



**BOARD OF TRUSTEES, EL PASO INDEPENDENT SCHOOL DISTRICT
SPECIAL BOARD MEETING
JUNE 2, 2026
8:00 AM
EPISD Administration Building (1014 North Stanton Street, El Paso, Texas, 79902)**

Videoconference Notice:

A quorum of the Board of Trustees will be physically present at the EPISD Administration Building (1014 North Stanton Street, El Paso, Texas, 79902), and it is the intent to have a quorum of the Board present at that location. Pursuant to Texas Government Code 551.127, if a quorum of the Board is physically present at the designated location, other Trustees may attend and participate in this meeting via videoconference.

**Announcement of Meeting/Agenda
As Directed under the Provisions of the
Texas Open Meetings Act,
Texas Government Code, Chapter 551**

If, during the course of the meeting covered by this Notice, the Board of Trustees should determine that a closed or executive meeting or session of the Board of Trustees is required, then such closed or executive meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., or Texas Government Code 418.183 (f), will be held by the School Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act. 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.

Subject of Meeting

- 1. Call to Order**
- 2. Public Forum**
- 3. Consent Agenda**

(Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a Consent Agenda listing several items for approval of the Board by a single motion. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review.)

A. Approval of Minutes

1. [Approval of May 19, 2026, Board of Trustees Meeting Minutes](#)
2. [Approval of May 26, 2026, Special Board Meeting Minutes](#)

B. Approval of Interlocal Agreements and Memorandums of Understanding

1. [Approval of Memorandum of Understanding Between Education Service Center Region 19 and El Paso Independent School District for Texas Reading Academies ESC Implementation \(Budgeted General Operating Funds - Not to Exceed \\$318,000.00\)](#)
(To provide the required House Bill 3 and Texas Education Agency Reading Academies training)
2. [Approval of State Agency License Agreement Renewal between El Paso Independent School District and the State of Texas, Acting by and through the Health and Human Services Commission, for and on behalf of the El Paso Psychiatric Center](#)
(To continue with a parking space license agreement for 135 spaces for El Paso Psychiatric Center employee vehicle parking at the Jefferson/Silva Campus)

3. [Approval of First Extension of Industrial Site Lease between City of El Paso and El Paso Independent School District for Professional Development Center Facility \(Budgeted General Operating Funds - \\$39,396.24\)](#)
(To continue providing space for continuity of services and maintain uninterrupted use of an operational facility for District staff)

C. Purchases Requiring Board Approval

1. [Approval of Expenditures to Purchase Plan4Learning and Title I Crate from 806 Technologies, Inc., Utilizing BuyBoard Contract No. 759-29, Technology: Software and Services, and Round Rock ISD RFP 24-019, Educational Contracted Services & Materials \(Budgeted Federal Title I Funds - \\$110,700.00\)](#)
(To provide a platform to develop and monitor processes for improvement plans, implementation strategies, action steps, and an electronic documentation file system to guide District initiatives for student academic success)
2. [Approval to Exercise Fourth and Final Option to Extend Special Education Related Services, RFP #22-041, to The Stepping Stones Group, LLC \(Budgeted General Operating Funds - Not to Exceed \\$127,550.00\)](#)
(To provide speech and occupational therapy services to students, as required under their Individualized Education Programs)
3. [Approval of Expenditures to Purchase Advanced Placement Suite of Assessments for Fiscal Year 2026-2027 from The College Board, Utilizing Central Texas Purchasing Alliance-Killeen ISD Contract #24-29-03-041RFP, Academic Curriculum, Assessment, and Testing Materials & Service and Instructional Supplies \(Budgeted General Operating Funds - Not to Exceed \\$684,898.00\)](#)
(To improve student success with college readiness)
4. [Approval of Expenditures to Purchase Checkpoint Platform Software from Decision Tree, Inc., Utilizing Education Service Center Region 19 Allied States Cooperative Contract No. 24-7480, Technology, Hardware, Software, Services and Related \(Supplemental\) \(Budgeted General Operating Funds - \\$185,926.60\)](#)
(To provide anti-spam and email security that blocks spam and malware for all users in the District)
5. [Approval of Expenditures to Purchase Zendesk Software from Decision Tree, Inc., Utilizing Education Service Center Region 19 Allied States Cooperative Contract #24-7480, Technology Solutions Products and Services \(Supplemental\) \(Budgeted General Operating Funds - \\$392,400.00\)](#)
(To provide for the continued use of the Zendesk work order ticketing system and provide quality customer service to both internal and external customers)
6. [Approval of Eleventh Amendment and Renewal to Software License and Support Services Agreement between Frontline Technologies Group, LLC, dba Frontline Education, and El Paso Independent School District for Enterprise Resource Planning and Student Information System, Utilizing Education Service Center Region 19 Allied States Cooperative Contract #24-7490, Student and Finance Systems \(Budgeted General Operating Funds - \\$1,112,903.02\)](#)
(To renew Frontline Education Enterprise Resource Planning and Student Information Systems contract for District operations)
7. [Approval of Expenditures to Purchase Novus Data Migration Services, Utilizing The Interlocal Purchasing System \(TIPS\) #220105, Technology Solutions Products and Services \(Budgeted General Operating Funds - \\$15,000.00\)](#)
(To migrate previous Board Meeting materials found in Novus Agenda into Peak)

4. Action Items

- A. [Discuss and Take Appropriate Action Regarding District Cost-Cutting Measures, a Declaration of Financial Exigency, and Board Resolution to Extend a Declaration of Financial Exigency](#)
(For the Superintendent to discuss his plan to reduce personnel costs, and to recommend and for the Board adopt a resolution declaring a financial exigency for fiscal year 2025-2026, for the Board to determine that the District continues to meet the reason given on its initial Declaration of Financial Exigency, and for the Board to approve the Resolution to Extend a Declaration of Financial Exigency for fiscal year 2026-2027)
- B. [Discuss and Take Appropriate Action Regarding Employment Areas to be Subject to Reduction in Force Due to Financial Exigency under Board Policy DFFA \(Local\)](#)
(To implement a reduction in force due to financial exigency by designating the employment areas to be

affected pursuant to Board Policy DFFA-Local)

- C. [Discuss and Take Appropriate Action Regarding the Manner of Hearing in Accordance with Board Policies DFFA \(Local\) and DFBB \(Local\) for Employees Affected by Reduction in Force Due to Financial Exigency](#)
(To allow the Board to determine the manner to conduct of hearings associated with the Reduction of Force due to Financial Exigency to be by the Board)

5. Adjournment

If not adjourned beforehand, the meeting will recess at 11:00 p.m. or within a reasonable timeframe thereafter. If there is any unfinished business, the meeting will be reconvened at 5:00 p.m. on Tuesday of the following week to take up any such unfinished business.

Superintendent

The district condemns and prohibits discrimination, including harassment, against any employee on the basis of race, color, age, sex, religion, national origin, marital status, citizenship, military status, disability, genetic information, gender stereotyping and perceived sexuality, perceived or actual sexual orientation, gender identity or gender expression, or any other basis prohibited by law. Inquiries concerning the application of Title VI, VII, and IX, and Section 504 may be referred to the District Compliance Officer, Rosa Ramos, at (915) 230-2031; 504 inquiries regarding students may be referred to Kelly Ball at (915) 230-2856.



**Board of Trustees
Executive Summary of Board Agenda Item**

TITLE:

Approval of May 19, 2026, Board of Trustees Meeting Minutes

JUSTIFICATION STATEMENT:

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBLE: Dr. Brian Lusk, Superintendent

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

SUMMARY:

The minutes of the May 19, 2026, Board of Trustees Meeting, are presented for approval.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board approve the minutes of the May 19, 2026, Board of Trustees Meeting, as written.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

[Board Minutes 05.19.26 - Regular Board Meeting.pdf](#)

**MINUTES OF BOARD OF TRUSTEES MEETING
EL PASO INDEPENDENT SCHOOL DISTRICT
May 19, 2026
5:00 P.M.**

Present: Ms. Leah Hanany, President
Dr. Jack Loveridge, Vice President
Mr. Alex Cuellar, Secretary
Ms. Valerie Beals, Member¹
Mr. Daniel Call, Member
Mr. Robert Osterland, Member
Ms. Mindy Sutton, Member
Dr. Brian Lusk, Superintendent

Others: Ms. Cezy Collins, General Counsel
Mr. Joshua Govea, Assistant General Counsel
Ms. Natalie Macias, Assistant General Counsel

1. Call to Order

The meeting was called to order at 5:02 p.m. by Board President Hanany.

2. Pledges of Allegiance

Board President Hanany led the Pledges of Allegiance.

3. Moment of Silence

A moment of silence was observed.

4. Recognitions

A. May 2026 Student Recognitions

The Board of Trustees recognized the Girls Soccer teams from Burges and El Paso High Schools; the Boys Soccer teams from Bowie, Coronado, and Burges High Schools; CTE Robotics and Drone competition winners; 2026 Terry Scholar recipients; the National Art Competition winner, Blueberry Carrillo, from Burges High School, and the winners of the UTEP National History Day Competition.

B. May 2026 Volunteers in Public Schools Recognition (VIPS)

The Board of Trustees recognized District Volunteers in Public Schools (VIPS) who have dedicated 100 or more hours of volunteer service during the school year.

C. May 2026 Staff Recognitions

The Board of Trustees recognized Adalberto Guerrero, teacher at Burges High School, for receiving the Outstanding Teacher Dedication to History Day award and the John C. Crain Texas State Historical Association award.

5. Public Forum

Board President Hanany announced that Item 6.G.1 was withdrawn from the agenda by the administration.

Trustee Cuellar announced that, due to the number of individuals signed up to address the Board, public speakers would be limited to 90 seconds. The protocol to be observed during Public Forum was shared with the public in attendance. The following individuals requested to address the Board:

Xavier Miranda, community member, addressed the Board sharing support of translation services.

Jose Miguel Reyes, Lead Organizer with Amanecer People's Project, addressed the Board in support of the provision of translation services.

¹ Trustee Beals departed the meeting at 8:50 p.m. and did not participate in discussion or any action related to items 9 (A.1-4, B) and 10 (A-E).

Eugenie Montague, had signed up to speak; however, was not present when called upon.

Luisa Flores, former EPISD student, addressed the Board in support of the provision of translation services.

Maria Esther Salomon, District parent, addressed the Board requesting the provision of improved and permanent translation services.

Maria Melendez, District parent of former EPISD students, addressed the Board in support of the provision of translation and interpretation services.

Nick Hantzopulos, Organizer with Amanecer People's Project, addressed the Board requesting support with a policy of translation services.

Destiny Rose Garcia, former EPISD student, addressed the Board requesting the provision of expanded interpretation and translation services.

Rosa Maria Garcia, former EPISD student, addressed the Board in support of translation services.

Eduardo Hernandez, former EPISD and aspiring educator, addressed the Board in support of translation services.

Brenda Rosales, had signed up to speak; however, was not present when called upon.

Jesus Torres, had signed up to speak; however, was not present when called upon.

Maya Torres, had signed up to speak; however, was not present when called upon.

Diana Ramirez, had signed up to speak; however, was not present when called upon.

Clarissa Reyes, had signed up to speak; however, was not present when called upon.

Ross Moore, President of El Paso American Federation of Teachers, addressed the Board sharing concerns about Board Items 7.D and 7.E and requesting transparency, accountability, and consequences during upcoming briefings.

Margaret Gallardo, Special Education Teacher at Moreno/Montessori and Vice President of the El Paso Teachers Association, addressed the Board in support of the provision of translation services.

Yanira Rocha, member of Amanecer People's Project, addressed the Board in support of the provision of translation services.

Erica Darby, District parent, addressed the Board sharing concerns on bullying and uniform policies.

Charlene Michelle Rivera, parent at Chapin High School, addressed the Board in support of Varsity Cheer Coach Coach McClain and requested a review of investigative procedures.

Chloey Alexandria Tarango, had signed up to speak; however, was not present when called upon.

Atziri Reyes, community member, addressed the Board requesting support of a policy for translation and interpretation services.

John Auger, District parent, addressed the Board sharing concerns related to trust, accountability, and transparency.

Norma De La Rosa, President of El Paso Teachers Association, addressed the Board sharing concerns about finances and accountability.

Jenny Lieu Solo, District parent, addressed the Board sharing concerns of the District's financial status.

6. Consent Agenda

It was moved by Trustee Cuellar, seconded by Trustee Osterland, and carried unanimously (7:0), that the Consent Agenda items be approved as listed, including all recommended vendors, for all amounts indicated, with the exception of Items 6.F.1-7.

A. Approval of Minutes

1. Approval of April 14, 2026, Finance Committee Meeting Minutes
2. Approval of April 20, 2026, Special Board Meeting, Team of 8 Training, Minutes
3. Approval of April 21, 2026, Board of Trustees Meeting Minutes
4. Approval of May 12, 2026, Special Board Meeting Minutes

B. Approval of Budget Amendments

1. Approval of Budget Amendment to Allocate Funds for Costs Associated with Instruction, Professional Development, Personnel Related Costs and Facilities Operations (General Operating Fund - \$20,002.00)

C. Approval of Grants

1. Approval of Texas Parks and Wildlife Recreation Grants Branch Community Outdoor Outreach Program Grant Agreement, Associated Assurances, Logo Use Agreement, and Notice of 2026-2027 Grant Award (Texas Parks and Wildlife - \$100,000.00) - the Board approved the Texas Parks and Wildlife Recreation Grants Branch Community Outdoor Outreach Program Grant Agreement, Associated Assurances, Logo Use Agreement, and Notice of 2026-2027 Grant Award, in the amount of \$100,000.00, from March 1, 2026, to September 1, 2027, with the understanding that the grant award agreement includes an indemnification and hold harmless clause that is limited to the extent permitted by law, as presented.

D. Approval of Interlocal/Affiliation Agreements and Memorandums of Understanding

1. Approval of 2026-2027 Migrant Shared Services Arrangement between El Paso Independent School District and Education Service Center Region 19
2. Approval of Memorandums of Agreement between the United States Army Cadet Command and El Paso Independent School District to Establish and Operate a Junior Reserve Officers' Training Corps Unit at Andress, Austin, Bowie, Burges, Chapin, El Paso, Irvin, and Jefferson High Schools
3. Approval of Athletic Support and Development Agreement between El Paso Children's Hospital Corporation, d/b/a El Paso Children's Hospital, and El Paso Independent School District - the Board approved the Athletic Support and Development Agreement between El Paso Children's Hospital Corporation, d/b/a El Paso Children's Hospital, and El Paso Independent School District, subject to final approval of contract documents by legal counsel.
4. Approval of Master Interlocal Agreement to Purchase Credit by Exam Test between El Paso Independent School District and Texas Tech University (Budgeted State Compensatory Education Funds and Budgeted General Operating Funds - \$35,000.00)
5. Approval of Facilities Use Agreement between the University of Texas at El Paso and El Paso Independent School District for 2026 Graduations (Budgeted General Operating Funds - \$155,845.73) – the Board approved the Facilities Use Agreement between The University of Texas at El Paso and the El Paso Independent School District, for use of the Don Haskins Center for the 2026 graduations, in the estimated amount of \$155,845.73, as presented.
6. Approval of Memorandum of Understanding between City of El Paso and El Paso Independent School District for Foster Grandparent Program

E. Additional Approval Items

1. Approval of Submission of Low Attendance School Day Waiver to Texas Education Agency for Burges High School - the Board approved the submission of the Low Attendance School Day Waiver to the Texas Education Agency for April 17, 2026, for Burges High School.

2. Approval of El Paso Water Utilities-Public Service Board Temporary Right of Entry & Construction Easement at Guillen Middle School, 900 S. Cotton, El Paso, El Paso County, Texas - the Board approved the Temporary Right of Entry & Construction Easement at Guillen Middle School for the replacement of the existing sanitary sewer line and authorized the Board President to sign the easement, as presented.

G. Quarterly Reports to Board of Trustees

1. **Financial Reports for Fiscal Year 2025-2026 as of March 31, 2026 – WITHDRAWN**

ITEMS REMOVED FROM CONSENT AGENDA FOR SEPARATE VOTE

6.F. Purchases Requiring Board Approval

In response to inquiries by Trustee Sutton, Mr. Al Garcia, Chief Academics Officer, Mr. David Bates, Deputy Superintendent of Operations and Support Systems, and Ms. Haydee Pena, Senior Director of Procurement and School Resources, confirmed that items 6.F.1-7 were budgeted, subject to approval of the 2026-2027 school year.

It was moved by Trustee Sutton, seconded by Trustee Cuellar, and carried unanimously (7:0), that the Consent Agenda items 6.F.1 - 7, be approved as listed, including all recommended vendors for all amounts indicated.

1. **Approval of Expenditures to Purchase Services from Kids Excel El Paso, Inc., Utilizing Education Service Center Region 19 Allied States Cooperative Contract No. 24-7474, Consulting, Instructional, and Training Resources (Budgeted General Operating Funds - \$154,000.00)** - the Board approved the expenditures to purchase services from Kids Excel El Paso, Inc., utilizing Education Service Center Region 19 Allied States Cooperative Contract No. 24-7474, Consulting, Instructional, and Training Resources, in the amount of \$154,000.00, as presented, subject in part to approval of the 2026-2027 preliminary budget.
2. **Approval of Expenditures to Purchase Services and Supplies from Kick Drugs Out of America, dba Kickstart Kids, Utilizing Central Texas Purchasing Alliance, Carrollton-Farmers Branch Independent School District Contract No. 2022-10-031, Outside Contracted Services (Budgeted Grant Funds - \$329,100.00)** - the Board approved the expenditures to purchase services and supplies from Kick Drugs Out of America Foundation, dba Kickstart Kids, utilizing the Central Texas Purchasing Alliance, Carrollton-Farmers Branch Independent School District Contract No. 2022-10-031, Outside Contracted Services, in an amount not to exceed \$329,100.00, as presented, subject in part to approval of the 2026-2027 preliminary budget.
3. **Approval of Expenditures to Purchase STEMscopes Science K-8 Online and NISE Certification, HandsOn Science Kits, National STEM Certification for Teachers and Staff, and Professional Development, from Accelerate Learning, Inc., Utilizing The Interlocal Purchasing System Contract No. 250802, Academic and Educational Goods and Services (Budgeted Instructional Materials and Technology Allotment Funds - \$412,869.87)**
4. **Approval of Expenditures to Purchase iReady and ELlevation from Curriculum Associates, LLC, Utilizing BuyBoard Contract #748-24, Instructional Materials (Non-Adopted) for PK-12, Special Education, & Career and Technology (Budgeted General Operating Funds - \$758,183.60)** - the Board approved the expenditures to purchase iReady and ELlevation from Curriculum Associates, LLC, utilizing BuyBoard Contract #748-24, Instructional Materials (Non-Adopted) for PK-12, Special Education, & Career and Technology, in the amount of \$758,183.60, as presented, subject in part to approval of the 2026-2027 preliminary budget.
5. **Approval of Expenditures to Purchase Site License Subscriptions for Aware Premium, Strive, and Lead4ward for Fiscal Year 2026-2027, from Eduphoria!, Utilizing The Interlocal Purchasing System Contract No. 220105, Technology Solutions Products and Services (Budgeted General Operating Funds - \$240,773.40)** - the Board approved the expenditures to purchase Site License Subscriptions for Aware Premium, Strive, and Lead4ward for Fiscal Year 2026-2027, from Eduphoria!, Inc., utilizing The Interlocal Purchasing System Contract No. 220105, Technology Solutions Products and Services, in the amount of \$240,773.40, as presented, subject in part to approval of the 2026-2027 preliminary budget.

6. **Approval of Expenditures to University Interscholastic League Approved Sports Officials Organizations (Budgeted General Operating Funds - Not to Exceed \$925,000.00)**
7. **Approval of Expenditures to Purchase IDAUTO Identity and Access Management (IAM) System License from Decision Tree, Inc., Utilizing Education Service Center Region 19 Allied States Cooperative RFP No. 24-7480, Technology, Hardware, Software, Services and Related (Supplemental) (Budgeted General Operating Funds - \$217,637.94)** - the Board approved the expenditures to purchase IDAUTO Identity and Access Management (IAM) System License from Decision Tree, Inc., utilizing Education Service Center Region 19 Allied States Cooperative RFP No. 24-7480, Technology, Hardware, Software, Services and Related (Supplemental), in the amount of \$217,637.94, as presented, subject in part to approval of the 2026-2027 preliminary budget.

7. Action Items

A. Discuss and Take Appropriate Action on Adoption and Renewal of 2026-27 to 2030-31 District of Innovation Plan

Ms. Kristine Ferret, Senior Director of Strategic Planning and Design, presented the proposed District of Innovation Plan for the 2026-27 through 2030-31 school years. She reported that the plan represents a five-year renewal of the District's original District of Innovation Plan adopted in 2016. Ms. Ferret reported on Texas Education Agency renewal guidelines and on the process utilized by the District to develop the renewal plan, which included committee meetings held from January through March with Board-appointed representatives and Superintendent selected members. She explained that six existing exemptions would not continue due to changes in State law, District decisions, or because the exemptions were no longer needed. Additionally, she presented two new proposed exemptions and provided a side-by-side comparison of the District of Innovation Plans for 2021-2026 and the proposed 2026-2031.

In response to inquiries by Board President Hanany, Ms. Liza Rodriguez, Chief Communications Officer, reported on the proposed communication plan to relate the proposed revisions and the impact of the changes on students and families. In response to inquiries by Trustees, Ms. Ferret reported on not seeking exemptions related to programs required by State law as well as for the class size ratio. In response to inquiries by Board President Hanany, Mr. David Bates, Deputy Superintendent of Operations and Support Systems, shared that future energy savings initiatives would depend on potential bond funding or grants.

It was moved by Trustee Cuellar and seconded by Trustee Sutton, that the Board adopt the renewal of the 2026-27 to 2030-31 District of Innovation Plan, as presented. A vote by roll call was taken with Trustees Sutton, Osterland, Loveridge, Hanany, Cuellar, Beals, and Call voting in favor of the motion. The motion carried unanimously.

B. Discuss and Take Appropriate Action on School Bus Seat Belt Requirements under Senate Bill 546

Mr. David Bates, Deputy Superintendent of Operations and Support Systems, reported on the unfunded student transportation safety requirement under Senate Bill 546, which requires that all buses used to transport students in Texas be equipped with three-point seatbelts by September 1, 2029. Additionally, Mr. Bates explained that the District must submit the Board's action and estimated cost of compliance through the Sentinel system by May 29, 2026. He reviewed the District's current transportation bus fleet and reported on the number of general education, special education, and activity buses that meet the new seatbelt requirements. Mr. Bates also presented a proposed plan, categorizing buses into Priority 1 and Priority 2, to bring all buses into compliance. The funding implications were also shared for each priority level. Mr. Bates reported funding sources to achieve compliance may include proceeds from surplus bus auctions and potential future bond funds. Lastly, Mr. Bates reported on the benefits of retrofitting existing buses.

It was moved by Trustee Cuellar, seconded by Trustee Loveridge, and carried unanimously (7:0), that the Board meeting minutes reflect that the Board received the administrative report regarding Senate Bill 546 requirements and transportation fleet status; that a determination be made that the District's current budget does not allow for full implementation of these requirements; further that the administration complete and submit all required information to the Texas Education Agency through the Sentinel reporting system; and further that administration seek and evaluate alternative funding methods and strategies to support compliance with the mandate and meet statutory requirements over the established implementation timeline.

C. Discuss and Take Appropriate Action on Appointment of Trustees to Board Advisory Committee on Environment and Sustainability

It was moved by Trustee Sutton, seconded by Trustee Loveridge, and carried unanimously (7:0) that the Board appoint Trustees Sutton, Osterland, and Cuellar, to serve on the Board Advisory Committee on Environment and Sustainability.

D. Discuss and Take Appropriate Action on Previous and Current Budget Forecasts and Adoptions Including Associated Fund Balances

Dr. Lusk introduced Mr. David Bates, Deputy Superintendent of Operations and Support Systems, Ms. Lori Boswell, Vice President of School Finance with Moak Casey, who joined virtually, and Ms. Mayra Martinez, Chief Internal Auditor, to report on the findings related to the District's 2025-2026 budget deficit, a forecast for the 2026-2027 school year, as well as recommendations, which will impact the 2026-2027 budget. Mr. Bates provided information, as well as a timeline of events, on communication and actions taken related to the budget deficit from February to May 19, 2026, which included the reduction of current and vacant positions.

Ms. Boswell reviewed in detail the 2025-2026 adopted budget, which included a \$6 million deficit. She also reported on the 2025-2026 revised budget, which reflected an increase in expenditures. Detail was also shared on the restricted, as well as the unassigned fund balance, for the adopted and revised budgets. Information was also shared on revenue and expenditure actual projections as well as potential additional funding from SHARS and the property value appeal for 2025-2026. Further, Ms. Boswell noted an estimated \$52,793,924 shortfall total and 37.89 days remaining in the unassigned fund balance. Historical information was shared for the Fund Balance dating back to the 2020-2021 fiscal year, which included a steady decline.

Ms. Boswell reported on the development of revenues by school districts based on assumptions of enrollment, attendance, and taxable values along with normal trends. She provided a detailed review of the District's assumptions and estimated actual amounts for the 2025-2026 fiscal year, which included Student Enrollment, Average Daily Attendance (ADA), Weighted Average Daily Attendance (WADA), Taxable Revenues, Comptroller Values, Maintenance & Operations (M&O) tax rate, as well as the Interest & Sinking (I&S) Fund tax rate.

Ms. Martinez presented information on the projected 2025-2026 year-end expenditures, by major category, comparing the revised budget to the projected actuals, denoting a budget overrun of \$14.6 million. She reported that payroll expenditures exceeded the revised budget by approximately \$21.8 million. Additionally, Ms. Martinez provided detail on the factors contributing to the budget overrun of approximately \$21.5 million, which included \$11.5 million in expenditures that were not budgeted as well as \$10.3 million in savings that were not realized. Among the items that were not budgeted were: Additional Budget Requests, Health Savings Account Distribution, Changes to Special Education Staffing Guidelines, Teacher Retention Allotment (TRA) for Federally Funded Employees, Resign/Retire Early Notification Incentive, IDEA B Reclassification (delayed application submission), and Leadership Transition. Further, savings that were not realized were reported as: Unrealized Lapsed Salary Savings, Special Education General Fund Budget Move to IDEA B Budget, Multi-Age Classrooms, and Teacher Certification Assignment Review.

Ms. Boswell presented estimated revenue projections for 2026-2027 considering a decline in student enrollment of 1,500. The variance in projected revenues was reported at -\$13.17 million. Additionally, she presented the 2026-2027 projected budget, which included estimated revenues, expenditures, an estimated \$42.11 shortfall, as well as 11.93 days remaining in the unassigned fund balance. Further, Ms. Boswell presented recommendations and the immediate next steps for the District to be adopted by the Board prior to June 30, 2026, which included declaring financial exigency, setting budget reduction targets, engaging leadership and third-party support, as well as implementing spending controls.

Board President Hanany reported on the notification to the Board related to the District's financial situation. She suggested including information related to the budget on the District's website for public review. In response to inquiries by Trustees, Ms. Martinez provided additional detail on the items included as Additional Budget Requests, Leadership Transition, Health Savings Account Distribution, and Unrealized Lapsed Salary Savings.

Discussion ensued on the process utilized by staff to determine the District's financial situation, which included employee interviews as well as document and ERP system data review. Ms. Martinez also reported on the lack of corresponding budget amendments/modifications to account for expenditures. Further, she reported on the utilization of payroll accounts to cover deficits/additional budgetary requests. Discussion ensued on accountability and the implementation of processes to prevent further incidences from happening. Additionally, Trustees discussed the budgetary impact of previous school closures on the budget as well as the increased payroll costs. In response to inquiries by Trustee Call, Ms. Boswell reported on the impact of the Health Insurance Fund on the general fund noting that the revenue is not enough to offset claims. Ms. Boswell also shared potential implications related to financial mismanagement on the District. She also provided recommendations to improve transparency and public access to budget development, which included the Comptroller's Transparency Star Program, implementation of public facing dashboards as well as a social media campaign. As next steps, Dr. Lusk and Mr. Bates commented on the upcoming presentation to the Board with additional ways to address the budget deficit as well as accountability.

E. Discuss and Take Appropriate Action on Approval of Proposed Adjustments to 2025-2026 Audit Plan

Ms. Mayra Martinez, Chief Internal Auditor, reviewed the status of the approved 2025-2026 Audit Plan and explained that Board policy requires submission of an annual audit plan for Board review and approval. She also noted that adjustments to the plan must be presented when significant changes occur due to District risks, operations, systems, and controls. Additionally, Ms. Martinez reported on the status of planned engagements, engagements added, and those proposed for removal. The five engagements proposed for removal included: DDR Student Tracking Advisory Engagement, ESSER Audit Cap Follow-up Review, IST Incident Response Plan Advisory Engagement, Risk Management Audit, and Truancy Audit. Further, she explained that the audit plan was designed for a staffing level of eight auditors; however, the department has operated with six auditors since March.

It was moved by Trustee Call and seconded by Trustee Loveridge, that the Board approve the Chief Internal Auditor's proposed adjustments to the 2025-2026 Audit Plan, as presented. The motion carried with Trustees Sutton, Osterland, Loveridge, Hanany, Cuellar, and Call voting in favor and Trustee Beals not present for the vote.

8. Reports

A. Update on Collaboration with Parent Teacher Association

Ms. Liza Rodriguez introduced Ms. Lauren Steinmann, EPISD Council of PTAs President. Ms. Steinmann provided an update on the current Parent Teacher Associations (PTAs) in 36 of the District's campuses, along with their impact on students and the campus community. She reported on PTA membership districtwide, accomplishments, awards received, and volunteer service.

B. Certification of Required Hours of Continuing Education for Board Members

Board Present Hanany read the following Certification of Required Hours of Continuing Education for Board Members:

19 Texas Administrative Code, Chapter 61.1 (j) requires that "At the last regular meeting of the board of trustees before an election of trustees, the current president of each local board of trustees shall announce the name of each board member who has completed the required continuing education, who has exceeded the required hours of continuing education, and who is deficient in meeting the required continuing education as of the anniversary of the date of each board member's election or appointment to the board or two-year anniversary of his or her previous training, as applicable. The announcement shall state that completing the required continuing education is a basic obligation and expectation of any sitting board member under SBOE rule. The minutes of the last regular board meeting before an election of trustees must reflect whether each trustee has met or is deficient in meeting the training required for the trustee as of the first anniversary of the date of the trustee's election or appointment or two-year anniversary of his or her previous training, as applicable. The president shall cause the minutes of the local board to reflect the announcement and, if the minutes reflect that a trustee is deficient in training as of the anniversary of his or her joining the board, the district shall post the minutes on the district's Internet website within 10 business days of the meeting and maintain the posting until the trustee meets the requirements." {TEC, Section 11.159(b)}.

*Board President Hanany also provided the following report:
Under State Board of Education Rule, completing required continuing education each year of service is a basic obligation and expectation of any sitting Board member.*

Local District Orientation

Trustees Osterland and Sutton were elected to the Board in May 2025 and completed the first year Local District Orientation training on May 19, 2025.

Orientation to the Texas Education Code

Trustees Osterland and Sutton completed the first year Orientation to the Texas Education Code training on provided by Region 19 on September 6, 2025.

Team Building

Trustees Valerie Beals, Daniel Call, Alex Cuellar, Leah Hanany, Jack Loveridge, Robert Osterland, and Mindy Sutton, along with new Superintendent Lusk, completed a Team Building Session, which was led by TEA-Approved Trainer, Mr. Ben Mackey, on April 20, 2026, and therefore are compliant with annual requirements.

Evaluating Student Academic Performance and Setting Goals

Trustees Osterland and Sutton completed the biennial training on Evaluating Student Academic Performance and Setting Goals on September 6, 2025; Trustees Call and Hanany completed the same training on March 1, 2025; Trustee Beals completed the training on September 11, 2025; Trustee Loveridge completed the training on May 14, 2024; and Trustee Cuellar completed the training on August 19, 2023; therefore, Trustees Beals, Call, Hanany, Osterland and Sutton are compliant with the biennial requirements. Trustees Cuellar and Loveridge are required to renew this training. They, as well as the remaining Trustees, are scheduled to receive the newly revised EISO training on June 2, 2026, through Region 19.

Identifying and Reporting Abuse, Trafficking, and Other Maltreatment of Children

Trustees Valerie Beals, Daniel Call, Alex Cuellar, Leah Hanany, Jack Loveridge, Robert Osterland, and Mindy Sutton completed training on Identifying and Reporting Abuse, Trafficking, and Other Maltreatment of Children and are compliant with the biennial training requirements.

School Safety

Trustees Valerie Beals, Daniel Call, Alex Cuellar, Leah Hanany, Jack Loveridge, Robert Osterland, and Mindy Sutton completed training on School Safety and are compliant with the biennial requirements.

Cybersecurity

Trustees Valerie Beals, Daniel Call, Alex Cuellar, Leah Hanany, Jack Loveridge, Robert Osterland, and Mindy Sutton completed training on Cybersecurity and are compliant with the annual training requirements.

Additional Continuing Education

Trustees Valerie Beals, Daniel Call, Alex Cuellar, Leah Hanany, Jack Loveridge, Robert Osterland, and Mindy Sutton completed the annual additional continuing education requirements.

For this reporting period, under Topic 3: Board Member Valerie Beals exceeded the required amount of training by 6.5 hours. Board Member Daniel Call exceeded the required amount of continuing education training by 7.5 hours. Board Member Alex Cuellar exceeded the required amount of continuing education training by 15.5 hours. Board Member Leah Hanany exceeded the required amount of continuing education training by 8 hours. Board Member Jack Loveridge exceeded the required amount of continuing education training by 12 hours. Board Member Robert Osterland exceeded the required amount of continuing education training by 2.5 hours. Additionally, Board Member Mindy Sutton exceeded the required amount of continuing education training by 15.5 hours.

Meeting Closed

The meeting was closed for Executive Session at 8:46 p.m.

9. **Meeting to be Closed Under Sections 551.071, 551.072, and 551.074 of the Texas Government Code as follows:**

A. Consultation with Legal Counsel Concerning Legal Issues Related to:

1. In Re: Social Media Adolescent Addiction/Personal Injury Products Liability Litigation, No.4:22-MD-3047, in the United States District Court for the Northern District of California and JCCP Proceeding No. 5255, Case No. 22STCV21355, in Los Angeles County Superior Court; Pursuant to Texas Government Code Section 551.071
2. Lot 2, Block 2, MONTECILLO UNIT THREE AMENDING PLAT, an Addition to the City of El Paso, El Paso County, Texas, According to the Map Thereof Recorded under Instrument No. 20090065237, Plat Records of El Paso County, Texas, Approximately 627,948 SF or 14.4157 Acres of Vacant Land; Pursuant to Texas Government Code Sections 551.071 and 551.072
3. Coronado High School Additions and Renovations, Package II, Construction Project 17.627 - Claims by HB Construction; Pursuant to Texas Government Code Section 551.071
4. Recommendation of Proposed Termination of the 2025-2026 Continuing Employment Contract for Gabriel Rocha, Silva Health Magnet High School Teacher; Pursuant to Texas Government Code Sections 551.071 and 551.074

B. Superintendent's Personnel Recommendations

1. Personnel Assignment (Pursuant to Board Policy DK-Local) - Chief of Police; Pursuant to Texas Government Code 551.074

Meeting Opened

The meeting was reassembled in Open Session at 9:51 p.m.

10. **Action Items to be Considered after Closed Session**

A. Discuss and Take Appropriate Action on In Re: Social Media Adolescent Addiction/Personal Injury Products Liability Litigation, No.4:22-MD-3047, in the United States District Court for the Northern District of California and JCCP Proceeding No. 5255, Case No. 22STCV21355, in Los Angeles County Superior Court

No action was taken on this item.

B. Discuss and Take Appropriate Action Relating to Lot 2, Block 2, MONTECILLO UNIT THREE AMENDING PLAT, an Addition to the City of El Paso, El Paso County, Texas, According to the Map Thereof Recorded under Instrument No. 20090065237, Plat Records of El Paso County, Texas, Approximately 627,948 SF or 14.4157 Acres of Vacant Land

No action was taken on this item.

C. Discuss and Take Appropriate Action Relating to Coronado High School Additions and Renovations, Package II, Construction Project 17.627 - Claims by HB Construction

It was moved by Trustee Call and seconded by Trustee Cuellar, that the Board authorize the Superintendent and Legal Counsel to proceed as discussed in closed session. The motion carried (6:0) with Trustees Sutton, Osterland, Loveridge, Hanany, Cuellar, and Call voting in favor of the motion.

D. Discuss and Take Appropriate Action on Recommendation of Proposed Termination of the 2025-2026 Continuing Employment Contract for Gabriel Rocha, Silva Health Magnet High School Teacher

It was moved by Trustee Sutton and seconded by Trustee Osterland, that the El Paso Independent School District Board of Trustees propose the termination of the Continuing Employment Contract of Gabriel Rocha as a Teacher and authorize the Superintendent, Dr. Brian Lusk, to give Gabriel Rocha notice of the proposed termination of his Continuing Employment Contract as a teacher. The motion carried (6:0) with Trustees Sutton, Osterland, Loveridge, Hanany, Cuellar, and Call voting in favor of the motion.

E. Superintendent’s Personnel Recommendations for 2026-2027 School Year: Probationary Employment Contracts for Certified Professional Personnel and Nurses; Term Employment Contracts for Certified Teachers and Librarians; and Term Employment Contracts for Certified Professional Personnel and Nurses

Patricia Cortez, Chief Human Capital and Management Officer, introduced the item as a process of issuing probationary and term contracts for the 2026-2027 school year.

It was moved by Trustee Cuellar and seconded by Trustee Osterland, that full-time certified professional personnel who are required to hold a valid certificate or permit issued by the Texas Education Agency or the State Board for Educator Certification for their assignment, and nurses, who have been employed for less than three successive school years, and who have not been employed as such in public education for at least five of the last eight years prior to employment with the District, be issued the next regular Probationary Contract in accordance with Policy DCA (Legal), Employment Practices: Probationary Contracts; further, that full-time teachers, librarians, and nurses who have been employed for three consecutive years under Probationary Contracts, or who have been employed as teachers in public education for at least five of the last eight years prior to employment with the District, and who have completed all requirements for certification in their teaching fields, be issued Term Contracts in accordance with Policy DCB (Legal) and (Local), Employment Practices: Term Contracts; and further, that full-time professional employees who are required to hold a valid certificate or permit issued by the Texas Education Agency or the State Board for Educator Certification for their assignment, and nurses who have been employed for three consecutive years with the District, or who have been employed in public education for at least five of the last eight years prior to employment with the District, be offered the appropriate One-Year Term Contract in accordance with Policy DCB (Legal) and (Local), Employment Practices: Term Contracts, except for those employees for whom the Board has voted to give notice of non-renewal, proposed termination, or end of contract termination. The motion carried (6:0) with Trustees Sutton, Osterland, Loveridge, Hanany, Cuellar, and Call voting in favor of the motion.

11. Adjournment

The meeting was adjourned at 9:56 p.m.

President

Secretary

Date Approved: _____

*Meeting Duration: 4 hours and 54 minutes
Student Outcomes Discussions: 12 minutes and 27 seconds*



Board of Trustees
Executive Summary of Board Agenda Item

TITLE:

Approval of May 26, 2026, Special Board Meeting Minutes

JUSTIFICATION STATEMENT:

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBLE: Dr. Brian Lusk, Superintendent

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

SUMMARY:

The minutes of the May 26, 2026, Special Board Meeting, are presented for approval.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board approve the minutes of the May 26, 2026, Special Board Meeting, as written.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

[Board Minutes 05.26.26 - Special Board Meeting SuperSAC.pdf](#)

**MINUTES OF SPECIAL BOARD OF TRUSTEES MEETING
EL PASO INDEPENDENT SCHOOL DISTRICT
May 26, 2026
8:00 A.M.**

Present: Ms. Leah Hanany, President
Dr. Jack Loveridge, Vice President
Mr. Robert Osterland, Member
Ms. Mindy Sutton, Member
Dr. Brian Lusk, Superintendent

Others: Ms. Cezy Collins, Legal Counsel
Mr. Joshua Govea, Assistant General Counsel
Ms. Natalie Macias, Assistant General Counsel

1. Call to Order

The meeting was called to order at 8:02 a.m. by Board President Hanany.

2. Reports

A. SuperSAC Student Presentation

Mr. Mark Paz, Assistant Superintendent of Secondary Schools, introduced the students and presentations by the SuperSAC, which included the following topics: Student Surveys, Standardized Testing, Safety and Security as well as District Finances.

Students Riley Smith, Lara Rovayo Colon, Alondra Perez, Mateo Ghaleb, and Avigail Alaniz, and Jorge Guajardo, shared the presentation titled *Beyond the Numbers: Improving Student Surveys (Panorama)*. Students shared the purpose of the nationally standardized Panorama surveys as well as their concerns related to the same. Specifically, concerns were voiced related to the ambiguity of questions, limited flexibility for modifications, and questions not reflective of local student experiences, which may lead to inaccurate data.

The group proposed the creation of a locally created survey to obtain more accurate information, representative of local student experiences. In response to inquiries by Trustees, students reported on the proposed revisions to the survey and its questions to encourage student participation and accurate data.

Superintendent Lusk thanked all the students for their work and reported that the District is already moving away from Panorama in the coming year.

The second presentation entitled *Academic Performance: Standardized Testing* was shared by students Michael Bermudez, Jeremiah Velasco, Emma Prado, Renner Serna, and Gabriel Cruz. Information was shared on the purpose of the study, which included evaluating student confidence in standardized testing performance; teacher confidence in student achievement, and perceived effectiveness of academic preparation across various assessments. The goal of the study was to understand whether students and teachers feel adequately supported for success in standardized assessments. Data was shared for students and teachers by assessment type and for student perception vs. teacher confidence in test preparation. Additionally, graphs were presented depicting the decline in confidence with the increase in expectations. Students also presented an action plan to address their findings, which included the expansion of SAT and advanced test preparation, increasing student-centered academic support, strengthening communication and readiness awareness, and monitoring student readiness trends. In response to inquiries by Trustees, students shared suggestions to redirect funding to purchase training programs, to better prepare them for standardized tests.

The third presentation, titled *Safety and Security*, was shared by students Enrique Ambriz, Lexi Rosales, Alexia Guevara, and Mya Bustillos. Students shared rising concerns and areas of improvement surrounding campus safety, entry points, cameras, supervision, signage, safety drills, and enforcement of identification cards. A proposed plan to address these concerns was shared, which included: issuing incoming freshmen and new students identification cards in the summer months with updated photos; cards for teachers and students containing a chip to open doors during school hours; and penalization of lost cards. Additionally, the increase of police officers, security guards, and crossing guards was also suggested.

In response to inquiries by the Trustees, students shared responses and ideas on improved access to buildings and communications in case of an emergency. Superintendent Lusk reported on initiatives already underway for improvement in the areas of student safety.

The fourth presentation on the topic of *District Finances* was made by students Isaac Teran, Marcela Garcia, Erika Holguin, Marcella Mantanona, Abigail Anderson, and Candyce Chavez. Students presented various budget categories with their current allocations as well as the reasons behind the proposed reduction or increase in these allocations. A recommendation was made to utilize three criteria/tests prior to allocating programs: 1) student impact; 2) equity; and 3) accountability. Potential areas for reconsideration were presented as: EPISD Plaza, Panorama, and school supplies. Additionally, students presented areas for additional funding, which included: Club travel expenses, Fine Arts, Testing Support in the areas of SAT, TSI, and STAAR, as well as Attendance-Based campus support.

Trustees and Dr. Lusk shared their appreciation for the student involvement, recommendations, and the work done by Principals and staff to prepare students throughout the year for these presentations.

3. Adjournment

The meeting was adjourned at 8:59 a.m.

President

Secretary

Date Approved: _____



EL PASO
INDEPENDENT
SCHOOL DISTRICT

MEETING DATE: JUNE 2, 2026
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&NBSP; APPROVAL OF INTERLOCAL AGREEMENTS AND
MEMORANDUMS OF UNDERSTANDING

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:

Approval of Memorandum of Understanding Between Education Service Center Region 19 and El Paso Independent School District for Texas Reading Academies ESC Implementation (Budgeted General Operating Funds - Not to Exceed \$318,000.00)

JUSTIFICATION STATEMENT:

To provide the required House Bill 3 and Texas Education Agency Reading Academies training

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBLE: Guy Rosales, Assistant Superintendent Teaching and Learning; Al Garcia, Chief Academic Officer; Haydee Pena, Executive Director Procurement and School Resources

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:

The Interlocal Agreement is one (1) of seven (7) approved purchasing methods allowed under Texas Education Code, Section 44.031.

The Teaching and Learning Department seeks to enter into an agreement with Education Service Center (ESC) Region 19, as an authorized provider, to purchase Reading Academies training. In person pathways will be offered for English Language Arts and Reading (ELAR), Biliteracy, Science of Teaching Reading (STR) ELAR, and STR Biliteracy for Kindergarten through 3rd grade teachers, special education teachers, and Principals. The Administrator pathway, the Deaf and Hard of Hearing pathway, and the Extenuating Circumstances courses will be delivered through a blended model. Reading Academies training drives systematic change by shifting instruction toward the science of teaching reading, aligning instruction, professional development, and leadership with evidence-based reading practices from kindergarten through third grade.

The Texas Education Agency has established a fee of \$3,000.00 per participant for ESC Region 19, as an authorized provider. For approximately 106 teachers, the total projected cost is \$318,000.00. This recommendation is based on the observed year-over-year decline in the number of teachers requiring training, along with a needs assessment and a budget analysis.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board approve the Memorandum of Understanding Between Education Service Center Region 19 and El Paso Independent School District for the Texas Reading Academies ESC Implementation and training for Comprehensive Pathway required for English Language Arts and Reading (ELAR), Biliteracy, and Science of Teaching Reading (STR) cohorts, in an amount not to exceed \$318,000.00, as presented, subject in part to approval of the 2026-2027 proposed fiscal year budget.

