



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



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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.



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- 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



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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:

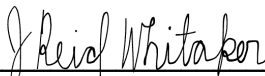
PARTNER

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: _____