

## ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement (Agreement) is made and entered into by and between the Sanger Industrial Development Corporation (SIDC), a Type 4A corporation under the Development Corporation Act of 1979 (Act), and the Sanger Education Foundation, Inc., a Texas non-profit corporation (SEF), on behalf of the Sanger Independent School District (SISD), together referred to as the Parties.

### RECITALS

**WHEREAS**, the SIDC seeks to support workforce development and training initiatives for students in SISD's Career and Technical Center (CTC) programs, including Automotive, Business Marketing and Entrepreneurship, and Cosmetology, through a grant implemented by SEF; and

**WHEREAS**, SIDC has agreed to provide funding for the CTC programs under the terms outlined in a Memorandum of Understanding (MOU) with SEF, attached hereto as Exhibit A; and

**NOW, THEREFORE**, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### ARTICLE 1

#### PURPOSE AND SCOPE

- 1.1. *Purpose.* This agreement defines the roles and responsibilities of the SIDC, SEF, and CTC in pursuant to the Sanger Workforce Achievement Grant (Grant) to support the CTC programs for Automotive, Business Marketing and Entrepreneurship, and Cosmetology, as outlined in the MOU.
- 1.2. *Scope of Work.* The funding provided by SIDC will support the enhancement and expansion of the CTC programs, including curriculum development, instructor training, equipment purchases, and other activities, as outlined in the MOU.

### ARTICLE 2

#### MEMORANDUM OF UNDERSTANDING

- 2.1. *Incorporation.* The MOU between SIDC and SEF, which outlines the full terms, responsibilities, and expectation for the Grant, is attached hereto as Exhibit A and is incorporated by reference into this Agreement.
- 2.2. *Content.* The MOU shall specify the following:
  - 2.2.1. Total amount of the grant funding provided by SIDC.
  - 2.2.2. Specific goal and objectives for the implementation of the Grant for the CTC Programs (Automotive, Business Marketing and Entrepreneurship, and Cosmetology).
  - 2.2.3. Reporting and performance metrics.

### ARTICLE 3

#### ROLES AND RESPONSIBILITIES

- 3.1 Sanger Industrial Development Corporation (SIDC).
  - 3.1.1. Provide the \$234,075 Grant to SEF as outlined in the MOU.
  - 3.1.2. Monitor and evaluate the progress of the grant-funded programs through regular reporting and performance metrics, referenced in the MOU.

- 3.1.3. Ensure the Grant funds are used according to the terms set forth in the MOU and this Agreement.
- 3.2. *Sanger Education Foundation (SEF).*
  - 3.2.1. Oversee allocation and distribution of Grant funds to SISD Career and Technology Center in accordance with the MOU.
  - 3.2.2. Provide SIDC with regular SISD CTC progress reports on fund usage, progress toward goals, and any challenges or delays encountered, as outline in the MOU.
  - 3.2.3. Ensure funds for the designated CTC Programs (Automotive, Business Marketing and Entrepreneurship, and Cosmetology), are in accordance with the MOU.
  - 3.2.4. Facilitate collaboration or coordination between SIDC and SISD to ensure successful Program implementation, in accordance with the MOU.
- 3.3. *Sanger Independent School District (SISD).*
  - 3.3.1. Utilize the grant funds to enhance and expand the CTC programs, as described in the MOU.
  - 3.3.2. Provide SEF with regular updates on fund usage, program outcomes, and any challenges, as required by the MOU.
  - 3.3.3. Maintain records and CTC Programs documentation for auditing and reporting purposes, as required by the MOU.

**ARTICLE 4  
GRANT FUNDING AND DISBURSEMENT**

- 4.1. *Payment Schedule.* The funds will be disbursed to SEF, as outlined in the MOU.
- 4.2. *Use of Funds.* The Grant funds will be used exclusively for the CTC Programs (Automotive, Business Marketing and Entrepreneurship, and Cosmetology CTC Programs), as outlined in the MOU.
- 4.3. *Financial Accountability.* SEF and SISD will maintain accurate records of expenditures, and both parties agree to cooperate with SIDC in providing financial documentation, as outlined in the MOU.

**ARTICLE 5  
REPORTING AND MONITORING**

- 5.1. *Progress Reports.* SEF will provide SIDC with regular Sanger ISD CTC progress reports on the use of the grant funds and the outcomes of the noted CTC Programs, as referenced in the MOU. These reports will include:
  - 5.1.1. Summary of activities and progress toward meeting Program objectives.
  - 5.1.2. An update on expenditures and remaining budget.
  - 5.1.3. Any issues or obstacles encountered, along with corrective actions taken.
- 5.2. *Final Report.* Upon completion of the grant period or as otherwise specified in the MOU, SEF will provide a Final Report to SIDC detailing the outcomes of the funded Programs, including the number of students served, educational improvements, number of Certifications earned by students and any other relevant impact measures.