FUNDING SOURCE: Budgeted General Operating Funds **ACCOUNT NO.:** 199.13.6499.801.11.100.801

FISCAL IMPACT AND COST:

Not To Exceed \$318,000.00

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

Non-approval risks non-compliance with House Bill 3 and Texas Education Agency requirements, potentially disqualifying educators from serving in kindergarten through third grade roles, and delaying implementation of evidence-based literacy instruction.

IMPLEMENTATION TIMELINE:

July 1, 2026 – June 30, 2027

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

[MOU - Reading Academies](#)



MEMORANDUM OF UNDERSTANDING Texas Reading Academies ESC Implementation

RECITALS

THIS INTERLOCAL AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into by and between the El Paso ISD and Education Service Center Region 19, (hereinafter referred to as “ESC 19”),

WHEREAS, the Texas Government Code, Chapter 791, the “Interlocal Cooperation Act,” authorizes local government entities to enter interlocal contracts for governmental purposes;

WHEREAS, to accomplish the outcome, all K-3 teachers, including special education teachers, and principals are required to attend the HB 3 Reading Academies. TEA has published guidance in the form of letters to school districts and FAQ guidance to Education Service Centers; and

WHEREAS the most recent guidance to Education Service Center regarding their provision of Reading Academies to school districts and is incorporated for all purposes into this MOU as if reproduced in its entirety; and

WHEREAS TEA states that school districts have the following options relating to ensuring their teachers obtain Reading Academies training:

1. **Use an Authorized Provider** for Comprehensive Pathway-Required for ELAR, Biliteracy and STR cohorts
 - The District pays \$3,000 per participant for Comprehensive pathway.

WHEREAS ESC 19, as an Authorized Provider, desires to comply with the guidance set forth by TEA by entering this MOU with school districts to provide the default implementation model for Reading Academies through the in-person comprehensive model. The majority of the Reading Academies pathways (ELAR, Biliteracy, and STR) will be delivered through the comprehensive model, while only the Administrator pathway, Deaf and Hard of Hearing

pathway, and Extenuating Circumstance course will be delivered through the blended model.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions set forth herein, the Parties hereto agree as follows:

I. Designation by District of Reading Academies Services to be Provided by ESC 19:

The District opts for ESC 19 to provide Reading Academies training to the District as follows:

Districts may enroll educators in the following launch months for SY 2026-27: July 27, 2026, August 2026, September 2026.

Responsibilities of the Parties.

For ESC 19:

- 1) Inform LEAs about each pathway available for Texas Reading Academies. Options are: ELAR, Biliteracy, STR ELAR, STR Biliteracy, Demonstrated Proficiency, Deaf and Hard of Hearing pathway, and Administrator.
- 2) Prior to enrolling a teacher in Reading Academies, the district determines which pathway aligns most closely with the teachers' role and district needs. Each pathway provides specialized content divided into 12 modules aligned to the science of teaching reading (STR).
- 3) Assist LEAs in determining the appropriate model and pathway in which to enroll each participant. Blended pathway is available only to administrators starting school year 2026-2027. ESC 19 will not lead the administrative pathway. The Administrator Pathway is only available through ESC Region 16 and must be registered using the Region 16 Pre-registration form found in the AP Hub. ESC 19 will assist in coordinating registration with Region 16. Administrators may take either the Blended Admin Pathway or the Comprehensive ELAR or Biliteracy Pathways alongside their teachers. T-TESS connections and artifacts specific to the administrator perspective are found in the Blended Admin Pathway.
- 4) Ensure all Cohort Leaders have met the screening requirements determined by TEA.
- 5) Ensure that Cohort Leaders attend Cohort Leader Training prior to leading a cohort for the associated implementation year and follow the responsibilities:
 - Lead in-person learning sessions of the module content
 - Create a literacy community of educators
 - Provide individualized scaffolded support to ensure educator understanding of evidence-based literacy instruction
 - Support participants as they engage in hands-on activities and group discussions during the in-person sessions
 - Share approved resources with participants through the Canvas LMS
 - Coach and support participants for successful completion (80% mastery) of all Checks for Understanding

- Provide feedback and coaching for the artifacts and grade artifact resubmissions (80% mastery)
 - Conduct classroom observations and four one-on-one coaching feedback sessions with each participant. While classroom observations must be completed in-person, coaching feedback sessions may be held virtually
 - Provide additional support to participants as needed through office hours
 - Ensure fidelity of Texas Reading Academies content delivery and program requirements
- 6) Ensure that each cohort is assigned an appropriate cohort leader for the designated pathway (ELAR, Biliteracy, STR ELAR, STR Biliteracy)
 - 7) Ensure that Cohort Leader & Support Cohort Leader Roles and Responsibilities are clearly communicated to LEAs. A Support Cohort Leader may assist with coaching, feedback, and make-up sessions, and may support no more than 60 participants across cohorts. They do not receive a HB 3 Reading Academies Certificate.
 - 8) Work with districts to ensure all academy participants have adequate support to complete the Texas Reading Academy course, including attendance at all scheduled sessions. ESC 19 will provide one in-person make-up session for each missed day of comprehensive learning. Sessions may be split over multiple days as needed. Please note that these make-up sessions are only for emergencies, not as an alternative.
 - 9) Communicate Reading Academy expectations to participants.
 - 10) Ensure Cohort Leaders review the plagiarism clause with participants at the beginning of each module.
 - 11) Work with Cohort Leaders to address artifact academic dishonesty. Note: Virtual synchronous delivery of comprehensive sessions is not permitted without an approved Exceptions Request submitted to TEA at least three weeks prior to the scheduled session.
 - 12) Inform participants that the use of Chat GPT or other AI text generators for discussions, assignments, and artifacts is strictly forbidden. As AI-generated text is not the work of the submitter, the submission of AI-generated text will be considered plagiarism and subject to the rules governing plagiarism in the Reading Academies.
 - 13) Authorized Provider will be the first point of contact and, together with the cohort leader, verify that the artifact submission(s) demonstrate irregularities that indicate possible plagiarism. Plagiarism will not be tolerated, and such incidents will be resolved with TEA guidance.
 - 14) All Reading Academies participants are held to a high standard of professionalism, and plagiarism and/or sharing of answers within or outside of the cohort will not be tolerated. All participants suspected of plagiarism or sharing content will be warned and required to resubmit their work. On the second offense, they may be removed from the cohort in which they are participating and may be required to take the Reading Academies over again in their entirety.
 - 15) Authorized Providers are responsible for ensuring that Cohort Leaders communicate placeholders are NOT allowed for artifact submissions; any placeholders will be scored with a "0".
 - 16) Monitor and support district in ensuring the quality of Reading Academy implementation.
 - 17) Inform districts about the formative and summative metrics for 2026-2027

- Summative Metric Reviewed at the end of each term: 95% of participants complete the course (earn a certificate)
- Summative Metric: 90% of participants will pass human-graded artifacts on the first graded attempt
- At least 85% of participants Agree/Strongly Agree with the statement “My Cohort Leader is an effective facilitator of the module content.”
- At least 80% of participants Agree/Strongly Agree that the support provided by their Cohort Leader through observations and coaching sessions has helped them understand how to teach using STR strategies.
- In TRA 2026-2027, at least 97% of Cohort Leaders Agree/Strongly Agree with the statement: “My AP supports me to fulfill my role and responsibilities as Cohort Leader”
- Authorized Provider/Facilitator will hold monthly Communities of Practice (CoP) meetings with cohort leaders (virtual and in person).

For the District:

- 18) Determine the appropriate model in which to enroll each participant. (ELAR, Biliteracy, ELAR STR, Biliteracy STR). STR participants must provide proof of eligibility for the STR pathway.
- 19) Provide support to reading academy participants to complete the Texas Reading Academy course and will keep district campus leaders informed of learner progress and attendance to ensure participants attend and successfully complete all scheduled sessions.
- 20) Assist in ensuring that artifacts are submitted by the deadline indicated on the Important Dates document. Districts may request support from ESC 19 in registering eligible educators for the Demonstrated Proficiency Option (DPO), which includes a screener and three artifacts and costs \$350 per participant.
- 21) Work with Cohort Leaders to address academic dishonesty. The use of Chat GPT or other AI text generators for discussions, assignments, and artifacts is strictly forbidden. As AI-generated text is not the work of the submitter, the submission of AI-generated text will be considered plagiarism and subject to the rules governing plagiarism in the Reading Academies.
- 22) Acknowledge that the district will be held responsible for all Reading Academy Metrics as assigned by TEA.
- 23) Assign one or more individuals to support the coordination and implementation of Reading Academies.
- 24) Review and communicate the 2026 – 2027 Reading Academy calendar to district and campus leaders to support and facilitate campus planning of substitute coverage for teachers attending the 10 face-to-face regular pathway sessions and the 7-day schedule for STR pathway sessions. This communication will further support attendance and completion of Texas Reading Academy for all learners.
- 25) Ensure participants are willing and able to complete the entirety of the Reading Academies content within the course time, unless one of the following exceptions arises: Resignation, Retirement, Termination, Reassignment outside of K-3, FMLA, or another

extreme circumstance deemed appropriate by TEA and/or ESC Should any of the above exceptions occur, inform Authorized provider in a timely manner.

II. TERM OF AGREEMENT

This Agreement shall be effective on July 1, 2026, and terminate, except as provided herein, on July 31, 2027, unless sooner terminated upon 30 days prior written notice by either party or upon completion of all training by ESC 19 of the District’s personnel (the “Term”). Upon termination hereof, each party agrees to cooperate with the other to fulfill any action required by TEA in its regulation of Reading Academies. No monies will be refunded unless Agreement is terminated within 30 days of initial signing date.

III. FEES

Pay the TEA set fee to ESC 19 as an Authorized Provider of \$3,000 per participant

The District requests 106 participants
The total fee for the district is \$318,000.00

IV. ADDITIONAL TERMS AND CONDITIONS

1. **Assignments.** Neither Party may assign this Agreement without the prior written consent of the other party.
2. **Entire Agreement.** This Agreement contains all the agreement between the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose.
3. **Independent Contractor Status.** Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.
4. **Third Party Beneficiaries.** Nothing in this Agreement creates or will be deemed to be third party beneficiaries of or under this Agreement.
5. **Governing Law.** This Agreement shall be governed, construed, and enforced according to the laws of the State of Texas, without giving effect to principles of conflicts of laws, and the Parties agree to resolve any dispute in the state and federal courts having jurisdiction in El Paso County, Texas.
6. **Sovereign Immunity.** Nothing in this Agreement shall be deemed to waive the sovereign immunity of ESC 19, of the staff and employees of ESC 19, or of the District.



MEETING DATE: JUNE 2, 2026
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&NBSP; APPROVAL OF INTERLOCAL AGREEMENTS AND
MEMORANDUMS OF UNDERSTANDING

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:

Approval of State Agency License Agreement Renewal between El Paso Independent School District and the State of Texas, Acting by and through the Health and Human Services Commission, for and on behalf of the El Paso Psychiatric Center

JUSTIFICATION STATEMENT:

To continue with a parking space license agreement for 135 spaces for El Paso Psychiatric Center employee vehicle parking at the Jefferson/Silva Campus

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBLE: Joel Valencia, Director Operations; David Bates, Deputy Superintendent Operations and Support Systems

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:

The State Agency License Agreement between El Paso Independent School District and the State of Texas, acting by and through the Health and Human Services Commission (HHSC) on behalf of the El Paso Psychiatric Center, provides for the continued use of one hundred thirty-five (135) parking spaces located at the Jefferson/Silva Campus, 4700 Alameda Avenue, El Paso, Texas 79905, for employee vehicle parking.

The original agreement was approved on September 16, 2025, and included a renewal option through August 31, 2027, maintaining all other existing terms and conditions of the original agreement.

The State Agency License Agreement is to continue providing El Paso Psychiatric Center the use of one hundred thirty-five (135) parking spaces on the Licensed Premises (4700 Alameda, El Paso, Texas 79905) on the Jefferson/Silva campus for employee vehicle parking since their current parking needs for their employees have increased. This partnership will continue to generate a consistent revenue stream for the District without disrupting core educational operations. It fosters a cooperative relationship between the District and the state agency.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board approve the State Agency License Agreement Renewal between El Paso Independent School District and the State of Texas, Acting by and through the Health and Human Services Commission, for and on behalf of the El Paso Psychiatric Center, at a monthly rate of \$8,030.50, through August 31, 2027, as presented.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

Revenue to the District in the amount of \$96,366.00 from September 1, 2026, through August 31, 2027

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

El Paso Psychiatric Center will not be able to use the parking facility

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

[Signed_04.15.26 THHSC HHS001654200001-Amendment 1-Renewal \(2026-0350\).pdf](#)
[Item F.2. Approval of State Agency License Agreement between El Paso Independent School District and the State of Texas.pdf](#)

STATE AGENCY LICENSE AGREEMENT
HHSC LICENSE NO. HHS001654200001
AMENDMENT NO. 1
RENEWAL

The **HEALTH AND HUMAN SERVICES COMMISSION** (“Licensee” or “HHSC”), for and on behalf of the **EL PASO PSYCHIATRIC CENTER** (“Facility”) and the **EL PASO INDEPENDENT SCHOOL DISTRICT** (“Licensor”), who are collectively referred to herein as the “Parties,” to that certain State Agency License Agreement effective September 1, 2025 and denominated HHSC License No. HHS001654200001 (“License”), now desire to amend the License.

WHEREAS, Licensee has provided Licensor at least sixty (60) days written notice of intention to renew the License pursuant to **SECTION 6, RENEWAL OPTION**; and

WHEREAS, the Parties desire to exercise the option to renew the License in accordance with **SECTION 6, RENEWAL OPTION**.

NOW, THEREFORE, the Parties hereby amend and modify the License as follows:

1. **SECTION 4** of the License, **LICENSE TERM**, is hereby amended to reflect a revised Termination Date of August 31, 2027.
2. This Amendment No. 1 shall be effective as of the date last signed below.
3. Except as amended and modified by this Amendment No. 1, all terms and conditions of the License shall remain in full force and effect.
4. Any further revisions to the License shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1
STATE AGENCY LICENSE NO. HHS001654200001**

**LICENSOR:
EL PASO INDEPENDENT SCHOOL DISTRICT**

**LICENSEE:
HHSC EL PASO PSYCHIATRIC CENTER**

By: _____

By: _____

Name: Leah Hanany

Name: Zulema C. Carrillo

Title: President, Board of Trustees

Title: Superintendent

Date of Execution: _____

Date of Execution: _____

Approved as to Form:


General Counsel, EPISD

Signed: Tuesday, April 28, 2026

STATE AGENCY LICENSE AGREEMENT

1. PARTIES

This License Agreement (the “**License**”) is made by and between **EL PASO INDEPENDENT SCHOOL DISTRICT** (“**Licensor**”), and the State of Texas, acting by and through the **HEALTH AND HUMAN SERVICES COMMISSION** (“**Licensee**” or “**HHSC**”), for and on behalf of the **EL PASO PSYCHIATRIC CENTER** (“**Facility**”), each a “**Party**” and collectively the “**Parties**,” pursuant to the authority of Texas Government Code Chapter 791, Texas Government Code Chapter 531, and Texas Education Code Chapter 11.

2. LICENSE REPRESENTATIVES

The following will act as the designated representative authorized to administer activities, including but not limited to, non-legal notices, consents, approvals, requests, or other general communications, provided for or permitted to be given under this License. The designated representative on behalf of their respective Party are as follows:

Licensor

Joel Valencia, Director of Operations
1100 N. Stanton Street
El Paso, Texas 79902
(915) 230-2349
jvalencia@episd.org

Licensee

Pat Gonzalez, CTCM
4615 Alameda Ave.
El Paso, TX 79905
(915) 534-5458
Email: patricia.gonzalez1@hhsc.state.tx.us

Either Party may change its designated representative by written notice to the other Party.

3. PURPOSE AND PROPERTY LICENSED

This License is entered into to allow Facility employees to park their vehicles on Premises owned by the Licensor as described herein.

The real property to be licensed is represented by **Attachment A, Parking Spaces**, and includes 135 parking spaces at 4700 Alameda, El Paso Texas 79905, being a portion of the property described as a portion of Lots 1, 2, and 3 of Block B, Hadlock Addition, City of El Paso, El Paso County, Texas (the “**Premises**”).

In consideration of Licensee’s and the Facility’s covenants contained in this License; Licensor shall license the Premises to the Licensee.

In return for use of the Premises as described in this License, Licensee agrees to pay rent to the Licensor from Licensee’s current revenues available.

4. LICENSE TERM

This License shall be for the initial period of twelve (12) months commencing on **September 1, 2025** (the “**Commencement Date**”), and ending on **August 31, 2026** (the “**Termination Date**”), unless renewed, extended, or terminated pursuant to the terms and conditions of this License.

5. MONTHLY RENTAL

The Licensee agrees to pay Licensor a base monthly rent of **\$8,030.50** during the initial term of this License in accordance with **Attachment B, Budget**, which is attached to, incorporated, and made a part of this License for all purposes.

Licensor understands that all obligations of Licensee or Facility under this License are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the License may be terminated by Licensee or Licensor without penalty.

6. RENEWAL OPTION

By mutual agreement between Licensee and Licensor, and if the Licensor's Board of Trustees authorizes the Superintendent of Schools to approve renewals or extensions of this License, this License may be renewed annually for up to two (2) additional twelve (12) month periods, not to exceed a cumulative total of thirty-six (36) months including this initial twelve (12) month term. Licensee shall give Licensor written notice of intention to either renew or not renew this License at least sixty (60) days prior to expiration of this License, or any extensions thereof.

7. GENERAL LICENSE COVENANTS

7.1 Facility and Licensee Covenants. This License is made upon the following additional express conditions and limitations, each of which Licensee or Facility will observe and perform throughout the initial term of this License and any extension thereof. Violation of any condition or limitation, followed by written notice of the violation given by the Licensor's designated representative, if not cured by Licensee within thirty (30) calendar days of notice shall give Licensor the option to terminate this License:

A. Facility shall:

1. Accept the Premises in its present condition "AS IS," "WHERE IS," WITH ALL FAULTS, and agrees it is currently suitable for the Facility's intended use.
2. Provide vehicle decals or placards for Facility staff designated/permitted to park on the Premises.
3. Have any unauthorized vehicle not displaying the appropriate parking sticker or placard, towed at the vehicle owner's expense and will not hold Licensor responsible for such expense.
4. Require its staff to enter the Premises from the alley entrance only.
5. Not construct or make any physical changes or improvements to the Premises except as Licensor shall authorize in writing, in advance. If such work is authorized by Licensor and is to be conducted by a third-party contractor, obtain payment and performance bonds as required under Texas Government Code Chapter 2253, and Section 2252.909, if applicable. Facility shall keep the Premises free of mechanics' and materialmen's liens, or other liens or liabilities, and may not utilize the Premises as collateral of any sort.
6. Be authorized to make certain temporary improvements as authorized or permitted by Licensor in advance, in writing, such as adding temporary portable lighting, reasonable signage, including usage signs, signs identifying Facility as occupier of Premises, and signs promoting safety or

declining responsibility. Any temporary improvements may be removed by Licensee at any time prior to the termination of this Agreement and shall be removed within fifteen (15) days following termination.

7. Notify its staff of dates and times that the Premises will be utilized by Licensor (upon mutual agreement with Facility) and not allow its staff to use the Premises during such dates and times.
8. Not permit on the Premises any waste, entertainment, amusement, or any other activity which violates any federal or state statute, City ordinance, or Board Policy of Licensor, including, but not limited to, the serving or possession of alcoholic beverages, firearms, illegal drugs, or the use of tobacco products.
9. Prohibit the possession of illegal firearms on the Premises.
10. Prevent disorder and conduct amounting to nuisance.
11. Not use the Premises for any purpose except as contemplated by this Agreement unless written permission of Licensor is first obtained.
12. Provide a complete and proper arrangement for the adequate and proper handling and disposal of all trash, garbage, and other refuse as a result of Facility use, away from the Premises.
13. Not cause or permit the release or disposal of any hazardous substances, wastes, or materials or any medical, special, or infectious wastes, on the Premises.
14. Provide daily security monitoring of the Premises to reduce or to assess for property or other damage. Licensor shall not be responsible for any damage to vehicles or loss of property under this Contract.
15. Return the padlock keys to Licensor at the expiration or termination of the term.
16. Not create any nuisance, unreasonably interfere with Licensor's normal operations, permit any waste or use the Premises in any way that would be construed as extra hazardous.
17. At its sole expense, keep and maintain, or cause to be kept and maintained, the Premises in a good state of appearance and repair (except for reasonable wear and tear). In the event that the Premises are damaged as a result of Facility's use, Facility agrees to repair or provide for such repair and return the Premises to the condition in which it was first licensed to Facility (except for reasonable wear and tear).

B. Licensee shall

1. Pay Licensor for Facility employee parking access at the rates specified in **Attachment B, Budget**

7.2 Licensor's Covenants. This License is made upon the following additional express conditions and limitations, each of which Licensor will observe and perform throughout the initial term of this License and any extension thereof. Violation of any condition or limitation, followed by written notice of such violation given by the Licensee's designated representative, if not cured within 30 calendar days of notice, shall give Licensee the option to terminate this License:

A. Licensor shall:

1. Provide permission to use one hundred thirty-five (135) parking spaces on the Premises (4700 Alameda, El Paso, Texas 79905) for Facility employee vehicle parking. The Premises is located on real property owned by Licensor, being more particularly described in **Attachment A, Parking Spaces**, which is attached to, incorporated, and made a part of this License for all purposes.
2. Provide access to parking for the Facility, at its discretion 24 hours a day, 7 days a week, except for such dates and times that the Premises may be needed by the Licensor, upon mutual agreement with Facility.
3. Provide access to the keys for the padlock to the chain on the gate, to enter the Premises.
4. Have access to the Premises at all times.
5. Be notified of the Facility person or persons who have keys for the padlock to the gates at all times.
6. Provide at least five (5) business days advance notice of parking being unavailable.
7. Bill HHSC for Facility employee parking access at a monthly rate of **\$8,030.50**.
8. In the event the Premises or any part thereof shall at any time during the License term be damaged by fire or other casualty, so as to be unfit for Facility's use, Licensee's obligation to make monthly rental payments, or a just and proportionate part as to the damaged portion of the Premises, according to the nature and extent of the damage sustained, shall be abated until the Premises is fully repaired and restored by the Licensor. In the event said Premises are destroyed, or unfit for Facility's continued use and occupancy, then at the election of either Licensor or Licensee, this License may be terminated, and the Parties shall be released from all obligations under this License.

8. LICENSE REQUIREMENTS

- 8.1 Condition of Premises. Licensor is providing the Premises in its present condition "AS IS," "WHERE IS," WITH ALL FAULTS. LICENSEE ACCEPTS THE PREMISES IN ITS PRESENT CONDITION "AS IS," "WHERE IS", WITH ALL FAULTS, AND AGREES THAT LICENSOR IS MAKING NO WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE CONDITION THEREOF, OR THE PRESENT OR FUTURE SUITABILITY OF THE PREMISES FOR ANY PARTICULAR USE. There are no lights, utilities, security, or safety precautions (aside from padlocked gates) offered by Licensor and Licensee accepts the Premises without such amenities. This Agreement is subject to all restrictions, reservations, exceptions, and conditions apparent or of record in the Real Property Records of El Paso, County.
- 8.2 Minimum Square Footage. As a condition of occupancy, Licensor certifies that the Premises contains the minimum parking spaces specified in this License.

9. GENERAL TERMS AND CONDITIONS

- 9.1 Termination for Convenience. Each Party reserves the right, at any time within the initial term or any renewal period, to terminate this License for convenience without incurring any further liability after termination by providing written notice to the other Party not less than thirty (30) calendar days before the specified termination date.
- 9.2 Payment of Taxes. DELETED.
- 9.3 Insurance. The Parties acknowledge that Facility is a State Hospital of HHSC. HHSC is a governmental unit as defined in the Texas Tort Claims Act (the "TTCA"), Chapter 101 of the Texas Civil Practice and Remedies Code, and enjoys sovereign immunity, subject to the limited waiver of sovereign immunity found in the TTCA. The State of Texas bears its own risk for claims of personal injury and property damage, subject to the requirements and limitations of the TTCA. Claims and judgments under the TTCA are paid by the Comptroller of the State of Texas under the authority of and pursuant to the limitations set forth within the current General Appropriations Act. See Attachment C.
- 9.4 Property of Licensee. On termination or expiration of this License, by lapse of time or otherwise, the Licensee or Facility shall within thirty (30) days remove from the Premises any and all improvements, equipment, appliances, or other property placed or owned by Licensee or Facility. The Parties, by mutual written agreement, may either reduce or extend the time allowed for the Licensee or Facility to remove its property. Licensee shall deliver the Premises to Licensor in good order and condition, excluding reasonable use and ordinary wear and tear.
- 9.5 Condemnation. If, during the term of this License, the Premises, or any portion thereof, shall be condemned for any public purpose, Licensee or Licensor shall have the option of terminating and canceling this License upon 30 days' notice to the other Party.
- 9.6 Occupancy. Licensee or Facility is not obligated to pay rent under this License until the Premises are made available by Licensor to Facility. If Licensor is unable to give Licensee full use of the Premises on the Commencement Date for any reason, Licensor shall give Licensee immediate written notice of the cause for the delay and the date the Premises will be ready for use. If full use of the Premises is delayed, Licensee, in its sole discretion, may terminate this License at any time without liability to the state of Texas, Licensee, or Facility, and seek other licensed or leased space; however, Licensor shall not be responsible for paying Licensee or Facility for any other such other licensed or leased space.
- Licensor shall not require rental payment from Licensee for any periods of time during the License term for which Licensor does not permit Facility occupancy or use of the Premises, except to the extent such use by Licensor is expressly authorized as described elsewhere herein.
- 9.7 Abandonment. The Licensee or Facility will not, without notifying the Licensor, abandon the Premises, or allow the Premises to become vacant or deserted. In the event the Facility's need to occupy the Premises terminates; the Licensee will notify the Licensor no less than 30 calendar days before vacating the Premises to terminate the license and will pay rent during said period.
- 9.8 Assignment. Licensee shall not assign this Agreement, in whole or in part, without advance written approval of Licensor.
- 9.9 Default by Licensor. In the event Licensor shall breach or be in default in the performance of any of the covenants or obligations imposed upon Licensor by this License, and shall remain in default for a period of thirty (30) calendar days after written notice from Licensee to Licensor of such default,

Licensee shall have the right to terminate this License. Licensors shall not be responsible for any costs of Licensee to find alternative parking arrangements.

- 9.10 **Default by Licensee.** In the event Licensee or Facility fails to pay rent or otherwise shall breach or be in default in the performance of any of the covenants or obligations imposed upon Licensee by this License, and shall remain in default for a period of thirty (30) calendar days after written notice from Licensors to Licensee of such default, Licensors shall have the right to terminate this License and may enter and take possession of the Premises, and will have the remedies now or hereafter provided by law for recovery of rent, and repossession of premises.
- 9.11 **Failure to Enforce.** The failure of the Licensee or Licensors to insist in any one or more instances on a strict performance of any of the covenants or conditions of this License shall not be construed as a waiver or relinquishment of such covenants or conditions in future instances, but the same shall continue and remain in full force and effect.
- 9.12 **Legal Notices.** Any legal notice required under this License shall be deemed delivered when deposited by Licensee either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the address set forth below for Licensors. Legal notice given by Licensors will be deemed effective when received by Licensee at the address below. The addresses are as follows:

Licensors

El Paso Independent School District
Attn: General Counsel
1014 N. Stanton Street
El Paso, TX 79902

With copy to:

El Paso Independent School District
Attn: Chief Operations Officer
1100 N. Stanton Street
El Paso, TX 79902

Licensee

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe St.; Mail Code 1100
Austin, Texas 78751-6500

With copy to:

Health and Human Services Commission
Attn: Pat Gonzalez, CTCM
4615 Alameda Ave.
El Paso, TX 79905

Either Party may change its address for legal notice by written notice to the other Party. All legal notices submitted to either Party must:

- i. include the Contract number;
- ii. be sent to the person(s) identified in the License; and
- iii. comply with all terms and conditions of the License.

- 9.13 **Public Information Act.** Information, documentation, and other material related to this License may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “**Public Information Act**” or “**PIA**”). Each Party may be required to make any information created or exchanged with the other Party pursuant to this License, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge.

- 9.14 State Auditor's Right to Audit. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this License or indirectly through a subcontract under this License. The acceptance of funds directly under this License or indirectly through a subcontract under this License acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- 9.15 Texas Accessibility Standards. The Parties agree that they shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules, and regulations regarding handicapped accessibility requirements. Notwithstanding the foregoing, Licensor is not obligated to make any changes or improvements to the Premises as a result of entering this License.
- 9.16 Sovereign/Governmental Immunity. The Parties expressly agree that no provision of this License is in any way intended to constitute a waiver by Licensor, Licensee, the Facility, or the State of Texas of any immunities from suit or from liability that Licensor, Licensee, the Facility, or the State of Texas may have by operation of law.
- 9.17 Governing Law and Venue. This License shall be governed by and construed in accordance with the laws of the state of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this License is fixed in any court of competent jurisdiction of El Paso County, Texas.
- 9.18 Entire License and Amendments. This License and all attachments incorporated and made a part of the License constitute the entire agreement between the Parties. All prior proposals, negotiations, notices, and representations not incorporated in this License are void and have no legal effect. Any future amendment or modification to this License is not valid unless evidenced in writing and signed by the Licensor and Licensee.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR
STATE AGENCY LICENSE AGREEMENT
HHS CONTRACT NO. HHS001654200001**

By signing below, the Parties, in witness to their intent to be legally bound by the terms and conditions of this License, have caused their proper and duly authorized representatives to execute and deliver this License as of the last date written below.

LICENSOR:
El Paso Independent School District

By: 

Name: Leah Hanany

Title: President, Board of Trustees

Approved as to Form: Date of Execution: 9/16/2025


LICENSEE:
HHSC El Paso Psychiatric Center

By: Zulema C. Carrillo Digitally signed by Zulema C. Carrillo
Date: 2025.08.04 16:17:26 -06'00'

Name: Zulema C. Carrillo

Title: Superintendent

Date of Execution: _____


EPISD General Counsel
Signed: Thursday, August 7, 2025

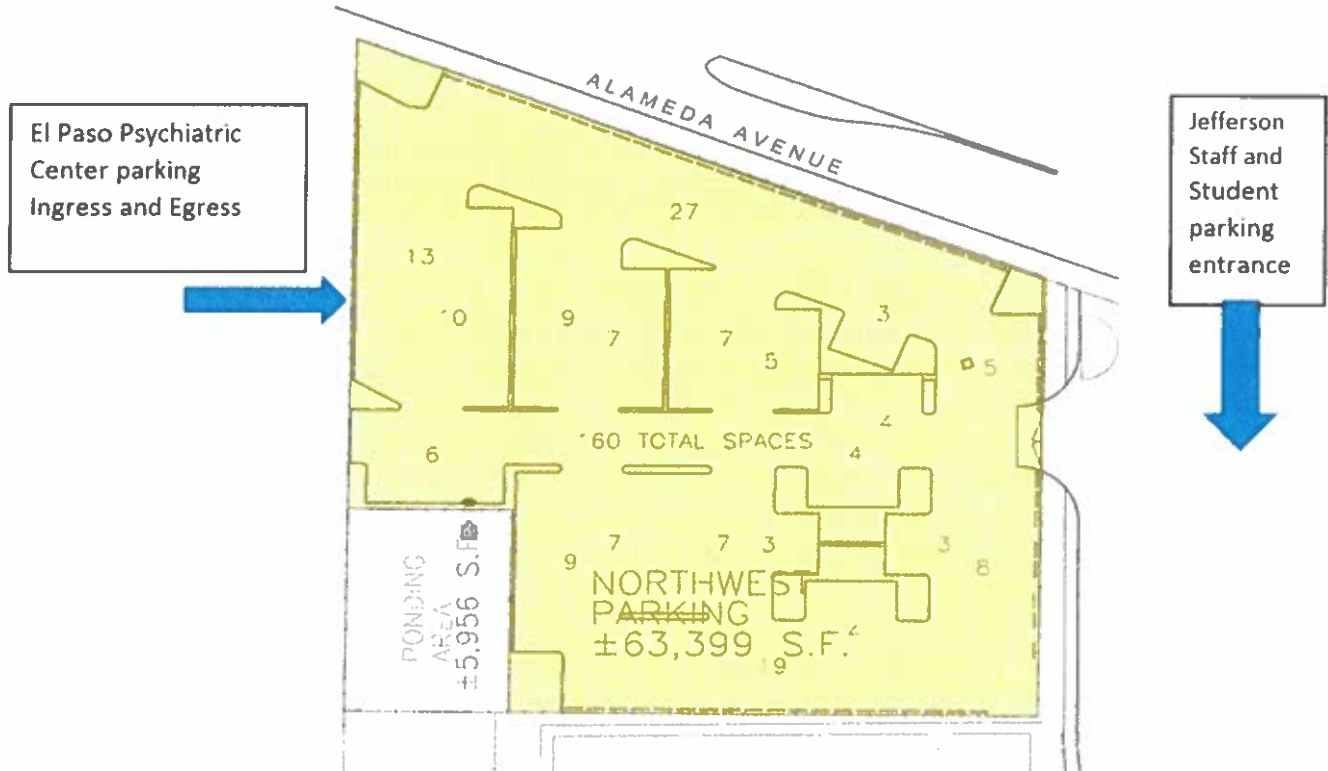
THE FOLLOWING ATTACHMENTS TO THIS HHS LICENSE NO. HHS001654200001 ARE HEREBY INCORPORATED BY REFERENCE:

- ATTACHMENT A – PARKING SPACES**
- ATTACHMENT B – BUDGET**
- ATTACHMENT C – LETTER DATED JULY 23, 2025 FROM ZULEMA C. CARRILLO, LCSW, SUPERINTENDENT, EL PASO PSYCHIATRIC CENTER**

ATTACHMENT A

Parking Spaces

The Premises includes 135 parking spaces at 4700 Alameda, El Paso Texas 79905, as highlighted in yellow below, and being a portion of the property described as a portion of Lots 1, 2, and 3 of Block B, Hadlock Addition, City of El Paso, El Paso County, Texas.



ATTACHMENT B

Budget

I. PAYMENT FOR SERVICES PROVIDED

Licensee will reimburse the Licensor for costs determined and invoiced in accordance with the terms and conditions of this License based on the fee of **EIGHT THOUSAND THIRTY DOLLARS AND FIFTY CENTS (\$8,030.50)** per month.

All payments by Licensee under this License will be made in accordance with the "Texas Prompt Payment Act," *Texas Government Code* Chapter 2251.

II. INVOICE AND PAYMENT

Invoices for payment must be submitted monthly in a secure, non-alterable electronic format (.pdf is acceptable). Licensor's taxpayer identification number is 74-6000769. All invoices will be submitted while clearly providing the following information:

1. Contract Number and purchase order clearly stated;
2. Licensor's legal name and "remit to" address, telephone number, and fax number (if any);
3. Unique invoice number assigned by the Licensor;
4. The date of the invoice;
5. The correct invoice amount (invoices that contain an incorrect amount, or a disputed amount will need to be revised and resubmitted);
6. The name and contact information of the person submitting the invoice; and
7. Any supporting documentation that may be reasonably requested by HHSC to verify the accuracy of the invoiced amounts.

The invoice must be submitted directly to DSHS EPC Business Office at DSHS.EPCBusinessOffice@hhs.texas.gov, with a courtesy copy to the HHSC Contract Representative (Patricia Gonzalez at patricia.gonzalez1@hhs.texas.gov). HHSC reserves the right to request reasonable additional information, including documentation, to verify the invoice. Alternative submission arrangements must be approved in writing by the assigned the HHSC Contract Representative.

If HHSC requests corrections to the invoice or requests reasonable additional information, documentation, or justification, the invoice shall be resubmitted with all corrections initialed or information necessary and changes to the date of submission to the date of resubmission.

A final invoice shall be submitted by Licensor within forty-five (45) days following the expiration or termination of this License.



Attachment C

July 23, 2025

Joel Valencia, Director of Operations
1100 N. Stanton Street
El Paso, Texas 79902
jvalencia@episd.org

Re: Request for Proof of General Liability Insurance from HHSC

To Whom It May Concern:

The El Paso Psychiatric Center is a State Hospital of the Health and Human Services Commission ("HHSC"). HHSC is a governmental unit as defined in the Texas Tort Claims Act (the "TTCA"), Chapter 101 of the Texas Civil Practice and Remedies Code, and enjoys sovereign immunity, subject to the limited waiver of sovereign immunity found in the TTCA. The State of Texas bears its own risk for claims of personal injury and property damage, subject to the requirements and limitations of the TTCA. Claims and judgments under the TTCA are paid by the Comptroller of the State of Texas under the authority of and pursuant to the limitations set forth within the current General Appropriations Act.

If you have any questions or need additional information, please do not hesitate to contact me at (915) 532-2202

Regards,

A handwritten signature in black ink that reads "Zulema Carrillo".

Zulema C. Carrillo, LCSW
Superintendent, El Paso Psychiatric Center



**EL PASO
INDEPENDENT
SCHOOL DISTRICT**

MEETING DATE: JUNE 2, 2026
&NBSP; &NBSP; &NBSP; &NBSP; &NBSP; &NBSP; &NBSP; &NBSP;
&NBSP;B.&NBSP; &NBSP; &NBSP; &NBSP; &NBSP; &NBSP;
&NBSP; APPROVAL OF INTERLOCAL AGREEMENTS AND
MEMORANDUMS OF UNDERSTANDING

**Board of Trustees
Executive Summary of Board Agenda Item**

TITLE:

Approval of First Extension of Industrial Site Lease between City of El Paso and El Paso Independent School District for Professional Development Center Facility (Budgeted General Operating Funds - \$39,396.24)

JUSTIFICATION STATEMENT:

To continue providing space for continuity of services and maintain uninterrupted use of an operational facility for District staff

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBLE: Joel Valencia, Director Operations; David Bates, Deputy Superintendent Operations and Support Systems

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

Strategic Lever III: Destination District - El Paso ISD solidifies its position as El Paso's destination district.

SUMMARY:

On or about September 25, 1991, El Paso Independent School District and the City of El Paso entered into an Industrial Site Lease for a portion of land, and entered a Memorandum of Lease for the property, for a term from September 25, 1991, through September 30, 2026, subject to two (2) options to extend for ten (10) years each.

Administration seeks approval to exercise its first option to extend the Industrial Site Lease with the City of El Paso for the portion of property currently utilized by the District's Professional Development Center (PDC). The extension will continue the lease from October 1, 2026, through September 30, 2036, in accordance with the original lease agreement provisions. Approval of this extension will allow the District to maintain uninterrupted use of a critical operational facility that supports infrastructure and maintenance functions. The extension is consistent with the terms of the original agreement and ensures continuity of services while avoiding relocation costs. Administration will continue to coordinate with the City of El Paso to uphold lease provisions and support long-term operational efficiency.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board approve the first 10-year extension of the Industrial Site Lease between the City of El Paso and El Paso Independent School District for the Professional Development Center, for the term effective FY2026–FY2036 for a cost of \$39,396.24 annually, as presented.

FUNDING SOURCE: Budgeted General Operating Funds **ACCOUNT NO.:** 199.51.6269.935.99.100.935

FISCAL IMPACT AND COST:

\$39,396.24

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

Would require El Paso Independent School District to relocate their Professional Development Center offices to a new location.

IMPLEMENTATION TIMELINE:

October 1, 2026, through September 30, 2036

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

[Signed_04.28.26 COEP PDC Lease 1st Extension.pdf](#)



EL PASO INDEPENDENT
SCHOOL DISTRICT

Office of the Superintendent

May 1, 2026

**VIA CERTIFIED MAIL RETURN RECEIPT
REQUESTED**

City Clerk
City of El Paso
300 N. Campbell
El Paso, Texas 79901
ATTN: Laura Prine

Airport Manager
El Paso International Airport
6701 Convair
El Paso, Texas 79925

City Attorney
City of El Paso
P.O. Box 1890
El Paso, Texas 79901
ATTN: Karla Nieman

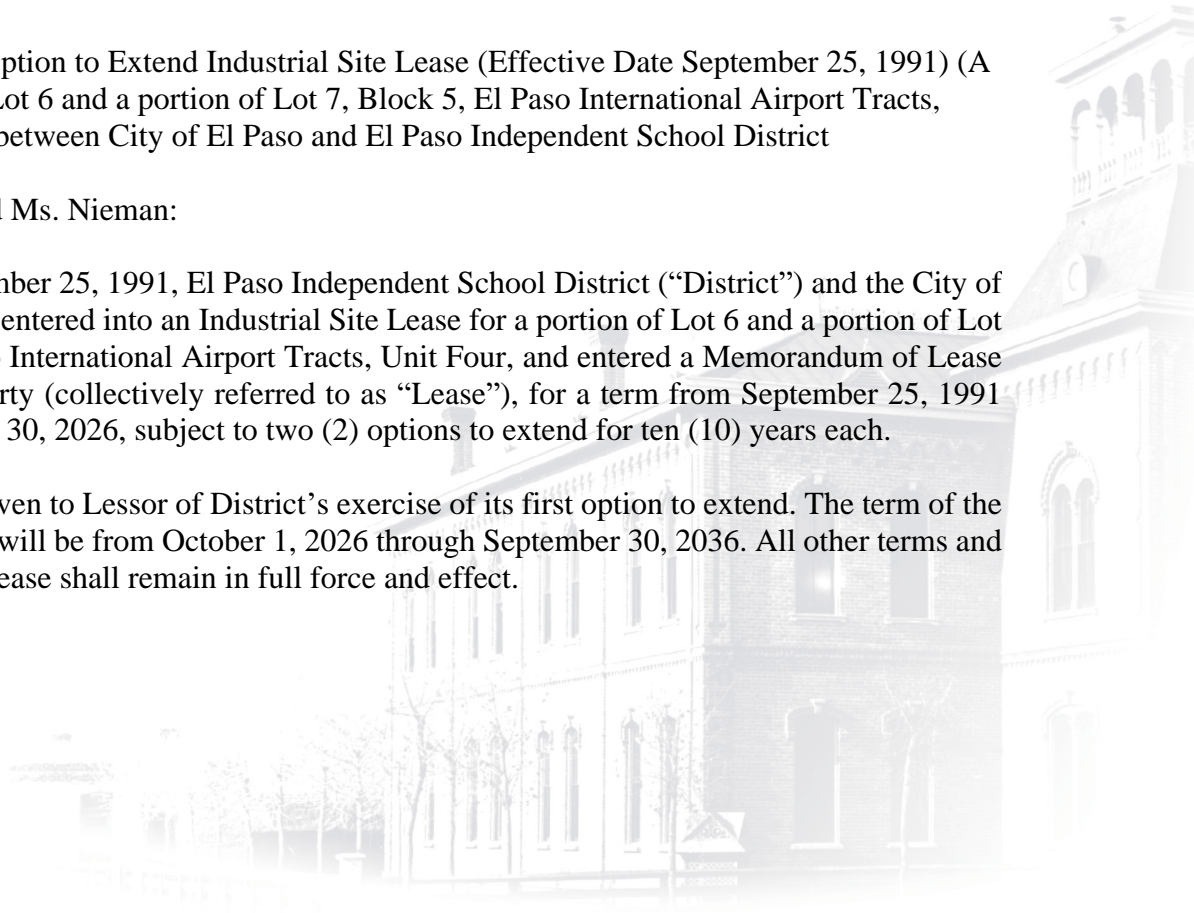
RE: Notice of Option to Extend Industrial Site Lease (Effective Date September 25, 1991) (A portion of Lot 6 and a portion of Lot 7, Block 5, El Paso International Airport Tracts, Unit Four) between City of El Paso and El Paso Independent School District

Dear Ms. Prine and Ms. Nieman:

On or about September 25, 1991, El Paso Independent School District (“District”) and the City of El Paso (“Lessor”) entered into an Industrial Site Lease for a portion of Lot 6 and a portion of Lot 7, Block 5, El Paso International Airport Tracts, Unit Four, and entered a Memorandum of Lease for the same property (collectively referred to as “Lease”), for a term from September 25, 1991 through September 30, 2026, subject to two (2) options to extend for ten (10) years each.

Notice is hereby given to Lessor of District’s exercise of its first option to extend. The term of the optional extension will be from October 1, 2026 through September 30, 2036. All other terms and conditions of the Lease shall remain in full force and effect.

Administration Building
1014 N. Stanton St.
El Paso, TX 79902
Phone (915) 230-2577
FAX (915) 230-0575
www.episd.org





EL PASO INDEPENDENT
SCHOOL DISTRICT

If you have any questions or require additional information, please contact Joel Valencia, Director Operations Services (915) 230-2349.

Sincerely,

Dr. Brian Lusk, Superintendent
Superintendent

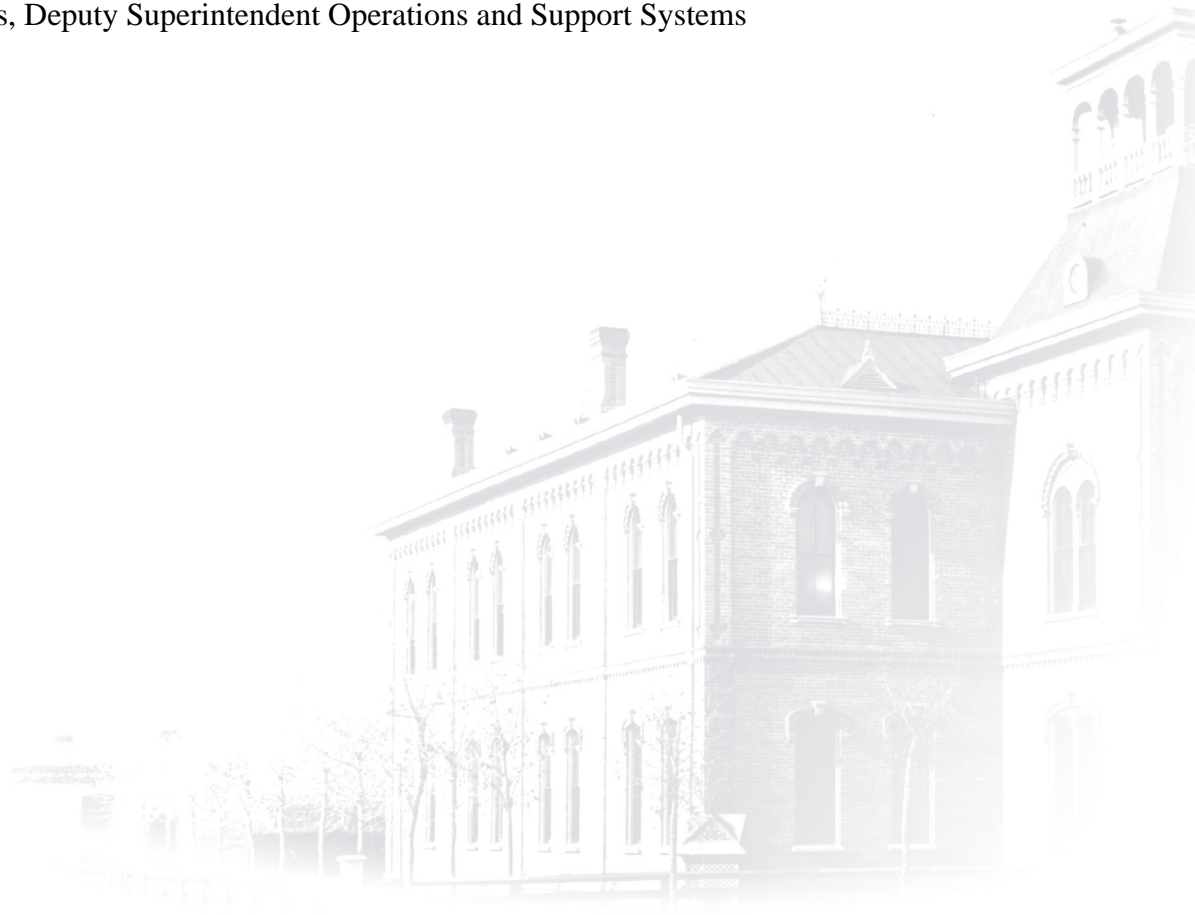
Approved as to form:

A handwritten signature in black ink, appearing to read "Jeanne C. Collins".

Signed: Wednesday, April 29, 2026

Jeanne C. Collins, General Counsel, EPISD

cc: Joel Valencia, Director Operations Services
David Bates, Deputy Superintendent Operations and Support Systems





Board of Trustees
Executive Summary of Board Agenda Item

TITLE:

Approval of Expenditures to Purchase Plan4Learning and Title I Crate from 806 Technologies, Inc., Utilizing BuyBoard Contract No. 759-29, Technology: Software and Services, and Round Rock ISD RFP 24-019, Educational Contracted Services & Materials (Budgeted Federal Title I Funds - \$110,700.00)

JUSTIFICATION STATEMENT:

To provide a platform to develop and monitor processes for improvement plans, implementation strategies, action steps, and an electronic documentation file system to guide District initiatives for student academic success

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBLE: Kristine Ferret, Senior Director Strategic Planning and Design; David Bates, Deputy Superintendent Operations & Support Systems; Haydee Pena, Executive Director Procurement & School Resources

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:

The Interlocal Cooperative Agreement is one (1) of seven (7) approved purchasing methods allowed under the Texas Education Code, Section 44.031. Board Policy CH (Local) states, "The Board delegates to the Superintendent the authority to make single, budgeted purchases of goods and services that cost up to \$100,000.00"

The Strategic Planning, Analytics and Assessment Department requests the purchase of Plan4Learning and Title I Crate software licenses for the District and all campuses. This districtwide license supports the District and campus improvement planning needs. Features include: real-time District and campus improvement plans, program funding documentation, automated formative and summative review processes, State and Federal Title I compliance, comprehensive needs assessment tools, and budget documentation.

Title I Crate for federal program documentation is a web-based software that enables District campuses to ensure compliance with federal guidelines by maintaining targeted improvement planning documentation online. With Title I Crate, the District receives up-to-date federal compliance requirements built-in; detailed districtwide reporting and analytics on a visual dashboard; built-in messaging system; a dedicated Success Specialist assigned to the District; free monthly user trainings for all users; on-demand, embedded training videos, articles and resources on best practices; and customer service via live chat, phone, and email.

The Texas Education Agency (TEA) requires that a district and its schools develop an improvement plan, and that information contained in the plan be in an understandable and uniform format provided in a language that parents can understand. Translation services are required to ensure that information is provided accurately in different languages. The District will submit the plans for translation. Services provided include the following: professional education translators, translator performance tracking, personalized service, and quick turnaround times.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board approve the expenditures to purchase Plan4Learning and Title I Crate from 806 Technologies, Inc., utilizing BuyBoard Contract No. 759-29, Technology: Software and Services, and Round Rock ISD RFP 24-019, Educational Contracted Services & Materials, in the amount of \$110,700.00, as presented, subject in part to approval of the 2026-2027 preliminary budget.

FUNDING SOURCE: Budgeted Federal Title I Funds **ACCOUNT NO.:** 211.21.6299.912.24.801.912

FISCAL IMPACT AND COST:

\$110,700.00

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

October 1, 2026 - September 30, 2027

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

[Contract - 806 Technologies.pdf](#)

[CIP Form 1295.pdf](#)

[Purchasing Coop Information BB](#)

[Purchasing Coop Information RR](#)

VENDOR CONTRACT
(Goods and Services)

THIS VENDOR CONTRACT FOR GOODS AND SERVICES ("this Contract") is between 806 TECHNOLOGIES, INC. (the "Vendor") and the EL PASO INDEPENDENT SCHOOL DISTRICT ("District"). The Effective Date of this Contract is October 1, 2026 regardless of when executed. For and in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **Term.**

1.1 **Term.** The term of this Contract shall be for a period from October 1, 2026 through September 30, 2027 [with 0 year(s) annual renewal(s)], unless earlier terminated in accordance with this Contract. Annual renewals, if any, shall be at the sole discretion of the District.

1.2 **Non-Appropriation.** In the event the Contract is awarded for a term greater than one year or extending beyond the District's current budget period, it will be subject to approval at the commencement of each of the District's budget years. Vendor agrees that the District has the continuing right to terminate this Contract without notice at the end of a District budget period in which funds for this Contract are not appropriated. Vendor shall not be entitled to receive payments or amounts under the Contract in excess of the amounts appropriated for the then-current budget period of District.

2. **Cancellation/Termination.**

2.1 **Termination.** This Contract may be terminated as follows: (a) by either party in the event of material breach of this Contract by the other party which continues more than thirty (30) days after written notice of default from the non-breaching party to the breaching party; or (b) by the District at its option: (i) if Vendor fails, as determined by the District's representative, to satisfactorily perform the duties set out in this Contract, comply with any covenant herein required or breach any warranty provided herein; becomes insolvent, files or has filed against it a petition in bankruptcy, proposes or accomplishes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors; (ii) if a receiver, trustee, custodian, or similar agent is appointed or takes possession of any property or business of Vendor; (iii) if, at the expiration of each District budget period occurring during the term of this Contract, funds for this Contract are not appropriated as provided in Section 1.2 above; or (iv) with or without cause upon thirty days prior written notice from the District to Vendor. In the event of early termination of the Contract for any reason, the total compensation which may be claimed by Vendor under this Contract shall be limited [subject to other limitations in this Contract or applicable law] to the payment for the conforming goods and/or services timely provided by the date of termination.

2.2 **Effect.** Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Contract, Vendor shall submit to District its claims, in detail, for the monies owed by District for services satisfactorily performed or goods delivered and accepted under this Contract through the effective date of termination. **Failure by Vendor to submit its claims within forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Vendor of any and all right or claims to collect monies that Vendor may rightfully be otherwise entitled to for services satisfactorily performed or goods delivered under this Contract.** Regardless of how this Contract is terminated, Vendor shall effect an orderly transfer to District or to such person(s) or firm(s) as the District may designate, at no additional cost to District. Upon the effective date of expiration or termination of this Contract, Vendor shall cease all operations of services being performed or delivery of goods by Vendor, or any of its subcontractors, pursuant to this Contract. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Vendor, in connection with the services rendered by Vendor under this Contract, regardless of storage medium, shall be transferred to District. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Vendor's sole cost and expense. Payment of compensation due or to become due to Vendor is conditioned upon delivery of all such documents.

3. **Right to Assurance.** Whenever the District in good faith has reason to question the Vendor's intent to perform, the District may demand that the Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five business (5) days, the District may treat this failure as an anticipatory repudiation of the Contract.

4. **Remedies.** In the event of default of this Contract by Vendor, the District shall have all of, and may exercise one or more of, the following rights and remedies: (a) the right to recover damages; (b) the right to seek injunctive relief; (c) the right to seek declaratory relief; (d) the right to off-set and/or retain from payments otherwise due to Vendor damages, fees, and costs sustained or incurred by the District in connection with such breach; (e) the right to terminate this Contract as provided herein; and (f) any of its rights and remedies in law or equity. In no event shall District's action of terminating this Contract, whether for cause or otherwise, be deemed an election of District's remedies, nor shall such termination limit, in any way, at law or at equity, District's right to seek damages from or otherwise pursue Vendor for any default hereunder or other action.

5. **Force Majeure.** If by reason of Force Majeure (i.e. acts of God, strikes, lockouts, or other industrial disturbances, etc.), either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

6. **Goods and Services to Be Delivered.**

6.1 **Delivery, Packaging and Acceptance of Goods.**

A. Vendor agrees to provide the goods listed and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes [or any subsequent goods required to be delivered to the District under this Contract] (collectively, the "Goods"). Unless otherwise stated in Exhibit "A", the Goods shall be delivered in accordance with the following Standard Delivery Terms:

(i) F.O.B. District's James Gamble Facility, 4900 Woodrow Bean Drive, El Paso, Texas 79924.

(ii) Goods will be packed in accordance with good commercial practice and in a manner which will facilitate securing the lowest transportation costs, conform to requirements of common carriers and any applicable specifications. Each shipping container shall be clearly and permanently packed and identified with: (a) Vendor's name and address; (b) if applicable, consignee's name, address and purchase order and bid number; (c) container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Vendor shall bear cost of packaging unless otherwise provided. The District's count or weight determination shall be final and conclusive on shipments not accompanied by packing slips/lists. The Goods will be delivered with an Operator's Manual and a Maintenance and Parts Manual, if one exists.

(iii) The District assumes no liability for Goods delivered in damaged or in unacceptable condition. The Vendor shall handle all claims with insurance carriers, and in the event that Goods are damaged in transit shall ship replacement Goods immediately upon notification by the District of damage. Delivery will be made between the hours of 8:00 a.m. and 3:30 p.m. (MDT/MST) unless otherwise specified by the District in writing. Vendor is not authorized to ship the Goods under reservation and no tender of a Bill of Lading will operate as a tender of Goods. The District shall have the right to inspect the Goods at delivery before accepting them and no Goods will be accepted until written acceptance is provided by authorized District Representative. Any written warranties will commence upon acceptance of the Goods by the District.

(iv) Repair and Replacement Information. As the situation requires, the Vendor shall provide alternative quotes for both repair and replacement of any damaged Goods, if appropriate to the request. In the event the cost of repair is equal to or greater than seventy-five percent (75%) of the price of a new item, Vendor shall provide a written recommendation to the District representative regarding the relative merits of repair or replacement of the item. Failure to adhere to these requirements may be grounds for the termination of the Contract.

6.2 Delivery of Services and Standard of Care.

A. Delivery. Vendor agrees to provide the services listed and described in Exhibit "B," which is attached hereto and incorporated herein by reference for all purposes (collectively, the "Services"). Nothing contained in this Contract shall require District to pay for any unsatisfactory Services, as determined by District's representative, or for work that does not comply with the terms of this Contract.

B. Standard of Care. If the Services are performed by a non-professional Vendor, Vendor represents, covenants, and warrants that it will devote its good faith, best efforts in provision of the Services and will provide the Services with reasonable care and skill and in a good and workmanlike manner. If the Services are considered Professional Services, the Vendor further represents, covenants and warrants that it will provide the Services using the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locale. Services will be provided in a manner consistent with industry standards and will conform to the required specifications set out herein, and shall be delivered in compliance with all applicable laws, rules, regulations, procedures and consistent with industry standards.

6.3 Warranties for Goods and Services.

A. Express Warranties. Vendor expressly represents, warrants and covenants, that:

(i) Vendor will devote its good faith, best efforts in provision of the Goods and/or Services.

(ii) Vendor has and will retain sufficient financial condition, working capital, experience, expertise, personnel, licenses, certifications, and authority to provide the Goods and/or Services, that it will provide copies of its licenses and certifications to the District upon request, and will comply with the vendor ethics policies of the District.

(iii) The Goods furnished conform with the specifications, drawings, descriptions and that the Services promised will adequately address the Scope of Services set forth in the Contract and its exhibits, the District's Request for Proposal, Request for Competitive Sealed Proposal or other solicitation for the Goods and/or Services contracted for herein (the "Solicitation Document"), and to any sample(s) furnished by Vendor, if any, in connection with the Contract or in response to the District's Request for Proposal.

(iv) The Goods and/or Services shall be delivered in compliance with all applicable laws, rules, and regulations, with District policies and procedures, and consistent with industry standards.

(v) In the event of a conflict between the specifications, drawings and descriptions of Goods to be provided, the specifications shall govern. In the event of a conflict between the Solicitation Document and the Contract, the Contract shall prevail.

(vi) All Goods are new and the quality of the Goods is consistent with or better than industry standard.

B. Implied Warranties.

(i) The Goods comply with all implied warranties, including but not limited to, the implied warranty of merchantability and fitness for the particular purpose for which they were

obtained. The Vendor agrees to provide the Services agreed to herein in a good and workmanlike manner.

(ii) No implied warranties for Goods and/or Services or provided in connection with this Contract are waived modified or excluded by any provision of this Contract, or any terms and conditions included in any document prepared by the Vendor, and any provision so intended, or interpreted shall be treated as void *ab initio*.

C. **Safety Warranty and Provision of Material Safety Data Sheets.** As applicable, the Goods supplied to the District under this Contract shall conform to applicable standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act ("OSHA") of 1970. In the event the Goods do not conform to OSHA standards, the District will be permitted to refuse or return the non-conforming Goods for correction or replacement at the Vendor's expense. Where Goods to be delivered under this Contract require the maintenance of Material Safety Data Sheets ("MSDS"), a copy of the relevant MSDS will be made available to the District's representative prior to delivery of the relevant Goods.

6.4 **No Warranties by District.** No review, consent, or approval by the District of any documents prepared by Vendor shall constitute a representation or warranty by the District of the legality, suitability, or quality of the same or content thereof.

6.5 **Reservation of Rights.** The District reserves the right to use its own staff or any other third-party to provide the same or similar goods and/or services to the Goods and/or Services described herein.

7. **Tax Exemption.** The District is exempt from Federal Excise, State or City Sales Tax under State Law and such obligations are included in the price under this Contract. The District will furnish a tax exemption certificate, if required.

8. **Invoicing and Payment.** Compensation to Vendor is set forth on Exhibit "C," attached hereto and incorporated herein. Except as otherwise provided in Exhibit "C," Vendor shall invoice the District on or before the thirtieth (30th) day of each month, for the portions of the Goods delivered and accepted and/or Services performed during the preceding month at rates set forth on Exhibit "C." Reimbursable Expenses are included in the hourly rate or not to exceed pricing for Services unless specifically excluded. If excluded, Reimbursable Expenses will be itemized separately and documented by receipts for invoicing purposes. Invoices for Goods and/or Services shall not include Federal Excise, State or City Sales Tax for which an Independent School District is exempt under State law. The District shall furnish a tax exemption certificate, if required. The aggregate compensation from the District to Vendor for the Goods and/or Services shall not exceed the maximum figures stated in Exhibit "C." Vendor shall not be entitled to receive payments or amounts under the Contract in excess of the amounts appropriated for the then-current budget period of the District. The District shall make payment to the Vendor for amounts determined to be properly due, not later than thirty (30) days after its receipt of the Vendor's invoice or as required by the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code) or its successor. The maximum interest rate on any past due payments by the District to Vendor shall be limited to the rate provided by Section 2251.025 of the Texas Government Code or its successor. The District shall not be required to make any payments to Vendor at any time Vendor is in default under this Contract.

9. **Confidential/Proprietary Information.**

9.1 **Confidential Information/Materials.** Vendor understands that, during the term of this Contract, Vendor will have access to certain information belonging to the District and designated as confidential by the District or not generally known by non-District personnel (collectively, the "Confidential Information"). During the term of this Contract and at all times thereafter, Vendor shall not, without the prior written consent of the District, do any of the following, directly or indirectly: (a) use any of the Confidential Information for Vendor's own purposes or for the purposes of any person or entity other than the District; and/or (b) disclose any of the Confidential Information to any third party, except as reasonably and in good

faith required in connection with performance of this Contract by Vendor. Vendor further shall take all steps necessary to prevent disclosure of Confidential Information by any other person or entity, during the term of this Contract and at all times thereafter, without the prior written consent of the District. All data, disks, lists, financial records, other records, documents, property, information, specifications, and materials of the District relating to the Goods and/or Services provided to Vendor during the term of this Contract, as well as all copies thereof (collectively the "Materials"), shall be and remain the sole and exclusive property of the District. None of the Materials shall be retained by Vendor, or shall be transmitted to anyone at any time, either now or in the future, except as reasonably and in good faith required in connection with performance of this Contract by Vendor. Upon termination of this Contract, or upon request by the District, Vendor shall promptly return the Materials to the District. The Materials are included within the definition of Confidential Information. Vendor further agrees that, if it receives information or records concerning any student, it shall not disclose the same, except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA.

9.2 **Intellectual Property Rights.** If Vendor, as part of the delivery of the Goods and/or Services, will be working with the District, [all references to Vendor and District in this paragraph shall include their respective agents, employees and representatives], to create and/or develop materials or other work products, including visual, audio, written and graphic material (the "Resulting Work Product") for which the Vendor will receive any consideration provided for in this Contract, the Resulting Work Product (including all of Vendor's contributions to the creation or development of the Resulting Work Product), and any state or federal trademark rights, copyrights, patents or other intellectual property rights associated with the Resulting Work Product (collectively, the "Intellectual Property Rights") will at all times remain the exclusive property of the District. Vendor agrees to assist the District in any way necessary, including executing any assignments or other documents, required to document the District's ownership rights in the Resulting Work Product and the associated Intellectual Property Rights, as applicable; including taking any action necessary for the District to secure state or federal registration of its Intellectual Property Rights in the name of the District. No separate or additional consideration, other than the consideration paid under this Contract, will be provided by the District for any provision of any assignments or conveyance of the Resulting Work Product, or of Intellectual Property Rights associated with the Resulting Work Product. The Vendor shall assure that its authorized subcontractors or agents, not under its control as employees, are aware of this provision and are contractually bound thereby.

10. **Vendor Records and Retention.** The District or its authorized representative shall be afforded unrestricted access to and be permitted to inspect and copy all of the Vendor's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Vendor shall preserve all such records for a period of five (5) years, after the District makes final payment and all other pending matters are closed, or for such longer period as may be required by law, after final payment under this Contract, including any extension thereof. To the extent that the requirements of 2 CFR § 200.333 apply to the Contract, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award, must be retained for the Vendor for only the period required by 2 CFR § 200.333 and the five (5) year requirement of this provision shall apply to all other documents. If no federal funds are expended by the District for the Contract, the five (5) year retention requirement provided herein will apply.

For a Contract involving at least \$1 million in Goods/Services, the following provision shall apply: Vendor shall preserve for the duration of this Contract all "contracting information" within the meaning of Texas Government Code Section 552.003(1-a) et. seq. relating to this Contract (the "Contracting Information") as provided by the records retention requirements applicable to the District. Vendor shall provide to the District, upon its request, any Contracting Information that is in the custody or possession of Vendor. Upon completion of this Contract, Vendor shall either provide at no cost to the District all Contracting Information in the custody or possession of Vendor or instead preserve all Contracting Information as provided by the records retention requirements applicable to the District. Pursuant to Texas Government Code Section 552.372(b), the following notice is given to Vendor: The requirements of Subchapter J, Chapter 552,

Government Code, may apply to this Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that Subchapter.

11. **Indemnification.**

11.1 **General Indemnification.** Vendor agrees to INDEMNIFY, DEFEND, AND HOLD HARMLESS the District and its trustees, officers, agents, representatives and employees (collectively, the “Indemnified Parties”) from and against, any and all claims, causes of action, liability, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney’s fees and costs of defense), proceedings, actions, demands, and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may arise out of or be caused by the negligent or intentional act, error, or omission of Vendor, or that of its agent, officer, representative, employee, or sub-consultant (collectively “Vendor Affiliate”) while in the exercise or performance of the rights or obligations under this Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the Indemnified Parties, in instances where such negligence causes personal injury, death, or property damage. In the event Vendor and/or a Vendor Affiliate and any Indemnified Party are found jointly liable by a Court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the District, its employees/officials under Texas law and without waiving any defenses of District its employees/officials under the Texas Tort Claims Act or other Texas law. Vendor shall promptly advise District, in writing, of any claim or demand against an Indemnified Party, Vendor and/or a Vendor Affiliate known to Vendor, related to or arising out of activities of Vendor and/or a Vendor Affiliate under this Contract. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

11.2 **Intellectual Property Rights Indemnification.** Vendor shall INDEMNIFY, DEFEND, AND HOLD HARMLESS the District, its elected officials, employees, officers, and representatives harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees) for infringement of any patent, copyright or similar property right including, but not limited to, misappropriation of trade secrets and any infringement by Vendor and its employees and consultants, in connection with any license provided, any deliverable or any Service furnished hereunder, and used by either the District or Vendor within the scope of this Contract (unless said infringement results directly from Vendor’s compliance with District’s written standards or specifications).

11.3 **Defense Counsel.** In connection with any indemnification obligation in this Section 11, District, in its sole discretion shall have the right to approve or select defense counsel to be retained by Vendor in fulfilling its indemnity obligation hereunder, unless such right is expressly waived by District in writing. District reserves the right to provide a portion, or all of its own defense, at its own expense; however, District is under no obligation to do so. Any such action by District is not to be construed a waiver of Vendor’s obligation to defend District or a waiver of Vendor’s obligation to indemnify District pursuant to this Section. Vendor shall retain District-approved defense counsel within seven (7) business days of District’s written notice that District is invoking its right to indemnification under this Contract. If Vendor fails to retain counsel within such time period, District shall have the right to retain defense counsel on its own behalf, and Vendor shall be responsible for all costs incurred by District until such time as the Vendor provides a defense.

11.4 **Indemnity Survival.** The provisions of this Section 11 are solely for the benefit of the parties hereto, and not intended to create or grant any rights, contractual or otherwise, to any other person or entity and the obligations herein shall survive the termination or expiration of this Contract.

12. **Work On School District Campuses.**

12.1 **Notice Before Entry During School Hours and Decorum on District Campuses.** Vendor acknowledges that work may be performed in connection with an educational facility that is currently occupied and in use. It is imperative that Vendor’s deliveries and/or performance of Services not interfere

with, interrupt, disturb, or disrupt District's normal operations or facilities. During school hours, when entry is not made on an emergency basis, Vendor shall notify the District in advance and arrange an escort for Vendor's representative.

12.2 Compliance with Campus Rules. Vendor agrees to and shall comply with all rules, regulations and requirements of the District and the school campus on which work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of District. Vendor recognizes the ongoing school activities in proximity with its onsite activities shall result in the need for prompt and effective coordination of its Services with those involved in the ongoing use of the premises. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Vendor shall be responsible for the actions of its employees and its subcontractors. The Vendor recognizes the site is a public-school campus, and will prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the site and shall require adequate dress of the Vendor's forces consistent with the nature of the work being performed.

13. Criminal Background Checks. Vendor shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, District Board Policy CH (Legal) and (Local), and other policies and administrative requirements relating to or arising from such statute and rule(s); shall ensure that no covered employee of Vendor or of any subcontractor [if authorized] with a disqualifying criminal history performs Services under the award at or for the District; and shall timely provide written certifications thereunder in such form and substance as requested by the District. Vendor understands that any failure to comply with the requirements of this Section may be grounds for termination of its Contract with the District.

14. Relationship. **This Contract does not constitute a joint venture or partnership of any kind between the parties hereto. In addition, the parties expressly understand and agree the provision of Goods and/or Services is and shall be considered independent contractor work performed by Vendor, using Vendor's own talents, contacts, tools, vehicles, and equipment, and that nothing in this Contract in any way creates an express or implied contract of employment between the District and Vendor. Vendor is not and shall not be an employee of the District for any purpose. Vendor is exclusively responsible for all administrative matters relating to its status hereunder or the Goods and/or Services, including without limitation, travel, lodging, and other expenses, any withholding and payment of all federal, state and local income taxes, FICA, FUTA, or other employment-related taxes, workers' compensation insurance, fringe benefit programs, or other benefits of any kind. Vendor represents that it is an independent contractor providing goods and/or services for hire similar to the Goods and/or Services to the general public, that it has full authority and capacity to enter into this Contract and provide the Goods and/or Services, and that execution or performance of this Contract by Vendor shall not violate any other agreement or covenant or any law.**

15. Federal Edgar Provisions. Vendor acknowledges in the event federal funds are used to fund the Goods and/or Services delivered under the Contract, Vendor will abide by all applicable federal laws, rules, and regulations, executive orders, and policies, procedures and directives applicable to the Contract, including but not limited to the following:

15.1 Contractual Remedies. Vendor agrees that it will comply with all administrative, contractual, legal remedies, sanctions, and penalties for violation or breach that are included in this Contract.

15.2 Wage and Hour Requirements. To the extent this Contract involves the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), which requires Vendor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. This provision will not apply to the District's purchases from Vendor of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

15.3 Clean Air Act and EPA. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 -7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387) and agrees to promptly notify the District of any violation.

15.4 Debarment and Suspension. Vendor has certified that neither the Vendor nor its principals were listed on the government-wide exclusions in the System for Award Management ("SAM") that neither the Vendor nor its principals are debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549 at the time this Contract was executed. Vendor further agrees on behalf of itself and its principals, to immediately provide written notification to the District if, at any time following execution of this Contract, Vendor or one of its principals learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, or if Vendor or one of its principals is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Failure to notify the District of erroneous information within five (5) business days of change in circumstances shall be grounds for immediate termination, but termination of Vendor shall not be an election of remedy by the District.

15.5 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352. Vendor confirms its certification to the District that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. Vendor further certifies that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Vendor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., providing administrative remedies for false statements, apply to this certification and disclosure, and that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Finally, Vendor agrees that it will require the language of this certification be included in the award documents for all lower-tier contractors it hires, and that it will ensure all subcontractors make the same certification in connection with work done under the Contract. The certification in this Section is a material representation of fact upon which the District has placed its reliance.

15.6 Compliance with Mandatory Provisions of State Energy Conservation Plan. Vendor shall comply with the all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201), if any.

15.7 Compliance with Solid Waste Disposal Act. If the District purchased the same item or items from the Vendor under this Contract, which were purchased by the District during the preceding fiscal year, and the prior purchase exceeded \$10,000, Vendor agrees that it will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable, and that it will provide information and certifications required by the District confirming estimates and otherwise evidencing such compliance.

15.8 Equal Employment Opportunity Clause. Vendor represents, warrants and certifies that, during the performance of the Contract:

A. it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination;

B. it will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;

C. it will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Vendor's legal duty to furnish information;

D. it will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

E. it will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor;

F. it will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders;

G. in the event of Vendor's non-compliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law; and

H. it will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction, the Vendor may request the United States to enter into such litigation to protect its interests.

15.9 Termination for Convenience. Notwithstanding any provision to the contrary contained in this Contract, if federal funds are used to fund the purchase represented by this Contract, the District reserves the right to terminate this Contract for convenience. In such event, the District agrees it will be responsible for all legitimate charges with respect to periods prior to the termination.

16. Miscellaneous.

16.1 Assignment/Delegation. Without the prior written consent of the other party, no party shall have right or power to assign this Contract in whole or in part, or to delegate or sub-contract any duties hereunder in whole or part. Any attempted assignment or delegation by Vendor shall be wholly void and ineffective for all purposes unless made in the conformity with this paragraph.

16.2 Governing Law and Venue. **THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND IS PERFORMABLE IN EL PASO COUNTY, TEXAS.**

16.3 No Waiver of Immunity. The District reserves, and does not waive, its rights of sovereign/governmental immunity and similar rights, immunities and rights of its officials and employees, under the Texas Tort Claims Act. Nothing herein shall be a consent to suit.

16.4 No Third-Party Beneficiaries. This Contract, and every provision thereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No term or provision of this Contract shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Contract.

16.5 Context. Wherever the context shall require, the singular shall include the plural, and the male gender shall include the female gender and the neuter, and vice versa.

16.6 Attorney's Fees. In the event that either party brings an action to enforce or interpret any provision of this Contract, the prevailing party will be entitled to recover its costs and expenses including, without limitation, reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it shall be entitled to receive, as determined by the trier of fact in such dispute.

16.7 Waiver. No waiver, change, modification or discharge by either party hereto of any provision of this Contract shall be deemed to have been made or shall be effective, unless expressed in writing and signed by the party to be charged. A waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this Contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

16.8 Severability. Any provision, or part thereof, of this Contract held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Contract and the effect thereof shall be confined to the provision, or part thereof, so held to be invalid or unenforceable.

16.9 Time of Essence. Time is of the essence with respect to Vendor's obligations hereunder.

16.10 Public Records. Records relating to this Contract may be subject to disclosure pursuant to the Texas Public Information Act f/k/a Open Records Act, Section 552.001 et. seq. of the Texas Government Code. To the extent any of the Goods and/or Services under this Contract involve the exchange or creation of Public Information as defined by such Act, the Vendor shall make any such information, not otherwise

exempted from disclosure under such Act, available in writing and electronically in Microsoft Word, Microsoft Excel and or Adobe Acrobat.

16.11 Notices. All notices to a party under this Contract shall be provided by certified mail, return receipt requested, to the address set forth for the respective party beneath its signature block in this Contract, or such other address as later provided by a party through written notice to the other party.

16.12 Advertising. Vendor shall not advertise or publish, without the District's prior consent, the fact that the parties have entered into this Contract, except to the extent necessary to comply with proper requests for information from a representative of the federal, state, or local government.

16.13 Right to Audit and Records Access. The District, or its authorized representative (including Texas Education Agency and the Comptroller General), shall be given reasonable access to records and rights to perform audits by the District's own personnel and/or an outside firm of consultants/auditors, in order to investigate the District's claims, the Services, and/or evaluate the performance of the Vendor. The Vendor agrees to provide full cooperation during this process. Performance of these functions shall be conducted with proper notification per customary industry standards. Vendor agrees to maintain all required records and give the District, or its authorized representative, reasonable access to the records and rights to perform audits for five (5) years after the District makes final payment and all other pending matters are closed.

16.14 Israel Certification. Pursuant to Texas Government Code Chapter 2271, if this Contract is valued at \$100,000 or more and if the Vendor has at least ten (10) full time employees, then the Vendor represents and warrants to the District that the Vendor does not boycott Israel and will not boycott Israel during the term of this Contract. Vendor means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. Vendor does not include a sole proprietorship.

16.15 Firearms Certification. The Vendor represents, warrants, and covenants to the District that the Vendor: (a) does not have any practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate against a firearm entity or firearm trade association during the term of this Contract. For purposes of this provision, the terms "firearm entity", "firearm trade association" and "discriminate against a firearm entity or a firearm trade association" shall have the same meaning as set forth in Government Code Section 2274.001 et. seq.

16.16 Energy Company Certification. The Vendor represents, warrants, and covenants to the District that the Vendor, within the meaning of Texas Government Code Sections 809.001 and 2276.001 et. seq., it: (a) does not boycott energy companies; and (b) will not boycott energy companies during the term of this Contract.

16.17 Terrorist Organizations Certification. The Vendor represents and warrants to the District that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization, as designated by the United States Secretary of State, under section 2252.153 of the Texas Government Code, or any list prepared and maintained under Sections 806.051 or 807.051 of the Texas Government Code.

16.18 Certain Foreign-Owned Companies Certification. The Vendor represents and warrants to the District that if under this Contract Vendor is granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes, under Section 2275.0102 of the Texas Government Code, that Vendor nor its parent company, or any affiliate of Vendor or its parent company, is (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country.

16.19 Abortion Provider Certification. The Vendor represents and warrants to the District that Vendor is not an abortion provider or an affiliate of an abortion provider as defined under Section 2273.001 under the Texas Government Code and pursuant to Chapter 2273 of the Texas Government Code.

16.20 Website Accessibility Compliance. Vendor warrants to the extent applicable that it will comply and provide access to District's electronic information, including the District's website, for individuals with disabilities in accordance with all applicable laws, including but not limited to the American's with Disabilities Act ("ADA"). The Vendor acknowledges and understands that Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act require that individuals with disabilities seeking information or services from the District must have access to and use of information and data that is comparable to the access and use by any other member of the public who are not individuals with disabilities and this requirement extends to any and all web-based services, applications, or other technology that is acquired, contracted, or otherwise made available by the District to its students, staff, and/or community members. Vendor further warrants that any web-based services, applications, or other technology that is acquired, contracted, or otherwise made available by the District to its students, staff, and/or community members meets or exceeds the Web Content Accessibility Guidelines (WCAG) version 2.2, level AA criteria. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Vendor further agrees to indemnify and hold harmless District from any claims arising out of Vendor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

16.21 No Conflict. Vendor represents and warrants to the District that no individual serving on the District's Board of Trustee's: (a) has a substantial interest in Vendor or in a subcontractor of Vendor; (b) is related in the second degree by consanguinity or affinity, as determined by Chapter 573 of the Texas Government Code to, an individual who has a substantial interest in Vendor or in a subcontractor of Vendor; or (c) has received or been promised a gift or in-kind services of more than \$250 in connection with this Contract or award thereof. For purpose of this paragraph, an individual has a substantial interest in Vendor [or subcontractor of Vendor, as applicable] if: (i) the individual owns more than 10% of the voting interest in Vendor [or subcontractor of Vendor, as applicable], or (ii) the individual has a direct or indirect participating interest by shares, stock, or otherwise, regardless of whether voting rights are included, of more than 10% of the profit, proceeds, or capital gains of Vendor [or subcontractor of Vendor, as applicable].

16.22 No Abuse. Vendor represents, covenants, and warrants to the District that, as a service provider to the District within the meaning of Section 22A.001 of the Texas Education Code, no individual employed by or working for Vendor or any subcontractor of Vendor, who is expected to provide any services under this Agreement at facilities of the District, has ever been involved in any of the matters described in Section 22A.055(a)(1)-(5) of the Texas Education Code except as disclosed to the District prior to execution of this Agreement by a document entitled "Section 22A.055 Disclosure" or in the affidavit described in the next sentence. Vendor has executed and delivered to the District a pre-service affidavit as described in Section 22A.055(a) of the Texas Education Code as well as consents for release of employment records by any individual employed by or working for Vendor who is expected to provide any services under this Contract at facilities of the District.

16.23 Prohibition on Diversity, Equity, and Inclusion. Except as required by state and federal law, Vendor represents, covenants, and warrants to the District that, as a contractor to the District within the meaning of Section 11.005 of the Texas Education Code, Vendor will not engage in diversity, equity, and inclusion duties at, for, or on behalf of the District. Vendor Acknowledges that Vendor has received a physical and electronic copy of the policy and procedure described in Section 11.005(c) of the Texas Education Code. [District Board Policy CJ \(Legal\) and \(Local\)](#).

16.24 E-Signatures. This Contract may be executed in two or more counterparts, each of which are deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Contract transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves

the original graphic and pictorial appearance of the Contract, have the same effect as physical delivery of the paper document bearing the original signature.

16.25 Entire Contract/Modification. **THIS CONTRACT IS THE FINAL, COMPLETE, AND ENTIRE CONTRACT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER AND SUPERSEDES ALL PRIOR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO MATTERS HEREIN. THIS CONTRACT MAY BE MODIFIED OR RESCINDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES TO THE CONTRACT BY AND THROUGH THEIR DULY AUTHORIZED AGENTS. Changes to this Contract may only be made by mutual written agreement of the parties, which must contain the authorized signature of the District's Superintendent or the President of the District's Board of Trustees.** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. In the event of any conflict between this Contract and the General Terms and Conditions of the contract attached to the Solicitation Document, the terms of this Contract shall control.

[Signatures on next page]

EXECUTED as of the ____ day of _____, 2026.

EL PASO INDEPENDENT SCHOOL DISTRICT:

By: _____
Dr. Brian Lusk, Superintendent

APPROVED AS TO FORM:

By: *Stanna G. Collins*
Stanna G. Collins, General Counsel
Signed: Thursday, May 7, 2026

ADDRESS FOR NOTICE:

El Paso Independent School District
Attn: Superintendent
1014 N. Stanton Street
El Paso, Texas 79902

With Copy to:
General Counsel
El Paso Independent School District
1014 N. Stanton Street
El Paso, Texas 79902

VENDOR: 806 TECHNOLOGIES, INC.

By: *Tara Langford*
Tara Langford, Bookkeeper

ADDRESS FOR NOTICE:

806 Technologies Inc.
5760 Legacy Dr., Suite B3-176
Plano, TX 75024

EXHIBIT "A"
Goods to Be Delivered and Pricing

If Delivery By Unit Pricing:

Item Description	Unit	Units Required	Price Per Unit	Total Price
Title 1 Crate: Title 1 Crate - District (Title 1 Crate for Federal Programs Documentation-District Crate)	Per License	1	\$600.00	\$600.00
Title 1 Crate: Title 1 Crate - Campus - Renewal (Crate for Federal Programs Documentation-Campus)	Per License	68	\$600.00	\$40,800.00
Title 1 Crate: Title 1 Crate - Campus (Title 1 Crate for Federal Programs Documentation – 5 Free Campus Crates for the 26-27 SY)	Per License	5	-\$600.00 (Credit)	-\$3,000.00 (Credit)
Plan4Learning: District Plan – Essential - Renewal (Plan4Learning - District Improvement Planning Software)	Per License	1	\$0.00	\$0.00
Plan4Learning: Campus Plan - Essential - Renewal (Plan4Learning - Campus Improvement Planning Software)	Per License	68	\$600.00	\$40,800.00
Plan4Learning - Campus Plan - Renewal (Plan4Learning - Campus Improvement Planning Software - 5 Free for Campus Plans for the 26-27 SY)	Per License	5	-\$600.00 (Credit)	-\$3,000.00 (Credit)
Translations: Translation Services - DIP - Renewal (Translate the District Improvement Plan (DIP) from English to Spanish – up to 10,000 words)	Each	1	\$500.00	\$500.00
Translations: Translation Services - CIP - Renewal (Translate the Campus Improvement Plan (CIP) from English to Spanish - up to 10,000 words)	Each	68	\$500.00	\$34,000.00
			TOTAL:	\$110,700.00

Other Description of Goods To Be Delivered:

Title1Crate and Improvement Planning (Plan4Learning) Platform license access for District and campuses.

Campus Improvement Planning Software licenses, Title1Crate and translation will be for the following **68** campuses.

Campuses include:

Thirty Five (35) elementary campuses include: Aoy, Barron, Bliss, Cielo Vista, Clendenin, Coach Archie Duran, Coldwell, Cooley, Crockett, Douglass, Dr. Green, Guerrero, Hart, Hawkins, Herrera, Hillside, Kohlberg, Lamar, Logan, Lundy, Milam, Mesita, ECDC Moreno, Moye, Nixon, Park, Polk, Powell, Sunrise Mountain, Tippin, Tom Lea, Torres, Western Hills, Whitaker, and Zach White.

Nine (9) middle schools include: Brown, Canyon Hills, Captain Gabriel Navarrete, Charles, Guillen, Hornedo, Magoffin, Richardson, and Wiggs.

Six (6) PK-8 schools include: Bobby Joe Hill, Don Haskins, Dr. Josefina Tinajero, General Douglas MacArthur, Charles Murphree, and Coach Wally Hartley.

Thirteen (13) high schools include: Andress, Austin, Bowie, Burges, Chapin, Coronado, El Paso, Franklin, Irvin, Jefferson, Silva, Transmountain Early College, and Young Women's Academy

Five (5) Specialty Campuses (free of charge): Dr. Green Montessori, Moreno Montessori, Delta Academy, Project About Face, Raymond Telles Academy

EXHIBIT “B”
Scope of Services and Deliverables

Scope of Services:

Place(s) of Provision of Services:

Good and Services will be delivered to campuses Districtwide.

Date(s)/Period of Provision of Services:

October 1, 2026 through September 30, 2027

Description of Services:

Plan4Learning is a web-based planning software that will enable the District and its campuses to develop continuous improvement plans that are in full compliance with state and federal laws, and are also focused on creating improvements in student performance and academic achievement. With Plan4Learning, Vendor will provide District with the following items:

- An integration between Plan4Learning and Title I Crate;
- Up-to-date state planning requirements built in;
- Real-time monitoring of all improvement plans;
- Automated review processes;
- Built-in Needs assessment tools;
- Ability to manage program funding and assign to goals;
- A straightforward implementation and onboarding process;
- A dedicated Success Specialist assigned to the District;
- Free monthly user trainings for all users;
- On-demand, embedded training videos;
- Knowledge based access with helpful articles and best-practice resources; and
- Customer Service available via live chat, phone and email.

Title I Crate for Federal Program documentation is web-based software that will enable District campuses to ensure compliance with federal guidelines by maintaining documentation online. With Title I Crate, Vendor will provide District with the following items:

- Up-to-date federal compliance requirements built in;
- Detailed, District-wide reporting and analytics on the visual dashboard;
- Complementary Elementary and Secondary School Emergency Relief (ESSER) District Create;
- Built-in messaging system;
- A straightforward implementation and onboarding process;
- A dedicated Success Specialist assigned to the District;
- Free monthly user trainings for all users;
- On-demand, embedded training videos;
- Knowledge based access with helpful articles and best-practice resources; and
- Customer Service available via live chat, phone, and email.

Vendor will also provide District with translation services for the District Improvement Plan (DIP) and the Campus Improvement Plans (CIPs) for the required posting.

Deliverables:

Report or Other Deliverable	Expected Delivery Date
District & Campus Title 1 Crate – Title 1 Crate for Federal Programs Documentation-Software Licenses	October 1, 2026
District and campus improvement Planning –Plan4Learning; Software Licenses	October 1, 2026
Translated District Improvement Plan	December 1, 2026
Translated Campus Improvement Plans	December 1, 2026

EXHIBIT "C"
Compensation

Compensation [mark/complete one or more as applicable]:

N/A \$_____ (Lump Sum/Fixed Price)

N/A Payable at completion.

N/A Quarterly Payments of \$_____ beginning _____.

N/A Payable as follows:

\$_____ on _____

\$_____ on _____

\$_____ on _____

N/A \$_____ per _____, (with a not to exceed cap of \$_____)

N/A \$_____ per hour, (with not to exceed cap of \$_____, based on rates below)
payable monthly based upon hours and types of Goods and Services provided and documented in invoice.

X Other [please explain]: District will pay a total of \$76,200.00 within 30 days after receipt of invoice and after satisfactory delivery and/or activation of all Title I Crate and Plan4Learning Software Licenses, including receipt of usernames and passwords.

Additionally, District will pay \$34,500.00 within 30 days after receipt of invoice and after satisfactory delivery of all translated District and Campus Improvement plans.

Expenses: [Description]: N/A

Total Compensation for Goods and Services Permitted under this Contract: \$110,700.00.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE EFFECTIVENESS OF THIS CONTRACT IS CONDITIONED UPON THE COMPENSATION FOR THE INITIAL TERM AND ANY RENEWAL TERM BEING PROPERLY AND FULLY BUDGETED BY THE DISTRICT BOARD OF TRUSTEES IN THE 2026-2027 FISCAL YEAR BUDGET, AND ANY SUBSEQUENT BUDGET THEREAFTER, FOR RENEWAL TERMS, WITH APPROVAL BY THE DISTRICT BOARD OF TRUSTEES AS APPLICABLE. FAILURE OF THIS CONDITION PRECEDENT TO BE MET, THIS CONTRACT IS VOID.

THIS CONTRACT IS ALSO CONTINGENT UPON ITS UNDERLYING PROCUREMENTS (BUYBOARD CONTRACT NO. 759-25 TECHNOLOGY: SOFTWARE AND SERVICES AND ROUND ROCK ISD RFP 24-019 - EDUCATIONAL CONTRACTED SERVICES & MATERIALS) BEING VALID FOR THE CONTRACT TERM AND DISTRICT HAVING THE BENEFIT OF BETTER PRICING AS AVAILABLE DURING THE CONTRACT TERM.

Invoicing Procedures to Prevent Payment Delays:

- Email invoice to Karen Reyes, Secretary to Executive Director for Strategic Planning and Design at kreyes3@episd.org after company's receipt of purchase order.
- Attach invoice to email as a downloadable PDF file.
- Invoice must include all necessary information to include the Goods and Services delivered to District, invoice number, and a reference to the purchase order number.

Email purchase orders to accounting@806technologies.com.

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2026-1427565

Date Filed:
03/02/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

806 Technologies, Inc.
Plano, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

El Paso ISD

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

123614
Plan4Learning, Title1Crate Software and Translation Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	806 Technologies, Inc.	Plano, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Tara Langford, and my date of birth is 07/09.

My address is 5760 Legacy Dr, Ste B3 - 176, Plano, TX, 75024, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of Texas, on the 2nd day of March, 2026.
(month) (year)

Tara Langford
Signature of authorized agent of contracting business entity (Declarant)



Vendor Contract Information Summary

Vendor 806 Technologies, Inc.
Contact Accounts Receivable
Phone 877-331-6160
Phone Extension 3
Email accounting@806technologies.com
Vendor Website www.806technologies.com
TIN 27-1264440
Address Line 1 5760 Legacy Dr, Ste B3-176
Vendor City Plano
Vendor Zip 75024
Vendor State TX
Vendor Country USA
Delivery Days 10
Freight Terms FOB Destination
Payment Terms Net 30 Days
Shipping Terms Freight prepaid by vendor and added to invoice
Ship Via Other
Designated Dealer No
EDGAR Received Yes
Service-disabled Veteran Owned No
Minority Owned No
Women Owned No
National No
No Foreign Terrorist Orgs Yes
No Israel Boycott Yes
MWBE No
ESCs All Texas Regions
States All States
Contract Name Technology: Software and Services
Contract No. 759-25
Effective 02/01/2025
Expiration 01/31/2028
Accepts RFQs Yes



ROUND ROCK ISD
PURCHASING & MATERIALS
MANAGEMENT

RRISD PURCHASING DEPARTMENT
16255 GREAT OAKS DRIVE SUITE 200
ROUND ROCK TEXAS 78681

November 13, 2023

accounting@806technologies.com

Plan4Learning
Tara Langford
5760 Legacy Drive Suite B3-176
Plano, TX 75024

Subject: Notification of Award –Educational Contracted Services & Materials
Reference Proposal: 24-019
Effective Date: November 13, 2023

Dear Ms. Langford:

Round Rock ISD (District) is hereby notifying your company of the award of the solicitation referenced above. The contract from this award will be from the effective date above through June 30, 2028. This letters serves as **acceptance only**; it is not an award for particular service.

Purchase Orders resulting from this award will be issued in accordance with the Terms and Conditions as set forth in the solicitation.

This is a multiple year contract, and your company's performance is critical to the success of this contract for the full term. To ensure the level of performance is satisfactory, the District may utilize periodic reviews related to contractual requirements and professional expectations. The District has the right to terminate the contract for cause. In the event that your company is not meeting the requirements of the contract, the District may choose to counsel your company and its lead personnel. If after counseling the performance has not improved, the District has the right to terminate the contract in whole or in part for cause and the District may utilize all remedies available under law and/or by contract terms, which may include debarment of the Contractor from future awards.

Please contact the Purchasing office at 512-464-6957 if you have any questions concerning this award.

Sincerely,

Denisa Page

Denisa Page
Buyer
Round Rock ISD

cc: Bid File



**Board of Trustees
Executive Summary of Board Agenda Item**

TITLE:

Approval to Exercise Fourth and Final Option to Extend Special Education Related Services, RFP #22-041, to The Stepping Stones Group, LLC (Budgeted General Operating Funds - Not to Exceed \$127,550.00)

JUSTIFICATION STATEMENT:

To provide speech and occupational therapy services to students, as required under their Individualized Education Programs

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBLE: Veronica Reyes, Assistant Superintendent Specialized Learning Services; Al Garcia, Chief Academics Officer; Haydee Pena, Executive Director Procurement & School Resources

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

Strategic Lever I: Whole Child Development - El Paso ISD schools foster learning environments for the whole child to thrive.

SUMMARY:

The Request for Proposal (RFP) is one (1) of seven (7) approved purchasing methods allowed under Texas Education Code, Section 44.031. The Board approved the award of this RFP to The Stepping Stones Group on June 23, 2022. The first option to extend was approved on August 15, 2023. The second option to extend was approved on June 20, 2024, with the option to extend for two additional years. The District now wishes to exercise the fourth and final option to extend.

The services provided through this RFP are used on an as-needed basis when Speech Language Pathology (SLP) and Occupational Therapy (OT) vacancies occur in permanent positions, or when permanent employees request leave under the Family and Medical Leave Act (FMLA). When vacancies or extended absences occur, the District is challenged to support student services outlined in their respective Individualized Education Programs (IEPs). The use of contracted services from an outside agency to fill vacancies or extended absences will support the District in providing compensatory services owed to students.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board approve the exercise of the fourth and final option to extend Special Education Related Services, RFP #22-041, to The Stepping Stones Group, LLC, in an amount not to exceed \$127,550.00, as presented.

FUNDING SOURCE: Budgeted General Operating Funds **ACCOUNT NO.:** 199.11.6299.850.23.308.850

FISCAL IMPACT AND COST:

Not to Exceed \$127,550.00

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

Special education-related services for students may be delayed.

IMPLEMENTATION TIMELINE:

July 1, 2026 – June 30, 2027

COMMENTS RECEIVED, IF ANY:**ATTACHMENTS:**

[Signed Contract.pdf](#)

[Procurement Renewal Letter.pdf](#)

[CIP Form 1295.pdf](#)

VENDOR CONTRACT
(Licensed Professional – Services Only)

THIS VENDOR CONTRACT FOR PROFESSIONAL SERVICES ("this Contract") is between THE STEPPING STONES GROUP LLC (the "Vendor") and the EL PASO INDEPENDENT SCHOOL DISTRICT ("District"). The Effective Date of this Contract is July 1, 2026 regardless of when executed. For and in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Term, Scope and Standard of Care.

1.1 Term. This Contract is entered into for delivery of services on an "as required" basis. The term of this Contract shall be for a period from July 1, 2026 through June 30, 2027 [with 0 year(s) annual renewal(s)], unless earlier terminated in accordance with this Contract. Annual renewals, if any, shall be at the sole discretion of the District.

1.2 Non-Appropriation. In the event that the Contract is awarded for a term greater than one year, it will be subject to approval at the commencement of each of the District's budget years. Vendor agrees the District has the continuing right to terminate this Contract without notice at the end of a District budget period in which funds for this Contract are not appropriated. Vendor shall not be entitled to receive payments or amounts under the Contract in excess of the amounts appropriated for the then-current budget period of District.

1.3 Scope. Vendor agrees to provide to the District, the services described in Exhibit "A", which is attached hereto and incorporated by reference, in such manner as set forth therein; and if and as requested by the District during the Contract term at the location or locations requested (collectively, the "Services"). Except as otherwise described on Exhibit "A," the Services will be those requested by the District through purchase orders to Vendor for particular projects (the "Purchase Orders").

1.4 Standard of Care. The Vendor represents, covenants and warrants that it will provide the Services using the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locale. Services will be provided in a manner consistent with industry standards and will conform to the required scope and specifications set out herein, and shall be delivered in compliance with all applicable laws, rules, and regulations, District policies/procedures, and consistent with industry standards.

2. Cancellation/Termination.

2.1 This Contract may be terminated as follows: (a) by either party in the event of material breach of this Contract by the other party which continues more than thirty (30) days after written notice of default from the non-breaching party to the breaching party; or (b) by the District at its option: (i) if Vendor fails, as determined by the District's representative, to satisfactorily perform the duties set out in this Contract, comply with any covenant herein required or breaches any warranty provided herein; becomes insolvent, files or has filed against it a petition in bankruptcy, proposes or accomplishes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors; (ii) if a receiver, trustee, custodian, or similar agent is appointed or takes possession of any property or business of Vendor; (iii) if, at the expiration of each District budget period occurring during the term of this Contract, funds for this Contract are not appropriated as provided in Section 1.2 above; or (iv) with or without cause upon thirty days prior written notice from the District to Vendor. In the event of early termination of the Contract for any reason, the total compensation which may be claimed by Vendor under this Contract shall be limited [subject to other limitations in this Contract or applicable law] to the payment for the Services timely provided by the date of termination.

2.2 Within forty-five (45) calendar days of the effective date of completion, termination or expiration of this Contract, Vendor shall submit to District its claims, in detail, for the monies owed by District for Services satisfactorily performed under this Contract through the effective date of termination. **Failure by Vendor to submit its claims within forty-five (45) calendar days shall negate any liability**

on the part of District and constitute a waiver by Vendor of any and all right or claims to collect monies that Vendor may rightfully be otherwise entitled to for Services satisfactorily performed under this Contract. Regardless of how this Contract is terminated, Vendor shall effect an orderly transfer to District or to such person(s) or firm(s) as the District may designate, at no additional cost to District. Upon the effective date of expiration or termination of this Contract, Vendor shall cease all operations of Services being performed by Vendor, or any of its subcontractors, pursuant to this Contract. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Vendor, in connection with the Services rendered by Vendor under this Contract, regardless of storage medium, shall be transferred to District. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Vendor's sole cost and expense. Payment of compensation due or to become due to Vendor is conditioned upon delivery of all such documents.

3. **Right to Assurance.** Whenever the District in good faith has reason to question the Vendor's intent to perform, the District it may demand that the Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five business (5) days, the District may treat this failure as an anticipatory repudiation of the Contract.

4. **Remedies.** In the event of default of this Contract by Vendor, the District shall have all of, and may exercise one or more of, the following rights and remedies: (a) the right to recover damages; (b) the right to seek injunctive relief; (c) the right to seek declaratory relief; (d) the right to off-set and/or retain from payments, otherwise due to Vendor, damages, fees, and costs sustained or incurred by the District in connection with such breach; (e) the right to terminate this Contract as provided herein; and (f) any of its rights and remedies in law or equity. In no event shall District's action of terminating this Contract, whether for cause or otherwise, be deemed an election of District's remedies, nor shall such termination limit, in any way, at law or at equity, District's right to seek damages from or otherwise pursue Vendor for any default hereunder or other action.

5. **Force Majeure.** If by reason of Force Majeure (i.e. acts of God, strikes, lockouts, or other industrial disturbances, etc.), either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

6. **Warranties.**

6.1 Express Warranties. Vendor expressly represents, warrants and covenants, that:

(i) Vendor will devote its good faith, best efforts in performing the Services.

(ii) Vendor has and will maintain sufficient financial condition, working capital, experience, expertise, personnel, licenses, certifications, and authority to provide the Services, that it will provide copies of its licenses and certifications to the District upon request, and will comply with the vendor ethics policies of the District.

(iii) The Services to be provided will adequately address the Scope of Services set forth in this Contract and its exhibits, as well as the District's Request for Qualifications, Request for Proposal, Request for Competitive Sealed Proposal, or other solicitation by the District for the Services contracted for herein (the "Solicitation Document").

(iv) The Services shall be delivered in compliance with all applicable laws, rules, regulations, with District policies/procedures, and consistent with industry standards.

6.2 Implied Warranties. No implied warranties for Services provided in connection with this Contract are waived, modified, or excluded by any provision of this Contract, or any terms and conditions

included in any document prepared by the Vendor, and any provision so intended, or interpreted shall be treated as void *ab initio*.

6.3 No Warranties by District. No review, consent, or approval by the District of any documents prepared by Vendor shall constitute a representation or warranty by the District of the legality, suitability, or quality of the same or content thereof.

6.4 Reservation of Rights. The District reserves the right to use its own staff or any other third-party to provide the same or similar services to the Services described herein. The District does not guarantee or promise that it will request by Purchase Orders or otherwise the provision of any or any particular amount of Services from Vendor.

7. **Tax Exemption.** The District is exempt from Federal Excise, State or City Sales Tax under State Law and such obligations are included in the price under this Contract. The District will furnish a tax exemption certificate, if required.

8. **Invoicing and Payment.** Compensation for Vendor is set forth on Exhibit "B," attached hereto and incorporated herein. Except as otherwise provided in Exhibit "B," Vendor shall invoice the District on or before the thirtieth (30th) day of each month, for the Services performed during the preceding month at rates set forth on Exhibit "B." Reimbursable Expenses are considered included in the Vendor's hourly rate or not to exceed pricing for Services, unless specifically excluded in Exhibit "B." If excluded from the hourly rate, Reimbursable Expenses will be itemized separately, and documented by receipts for invoicing purposes. Invoices for Services shall not include Federal Excise, State or City Sales Tax for which an Independent School District is exempt under State law. The District shall furnish a tax exemption certificate, if required. The aggregate compensation from the District to Vendor for the Services shall not exceed the maximum figure stated in the Purchase Order issued under this Contract. Vendor shall not be entitled to receive payments or amounts under the Contract or the associated Purchase Orders, in excess of the amounts appropriated for the then-current budget period of the District. The District shall make payment to the Vendor for amounts determined to be properly due, not later than thirty (30) days after its receipt of the Vendor's invoice or as required by the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code) or its successor. The maximum interest rate on any past due payments by the District to Vendor shall be limited to the rate provided by Section 2251.025 of the Texas Government Code or its successor. The District shall not be required to make any payments to Vendor at any time Vendor is in default under this Contract.

9. **Confidential/Proprietary Information.**

9.1 Vendor understands that, during the term of this Contract, Vendor will have access to certain information belonging to the District and designated as confidential by the District or not generally known by non-District personnel (collectively, the "Confidential Information"). During the term of this Contract and at all times thereafter, Vendor shall not, without the prior written consent of the District, do any of the following, directly or indirectly: (a) use any of the Confidential Information for Vendor's own purposes or for the purposes of any person or entity other than the District; and/or (b) disclose any of the Confidential Information to any third party, except as reasonably and in good faith required in connection with performance of this Contract by Vendor. Vendor further shall take all steps necessary to prevent disclosure of Confidential Information by any other person or entity, during the term of this Contract and at all times thereafter, without the prior written consent of the District. All data, disks, lists, financial records, other records, documents, property, information, specifications, and materials of the District relating to the Services, which are provided to Vendor during the term of this Contract, as well as all copies thereof (collectively, the "Materials"), shall be and remain the sole and exclusive property of the District. None of the Materials shall be retained by Vendor, or shall be transmitted to anyone at any time, either now or in the future, except as reasonably and in good faith required in connection with performance of this Contract by Vendor. Upon termination of this Contract, or upon request by the District, Vendor shall, at its own expense, promptly return the Materials to the District. The Materials are included within the definition of Confidential Information. Vendor further agrees that, if it receives information or records concerning any

student, it shall not disclose the same, except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA.

9.2 **Intellectual Property Rights.** If Vendor, as part of the Scope of Services of this engagement, will be working with the District [all references to Vendor and District in this paragraph shall include their respective agents, employees and representatives] to create and/or develop materials or other work products, including visual, audio, written and graphic material, and all of Vendor’s contributions to the creation or development of the resulting work product, (the “Resulting Work Product”), for which the Vendor will receive any consideration provided in this Contract, the Resulting Work Product, and any state or federal trademark rights, copyrights, patents or other intellectual property rights associated with the Resulting Work Product (collectively, the “Intellectual Property Rights”), will at all times remain the exclusive property of the District. Vendor agrees to assist the District as in any way necessary, including executing any assignments or other documents, required to document the District’s ownership rights in the Resulting Work Product and the associated Intellectual Property Rights, as applicable; including taking any action necessary for the District to secure state or federal registration of its Intellectual Property Rights in the name of the District. No separate or additional consideration, other than the consideration paid under this Contract, will be provided by the District for any provision of any assignments or conveyance of the Resulting Work Product or Intellectual Property Rights associated with the Resulting Work Product. The Vendor shall assure that its authorized subcontractors or agents, not under its control as employees, are aware of this provision and are contractually bound thereby.

10. **Vendor Records and Retention.** The District or its authorized representative shall be afforded unrestricted access to and be permitted to inspect and copy all of the Vendor’s records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Vendor shall preserve all such records for a period of five (5) years after the District makes final payment and all other pending matters are closed, or for such longer period as may be required by law, after final payment under this Contract, including any extension thereof. To the extent that the requirements of 2 CFR § 200.333 apply to the Contract, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award, must be retained for the Vendor for only the period required by 2 CFR § 200.333 and the five (5) year requirement of this provision shall apply to all other documents. If no federal funds are expended by the District for the Contract, the five (5) year retention requirement provided herein will apply.

For a Contract involving or valued at least \$1 million, the following provision shall apply: Vendor shall preserve for the duration of this Contract all “contracting information” within the meaning of Texas Government Code Section 552.003(1-a) et. seq. relating to this Contract (the “Contracting Information”) as provided by the records retention requirements applicable to the District. Vendor shall provide to the District, upon its request, any Contracting Information that is in the custody or possession of Vendor. Upon completion of this Contract, Vendor shall either provide at no cost to the District all Contracting Information in the custody or possession of Vendor or instead preserve all Contracting Information as provided by the records retention requirements applicable to the District. Pursuant to Texas Government Code Section 552.372(b), the following notice is given to Vendor: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that Subchapter.

11. **Insurance.** Vendor shall provide and maintain in effect during the performance of this Contract insurance of the types and with indemnification limits not less than the following amounts (the “Vendor Limits”):

<u>Professional Liability/Errors and Omissions</u>	\$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate
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<u>Automobile Liability</u>	If Vendor operates a motor vehicle on District property, \$100,000.00 Bodily Injury (per person), \$300,000.00 Bodily Injury (per accident), and \$100,000.00 Property Damage (per accident)
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11.1 The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued and rated no less than A-VII in the most current edition of Best’s Rating Manual at all times during the term of this Contract. The Commercial General Liability and Automobile policies issued in the name of Vendor shall also name the District as additional insured. Evidence of additional insured status will be provided to District by providing a copy of the endorsement being used to effect the addition of the District as an additional insured and shall be subject to the District’s reasonable approval. It is the intent of the parties to this Contract that the General Liability and Automobile coverage provided herein shall be primary to and shall seek no contribution from all insurance available to District, with District’s insurance being excess, secondary, and non-contributing. The Commercial General Liability and Automobile coverage shall be endorsed to provide such primary and non-contributing liability.

11.2 Vendor shall have its insurance carrier(s) furnish to District insurance certificates in form satisfactory to District, at a minimum specifying the types and amounts of coverage in effect, and listing all exclusions and limitations added by endorsement to the general liability insurance coverage, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while delivery of products or Services are in progress without thirty (30) calendar days prior written notice to District, and a statement that, except for the Workers’ Compensation Insurance and Professional Liability Insurance, the District is named as additional insured. Vendor shall permit District to examine the insurance policies, or at District’s option, Vendor shall furnish District with copies, certified by the carrier(s), of insurance policies required.

11.3 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by District, Vendor shall notify District of such and shall give such notices not less than thirty (30) days prior to the change, if Vendor knows of said change in advance, or ten (10) days’ notice after the change, if the Vendor did not know of the change in advance. In the event of cancellation or non-renewal, such notice must be accompanied by a replacement Certificate of Insurance.

11.4 If Vendor fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, District may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the applicable Contract. However, procuring of said insurance by District is an alternative to other remedies District may have, and is not the exclusive remedy for failure of Vendor to maintain said insurance or secure such endorsement, in addition to any other remedies District may have upon Vendor’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required. Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor’s or its subcontractors’ performance/delivery of the Services or deliverables covered under this Contract.

12. Indemnification.

12.1 General Indemnification. VENDOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DISTRICT AND ITS TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE “INDEMNIFIED PARTIES”) FROM AND AGAINST, ANY CLAIM, CAUSE OF ACTION, LOSS, LIABILITY OR REASONABLE EXPENSE, (INCLUDING ATTORNEY’S FEES, AND OTHER FEES, COURT COSTS AND OTHER COSTS), INJURIES, DAMAGES, HARM, OR OTHER LOSS, ARISING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART FROM BREACH OF THIS CONTRACT BY VENDOR, NEGLIGENT, INTENTIONAL, OR OTHER ACTIONS OR INACTIONS OF VENDOR, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS, OR

ARISING, IN WHOLE OR IN PART, OUT OF A DEFECTIVE PRODUCT, NEGLIGENT, INTENTIONAL, OR OTHER OPERATIONS OR SERVICES OF VENDOR, ITS OWNERS, DIRECTORS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, AND SUPPLIERS, UNDER THIS CONTRACT. Vendor shall promptly advise the District, in writing, of any claim or demand against the District or Vendor known to Vendor related to or arising out of Vendor's activities/performance under this Contract.

12.2 Intellectual Property Rights Indemnification. Vendor shall INDEMNIFY, DEFEND, AND HOLD HARMLESS the District, its elected officials, employees, officers, and representatives, from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) for infringement of any patent, copyright or similar property right including, but not limited to, misappropriation of trade secrets and any infringement by Vendor and its employees and consultants, in connection with any license provided, any deliverable or any Service furnished hereunder, and used by the District or Vendor within the scope of this Contract (unless said infringement results directly from Vendor's compliance with District's written standards or specifications).

12.3 Defense Counsel. In connection with any indemnification obligation in this Section 12, District, in its sole discretion shall have the right to approve or select defense counsel to be retained by Vendor in fulfilling its indemnity obligation hereunder, unless such right is expressly waived by District in writing. District reserves the right to provide a portion, or all of its own defense, at its own expense; however, District is under no obligation to do so. Any such action by District is not to be construed a waiver of Vendor's obligation to defend District or a waiver of Vendor's obligation to indemnify District pursuant to this Section. Vendor shall retain District approved defense counsel within seven (7) business days of District's written notice that District is invoking its right to indemnification under this Contract. If Vendor fails to retain counsel within such time period, District shall have the right to retain defense counsel on its own behalf, and Vendor shall be responsible for all costs incurred by District until such time as the Vendor provides a defense.

12.4 Indemnity Survival. The provisions of this Section 12 are solely for the benefit of the parties hereto, and not intended to create or grant any rights, contractual or otherwise, to any other person or entity and the obligations herein shall survive the termination or expiration of this Contract.

13. Work On School District Campuses.

13.1 Notice Before Entry During School Hours and Decorum on District Campuses. Vendor acknowledges that work may be performed in connection with an educational facility that is currently occupied and in use. It is imperative that Vendor's deliveries and/or performance of Services not interfere with, interrupt, disturb, or disrupt District's normal operations or facilities. During school hours, when entry is not made on an emergency basis, Vendor shall notify the District in advance and arrange an escort for Vendor's representative.

13.2 Compliance with Campus Rules. Vendor agrees to and shall comply with all rules, regulations and requirements of the District and the school campus on which work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of District. Vendor recognizes that the ongoing school activities in proximity with its onsite activities shall result in the need for prompt and effective coordination of its Services with those involved in the ongoing use of the premises. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Vendor shall be responsible for the actions of its employees and its vendors. The Vendor recognizes that the site is a public-school campus, and will prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the site and shall require adequate dress of the Vendor's forces consistent with the nature of the work being performed.

14. Criminal Background Checks. Vendor shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, District

Board Policy CH (Legal) and (Local), and other policies and administrative requirements relating to or arising from such statute and rule(s); shall ensure that no covered employee of Vendor or of any subcontractor [if authorized] with a disqualifying criminal history performs Services under the award at or for the District; and shall timely provide written certifications thereunder in such form and substance as requested by the District. Vendor understands that any failure to comply with the requirements of this section may be grounds for termination of its Contract with the District.

15. Contractual Relationship. This Contract does not constitute a joint venture or partnership of any kind between the parties hereto. In addition, the parties expressly understand and agree that the provision of the Services are and shall be considered independent contractor work performed by Vendor, using Vendor's own talents, contacts, tools, vehicles, and equipment, and that nothing in this Contract in any way creates an express or implied contract of employment between the District and Vendor. Vendor is not and shall not be an employee of the District for any purpose. Vendor is exclusively responsible for all administrative matters relating to its status hereunder or the Services, including without limitation, travel, lodging, and other expenses, any withholding and payment of all federal, state and local income taxes, FICA, FUTA, or other employment-related taxes, workers' compensation insurance, fringe benefit programs, or other benefits of any kind. Vendor represents that it is an independent contractor providing services for hire similar to the Services to the general public, that it has full authority and capacity to enter into this Contract and perform the Services, and that execution or performance of this Contract by Vendor shall not violate any other agreement or covenant or any law.

16. Federal Edgar Provisions. Vendor acknowledges in the event federal funds are utilized to fund the Services delivered under the Contract, Vendor will abide by all applicable federal laws, rules, and regulations, executive orders, and policies, procedures and directives applicable to the Contract, including but not limited to the following:

16.1 Contractual Remedies. Vendor agrees that it will comply with all administrative, contractual, legal remedies sanctions and penalties for violation or breach which are included in this Contract.

16.2 Wage and Hour Requirements. To the extent that this Contract is for an amount greater than \$100,000 involves the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), which requires Vendor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. This provision will not apply to the District's purchases from Vendor of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

16.3 Clean Air Act and EPA. If this Contract is for an amount which exceeds the Simplified Acquisition Threshold currently set at \$150,000, Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 -7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387) and agrees to promptly notify the District of any violation. The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds.

16.4 Debarment and Suspension. Vendor has certified that neither the Vendor nor its principals were listed on the government-wide exclusions in the System for Award Management ("SAM"), that neither the Vendor nor its principals are debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549 at the time this Contract was executed. Vendor further agrees on behalf of itself and its principals, to immediately provide written notification to the District if, at any time following execution of this Contract, Vendor or one of its principals learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, or if Vendor or one of its principals is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory

or regulatory authority other than Executive Order 12549. Failure to notify the District of erroneous information within five (5) business days of change in circumstances shall be grounds for immediate termination, but termination of Vendor shall not be an election of remedy by the District. The certifications in this paragraph are material representations of fact upon which the Owner/District will place its reliance. The Vendor acknowledges that if it is later determined that Contractor did not comply with 2 CFR pt. 108, Subpart C and CFR Part 3000, subpart C and, knowingly rendered an erroneous certification, in addition to the remedies available to the Owner/District, the Federal Government may pursue available remedies including, but not limited to, suspension and debarment. The Vendor will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C during period of this Contract and shall include a provision requiring compliance with these regulations in any contract with any lower tier covered transaction under this Contract.

16.5 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352. Vendor confirms its certification to the District that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) Vendor further certifies that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Vendor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., providing administrative remedies for false statements, apply to this certification and disclosure, and that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Finally, Vendor agrees that it will require that the language of this certification be included in the award documents for all lower-tier contractors it hires, and that it will ensure that all subcontractors make the same certification in connection with work done under the Contract.

16.6 Compliance with Mandatory Provisions of State Energy Conservation Plan. Vendor shall comply with the all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201), if any.

16.7 Compliance with Solid Waste Disposal Act. If the District purchased the same item or items from the Vendor under this Contract, which were purchased by the District during the preceding fiscal year, and the prior purchase exceeded \$10,000, Vendor agrees that it will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable, and that it will provide information and certifications required by the District confirming estimates and otherwise evidencing such compliance.

16.8 Equal Employment Opportunity Clause. Vendor represents, warrants and certifies that, during the performance of the Contract:

(i) it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination;

(ii) it will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;

(iii) it will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Vendor's legal duty to furnish information;

(iv) it will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

(v) it will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor;

(vi) it will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders;

(vii) in the event of Vendor's non-compliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law; and,

(viii) it will include the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Vendor may request the United States to enter into such litigation to protect its interests.

16.9 Termination for Convenience. Notwithstanding any provision to the contrary contained in this Contract if federal funds are used to fund the purchase represented by this Contract, the District, reserves

the right to terminate this Contract for convenience. In such event, the District agrees, that it will be responsible, all legitimate charges with respect to periods prior to the termination.

17. **Miscellaneous.**

17.1 Assignment/Delegation. Without the prior written consent of the other party, no party shall have right or power to assign this Contract in whole or in part, or to delegate or sub-contract any duties hereunder in whole or part. Any attempted assignment or delegation by Vendor shall be wholly void and ineffective for all purposes unless made in the conformity with this paragraph.

17.2 Governing Law and Venue. **THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND IS PERFORMABLE IN EL PASO COUNTY, TEXAS.**

17.3 No Waiver of Immunity. The District reserves, and does not waive, its rights of sovereign/governmental immunity and similar rights, immunities and rights of its officials and employees, under the Texas Tort Claims Act. Nothing herein shall be a consent to suit.

17.4 No Third-Party Beneficiaries. This Contract, and every provision thereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No term or provision of this Contract shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Contract.

17.5 Context. Wherever the context shall require, the singular shall include the plural, and the male gender shall include the female gender and the neuter, and vice versa.

17.6 Attorney's Fees. In the event that either party brings an action to enforce or interpret any provision of this Contract, the prevailing party, will be entitled to recover its costs and expenses including, without limitation, reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it shall be entitled to receive, as determined by the trier of fact in such dispute.

17.7 Waiver. No waiver, change, modification or discharge by either party hereto of any provision of this Contract shall be deemed to have been made or shall be effective, unless expressed in writing and signed by the party to be charged. A waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this Contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

17.8 Severability. Any provision, or part thereof, of this Contract held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Contract and the effect thereof shall be confined to the provision, or part thereof, so held to be invalid or unenforceable.

17.9 Time of Essence. Time is of the essence with respect to Vendor's obligations hereunder.

17.10 Public Records. Records relating to this Contract may be subject to disclosure pursuant to the Texas Public Information Act f/k/a Open Records Act, Section 552.001 et. seq. of the Texas Government Code. To the extent any of the Services under this Contract involve the exchange or creation of Public Information as defined by such Act, the Vendor shall make any such information, not otherwise exempted from disclosure under such Act, available in writing and electronically in Microsoft Word, Microsoft Excel and or Adobe Acrobat.

17.11 Notices. All notices to a party under this Contract shall be provided by Certified Mail, Return Receipt Requested, to the address set forth for the respective party beneath its signature block in this Contract, or such other address as later provided by a party through written notice to the other party.

17.12 Advertising. Vendor shall not advertise or publish, without the District's prior consent, the fact that the parties have entered into this Contract, except to the extent necessary to comply with proper requests for information from a representative of the federal, state, or local government.

17.13 Right to Audit and Records Access. The District, or its authorized representative (including Texas Education Agency and the Comptroller General), shall be given reasonable access to records and rights to perform audits by the District's own personnel and/or an outside firm of consultants/auditors, in order to investigate any District claims, the Services, and evaluate the performance of the Vendor. The Vendor agrees to provide full cooperation during this process. Performance of these functions shall be conducted with proper notification per customary industry standards. Vendor agrees to maintain all required records and give the District, or its authorized representative, reasonable access to the records and rights to perform audits for five (5) years after the District makes final payment and all other pending matters are closed.

17.14 Israel Certification. Pursuant to Texas Government Code Chapter 2271, if this Contract is valued at \$100,000 or more and if the Vendor has at least ten (10) full time employees, then the Vendor represents and warrants to the District that the Vendor does not boycott Israel and will not boycott Israel during the term of this Contract. Vendor means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. Vendor does not include a sole proprietorship.

17.15 Firearms Certification. The Vendor represents, warrants, and covenants to the District that the Vendor: (a) does not have any practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate against a firearm entity or firearm trade association during the term of this Contract. For purposes of this provision, the terms "firearm entity", "firearm trade association" and "discriminate against a firearm entity or a firearm trade association" shall have the same meaning as set forth in Government Code Section 2274.001 et. seq.

17.16 Energy Company Certification. The Vendor represents, warrants, and covenants to the District that the Vendor, within the meaning of Texas Government Code Sections 809.001 and 2276.001 et. seq., it: (a) does not boycott energy companies; and (b) will not boycott energy companies during the term of this Contract.

17.17 Terrorist Organizations Certification. The Vendor represents and warrants to the District that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization, as designated by the United States Secretary of State, under section 2252.153 of the Texas Government Code, or any list prepared and maintained under Sections 806.051 or 807.051 of the Texas Government Code.

17.18 Certain Foreign-Owned Companies Certification. The Vendor represents and warrants to the District that if under this Contract Vendor is granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes, under Section 2275.0102 of the Texas Government Code, that Vendor nor its parent company, or any affiliate of Vendor or its parent company, is (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country.

17.19 Abortion Provider Certification. The Vendor represents and warrants to the District that Vendor is not an abortion provider or an affiliate of an abortion provider as defined under Section 2273.001 under the Texas Government Code and pursuant to Chapter 2273 of the Texas Government Code.

17.20 No Conflict. Vendor represents and warrants to the District that no individual serving on the District's Board of Trustee's: (a) has a substantial interest in Vendor or in a subcontractor of Vendor; (b) is related in the second degree by consanguinity or affinity, as determined by Chapter 573 of the Texas Government Code to, an individual who has a substantial interest in Vendor or in a subcontractor of Vendor; or (c) has received or been promised a gift or in-kind services of more than \$250 in connection with this Contract or award thereof. For purpose of this paragraph, an individual has a substantial interest in Vendor [or subcontractor of Vendor, as applicable] if: (i) the individual owns more than 10% of the voting interest in Vendor [or subcontractor of Vendor, as applicable], or (ii) the individual has a direct or indirect participating interest by shares, stock, or otherwise, regardless of whether voting rights are included, of more than 10% of the profit, proceeds, or capital gains of Vendor [or subcontractor of Vendor, as applicable].

17.21 Non-Abuse. Vendor represents, covenants, and warrants to the District that, as a service provider to the District within the meaning of Section 22A.001 of the Texas Education Code, no individual employed by or working for Vendor or any subcontractor of Vendor, who is expected to provide any services under this Agreement at facilities of the District, has ever been involved in any of the matters described in Section 22A.055(a)(1)-(5) of the Texas Education Code except as disclosed to the District prior to execution of this Agreement by a document entitled "Section 22A.055 Disclosure" or in the affidavit described in the next sentence. Vendor has executed and delivered to the District a pre-service affidavit as described in Section 22A.055(a) of the Texas Education Code as well as consents for release of employment records by any individual employed by or working for Vendor who is expected to provide any services under this Contract at facilities of the District.

17.22 Prohibition on Diversity, Equity, and Inclusion. Except as required by state and federal law, Vendor represents, covenants, and warrants to the District that, as a contractor to the District within the meaning of Section 11.005 of the Texas Education Code, Vendor will not engage in diversity, equity, and inclusion duties at, for, or on behalf of the District. Vendor Acknowledges that Vendor has received a physical and electronic copy of the policy and procedure described in Section 11.005(c) of the Texas Education Code. [District Board Policy CJ \(Legal\) and \(Local\)](#).

17.23 E-Signatures. This Contract may be executed in two or more counterparts, each of which are deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Contract transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Contract, have the same effect as physical delivery of the paper document bearing the original signature.


17.24 Entire Contract/Modification. **THIS CONTRACT IS THE FINAL, COMPLETE, AND ENTIRE CONTRACT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER AND SUPERSEDES ALL PRIOR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO MATTERS HEREIN. THIS CONTRACT MAY BE MODIFIED OR RESCINDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES TO THE CONTRACT BY AND THROUGH THEIR DULY AUTHORIZED AGENTS. Changes to this Contract may only be made by mutual written Contract of the Parties, which must contain the authorized signature of the District's Superintendent or the President of the District's Board of Trustees.** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. In the event of any conflict between this Contract and the General Terms and Conditions of the contract attached to the Solicitation Document, the terms of this Contract shall control.

EXECUTED as of the ____ day of _____, 2026.

EL PASO INDEPENDENT SCHOOL
DISTRICT:

By: _____
Dr. Brian Lusk, Superintendent

APPROVED AS TO FORM:

By: 

Signed: Thursday, April 16, 2026
Jeanne C. Combs, General Counsel

ADDRESS FOR NOTICE:

El Paso Independent School District
Attn: Superintendent
1014 N. Stanton Street
El Paso, Texas 79902

With Copy to:
General Counsel
El Paso Independent School District
1014 N. Stanton Street
El Paso, Texas 79902

VENDOR:
THE STEPPING STONES GROUP LLC

By: 

Julie Williams
Director of Client Services

ADDRESS FOR NOTICE:
2300 Windy Ridge Parkway
Ste 825S
Atlanta, GA 30339

EXHIBIT “A”
Scope of Services and Deliverables

Legal Name of Vendor: The Stepping Stones Group LLC

Social Security Number or Tax ID Number of Vendor: 26-0852181

Vendor's Contact Address and Telephone Number:

The Stepping Stones Group LLC
2300 Windy Ridge Parkway, STE 825S
Atlanta, GA 30339
(678) 756-7639

Services to be provided [mark as applicable]:

- Therapy (i.e. OT/PT/ST)
 Evaluation/Report
 Interpreting
 Participation at ARD
 Other [please explain]: Speech therapy and occupational therapy as requested by the District to include therapy, evaluations, and ARD meetings for the contract term.

SERVICE	HOURLY RATE
CCC-SPEECH LANGUAGE PATHOLOGIST & CF-SPEECH LANGUAGE PATHOLOGIST WITH SSG SUPERVISION	\$85.00 PER HOUR
BILINGUAL CCC-SPEECH LANGUAGE PATHOLOGIST & CF-SPEECH LANGUAGE PATHOLOGIST WITH SSG SUPERVISION	\$90.00 PER HOUR
CF-SPEECH LANGUAGE PATHOLOGIST WITH EPISD SUPERVISION	\$83.00 PER HOUR
BILINGUAL CF-SPEECH LANGUAGE PATHOLOGIST WITH EPISD SUPERVISION	\$88.00 PER HOUR
PHYSICAL THERAPIST	\$80.00 PER HOUR
PHYSICAL THERAPY ASSISTANT	\$72.00 PER HOUR
OCCUPATIONAL THERAPIST	\$75.00 PER HOUR
OCCUPATIONAL THERAPY ASSISTANT	\$67.00 PER HOUR

The hourly rate(s) listed above are inclusive of direct Services and indirect Services such as planning, scheduling, documentation, IEP meetings, evaluations, required staff meetings, parent consults, and intra-district travel time between school locations for both on site and virtual/teletherapy services. Rates remain the same for both on-site and teletherapy services.

The following services will be provided at **no cost** to the District:

- Dedicated Triad team that works together to deliver the highest level of service and support to the District and the students served;
- ASHA, AOTA, and NASP approved courses for District clinicians and staff three times per year through Vendor’s proprietary LMS (Learning Management System), Bridge Academy;
- Ongoing clinical management and support to each Vendor clinician assigned to the District.
- Training and development provided by experienced school-based clinicians;
- Access to Vendors *Pathways to Success Program* for every Vendor clinician including:
 - o Bloom Clinical Fellow Program
 - o Foundations Mentoring Program
 - o Bridge Academy Continuing Education and Training Program.

Location for Services provided: Various District campuses, as needed.

Max. length of time for Contract, (i.e. 2024-2025 School Year): 2026-2027 School Year.

Projected Number of Participants (if applicable): Not applicable.

The Services are further described on the following page(s), if any, attached hereto and incorporated herein.

Deliverables:

Report or Other Deliverable	Expected Delivery Date
Not Applicable	N/A

EXHIBIT "B"
Compensation and Pricing

Compensation [mark/complete one or more as applicable]:

N/A \$ _____ (Lump Sum/Fixed Price)

N/A Payable at completion.

N/A Quarterly Payments of \$ _____ beginning _____.

N/A Payable as follows:

\$ _____ on _____

\$ _____ on _____

\$ _____ on _____

N/A \$ _____ per _____, (with a not to exceed cap of \$ _____)

N/A \$ _____ per hour, (with not to exceed cap of \$ _____, based on rates below) payable monthly based upon hours and types of Services provided and documented in invoice.

X Other [please explain]: Services rendered will be invoiced on a monthly basis. The invoice will be paid within 30 days of receipt.

Expenses: [Description] All expenses included in the hourly rate.

Total compensation permitted under this Contract: Not to exceed \$127,550.00.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE EFFECTIVENESS OF THIS CONTRACT IS CONDITIONED UPON THE COMPENSATION FOR THE INITIAL TERM AND ANY RENEWAL TERM BEING PROPERLY AND FULLY BUDGETED BY THE DISTRICT BOARD OF TRUSTEES IN THE 2026-2027 FISCAL YEAR BUDGET, AND ANY SUBSEQUENT BUDGET THEREAFTER, FOR RENEWAL TERMS, WITH APPROVAL BY THE DISTRICT BOARD OF TRUSTEES AS APPLICABLE. FAILURE OF THIS CONDITION PRECEDENT TO BE MET, THIS CONTRACT IS VOID.

THIS CONTRACT IS ALSO CONTINGENT UPON ITS UNDERLYING PROCUREMENT RFP #22-041 BEING VALID FOR THE CONTRACT TERM AND DISTRICT HAVING THE BENEFIT OF BETTER PRICING AS AVAILABLE DURING THE CONTRACT TERM.



**PROCUREMENT &
SCHOOL RESOURCES**

EL PASO ISD
it starts **with us**

February 19, 2026

The Stepping Stones Group, LLC
Attn: Julie Williams
2300 Windy Ridge Parkway Ste 825S
Atlanta, GA 30339

Sent via email to (bids@thestepingstonesgroup.com)

RE: Extension of RFP #22-041, Special Education Related Services - Option 4 of 4

Dear Ms. Williams,

The El Paso Independent School District may utilize the services and/or goods listed in the previously awarded RFP #22-041 for an additional 12 months, option 4 of 4. To proceed with either an extension or termination of this award, please complete the form below at your earliest convenience. If there are any adjustments to the pricing or materials, please provide a modified pricing schedule with a rationale for the increase.

If you agree to extend the award for the services and/or goods listed in your RFP #22-041, the same terms and conditions will be in effect from July 1, 2026 through June 30, 2027. Any modification to the terms, conditions, and/or pricing may require approval from the Board of Trustees.

Also, if you have a separate written contract with the district for the awarded services and/or goods, the terms of that contract will govern any extensions thereof.

To allow sufficient time to process this extension, please provide your response and any applicable backup information by 2:00 PM (MT) on February 27, 2026. You may email your response to my attention at iparsons@epsid.org.

If you have any questions or require additional information, please contact the Procurement & School Resources Department at (915) 230-3100.

Respectfully,

Haydee Peña (Feb 19, 2026 16:37:16 MST)

Ms. Haydee Peña
Executive Director, Procurement & School Resources

CC: Bid File
Legal Office

Adrian Ibarra

I, <u>John Gumpert</u>	, a duly-authorized representative of	<u>The Stepping Stones Group</u>
<small>Representative Name</small>		<small>Company Name</small>
<p>Wish to:</p> <p><input checked="" type="checkbox"/> extend the current award with the same terms, conditions, and pricing.</p> <p><input type="checkbox"/> extend the current award with revisions (backup information is attached).</p> <p><input type="checkbox"/> terminate the award and be removed as an awarded vendor for these goods/services.</p>		
<u>John Gumpert</u>	Director of Contracts & Proposals	<u>2/20/26</u>
<small>Representative Signature</small>	<small>Representative Title</small>	<small>Date</small>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2026-1418287

Date Filed:
 02/09/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 The Stepping Stones Group
 Chicago, IL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 El Paso Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 RFP 22-041 Special Education R
 Special Education Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Green Celtics Parent, Inc.	Boston, MA United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is John Gumpert, and my date of birth is 08/29/80.

My address is 225 West Washington Street, Suite 1140 Chicago, IL, 60606, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cook County, State of IL, on the 9th day of February, 2026.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)



Board of Trustees
Executive Summary of Board Agenda Item

TITLE:

Approval of Expenditures to Purchase Advanced Placement Suite of Assessments for Fiscal Year 2026-2027 from The College Board, Utilizing Central Texas Purchasing Alliance-Killeen ISD Contract #24-29-03-041RFP, Academic Curriculum, Assessment, and Testing Materials & Service and Instructional Supplies (Budgeted General Operating Funds - Not to Exceed \$684,898.00)

JUSTIFICATION STATEMENT:

To improve student success with college readiness

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBLE: Jason Long, Senior Director Advanced Academics and Guidance; Al Garcia, Chief Academic Officer; Haydee Pena, Senior Director Procurement and School Resources

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

Strategic Lever II: Academic Excellence - El Paso ISD empowers all learners to excel in current and future pursuits.

SUMMARY:

The Interlocal Cooperative Agreement is one (1) of seven (7) approved purchasing methods allowed under the Texas Education Code, Section 44.031. Board Policy CH (Local) states, "The Board delegates to the Superintendent the authority to make single, budgeted purchases of goods and services that cost up to \$100,000.00"

The Advanced Academics Department is seeking to procure Advanced Placement (AP) tests in an integrated system made up of the following tests: Biology, Calculus AB, Calculus BC, Computer Science Principals, Computer Science A, Chemistry, Drawing, English Language and Composition, English Literature and Composition, Environmental Science, French Language and Culture, Human Geography, Japanese Language and Culture, Macroeconomics, Music Theory, Physics 1, Physics 2, Physics C-Mechanics, Psychology, Research, Seminar, Spanish Language and Culture, Spanish Literature and Culture, Statistics, United States Government and Politics, United States History, World History-Modern, and 2-D Art. AP exams are standardized exams designed to measure how well students have mastered the content and skills of a specific AP course.

The benefits of taking Advanced Placement (AP) exams are that most colleges grant credit for qualifying AP scores. Advanced Placement exams are typically administered at the end of April through mid-May. The fees are set by The College Board and are approximately \$100.00 per exam. The number of students who will be taking the exam is unknown at this time. The expenditures are estimated based on the number of exams taken by District students in prior years.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board approve the expenditures to purchase Advanced Placement Suite of Assessments for Fiscal Year 2026-2027 from The College Board, Utilizing Central Texas Purchasing Alliance-Killeen ISD Contract #24-29-03-041RFP, Academic Curriculum, Assessment, and Testing Materials & Service and Instructional Supplies, in an amount not to exceed \$684,898.00, subject in part to approval of the 2026-2027 preliminary budget.

FUNDING SOURCE: Budgeted General Operating Funds **ACCOUNT NO.:** 199.31.6339.826.38.100.826

FISCAL IMPACT AND COST:

Not to Exceed \$684,898.00

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

EPISD students would not have the opportunity to take AP Advanced Placement assessments and meet CCMR Board goals in AP/IB.

IMPLEMENTATION TIMELINE:

July 1, 2026 - June 30, 2027

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

[College Board Quote.pdf](#)

[CIP Form 1295.pdf](#)

[College Board_Coop Information.pdf](#)



QUOTE

College Board
225 Liberty Street
New York, NY 10281

Quote Date:
2/26/2026

Bill To:
El Paso Independent School District
1014 N. Stanton St.
El Paso, TX 79902

2026 Advanced Placement® (AP®) Exam Administration:
5/4/2026 through 5/22/2026

Participating Schools and Estimated AP Exam Fees:

AI Code	School Name	District ID	District Name	State	2026 Quote Amount
442205	Burges High School	104067	El Paso Independent School District	Texas	\$46,200
442215	Franklin High School	104067	El Paso Independent School District	Texas	\$128,830
442220	El Paso High School	104067	El Paso Independent School District	Texas	\$121,136
442223	Irvin High School	104067	El Paso Independent School District	Texas	\$9,290
442225	Jefferson High School	104067	El Paso Independent School District	Texas	\$8,066
442243	Silva Health Magnet High School	104067	El Paso Independent School District	Texas	\$16,482
442250	Austin High School	104067	El Paso Independent School District	Texas	\$9,082
442198	Andress High School	104067	El Paso Independent School District	Texas	\$22,372
442200	Bowie High School	104067	El Paso Independent School District	Texas	\$8,924
442208	Chapin High School	104067	El Paso Independent School District	Texas	\$57,908
442212	Coronado High School	104067	El Paso Independent School District	Texas	\$190,310

442262	College Career Technology Academy	104067	El Paso Independent School District	Texas	\$156
449944	Dr Josefina Villamil Tinajero PK 8	104067	El Paso Independent School District	Texas	\$468
449089	Guillen Middle School	104067	El Paso Independent School District	Texas	\$442
449868	Brown Middle School	104067	El Paso Independent School District	Texas	\$2,066
449872	Don Haskins PK8 School	104067	El Paso Independent School District	Texas	\$6,600
449509	Wiggs Middle School	104067	El Paso Independent School District	Texas	\$16,440
440944	Transmountain Early College High School	104067	El Paso Independent School District	Texas	\$19,050
440668	Young Womens STEAM Research and Preparatory Academy	104067	El Paso Independent School District	Texas	\$21,076
			TOTAL QUOTE AMOUNT:		\$684,898

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2026-1436656

Date Filed:
03/23/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
College Board
New York, NY United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
El Paso ISD

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Killeen ISD Contract #24-29-03-041RFP, Academic Curriculum, Assessment, and Testing Materials & Service and Instructional Supplies

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Jill Schott, and my date of birth is 08/17/1978.

My address is 225 Liberty Street, 28th Floor, New York, NY, 10281, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 23 day of March, 2026.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



Supplier Award

24-29-03-041

**Academic Curriculum, Assessment , and
Testing Materials & Service and Instructional
Supplies**

Award Date: 4/22/24

The College Board

Contact Information

Contact: Grendalys Carrasquillo De Jesus

Address: Purchasing

2301 Atkinson Ave,

Portable #2

Killeen, TX 76543

Phone: 1 (254) 336-0093

Email: grendalys.carrasquillodejesus@killeenisd.org

The College Board

College Entrance Examination Board

Contact: Jannie Eggleston

Address: 250 Vesey St.

New York, NY 10281

Phone: (512) 721-1836

Toll Free: (866) 630-9305

Email: jeggleston@collegeboard.org

Supplier Note

The included prices for College Board tests, services and deliverables are based on the proposed prices for the 2023-24 school years. Any references to prices for subsequent years are solely for projection purposes and may be subject to change based on the College Board's then-current costs, policies and procedures. TSI is offered through agreements with the Texas Higher Education Coordinating Board (THECB) and the Texas Education Agency (TEA), and pricing is subject to the terms of those agreements. Should there be changes to either agreement, the participating institutions included under the agreement will be subject to those changes. Any contractual relationship between the College Board and the district is subject to the College Board's standard terms and conditions with respect to data, licensing, and intellectual property. The College Board is the exclusive owner of all rights in and to the examinations (including the questions), instructional material, online tools, publications, workshops and workshop materials including all copyrights, trademarks, and other similar proprietary rights. The College Board utilizes certain existing vendors – ETS, Pearson, and Alorica - in connection with our assessments. These businesses perform certain work associated with implementing the assessments based upon specialized expertise and experience in carrying out the required services. The College Board has long-term agreements with these businesses to provide assessment-related operational and other services across all national assessments. If the College Board is selected to furnish goods and services for this RFP then the aforementioned College Board's programs, services, exams and data shall be provided in accordance with the College Board's current standard terms, conditions, policies and procedures, including without limitation, provisions on the licensing of College Board intellectual property and data. ©2024 The College Board. College Board, ACCUPLACER®, Advanced Placement®, Advanced Placement Program, AP®, AP Potential™, Pre-AP®, CLEP®, PSAT™ 10, PSAT™ 8/9, SAT®, SpringBoard®, and WritePlacer™ are trademarks of the College Board. PSAT/NMSQT® is a registered trademark of the College Board and National Merit Scholarship Corporation. Visit the College Board on the web: www.collegeboard.org



24-29-03-041
The College Board
College Entrance Examination Board
Supplier Response

Event Information

Number: 24-29-03-041
Title: Academic Curriculum, Assessment , and Testing Materials & Service and Instructional Supplies
Type: Request for Proposal (Sealed)
Issue Date: 3/10/2024
Deadline: 4/4/2024 02:00 PM (CT)
Notes: Killeen ISD is accepting proposals from qualified vendors capable of providing Academic Curriculum, Assessment, and Testing Materials & Services and Instructional Supplies on an as-needed basis. This is a multiple award contract, which enables the district to request quotes on an “as needed” basis from awarded vendors, allowing end users to choose different vendors best meeting requirements based on price, availability, convenience, reliability, responsiveness and track record. District employees will reach out for an official quote at the time of need.

This contract will be effective on or around April 29, 2024 through April 28, 2025 and may be renewed for four (4) additional years in one (1) year increments, providing that both parties are in agreement.

The District, through its duly authorized constituted officials, reserves the right to accept any offer in its entirety or in part, any offer deemed most advantageous to the Killeen Independent School District and to waive any formalities in bidding.

Contact between vendors and District personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact District personnel may result in disqualification. All communication shall go through the Purchasing Office during this process. All questions received and the corresponding answers will be distributed to all bidders via the electronic bid system. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Event Details and the District will not respond to questions after this time and date. The vendors will be responsible for checking the website for any posted Q&A.

Contact Information

Contact: Grendalys Carrasquillo De Jesus

Address: Purchasing
2301 Atkinson Ave,
Portable #2
Killeen, TX 76543

Phone: 1 (254) 336-0093

Email: grendalys.carrasquillodejesus@killeenisd.org

The College Board Information

Contact: Jannie Eggleston
Address: 250 Vesey St.
New York, NY 10281
Phone: (512) 721-1836
Toll Free: (866) 630-9305
Email: jeggleston@collegeboard.org
Web Address: www.collegeboard.org

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Jill Schott

Signature

Submitted at 3/27/2024 07:46:35 AM (CT)

RFPTeam@collegeboard.org

Email

Supplier Note

The included prices for College Board tests, services and deliverables are based on the proposed prices for the 2023-24 school years. Any references to prices for subsequent years are solely for projection purposes and may be subject to change based on the College Board's then-current costs, policies and procedures. TSI is offered through agreements with the Texas Higher Education Coordinating Board (THECB) and the Texas Education Agency (TEA), and pricing is subject to the terms of those agreements. Should there be changes to either agreement, the participating institutions included under the agreement will be subject to those changes. Any contractual relationship between the College Board and the district is subject to the College Board's standard terms and conditions with respect to data, licensing, and intellectual property. The College Board is the exclusive owner of all rights in and to the examinations (including the questions), instructional material, online tools, publications, workshops and workshop materials including all copyrights, trademarks, and other similar proprietary rights. The College Board utilizes certain existing vendors – ETS, Pearson, and Alorica - in connection with our assessments. These businesses perform certain work associated with implementing the assessments based upon specialized expertise and experience in carrying out the required services. The College Board has long-term agreements with these businesses to provide assessment-related operational and other services across all national assessments. If the College Board is selected to furnish goods and services for this RFP then the aforementioned College Board's programs, services, exams and data shall be provided in accordance with the College Board's current standard terms, conditions, policies and procedures, including without limitation, provisions on the licensing of College Board intellectual property and data. ©2024 The College Board. College Board, ACCUPLACER®, Advanced Placement®, Advanced Placement Program, AP®, AP Potential™, Pre-AP®, CLEP®, PSAT™ 10, PSAT™ 8/9, SAT®, SpringBoard®, and WritePlacer™ are trademarks of the College Board. PSAT/NMSQT® is a registered trademark of the College Board and National Merit Scholarship Corporation. Visit the College Board on the web: www.collegeboard.org

Requested Attachments

W-9 Request for Taxpayer Identification

Please submit a W-9 dated during the current calendar year.

W-9 College Board 2024.pdf

Conflict of Interest Questionnaire

You are only required to submit the CIQ if a conflict exists.

No response

Price List/Catalog

Killeen ISD Academic Curriculum,
Assessments, and Testing
Materials List Price.pdf

Please provide a full product offering in list form that includes pricing.

Data Privacy Agreement

Killeen ISD Data Privacy
Agreement (1).pdf

Only complete and return if goods and/or services proposed will require access to student or employee data. If answered "Yes" to attribute titled "Data Sharing Acknowledgement", upload is required.

Response Attachments

Killeen ISD 1295 Form.pdf

1295 Form

Z Legal End Notes.pdf

College Board legal end notes

Program Attachments.zip

Program attachments for pricing, ordering, etc.

Bid Attributes

1 INSTRUCTIONS TO PROPOSERS

**Request For Proposals ("RFP")
Academic Curriculum, Assessment, and Testing Materials & Service and
Instructional Supplies
#24-29-03-041**

SUBMITTAL DEADLINE: Thursday, April 4, 2024

Killeen ISD is accepting proposals from qualified vendors capable of providing Academic Curriculum, Assessment, and Testing Materials & Services and Instructional Supplies on an as-needed basis. This is a multiple award contract, which enables the district to request quotes on an "as needed" basis from awarded vendors, allowing end users to choose different vendors best meeting requirements based on price, availability, convenience, reliability, responsiveness and track record. District employees will reach out for an official quote at the time of need. This contract will be effective on or around April 29, 2024 through April 28, 2025 and may be renewed for four (4) additional years in one (1) year increments, providing that both parties are in agreement. **This Request For Proposals is not for specific line items.**

Submittal deadline is April 4, 2024, 2:00PM, Central Time.

There are several attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. Attributes requiring a response are indicated by a red asterisk (*). The system will not allow you to submit a response to this opportunity if all required attributes have not been completed.

****Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes, if applicable****

The District prefers responses to be submitted online via our electronic system. Submissions may be submitted manually if access to the electronic system is not available. Manual submissions must be delivered to the Purchasing Office at the address below, in a sealed envelope one (1) paper copy and one (1) digital USB copy of the proposal clearly labeled with the RFP Title and # by the close date and time stated in this bid event. No fax or

email submissions will be accepted. Only one format is needed. For any questions, please contact the Purchasing Office at 254-336-0093.

Killeen Independent School District
Attn: Grendalys Carrasquillo De Jesus, Purchasing Specialist
Purchasing Department
2301 Atkinson Avenue
Portable #2
Killeen, TX 76543

Respondents are highly encouraged to submit their electronic responses with plenty of time in advance (Minimum 4 hours early) of the submission deadline indicated to ensure a timely response.

The District will not be responsible for any lateness of receipt due to any circumstances out of the District's direct control, including but not limited to, improper planning by vendors to submit a response by the submission deadline, technical difficulties, Internet connectivity issues, etc.

Contact between vendors and District personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact District personnel may result in disqualification. All communication shall go through the Purchasing Office during this process. All questions received and the corresponding answers will be distributed to all bidders via the electronic bid system. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Event Details and the District will not respond to questions after this time and date. The vendors will be responsible for checking the website for any posted Q&A.

2 EVALUATION AND AWARD

Evaluation Criteria: It is not the policy of Killeen ISD to award bids on the basis of low price alone. For bids which the District intends to award only one vendor, Killeen ISD shall consider the following, as provided in the Texas Education Code 44.031(b).

- 1) Price/discount
- 2) Consideration of location of vendor's principal place of business
- 3) Reputation of the vendor
- 4) Quality of the vendor's goods and services
- 5) The extent to which the goods and services meet the District's needs
- 6) The vendor's past relationship with the District
- 7) The long-term cost to the District to acquire the vendor's goods or services
- 8) The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses
- 9) Any other relevant factor specifically listed in the request for bids or proposals

Point values will be assigned and identified in any Request for Proposal ("RFP"), Competitive Sealed Proposal ("CSP"), or Request for Qualifications ("RFQ") in which an evaluation committee will review and grade proposals/qualifications received.

Federal Fund Considerations: Any proposals that may result in the expenditure of federal funds will follow the requirements for evaluation with appropriate considerations as outlined in The Code of Federal Regulations (CFR). In addition to the criteria stated above, the following considerations will be taken into account for award recommendations:

(a) the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals is prohibited, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference;

(b) when contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract;

(c) impact on the District's ability to comply with laws and rules relating to historically underutilized businesses to provide for consideration to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible;

(d) for each contract in which there is no price competition, and in all cases where cost analysis is performed, consideration of profit as a separate element of the price shall be made, and to establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Samples: Upon request, samples shall be furnished, free of cost to the District. Submissions may no longer be considered for failing to submit samples as requested.

Formation of Contract: A response to this solicitation is an offer to contract with Killeen ISD based upon the terms, conditions, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Killeen ISD. A Contract is formed when Killeen ISD's board of trustees, or Director of Purchasing Services, approves the bid recommendation as presented.

Notification of Award: Successful proposers will receive an electronic notification at the time of award from Killeen ISD via email. All awarded respondents will receive an electronic notification of award via IonWave ("Killeen ISD Bid System") once the submittal deadline has passed.

Multiple Awards: Killeen ISD reserves the right to award contract(s) to multiple proposers. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Killeen ISD. Qualified proposers will be reviewed based on goods/services offered in accordance with the solicitation, completion of required forms, acceptance of all terms and conditions, and any other relevant factors listed in the solicitation. Multiple award contracts enable the district to request quotes on an "as needed" basis from awarded vendors, allowing end users to choose different vendors best meeting requirements based on price, availability, convenience, reliability, responsiveness and track record. District employees will reach out for an official quote at the time of need.

Non-Exclusive: Any contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Killeen ISD. Killeen ISD reserves the right to obtain like goods and services from other sources. Killeen ISD makes no guarantee of quantity or purchase throughout the life of the contract.

Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Standard Time. Protests shall be filed with George Ybarra, Director of Purchasing Services, and sent to the Killeen ISD Purchasing office at: 2301 Atkinson Avenue, Killeen, TX, 76543. Protests shall include the following:

- a) Name, address and telephone number of protester;
- b) Original signature of protester or its representative;
- c) Identification of the solicitation by RFP number and title;
- d) Detailed statement of legal and factual grounds including copies of relevant documents; and
- e) the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

3 TERM OF AGREEMENT

This contract will be effective on or around April 29, 2024 through April 28, 2025 and may be renewed for four (4) additional years in one (1) year increments, providing that both parties are in agreement.

4 PROPOSAL REQUIREMENTS/CERTIFICATIONS

THE FOLLOWING ATTRIBUTES REQUIRE A RESPONSE

5 TEXAS EDUCATION CODE §44.034. NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) further states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please select one of the following:

Company NOT owned/operated by a convicted felon.

6 FELONY CONVICTION DETAILS

If selected above that your company is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction.

N/A

7 TEXAS EDUCATION CODE §22.834. CRIMINAL HISTORY RECORD INFORMATION REVIEW OF CERTAIN CONTRACT EMPLOYEES

(a) Except as provided by Subsection (a-1), this subsection applies to a person who is not an applicant for or holder of a certificate under Subchapter B, Chapter 21 (Educators), and who on or after January 1, 2008, is offered employment by an entity that contracts with a school district, open-enrollment charter school, or shared services arrangement to provide services, if:

- (1) the employee or applicant has or will have continuing duties related to the contracted services; and
- (2) the employee or applicant has or will have direct contact with students.

(a-1) This section does not apply to a contracting entity, subcontracting entity, or other person subject to Section 22.08341 (Criminal History Record Information Review by Certain Public Works Contractors).

(b) A person to whom Subsection (a) applies must submit to a national criminal history record information review under this section before being employed or serving in a capacity described by that subsection.

(c) Before or immediately after employing or securing the services of a person to whom Subsection (a) applies, the entity contracting with a school district, open-enrollment charter school, or shared services arrangement shall send or ensure that the person sends to the department information that is required by the department for obtaining national criminal history record information, which may include fingerprints and photographs. The department shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845 (Criminal History Clearinghouse), Government Code.

(d) An entity contracting with a school district, open-enrollment charter school, or shared services arrangement shall obtain all criminal history record information that relates to a person to whom Subsection (a) applies through the criminal history clearinghouse as provided by Section 411.0845 (Criminal History Clearinghouse), Government Code. The entity shall certify to the school district that the entity has received all criminal history record information relating to a person to whom Subsection (a) applies.

(e) A school district, open-enrollment charter school, or shared services arrangement may obtain the criminal history record information of a person to whom this section applies through the criminal history clearinghouse as provided by Section 411.0845 (Criminal History Clearinghouse), Government Code.

(f) In the event of an emergency, a school district may allow a person to whom Subsection (a) or (g) applies to enter school district property if the person is accompanied by a district employee. A school district may adopt rules regarding an emergency situation under this subsection.

(g) An entity that contracts with a school district, open-enrollment charter school, or shared services arrangement to provide services shall obtain from any law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.), all criminal history record information that relates to an employee of the entity who is employed before January 1, 2008, and who is not subject to a national criminal history record information review under Subsection (b) if:

- (1) the employee has continuing duties related to the contracted services; and
- (2) the employee has direct contact with students.

(h) A school district, open-enrollment charter school, or shared services arrangement may obtain from any law enforcement or criminal justice agency all criminal history record information that relates to a person to whom Subsection (g) applies.

- (i) An entity shall certify to a school district that it has received all criminal history record information required by Subsection (g).
- (j) The commissioner may adopt rules as necessary to implement this section.
- (k) The requirements of this section apply to an entity that contracts directly with a school district, open-enrollment charter school, or shared services arrangement and any subcontractor of the entity.
- (l) A contracting entity shall require that a subcontracting entity obtain all criminal history record information that relates to an employee to whom Subsection (a) applies. If a contracting or subcontracting entity determines that Subsection (a) does not apply to an employee, the contracting or subcontracting entity shall make a reasonable effort to ensure that the conditions or precautions that resulted in the determination that Subsection (a) did not apply to the employee continue to exist throughout the time that the contracted services are provided.
- (m) A contracting entity complies with the requirements of this section if the contracting entity obtains a written statement from each subcontracting entity certifying that the subcontracting entity has obtained the required criminal history record information for employees of the subcontracting entity and the subcontracting entity has obtained certification from each of the subcontracting entity's subcontractors.
- (n) A subcontracting entity must certify to the school district, open-enrollment charter school, or shared services arrangement and the contracting entity that the subcontracting entity has obtained all criminal history record information that relates to an employee to whom Subsection (a) applies and has obtained similar written certifications from the subcontracting entity's subcontractors.
- (o) A contracting or subcontracting entity may not permit an employee to whom Subsection (a) applies to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Section 22.085(a).
- (p) In this section:
 - (1) "Contracting entity" means an entity that contracts directly with a school district, open-enrollment charter school, or shared services arrangement to provide services to the school district, open-enrollment charter school, or shared services arrangement.
 - (2) "Subcontracting entity" means an entity that contracts with another entity that is not a school district, open-enrollment charter school, or shared services arrangement to provide services to a school district, open-enrollment charter school, or shared services arrangement.

Vendor agrees that they have read and will comply with requirements under Section 22.834 of the Education Code.

8 LOCAL GOVERNMENT CODE Ch. 176 - DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Does this vendor have conflict of interest with Killeen Independent School District?

***If yes, vendor must complete the Conflict of Interest Questionnaire form included under the "Attachments" tab and upload to the "Response Attachments" tab prior to submission.**

9 GOVERNMENT CODE Ch. 2274. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

Vendor represents and warrants to District that Vendor does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement.

1 0	GOVERNMENT CODE Ch. 809. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES Vendor represents and warrants to District that Vendor does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement. <input type="text" value="I agree"/>
----------------	--

1 1	TEXAS GOVERNMENT CODE CH. 2270. PROHIBITION ON INVESTING PUBLIC MONEY IN CERTAIN INVESTMENTS Pursuant to Texas Government Code Chapter 2270, Vendor represents and warrants to the District that Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement. <input type="text" value="I agree"/>
----------------	--

1 2	TEXAS GOVERNMENT CODE Ch. 2252. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES Vendor complies with Senate Bill 252, which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller in order to do business with the District. <input type="text" value="I agree"/>
----------------	---

1 3	GOVERNMENT CODE SECTION 305.002. REGISTRATION OF LOBBYISTS Does your organization intend to use funds received from Killeen Independent School District either directly or indirectly to influence or attempt to influence the outcome of legislation or administrative action, as those terms are defined in Section 305.002, Government Code? <input type="text" value="No"/>
----------------	--

1 4	REGISTRATION OF LOBBYISTS - DISCLOSURE OF AMOUNT If selected yes above, provide the amount or percentage which would fall within the language above. The school district is required to list this amount as a separate line item. <input type="text" value="N/A"/>
----------------	---

1 5	DEBARMENT CERTIFICATION I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the District if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. <input type="text" value="Agree"/>
----------------	--

1 6	NON-COLLUSION STATEMENT Vendors are required to certify a Non-Collusion Statement. Vendors are required to state the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that Vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or bid or to refrain from proposing, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the proposed price or of any other vendor, or to fix any overhead, profit or cost element of said proposed price, or of that of any other vendor, or to secure any advantage against KISD or any person interested in the proposed contract, and that all statements in said proposal are true. <input checked="" type="checkbox"/> Vendor agrees <input type="checkbox"/> Vendor does not agree
----------------	---

17 RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Nonresident Proposer

18 PRINCIPAL PLACE OF BUSINESS

To comply with the non-resident vendor laws detailed in TEX. GOV'T. CODE Chapter 2252, KISD must determine the residency of its vendors. KISD may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located. See TEX. GOV'T. CODE 2252.003. This requirement does not apply to a contract involving federal funds. "Resident bidder" is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. "Nonresident bidder" is a person who is not a resident. See TEX. GOV'T. CODE 2252.001.

What is your company's principal place of business? Please provide city and state.

New York, NY

19 VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

No

20 REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS - APPENDIX II TO 2 CFR PART 200

The following certifications and provisions are required and shall apply when Killeen Independent School District ("KISD") expends federal funds for goods and/or services. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by KISD and KISD's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. Accordingly, the parties agree that the following terms and conditions apply to all applicable contracts between KISD and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds.

I understand

21 (A) BREACH OF CONTRACT

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by KISD, KISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

No

2
2

(B) TERMINATION FOR CAUSE AND CONVENIENCE (CONTRACTS IN EXCESS OF \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by KISD, KISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to:

- (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order;
- (2) make any payments owed; or
- (3) otherwise perform in accordance with the contract and/or the procurement solicitation.

KISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if KISD believes, in its sole discretion that it is in the best interest of KISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by KISD as of the termination date if the contract is terminated for convenience of KISD. Any award under this procurement process is not exclusive and KISD reserves the right to purchase goods and services from other vendors when it is in the best interest of KISD.

Does vendor agree?

Yes

No

2
3

(C) EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by KISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?

Yes

No

2 (D) DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)

4 When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by KISD, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does the vendor agree?

- Yes
- No

2 (E) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

5 Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C.

3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by KISD, the vendor certifies that during the term of an award for all contracts by KISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree?

- Yes
- No

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6

(F) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by KISD, the vendor certifies that during the term of an award for all contracts by KISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree?

Yes

No

2
7

(G) CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387)

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by KISD, the vendor certifies that during the term of an award for all contracts by KISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree?

Yes

No

2
8

(H) DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by KISD, the vendor certifies that during the term of an award for all contracts by KISD resulting from this procurement process, the vendor certifies that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree?

Yes

No

29 (I) BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by KISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by KISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree?

Yes

No

(J) CONTRACT COST AND PRICE §200.323

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Pursuant to Federal Rule (J) above, when federal funds are expended by KISD, Vendor certifies that during the term of an award for all contracts by KISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (J) above.

Does vendor agree?

Yes

No

3 1 (K) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also §200.471.

Pursuant to Federal Rule (K) above, when federal funds are expended by KISD, Vendor certifies that during the term of an award for all contracts by KISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (K) above.

Does Vendor Agree?

Yes

No

3 2 (L) DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

3
3 **PROCUREMENT OF RECOVERED MATERIALS**

When federal funds are expended, KISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to the Federal Rule above, when federal funds are expended by KISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree?

Yes

No

3
4 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS - 2 CFR § 200.333**

When federal funds are expended by KISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree?

Yes

No

3
5 **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When federal funds are expended by KISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does the vendor agree?

Yes

No

3
6 **CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100k OF FEDERAL FUNDS**

When federal funds are expended by KISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does the vendor agree?

Yes

No

37 CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of KISD not to discriminate on the basis of race, color, national origin, sex, religion, age, disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does vendor agree?

- Yes
- No

38 CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does the vendor agree?

- Yes
- No

39 CERTIFICATION OF ACCESS TO RECORDS - 2CFR § 200.336

Vendor agrees that the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, Killeen Independent School District, or any of their authorized representatives must have the right of access to any documents, papers, or other records of Vendor which are directly pertinent to Vendor's discharge of its obligations under the Contract in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion related to such documents.

Does vendor agree?

- Yes
- No

40 CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree?

- Yes
- No

4
1 **ACCEPTANCE OF FEDERAL, STATE, AND LOCAL LAWS**

Vendor agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Does vendor agree?

Yes

No

4
2 **VENDOR INFORMATION**

PLEASE PROVIDE INFORMATION ABOUT THE "COMPANY" (CORPORATION, FIRM, PARTNERSHIP, OR INDIVIDUAL) SUBMITTING THIS PROPOSAL

4
3 **COMPANY/INDIVIDUAL NAME**

Full legal name of company as it appears on your W-9 - Request For Taxpayer Identification.

College Board

4
4 **DATA SHARING ACKNOWLEDGEMENT**

Would any of the products/services offered through this proposal give your company access to student or employee data?

Yes

No

4
5 **PRODUCTS/SERVICES OFFERED**

Please select all that apply:

Assessment (Electronic)

Assessment (Materials)

Assessment (Paper)

Assessment (Services)

Curriculum (License)

Curriculum (Materials)

Curriculum (Services)

Testing (License)

Testing (Materials)

Testing (Services)

Instructional (License)

Instructional (Services)

Instructional (Supplies)

**4
6** **COOPERATIVE CONTRACTS**

Please indicate if your company is a member of any of the cooperatives listed below. Check all that apply.

- 1GPA
- Buyboard
- DIR
- HCDE/Choice Partners
- OMNIA
- PACE
- Sourcewell
- TIPS
- TXMAS

**4
7** **COOPERATIVE CONTRACTS - EDGAR COMPLIANCE**

If referencing pricing from a cooperative contract, is the contract EDGAR compliant?

**4
8** **CTPA Interlocal Agreement**

Educational entities in the surrounding Killeen Independent School District area have indicated an interest in participating under any resulting contract. Should these Educational entities decide to participate in any resulting contract, would you, (the vendor), agree that all terms, conditions, specifications, and pricing contained herein would apply? ***Educational entities utilizing interlocal agreements with the Killeen Independent School District will be eligible, but not obligated, to purchase materials/services under the contracts(s) awarded as a result of this solicitation. All purchases by Educational entity other than Killeen Independent School District will be billed directly to that Educational entity and paid by that Educational entity. Killeen Independent School District will not be directly responsible for another Educational entity's debts. Each Educational entity will order its own material/service as needed.

**4
9** **HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to as a "HUB" is encouraged to indicate its HUB certification status. The District will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification.

- Minority Owned Business
- Women Owned Business
- Service-Disabled Veteran Owned Business

**5
0** **HUB CERTIFICATION NUMBER**

If stated that your company has been certified as any of the "HUB" above, please provide your certification number.

**5
1** **HUB CERTIFYING AGENCY**

If stated that your company has been certified as any of the "HUB" above, please provide your certification number.

5 2	REMIT ADDRESS Please provide the "Remit to Address" including the following: Mailing Address City State Zip Code <input type="text" value="P.O. Box 30171 New York, NY 10087-0171"/>
----------------------	---

5 3	ORDER ADDRESS Please provide the "Order Address" including the following: Mailing Address City State Zip Code <input type="text" value="250 Vesey Street New York, NY 10281"/>
----------------------	---

5 4	PURCHASE ORDER POLICY Items and/or services are to be delivered to Killeen Independent School District ONLY when a district approved purchase order has been received by your company. Under no circumstances should items and/or services be provided to the District without a properly drawn District purchase order. Without a District purchase order you are NOT GUARANTEED PAYMENT and the item and/or service you are providing could be constituted as a donation to the district. Please inform any staff member that handles the Killeen Independent School District account of these procedures. <input checked="" type="checkbox"/> I agree
----------------------	---

5 5	PURCHASE ORDER EMAIL ADDRESS Please indicate the email address that should be used to send purchase orders for processing. <input type="text" value="cbpayments@collegeboard.org"/>
----------------------	--

5 6	CONTACT NAME Please provide the name for the main contact or local representative that will handle our account. <input type="text" value="Sharee Eggleston"/>
----------------------	--

5 7	CONTACT EMAIL Please provide the email address for the main contact or local representative that will handle our account. <input type="text" value="jeggleston@collegeboard.org"/>
----------------------	---

5 8	CONTACT PHONE Please provide the phone number for the main contact or local representative that will handle our account. <input type="text" value="(512) 721-1836"/>
----------------------	---

5 9	WEBSITE Please provide your website if applicable. <input type="text" value="collegeboard.org"/>
----------------------	---

6 0	QUOTE REQUESTS Please provide the email address that should be used to request quotes. <input type="text" value="jeggleston@collegeboard.org"/>
----------------------	--

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

You have carefully examined and understand all information and documentation associated with this Request for Proposal, including the Instructions to Proposers, Specifications, Standard Terms and Conditions, attachments/forms, and line items (when applicable). In the event that you take exception to, or intend to deviate from any of the Standard Terms & Conditions, all such changes must be documented on a "tracked change" PDF or similar document which indicates the Section # and/or letter and uploaded as an attachment with your proposal. No others will be claimed;

The individual submitting this proposal has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services;

The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Request for Proposal on your behalf and bind you to the requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required;

You affirm that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Proposer and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the District to take such action as it deems appropriate to verify such information; and

Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Request for Proposal, termination of a contract award, or any other remedy or action provided for in the Standard Terms and Conditions or by law.

I acknowledge



**Board of Trustees
Executive Summary of Board Agenda Item**

TITLE:

Approval of Expenditures to Purchase Checkpoint Platform Software from Decision Tree, Inc., Utilizing Education Service Center Region 19 Allied States Cooperative Contract No. 24-7480, Technology, Hardware, Software, Services and Related (Supplemental) (Budgeted General Operating Funds - \$185,926.60)

JUSTIFICATION STATEMENT:

To provide anti-spam and email security that blocks spam and malware for all users in the District

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBLE: Haydee Pena, Executive Director Procurement & School Resources; David Bates, Deputy Superintendent Operations & Support Systems

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:

The Interlocal Cooperative Agreement is one (1) of seven (7) approved purchasing methods allowed under the Texas Education Code, Section 44.031. Board Policy CH (Local) states, "The Board delegates to the Superintendent the authority to make single, budgeted purchases of goods and services that cost up to \$100,000.00."

The El Paso Independent School District (EPISD) has implemented Checkpoint security solutions to protect District email and cloud services across Microsoft 365 workspace environments. This platform provides threat prevention, anti-phishing, malware detection, data loss prevention, and web application protection across the District. The software blocks malware and spam at the connection level by checking the sender's reputation against a dynamic database of known malicious Internet Protocol (IP) addresses. The Information Technology Department is requesting approval to renew the services associated with this contract for a full fiscal year, from July 1, 2026, through June 30, 2027.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board approve the expenditures to purchase Checkpoint Platform Software from Decision Tree, Inc., utilizing Education Service Center Region 19 Allied States Cooperative Contract No. 24-7480, Technology, Hardware, Software, Services and Related (Supplemental), in the amount of \$185,926.60, as presented, subject in part to approval of the 2026-2027 preliminary budget.

FUNDING SOURCE: Budgeted General Operating Funds **ACCOUNT NO.:** 199.53.6397.911.99.288.911

FISCAL IMPACT AND COST:

\$185,926.60 (FY 2026-2027)

IMPACT ON OTHER FUNCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

The District will not have anti-spam and email security that blocks malware and spam to prevent risk in email communications.

IMPLEMENTATION TIMELINE:

July 1, 2026 - June 30, 2027

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

[Contract - Decision Tree Signed.pdf](#)

[CIP Form 1295.pdf](#)

[Purchasing Coop Information.pdf](#)

VENDOR CONTRACT
(Goods and Services)

THIS VENDOR CONTRACT FOR GOODS AND SERVICES ("this Contract") is between DECISION TREE, INC. (the "Vendor") and the EL PASO INDEPENDENT SCHOOL DISTRICT ("District"). The Effective Date of this Contract is July 01, 2026 regardless of when executed. For and in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **Term.**

1.1 **Term.** The term of this Contract shall be for a period from July 01, 2026 through June 30, 2027 [with 0 year(s) annual renewal(s)], unless earlier terminated in accordance with this Contract. Annual renewals, if any, shall be at the sole discretion of the District.

1.2 **Non-Appropriation.** In the event the Contract is awarded for a term greater than one year or extending beyond the District's current budget period, it will be subject to approval at the commencement of each of the District's budget years. Vendor agrees that the District has the continuing right to terminate this Contract without notice at the end of a District budget period in which funds for this Contract are not appropriated. Vendor shall not be entitled to receive payments or amounts under the Contract in excess of the amounts appropriated for the then-current budget period of District.

2. **Cancellation/Termination.**

2.1 **Termination.** This Contract may be terminated as follows: (a) by either party in the event of material breach of this Contract by the other party which continues more than thirty (30) days after written notice of default from the non-breaching party to the breaching party; or (b) by the District at its option: (i) if Vendor fails, as determined by the District's representative, to satisfactorily perform the duties set out in this Contract, comply with any covenant herein required or breach any warranty provided herein; becomes insolvent, files or has filed against it a petition in bankruptcy, proposes or accomplishes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors; (ii) if a receiver, trustee, custodian, or similar agent is appointed or takes possession of any property or business of Vendor; (iii) if, at the expiration of each District budget period occurring during the term of this Contract, funds for this Contract are not appropriated as provided in Section 1.2 above; or (iv) with or without cause upon thirty days prior written notice from the District to Vendor. In the event of early termination of the Contract for any reason, the total compensation which may be claimed by Vendor under this Contract shall be limited [subject to other limitations in this Contract or applicable law] to the payment for the conforming goods and/or services timely provided by the date of termination.

2.2 **Effect.** Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Contract, Vendor shall submit to District its claims, in detail, for the monies owed by District for services satisfactorily performed or goods delivered and accepted under this Contract through the effective date of termination. **Failure by Vendor to submit its claims within forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Vendor of any and all right or claims to collect monies that Vendor may rightfully be otherwise entitled to for services satisfactorily performed or goods delivered under this Contract.** Regardless of how this Contract is terminated, Vendor shall effect an orderly transfer to District or to such person(s) or firm(s) as the District may designate, at no additional cost to District. Upon the effective date of expiration or termination of this Contract, Vendor shall cease all operations of services being performed or delivery of goods by Vendor, or any of its subcontractors, pursuant to this Contract. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Vendor, in connection with the services rendered by Vendor under this Contract, regardless of storage medium, shall be transferred to District. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Vendor's sole cost and expense. Payment of compensation due or to become due to Vendor is conditioned upon delivery of all such documents.

3. **Right to Assurance.** Whenever the District in good faith has reason to question the Vendor's intent to perform, the District may demand that the Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five business (5) days, the District may treat this failure as an anticipatory repudiation of the Contract.

4. **Remedies.** In the event of default of this Contract by Vendor, the District shall have all of, and may exercise one or more of, the following rights and remedies: (a) the right to recover damages; (b) the right to seek injunctive relief; (c) the right to seek declaratory relief; (d) the right to off-set and/or retain from payments otherwise due to Vendor damages, fees, and costs sustained or incurred by the District in connection with such breach; (e) the right to terminate this Contract as provided herein; and (f) any of its rights and remedies in law or equity. In no event shall District's action of terminating this Contract, whether for cause or otherwise, be deemed an election of District's remedies, nor shall such termination limit, in any way, at law or at equity, District's right to seek damages from or otherwise pursue Vendor for any default hereunder or other action.

5. **Force Majeure.** If by reason of Force Majeure (i.e. acts of God, strikes, lockouts, or other industrial disturbances, etc.), either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

6. **Goods and Services to Be Delivered.**

6.1 **Delivery, Packaging and Acceptance of Goods.**

A. Vendor agrees to provide the goods listed and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes [or any subsequent goods required to be delivered to the District under this Contract] (collectively, the "Goods"). Unless otherwise stated in Exhibit "A", the Goods shall be delivered in accordance with the following Standard Delivery Terms:

(i) F.O.B. District's James Gamble Facility, 4900 Woodrow Bean Drive, El Paso, Texas 79924.

(ii) Goods will be packed in accordance with good commercial practice and in a manner which will facilitate securing the lowest transportation costs, conform to requirements of common carriers and any applicable specifications. Each shipping container shall be clearly and permanently packed and identified with: (a) Vendor's name and address; (b) if applicable, consignee's name, address and purchase order and bid number; (c) container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Vendor shall bear cost of packaging unless otherwise provided. The District's count or weight determination shall be final and conclusive on shipments not accompanied by packing slips/lists. The Goods will be delivered with an Operator's Manual and a Maintenance and Parts Manual, if one exists.

(iii) The District assumes no liability for Goods delivered in damaged or in unacceptable condition. The Vendor shall handle all claims with insurance carriers, and in the event that Goods are damaged in transit shall ship replacement Goods immediately upon notification by the District of damage. Delivery will be made between the hours of 8:00 a.m. and 3:30 p.m. (MDT/MST) unless otherwise specified by the District in writing. Vendor is not authorized to ship the Goods under reservation and no tender of a Bill of Lading will operate as a tender of Goods. The District shall have the right to inspect the Goods at delivery before accepting them and no Goods will be accepted until written acceptance is provided by authorized District Representative. Any written warranties will commence upon acceptance of the Goods by the District.

(iv) Repair and Replacement Information. As the situation requires, the Vendor shall provide alternative quotes for both repair and replacement of any damaged Goods, if appropriate to the request. In the event the cost of repair is equal to or greater than seventy-five percent (75%) of the price of a new item, Vendor shall provide a written recommendation to the District representative regarding the relative merits of repair or replacement of the item. Failure to adhere to these requirements may be grounds for the termination of the Contract.

6.2 Delivery of Services and Standard of Care.

A. Delivery. Vendor agrees to provide the services listed and described in Exhibit "B," which is attached hereto and incorporated herein by reference for all purposes (collectively, the "Services"). Nothing contained in this Contract shall require District to pay for any unsatisfactory Services, as determined by District's representative, or for work that does not comply with the terms of this Contract.

B. Standard of Care. If the Services are performed by a non-professional Vendor, Vendor represents, covenants, and warrants that it will devote its good faith, best efforts in provision of the Services and will provide the Services with reasonable care and skill and in a good and workmanlike manner. If the Services are considered Professional Services, the Vendor further represents, covenants and warrants that it will provide the Services using the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locale. Services will be provided in a manner consistent with industry standards and will conform to the required specifications set out herein, and shall be delivered in compliance with all applicable laws, rules, regulations, procedures and consistent with industry standards.

6.3 Warranties for Goods and Services.

A. Express Warranties. Vendor expressly represents, warrants and covenants, that:

(i) Vendor will devote its good faith, best efforts in provision of the Goods and/or Services.

(ii) Vendor has and will retain sufficient financial condition, working capital, experience, expertise, personnel, licenses, certifications, and authority to provide the Goods and/or Services, that it will provide copies of its licenses and certifications to the District upon request, and will comply with the vendor ethics policies of the District.

(iii) The Goods furnished conform with the specifications, drawings, descriptions and that the Services promised will adequately address the Scope of Services set forth in the Contract and its exhibits, the District's Request for Proposal, Request for Competitive Sealed Proposal or other solicitation for the Goods and/or Services contracted for herein (the "Solicitation Document"), and to any sample(s) furnished by Vendor, if any, in connection with the Contract or in response to the District's Request for Proposal.

(iv) The Goods and/or Services shall be delivered in compliance with all applicable laws, rules, and regulations, with District policies and procedures, and consistent with industry standards.

(v) In the event of a conflict between the specifications, drawings and descriptions of Goods to be provided, the specifications shall govern. In the event of a conflict between the Solicitation Document and the Contract, the Contract shall prevail.

(vi) All Goods are new and the quality of the Goods is consistent with or better than industry standard.

B. Implied Warranties.

(i) The Goods comply with all implied warranties, including but not limited to, the implied warranty of merchantability and fitness for the particular purpose for which they were

obtained. The Vendor agrees to provide the Services agreed to herein in a good and workmanlike manner.

(ii) No implied warranties for Goods and/or Services or provided in connection with this Contract are waived modified or excluded by any provision of this Contract, or any terms and conditions included in any document prepared by the Vendor, and any provision so intended, or interpreted shall be treated as void *ab initio*.

C. Safety Warranty and Provision of Material Safety Data Sheets. As applicable, the Goods supplied to the District under this Contract shall conform to applicable standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act ("OSHA") of 1970. In the event the Goods do not conform to OSHA standards, the District will be permitted to refuse or return the non-conforming Goods for correction or replacement at the Vendor's expense. Where Goods to be delivered under this Contract require the maintenance of Material Safety Data Sheets ("MSDS"), a copy of the relevant MSDS will be made available to the District's representative prior to delivery of the relevant Goods.

6.4 No Warranties by District. No review, consent, or approval by the District of any documents prepared by Vendor shall constitute a representation or warranty by the District of the legality, suitability, or quality of the same or content thereof.

6.5 Reservation of Rights. The District reserves the right to use its own staff or any other third-party to provide the same or similar goods and/or services to the Goods and/or Services described herein.

7. Tax Exemption. The District is exempt from Federal Excise, State or City Sales Tax under State Law and such obligations are included in the price under this Contract. The District will furnish a tax exemption certificate, if required.

8. Invoicing and Payment. Compensation to Vendor is set forth on Exhibit "C," attached hereto and incorporated herein. Except as otherwise provided in Exhibit "C," Vendor shall invoice the District on or before the thirtieth (30th) day of each month, for the portions of the Goods delivered and accepted and/or Services performed during the preceding month at rates set forth on Exhibit "C." Reimbursable Expenses are included in the hourly rate or not to exceed pricing for Services unless specifically excluded. If excluded, Reimbursable Expenses will be itemized separately and documented by receipts for invoicing purposes. Invoices for Goods and/or Services shall not include Federal Excise, State or City Sales Tax for which an Independent School District is exempt under State law. The District shall furnish a tax exemption certificate, if required. The aggregate compensation from the District to Vendor for the Goods and/or Services shall not exceed the maximum figures stated in Exhibit "C." Vendor shall not be entitled to receive payments or amounts under the Contract in excess of the amounts appropriated for the then-current budget period of the District. The District shall make payment to the Vendor for amounts determined to be properly due, not later than thirty (30) days after its receipt of the Vendor's invoice or as required by the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code) or its successor. The maximum interest rate on any past due payments by the District to Vendor shall be limited to the rate provided by Section 2251.025 of the Texas Government Code or its successor. The District shall not be required to make any payments to Vendor at any time Vendor is in default under this Contract.

9. Confidential/Proprietary Information.

9.1 Confidential Information/Materials. Vendor understands that, during the term of this Contract, Vendor will have access to certain information belonging to the District and designated as confidential by the District or not generally known by non-District personnel (collectively, the "Confidential Information"). During the term of this Contract and at all times thereafter, Vendor shall not, without the prior written consent of the District, do any of the following, directly or indirectly: (a) use any of the Confidential Information for Vendor's own purposes or for the purposes of any person or entity other than the District; and/or (b) disclose any of the Confidential Information to any third party, except as reasonably and in good

faith required in connection with performance of this Contract by Vendor. Vendor further shall take all steps necessary to prevent disclosure of Confidential Information by any other person or entity, during the term of this Contract and at all times thereafter, without the prior written consent of the District. All data, disks, lists, financial records, other records, documents, property, information, specifications, and materials of the District relating to the Goods and/or Services provided to Vendor during the term of this Contract, as well as all copies thereof (collectively the "Materials"), shall be and remain the sole and exclusive property of the District. None of the Materials shall be retained by Vendor, or shall be transmitted to anyone at any time, either now or in the future, except as reasonably and in good faith required in connection with performance of this Contract by Vendor. Upon termination of this Contract, or upon request by the District, Vendor shall promptly return the Materials to the District. The Materials are included within the definition of Confidential Information. Vendor further agrees that, if it receives information or records concerning any student, it shall not disclose the same, except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA.

9.2 **Intellectual Property Rights.** If Vendor, as part of the delivery of the Goods and/or Services, will be working with the District, [all references to Vendor and District in this paragraph shall include their respective agents, employees and representatives], to create and/or develop materials or other work products, including visual, audio, written and graphic material (the "Resulting Work Product") for which the Vendor will receive any consideration provided for in this Contract, the Resulting Work Product (including all of Vendor's contributions to the creation or development of the Resulting Work Product), and any state or federal trademark rights, copyrights, patents or other intellectual property rights associated with the Resulting Work Product (collectively, the "Intellectual Property Rights") will at all times remain the exclusive property of the District. Vendor agrees to assist the District in any way necessary, including executing any assignments or other documents, required to document the District's ownership rights in the Resulting Work Product and the associated Intellectual Property Rights, as applicable; including taking any action necessary for the District to secure state or federal registration of its Intellectual Property Rights in the name of the District. No separate or additional consideration, other than the consideration paid under this Contract, will be provided by the District for any provision of any assignments or conveyance of the Resulting Work Product, or of Intellectual Property Rights associated with the Resulting Work Product. The Vendor shall assure that its authorized subcontractors or agents, not under its control as employees, are aware of this provision and are contractually bound thereby.

10. **Vendor Records and Retention.** The District or its authorized representative shall be afforded unrestricted access to and be permitted to inspect and copy all of the Vendor's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Vendor shall preserve all such records for a period of five (5) years, after the District makes final payment and all other pending matters are closed, or for such longer period as may be required by law, after final payment under this Contract, including any extension thereof. To the extent that the requirements of 2 CFR § 200.333 apply to the Contract, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award, must be retained for the Vendor for only the period required by 2 CFR § 200.333 and the five (5) year requirement of this provision shall apply to all other documents. If no federal funds are expended by the District for the Contract, the five (5) year retention requirement provided herein will apply.

For a Contract involving at least \$1 million in Goods/Services, the following provision shall apply: Vendor shall preserve for the duration of this Contract all "contracting information" within the meaning of Texas Government Code Section 552.003(1-a) et. seq. relating to this Contract (the "Contracting Information") as provided by the records retention requirements applicable to the District. Vendor shall provide to the District, upon its request, any Contracting Information that is in the custody or possession of Vendor. Upon completion of this Contract, Vendor shall either provide at no cost to the District all Contracting Information in the custody or possession of Vendor or instead preserve all Contracting Information as provided by the records retention requirements applicable to the District. Pursuant to Texas Government Code Section 552.372(b), the following notice is given to Vendor: The requirements of Subchapter J, Chapter 552,

Government Code, may apply to this Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that Subchapter.

11. **Indemnification.**

11.1 **General Indemnification.** Vendor agrees to INDEMNIFY, DEFEND, AND HOLD HARMLESS the District and its trustees, officers, agents, representatives and employees (collectively, the "Indemnified Parties") from and against, any and all claims, causes of action, liability, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, demands, and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may arise out of or be caused by the negligent or intentional act, error, or omission of Vendor, or that of its agent, officer, representative, employee, or sub-consultant (collectively "Vendor Affiliate") while in the exercise or performance of the rights or obligations under this Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the Indemnified Parties, in instances where such negligence causes personal injury, death, or property damage. In the event Vendor and/or a Vendor Affiliate and any Indemnified Party are found jointly liable by a Court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the District, its employees/officials under Texas law and without waiving any defenses of District its employees/officials under the Texas Tort Claims Act or other Texas law. Vendor shall promptly advise District, in writing, of any claim or demand against an Indemnified Party, Vendor and/or a Vendor Affiliate known to Vendor, related to or arising out of activities of Vendor and/or a Vendor Affiliate under this Contract. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

11.2 **Intellectual Property Rights Indemnification.** Vendor shall INDEMNIFY, DEFEND, AND HOLD HARMLESS the District, its elected officials, employees, officers, and representatives harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) for infringement of any patent, copyright or similar property right including, but not limited to, misappropriation of trade secrets and any infringement by Vendor and its employees and consultants, in connection with any license provided, any deliverable or any Service furnished hereunder, and used by either the District or Vendor within the scope of this Contract (unless said infringement results directly from Vendor's compliance with District's written standards or specifications).

11.3 **Defense Counsel.** In connection with any indemnification obligation in this Section 11, District, in its sole discretion shall have the right to approve or select defense counsel to be retained by Vendor in fulfilling its indemnity obligation hereunder, unless such right is expressly waived by District in writing. District reserves the right to provide a portion, or all of its own defense, at its own expense; however, District is under no obligation to do so. Any such action by District is not to be construed a waiver of Vendor's obligation to defend District or a waiver of Vendor's obligation to indemnify District pursuant to this Section. Vendor shall retain District-approved defense counsel within seven (7) business days of District's written notice that District is invoking its right to indemnification under this Contract. If Vendor fails to retain counsel within such time period, District shall have the right to retain defense counsel on its own behalf, and Vendor shall be responsible for all costs incurred by District until such time as the Vendor provides a defense.

11.4 **Indemnity Survival.** The provisions of this Section 11 are solely for the benefit of the parties hereto, and not intended to create or grant any rights, contractual or otherwise, to any other person or entity and the obligations herein shall survive the termination or expiration of this Contract.

12. **Work On School District Campuses.**

12.1 **Notice Before Entry During School Hours and Decorum on District Campuses.** Vendor acknowledges that work may be performed in connection with an educational facility that is currently occupied and in use. It is imperative that Vendor's deliveries and/or performance of Services not interfere

with, interrupt, disturb, or disrupt District's normal operations or facilities. During school hours, when entry is not made on an emergency basis, Vendor shall notify the District in advance and arrange an escort for Vendor's representative.

12.2 **Compliance with Campus Rules.** Vendor agrees to and shall comply with all rules, regulations and requirements of the District and the school campus on which work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of District. Vendor recognizes the ongoing school activities in proximity with its onsite activities shall result in the need for prompt and effective coordination of its Services with those involved in the ongoing use of the premises. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Vendor shall be responsible for the actions of its employees and its subcontractors. The Vendor recognizes the site is a public-school campus, and will prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the site and shall require adequate dress of the Vendor's forces consistent with the nature of the work being performed.

13. **Criminal Background Checks.** Vendor shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, District Board Policy CH (Legal) and (Local), and other policies and administrative requirements relating to or arising from such statute and rule(s); shall ensure that no covered employee of Vendor or of any subcontractor [if authorized] with a disqualifying criminal history performs Services under the award at or for the District; and shall timely provide written certifications thereunder in such form and substance as requested by the District. Vendor understands that any failure to comply with the requirements of this Section may be grounds for termination of its Contract with the District.

14. **Relationship.** This Contract does not constitute a joint venture or partnership of any kind between the parties hereto. In addition, the parties expressly understand and agree the provision of Goods and/or Services is and shall be considered independent contractor work performed by Vendor, using Vendor's own talents, contacts, tools, vehicles, and equipment, and that nothing in this Contract in any way creates an express or implied contract of employment between the District and Vendor. Vendor is not and shall not be an employee of the District for any purpose. Vendor is exclusively responsible for all administrative matters relating to its status hereunder or the Goods and/or Services, including without limitation, travel, lodging, and other expenses, any withholding and payment of all federal, state and local income taxes, FICA, FUTA, or other employment-related taxes, workers' compensation insurance, fringe benefit programs, or other benefits of any kind. Vendor represents that it is an independent contractor providing goods and/or services for hire similar to the Goods and/or Services to the general public, that it has full authority and capacity to enter into this Contract and provide the Goods and/or Services, and that execution or performance of this Contract by Vendor shall not violate any other agreement or covenant or any law.

15. **Federal Edgar Provisions.** Vendor acknowledges in the event federal funds are used to fund the Goods and/or Services delivered under the Contract, Vendor will abide by all applicable federal laws, rules, and regulations, executive orders, and policies, procedures and directives applicable to the Contract, including but not limited to the following:

15.1 **Contractual Remedies.** Vendor agrees that it will comply with all administrative, contractual, legal remedies, sanctions, and penalties for violation or breach that are included in this Contract.

15.2 **Wage and Hour Requirements.** To the extent this Contract involves the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), which requires Vendor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. This provision will not apply to the District's purchases from Vendor of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

15.3 Clean Air Act and EPA. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 -7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387) and agrees to promptly notify the District of any violation.

15.4 Debarment and Suspension. Vendor has certified that neither the Vendor nor its principals were listed on the government-wide exclusions in the System for Award Management ("SAM") that neither the Vendor nor its principals are debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549 at the time this Contract was executed. Vendor further agrees on behalf of itself and its principals, to immediately provide written notification to the District if, at any time following execution of this Contract, Vendor or one of its principals learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, or if Vendor or one of its principals is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Failure to notify the District of erroneous information within five (5) business days of change in circumstances shall be grounds for immediate termination, but termination of Vendor shall not be an election of remedy by the District.

15.5 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352. Vendor confirms its certification to the District that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. Vendor further certifies that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Vendor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., providing administrative remedies for false statements, apply to this certification and disclosure, and that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Finally, Vendor agrees that it will require the language of this certification be included in the award documents for all lower-tier contractors it hires, and that it will ensure all subcontractors make the same certification in connection with work done under the Contract. The certification in this Section is a material representation of fact upon which the District has placed its reliance.

15.6 Compliance with Mandatory Provisions of State Energy Conservation Plan. Vendor shall comply with the all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201), if any.

15.7 Compliance with Solid Waste Disposal Act. If the District purchased the same item or items from the Vendor under this Contract, which were purchased by the District during the preceding fiscal year, and the prior purchase exceeded \$10,000, Vendor agrees that it will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable, and that it will provide information and certifications required by the District confirming estimates and otherwise evidencing such compliance.

15.8 Equal Employment Opportunity Clause. Vendor represents, warrants and certifies that, during the performance of the Contract:

A. it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination;

B. it will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;

C. it will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Vendor's legal duty to furnish information;

D. it will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

E. it will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor;

F. it will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders;

G. in the event of Vendor's non-compliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law; and

H. it will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction, the Vendor may request the United States to enter into such litigation to protect its interests.

15.9 Termination for Convenience. Notwithstanding any provision to the contrary contained in this Contract, if federal funds are used to fund the purchase represented by this Contract, the District reserves the right to terminate this Contract for convenience. In such event, the District agrees it will be responsible for all legitimate charges with respect to periods prior to the termination.

16. Miscellaneous.

16.1 Assignment/Delegation. Without the prior written consent of the other party, no party shall have right or power to assign this Contract in whole or in part, or to delegate or sub-contract any duties hereunder in whole or part. Any attempted assignment or delegation by Vendor shall be wholly void and ineffective for all purposes unless made in the conformity with this paragraph.

16.2 Governing Law and Venue. **THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND IS PERFORMABLE IN EL PASO COUNTY, TEXAS.**

16.3 No Waiver of Immunity. The District reserves, and does not waive, its rights of sovereign/governmental immunity and similar rights, immunities and rights of its officials and employees, under the Texas Tort Claims Act. Nothing herein shall be a consent to suit.

16.4 No Third-Party Beneficiaries. This Contract, and every provision thereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No term or provision of this Contract shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Contract.

16.5 Context. Wherever the context shall require, the singular shall include the plural, and the male gender shall include the female gender and the neuter, and vice versa.

16.6 Attorney's Fees. In the event that either party brings an action to enforce or interpret any provision of this Contract, the prevailing party will be entitled to recover its costs and expenses including, without limitation, reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it shall be entitled to receive, as determined by the trier of fact in such dispute.

16.7 Waiver. No waiver, change, modification or discharge by either party hereto of any provision of this Contract shall be deemed to have been made or shall be effective, unless expressed in writing and signed by the party to be charged. A waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this Contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

16.8 Severability. Any provision, or part thereof, of this Contract held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Contract and the effect thereof shall be confined to the provision, or part thereof, so held to be invalid or unenforceable.

16.9 Time of Essence. Time is of the essence with respect to Vendor's obligations hereunder.

16.10 Public Records. Records relating to this Contract may be subject to disclosure pursuant to the Texas Public Information Act f/k/a Open Records Act, Section 552.001 et. seq. of the Texas Government Code. To the extent any of the Goods and/or Services under this Contract involve the exchange or creation of Public Information as defined by such Act, the Vendor shall make any such information, not otherwise

exempted from disclosure under such Act, available in writing and electronically in Microsoft Word, Microsoft Excel and or Adobe Acrobat.

16.11 Notices. All notices to a party under this Contract shall be provided by certified mail, return receipt requested, to the address set forth for the respective party beneath its signature block in this Contract, or such other address as later provided by a party through written notice to the other party.

16.12 Advertising. Vendor shall not advertise or publish, without the District's prior consent, the fact that the parties have entered into this Contract, except to the extent necessary to comply with proper requests for information from a representative of the federal, state, or local government.

16.13 Right to Audit and Records Access. The District, or its authorized representative (including Texas Education Agency and the Comptroller General), shall be given reasonable access to records and rights to perform audits by the District's own personnel and/or an outside firm of consultants/auditors, in order to investigate the District's claims, the Services, and/or evaluate the performance of the Vendor. The Vendor agrees to provide full cooperation during this process. Performance of these functions shall be conducted with proper notification per customary industry standards. Vendor agrees to maintain all required records and give the District, or its authorized representative, reasonable access to the records and rights to perform audits for five (5) years after the District makes final payment and all other pending matters are closed.

16.14 Israel Certification. Pursuant to Texas Government Code Chapter 2271, if this Contract is valued at \$100,000 or more and if the Vendor has at least ten (10) full time employees, then the Vendor represents and warrants to the District that the Vendor does not boycott Israel and will not boycott Israel during the term of this Contract. Vendor means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. Vendor does not include a sole proprietorship.

16.15 Firearms Certification. The Vendor represents, warrants, and covenants to the District that the Vendor: (a) does not have any practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate against a firearm entity or firearm trade association during the term of this Contract. For purposes of this provision, the terms "firearm entity", "firearm trade association" and "discriminate against a firearm entity or a firearm trade association" shall have the same meaning as set forth in Government Code Section 2274.001 et. seq.

16.16 Energy Company Certification. The Vendor represents, warrants, and covenants to the District that the Vendor, within the meaning of Texas Government Code Sections 809.001 and 2276.001 et. seq., it: (a) does not boycott energy companies; and (b) will not boycott energy companies during the term of this Contract.

16.17 Terrorist Organizations Certification. The Vendor represents and warrants to the District that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization, as designated by the United States Secretary of State, under section 2252.153 of the Texas Government Code, or any list prepared and maintained under Sections 806.051 or 807.051 of the Texas Government Code.

16.18 Certain Foreign-Owned Companies Certification. The Vendor represents and warrants to the District that if under this Contract Vendor is granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes, under Section 2275.0102 of the Texas Government Code, that Vendor nor its parent company, or any affiliate of Vendor or its parent company, is (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country.

16.19 Abortion Provider Certification. The Vendor represents and warrants to the District that Vendor is not an abortion provider or an affiliate of an abortion provider as defined under Section 2273.001 under the Texas Government Code and pursuant to Chapter 2273 of the Texas Government Code.

16.20 Website Accessibility Compliance. Vendor warrants to the extent applicable that it will comply and provide access to District's electronic information, including the District's website, for individuals with disabilities in accordance with all applicable laws, including but not limited to the American's with Disabilities Act ("ADA"). The Vendor acknowledges and understands that Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act require that individuals with disabilities seeking information or services from the District must have access to and use of information and data that is comparable to the access and use by any other member of the public who are not individuals with disabilities and this requirement extends to any and all web-based services, applications, or other technology that is acquired, contracted, or otherwise made available by the District to its students, staff, and/or community members. Vendor further warrants that any web-based services, applications, or other technology that is acquired, contracted, or otherwise made available by the District to its students, staff, and/or community members meets or exceeds the Web Content Accessibility Guidelines (WCAG) version 2.2, level AA criteria. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Vendor further agrees to indemnify and hold harmless District from any claims arising out of Vendor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

16.21 No Conflict. Vendor represents and warrants to the District that no individual serving on the District's Board of Trustee's: (a) has a substantial interest in Vendor or in a subcontractor of Vendor; (b) is related in the second degree by consanguinity or affinity, as determined by Chapter 573 of the Texas Government Code to, an individual who has a substantial interest in Vendor or in a subcontractor of Vendor; or (c) has received or been promised a gift or in-kind services of more than \$250 in connection with this Contract or award thereof. For purpose of this paragraph, an individual has a substantial interest in Vendor [or subcontractor of Vendor, as applicable] if: (i) the individual owns more than 10% of the voting interest in Vendor [or subcontractor of Vendor, as applicable], or (ii) the individual has a direct or indirect participating interest by shares, stock, or otherwise, regardless of whether voting rights are included, of more than 10% of the profit, proceeds, or capital gains of Vendor [or subcontractor of Vendor, as applicable].

16.22 No Abuse. Vendor represents, covenants, and warrants to the District that, as a service provider to the District within the meaning of Section 22A.001 of the Texas Education Code, no individual employed by or working for Vendor or any subcontractor of Vendor, who is expected to provide any services under this Agreement at facilities of the District, has ever been involved in any of the matters described in Section 22A.055(a)(1)-(5) of the Texas Education Code except as disclosed to the District prior to execution of this Agreement by a document entitled "Section 22A.055 Disclosure" or in the affidavit described in the next sentence. Vendor has executed and delivered to the District a pre-service affidavit as described in Section 22A.055(a) of the Texas Education Code as well as consents for release of employment records by any individual employed by or working for Vendor who is expected to provide any services under this Contract at facilities of the District.

16.23 Prohibition on Diversity, Equity, and Inclusion. Except as required by state and federal law, Vendor represents, covenants, and warrants to the District that, as a contractor to the District within the meaning of Section 11.005 of the Texas Education Code, Vendor will not engage in diversity, equity, and inclusion duties at, for, or on behalf of the District. Vendor Acknowledges that Vendor has received a physical and electronic copy of the policy and procedure described in Section 11.005(c) of the Texas Education Code. District Board Policy CJ (Legal) and (Local).

16.24 E-Signatures. This Contract may be executed in two or more counterparts, each of which are deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Contract transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves

the original graphic and pictorial appearance of the Contract, have the same effect as physical delivery of the paper document bearing the original signature.

16.25 Entire Contract/Modification. **THIS CONTRACT IS THE FINAL, COMPLETE, AND ENTIRE CONTRACT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER AND SUPERSEDES ALL PRIOR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO MATTERS HEREIN. THIS CONTRACT MAY BE MODIFIED OR RESCINDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES TO THE CONTRACT BY AND THROUGH THEIR DULY AUTHORIZED AGENTS. Changes to this Contract may only be made by mutual written agreement of the parties, which must contain the authorized signature of the District's Superintendent or the President of the District's Board of Trustees.** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. In the event of any conflict between this Contract and the General Terms and Conditions of the contract attached to the Solicitation Document, the terms of this Contract shall control.

[Signatures on next page]

BY

BY


BY

EXECUTED as of the ____ day of _____, 2026.

EL PASO INDEPENDENT SCHOOL
DISTRICT:

By: _____
Dr. Brian Lusk, Superintendent

APPROVED AS TO FORM:

By: 


Jeanne C. Collins, General Counsel
Signed: Monday, May 4, 2026

ADDRESS FOR NOTICE:

El Paso Independent School District
Attn: Superintendent
1014 N. Stanton Street
El Paso, Texas 79902

With Copy to:
General Counsel
El Paso Independent School District
1014 N. Stanton Street
El Paso, Texas 79902

VENDOR: DECISION TREE, INC.:

By: 

Richard B. Lawson, Vice President

ADDRESS FOR NOTICE:

Decision Tree Inc.
306 Thunderbird Dr.
El Paso, TX 79912

EXHIBIT "A"
Goods to Be Delivered and Pricing

If Delivery By Unit Pricing:

Item Description	Unit	Units Required	Price Per Unit	Total Price
Bulk Enterprise Standard Support	CPES-SS-STANDARD	1	\$0.00	\$0.00
Advanced Protect Anti-Phishing, including URL inspection and file sandboxing and sanitization (CDR), for incoming and internal Office 365 and Google Suite emails for 1 year	CP-HAR-EC-ADV-EMAIL-STU-REN-1Y	36,270	\$0.00	\$0.00
Anti-Phishing, Anti-Malware and Data Loss Prevention (DLP) protection for incoming, internal and outgoing Office 365 and Google Suite emails, as well as collaboration applications (OneDrive, Google Drive, Teams, Slack and more) for 1 year	CP-HAR-EC-COMP-EMAIL-APPS-REN-1Y	4,000	\$26.00	\$104,000.00
Browser-Based DLP for Harmony Endpoint - Including Upload & Download Files Scanning, Clipboard Control, and GenAI Security (Preview). 1 year subscription	CP-HAR-EP-DLP-REN-1Y	6,580	\$2.02	\$13,291.60
Harmony Email And Collaboration Light Users - Advanced Protect (Email And Applications) For 1 Year	CP-HAR-EC-ADV-EMAIL-APPS-LIGHT-REN-1Y	2,000	\$5.67	\$11,340.00
Harmony Endpoint Complete - Including Data Protection, Sandboxing, Web Protection, Attack Investigation, Threat Prevention, Access Control and Threat Intelligence, for 1 year	CP-HAR-EP-COMPLETE-REN-1Y	1	\$47,975.00	\$47,975.00

CloudGuard SaaS WAF Advanced Baseline Package (1 QTY = 12M Requests per year; 1M Requests per month)	CP-CGAS- SAAS-ADV- BASE-Y	10	\$932.00	\$9,320.00
			Total	\$185,926.60

Other Description of Goods To Be Delivered: See Exhibit "B".

EXHIBIT “B”
Scope of Services and Deliverables

Scope of Services:

Place(s) of Provision of Services:

District at 1014 N. Stanton St., El Paso TX 79902 and Districtwide

Date(s)/Period of Provision of Services:

July 01, 2026 – June 30, 2027

Description of Services:

Bulk Enterprise Standard Support

Vendor will provide District with a 1-year subscription for enterprise standard support services, including technical assistance, troubleshooting, and software updates.

Advanced Protect Anti-Phishing (Office 365 & Google Suite)

Vendor will provide District with a 1-year subscription for advanced anti-phishing protection for Microsoft 365 and Google Suite, including malicious URL inspection and file sandboxing.

Email & Collaboration Security with DLP

Vendor will provide District with a 1-year subscription for email and collaboration security, including anti-phishing, anti-malware, and Data Loss Prevention (DLP) protections.

Browser-Based Data Loss Prevention – Harmony Endpoint

Vendor will provide District with a 1-year subscription for browser-based Data Loss Prevention, including file scanning and clipboard monitoring to prevent data leaks.

Harmony Email & Collaboration Advanced Protect – Light Users

Vendor will provide District with a 1-year subscription for email and collaboration protection for light-use accounts, including anti-phishing and malware protection.

Harmony Endpoint Complete

Vendor will provide District with a 1-year subscription for endpoint security, including malware protection, web filtering, and threat prevention.

CloudGuard SaaS WAF Advanced Baseline Package

Vendor will provide District with a 1-year subscription for a cloud-based Web Application Firewall protecting up to 12 million web requests annually.

Deliverables:

Report or Other Deliverable	Expected Delivery Date
Bulk Enterprise Standard Support	07/01/26
CloudGuard SaaS WAF Advanced Baseline Package	07/01/26
Advanced Protect Anti-Phishing (Office 365 & Google Suite)	07/01/26
Email & Collaboration Security with DLP	07/01/26
Browser-Based Data Loss Prevention – Harmony Endpoint	07/01/26
Harmony Email & Collaboration Advanced Protect – Light Users	07/01/26
Harmony Endpoint Complete	07/01/26

EXHIBIT "C"
Compensation

Compensation [mark/complete one or more as applicable]:

N/A \$ _____ (Lump Sum/Fixed Price)

N/A Payable at completion.

N/A Quarterly Payments of \$ _____ beginning _____.

N/A Payable as follows:

\$ _____ on _____

\$ _____ on _____

\$ _____ on _____

N/A \$ _____ per _____, (with a not to exceed cap of \$ _____)

N/A \$ _____ per hour, (with not to exceed cap of \$ _____, based on rates below)
payable monthly based upon hours and types of Goods and Services provided and documented in invoice.

Other [please explain]: District will pay \$185,926.60 within 30 days after receipt of invoice and after satisfactory delivery and/or activation of all Goods and/or Services

Expenses: [Description]: N/A

Total Compensation for Goods and Services Permitted under this Contract: \$185,926.60

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE EFFECTIVENESS OF THIS CONTRACT IS CONDITIONED UPON THE COMPENSATION FOR THE INITIAL TERM AND ANY RENEWAL TERM BEING PROPERLY AND FULLY BUDGETED BY THE DISTRICT BOARD OF TRUSTEES IN THE 2026-2027 FISCAL YEAR BUDGET, AND ANY SUBSEQUENT BUDGET THEREAFTER, FOR RENEWAL TERMS, WITH APPROVAL BY THE DISTRICT BOARD OF TRUSTEES AS APPLICABLE. FAILURE OF THIS CONDITION PRECEDENT TO BE MET, THIS CONTRACT IS VOID.

THIS CONTRACT IS ALSO CONTINGENT UPON ITS UNDERLYING PROCUREMENT EDUCATION SERVICE CENTER (ESC) ALLIED STATES COOPERATIVE (ASC) CONTRACT #24-7480, TECHNOLOGY, HARDWARE, SOFTWARE, SERVICES AND RELATED (SUPPLEMENTAL), BEING VALID FOR THE CONTRACT TERM AND DISTRICT HAVING THE BENEFIT OF BETTER PRICING AS AVAILABLE DURING THE CONTRACT TERM.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Decision Tree Inc.
 El Paso, TX, United States

Certificate Number:
 2026-1431786

Date Filed:
 03/11/2026

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

El Paso Independent School District

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Check Point
 Software (Check Point)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Bryan De Rosa, and my date of birth is 6/23/76.

My address is 306 Thunderbird Dr., El Paso, TX, 79912, US.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in El Paso County, State of TX, on the 11 day of March, 2026.
(month) (year)

Bryan De Rosa
 Signature of authorized agent of contracting business entity
 (Declarant)

EDUCATION SERVICE CENTER REGION 19 ALLIED STATES COOPERATIVE
RFP AWARD SUMMARY

RFP TITLE: Technology, Hardware, Software, Services and Related
(Supplemental) – ESC Region 19 Allied States Cooperative

RFP NUMBER: 24-7480

RFP OPENING DATE: December 1, 2023

CONTRACT TERM: Date of award until January 31, 2025, with 2 annual extension options.
(Extended by Region 19 until January 31, 2026)
(Extended by Region 19 until January 31, 2027)

FUNDING SOURCE: Various

RFP's ISSUED: 1,329

RESPONSES: 61

ADVERTISEMENT DATES: El Paso Times – October 30, 2023 & November 6, 2023

RECOMMENDED FOR AWARD: **Abre.io**
Adjuvant Consulting, Inc.
~~**Advanced Security Contractors, Inc. (HUB)**~~ *updated 2/17/25
Rapid Fire Safety & Security LLC
~~**AGiRepair, Inc.**~~ *updated 10/20/2025
Aspire HR, Inc.
Automation Arts
AVES Audio Visual Systems Inc (HUB)
AVX (D.W. Collins Inc)
Binyod LLC
~~**Cellco Partnership d/b/a Verizon Wireless (Verizon**~~
~~**– Communications Inc.)**~~ *updated 10/28/2025
Cibus Brokerage (Michael & Lourdes Company LLC) (Nerdy
Cat Technology)
Comco Inc. (HUB)
Curipod AS
Currey Adkins LP (Currey Adkins Company)
~~**DBA University, Inc.**~~ *updated 10/20/2025
Decision Tree Inc. (HUB)
El Paso Office Products (El Paso Office Products, LLC) (HUB)
Embark Corporation
ERP Analysts, Inc.
ESEI (Electro Systems Engineers, Inc.) (HUB)
~~**Five Star Technology Solutions (James H. Benson)**~~ *updated
10/20/2025
Gamwell Technologies Inc
GoTo Communications, Inc.
Hello World CS (HW Tech Studio, Inc)
Infrastructure R&D
~~**Intelligent Technology Solutions (Teresa Ahmadi) (HUB)**~~
*updated 1/23/2024
~~**LD Products, Inc. Link Imaging LLC dba LD Products**~~ *updated 11-1-24
Learning List (HUB)
LibraryTrac
Masser Technologies (The Masser Group, Inc.)
~~**Mender (Taber Group, LLC)**~~ *updated 10/20/2025
MobyMax (MobyMax Education, LLC)
Mood Texas (Muzicom Inc)

Mountain Vector Energy
New Tech Solutions, Inc.
~~Par5 Technologies LLC (Jeffrey Parnell) (HUB)~~ *updated
 10/20/2025
Precision Solutions, LLC
~~Reflection Sciences, Inc.~~ *updated 1/12/26
Softdocs SC LLC
**Spectrum Technologies (Spectrum Imaging Technologies
 Inc.) (HUB)**
True North Consulting Group, LLC.
Tuatara Consulting Inc.
Utility Solutions Partners LLC
Yoongli LLC
TOTAL (estimated) \$100,000,000.00/year

EXPLANATIONS:

Award of this solicitation will enable ESC Region 19 - Allied States Cooperative (ASC) to establish a contract with vendor(s) for Technology, Hardware, Software, Services and Related (Supplemental) for those procurements made with federal, state or local funds. Evaluation and award recommendation were based on 70% pricing and 30% references. The awarded vendors' pricing and information can be found on the Award Detail spreadsheet. Audio Optical Systems of Austin Inc., CEV Multimedia Ltd., CompTIA (The Computing Technology Industry Association, Inc), and EPS Operations LLC (EEP-EPS Holdings, LLC) submitted a proposal however were not considered; vendors are already awarded on an existing contract better fit for their company. Brainchild (Brainchild Unlimited, Inc.), IXL Learning Inc., Lakeshore Learning Materials LLC (Lakeshore Parent, LLC), Mackin Educational Resources (Mackin Book Company), Ori Learning (SpecialNeedsWare, Inc), Playlearn USA Inc., Progress Learning LLC, Rally! Education, Renaissance Learning Inc., Santech LLC, and Teaching Strategies, LLC (UTJ Holdco, Inc.) submitted a proposal however were not considered; vendors are already awarded on an existing contract better fit for their company and do not meet the scope of work. Pyramid School Products (Pyramid Paper Company), and The Cable Source (The Cable Source Ltd. Co.) submitted a proposal however were not considered; vendors do not meet the scope of work. Intelligent Technology Solutions (Teresa Ahmadi) was removed from award for failure to submit insurance as per the bid requirements. AGiRepair Inc., DBA University, Inc., Five Star Technology Solutions (James H. Benson), and Mender (Taber Group, LLC) were removed from award for failure to submit insurance as per the bid terms. Par5 Technologies LLC (Jeffrey Parnell) requested to be removed from award when insurance was requested. Cellco Partnership d/b/a Verizon Wireless (Verizon Communications Inc.) was terminated for failure to pay administrative fees and/or report sales, per the terms of the bid. Reflection Sciences, Inc. was awarded a recent contract and therefore removed from this bid award.

**SPECIFICATIONS, PREPARATION AND
 EVALUATION PROVIDED BY:**

Rebecca Hernandez – ESC Region 19

Andrea Amiri – ESC Region 19

Patty Delgado - ESC Region 19

Special Conditions

1. This solicitation is a supplemental solicitation to 20-7359, 21-7394, 22-7429, and 23-7452. Vendors awarded on 20-7359, 21-7394, 22-7429, and 23-7452 do not need to respond to this solicitation as they are already awarded. To view the Award Summary documents to see if you are awarded on these solicitations, please go to: <http://www.alliedstatescooperative.com/contracts.php?letter=ALL>.
2. This solicitation is for all software, hardware, cloud services, licensing and any technology related items and/or services.
3. Vendors can respond with a discount from product catalog/price list as well as an hourly rate for services, if applicable.
4. This solicitation is not for a specific purchase or specific items. By earning a contract, vendors will be able to provide future products and services to any ASC members.

Approved By: _____
Dr. Armando Aguirre
Dr. Armando Aguirre
Dr. Armando Aguirre

Date: _____
January 5, 2024
October 1, 2024
October 1, 2025



EL PASO
INDEPENDENT
SCHOOL DISTRICT

MEETING DATE: JUNE 2, 2026
&NBSP; &NBSP; &NBSP; &NBSP; &NBSP; &NBSP; &NBSP; &NBSP;
&NBSP;C.&NBSP; &NBSP; &NBSP; &NBSP; &NBSP; &NBSP;
&NBSP; PURCHASES REQUIRING BOARD APPROVAL

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:

Approval of Expenditures to Purchase Zendesk Software from Decision Tree, Inc., Utilizing Education Service Center Region 19 Allied States Cooperative Contract #24-7480, Technology Solutions Products and Services (Supplemental) (Budgeted General Operating Funds - \$392,400.00)

JUSTIFICATION STATEMENT:

To provide for the continued use of the Zendesk work order ticketing system and provide quality customer service to both internal and external customers

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBLE: David Bates, Deputy Superintendent Operations and Support Systems; Haydee Pena, Executive Director Procurement and School Resources

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:

The Interlocal Cooperative Agreement is one (1) of seven (7) approved purchasing methods allowed under the Texas Education Code, Section 44.031. Board Policy CH (Local) states, "The Board delegates to the Superintendent the authority to make single, budgeted purchases of goods and services that cost up to \$100,000.00"

The Information Technology Department uses Zendesk as the primary work order ticketing system. Stakeholder requests for technology support are managed through this application. In addition, Zendesk provides analytics and reporting capabilities used by the Information Technology Department to monitor productivity in meeting the District's needs. Zendesk is a platform to centralize communications, streamline support requests, and enhance accountability and engagement with District end-users. The platform features will allow for effective tracking and resolution of issues, building a comprehensive knowledge base, and improving service quality across the District. This scalable and flexible tool will adapt to the District's evolving needs promoting efficiency and satisfaction among all stakeholders, and potentially boosting educational outcomes.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board approve the expenditures to purchase Zendesk Software from Decision Tree, Inc., utilizing Education Service Center Region 19 Allied States Cooperative Contract #24-7480, Technology Solutions Products and Services (Supplemental), in the amount of \$392,400.00, as presented, subject in part to approval of the 2026-2027 preliminary budget.

FUNDING SOURCE: Budgeted General Operating Funds **ACCOUNT NO.:** 199.53.6397.911.99.288.911

FISCAL IMPACT AND COST:

\$392,400.00 (FY 2026-2027)

IMPACT ON OTHER FUNCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

August 1, 2026 - July 31, 2027

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

[Contract - Decision Tree - Zendesk Signed.pdf](#)

[CIP Form 1295.pdf](#)

[Purchasing Coop Information.pdf](#)

VENDOR CONTRACT
(Goods and Services)

THIS VENDOR CONTRACT FOR GOODS AND SERVICES ("this Contract") is between DECISION TREE, INC. (the "Vendor") and the EL PASO INDEPENDENT SCHOOL DISTRICT ("District"). The Effective Date of this Contract is August 1, 2026 regardless of when executed. For and in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **Term.**

1.1 **Term.** The term of this Contract shall be for a period from August 1, 2026 through July 31, 2027 [with 0 year(s) annual renewal(s)], unless earlier terminated in accordance with this Contract. Annual renewals, if any, shall be at the sole discretion of the District.

1.2 **Non-Appropriation.** In the event the Contract is awarded for a term greater than one year or extending beyond the District's current budget period, it will be subject to approval at the commencement of each of the District's budget years. Vendor agrees that the District has the continuing right to terminate this Contract without notice at the end of a District budget period in which funds for this Contract are not appropriated. Vendor shall not be entitled to receive payments or amounts under the Contract in excess of the amounts appropriated for the then-current budget period of District.

2. **Cancellation/Termination.**

2.1 **Termination.** This Contract may be terminated as follows: (a) by either party in the event of material breach of this Contract by the other party which continues more than thirty (30) days after written notice of default from the non-breaching party to the breaching party; or (b) by the District at its option: (i) if Vendor fails, as determined by the District's representative, to satisfactorily perform the duties set out in this Contract, comply with any covenant herein required or breach any warranty provided herein; becomes insolvent, files or has filed against it a petition in bankruptcy, proposes or accomplishes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors; (ii) if a receiver, trustee, custodian, or similar agent is appointed or takes possession of any property or business of Vendor; (iii) if, at the expiration of each District budget period occurring during the term of this Contract, funds for this Contract are not appropriated as provided in Section 1.2 above; or (iv) with or without cause upon thirty days prior written notice from the District to Vendor. In the event of early termination of the Contract for any reason, the total compensation which may be claimed by Vendor under this Contract shall be limited [subject to other limitations in this Contract or applicable law] to the payment for the conforming goods and/or services timely provided by the date of termination.

2.2 **Effect.** Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Contract, Vendor shall submit to District its claims, in detail, for the monies owed by District for services satisfactorily performed or goods delivered and accepted under this Contract through the effective date of termination. **Failure by Vendor to submit its claims within forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Vendor of any and all right or claims to collect monies that Vendor may rightfully be otherwise entitled to for services satisfactorily performed or goods delivered under this Contract.** Regardless of how this Contract is terminated, Vendor shall effect an orderly transfer to District or to such person(s) or firm(s) as the District may designate, at no additional cost to District. Upon the effective date of expiration or termination of this Contract, Vendor shall cease all operations of services being performed or delivery of goods by Vendor, or any of its subcontractors, pursuant to this Contract. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Vendor, in connection with the services rendered by Vendor under this Contract, regardless of storage medium, shall be transferred to District. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Vendor's sole cost and expense. Payment of compensation due or to become due to Vendor is conditioned upon delivery of all such documents.

3. **Right to Assurance.** Whenever the District in good faith has reason to question the Vendor's intent to perform, the District may demand that the Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five business (5) days, the District may treat this failure as an anticipatory repudiation of the Contract.

4. **Remedies.** In the event of default of this Contract by Vendor, the District shall have all of, and may exercise one or more of, the following rights and remedies: (a) the right to recover damages; (b) the right to seek injunctive relief; (c) the right to seek declaratory relief; (d) the right to off-set and/or retain from payments otherwise due to Vendor damages, fees, and costs sustained or incurred by the District in connection with such breach; (e) the right to terminate this Contract as provided herein; and (f) any of its rights and remedies in law or equity. In no event shall District's action of terminating this Contract, whether for cause or otherwise, be deemed an election of District's remedies, nor shall such termination limit, in any way, at law or at equity, District's right to seek damages from or otherwise pursue Vendor for any default hereunder or other action.

5. **Force Majeure.** If by reason of Force Majeure (i.e. acts of God, strikes, lockouts, or other industrial disturbances, etc.), either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

6. **Goods and Services to Be Delivered.**

6.1 **Delivery, Packaging and Acceptance of Goods.**

A. Vendor agrees to provide the goods listed and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes [or any subsequent goods required to be delivered to the District under this Contract] (collectively, the "Goods"). Unless otherwise stated in Exhibit "A", the Goods shall be delivered in accordance with the following Standard Delivery Terms:

(i) F.O.B. District's James Gamble Facility, 4900 Woodrow Bean Drive, El Paso, Texas 79924.

(ii) Goods will be packed in accordance with good commercial practice and in a manner which will facilitate securing the lowest transportation costs, conform to requirements of common carriers and any applicable specifications. Each shipping container shall be clearly and permanently packed and identified with: (a) Vendor's name and address; (b) if applicable, consignee's name, address and purchase order and bid number; (c) container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Vendor shall bear cost of packaging unless otherwise provided. The District's count or weight determination shall be final and conclusive on shipments not accompanied by packing slips/lists. The Goods will be delivered with an Operator's Manual and a Maintenance and Parts Manual, if one exists.

(iii) The District assumes no liability for Goods delivered in damaged or in unacceptable condition. The Vendor shall handle all claims with insurance carriers, and in the event that Goods are damaged in transit shall ship replacement Goods immediately upon notification by the District of damage. Delivery will be made between the hours of 8:00 a.m. and 3:30 p.m. (MDT/MST) unless otherwise specified by the District in writing. Vendor is not authorized to ship the Goods under reservation and no tender of a Bill of Lading will operate as a tender of Goods. The District shall have the right to inspect the Goods at delivery before accepting them and no Goods will be accepted until written acceptance is provided by authorized District Representative. Any written warranties will commence upon acceptance of the Goods by the District.

(iv) Repair and Replacement Information. As the situation requires, the Vendor shall provide alternative quotes for both repair and replacement of any damaged Goods, if appropriate to the request. In the event the cost of repair is equal to or greater than seventy-five percent (75%) of the price of a new item, Vendor shall provide a written recommendation to the District representative regarding the relative merits of repair or replacement of the item. Failure to adhere to these requirements may be grounds for the termination of the Contract.

6.2 Delivery of Services and Standard of Care.

A. Delivery. Vendor agrees to provide the services listed and described in Exhibit "B," which is attached hereto and incorporated herein by reference for all purposes (collectively, the "Services"). Nothing contained in this Contract shall require District to pay for any unsatisfactory Services, as determined by District's representative, or for work that does not comply with the terms of this Contract.

B. Standard of Care. If the Services are performed by a non-professional Vendor, Vendor represents, covenants, and warrants that it will devote its good faith, best efforts in provision of the Services and will provide the Services with reasonable care and skill and in a good and workmanlike manner. If the Services are considered Professional Services, the Vendor further represents, covenants and warrants that it will provide the Services using the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locale. Services will be provided in a manner consistent with industry standards and will conform to the required specifications set out herein, and shall be delivered in compliance with all applicable laws, rules, regulations, procedures and consistent with industry standards.

6.3 Warranties for Goods and Services.

A. Express Warranties. Vendor expressly represents, warrants and covenants, that:

(i) Vendor will devote its good faith, best efforts in provision of the Goods and/or Services.

(ii) Vendor has and will retain sufficient financial condition, working capital, experience, expertise, personnel, licenses, certifications, and authority to provide the Goods and/or Services, that it will provide copies of its licenses and certifications to the District upon request, and will comply with the vendor ethics policies of the District.

(iii) The Goods furnished conform with the specifications, drawings, descriptions and that the Services promised will adequately address the Scope of Services set forth in the Contract and its exhibits, the District's Request for Proposal, Request for Competitive Sealed Proposal or other solicitation for the Goods and/or Services contracted for herein (the "Solicitation Document"), and to any sample(s) furnished by Vendor, if any, in connection with the Contract or in response to the District's Request for Proposal.

(iv) The Goods and/or Services shall be delivered in compliance with all applicable laws, rules, and regulations, with District policies and procedures, and consistent with industry standards.

(v) In the event of a conflict between the specifications, drawings and descriptions of Goods to be provided, the specifications shall govern. In the event of a conflict between the Solicitation Document and the Contract, the Contract shall prevail.

(vi) All Goods are new and the quality of the Goods is consistent with or better than industry standard.

B. Implied Warranties.

(i) The Goods comply with all implied warranties, including but not limited to, the implied warranty of merchantability and fitness for the particular purpose for which they were

obtained. The Vendor agrees to provide the Services agreed to herein in a good and workmanlike manner.

(ii) No implied warranties for Goods and/or Services or provided in connection with this Contract are waived modified or excluded by any provision of this Contract, or any terms and conditions included in any document prepared by the Vendor, and any provision so intended, or interpreted shall be treated as void *ab initio*.

C. **Safety Warranty and Provision of Material Safety Data Sheets.** As applicable, the Goods supplied to the District under this Contract shall conform to applicable standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act ("OSHA") of 1970. In the event the Goods do not conform to OSHA standards, the District will be permitted to refuse or return the non-conforming Goods for correction or replacement at the Vendor's expense. Where Goods to be delivered under this Contract require the maintenance of Material Safety Data Sheets ("MSDS"), a copy of the relevant MSDS will be made available to the District's representative prior to delivery of the relevant Goods.

6.4 **No Warranties by District.** No review, consent, or approval by the District of any documents prepared by Vendor shall constitute a representation or warranty by the District of the legality, suitability, or quality of the same or content thereof.

6.5 **Reservation of Rights.** The District reserves the right to use its own staff or any other third-party to provide the same or similar goods and/or services to the Goods and/or Services described herein.

7. **Tax Exemption.** The District is exempt from Federal Excise, State or City Sales Tax under State Law and such obligations are included in the price under this Contract. The District will furnish a tax exemption certificate, if required.

8. **Invoicing and Payment.** Compensation to Vendor is set forth on Exhibit "C," attached hereto and incorporated herein. Except as otherwise provided in Exhibit "C," Vendor shall invoice the District on or before the thirtieth (30th) day of each month, for the portions of the Goods delivered and accepted and/or Services performed during the preceding month at rates set forth on Exhibit "C." Reimbursable Expenses are included in the hourly rate or not to exceed pricing for Services unless specifically excluded. If excluded, Reimbursable Expenses will be itemized separately and documented by receipts for invoicing purposes. Invoices for Goods and/or Services shall not include Federal Excise, State or City Sales Tax for which an Independent School District is exempt under State law. The District shall furnish a tax exemption certificate, if required. The aggregate compensation from the District to Vendor for the Goods and/or Services shall not exceed the maximum figures stated in Exhibit "C." Vendor shall not be entitled to receive payments or amounts under the Contract in excess of the amounts appropriated for the then-current budget period of the District. The District shall make payment to the Vendor for amounts determined to be properly due, not later than thirty (30) days after its receipt of the Vendor's invoice or as required by the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code) or its successor. The maximum interest rate on any past due payments by the District to Vendor shall be limited to the rate provided by Section 2251.025 of the Texas Government Code or its successor. The District shall not be required to make any payments to Vendor at any time Vendor is in default under this Contract.

9. **Confidential/Proprietary Information.**

9.1 **Confidential Information/Materials.** Vendor understands that, during the term of this Contract, Vendor will have access to certain information belonging to the District and designated as confidential by the District or not generally known by non-District personnel (collectively, the "Confidential Information"). During the term of this Contract and at all times thereafter, Vendor shall not, without the prior written consent of the District, do any of the following, directly or indirectly: (a) use any of the Confidential Information for Vendor's own purposes or for the purposes of any person or entity other than the District; and/or (b) disclose any of the Confidential Information to any third party, except as reasonably and in good

faith required in connection with performance of this Contract by Vendor. Vendor further shall take all steps necessary to prevent disclosure of Confidential Information by any other person or entity, during the term of this Contract and at all times thereafter, without the prior written consent of the District. All data, disks, lists, financial records, other records, documents, property, information, specifications, and materials of the District relating to the Goods and/or Services provided to Vendor during the term of this Contract, as well as all copies thereof (collectively the "Materials"), shall be and remain the sole and exclusive property of the District. None of the Materials shall be retained by Vendor, or shall be transmitted to anyone at any time, either now or in the future, except as reasonably and in good faith required in connection with performance of this Contract by Vendor. Upon termination of this Contract, or upon request by the District, Vendor shall promptly return the Materials to the District. The Materials are included within the definition of Confidential Information. Vendor further agrees that, if it receives information or records concerning any student, it shall not disclose the same, except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA.

9.2 **Intellectual Property Rights.** If Vendor, as part of the delivery of the Goods and/or Services, will be working with the District, [all references to Vendor and District in this paragraph shall include their respective agents, employees and representatives], to create and/or develop materials or other work products, including visual, audio, written and graphic material (the "Resulting Work Product") for which the Vendor will receive any consideration provided for in this Contract, the Resulting Work Product (including all of Vendor's contributions to the creation or development of the Resulting Work Product), and any state or federal trademark rights, copyrights, patents or other intellectual property rights associated with the Resulting Work Product (collectively, the "Intellectual Property Rights") will at all times remain the exclusive property of the District. Vendor agrees to assist the District in any way necessary, including executing any assignments or other documents, required to document the District's ownership rights in the Resulting Work Product and the associated Intellectual Property Rights, as applicable; including taking any action necessary for the District to secure state or federal registration of its Intellectual Property Rights in the name of the District. No separate or additional consideration, other than the consideration paid under this Contract, will be provided by the District for any provision of any assignments or conveyance of the Resulting Work Product, or of Intellectual Property Rights associated with the Resulting Work Product. The Vendor shall assure that its authorized subcontractors or agents, not under its control as employees, are aware of this provision and are contractually bound thereby.

10. **Vendor Records and Retention.** The District or its authorized representative shall be afforded unrestricted access to and be permitted to inspect and copy all of the Vendor's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Vendor shall preserve all such records for a period of five (5) years, after the District makes final payment and all other pending matters are closed, or for such longer period as may be required by law, after final payment under this Contract, including any extension thereof. To the extent that the requirements of 2 CFR § 200.333 apply to the Contract, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award, must be retained for the Vendor for only the period required by 2 CFR § 200.333 and the five (5) year requirement of this provision shall apply to all other documents. If no federal funds are expended by the District for the Contract, the five (5) year retention requirement provided herein will apply.

For a Contract involving at least \$1 million in Goods/Services, the following provision shall apply: Vendor shall preserve for the duration of this Contract all "contracting information" within the meaning of Texas Government Code Section 552.003(1-a) et. seq. relating to this Contract (the "Contracting Information") as provided by the records retention requirements applicable to the District. Vendor shall provide to the District, upon its request, any Contracting Information that is in the custody or possession of Vendor. Upon completion of this Contract, Vendor shall either provide at no cost to the District all Contracting Information in the custody or possession of Vendor or instead preserve all Contracting Information as provided by the records retention requirements applicable to the District. Pursuant to Texas Government Code Section 552.372(b), the following notice is given to Vendor: The requirements of Subchapter J, Chapter 552,

Government Code, may apply to this Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that Subchapter.

11. Indemnification.

11.1 General Indemnification. Vendor agrees to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** the District and its trustees, officers, agents, representatives and employees (collectively, the “Indemnified Parties”) from and against, any and all claims, causes of action, liability, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney’s fees and costs of defense), proceedings, actions, demands, and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may arise out of or be caused by the negligent or intentional act, error, or omission of Vendor, or that of its agent, officer, representative, employee, or sub-consultant (collectively “Vendor Affiliate”) while in the exercise or performance of the rights or obligations under this Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the Indemnified Parties, in instances where such negligence causes personal injury, death, or property damage. In the event Vendor and/or a Vendor Affiliate and any Indemnified Party are found jointly liable by a Court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the District, its employees/officials under Texas law and without waiving any defenses of District its employees/officials under the Texas Tort Claims Act or other Texas law. Vendor shall promptly advise District, in writing, of any claim or demand against an Indemnified Party, Vendor and/or a Vendor Affiliate known to Vendor, related to or arising out of activities of Vendor and/or a Vendor Affiliate under this Contract. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

11.2 Intellectual Property Rights Indemnification. Vendor shall **INDEMNIFY, DEFEND, AND HOLD HARMLESS** the District, its elected officials, employees, officers, and representatives harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees) for infringement of any patent, copyright or similar property right including, but not limited to, misappropriation of trade secrets and any infringement by Vendor and its employees and consultants, in connection with any license provided, any deliverable or any Service furnished hereunder, and used by either the District or Vendor within the scope of this Contract (unless said infringement results directly from Vendor’s compliance with District’s written standards or specifications).

11.3 Defense Counsel. In connection with any indemnification obligation in this Section 11, District, in its sole discretion shall have the right to approve or select defense counsel to be retained by Vendor in fulfilling its indemnity obligation hereunder, unless such right is expressly waived by District in writing. District reserves the right to provide a portion, or all of its own defense, at its own expense; however, District is under no obligation to do so. Any such action by District is not to be construed a waiver of Vendor’s obligation to defend District or a waiver of Vendor’s obligation to indemnify District pursuant to this Section. Vendor shall retain District-approved defense counsel within seven (7) business days of District’s written notice that District is invoking its right to indemnification under this Contract. If Vendor fails to retain counsel within such time period, District shall have the right to retain defense counsel on its own behalf, and Vendor shall be responsible for all costs incurred by District until such time as the Vendor provides a defense.

11.4 Indemnity Survival. The provisions of this Section 11 are solely for the benefit of the parties hereto, and not intended to create or grant any rights, contractual or otherwise, to any other person or entity and the obligations herein shall survive the termination or expiration of this Contract.

12. Work On School District Campuses.

12.1 Notice Before Entry During School Hours and Decorum on District Campuses. Vendor acknowledges that work may be performed in connection with an educational facility that is currently occupied and in use. It is imperative that Vendor’s deliveries and/or performance of Services not interfere

with, interrupt, disturb, or disrupt District's normal operations or facilities. During school hours, when entry is not made on an emergency basis, Vendor shall notify the District in advance and arrange an escort for Vendor's representative.

12.2 **Compliance with Campus Rules.** Vendor agrees to and shall comply with all rules, regulations and requirements of the District and the school campus on which work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of District. Vendor recognizes the ongoing school activities in proximity with its onsite activities shall result in the need for prompt and effective coordination of its Services with those involved in the ongoing use of the premises. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Vendor shall be responsible for the actions of its employees and its subcontractors. The Vendor recognizes the site is a public-school campus, and will prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the site and shall require adequate dress of the Vendor's forces consistent with the nature of the work being performed.

13. **Criminal Background Checks.** Vendor shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, District Board Policy CH (Legal) and (Local), and other policies and administrative requirements relating to or arising from such statute and rule(s); shall ensure that no covered employee of Vendor or of any subcontractor [if authorized] with a disqualifying criminal history performs Services under the award at or for the District; and shall timely provide written certifications thereunder in such form and substance as requested by the District. Vendor understands that any failure to comply with the requirements of this Section may be grounds for termination of its Contract with the District.

14. **Relationship.** **This Contract does not constitute a joint venture or partnership of any kind between the parties hereto. In addition, the parties expressly understand and agree the provision of Goods and/or Services is and shall be considered independent contractor work performed by Vendor, using Vendor's own talents, contacts, tools, vehicles, and equipment, and that nothing in this Contract in any way creates an express or implied contract of employment between the District and Vendor. Vendor is not and shall not be an employee of the District for any purpose. Vendor is exclusively responsible for all administrative matters relating to its status hereunder or the Goods and/or Services, including without limitation, travel, lodging, and other expenses, any withholding and payment of all federal, state and local income taxes, FICA, FUTA, or other employment-related taxes, workers' compensation insurance, fringe benefit programs, or other benefits of any kind. Vendor represents that it is an independent contractor providing goods and/or services for hire similar to the Goods and/or Services to the general public, that it has full authority and capacity to enter into this Contract and provide the Goods and/or Services, and that execution or performance of this Contract by Vendor shall not violate any other agreement or covenant or any law.**

15. **Federal Edgar Provisions.** Vendor acknowledges in the event federal funds are used to fund the Goods and/or Services delivered under the Contract, Vendor will abide by all applicable federal laws, rules, and regulations, executive orders, and policies, procedures and directives applicable to the Contract, including but not limited to the following:

15.1 **Contractual Remedies.** Vendor agrees that it will comply with all administrative, contractual, legal remedies, sanctions, and penalties for violation or breach that are included in this Contract.

15.2 **Wage and Hour Requirements.** To the extent this Contract involves the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), which requires Vendor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. This provision will not apply to the District's purchases from Vendor of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

15.3 Clean Air Act and EPA. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 -7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387) and agrees to promptly notify the District of any violation.

15.4 Debarment and Suspension. Vendor has certified that neither the Vendor nor its principals were listed on the government-wide exclusions in the System for Award Management ("SAM") that neither the Vendor nor its principals are debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549 at the time this Contract was executed. Vendor further agrees on behalf of itself and its principals, to immediately provide written notification to the District if, at any time following execution of this Contract, Vendor or one of its principals learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, or if Vendor or one of its principals is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Failure to notify the District of erroneous information within five (5) business days of change in circumstances shall be grounds for immediate termination, but termination of Vendor shall not be an election of remedy by the District.

15.5 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352. Vendor confirms its certification to the District that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. Vendor further certifies that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Vendor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., providing administrative remedies for false statements, apply to this certification and disclosure, and that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Finally, Vendor agrees that it will require the language of this certification be included in the award documents for all lower-tier contractors it hires, and that it will ensure all subcontractors make the same certification in connection with work done under the Contract. The certification in this Section is a material representation of fact upon which the District has placed its reliance.

15.6 Compliance with Mandatory Provisions of State Energy Conservation Plan. Vendor shall comply with the all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201), if any.

15.7 Compliance with Solid Waste Disposal Act. If the District purchased the same item or items from the Vendor under this Contract, which were purchased by the District during the preceding fiscal year, and the prior purchase exceeded \$10,000, Vendor agrees that it will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable, and that it will provide information and certifications required by the District confirming estimates and otherwise evidencing such compliance.

15.8 Equal Employment Opportunity Clause. Vendor represents, warrants and certifies that, during the performance of the Contract:

A. it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination;

B. it will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;

C. it will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Vendor's legal duty to furnish information;

D. it will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

E. it will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor;

F. it will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders;

G. in the event of Vendor's non-compliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law; and

H. it will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction, the Vendor may request the United States to enter into such litigation to protect its interests.

15.9 Termination for Convenience. Notwithstanding any provision to the contrary contained in this Contract, if federal funds are used to fund the purchase represented by this Contract, the District reserves the right to terminate this Contract for convenience. In such event, the District agrees it will be responsible for all legitimate charges with respect to periods prior to the termination.

16. Miscellaneous.

16.1 Assignment/Delegation. Without the prior written consent of the other party, no party shall have right or power to assign this Contract in whole or in part, or to delegate or sub-contract any duties hereunder in whole or part. Any attempted assignment or delegation by Vendor shall be wholly void and ineffective for all purposes unless made in the conformity with this paragraph.

16.2 Governing Law and Venue. **THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND IS PERFORMABLE IN EL PASO COUNTY, TEXAS.**

16.3 No Waiver of Immunity. The District reserves, and does not waive, its rights of sovereign/governmental immunity and similar rights, immunities and rights of its officials and employees, under the Texas Tort Claims Act. Nothing herein shall be a consent to suit.

16.4 No Third-Party Beneficiaries. This Contract, and every provision thereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No term or provision of this Contract shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Contract.

16.5 Context. Wherever the context shall require, the singular shall include the plural, and the male gender shall include the female gender and the neuter, and vice versa.

16.6 Attorney's Fees. In the event that either party brings an action to enforce or interpret any provision of this Contract, the prevailing party will be entitled to recover its costs and expenses including, without limitation, reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it shall be entitled to receive, as determined by the trier of fact in such dispute.

16.7 Waiver. No waiver, change, modification or discharge by either party hereto of any provision of this Contract shall be deemed to have been made or shall be effective, unless expressed in writing and signed by the party to be charged. A waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this Contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

16.8 Severability. Any provision, or part thereof, of this Contract held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Contract and the effect thereof shall be confined to the provision, or part thereof, so held to be invalid or unenforceable.

16.9 Time of Essence. Time is of the essence with respect to Vendor's obligations hereunder.

16.10 Public Records. Records relating to this Contract may be subject to disclosure pursuant to the Texas Public Information Act f/k/a Open Records Act, Section 552.001 et. seq. of the Texas Government Code. To the extent any of the Goods and/or Services under this Contract involve the exchange or creation of Public Information as defined by such Act, the Vendor shall make any such information, not otherwise

exempted from disclosure under such Act, available in writing and electronically in Microsoft Word, Microsoft Excel and or Adobe Acrobat.

16.11 Notices. All notices to a party under this Contract shall be provided by certified mail, return receipt requested, to the address set forth for the respective party beneath its signature block in this Contract, or such other address as later provided by a party through written notice to the other party.

16.12 Advertising. Vendor shall not advertise or publish, without the District's prior consent, the fact that the parties have entered into this Contract, except to the extent necessary to comply with proper requests for information from a representative of the federal, state, or local government.

16.13 Right to Audit and Records Access. The District, or its authorized representative (including Texas Education Agency and the Comptroller General), shall be given reasonable access to records and rights to perform audits by the District's own personnel and/or an outside firm of consultants/auditors, in order to investigate the District's claims, the Services, and/or evaluate the performance of the Vendor. The Vendor agrees to provide full cooperation during this process. Performance of these functions shall be conducted with proper notification per customary industry standards. Vendor agrees to maintain all required records and give the District, or its authorized representative, reasonable access to the records and rights to perform audits for five (5) years after the District makes final payment and all other pending matters are closed.

16.14 Israel Certification. Pursuant to Texas Government Code Chapter 2271, if this Contract is valued at \$100,000 or more and if the Vendor has at least ten (10) full time employees, then the Vendor represents and warrants to the District that the Vendor does not boycott Israel and will not boycott Israel during the term of this Contract. Vendor means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. Vendor does not include a sole proprietorship.

16.15 Firearms Certification. The Vendor represents, warrants, and covenants to the District that the Vendor: (a) does not have any practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate against a firearm entity or firearm trade association during the term of this Contract. For purposes of this provision, the terms "firearm entity", "firearm trade association" and "discriminate against a firearm entity or a firearm trade association" shall have the same meaning as set forth in Government Code Section 2274.001 et. seq.

16.16 Energy Company Certification. The Vendor represents, warrants, and covenants to the District that the Vendor, within the meaning of Texas Government Code Sections 809.001 and 2276.001 et. seq., it: (a) does not boycott energy companies; and (b) will not boycott energy companies during the term of this Contract.

16.17 Terrorist Organizations Certification. The Vendor represents and warrants to the District that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization, as designated by the United States Secretary of State, under section 2252.153 of the Texas Government Code, or any list prepared and maintained under Sections 806.051 or 807.051 of the Texas Government Code.

16.18 Certain Foreign-Owned Companies Certification. The Vendor represents and warrants to the District that if under this Contract Vendor is granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes, under Section 2275.0102 of the Texas Government Code, that Vendor nor its parent company, or any affiliate of Vendor or its parent company, is (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country.

16.19 Abortion Provider Certification. The Vendor represents and warrants to the District that Vendor is not an abortion provider or an affiliate of an abortion provider as defined under Section 2273.001 under the Texas Government Code and pursuant to Chapter 2273 of the Texas Government Code.

16.20 Website Accessibility Compliance. Vendor warrants to the extent applicable that it will comply and provide access to District's electronic information, including the District's website, for individuals with disabilities in accordance with all applicable laws, including but not limited to the American's with Disabilities Act ("ADA"). The Vendor acknowledges and understands that Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act require that individuals with disabilities seeking information or services from the District must have access to and use of information and data that is comparable to the access and use by any other member of the public who are not individuals with disabilities and this requirement extends to any and all web-based services, applications, or other technology that is acquired, contracted, or otherwise made available by the District to its students, staff, and/or community members. Vendor further warrants that any web-based services, applications, or other technology that is acquired, contracted, or otherwise made available by the District to its students, staff, and/or community members meets or exceeds the Web Content Accessibility Guidelines (WCAG) version 2.2, level AA criteria. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Vendor further agrees to indemnify and hold harmless District from any claims arising out of Vendor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

16.21 No Conflict. Vendor represents and warrants to the District that no individual serving on the District's Board of Trustee's: (a) has a substantial interest in Vendor or in a subcontractor of Vendor; (b) is related in the second degree by consanguinity or affinity, as determined by Chapter 573 of the Texas Government Code to, an individual who has a substantial interest in Vendor or in a subcontractor of Vendor; or (c) has received or been promised a gift or in-kind services of more than \$250 in connection with this Contract or award thereof. For purpose of this paragraph, an individual has a substantial interest in Vendor [or subcontractor of Vendor, as applicable] if: (i) the individual owns more than 10% of the voting interest in Vendor [or subcontractor of Vendor, as applicable], or (ii) the individual has a direct or indirect participating interest by shares, stock, or otherwise, regardless of whether voting rights are included, of more than 10% of the profit, proceeds, or capital gains of Vendor [or subcontractor of Vendor, as applicable].

16.22 No Abuse. Vendor represents, covenants, and warrants to the District that, as a service provider to the District within the meaning of Section 22A.001 of the Texas Education Code, no individual employed by or working for Vendor or any subcontractor of Vendor, who is expected to provide any services under this Agreement at facilities of the District, has ever been involved in any of the matters described in Section 22A.055(a)(1)-(5) of the Texas Education Code except as disclosed to the District prior to execution of this Agreement by a document entitled "Section 22A.055 Disclosure" or in the affidavit described in the next sentence. Vendor has executed and delivered to the District a pre-service affidavit as described in Section 22A.055(a) of the Texas Education Code as well as consents for release of employment records by any individual employed by or working for Vendor who is expected to provide any services under this Contract at facilities of the District.

16.23 Prohibition on Diversity, Equity, and Inclusion. Except as required by state and federal law, Vendor represents, covenants, and warrants to the District that, as a contractor to the District within the meaning of Section 11.005 of the Texas Education Code, Vendor will not engage in diversity, equity, and inclusion duties at, for, or on behalf of the District. Vendor Acknowledges that Vendor has received a physical and electronic copy of the policy and procedure described in Section 11.005(c) of the Texas Education Code. District Board Policy CJ (Legal) and (Local).

16.24 E-Signatures. This Contract may be executed in two or more counterparts, each of which are deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Contract transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves

the original graphic and pictorial appearance of the Contract, have the same effect as physical delivery of the paper document bearing the original signature.

16.25 Entire Contract/Modification. THIS CONTRACT IS THE FINAL, COMPLETE, AND ENTIRE CONTRACT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER AND SUPERSEDES ALL PRIOR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO MATTERS HEREIN. THIS CONTRACT MAY BE MODIFIED OR RESCINDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES TO THE CONTRACT BY AND THROUGH THEIR DULY AUTHORIZED AGENTS. Changes to this Contract may only be made by mutual written agreement of the parties, which must contain the authorized signature of the District's Superintendent or the President of the District's Board of Trustees. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. In the event of any conflict between this Contract and the General Terms and Conditions of the contract attached to the Solicitation Document, the terms of this Contract shall control.


[Signatures on next page]

EXECUTED as of the ____ day of _____, 2026.

EL PASO INDEPENDENT SCHOOL DISTRICT:

By: _____
Dr. Brian Lusk, Superintendent

APPROVED AS TO FORM:

By: 

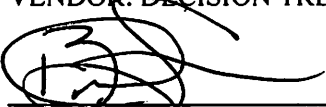
~~General Counsel~~
Signed: Thursday, May 7, 2026

ADDRESS FOR NOTICE:

El Paso Independent School District
Attn: Superintendent
1014 N. Stanton Street
El Paso, Texas 79902

With Copy to:
General Counsel
El Paso Independent School District
1014 N. Stanton Street
El Paso, Texas 79902

VENDOR: DECISION TREE, INC.

By: 

Richard Lawson, Vice President

ADDRESS FOR NOTICE:

306 Thunderbird Dr.
El Paso, Texas 79912

EXHIBIT "A"
Goods to Be Delivered and Pricing

If Delivery By Unit Pricing:

Item Description	Unit	Units Required	Price Per Unit	Total Price
Zendesk Suite – Enterprise	Per Agent	240	\$1,635.00	\$392,400.00

Other Description of Goods To Be Delivered: See Exhibit "B".

EXHIBIT “B”
Scope of Services and Deliverables

Scope of Services:

Place(s) of Provision of Services:
Districtwide

Date(s)/Period of Provision of Services:
August 1, 2026 through July 31, 2027

Description of Services:

Vendor will provide District with Zendesk, which is a district work order system. Zendesk is a platform to centralize communications, streamline support requests, and enhance accountability and engagement with District end-users. The platform features will allow for effective tracking and resolution of issues, building a comprehensive knowledge base, and improving service quality across the District. This scalable and flexible tool will adapt to the District’s evolving needs promoting efficiency and satisfaction among all stakeholders, and potentially boosting educational outcomes.

Key Services and Capabilities will include:

- **Omnichannel Ticketing System:** Centralized system for managing customer inquiries from web, mobile, email, voice, and social media in one place.
- **Advanced Routing and Workflows:** Automated workflows with skills-based routing, SLA management, and trigger conditions to streamline complex support operations.
- **Customizable Agent Workspaces:** Personalized interfaces that provide agents with relevant customer context, macros, and productivity tools.
- **AI-Powered Tools:** Integrated bots and machine learning for auto-triage, predictive insights, and automated responses to common issues.
- **Robust Self-Service Options:** Branded help centers, knowledge bases, and community forums that reduce ticket volume and empower end users.
- **Multilingual Support:** Capabilities to deliver seamless support in over 40 languages with localized content and agent interfaces.
- **Extensive Reporting and Analytics:** Real-time dashboards and customizable reports to track KPIs, customer satisfaction, agent performance, and operational trends.
- **Enterprise-Grade Security & Compliance:** SSO, encryption, audit logs, role-based access controls, and compliance with industry standards including GDPR, SOC 2, and HIP AA (with BAA).
- **Scalability & Custom Integrations:** Open API access and robust integrations with third-party applications (e.g., Salesforce, Microsoft Teams, Jira) to fit into complex IT ecosystems.

Deliverables:

Report or Other Deliverable	Expected Delivery Date
Zendesk Suite – Enterprise (Per Agent)	August 1, 2026
Zendesk Support (Ticketing System)	August 1, 2026
Zendesk Guide (Help Center & Knowledge Base)	August 1, 2026
Zendesk Chat & Messaging Channel Enhancements	August 1, 2026
Zendesk Talk (Voice Channels)	August 1, 2026
AI & Bot Automations (Answer Bot, Flow Builder)	August 1, 2026
Custom SLAs, Triggers, and Workflow Automations	August 1, 2026

EXHIBIT "C"
Compensation

Compensation [mark/complete one or more as applicable]:

N/A \$ _____ (Lump Sum/Fixed Price)

N/A Payable at completion.

N/A Quarterly Payments of \$ _____ beginning _____.

N/A Payable as follows:

\$ _____ on _____

\$ _____ on _____

\$ _____ on _____

N/A \$ _____ per _____, (with a not to exceed cap of \$ _____)

N/A \$ _____ per hour, (with not to exceed cap of \$ _____, based on rates below) payable monthly based upon hours and types of Goods and Services provided and documented in invoice.

Other [please explain]: District will pay \$392,400.00 within 30 days after receipt of invoice and after satisfactory delivery and/or activation of all Goods and Services.

Expenses: [Description]: N/A _____

Total Compensation for Goods and Services Permitted under this Contract: \$392,400.00.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE EFFECTIVENESS OF THIS CONTRACT IS CONDITIONED UPON THE COMPENSATION FOR THE INITIAL TERM AND ANY RENEWAL TERM BEING PROPERLY AND FULLY BUDGETED BY THE DISTRICT BOARD OF TRUSTEES IN THE 2026-2027 FISCAL YEAR BUDGET, AND ANY SUBSEQUENT BUDGET THEREAFTER, FOR RENEWAL TERMS, WITH APPROVAL BY THE DISTRICT BOARD OF TRUSTEES AS APPLICABLE. FAILURE OF THIS CONDITION PRECEDENT TO BE MET, THIS CONTRACT IS VOID.

THIS CONTRACT IS ALSO CONTINGENT UPON ITS UNDERLYING PROCUREMENT EDUCATION SERVICE CENTER (ESC) REGION 19 ALLIED STATES COOPERATIVE (ASC) CONTRACT #24-7480 TECHNOLOGY, HARDWARE, SOFTWARE, SERVICES AND RELATED (SUPPLEMENTAL), BEING VALID FOR THE CONTRACT TERM AND DISTRICT HAVING THE BENEFIT OF BETTER PRICING AS AVAILABLE DURING THE CONTRACT TERM.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Decision Tree Inc.
El Paso, TX United States

Certificate Number:
2026-1428853

Date Filed:
03/04/2026

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

El Paso Independent School District

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Zendesk
Software (Zendesk)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Bryan DeRosa, and my date of birth is 6/23/76.

My address is 306 Thunderbird, El Paso, TX, 79912, US.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in El Paso County, State of TX, on the 4 day of March, 2026.
(month) (year)

Bryan De Rosa
Signature of authorized agent of contracting business entity
(Declarant)

EDUCATION SERVICE CENTER REGION 19 ALLIED STATES COOPERATIVE
RFP AWARD SUMMARY

RFP TITLE: Technology, Hardware, Software, Services and Related
(Supplemental) – ESC Region 19 Allied States Cooperative

RFP NUMBER: 24-7480

RFP OPENING DATE: December 1, 2023

CONTRACT TERM: Date of award until January 31, 2025, with 2 annual extension options.
(Extended by Region 19 until January 31, 2026)
(Extended by Region 19 until January 31, 2027)

FUNDING SOURCE: Various

RFP's ISSUED: 1,329

RESPONSES: 61

ADVERTISEMENT DATES: El Paso Times – October 30, 2023 & November 6, 2023

RECOMMENDED FOR AWARD: **Abre.io**
Adjuvant Consulting, Inc.
~~**Advanced Security Contractors, Inc. (HUB)**~~ *updated 2/17/25
Rapid Fire Safety & Security LLC
~~**AGiRepair, Inc.**~~ *updated 10/20/2025
Aspire HR, Inc.
Automation Arts
AVES Audio Visual Systems Inc (HUB)
AVX (D.W. Collins Inc)
Binyod LLC
~~**Cellco Partnership d/b/a Verizon Wireless (Verizon**~~
~~**– Communications Inc.)**~~ *updated 10/28/2025
Cibus Brokerage (Michael & Lourdes Company LLC) (Nerdy
Cat Technology)
Comco Inc. (HUB)
Curipod AS
Currey Adkins LP (Currey Adkins Company)
~~**DBA University, Inc.**~~ *updated 10/20/2025
Decision Tree Inc. (HUB)
El Paso Office Products (El Paso Office Products, LLC) (HUB)
Embark Corporation
ERP Analysts, Inc.
ESEI (Electro Systems Engineers, Inc.) (HUB)
~~**Five Star Technology Solutions (James H. Benson)**~~ *updated
10/20/2025
Gamwell Technologies Inc
GoTo Communications, Inc.
Hello World CS (HW Tech Studio, Inc)
Infrastructure R&D
~~**Intelligent Technology Solutions (Teresa Ahmadi) (HUB)**~~
*updated 1/23/2024
~~**LD Products, Inc. Link Imaging LLC dba LD Products**~~ *updated 11-1-24
Learning List (HUB)
LibraryTrac
Masser Technologies (The Masser Group, Inc.)
~~**Mender (Taber Group, LLC)**~~ *updated 10/20/2025
MobyMax (MobyMax Education, LLC)
Mood Texas (Muzicom Inc)

Mountain Vector Energy
New Tech Solutions, Inc.
~~Par5 Technologies LLC (Jeffrey Parnell) (HUB)~~ *updated
 10/20/2025
Precision Solutions, LLC
~~Reflection Sciences, Inc.~~ *updated 1/12/26
Softdocs SC LLC
**Spectrum Technologies (Spectrum Imaging Technologies
 Inc.) (HUB)**
True North Consulting Group, LLC.
Tuatara Consulting Inc.
Utility Solutions Partners LLC
Yoongli LLC
TOTAL (estimated) \$100,000,000.00/year

EXPLANATIONS:

Award of this solicitation will enable ESC Region 19 - Allied States Cooperative (ASC) to establish a contract with vendor(s) for Technology, Hardware, Software, Services and Related (Supplemental) for those procurements made with federal, state or local funds. Evaluation and award recommendation were based on 70% pricing and 30% references. The awarded vendors' pricing and information can be found on the Award Detail spreadsheet. Audio Optical Systems of Austin Inc., CEV Multimedia Ltd., CompTIA (The Computing Technology Industry Association, Inc), and EPS Operations LLC (EEP-EPS Holdings, LLC) submitted a proposal however were not considered; vendors are already awarded on an existing contract better fit for their company. Brainchild (Brainchild Unlimited, Inc.), IXL Learning Inc., Lakeshore Learning Materials LLC (Lakeshore Parent, LLC), Mackin Educational Resources (Mackin Book Company), Ori Learning (SpecialNeedsWare, Inc), Playlearn USA Inc., Progress Learning LLC, Rally! Education, Renaissance Learning Inc., Santech LLC, and Teaching Strategies, LLC (UTJ Holdco, Inc.) submitted a proposal however were not considered; vendors are already awarded on an existing contract better fit for their company and do not meet the scope of work. Pyramid School Products (Pyramid Paper Company), and The Cable Source (The Cable Source Ltd. Co.) submitted a proposal however were not considered; vendors do not meet the scope of work. Intelligent Technology Solutions (Teresa Ahmadi) was removed from award for failure to submit insurance as per the bid requirements. AGiRepair Inc., DBA University, Inc., Five Star Technology Solutions (James H. Benson), and Mender (Taber Group, LLC) were removed from award for failure to submit insurance as per the bid terms. Par5 Technologies LLC (Jeffrey Parnell) requested to be removed from award when insurance was requested. Cellco Partnership d/b/a Verizon Wireless (Verizon Communications Inc.) was terminated for failure to pay administrative fees and/or report sales, per the terms of the bid. Reflection Sciences, Inc. was awarded a recent contract and therefore removed from this bid award.

**SPECIFICATIONS, PREPARATION AND
 EVALUATION PROVIDED BY:**

Rebecca Hernandez – ESC Region 19

Andrea Amiri – ESC Region 19

Patty Delgado - ESC Region 19

Special Conditions

1. This solicitation is a supplemental solicitation to 20-7359, 21-7394, 22-7429, and 23-7452. Vendors awarded on 20-7359, 21-7394, 22-7429, and 23-7452 do not need to respond to this solicitation as they are already awarded. To view the Award Summary documents to see if you are awarded on these solicitations, please go to: <http://www.alliedstatescooperative.com/contracts.php?letter=ALL>.
2. This solicitation is for all software, hardware, cloud services, licensing and any technology related items and/or services.
3. Vendors can respond with a discount from product catalog/price list as well as an hourly rate for services, if applicable.
4. This solicitation is not for a specific purchase or specific items. By earning a contract, vendors will be able to provide future products and services to any ASC members.

Approved By: _____
Dr. Armando Aguirre
Dr. Armando Aguirre
Dr. Armando Aguirre

Date: _____
January 5, 2024
October 1, 2024
October 1, 2025



Board of Trustees
Executive Summary of Board Agenda Item

TITLE:

Approval of Eleventh Amendment and Renewal to Software License and Support Services Agreement between Frontline Technologies Group, LLC, dba Frontline Education, and El Paso Independent School District for Enterprise Resource Planning and Student Information System, Utilizing Education Service Center Region 19 Allied States Cooperative Contract #24-7490, Student and Finance Systems (Budgeted General Operating Funds - \$1,112,903.02)

JUSTIFICATION STATEMENT:

To renew Frontline Education Enterprise Resource Planning and Student Information Systems contract for District operations

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBLE: Jesus Corral, Director Enterprise Applications and Data Systems; David Bates, Deputy Superintendent Operations and Support Systems; Haydee Pena, Senior Director Procurement and School Resources

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:

The Interlocal Cooperative Agreement is one (1) of seven (7) approved purchasing methods allowed under the Texas Education Code, Section 44.031. Board Policy CH (Local) states, "The Board delegates to the Superintendent the authority to make single, budgeted purchases of goods and services that cost up to \$100,000.00"

The Board of Trustees initially approved the purchase of the TEAMS software system utilizing an Interlocal Cooperative Agreement with ESC Region 19 ASC on October 23, 2007. The TEAMS Enterprise Resource Planning (ERP) system includes finance and payroll management, procurement, warehouse services, and reporting. TEAMS Student Information System (SIS) includes scheduling, attendance, grades, discipline, as well as student and parent portals.

On or about October 13, 2017, the parties entered a First Amendment to the Software License and Support Services Agreement that added additional terms regarding certain security requirements. On or about June 25, 2018, the parties entered a Second Amendment to the Software License and Support Services Agreement that renewed the Agreement for a period from September 1, 2018, through August 31, 2019, and established fees for that period. On or about January 31, 2019, the parties entered a Third Amendment to the Software License and Support Services Agreement by adding additional services. On or about September 17, 2020, the parties entered a Fourth Amendment to Software License and Support Services Agreement that renewed the Agreement for a period from September 1, 2020, through August 31, 2021, established fees payable for that period, and added additional terms. On or about August 17, 2021, the parties entered a Fifth Amendment to Software License and Support Services Agreement that renewed the Agreement for a period from September 1, 2021, through August 31, 2022, established fees payable for that period, and added additional terms. On or about October 19, 2022, the parties entered a Sixth Amendment and amended the Agreement renewing the Agreement for a period from September 1, 2022, through August 31, 2023, establishing fees for that period, adding new Section 8.15 for Licensor certifications regarding not boycotting Israel, Firearms, and Energy Companies, and updating the parties' addresses for notice in Section 8.08 of the Agreement. On or about August 15, 2023, the parties entered a Seventh Amendment and amended the

Agreement, renewing the Agreement for a period from September 1, 2023, through August 31, 2024, and establishing fees for that period as well as the software to be provided by Licensor. On or about June 21, 2024, the parties entered into an Eighth Amendment and amended the Agreement renewing the Agreement for a period from September 1, 2024, through June 30, 2025, and establishing fees for that period as well as the software to be provided by Licensor to the Licensee for the current term and the subsequent term, and to add contingency language. On or about December 6, 2024, the parties entered into a Ninth Amendment and amended the Agreement to add additional training services to be provided between the period of November 20, 2024, and June 30, 2025, and to increase the total compensation allowed under the agreement for the term from September 1, 2024, through June 30, 2025, to account for the additional training services. On or about October 23, 2025, the parties entered into a Tenth Amendment and amended the Agreement renewing the Agreement for a period from July 1, 2025, through June 30, 2026, established the software to be provided by Licensor to the Licensee at the fees as previously stated and established in the Eighth Amendment, and added language related to website accessibility compliance.

Administration is now seeking approval for the Eleventh Amendment to the Software License and Support Services Agreement, renewing the Agreement for a period from July 1, 2026, through June 30, 2027, establishing the fees for the renewal period as well as the software to be provided by Licensor, and adding language related to Texas laws.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board approve the Eleventh Amendment and Renewal to Software License and Support Services Agreement Between Frontline Technologies Group, LLC, dba Frontline Education, and El Paso Independent School District for the Enterprise Resource Planning and Student Information System, utilizing Education Service Center Region 19 Allied States Cooperative Contract #24-7490, Student and Finance Systems, in the amount of \$1,112,903.02, as presented, subject in part to approval of the 2026-2027 preliminary budget.

FUNDING SOURCE: Budgeted General Operating Funds **ACCOUNT NO.:** 199.53.6397.911.99.288.911

FISCAL IMPACT AND COST:

\$1,112,903.02

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

If the ERP/SIS renewal is not approved, core operations (i.e. payroll/benefits, purchasing/AP, and HR onboarding) will cease. Additionally, attendance, grades, schedules, and TSDS/PEIMS submissions will be disrupted putting ADA-based state funding at risk. Losing support and patches also raises security and outage-recovery risks, leading to audit findings, vendor credit holds, and erosion of staff/parent trust.

IMPLEMENTATION TIMELINE:

July 1, 2026 – June 30, 2027

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

[Amendment Frontline_ERP-SIS.pdf](#)

[CIP Form 1295.pdf](#)

[Purchasing Coop Information.pdf](#)

**ELEVENTH AMENDMENT AND RENEWAL TO
SOFTWARE LICENSE AND SUPPORT SERVICES AGREEMENT**

THIS ELEVENTH AMENDMENT AND RENEWAL TO SOFTWARE LICENSE AND SUPPORT SERVICES AGREEMENT ("this Amendment") is made as of the date written below between FRONTLINE TECHNOLOGIES GROUP, LLC D/B/A FRONTLINE EDUCATION (the "Licensor" or "Vendor"), and EL PASO INDEPENDENT SCHOOL DISTRICT (the "Licensee" or "District"). For and in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Licensor and Licensee are parties to that certain Software License and Support Services Agreement dated November 5, 2007 between Prologic Technology System, Inc., Licensor's predecessor-in-interest, and Licensee, as amended (the "Agreement"). The term of the Agreement in Section 6.01 "Term" provides that the Agreement is in effect and continues until Licensee ceases to use the Licensed Software Module or the date of Licensee's breach.
2. On or about October 13, 2017, the parties entered a First Amendment to Software License and Support Services Agreement that added additional terms regarding certain security requirements (First Amendment).
3. On or about June 25, 2018, the parties entered a Second Amendment to Software License and Support Services Agreement that renewed the Agreement for a period from September 1, 2018 through August 31, 2019 and established fees for that period (Second Amendment).
4. On or about January 31, 2019, the parties entered a Third Amendment to Software License and Support Services Agreement by adding additional services (Third Amendment).
5. On or about September 17, 2020, the parties entered a Fourth Amendment to Software License and Support Services Agreement that renewed the Agreement for a period from September 1, 2020 through August 31, 2021, established fees payable for that period, and added additional terms (Fourth Amendment).
6. On or about August 17, 2021, the parties entered a Fifth Amendment to Software License and Support Services Agreement that renewed the Agreement for a period from September 1, 2021 through August 31, 2022, established fees payable for that period, and added additional terms (Fifth Amendment).
7. On or about October 19, 2022, the parties entered a Sixth Amendment and amended the Agreement renewing the Agreement for a period from September 1, 2022 through August

31, 2023, establishing fees for that period, adding a new Section 8.15 for Licensor certifications regarding not boycotting Israel, Firearms, and Energy Companies, and updating the parties' addresses for notice in Section 8.08 of the Agreement (Sixth Amendment).

8. On or about August 15, 2023, the parties entered a Seventh Amendment and amended the Agreement renewing the Agreement for a period from September 1, 2023 through August 31, 2024, and establishing fees for that period and software to be provided by Licensor. (Seventh Amendment)
9. On or about June 21, 2024, the parties entered into an Eight Amendment and amended the Agreement renewing the Agreement for a period from September 1, 2024 through June 30, 2025, and establishing fees for that period and software to be provided by Licensor to the Licensee for the current term and the subsequent term, and to add contingency language (Eight Amendment).
10. On or about December 6, 2024, the parties entered into a Ninth Amendment and amended the Agreement to add additional training services to be provided by the Licensor to be conducted at the Licensee's discretion between the period of November 20, 2024 and June 30, 2025, and to increase the total compensation allowed under the agreement for the term from September 1, 2024 through June 30, 2025 to account for the additional training services to be provided by Licensor to the Licensee (Ninth Amendment).
11. On or about October 23, 2025, the parties entered into a Tenth Amendment and amended the Agreement renewing the Agreement for a period from July 1, 2025 through June 30, 2026, establish the software to be provided by Licensor to the Licensee at the fees as previously stated and established in the Eighth Amendment, and to add language related to website accessibility compliance (Tenth Amendment).
12. The parties now wish to amend the Agreement for an eleventh time to renew the Agreement for a period from July 1, 2026 through June 30, 2027 ("Renewal Period"), and establish the fees for the Renewal Period and software to be provided by Licensor.
13. The parties also wish to amend the Agreement to add new language which addresses Texas Laws regarding Terrorist Organizations Certification, Certain Foreign-Owned Companies Certification, Abortion Provider Certification, No Conflict, No Abuse, and Prohibition on Diversity, Equity, and Inclusion.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to amend and renew the Agreement as follows:

1. The Agreement will now renew for a period from July 1, 2026 through June 30, 2027.

2. The software to be provided by Licensor to Licensee for the Renewal Period shall be as set forth on Exhibit “A” attached hereto and incorporated herein, and the fees payable shall be as set forth on Exhibit “B” attached hereto and incorporated herein.

3. The following language is added and incorporated into the Agreement:

“Terrorist Organizations Certification. The Vendor represents and warrants to the District that Vendor is not a company identified on the Texas Comptroller’s list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization, as designated by the United States Secretary of State, under section 2252.153 of the Texas Government Code, or any list prepared and maintained under Sections 806.051 or 807.051 of the Texas Government Code.”

“Certain Foreign-Owned Companies Certification. The Vendor represents and warrants to the District that if under this Contract Vendor is granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes, under Section 2275.0102 of the Texas Government Code, that Vendor nor its parent company, or any affiliate of Vendor or its parent company, is (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country.”

“Abortion Provider Certification. The Vendor represents and warrants to the District that Vendor is not an abortion provider or an affiliate of an abortion provider as defined under Section 2273.001 under the Texas Government Code and pursuant to Chapter 2273 of the Texas Government Code.”

“No Conflict. Vendor represents and warrants to the District that no individual serving on the District’s Board of Trustee’s: (a) has a substantial interest in Vendor or in a subcontractor of Vendor; (b) is related in the second degree by consanguinity or affinity, as determined by Chapter 573 of the Texas Government Code to, an individual who has a substantial interest in Vendor or in a subcontractor of Vendor; or (c) has received or been promised a gift or in-kind services of more than \$250 in connection with this Contract or award thereof. For purpose of this paragraph, an individual has a substantial interest in Vendor [or subcontractor of Vendor, as applicable] if: (i) the individual owns more than 10% of the voting interest in Vendor [or subcontractor of Vendor, as applicable], or (ii) the individual has a direct or indirect participating interest by shares, stock, or otherwise, regardless of whether voting rights are included, of more than 10% of the profit, proceeds, or capital gains of Vendor [or subcontractor of Vendor, as applicable].”

“No Abuse. Vendor represents, covenants, and warrants to the District that, as a service provider to the District within the meaning of Section 22A.001 of the Texas Education Code, no individual employed by or working for Vendor or any subcontractor of Vendor, who is expected to provide any services under this Agreement at facilities of the District, has ever been involved in any of the matters described in Section 22A.055(a)(1)-(5) of the Texas Education Code except as disclosed to the District prior to execution of this Agreement by a document entitled “Section 22A.055 Disclosure” or in the affidavit described in the next sentence. Vendor has executed and delivered to the District a pre-service affidavit as described in Section 22A.055(a) of the Texas Education Code as well as consents for release of employment records by any individual

employed by or working for Vendor who is expected to provide any services under this Contract at facilities of the District.”

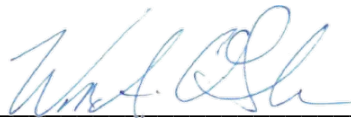
“Prohibition on Diversity, Equity, and Inclusion. Except as required by state and federal law, Vendor represents, covenants, and warrants to the District that, as a contractor to the District within the meaning of Section 11.005 of the Texas Education Code, Vendor will not engage in diversity, equity, and inclusion duties at, for, or on behalf of the District. Vendor Acknowledges that Vendor has received a physical and electronic copy of the policy and procedure described in Section 11.005(c) of the Texas Education Code. [District Board Policy CJ \(Legal\) and \(Local\)](#).”

Ratification and Defined Terms. Except as modified by this Eleventh Amendment and Renewal, the Agreement and any amendment thereto shall continue in full force and effect. The parties each hereby ratify, affirm, and agree the Agreement, any amendment thereto, and this Eleventh Amendment and Renewal represent the valid, binding, and enforceable obligations of the Licensee and Licensor respectively. In the event of any conflict or inconsistency between the provisions of the Agreement, any amendment thereto, and this Eleventh Amendment and Renewal, the provisions of this Eleventh Amendment and Renewal shall control and govern. Except as otherwise defined in this Eleventh Amendment and Renewal each of the terms used herein shall have the same meaning assigned to such terms of the Agreement.

[signatures on the following page]

In witness whereof, the parties have caused this Eleventh Amendment and Renewal to be executed by their duly authorized representatives on _____, 2026.

FRONTLINE TECHNOLOGIES GROUP, LLC
D/B/A FRONTLINE EDUCATION


By: 

William O'Shea
Chief Financial Officer

EL PASO INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Brian Lusk
Superintendent

Approved as to form:

By: 

Leanne G. Collins
Signed: Thursday, May 14, 2026
General Counsel

Exhibit “A”

Frontline Enterprise Resource Planning (**ERP**), which provides unlimited usage to internal District employees for recruiting, position management, finance, and payroll management, procurement, warehouse services, and reporting.

Frontline Student Information Systems (**SIS**), which provides unlimited usage of Teams Solutions Software Student Information Systems and third-party applications to internal District employees. This includes scheduling, attendance, grades, discipline, and student and parent portals.

Frontline hosting services on AWS include hosting in the primary zone, backup log shipping to the secondary zone for business continuity, and disaster recovery services. Data security liability will transition to Frontline with the move to AWS.

Exhibit “B”

Item Description	Start Date	End Date	Total Price
Frontline Student Information Systems (SIS), unlimited usage for internal employees	7/01/2026	6/30/2027	\$596,604.54
Frontline Enterprise Resource Planning (ERP), unlimited usage for internal employees	7/01/2026	6/30/2027	\$516,298.48
		TOTAL	\$1,112,903.02

Total compensation not to exceed \$1,112,903.02 for the period of July 1, 2026 through June 30, 2027, payable within 30 days after receipt of invoice.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE EFFECTIVENESS OF THIS ELEVENTH AMENDMENT AND RENEWAL IS CONDITIONED UPON THE COMPENSATION FOR THE TERM BEING PROPERLY AND FULLY BUDGETED BY THE DISTRICT BOARD OF TRUSTEES IN THE 2026-2027 FISCAL YEAR BUDGET WITH APPROVAL BY THE DISTRICT BOARD OF TRUSTEES AS APPLICABLE. FAILURE OF THIS CONDITION PRECEDENT TO BE MET, THIS TENTH AMENDMENT AND RENEWAL IS VOID.

THIS ELEVENTH AMENDMENT AND RENEWAL IS ALSO CONTINGENT UPON ITS UNDERLYING PROCUREMENT (EDUCATION SERVICE CENTER REGION 19 ALLIED STATES COOPERATIVE RFP#24-7490) BEING VALID FOR THE ENTIRE TERM AND HAVING THE BENEFIT OF BETTER PRICING AS AVAILABLE DURING THE TERM.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Frontline Technologies Group LLC
Wayne, PA United States

Certificate Number:
2026-1448738

Date Filed:
04/16/2026

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
El Paso Independent School District

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Q-243306
Frontline ERP and Frontline Student Information Systems

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Roper Technologies Inc.	Sarasota, FL United States	X	

5 Check only if there is NO Interested Party.

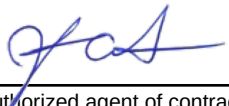
6 UNSWORN DECLARATION

My name is Jonathan D. O'Hara, and my date of birth is 8/18/1983.

My address is 550 E. Swedesford Rd, Suite 360, Wayne, PA, 19087, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Chester County, State of Pennsylvania, on the 16 day of April, 2026.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

EDUCATION SERVICE CENTER REGION 19 ALLIED STATES COOPERATIVE
RFP AWARD SUMMARY

RFP TITLE: Student and Finance Systems – ESC Region 19 Allied States Cooperative
RFP NUMBER: 24-7490
RFP OPENING DATE: April 23, 2024
CONTRACT TERM: August 1, 2024 – July 31, 2028, with 3 annual extension options.
FUNDING SOURCE: Various
RFP's ISSUED: 1,068
RESPONSES: 4
ADVERTISEMENT DATES: El Paso Times – March 25, 2024 & April 1, 2024

RECOMMENDED FOR AWARD: **Focus School Software, LLC**
Frontline Education (Frontline Technologies Group LLC)
Skyward, Inc.

TOTAL (estimated) **\$16,000,000.00/year**

EXPLANATIONS:

Award of this solicitation will enable ESC Region 19 - Allied States Cooperative (ASC) to establish a contract with vendor(s) for Student and Finance Systems for those procurements made with federal, state or local funds. Evaluation and award recommendation were based on pricing (50 points), references (20 points), and other (30 points). The awarded vendors' pricing and information can be found on the Award Detail spreadsheet. East Point Consulting PC submitted a proposal however was not considered; vendor does not meet the scope of work.

SPECIFICATIONS, PREPARATION AND EVALUATION PROVIDED BY:

Rebecca Hernandez – ESC Region 19

Andrea Amiri – ESC Region 19

Patty Delgado - ESC Region 19

Special Conditions

1. Vendor must complete the "Modules List" to provide a list of current available modules as well as modules under development. Modules under development must be noted as not currently available and have an expected launch date listed.
2. Vendor is encouraged to offer at a minimum the following modules: Student Management, Educator Gradebook, Graduation Requirement, Food Service, Fee Tracking, PEIMS, Family Access & Interface, Student Professional Development, New Student Enrollment, Response to Intervention, Crystal Business Intelligence Maintenance & Reporting, Secure Cloud Services, Ports & Connectivity, ERP and Total District Reporting.
3. Awarded vendors must provide onsite service and installation when the Region 19 Purchasing Cooperative members states services are required in house.

Approved By: _____
Dr. Armando Aguirre

Date: _____
May 8, 2024



Board of Trustees
Executive Summary of Board Agenda Item

TITLE:

Approval of Expenditures to Purchase Novus Data Migration Services, Utilizing The Interlocal Purchasing System (TIPS) #220105, Technology Solutions Products and Services (Budgeted General Operating Funds - \$15,000.00)

JUSTIFICATION STATEMENT:

To migrate previous Board Meeting materials found in Novus Agenda into Peak

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBLE: Dr. Brian Lusk, Superintendent/Haydee Pena, Senior Director Procurement and School Resources

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:

The Interlocal Cooperative Agreement is one (1) of seven (7) approved purchasing methods allowed under the Texas Education Code, Section 44.031. Board Policy CH (Local) states "The Board delegates to the Superintendent the authority to make single, budgeted purchases of goods and services that cost up to \$100,000." Board Policy CH (Local) also specifies that Board approval is needed on contract amendments that increases the original contract award amount by 25 percent of the original award. The original contract award for this vendor was in the amount of \$34,070.08.

The additional expenditures, in the amount of \$15,000, are for Granicus to migrate historical Board meeting data from current systems (IQM2 or Novus) into the Granicus platform, with the goal of improving transparency and public access to District records. The project will transfer agendas, minutes, PDFs, and available video recordings to a public-facing media portal. Although the migrated data will not be fully searchable or integrated with the Peak system at the outset, the initiative will start with a comprehensive scoping process to determine data volume and sources, and is anticipated to be completed within 12 months.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board approve the expenditures to purchase Novus Data Migration Services from Granicus, Utilizing The Interlocal Purchasing System (TIPS) #220105, Technology Solutions Products and Services, in the amount \$15,000.00, as presented.

FUNDING SOURCE: Budgeted General Operating Funds **ACCOUNT NO.:** 199.41.6299.702.99.100.702

FISCAL IMPACT AND COST:

\$15,000.00

IMPACT ON OTHER FUNCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

[05.19.26 Granicus 3rd Amendment](#)

[Granicus Cooperative Information.pdf](#)



THIS IS NOT AN INVOICE

Order Form
Prepared for
El Paso Independent School District

Granicus Proposal for El Paso Independent School District

ORDER DETAILS

Prepared By: Geklor Herrera
Phone:
Email: geklor.herrera@granicus.com
Order #: Q-477978
Prepared On: 08 May 2026
Expires On: 30 Jun 2026

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
IQM2 or Novus Data Migration (Requires Scoping) - Peak	Upon Delivery	1 Each	\$15,000.00
SUBTOTAL:			\$15,000.00

PRODUCT DESCRIPTIONS

Solution	Description
IQM2 or Novus Data Migration (Requires Scoping) - Peak	Granicus will migrate a determined number of years of meeting data from IQM2 or Novus into Peak. This meeting data will be added into Media Manager and can be displayed on the clients public facing webpage via iframe code that we provide. Data will not be seen or otherwise usable in Peak. We will be migrating over PDFs of agendas, minutes, and corresponding videos if available. Searchability may be limited at this time but there are plans to improve search capabilities. Please request a Scope of Work for more details. This will require a scoping discussion with the Granicus Data Migration Team to discuss details including the sources, number of years, or other details.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-477978 dated 08 May 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of El Paso Independent School District to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

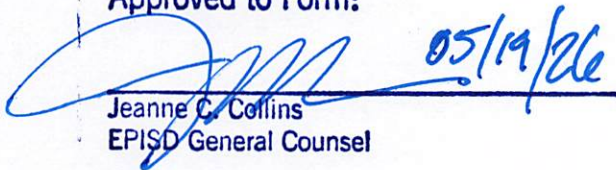
The pricing, terms, and conditions of quote Q-477978 dated 08 May 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

El Paso Independent School District	
Signature:	
Name:	
Title:	
Date:	

Approved to Form:

 05/19/26
Jeanne C. Collins
EPIED General Counsel

The Interlocal Purchasing System

Purchasing Made Personal



Printed: May 27, 2026

granicus.com

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM

PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER
ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO

ADDRESS **408 Saint Peter Street, Suite 600**
CITY **Saint Paul**
STATE **MN**
ZIP **55102**

TIPS CONTACT

NAME **Charlie Martin**
PHONE **(866) 839-8477**
FAX **(866) 839-8472**
EMAIL **tips@tips-usa.com**

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: **N** HUB: **N**

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT |
NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WV | WY

Overview

Granicus, LLC, formerly known as, Swagit Productions, LLC-Video Streaming and Recording hardware, software, and services.

AWARDED CONTRACTS

"View EDGAR Doc" on Website

Contract	Commodity	Exp Date	EDGAR
220105	Technology Solutions Products and Services	05/31/2027	Yes

CONTACTS BY CONTRACTS

220105

Name	Title	Phone	Email
Lucy Fowler-Tutt	Pricing Analyst	(800) 314-0147	lucy.fowler-tutt@granicus.com
Cindy Simonides	VP Sales Operations	(617) 308-9017	cindy.simonides@granicus.com
Accounts Payable	Accounts Payable	(800) 314-0147	ap@granicus.com
Virag Pandya	Director of Proposal Management	(800) 314-0147	Virag.pandya@granicus.com
Lucy Fowler-Tutt	Pricing Operations Team	(800) 314-0147	pricing@granicus.com



MEETING DATE: JUNE 2, 2026
ACTION ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:

Discuss and Take Appropriate Action Regarding District Cost-Cutting Measures, a Declaration of Financial Exigency, and Board Resolution to Extend a Declaration of Financial Exigency

JUSTIFICATION STATEMENT:

For the Superintendent to discuss his plan to reduce personnel costs, and to recommend and for the Board adopt a resolution declaring a financial exigency for fiscal year 2025-2026, for the Board to determine that the District continues to meet the reason given on its initial Declaration of Financial Exigency, and for the Board to approve the Resolution to Extend a Declaration of Financial Exigency for fiscal year 2026-2027

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBLE: Brian Lusk, Ed.D., Superintendent

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

SUMMARY:

In accordance with Board Policy DFFA (Local), if the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following: salary reductions, furloughs, reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the commissioner, reductions in force of contract personnel due to program change, or other means of reducing personnel costs.

Prior to bringing this recommendation for a reduction in force due to financial exigency, in an effort to develop a fiscally responsible budget for the upcoming fiscal year, EPISD conducted a comprehensive review of expenditures, staffing, operational practices, and revenue opportunities to identify sustainable cost savings and strengthen the District's financial position. The District's approach focused on minimizing the impact to campuses, classrooms, and student services while aligning resources with organizational priorities and operational needs. Key savings and revenue-generating initiatives incorporated into the proposed budget include the following:

- **Stipend Review:** The District completed a detailed review of employee stipends to identify opportunities for reductions or eliminations based on current operational needs and comparisons with peer districts. These adjustments are estimated to generate approximately \$1.5 million in savings while maintaining competitive and necessary compensation practices.
- **Contracted Services and Software Review:** Contracted services and software subscriptions were evaluated to identify opportunities for consolidation, renegotiation, elimination of underutilized services, and operational efficiencies. Software-related savings are estimated at approximately \$119,500 compared to the prior year.
- **Personnel Reductions and Staffing Adjustments:** Staffing reductions were primarily focused on vacant Central Office positions in order to minimize the impact on existing employees and campus operations. Additionally, selected positions had days on duty adjusted to better align staffing levels with programmatic needs and student support

requirements during the school year. At the campus level, staffing adjustments were implemented based on an assessment of enrollment trends and operational needs, resulting in a reduction of 250 positions and approximately \$17 million in savings. At the Central Office level, positions were identified through organizational efficiency reviews and operational restructuring efforts, resulting in approximately 160 position reductions and an estimated \$11 million in savings.

- Department Operating Budget Reductions: As part of the budget development process, a weighted average reduction of 10% was initially applied to Central Office departmental budgets. Departments then participated in budget hearings to prioritize expenditures by identifying budget items as legally mandated, operationally essential, or discretionary. This process ensured that critical compliance and operational needs remained prioritized while reducing non-essential expenditures. The proposed FY2027 adopted budget reflects approximately \$4.9 million in savings compared to the prior year amended budget.
- Health Savings Account (HSA) Contribution Adjustment: Beginning in calendar year 2027, the District will reduce the employer contribution for employees participating in the high-deductible health plan from \$1,000 to \$500. This adjustment is projected to generate approximately \$1.3 million in savings.
- Travel Budget Reductions: Central Office travel budgets were reduced to support essential travel only, resulting in additional operational savings while preserving travel necessary for compliance, professional development, training, and critical District operations.
- PEIMS Student Coding Review: The District initiated a comprehensive review of PEIMS coding processes to ensure the accurate reporting of student participation in state-funded programs. Strengthening these processes is expected to improve data accuracy and maximize eligible state funding opportunities that may positively impact both current and future revenues. Through this review, the District has identified approximately \$4.6 million in PEIMS coding adjustments and revenue opportunities.
- Average Daily Attendance (ADA) Initiatives: The District continues to prioritize student attendance through awareness campaigns and targeted engagement efforts for students and families. Improving ADA remains a critical revenue strategy, as each 1% increase in ADA is estimated to generate approximately \$3 million in additional annual revenue for the District.
- District Property and Auction Sales: The District will continue pursuing additional revenue opportunities through surplus property sales and auctioning of surplus equipment and assets no longer needed for operations.

(Please note that these figures are preliminary and subject to change, as Human Resources continues staffing placements and operational budgets remain under review and evaluation throughout the budget development process.)

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge. Based on the financial assessment by outside financial consultant, Lori Boswell, Vice President of School Finance, Moak Casey, the financial position of the district as a whole is such that the financial resources of the district are insufficient to support the district's instructional programs or the district is unable to finance the full compensation of staff for the current or succeeding fiscal year. The reason for the financial exigency declaration is due to a decrease of more than 20% in unassigned General Fund balance per student in weighted average daily attendance over the past two years or a projected reduction of 20% compared to the current year. The Declaration of Financial Exigency is for the 2025-2026 fiscal year.

In addition, the Board should resolve that the Declaration of Financial Exigency adopted on June 2, 2026, for the fiscal year ended June 30, 2026, be extended for another fiscal year, 2026-2027, because the District continues to meet the reason given on its initial Declaration of Financial Exigency.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended the Board approve the Declaration of Financial Exigency for fiscal year 2025-2026, determine that the District continues to meet the reason given on its initial Declaration of Financial Exigency, and approve the Board Resolution to Extend a Declaration of Financial Exigency for fiscal year 2026-2027, as presented.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

The financial resources of the district will be insufficient to support the district's instructional programs or the district will be unable to finance the full compensation of staff for the current or succeeding fiscal year.

IMPLEMENTATION TIMELINE:

Immediate upon Board approval for the 2025-2026 fiscal year and extended for the 2026--2027 fiscal year.

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

[Declaration of Financial Exigency-El Paso ISD.pdf](#)

[Financial Exigency Extension-El Paso ISD 2026-2027.pdf](#)

[El Paso ISD Fin Exigency.pptx](#)

[Process Slides 2.pptx](#)

[DFFA\(LOCAL\) \(3\).pdf](#)



Declaration of Financial Exigency

Financial Compliance Division

The terms of this form are governed by 19 Texas Administrative Code Chapter 109, Subchapter BB, §109.2001.

Definition

Financial exigency means the financial position of the school district as a whole is such that the financial resources of the school district are insufficient to support the school district's instructional programs or the school district is unable to finance the full compensation of staff for the current or succeeding fiscal year.

Requestor Information

Name of School District County-District Number

Date of Initial Declaration (expires on last day of fiscal year) Fiscal Year Begin Date Fiscal Year End Date

Reason for Declaration

Financial exigency may be declared by the board of trustees for different reasons. Please select your school district's reason for declaration or extension of financial exigency (check all that apply):

1. A decrease of more than 20 percent in unassigned General Fund balance per student in weighted average daily attendance over the past two years or a projected reduction of 20 percent compared to the current year.
2. A decline in enrollment by more than 10 percent over the past five years.
3. A reduction of more than 10 percent in total General Fund total funding per student in weighted average daily attendance over one year or a projected reduction of 10 percent compared to the current year.
4. A natural disaster or casualty loss defined as damage, destruction, or loss of property resulting from an identifiable event that is sudden, unexpected, or unusual; and that requires expenditures for repair or remediation in excess of 15 percent of the current-year General Fund budget.
5. Any of the following, or a combination of the following, that exceeds 15 percent of the current-year General Fund budget: an unanticipated major expense, including significant repair costs; litigation expenses, excluding lawsuits against the state; or tax refunds.
6. Any other circumstances approved in writing by the commissioner of education. (Please attach documentation and a description of the circumstances.)

Approval

This form must be printed and signed by the board president and superintendent. TEA must receive the declaration of financial exigency within 20 calendar days of declaration. Please mail the signed form to Texas Education Agency, Financial Compliance Division, 1701 N. Congress Ave., Austin, TX 78701.

Certification

I hereby certify that the board has determined that the school district meets one or more of the reasons for declaration of financial exigency in accordance with 19 TAC Chapter 109, Subchapter BB, §109.2001.

Name of Board President Signature of Board President Signature Date

Name of Superintendent Signature of Superintendent Signature Date

For TEA Use Only

Received Date



Board Resolution to Extend or Terminate a Declaration of Financial Exigency

Financial Compliance Division

The terms of this form are governed by 19 Texas Administrative Code Chapter 109, Subchapter BB, §109.2001.

Requestor Information

Name of School District

County-District Number

Resolution

Be it resolved by the Board of Trustees for

Name of School District

that the declaration of financial exigency adopted on

Date of Initial Declaration

for the fiscal year ended June 30,

OR

August 31,

Year

Year

is extended for another fiscal year. The board has determined that the district continues to meet one or more of the reasons given on its *initial* Declaration of Financial Exigency.

is terminated as of the date of this resolution.

Approval

Agreed and accepted on

Date

This form must be printed and signed by the board president and superintendent. TEA must receive the resolution to extend or terminate a declaration of financial exigency within 20 days of the agreed and accepted date above.

Please mail the signed form to:
Texas Education Agency
Financial Compliance Division
1701 N. Congress Ave.
Austin, TX 78701

Certification

I hereby certify that the board is in compliance with 19 Texas Administrative Code Chapter 109, Subchapter BB, §109.2001 regarding declaration of financial exigency.

Name of Board President

Signature of Board President

Signature Date

Name of Superintendent

Signature of Superintendent

Signature Date

For TEA Use Only

Received Date

JUNE 2, 2026 | 8AM



EL PASO ISD
it starts with us

Financial Future

Solutions Oriented, Students First.

DAVID BATES, MAYRA MARTINEZ, CEZY COLLINS
El Paso Independent School District

Path Forward: Immediate Next Steps

The district faces a critical financial crossroads. A balanced budget and recovery plan must be adopted by the Board **prior to June 30**

1

Declare Financial Exigency

Formally declare financial exigency and immediately notify the Texas Education Agency (TEA) to ensure compliance and preserve all recovery options.

2

Set Budget Reduction Targets

Establish clear, quantified budget reduction goals for the 2026–2027 fiscal year — grounded in recurring revenues, not one-time fixes.

3

Engage Leadership & Third-Party Support

Mobilize district leadership alongside external financial and operational experts to identify savings and efficiencies with **minimal classroom impact**.

4

Implement Spending Controls

Activate immediate freeze on non-essential spending and institute strict hiring controls across all departments, effective immediately.

Develop Aligned Budgets

Build General Operating, Debt Service, and Child Nutrition budgets anchored entirely to **recurring revenue streams** - no structural deficit carry-forward.

Finalize Year-End Projections

Complete and validate 2025–2026 year-end financial projections to establish an accurate baseline for all recovery planning decisions.

Truth-in-Taxation Compliance

Prepare all required Truth-in-Taxation calculations, public notices, and mandatory disclosures in full accordance with state law and deadlines.

Board Adoption by June 30

Present a fully balanced budget and comprehensive financial recovery plan to the Board for **formal adoption before June 30**.



Key Savings and Revenue-Generating Initiatives

- Stipend Review
- Contracted Services and Software Review
- Personnel Reductions and Staffing Adjustments
- Department Operating Budget Reductions
- Health Savings Account (HSA) Contribution Adjustment
- Travel Budget Reductions
- PEIMS Student Coding Review
- Average Daily Attendance (ADA) Initiatives
- District Property and Auction Sales



**El Paso ISD (071-902)
2025-2026
Financial Exigency**

Fiscal Year	Fund Balance Source	Unassigned General Operating FB	WADA	FB Per WADA	% Change
2021-2022	Audited	\$ 125,155,933	64,706.07	\$ 1,934.22	
2022-2023	Audited	\$ 127,953,604	63,136.80	\$ 2,026.61	4.78%
2023-2024	Audited	\$ 120,461,757	62,912.83	\$ 1,914.74	-5.52%
2024-2025	Audited	\$ 101,016,490	61,680.13	\$ 1,637.75	-14.47%
2025-2026	Projected	\$ 60,287,685	59,379.92	\$ 1,015.29	-38.01%

FE - A decrease of more than 20 percent in unassigned General Fund balance per student in weighted average daily attendance over the past two years or a projected reduction of 20 percent compared to the current year.

Fiscal Year	Fund Balance Source	Total General Fund Revenues	WADA	Funding Per WADA	% Change
2021-2022	Audited	\$522,518,951	64,706.07	8,075.27	
2022-2023	Audited	\$520,468,794	63,136.80	8,243.51	2.08%
2023-2024	Audited	\$533,583,388	62,912.83	8,481.31	2.88%
2024-2025	Audited	\$516,091,008	61,680.13	8,367.22	-1.35%
2025-2026	Projected	\$527,933,812	59,379.92	8,890.78	6.26%

Fiscal Year	Source	Enrollment	% Change	5 Year Change
2021-2022	PEIMS	50,769		
2022-2023	PEIMS	50,031	-1.45%	
2023-2024	PEIMS	49,139	-1.78%	
2024-2025	PEIMS	48,118	-2.08%	
2025-2026	PEIMS	46,244	-3.89%	-8.91%



Declaration of Financial Exigency Financial Compliance Division

The terms of this form are governed by 19 Texas Administrative Code Chapter 109, Subchapter BB, §109.2001.

Definition

Financial exigency means the financial position of the school district as a whole is such that the financial resources of the school district are insufficient to support the school district's instructional programs or the school district is unable to finance the full compensation of staff for the current or succeeding fiscal year.

Requestor Information

Name of School District _____ County-District Number _____

Date of Initial Declaration (expires on last day of fiscal year) _____ Fiscal Year Begin Date _____ Fiscal Year End Date _____

Reason for Declaration

Financial exigency may be declared by the board of trustees for different reasons. Please select your school district's reason for declaration or extension of financial exigency (check all that apply):

1. A decrease of more than 20 percent in unassigned General Fund balance per student in weighted average daily attendance over the past two years or a projected reduction of 20 percent compared to the current year.
2. A decline in enrollment by more than 10 percent over the past five years.
3. A reduction of more than 10 percent in total General Fund total funding per student in weighted average daily attendance over one year or a projected reduction of 10 percent compared to the current year.
4. A natural disaster or casualty loss defined as damage, destruction, or loss of property resulting from an identifiable event that is sudden, unexpected, or unusual; and that requires expenditures for repair or remediation in excess of 15 percent of the current-year General Fund budget.
5. Any of the following, or a combination of the following, that exceeds 15 percent of the current-year General Fund budget: an unanticipated major expense, including significant repair costs; litigation expenses, excluding lawsuits against the state; or tax refunds.
6. Any other circumstances approved in writing by the commissioner of education. (Please attach documentation and a description of the circumstances.)

Approval

This form must be printed and signed by the board president and superintendent. TEA must receive the declaration of financial exigency within 20 calendar days of declaration. Please mail the signed form to Texas Education Agency, Financial Compliance Division, 1701 N. Congress Ave., Austin, TX 78701.

Certification

I hereby certify that the board has determined that the school district meets one or more of the reasons for declaration of financial exigency in accordance with 19 TAC Chapter 109, Subchapter BB, §109.2001.

Name of Board President _____ Signature of Board President _____ Signature Date _____

Name of Superintendent _____ Signature of Superintendent _____ Signature Date _____

For TEA Use Only

Received Date _____



Board Resolution to Extend or Terminate a Declaration of Financial Exigency Financial Compliance Division

The terms of this form are governed by 19 Texas Administrative Code Chapter 109, Subchapter BB, §109.2001.

Requestor Information

Name of School District _____ County-District Number _____

Resolution

Be it resolved by the Board of Trustees for

that the declaration of financial exigency adopted on _____
Name of School District

for the fiscal year ended June 30, _____ OR August 31, _____
Date of Initial Declaration
Year *Year*

is extended for another fiscal year. The board has determined that the district continues to meet one or more of the reasons given on its *initial* Declaration of Financial Exigency.

is terminated as of the date of this resolution.

Approval

Agreed and accepted on _____

Date

This form must be printed and signed by the board president and superintendent. TEA must receive the resolution to extend or terminate a declaration of financial exigency within 20 days of the agreed and accepted date above.

Please mail the signed form to:

Texas Education Agency
Financial Compliance Division
1701 N. Congress Ave.
Austin, TX 78701

Certification

I hereby certify that the board is in compliance with 19 Texas Administrative Code Chapter 109, Subchapter BB, §109.2001 regarding declaration of financial exigency.

Name of Board President _____ Signature of Board President _____ Signature Date _____

Name of Superintendent _____ Signature of Superintendent _____ Signature Date _____

For TEA Use Only

Received Date _____





JUNE 2, 2026 |



EL PASO ISD
it starts with us

Reduction in Force Financial Exigency

Process under DFFA (Local)

CEZY COLLINS
General Counsel, El Paso Independent School District

Considerations for Plan to Reduce Personnel Costs

- Salary reductions
- Furloughs
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the commissioner
- Reductions in force of contract personnel due to program change
- Other means of reducing personnel costs
- A plan to reduce personnel costs may include the reduction of personnel employed at-will, or on probationary or non-chapter 21 contracts



Process to Reduce Personnel Costs

- Superintendent Develops a Plan to Reduce Personnel Costs
- If Financial Exigency is Recommended, Board Adopts a Resolution Declaring Financial Exigency
- Notice to the Commissioner
- Superintendent Recommends to the Board and the Board Determines the Employment Areas to be Affected
- Superintendent Applies the Pre-set Criteria to Identify Individuals to be Discharged
- Non-Renewal or Termination Process Begins with Superintendent Recommendations
- Board Votes to Propose Non-Renewal and Discharge
- Notice to the Employees
- Consider Employees Affected for Vacant Positions
- Renew Financial Exigency or Declare when Passed



Employment Areas:

Any Combination and/or District-wide or Campus-wide

- 1. Elementary grades, levels, subjects, departments, or programs;
- 2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects;
- 3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education;
- 4. Disciplinary alternative education programs (DAEPs) and other discipline management programs;
- 5. Counseling programs;
- 6. Library programs;
- 7. Nursing and other health services programs;
- 8. An educational support program that does not provide direct instruction to students;
- 9. Other District-wide programs;
- 10. An individual campus;
- 11. Any administrative position, unit, or department;
- 12. Programs funded by state or federal grants or other dedicated funding; and
- 13. Other contractual positions.



Apply Pre-Set Criteria (DFFA)

- 1. Qualifications for Current or Projected Assignment
- 2. Performance
- 3. Extra Duties
- 4. Professional Background
- 5. Seniority



Post Criteria Application

The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.

After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.



**Plan to Reduce
Personnel Costs**

If the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following:

- Salary reductions [see DEA];
- Furloughs [see DEA];
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the commissioner [see CEA and provisions at Reduction in Force Due to Financial Exigency, below];
- Reductions in force of contract personnel due to program change [see DFFB]; or
- Other means of reducing personnel costs.

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at Applicability, below.

- See DCD for the termination at any time of at-will employment.
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract, if applicable.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

**Reduction in Force
Due to Financial
Exigency**

Applicability

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

Definitions

Definitions used in this policy are as follows:

1. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

2. "Discharge" shall mean termination of a contract during the contract period.

General Grounds

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA] A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

Employment Areas

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs;
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects;
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education;
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs;
5. Counseling programs;
6. Library programs;
7. Nursing and other health services programs;
8. An educational support program that does not provide direct instruction to students;
9. Other District-wide programs;
10. An individual campus;
11. Any administrative position, unit, or department;
12. Programs funded by state or federal grants or other dedicated funding; and
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., "elementary programs" and "compensatory education programs" can be combined to identify an employment area of "elementary compensatory education programs"); and/or

2. Applied on a District-wide or campus-wide basis (e.g., “the counseling program at [named elementary campus]”).

The Board shall determine the employment areas to be affected.

Criteria for Decision

The Superintendent shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by the most recent formal appraisal, whether completed by the District or by a previous district, and any other written evaluative information, including disciplinary information, from the last 36 months. If the Superintendent at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.
3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee’s most recent date of hire.

Superintendent
Recommendation

The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.

Board Vote

After considering the Superintendent’s recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.

If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

If the Board votes to propose discharge of one or more employees, the Board shall determine whether the hearing will be conducted by a TEA-appointed hearing examiner [see DFD] or will be a local hearing under Education Code 21.207 [see DFBB].

Notice

The Superintendent shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:

1. The proposed action, as applicable;
2. A statement of the reason for the proposed action; and
3. Notice that the employee is entitled to a hearing of the type determined by the Board.

**Consideration for
Available Positions**

An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

Hearing Request

Nonrenewal: Term
Contract

An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

Discharge: Chapter
21 Contract

An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a hearing. The hearing shall be conducted in accordance with DFD or the nonrenewal hearing process in DFBB, as determined by the Board and specified in the notice of proposed discharge.

Discharge:
Non-Chapter 21
Contract

An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

Final Action

Hearing Requested

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

No Hearing
Requested

If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.



MEETING DATE: JUNE 2, 2026
ACTION ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:

Discuss and Take Appropriate Action Regarding Employment Areas to be Subject to Reduction in Force Due to Financial Exigency under Board Policy DFFA (Local)

JUSTIFICATION STATEMENT:

To implement a reduction in force due to financial exigency by designating the employment areas to be affected pursuant to Board Policy DFFA-Local

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBLE: Brian Lusk, Ed. D., Superintendent

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

SUMMARY:

A reduction in force takes place after the Superintendent recommends, and the Board adopts, a resolution declaring financial exigency. A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

Under Board Policy DFFA (Local) when a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected. It is recommended that Board designate the following employment areas to be affected by the Reduction in Force Due to Financial Exigency:

Probationary Contracts Years 1, 2, and 3 employees unassigned or in temporary staff teacher positions;

Campus and/or department Probationary Contracts Years 1 and 2 at the following campuses and/ or departments: Address High School, Austin High School, Barron Elementary School, Bliss Elementary School, Bobby Joe Hill PK-8, Bowie High School, Brown Middle School, Burges High School, Canyon Hills Middle School, Chapin High School, Clendenin Elementary School, Coach Archie Duran Elementary, Coach Wally Hartley PK-8, Coldwell Elementary School, Coronado High School, Delta Academy, Don Haskins PK-8, Dr. Josefina V. Tinajero PK-8, El Paso High School, Franklin High School, Guerrero Elementary School, Hart Elementary School, Hawkins Elementary School, Herrera Elementary School, Hillside Elementary School, Hornedo Middle School, Irvin High School, Jefferson High School, Lamar Elementary School, Logan Elementary School, Magoffin Middle School, Milam Elementary School, Moreno Montessori, Moyer Elementary School, Park Elementary School, Polk Elementary School, SPED Instructional Services, Telles Academy, Tippin Elementary School, Tom Lea Elementary School, Torres Elementary School, Whitaker Elementary School, Wiggs Middle School, Young Women's Academy, and Zach White Elementary School, with the following teaching positions and titles: High School AP Math Combo, Elementary Physical Education, High School AP Science Combo, Early Childhood, Elementary 2nd Grade, Middle School Science, Business, High School AP Social Studies Combo, High School Science Combination, High School EL English Teacher, High School Social Studies, Elementary 3rd Grade, Early Childhood Collaborative, Elementary 1st Grade, Middle School Social Studies, Prekindergarten, High School AP English Combo, Middle School Social Studies Combo, Elementary 4th Grade, High School Social Studies Combination, Kindergarten, Staff Teacher, Elementary 5th Grade, High School English, Middle School Math, High School Mathematics, Middle School Physical Education, and High School Science;

Academics - Advanced Academics, Facilitator Planetarium positions (1 position);

Academics - Early Childhood Learning, Facilitator Early Childhood Learning positions (1 position);

Occupational Therapist positions (1 position);

Diagnostician positions (13 positions);

High School Graduation Coach positions (10 positions);

High School Testing Coordinator positions (10 positions);

Instructional Coach positions (16 positions);

Special Education Department, Climate Behavior Specialist positions (8 positions);

Strategic Planning, Analytics, & Accountability Department, Coordinator Assessment positions (1 position);

Strategic Planning, Analytics, & Accountability Department, Coordinator Accountability position;

Master Social Worker Bilingual positions (4 positions);

School Psychologist positions (3 positions); and

School Psychologist Bilingual positions (1 position).

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board designate the following employment areas to be affected the Reduction in Force Due to Financial Exigency:

Probationary Contracts Years 1, 2, and 3 employees unassigned or in temporary staff teacher positions;

Campus and/or department Probationary Contracts Years 1 and 2 at the following campuses and/ or departments: Andress High School, Austin High School, Barron Elementary School, Bliss Elementary School, Bobby Joe Hill PK-8, Bowie High School, Brown Middle School, Burges High School, Canyon Hills Middle School, Chapin High School, Clendenin Elementary School, Coach Archie Duran Elementary, Coach Wally Hartley PK-8, Coldwell Elementary School, Coronado High School, Delta Academy, Don Haskins PK-8, Dr. Josefina V. Tinajero PK-8, El Paso High School, Franklin High School, Guerrero Elementary School, Hart Elementary School, Hawkins Elementary School, Herrera Elementary School, Hillside Elementary School, Hornedo Middle School, Irvin High School, Jefferson High School, Lamar Elementary School, Logan Elementary School, Magoffin Middle School, Milam Elementary School, Moreno Montessori, Moya Elementary School, Park Elementary School, Polk Elementary School, SPED Instructional Services, Telles Academy, Tippin Elementary School, Tom Lea Elementary School, Torres Elementary School, Whitaker Elementary School, Wiggs Middle School, Young Women's Academy, and Zach White Elementary School with the following teaching positions and titles: High School AP Math Combo, Elementary Physical Education, High School AP Science Combo, Early Childhood, Elementary 2nd Grade, Middle School Science, Business, High School AP Social Studies Combo, High School Science Combination, High School EL English Teacher, High School Social Studies, Elementary 3rd Grade, Early Childhood Collaborative, Elementary 1st Grade, Middle School Social Studies, Prekindergarten, High School AP English Combo, Middle School Social Studies Combo, Elementary 4th Grade, High School Social Studies Combination, Kindergarten, Staff Teacher, Elementary 5th Grade, High School English, Middle School Math, High School Mathematics, Middle School Physical Education, and High School Science;

Academics - Advanced Academics, Facilitator Planetarium positions (1 position);

Academics - Early Childhood Learning, Facilitator Early Childhood Learning positions (1 position);

Occupational Therapist positions (1 position);

Diagnostician positions (13 positions);

High School Graduation Coach positions (10 positions);

High School Testing Coordinator positions (10 positions);

Instructional Coach positions (16 positions);

Special Education Department, Climate Behavior Specialist positions (8 positions);

Strategic Planning, Analytics, & Accountability Department, Coordinator Assessment positions (1 position);

Strategic Planning, Analytics, & Accountability Department, Coordinator Accountability position;

Master Social Worker Bilingual positions (4 positions);

School Psychologist positions (3 positions); and

School Psychologist Bilingual positions (1 position).

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

The Superintendent will not be able to implement the reduction in force.

IMPLEMENTATION TIMELINE:

Immediately upon approval.

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

[DFFA\(LOCAL\) \(3\).pdf](#)

**Plan to Reduce
Personnel Costs**

If the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following:

- Salary reductions [see DEA];
- Furloughs [see DEA];
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the commissioner [see CEA and provisions at Reduction in Force Due to Financial Exigency, below];
- Reductions in force of contract personnel due to program change [see DFFB]; or
- Other means of reducing personnel costs.

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at Applicability, below.

- See DCD for the termination at any time of at-will employment.
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract, if applicable.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

**Reduction in Force
Due to Financial
Exigency**

Applicability

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

Definitions

Definitions used in this policy are as follows:

1. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

2. "Discharge" shall mean termination of a contract during the contract period.

General Grounds

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA] A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

Employment Areas

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs;
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects;
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education;
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs;
5. Counseling programs;
6. Library programs;
7. Nursing and other health services programs;
8. An educational support program that does not provide direct instruction to students;
9. Other District-wide programs;
10. An individual campus;
11. Any administrative position, unit, or department;
12. Programs funded by state or federal grants or other dedicated funding; and
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., "elementary programs" and "compensatory education programs" can be combined to identify an employment area of "elementary compensatory education programs"); and/or

2. Applied on a District-wide or campus-wide basis (e.g., “the counseling program at [named elementary campus]”).

The Board shall determine the employment areas to be affected.

Criteria for Decision

The Superintendent shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by the most recent formal appraisal, whether completed by the District or by a previous district, and any other written evaluative information, including disciplinary information, from the last 36 months. If the Superintendent at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.
3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee’s most recent date of hire.

Superintendent
Recommendation

The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.

Board Vote

After considering the Superintendent’s recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.

If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

If the Board votes to propose discharge of one or more employees, the Board shall determine whether the hearing will be conducted by a TEA-appointed hearing examiner [see DFD] or will be a local hearing under Education Code 21.207 [see DFBB].

Notice

The Superintendent shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:

1. The proposed action, as applicable;
2. A statement of the reason for the proposed action; and
3. Notice that the employee is entitled to a hearing of the type determined by the Board.

**Consideration for
Available Positions**

An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

Hearing Request

Nonrenewal: Term
Contract

An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

Discharge: Chapter
21 Contract

An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a hearing. The hearing shall be conducted in accordance with DFD or the nonrenewal hearing process in DFBB, as determined by the Board and specified in the notice of proposed discharge.

Discharge:
Non-Chapter 21
Contract

An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

Final Action

Hearing Requested

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

No Hearing
Requested

If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.



Board of Trustees
Executive Summary of Board Agenda Item

TITLE:

Discuss and Take Appropriate Action Regarding the Manner of Hearing in Accordance with Board Policies DFFA (Local) and DFBB (Local) for Employees Affected by Reduction in Force Due to Financial Exigency

JUSTIFICATION STATEMENT:

To allow the Board to determine the manner to conduct of hearings associated with the Reduction of Force due to Financial Exigency to be by the Board

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBLE: Cezy Collins, General Counsel

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

SUMMARY:

Board Policies DFFA (Local) and DFBB (Local) allow the Board to determine whether the Board or an Independent Hearing Examiner shall conduct all hearings timely requested by employees affected by the Reduction in Force Due to Financial Exigency. Due to the potential number of hearing requests, use of an Independent Hearing Examiner would be cost prohibitive and defeat the purpose of the Reduction in Force.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board conduct all hearings timely requested in accordance with Board Policies DFFA (Local) and DFBB (Local) by employees affected by Reduction in Force Due to Financial Exigency, as applicable.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

The Board would have to pay for Independent Hearing Examiners to conduct any hearings requested as a result of the Reduction in Force Due to Financial Exigency.

IMPLEMENTATION TIMELINE:

Upon potential hearing requests by employees affected by the Reduction in Force Due to Financial Exigency.

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

[DFFA\(LOCAL\) \(3\).pdf](#)

[DFBB\(LOCAL\) \(2\).pdf](#)

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4. Disciplinary alternative education programs (DAEPs) and other discipline management programs;
5. Counseling programs;
6. Library programs;
7. Nursing and other health services programs;
8. An educational support program that does not provide direct instruction to students;
9. Other District-wide programs;
10. An individual campus;
11. Any administrative position, unit, or department;
12. Programs funded by state or federal grants or other dedicated funding; and
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., "elementary programs" and "compensatory education programs" can be combined to identify an employment area of "elementary compensatory education programs"); and/or

2. Applied on a District-wide or campus-wide basis (e.g., “the counseling program at [named elementary campus]”).

The Board shall determine the employment areas to be affected.

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3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee’s most recent date of hire.

Superintendent
Recommendation

The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.

Board Vote

After considering the Superintendent’s recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

If the Board votes to propose discharge of one or more employees, the Board shall determine whether the hearing will be conducted by a TEA-appointed hearing examiner [see DFD] or will be a local hearing under Education Code 21.207 [see DFBB].

Notice

The Superintendent shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:

1. The proposed action, as applicable;
2. A statement of the reason for the proposed action; and
3. Notice that the employee is entitled to a hearing of the type determined by the Board.

**Consideration for
Available Positions**

An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

Hearing Request

Nonrenewal: Term
Contract

An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

Discharge: Chapter
21 Contract

An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a hearing. The hearing shall be conducted in accordance with DFD or the nonrenewal hearing process in DFBB, as determined by the Board and specified in the notice of proposed discharge.

Discharge:
Non-Chapter 21
Contract

An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

Final Action

Hearing Requested

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

No Hearing
Requested

If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

Reasons

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for proposed nonrenewal of a professional certified employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences not covered by approved leave. [See DEC]
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
11. The employee is not retained at a campus in accordance with the provisions of a campus turnaround plan. [See AIC]
12. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
13. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
14. Failure to meet the District's standards of professional conduct.

15. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
16. Being formally charged with any felony or any crime involving moral turpitude or the possession, transfer, sale, or distribution of a controlled substance.
17. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
18. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
19. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job, with or without reasonable accommodation.
20. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, or the community, impairs or diminishes the employee's effectiveness in the District.
21. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
22. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
23. A significant lack of student progress attributable to the educator utilizing federal, state, or locally adopted academic performance standards. [See AIA, AIB, AID, and EKB]
24. Behavior that presents a danger of physical harm to a student or to other individuals.
25. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
26. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional. "Profanity" includes language that is harshly, coarsely, or irreverently vulgar or insult-

ing; curse words in any language; ethnic, racial, or religious slurs; and language that is clearly sexually offensive.

27. Falsification of records or other documents related to the District's activities.
28. Falsification or omission of required information on an employment application.
29. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
30. The illegal transfer, appropriation, or expenditure of school property or funds.
31. Failure to fulfill requirements for state licensure or certification, including passing certification or licensing examinations required by state or federal law or by the District, for the employee's assignment.
32. Failure to maintain licensing and certification requirements, including the completion of required continuing education hours, for the employee's assignment.
33. Failure to complete certification or permit renewal requirements, or failure to fulfill the requirements of a deficiency plan, under an Emergency Permit or a Temporary Classroom Assignment Permit.
34. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
35. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
36. Engaging in or assigning to another individual, whether intentionally or knowingly, an instruction, guidance, activities, or programming prohibited by law. [See EMB]
37. Engaging in or assigning to another individual, whether intentionally or knowingly, diversity, equity, and inclusion duties prohibited by law.
38. Any reason constituting good cause for terminating the contract during its term.

Recommendations
from Administration

Administrative recommendations for renewal or proposed nonrenewal of professional certified employee term contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

Superintendent's Recommendation	The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal. The Board shall consider such information, to the extent relevant, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.
Notice of Proposed Nonrenewal	<p>After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver written notice of proposed nonrenewal in accordance with law.</p> <p>The notice of proposed nonrenewal shall contain a statement of the procedures for conducting a hearing. If the notice of proposed nonrenewal does not contain a statement of the reason or all the reasons for the proposed action and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal at a reasonable time before the hearing.</p> <p>In the notice of proposed nonrenewal, the employee shall receive notice of whether the Board [see Request to the Board, below] or an independent hearing examiner appointed by the commissioner of education [see Request to the Commissioner, below] will conduct the hearing.</p>
Direct Communication with Board Members	Employees are generally not prohibited from communicating with Board members regarding District operations, except when direct communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal relating to the employee. Such direct communications are prohibited in connection with any proceeding under this policy, until after a final decision in the matter has been reached by the Board.
Request to the Commissioner	If the Board has determined that the nonrenewal hearing will be conducted by an independent hearing examiner, the employee must file a written request with the commissioner not later than the 15th day after receiving the notice of the proposed nonrenewal. The employee must provide a copy of this request to the Board.
Hearing Procedures	The hearing shall be conducted in accordance with the independent hearing procedures detailed at DFD.
Board Decision	Following the hearing, the Board shall take appropriate action in accordance with DFD.
Request to the Board	If an independent hearing examiner will not conduct the nonrenewal hearing and the employee desires a hearing, the employee

shall notify the Board in writing not later than the 15th day after receiving the notice of proposed nonrenewal.

When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the Board shall notify the employee whether the hearing will be conducted by the Board [see Hearing by the Board, below] or an attorney designated by the Board [see Hearing by an Attorney Designated by the Board, below].

The hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

Hearing by the Board

Unless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

Hearing Procedures

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

Board Decision

The Board may consider only evidence presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

**Hearing by an
Attorney Designated
by the Board**

The hearing must be private unless the employee requests in writing that the hearing be public, except that the attorney may close the hearing to maintain decorum. If the employee does not request a public hearing, only the attorney designated by the Board, the employee, the Superintendent, their representatives, and witnesses will be permitted to be in attendance, and witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the control of the attorney designated by the Board and shall generally follow the steps listed below:

1. After consultation with the parties, the attorney shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

Not later than the 15th day after the completion of the hearing, the attorney shall provide to the Board a record of the hearing and his or her recommendation on renewal.

Board Review

The Board shall consider the record of the hearing and the attorney's recommendation at the first Board meeting for which notice can be posted, unless the parties agree in writing to a different date. The Board shall notify the employee of the meeting date as soon as it is set. At the meeting, the Board shall allow each party an equal amount of time to present oral arguments. The Board shall notify the employee in writing of the Board's decision on renewal not later than the 15th day after the date of the meeting.

No Hearing

If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.