date: _____

EDUCENTRIC

By: 

Reid Whitaker, President of the Board

Date: June 12, 2026

EXHIBIT 1

Burnet Elementary School School Year 2026-2027

- **Two-Day Launch Training:** Educentric will facilitate a two-day launch training to support the school team in developing its focused improvement plan and implementation structure.
- **10 On-Site Visits:** Dr. Tammie Daily, Educentric's Navigator, will visit Burnet Elementary School for a half-day each month in the span of the school year.
- **10 Virtual Navigation Meetings:** Between on-site visits, Dr. Daily will host virtual meetings with the Burnet Elementary School SBT to support progress monitoring, address barriers, and maintain implementation momentum.

The total contract price for Burnet Elementary School is **\$55,000**, billed as follows:

- **\$20,000 Launch Training Fee** due after the Launch Training in July 2026
- **\$35,000 remaining balance** due during the Fall Semester 2026

Central Middle School Additional Support for School Year 2026-2027

- **1-Day Refresher Training**
- **4 Quarterly On-Site Visits:** Dr. Tammie Daily, Educentric's Navigator, will visit Central Middle School for a half-day once per quarter during the 2026–2027 school year.
- **8 Virtual Navigation Meetings:** Dr. Daily will also meet virtually with the Central Middle School SBT eight times during the 2026–2027 school year to check progress, discuss challenges, and support the team's next steps.

The total contract price for Central Middle School is **\$27,500**, billed as follows:

- **\$10,000 Refresher Training Fee** due after the Refresher Training in July 2026
- **\$17,500 remaining balance** due during the Fall Semester 2026

Contract Total: \$82,500

EDUCENTRIC

By: Reid Whitaker

Reid Whitaker

Date: June 12, 2026

SCHOOL DISTRICT

By: _____

Dr. Matthew Neighbors

Date: _____