**ARTICLE 6  
DURATION AND TERMINATION**

- 6.1. *Term.* This agreement will commence on the effective date of execution and continue in effect until the grant funds have been fully utilized or the CTC Programs are completed, whichever occurs first,

in accordance with the terms outlined in the MOU. This agreement may be terminated earlier by mutual written consent of the Parties or as otherwise provided in the MOU.

6.2. *Termination for Breach.* If any Party breaches this Agreement or the MOU, the non-breaching Party may terminate the Agreement with 30 days' written notice, provided the breach is not remedied within that period.

## **ARTICLE 7 MISCELLANEOUS PROVISIONS**

- 7.1. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 7.2. *Agreement.* This Agreement, together with Exhibit A (the MOU), constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings, whether written or oral, between the Parties.
- 7.3. *Amendments.* Any amendments to this Agreement must be made in writing and signed by all Parties.

FOUNDATION: Sanger Education Foundation (SEF)  
Attention: Valerie Foster, Executive Director  
400 Bolivar Street, Suite 102  
Sanger, TX 76247

SISD/CTC: Sanger Independent School District Career and Technology Center (CTC)  
Attention: Erica Chupp, Coordinator of Student Services/CTE  
100 Indian Lane  
Sanger, TX 76266

SIDC Sanger Industrial Development Corporation  
Attn: Nancy McAlister, Board President  
301 Bolivar Street  
Sanger, TX 76266

With copy to: City of Sanger  
Attention: John Noblitt, City Manager  
502 Elm Street  
Sanger, TX 76266

**EXECUTED** and effective as of the date of the last Authorized signature below (the Effective Date).

**SIDC: Sanger Industrial Development Corporation**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

By: \_\_\_\_\_  
Nancy McAlister, SIDC President

**Sanger Education Foundation**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

By: \_\_\_\_\_  
Valerie Foster, Executive Director

**SISD/CTC: Sanger Independent School District Career and Technology Center**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

By: \_\_\_\_\_  
Erica Chump, Coordinator of Student Services/CTE

**Attest:**

\_\_\_\_\_  
Kelly Edwards, City Secretary

**Exhibit A**  
***Memorandum of Understanding***

MEMORANDUM OF UNDERSTANDING  
by and between  
the Sanger Industrial Development Corporation (SIDC)  
and

the Sanger Education Foundation (SEF) on the Sanger Independent School District (SIDC)

This Memorandum of Understanding (MOU) is made and entered into by and between the Sanger Industrial Development Corporation (SIDC) and the Sanger Education Foundation (SEF), and the Sanger Independent School District (SISD), collectively referred to as the "Parties."

Effective Date:

### 1. Purpose

The purpose of this MOU is to outline the roles, responsibilities, and understanding between the Parties in the allocation and use of the Sanger Workforce Achievement Grant (Grant) in the amount of \$234,075. This Grant will be used to support the Career and Technology Center (CTC) Program within the Sanger Independent School District, with a focus on the Automotive, Business Marketing and Entrepreneurship, and Cosmetology. The goal is to provide vital training, skills, and opportunities for students to succeed in the local economy and workforce.

### 2. Scope of Work

The funding will be used for the following:

#### 2.1. Purchase of Equipment, Supplies, and Materials:

- 2.1.1 Automotive Technology Program: Equip students with the hands-on tools and machinery required to develop industry-standard automotive repair and maintenance skills.
- 2.1.2 Business Marketing and Entrepreneurship Program: Supply students with the latest business management software tools, and resources to understand market dynamics, financial analysis, and entrepreneurship, equipping them for success in various business sectors.
- 2.1.3 Cosmetology Program: Provide students with the necessary tools, equipment, and materials preparing them for industry certifications.

#### 2.2. Development of Student Skills, Certifications, and Hands-on Experiences:

- 2.2.1 The funding will be used to provide CTC students with the practical skills, industry-recognized certifications, and real-world experience necessary to enter the workforce and achieve long-term career success.
- 2.2.2 Enhanced job readiness through up-to-date and relevant training materials that align with employer expectations.
- 2.2.3 Opportunities for industry certifications that increase student qualifications and make them more competitive in the job market.

### 3. Roles and Responsibilities:

#### 3.1. Sanger Industrial Development Corporation (SIDC):

- 3.1.1. Provide the full grant amount of \$234,075 to the Sanger Education Foundation for implementation of identified CTC program located within the Sanger Independent School District.
- 3.1.2. Collaborate with SEF and SISD to ensure the appropriate allocation of funds for maximum impact.
- 3.1.3. Monitor and evaluate the progress of the Grant-funded programs through regular reporting and performance metrics.

3.2. Sanger Education Foundation (SEF):

- 3.2.1. Serve as the fiduciary agent for the grant funding, ensuring the funds are properly managed and distributed in accordance with this MOU, and in accordance with SEF policies and procedures.
- 3.2.2. Assures SISD CTE identifies and purchases specific equipment and materials required for the CTE programs utilizing SISD approved vendors and in accordance with SISD purchasing policies and procedures.
- 3.2.3. Provide regular SISD CTC Performance reports on the use of grant funds and program progress to SIDC.

3.3. Sanger Independent School District (SISD):

- 3.3.1. Use the Grant funds exclusively for the intended purpose as outlined in this MOU.
- 3.3.2. Implement the CTE programs, ensuring the equipment and curriculum are used to maximize student success.

3.4. Reporting and Evaluation:

- 3.4.1. SEF and SISD will provide regular updates on the progress of the funded programs, including financial reports and assessments of student outcomes, to the SIDC. This may include formal reports at agreed-upon intervals, such as quarterly or annually.

4. Grant Funding and Disbursement:

- 4.1. Grant funds shall be provided to the Sanger Education Foundation in one lump sum of \$234,075.
- 4.2. SEF will manage and disburse the funds in alignment with the purpose of this MOU.
- 4.3. SEF and SISD will maintain accurate records of expenditures, and both parties agree to cooperate with SIDC in providing financial documentation as requested for review.
- 4.4. Grant funds will be used exclusively for the enhancement and expansion of the Automotive, Business Marketing and Entrepreneurship, and Cosmetology CTC programs.

5. Term and Termination:

- 5.1. This MOU will be effective as of the date written above and shall remain in effect until the full grant amount is expended, or for a period of up to one year, whichever occurs first. The MOU may be terminated earlier by mutual agreement of the Parties or upon the completion of the program objectives.

- 5.2. If either Party breaches this MOU or the attached Agreement, the no-breaching Party may terminate this MOU with 30 days' written notice, provided that the breach is not remedied within that period.

## 6. Dispute Resolution

- 6.1. In the event of any disputes arising from this MOU, the Parties agree to attempt resolution through good faith negotiations. If a resolution cannot be reached, the dispute will be referred to a neutral third-party mediator for determination of fair resolution.

## 7. Miscellaneous

- 7.1. Any amendments or modifications to this MOU must be made in writing and signed by all Parties.
- 7.2. Parties affirm their commitment to fostering workforce development and educational success for students in the Sanger ISD community.
- 7.3. This MOU is intended to create legally binding obligations and represents the intent of the Parties to collaborate on the use of the Grant for the specified purpose.

## 8. Recapture Provision

- 8.1. In the event that any portion of the Sanger Workforce Achievement Grant is not used for the intended purposes as outlined in this MOU, or if the Parties determine that the funds were mismanaged, misallocated, or otherwise improperly used, as noted below, although not exclusively:
  - 8.1.1 Mis-use of Funds: If it is determined that the Grant funds were not used in accordance with the purposes outlined in this MOU, the Sanger Education Foundation (SEF) may be required to return any unused funds to Sanger Industrial Development Corporation (SIDC). Sanger Independent School District (SISD) may be required to return any misallocated awarded funds to the Sanger Industrial Development Corporation (SIDC).
  - 8.1.2 Failure to Achieve Goals: If the CTC programs funded by this Grant do not demonstrate significant progress toward achieving the stated objectives (i.e., enhanced student outcomes, successful implementation of curricula, or improved workforce readiness), SIDC may require SISD to return all or part of the funds. A review and evaluation process will take place at the [quarterly/annual] intervals, or at other intervals deemed appropriate by SIDC, to assess the effectiveness of the funded programs.
  - 8.1.3 Misrepresentation or Fraud: In the event of misrepresentation, fraud, or any illegal activity relating to the use of grant funds, SISD shall be obligated to repay all funds disbursed under this MOU. This includes but is not limited to intentional falsification of expenditure reports, misstatement of Program progress, or any other activities that violate the terms of this MOU.
  - 8.1.4 Recapture of Funds: If it becomes necessary for the SIDC to enforce the Recapture provisions, SIDC shall initiate a formal process, including written notice to SEF and/or SISD, outlining the specific violation and the amount of funds to be returned. The return must occur within 30 days after such determination.



IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the Effective Date written above.

Sanger Industrial Development Corporation (SIDC)

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

Name:

Title:

Date:

Sanger Education Foundation (SEF)

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

Name:

Title:

Date:

Sanger Independent School District (SISD)

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

Name:

Title:

Date: