

Minutes of Regular Meeting
Edgewood Independent School District Board of Trustees
Tuesday, August 22, 2023

A Regular Meeting of the Board of Trustees of Edgewood ISD was held on Tuesday, August 22, 2023, beginning at 6:00 PM, Guerra Center - District Conference Center, 1930 Herbert Lane, San Antonio, TX 78227.

1. Call Meeting to Order	
A. Roll Call	
B. Pledge of Allegiance to US and Texas Flag	
C. Moment of Silence	
2. Update of current District Events, Information, Operations, and Programs	
3. Communication from Citizens:	
4. Superintendent's Report:	
5. Consent: (All items may be acted upon at the same time by the School Board)	
A. Consideration and approval of the 2023-2024 Lone Star Governance Monthly Monitoring Calendar	4
B. Consideration and approval of the renewal of the Head Start and Early Head Start Agreement for Education Services with the City of San Antonio for the 2024 to 2029 grant period in the amount of \$6,848,409.00	7
C. Consideration and approval of the Air Tutor Contract Agreement to provide small group online instructional services for Accelerated Instruction purposes to address the mandates of HB 4545 and HB 1416, not to exceed \$270,000.00	72
D. Consideration and approval of the Brainfuse Online Tutoring Services Learning Agreement to provide small group online instructional services for Accelerated Instruction purposes to address the mandates of HB 4545 and HB 1416, not to exceed \$112,420.00	93
E. Consideration and approval of the amended 2023-2024 Texas Teacher Evaluation and Support System (T-TESS) appraisers	110
F. Consideration and approval of the 2023-2028 District Strategic Plan	114
G. Consideration and approval of a \$6,000,000 General Fund Budget	138

Amendment for August 2023 to cover estimated carryover requisitions. Source funds: \$1,000,000 from the General Fund Balance and \$5,000,000 Operating Transfer In from Workers' Compensation Fund

H. Consideration and approval of a waiver request of penalty and interest on Ad Valorem Taxes for Ms. Maricela I. Morales and Edgewood ISD 140

I. Consideration and approval of the Edgewood ISD Board Resolution authorizing Edgewood ISD Assistant Superintendent of Business Operations as the individual to calculate the no-new-revenue tax rate, the voter-approval tax rate, and other truth-in-taxation requirements 157

J. Consideration and approval of the Agreement with Donald L. Mooney Enterprises dba Nurses Etc. Nurses Staffing in the total amount not to exceed \$200,000.00 159

K. Consideration and approval of the first reading for the proposed revision Board Policy AE (Local) - Educational Philosophy for the 2023-2024 school year 171

L. Consideration and approval regarding specific personnel matter(s). Section 121.105 deals with Probationary Contract and Section 21.106 Term Contract abandonment 181

M. Consideration and approval of Board Meeting Minutes: 183
1. June 6, 2023 - Public Hearing
2. June 6, 2023 - Regular Board Meeting

6. Closed Session as authorized by the Texas Open Meetings Act, Texas Government Code Chapter 551.071, 551.072, and 551.074

A. Consultation with legal counsel regarding the Superintendent's Evaluation and matters related thereto

B. Consultation and deliberation with legal counsel regarding right of entry granted to City of San Antonio on May 16, 2023, regarding Edgewood ISD property located at 1119 S. Acme Road, San Antonio, Bexar County, Texas and matters related thereto

7. Open Session:

8. Information Items:

A. Monthly Financial Statements for the month ending July 2023

B. Monthly Tax Collection Report for the month of July 2023

C. Auxiliary and Paraprofessional Employment Board Report

D. Professional Employment Board Report 2

9. Adjournment:

Dr. James Hernandez
School Board President
Edgewood Independent School District

Martha Castilla
School Board Secretary
Edgewood Independent School District

Date

Edgewood Independent School District

Regular Board Meeting

Date: August 22, 2023

AGENDA SECTION: Consent

SUBJECT: Consideration and approval of the 2023-2024 Lone Star Governance Monthly Monitoring Calendar.

BOARD POLICY: AE (LOCAL)

BOARD/SUPERINTENDENT PRIORITY(S):
(Select all applicable priorities)

- ☒ Priority 1 – Focus on Student Success
- ☐ Priority 2 – Focus on Students, Families and Community
- ☐ Priority 3 – Focus on Operational Excellence
- ☒ Priority 4 – Focus on Employees & Organizational Improvement
- ☐ Priority 5 – Focus on Financial Stewardship

ACCOUNT CODE(S): AE (LOCAL)

PREPARED/PRESENTED BY: Phillip Chavez, Deputy Superintendent

Background Information

This presentation will review the **2023-2024 Lone Star Governance (LSG) Monthly Monitoring Calendar**.

In accordance with the Texas Education Agency (TEA) Lone Star Governance continuous improvement model and the Framework for the School Board, the Edgewood ISD administration monitors progress towards the district's goals and measures and compliance with board constraints. Policy AE(LOCAL) – Educational Philosophy, states the district's performance be presented monthly to the Board through Monthly Monitoring Reporting Goal Progress Measures.

Administrative Considerations

The Board will receive a presentation on the 2023-2024 LSG Monitoring Calendar. The LSG Monthly Monitoring Calendar supports Lone Star Governance Goals and Goal Progress Measures, Constraint Progress Measures, and the Board Quarterly Progress Tracker reports. The district continues to meet expectations concerning the measures and constraints and similar results are expected in the coming months.

Communication Deployment

Board Minutes and EISD website posting.

Suggested Motion

The Board approves the 2023-2024 Lone Star Governance Monthly Monitoring Calendar.

Respectfully submitted,
Dr. Eduardo Hernández, Superintendent of Schools

Edgewood ISD provides an exceptional learning experience that engages, empowers, and prepares students to compete and reach their highest potential in an ever-changing world.

Lone Star Governance Monitoring Calendar 2023-2024	
Board Workshop Dates Board Meeting Dates YEAR 7 – 2023-2024	Student Outcome Goals Goal Progress Measures (GPM) Constraint Progress Measures (CPM) Board Quarterly Progress Tracker (Q27-Q31)
Board Workshop: September 5, 2023 Board Meeting: September 19, 2023	GPM 3.1 – Texas Success Initiative (2023) GPM 3.2 – Advanced Placement (2023) GPM 3.3 – Dual Course Credits (2023) GPM 3.4 – Industry-Based Certification (2023) <i>Superintendent Annual Evaluation (pending 2023 Accountability Results)</i>
Board Workshop: October 10, 2023 Board Meeting: October 24, 2023	GPM 1.1 – Grade K Reading GPM 1.2 – Grade 1 Reading GPM 1.3 – Grade 2 Reading Board Quarterly Progress Tracker - (Q27)
Board Workshop: November 7, 2023 Board Meeting: November 14, 2023	GPM 2.1 – Grade K Math GPM 2.2 – Grade 1 Math GPM 2.3 – Grade 2 Math
Board Workshop: December 12, 2023 Board Meeting: None	CPM 1.1 – SGS North Star Goal CPM 2.1 – Professional Learning CPM 3.1 – Teacher Turnover Rate
Board Workshop: None Board Meeting: January 16, 2024	GPM 3.1 – Texas Success Initiative GPM 3.2 – Advanced Placement GPM 3.3 – Dual Course Credits GPM 3.4 – Industry-Based Certification Board Quarterly Progress Tracker - (Q28)
Board Workshop: February 6, 2024 Board Meeting: February 20, 2024	GPM 1.1 – Grades K Reading GPM 1.2 – Grade 1 Reading GPM 1.3 – Grade 2 Reading
Board Workshop: None Board Meeting: March 26, 2024	GPM 2.1 – Grade K Math GPM 2.2 – Grade 1 Math GPM 2.3 – Grade 2 Math
Board Workshop: April 2, 2024 Board Meeting: April 16, 2024	GPM 3.1 – Texas Success Initiative Board Quarterly Progress Tracker - (Q29)
Board Workshop: May 7, 2024 Board Meeting: May 21, 2024	GPM 1.1 – Grades K Reading GPM 1.2 – Grade 1 Reading GPM 1.3 – Grade 2 Reading
Board Workshop: June 4, 2024 Board Meeting: June 18, 2024	GPM 2.1 – Grade K Math GPM 2.2 – Grade 1 Math GPM 2.3 – Grade 2 Math
Board Workshop: None Board Meeting: July 23, 2024	CPM 1.1 – SGS North Star Goal CPM 2.1 – Professional Learning CPM 3.1 – Teacher Turnover Rate Board Quarterly Progress Tracker - (Q30)
Board Workshop: August 6, 2024 Board Meeting: August 20, 2024	2023-2024 LSG Summary of Goals Met 5

Edgewood Independent School District

Regular Board Meeting

Date: August 22, 2023

AGENDA SECTION: Consent

SUBJECT: Consideration and approval of the renewal of the Head Start and Early Head Start Agreement for Education Services with the City of San Antonio for the 2024 to 2029 grant period in the amount of. \$6,848,409.00.

BOARD POLICY: CH(Local)

BOARD/SUPERINTENDENT PRIORITY(S):
(Select all applicable priorities)

- ☒ Priority 1 – Focus on Student Success
- ☒ Priority 2 – Focus on Students, Families and Community
- ☐ Priority 3 – Focus on Operational Excellence
- ☐ Priority 4 – Focus on Employees & Organizational Improvement
- ☐ Priority 5 – Focus on Financial Stewardship

ACCOUNT CODE(S): 205-xx-6xxx-00-xx-xxx

PREPARED/PRESENTED BY: Dr. Roberto Basurto, Assistant Superintendent for Academic Services

Background Information

The City of San Antonio has received grants from the U.S. Department of Health and Human Services Administration for Children and Families for the purpose of providing Head Start and Early Head Start services to children and families in the Edgewood Independent School and the San Antonio Independent School District. For more than ten years, the District and the City have partnered to provide high quality early childhood services to three- and four-year-old's, meeting all mandates of the State's Pre-kindergarten program. In 2022, services were extended to children ages 6 weeks to three years through the Early Head Start Program. The proposed agreement combines both Early Head Start and Head Start into one agreement supporting fluidity of services between the two groups.

During the next five-year grant period, the District will be eligible for \$6,848,409 each year to support the Head Start and Early Head Start programs. \$5,131,001 is designated to serve 777 qualifying District 3- and 4-year-olds in the Head Start portion of the program. The remaining \$1,717,408 will serve 128 children (ages 6 week to 3 years) in Early Head Start. In addition to the amount provided through this agreement, the District is required to designate non-federal funds totaling 25% of the program's budget as in-kind support.

Both Head Start and Early Head Start are nationally recognized early childhood programs with a long history of successful outcomes for children and their families. Head Start is a federal program that provides early childhood education, health, nutrition, and parent involvement to low-income children

Edgewood ISD provides an exceptional learning experience that engages, empowers, and prepares students to compete and reach their highest potential in an ever-changing world.

Edgewood ISD | 5358 West Commerce | San Antonio, TX 78237 | (210) 898-2000

Edgewood Independent School District

and families with the intent of preparing children for school and for life. The program's presence in EISD has helped to bring support to District children and their families at no cost to the family. Head Start programs are required to offer the following services:

- Education designed to meet the needs of the individual child ·
- Health and dental screenings and referrals ·
- Mental health and disability services
- Nutrition education and meals ·
- Parent involvement opportunities ·
- Social services ·
- Transportation

The partnership with the City of San Antonio and Edgewood ISD maximize financial resources and enhances early childhood learning opportunities.

Administrative Consideration

Discussion of the renewal of the Head Start and Early Head Start Agreement for Education Services with the City of San Antonio for the 2024 to 2029 grant period.

Communication Deployment

Board Workshop, Board Updates, Board Briefings, Board Minutes

Suggested Motion

The Board approves of the renewal of the Head Start and Early Head Start Agreement for Education Services with the City of San Antonio for the 2024 to 2029 grant period in the amount of. \$6,848,409.00.

Respectfully submitted,
Dr. Eduardo Hernandez, Superintendent of Schools

**STATE OF TEXAS * HEAD START & EARLY HEAD START AGREEMENT
FOR EDUCATION SERVICES**

**COUNTY OF BEXAR * BETWEEN THE CITY OF SAN ANTONIO
 & THE**

CITY OF SAN ANTONIO * EDGEWOOD INDEPENDENT SCHOOL DISTRICT (ISD)

This Interlocal Agreement between the City of San Antonio (“City”), a Texas Municipal Corporation, acting by and through its Director of the Department of Human Services pursuant to Ordinance No. _____ dated _____, and the Edgewood Independent School District (“ISD”), a political subdivision of the State of Texas, acting by and through its Superintendent (individually "the Party" and collectively "the Parties") sets forth the objectives, understandings, and agreements between the Parties in connection with the use of federal grant funds for the City’s Head Start and Early Head Start programs (each individually, “the “program;” together, “the programs.” This Agreement is made and entered into by the Parties pursuant to the authority granted under the Interlocal Cooperation Act, Texas Gov’t Code 791 *et seq.*

WITNESSETH:

WHEREAS, City has received grants ("Grant") from the U.S. Department of Health and Human Services ("HHS") Administration for Children and Families ("ACF") pursuant to the Head Start Act (42 U.S.C. §9831 *et seq.*, as amended) for the purpose of providing Head Start (HSpK) and Early Head Start (EHS) services to children and families in the San Antonio and Edgewood Independent School Districts; and

WHEREAS, the Department of Human Services (“DHS”) is authorized by the City to execute this agreement with ISD to provide Head Start (“HSpK”) services to pre-school-aged children ages three to five years old and their families in ISD’s school district (the HSpK “project” or “program”); and

WHEREAS, DHS is also authorized to provide Early Head Start (“EHS”) services to children from six weeks of age to three years old and their families in ISD’s school district (the EHS “project” or “program”); and

WHEREAS, ISD is appropriately licensed and qualified, to enter into this Agreement with City and agrees to deliver the services described in accordance with applicable Head Start Performance Standards and other federal, state and local requirements;

NOW THEREFORE, City and ISD agree as follows:

I. SCOPE OF WORK

- 1.1 ISD will provide all activities and services in a manner satisfactory to City and in compliance with ISD's Scopes of Work (**Attachment I(A)** for the HS PK program and **I(B)** for the EHS program), this Agreement, and the Terms of the Grant (as defined below). If the terms of this Agreement are inconsistent or in conflict with the Terms of the Grant, the terms imposing the most stringent requirements upon ISD will control.
- 1.2 In the event that ISD is not able to provide the services for a reason grossly outside of ISD's control, such as a public declaration of emergency or disaster, ISD must alert DHS immediately, and City will determine if and what alternative services are required. ISD may propose alterations, but the final service delivery plan must receive City's approval in writing.
- 1.3 For purposes of this Agreement, the terms listed below will have the following meanings:
 - (A) "Allowable Costs" are those costs, which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in Article XII hereof, for the proper administration and performance of the services to be provided under an agreement.

- (B) “Business day” means every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by either party for employees.
 - (C) “Cost Allocation Plan” is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program so as to assure the provided Grant funds do not subsidize other program(s), and ensures that City is paying only its fair share of the costs solely devoted to the Project or funded pursuant to this Agreement.
 - (D) “Equipment” and “property” means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, and includes not only furniture and other durable property but also vehicles, although will not include supplies and consumables.
 - (E) “Program Budget Year”, “PBW” or “Budget Period” means the budget term for the grant(s) that comprise the funding source(s) for this Agreement.
 - (F) “Program Income” means earnings of ISD realized from activities resulting from this Agreement or from ISD’s management of funding provided or received hereunder. Such earnings include, but are not limited to, interest income; usage or rental/lease fees; income produced from Agreement-supported services of individuals or employees or from the use of equipment or facilities of ISD provided as a result of this Agreement; and if applicable, payments from clients or third parties for services rendered by ISD pursuant to this Agreement.
 - (G) “Relevant HHS directives” means written directives of HHS or its subdivision, including the ACF, Head Start Bureau, Program Operations Division and ACF Region VI, including any updates.
 - (H) “Terms of the Grant” means all requirements of the Grant, whether contained in the Head Start Act, as amended by the Improving Head Start for School Readiness Act of 2007 (42 U.S.C. §9831, *et seq.*), or other applicable statutes, implementing regulations (e.g., 45 C.F.R. §1301 *et seq.* (the “Head Start Performance Standards” or “Performance Standards”) and 45 C.F.R. Part 75, as amended), rules, Executive Orders, the award document from HHS to City, Relevant HHS Directives,, including, but not limited to circulars, Program Instructions, Information Memorandums and Policy Clarifications, City’s policies and procedures and the program design manual applicable to the Head Start Program, as such requirements exist as of the date of this Agreement and as such requirements may be established or modified (by amendment, deletion, addition or otherwise) during the period of the Agreement.
- 1.4 ISD will establish and implement policies and procedures governing personnel, financial management, and programmatic management, as specified more fully in 45 C.F.R Parts 1301 *et seq.*, and/or 45 C.F.R. Part 75. Such policies and procedures must be consistent with the Terms of the Grant, the policies and procedures approved by City’s Head Start Policy Council (HSPC) and Governing Body, and content area service plans.
 - 1.5 City retains the authority to contract with third parties for the delivery of other Head Start services in the San Antonio and Bexar County area. ISD agrees to allow City’s other such contractors access to the facilities leased and/or owned by ISD, so long as access would not cause disruption of ISD’s educational activities or purpose as an educational entity. ISD agrees to cooperate with City and third-party Head Start contractors to establish, modify, and comply with a set of policies and procedures governing City’s Head Start Program and the protocol for collaboration between Head Start service providers. ISD agrees that, notwithstanding the fact that another Head Start service provider under City’s Head Start Program may be contracted to provide a category of service, ISD, under the leadership of its Early Childhood Education Director , will be responsible to coordinate with Head Start service providers and work with City to ensure provision of full array of services to which the children are entitled under the Terms of the Grant.

II. TERM

- 2.1 Except as otherwise provided, this Agreement will begin on February 1, 2024 and will terminate on January 31, 2029, for the 2024-29 Grant’s project period.
- 2.2 ISD understands this Agreement is contingent on the continued award of the Grant, and that should the award be reduced or discontinued, this Agreement may be amended or terminated accordingly. City would promptly notify ISD of any such action.

III. CONSIDERATION

- 3.1 ISD agrees and understands that funds are awarded only for each budget year ("budget period") of the Head Start project period. In consideration of ISD's services, City will reimburse ISD total amounts not to exceed:

(A) \$ 5,131,001.00 ("the Federal Share") for the HSpK program and

(B) \$ 1,717,408.00 ("the Federal Share") for the EHS program

for each budget period of this Agreement (i.e. February 1 – January 31) for costs incurred in accordance with this Agreement, including all attachments, and any amendments thereto.

Non-Federal Share. ISD's Program Budget (**Attachment II**) is comprised of the Federal Share and the Non-Federal Share. The Federal Share will be no more than 75% of the total Program Budget. Should ISD fail to raise all of the Non-Federal Share funds (25% of the total Program Budget, or

(A) \$ 1,710,333.67 for the HSpK program and

(B) \$ 572,469.33 for the EHS program)

it is required to raise for each budget period of this Agreement, City reserves the right to reduce its reimbursements to ISD proportionately. For instance, if ISD succeeds in raising only fifty percent (50%) of its required Non-Federal Share funds, City may accordingly reduce its reimbursements to ISD to fifty percent (50%) of City's total obligation to ISD. ISD may provide additional Non-Federal Share funds if ISD, in its discretion, determines such funds are available. To meet the requirements of this Agreement, all claimed Non-Federal Share must meet the requirements of 2 C.F.R. 200 et seq. and 45 C.F.R. § 75.306, as applicable.

- 3.2 Prior to commencement of this Agreement, and to each budget period thereafter, ISD must submit for City approval, ISD's proposed monthly budget by line item for that entire budget period and, along with its Program Budget, include detail by category. Until City receives and approves the initial proposed monthly budget for that budget period, City reserves the right to redirect ISD's proposed funding under this Agreement. City will notify ISD of the amount redirected and revised Agreement funding. Additionally, at the start of each budget period and throughout the Term of this Agreement when requested by City, ISD will submit for City review quarterly forecasts of the projected expenses for each month remaining in that budget period. ISD's budgeted development and administrative costs (as defined by 45 C.F.R. Part 1305) may not exceed twelve percent (12%) of the Program Budget unless the total Program Budget is modified in accordance with this Agreement, in which case the amount will be reduced proportionately unless the Parties otherwise agree.

- 3.3 Approval required. ISD must seek and obtain City's prior written approval 30 calendar days before making budget modifications. City may make exceptions to the 30-day notice requirement on a case-by-case basis, but ISD must make a request in writing and be accompanied by a justification for the change and indicate which lines items are affected by such change.

- 3.4 Funding reduction. ISD understands and agrees that should ISD fail to meet or maintain (for a 120 day period) its funded enrollment level as set forth in the Scope of Work, DHS may (i) reduce ISD's funding by an amount equal to the difference between funded and actual enrollment or (ii) permanently reassign any unfilled slots to an alternate education service provider.

- 3.5 The funding level of this Agreement is based on an allocation from the following funding sources:

U.S. Department of Health and Human Services (HHS) – Head Start Funds Assistance Listing # 93.600.

Consequently, ISD agrees to comply with the Terms of the Grant and Relevant HHS Directives, and with the Special Provisions, attached to and included in this Agreement as **Attachment III**.

IV. PAYMENT

- 4.1 ISD agrees that this is a cost reimbursement contract and that City's liability under this Agreement is limited to making reimbursements for Allowable Costs incurred as a direct result of services provided in accordance with the terms of this Agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budget line items described in **Attachment II(A)** (for the HSpK program) and **Attachment II(B)** (for the EHS program) of this Agreement, except in cases where (a) the budget for that budget period remains the same, a subsequent budget revision has been approved in accordance with the procedure set forth in Section 3.3 ("budget revision"), or (b) there is an increase or decrease to the budget for that budget period, an amendment has been approved pursuant to Section 24.1 of this Agreement ("budget amendment"). Approved budget revisions and amendments must be signed by the Director of DHS and modify the Budget(s) attached hereto, and in such cases ISD's requested reimbursed costs must be consistent with the last revised, approved budget for that budget period. Approved budget revisions and amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Agreement to the budget will mean the budget as revised through approved budget revisions or amendments.
- (A) Revision Requests. Budget revision requests must be submitted in advance of anticipated expense(s). City will not accept budget revision requests submitted later than 30 days prior to the end of the budget period (e.g., December 31), unless ISD requests a reasonable extension before that date, which request will not be unreasonably denied by City.
 - (B) Disallowed Costs. City will not be liable for any cost of ISD not eligible for reimbursement as defined within the Agreement. ISD will remit to City within ten (10) ISD business days after City makes the request for remittance or City may offset against future funding obligations by City.
 - (C) Periodic Review. City will conduct periodic reviews of ISD's program expenditures to determine whether ISD is on pace to utilize program funds received. If City determines ISD is not on pace, City may request ISD to submit plans, within 10 days, to reinvest any unspent funds on improvements to program quality.
- 4.2 Advance Payments. If specific circumstances require an advance payment on this Agreement, ISD must submit to the Director of DHS a written request for approval of such advance payment, including the specific reason for such request in the form prescribed by City. ISD understands that City will not be obligated to approve any advances request. It is understood and agreed by the Parties that (a) each request requires submission to the Director of DHS no less than ten (10) ISD business days prior to the actual ostensible cash need, (b) each request will be considered by the Director of DHS on a case-by-case basis, and (c) the decision by the Director of DHS whether or not to approve an advance payment is final. When advance payments are authorized:
- (A) ISD's payment to a vendor using funds advanced by City must be remitted to the vendors in a prompt and timely manner after services have been performed by the vendor, but not later than ten (10) business days after ISD is notified that an advance payment check is available from City.
 - (B) ISD must deposit Agreement funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC) and maintain recordkeeping in a manner that allows City to track expenditures made. In those situations where ISD's total deposits in said bank exceed the FDIC insurance limit, ISD must arrange to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by ISD from ISD's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause ISD's account balance to exceed the FDIC limit must be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended.
 - (C) City may deduct from monthly reimbursements amounts necessary to offset the amount advanced, considering factors such as projected Allowable Costs and other indicators such as ISD's financial stability. ISD will maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

- 4.3 Requests for Payment. ISD will submit to City no later than the forty-fifth (45th) day after the end of every month a monthly Request for Payment which City will pay within 30 calendar days of receipt, so long as the Request is in the form prescribed by City, which details the specific costs (by category and by program account number) ISD expensed in the previous month for the services delivered as described in Article I, including supporting documentation of the costs as may be required by City. The Request for Payment must also specify the Program Income received or projected during the same time period, as well as the number of children enrolled for the same time period. The Director of DHS may require ISD's submission of original or certified copies of invoices, cancelled checks, ISD's general ledger and/or receipts to verify invoiced expenses.
- 4.4 Closeout. No later than the forty-fifth (45th) day after the end of each PBY, Agreement expiration, or date of early termination, if applicable, ISD will submit to City a full accounting of the Program Income, Non-Federal Share funds received, and total program costs incurred, along with all Requests for Payment.
- (A) Overpayment. ISD agrees to reimburse the City for any ISD overpayment based upon reconciled adjustments resulting from ISD's balance and/or Statement of Revenue and Expenditure sheet as of the end of that PBY, which is due to City no later than 45 days after the end of that PBY.
 - (B) In addition, all purchase orders that have been encumbered by the end of that PBY must be received and paid within the same timeframe. These deadlines may be adjusted only if ISD receives written authorization from City allowing ISD to submit a Request for Payment at a later specified date.
 - (C) Written Notification by City. Reimbursement will be made within twenty (20) calendar days of receipt of written notification to ISD of the need for reimbursement.
- 4.5 ISD agrees that City will not be obligated to any subcontractors or third party beneficiaries of ISD.
- 4.6 Financial Management System. ISD must maintain, and City may review at any time during this Agreement, a financial management system, systems of internal accounting, administrative controls, and acceptable accounting records in accordance with this Agreement and applicable Head Start regulations and federal directives such as 2 C.F.R. 200 *et. seq.* 45 C.F.R. § 75.302 *et seq.*, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and must provide:
- (A) accurate, current, and complete disclosure of financial support from each federal, state and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII of this Agreement. If accrual basis reports are required, ISD will develop accrual data based on an analysis of the documentation available;
 - (B) records that adequately identify the source and application of funds for City-sponsored activities. Such records will contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;
 - (C) effective control over and accountability for all funds, property, and other assets. ISD must adequately safeguard all such assets and ensure that they are used solely for authorized purposes. ISD will maintain a separate numbered account for all funds received and disbursed through this Agreement;
 - (D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by City, financial information should be related to performance and unit cost data;
 - (E) procedures to minimize the time elapsing between the transfer of funds from City and the disbursement of said funds by ISD;
 - (F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Article XII, and the terms of the award, Grant, and Agreement, with City;
 - (G) accounting records that are supported by source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City). ISD

will maintain records and meet necessary requirements under Generally Accepted Accounting Principles [GAAP]; and

- (H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed according to the expense account to which they were charged.

Additionally, City may require ISD to use any and all of City's accounting or administrative procedures that are in conformity with Generally Accepted Accounting Principles for state account standards in Texas in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Agreement. Should a conflict exist between the Parties' accounting procedures, ISD must use the stricter of the procedures.

- 4.7 ISD agrees that ISD costs or earnings claimed under this Agreement may not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.
- 4.8 Cost Allocation Plan. ISD must establish and abide by a cost allocation methodology and plan, to ensure that costs allocated and charged to the Grant are not charged to other federal, state or local awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. ISD will provide to City prior to the beginning of each budget period and on a quarterly basis (i) a matrix identifying the shared use of such facilities and/or program services; and (ii) the Cost Allocation Plan and supporting documentation, along with its Budget, financial statements and audit that are applicable to ISD's Project. City will have the right to approve the Cost Allocation Plan.

V. PROGRAM INCOME

- 5.1 At the sole option of the Director of DHS, if ISD obtains Program Income under this Agreement, ISD will either (a) be required to return Program Income funds to City through DHS, or (b) upon prior written approval by the Director of DHS, ISD may be permitted to retain such funds to be:
 - (A) used to further eligible Project objectives, in which case proposed expenditures must first be approved by City; or
 - (B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by City.

If the Director approves ISD to retain Program Income, ISD must submit all reports as and when required by DHS.

- 5.2 Notice & Statement of Expenditures. ISD must (i) provide DHS with thirty (30) calendar days written notice detailing the type, time, and place of the activity prior to the activity that generates Program Income and (ii) submit, within thirty (30) calendar days of the activity that generates Program Income, a statement of expenditures and revenues, understanding the statement is subject to audit by DHS. Failure by ISD to report Program Income as required is grounds for suspension, cancellation, or termination of this Agreement.
- 5.3 Fees or Donations. ISD is prohibited from charging fees or soliciting donations and is prohibited from inviting or contracting with vendors who would charge fees or solicit donations from Head Start participants and their parents in any Agreement-funded project without the prior written approval of the Director of DHS. However, ISD may engage in general school activity that is not specifically targeted at Head Start families.
- 5.4 ISD will include this entire Article in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF THIS AGREEMENT

- 6.1 ISD agrees to comply with all the terms and conditions that City must comply with in its award document from HHS (**Attachment IV**). The award document will be supplemented for each PBY, and these changes will be included automatically in Attachment IV.

- 6.2 City has Final Authority. Should any disagreement or dispute arise between the Parties pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, the City Manager or the Director of DHS, as representatives of City and ultimately responsible for all matters of compliance with HHS and City rules and regulations, will have the final authority to render or secure an interpretation.
- 6.3 ISD will not use funds awarded from this Agreement as matching funds for any federal, state or local grant without the prior written approval of the Director of DHS.
- 6.4 City will have the authority during normal business hours to make physical inspections of all operating facilities occupied by ISD for the administration of this Agreement and to require physical safeguarding devices such as locks, alarms, security / surveillance systems, safes, fire extinguishers, sprinkler systems, etc. as reasonably necessary, to safeguard children, property and/or equipment.
- 6.5 ISD's Board. ISD will provide to DHS, and provide updates when changes occur, the following related to ISD's governing body ("Board"), including but not be limited to:
- (A) Roster of current Board Members and updates (name, role, term, telephone number, and board e-mail address);
 - (B) Annual schedule of anticipated board meetings;
 - (C) Board agendas to be submitted prior to each meeting, ISD's administration will attempt to notify City when a program item is anticipated to be placed on the agenda; and
 - (D) Approved minutes of every Board meeting relating to the program.
- ISD's Board will further:
- (A) ensure it is in full compliance with Head Start requirements regarding governance, management, and programmatic operations; and
 - (B) seek and obtain City's written approval before making any material revisions in ISD's Head Start program that violates or conflicts with (1) City's refunding application to HHS, (2) the Terms of the Grant, (3) the terms of this Agreement or (4) the approved locations of ISD's Head Start Centers.
- 6.6 Employee Integrity. If ISD's Board and management staff has no Employee Integrity Policy, it must adopt and approve one, to include internal program management procedures, and require all staff to abide by it and HHS regulations to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These policies and procedures require repayment of such erroneously-received Grant funds or property by ISD, or ISD's contractor, and specify any other consequences to ISD's employees and vendors involved in such illegal activities, and may include termination and prosecution where necessary. Said policies and procedures will be provided to DHS upon request by DHS. If DHS finds the policies and procedures to be lacking, ISD will comply with DHS's required revision(s).
- 6.7 Confidential Information.
- (A) Unless disclosure is authorized by the City or is required by the Attorney General for the State of Texas, ISD agrees to maintain in confidence all information pertaining to the Project or City including, without limitation, reports, information, data, other related information (collectively, "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. ISD must protect the Confidential Information and take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information.
 - (B) If disclosure is permitted by law or required by order of a governmental agency or court of competent jurisdiction, ISD will give the Director of DHS prior written notice that disclosure is required with a full and complete description regarding such requirement.

- (C) ISD must establish specific procedures designed to meet the obligations of this Section, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with ISD's employees and subcontractors prior to any disclosure of the Confidential Information to third parties. This Section may not be construed to limit the right of HHS or the City to obtain copies, review and audit records or other information, confidential or otherwise, under this Agreement. Upon termination or expiration of this Agreement, ISD will return to City upon request all copies of materials related to the Project, including the Confidential Information and subject to ISD's right to use Educational Records. All confidential obligations contained herein (including those pertaining to information transmitted orally) will survive the termination of this Agreement. The Parties agree to ensure that their respective employees, agents, contractors and subcontractors are notified of the requirement to comply with these obligations.

6.8 Check writing and Handling Procedures. ISD agrees to comply with the following:

- (A) No blank checks are to be signed in advance.
- (B) Petty Cash. No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a \$100.00 maximum per check. ISD agrees that the aggregate amount of petty cash reimbursement will not exceed \$500.00 for any given calendar month during the term of this Agreement unless ISD receives prior written approval from DHS to exceed such limit. Such requests for petty cash must be supported by the submission to DHS of an original receipt.
- (C) Immediate Deposit. Checks issued by City to ISD must be deposited into the appropriate bank account immediately or by the next ISD business day after ISD's receipt, or City may investigate and issue a stop payment order and must never be cashed for purposes of receiving the face amount back.
- (D) Two Signatures. For checks other than petty cash reimbursement, ISD will adopt and comply with a policy requiring no less than two (2) signatures of authorized representatives of ISD on each check to reduce the risk of fraud, theft, or embezzlement. ISD agrees that City's reimbursement is subject to compliance with this provision.

6.9 Publicity. This Section is applicable to all project publicity, public presentations, signs, public notices, and other informational material, to include electronic media, (collectively, "Materials") prepared and/or disseminated during the Term of the Agreement by ISD. ISD will obtain City's prior approval of the language and logo to be used, and the Parties agree that all publicity regarding the affiliation between City and ISD will be mutually agreed to by the Parties in advance. ISD agrees that all Material(s) regarding the program shall provide a written statement acknowledging the role of the federal funds provided by HHS through City, which must read as follows: "The services provided by [ISD] are funded by the City of San Antonio Department of Human Services through a federal grant received from the U.S. Department of Health and Human Services." These Materials include, but are not limited to, signs identifying facilities. In addition, all publicity related to ISD's services must note services are operated on a non-discriminatory basis.

ISD further agrees to provide City with a copy of all proposed official communications to the public, program parents and employees as it may relate to City's implementation of City's program model or the transition of the Program and to obtain City's approval prior to dissemination.

6.10 Travel. ISD will comply with the following regarding City-funded travel:

- (A) Travel costs are allowable if:
1. they are approved in the budget;
 2. supported by detailed documentation, for example, conference costs to include itineraries and documentation certifying conference attendance;
 3. travel costs (including per diem rates) are do not exceed those allowed under the City's travel policies and conform to the reimbursement rates under the United States General Services Administration; and
 4. transportation fares are at economy class rates.

(B) Mileage reimbursement rates must not exceed the City's policy for mileage reimbursement and must comply with IRS rules. To be eligible for mileage reimbursement, the employees must:

1. possess a valid Texas Driver's License and liability insurance as required by law; and
2. record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep the record on file for City inspection, if requested. Mileage records are subject to spot-checks by the City.

ISD shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the ISD.

6.11 Facilities. All ISD facilities at the approved sites will meet applicable federal, state, and local safety standards. ISD will keep the facility, including campus and classroom furniture and equipment, kitchens, restrooms, and other areas utilized for Head Start services in good, clean, safe, and reasonable operating condition and repair, and in compliance with the HSPPS and any other direction received from HHS.

Upon commencement of this Agreement and upon request, ISD will provide City an up-to-date copy of any leases or other agreements for facilities used to provide services to children enrolled in the Head Start program and funded pursuant to this Agreement. City will be allowed to inspect the facilities and the licensing and/or certification documents relating to the facility during ISD's normal operating times. If facilities are found to be out of compliance with Head Start Health and Safety standards, ISD notify City via a monitoring report with photographs when possible, and

- (A) if an internal repair is necessary at any Head Start Centers/Campus, submit a work order request and address each problem within 10 ISD business days from the time the need for repair is brought to the attention of ISD;
- (B) if 10 days is not practicable, notify City in writing of the timeline for projected completion; and
- (C) follow up with City on all Health and Safety non-compliances immediately following the 10 ISD business days for corrective actions to be completed and submit a follow-up report stating either completed or not completed.

6.12 Debarment.

- (A) ISD certifies that neither it nor its principals nor subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.
- (B) ISD will provide immediate written notice to City, in accordance with the notice requirements of Article XXVI, if, at any time during the Term of this Agreement, including any renewals hereof, ISD learns that its certification was erroneous when made or has since become erroneous.

6.13 Timeframe. In this Agreement, wherever ISD is required to perform an action within a specified timeframe, ISD may request additional time to perform. City will give ISD's request due consideration whenever reasonably practicable, unless immediate compliance is required or needed.

VII. AUDIT

7.1 If ISD expends \$750,000 or more of City or federal dollars combined, whether provided under this Agreement or under multiple City contracts, then the ISD must complete an independent audit and submit the audit report to DHSHeadStartInvoices@sanantonio.gov within the earlier of:

- (A) 30 calendar days after receipt of the auditor's report(s);
- (B) 9 months after the end of ISD's fiscal year; or
- (C) 9 months after the expiration or early termination of this Agreement.

ISD must furnish to DHS at DHSHeadStartInvoices@sanantonio.gov a copy of the corrective action plan on all audit findings, a summary schedule of prior audit findings, management letter and/or conduct of audit

letter within 30 calendar days of receipt of the audit report or upon submission of the corrective action plan to the auditor.

If ISD is notified of federal, state, or local entities that have conducted program reviews and/or audits of the ISD or its programs of any findings about accounting deficiencies, or violations of ISD's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to DHS within 10 calendar days of receipt of the report.

- 7.2 If ISD expends less than \$750,000 of City or federal dollars combined, whether provided under this Agreement or under multiple City contracts, then the Contactor must complete and submit an audited financial statement(s) within the earlier of:

(A) 9 months following the end of ISD's fiscal year; or

(B) 9 months following expiration or early termination of this Agreement.

The financial statement must include the following 1) a balance sheet and income statement prepared by a bookkeeper, 2) a cover letter signed by ISD attesting to the correctness of the financial statement, and 3) a schedule of receipts and disbursements by budgeted cost category for each project funded by the City.

- 7.3 If ISD receives or expends more than \$750,000 in federal funds from the City, then an audit must be conducted in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (Uniform Guidance). ISD shall submit copies of its annual independent audit report, and all related reports issued by the independent certified public accountant within the earlier of 30 days after receipt of the auditor's report(s), or 9 months after the end of the audit period, unless a longer period is agreed to in advance by the Federal cognizant or oversight agency for audit to the Federal Audit Clearinghouse in Jeffersonville, Indiana.

ISD may submit reports through the following website:

<https://harvester.census.gov/facides/Account/Login.aspx> and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, ISD may submit the completed report by mail to:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, Indiana 47132

ISD agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from ISD's Single Audit. Reimbursement shall be made within 30 calendar days of written notification regarding the need for reimbursement.

- 7.4 The City may conduct or have an audit conducted or conduct a review of the use of funds and documentation associated with this Agreement. City is entitled to determine the scope of any audit. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. ISD must make available to City all accounting and Project records.

- 7.5 ISD, during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, must make available the books, records, documents, reports, and evidence with respect to all matters covered by this Agreement for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Agreement. The records shall be maintained for the required retention period, except if there is pending litigation or if the audit report has not been accepted, then the ISD shall retain the records for as long the City requires retention. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

- 7.6 If an audit or examination determines that the ISD has expended funds or incurred costs which may be inconsistent with this Agreement or if the applicable state or federal governing agency raises compliance issues, then ISD shall be notified and provided an opportunity to address the issues.
- 7.7 City shall provide ISD written notification if reimbursed expenses or charges are disallowed by the City because of review or audit findings. DHS may, in its sole discretion, elect to either 1) deduct the disallowed amounts from subsequent reimbursements, or 2) require ISD to fully refund the disallowed amounts by cashier's check or money order within ten days after receipt of written notification. ISD may not reduce a Project's expenditures if the City opts to deduct disallowed expenses or charges from future reimbursements.
- 7.8 Any expenses for the collection of delinquent debts owed by ISD are the sole responsibility of the ISD and shall not be paid from any Project funds.
- 7.9 If the City determines, in its sole discretion, that ISD is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the ISD pay for such audit from non-City resources.

VIII. RECORDS, REPORTING, AND MONITORING

- 8.1 ISD will submit to DHS any and all reports as may be required of ISD by HHS or City. ISD must incorporate and use a City-approved tracking or information system, such as ChildPlus, for the delivery of comprehensive Head Start services, to include current, accurate and complete client data, and collect, input and update all data as required by DHS Head Start policies and procedures and as required for the Program Information Report in accordance with City's reasonable timeline to ensure the reporting of accurate and consistent information to HHS.
- 8.2 Additionally, ISD will maintain and furnish to City the appropriate financial and programmatic information and reports as listed in the Scope of Work, in such forms as City may require pursuant to the Head Start Act, as amended, or as may be required under federal regulations, such as 2 C.F.R. 200 *et seq.* ISD will maintain all applicable supporting documentation of costs, including but not limited to payroll records, invoices, contracts or vouchers, and make these available to City upon request.
- 8.3 City reserves the right to reasonably request ISD to provide additional records for travel expenses, long distance and cell phone calls, faxes, internet service, or other electronic communication devices charged to the budget associated with this Agreement.
- 8.4 Licensing. ISD must maintain all appropriate state and local licenses, permits, certifications and approvals necessary to perform the work hereunder and the operation of ISD's facilities and programs, and will notify the City of compliance prior to commencement of this Agreement. ISD must report to City all notices served, violations found, or complaints filed with regard to licensing, or lack thereof within one (1) ISD business day of receipt of notice from the authority indicating the violation or noncompliance, as the case may be, and shall take all necessary steps to cure it. ISD shall also sign an Authorization For Release of Information giving the Texas Department of Family and Protective Services ("TDFPS") permission to share licensing information about the ISD with the City.
- 8.5 Critical Incident Reporting. ISD must establish and implement administrative procedures to respond to health emergencies, and with which all Head Start staff should be familiar and trained. These procedures must include, but not be limited to, methods of notifying parents in the event of a health emergency involving their child and established methods for handling cases of suspected or known child endangerment, abuse or neglect. If ISD has knowledge of, a report of, or is aware of a program crisis related to a claim, or suspects that media coverage would be negative due to an incident of child endangerment, neglect, abuse or physical discipline of a Head Start child while in the Program, ISD will contact City's designated representative immediately, but no later than 24 hours, for the purpose of notification of the incident. ISD must contact City's designated representative immediately whether or not the incident is fully investigated by ISD. If ISD is unable to reach City's designated representative, ISD will leave a verbal message or written message via

e-mail notifying City that ISD is attempting to notify City of an incident. ISD further agrees to immediately notify the parent of a Head Start child in any of the instances cited above, whether or not the instance may be characterized as suspected child abuse. In all cases, the suspected offender must be removed from the program classroom until an investigation, internal or external, has absolved him or her from the claim.

- 8.6 Final Report Requirements. Within a period not to exceed forty-five (45) calendar days after the end of each PBY, expiration or early termination date of this Agreement, ISD will submit all final client reports and all required deliverables to City. ISD agrees that in conjunction with the submission of the final report, ISD will execute and deliver to City a receipt for all sums received and a release of all claims for said sums against the Project.
- 8.7 Retention. ISD must maintain and make available to DHS upon request, all financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Agreement or the Grant including records for real property and equipment acquired with Head Start funds (collectively, "Records"), in accordance with the official records retention schedules established within the Local Government Records Act of 1989 and any amendments thereto, or for such period as may be specifically required by the Head Start regulations, as applicable, whichever is longer. Regardless, ISD agrees to maintain all Agreement and Grant-related records or documents for at least five (5) years from the date of City's submission of the annual financial report covering the awarded funds. If an audit, litigation, or other action involving the Records has been initiated before the end of the five (5) year period, ISD agrees to maintain the Records until completion of the latest requisite time period.
- 8.8 Access. ISD will make available to City or HHS, upon appropriate notice and unless otherwise prohibited by law, books, records, reports, documents, papers, policies and procedures (collectively "Documents") as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as the Documents are retained. This right also includes timely and reasonable access to ISD facility(ies) and personnel for the purpose of assessing safety and suitability. ISD will, upon request, transfer certain records or documents to the custody of City or HHS when City or HHS determines that they possess long-term retention value unless otherwise prohibited by law, and subject to ISD's right to use "Educational Records" as that term is understood under the Family Educational Rights and Privacy Act of 1974 ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99).
- 8.9 Monitoring.
- (A) At such times and in such form as may be required by DHS, ISD agrees City and/or HHS may evaluate, through monitoring, reviews, inspection or other means, the quality, suitability, and timeliness of services delivered under this Agreement and to assess ISD's compliance with applicable legal and programmatic requirements, and that the failure of City to monitor, evaluate, or provide guidance and direction will not relieve the Contactor of any liability to City for failure to comply with the Terms of the Grant or the terms of this Agreement.
- (1) Interviews. ISD agrees to permit City and HHS to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement.
- (2) Background Checks. Criminal background, sex offender, and child abuse/neglect check(s) must comply with 45 C.F.R. §1302.90(b), and as evidence, , the parties agree that City will accept a written statement, from an authorizing agency, that the checks have been conducted and that all persons who are employed, act as volunteers or contractors, have passed, so long as the statement includes the name(s) of the staff, volunteer, contractor member(s) checked, and the date(s) performed. If, at any time, HHS informs City or ISD that such written statement is unsatisfactory, ISD agrees to provide additional information in order to resolve any conflict associated with provision of information related to criminal background checks.
- (B) Monitoring Visits. City may, at its discretion, conduct periodic, announced and unannounced monitoring visits to ensure program and administrative compliance with Head Start Performance Standards, the Head Start Act and with DHS policies and procedures for the Agreement term. City reserves the right to make unannounced visits to ISD program sites when it is determined that such unannounced visits are in the interest of effective program management and service delivery, and will not interfere with ISD's

education program. ISD program staff will be informed by City representative(s) upon arrival of the expected purpose and length of visit so that accommodations may be made. City's representative(s) will provide proper identification to ensure the safety and security of all parties. City's representative(s) visiting or entering a campus site where students are present will comply with ISD's rules and procedures under ISD's Board or administrative policies or procedures.

- 8.10 Findings. ISD understands that City will timely inform ISD of the findings of any review or monitoring, specifically any default under the Agreement or deficiencies in performance. City will inform ISD in writing of program strengths and weaknesses, assist ISD in finding solutions if needed, and specify a reasonable deadline for corrective action. If the findings are not corrected by the deadline, or occur on a repeated or ongoing basis, City reserves the right to reduce ISD's funding by the cumulative amount of time after the deadline that findings were not corrected, or move children out of ISD's program.
- 8.11 7-Day Timeline. Unless otherwise stated, all information requested by DHS will be submitted by ISD within seven (7) ISD business days of the request via electronic communication or other form of written correspondence. Should ISD fail to deliver the required information or delivers incomplete requested information, City may suspend reimbursements to ISD until the information is delivered to City. Furthermore, ISD ensures that all information contained in all required reports or information submitted to City is accurate.
- 8.12 Local Government Records. In accordance with Texas law, ISD acknowledges and agrees that all "local government records" as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, ISD agrees that no such local government record produced by or on the behalf of ISD pursuant to this Agreement will be the subject of any copyright or proprietary claim by ISD; however, ISD will be entitled to maintain the confidentiality of Educational Records and to use such records for educational purposes.

With the exception of student records, ISD acknowledges and agrees that all local government records produced in the course of the work required by this Agreement, are public information and will be made available to City at any time unless otherwise prohibited by law. The parties agree that Educational Records created pursuant to this Agreement will be maintained and utilized by ISD as required by law. ISD further agrees to turn over to City all such records upon termination of this Agreement, unless otherwise prohibited by law. ISD agrees that it will not, under any circumstances, release any records created during the performance of the Agreement to any entity without the written permission of the Director of DHS, unless required to do so by a court of competent jurisdiction or the Texas Attorney General, or as may be required or permitted by ISD due to the record being an Educational record" under FERPA. DHS will be notified of such request in accordance with this Article.

- 8.13 If ISD desires to copyright any program material or to permit any third-party to do so, ISD must obtain City's prior written approval and must appropriately acknowledge City's support in any such materials.
- 8.14 Participation. ISD must make time and resources available to support:
- (A) participation by ISD in meetings with City staff for community assessment, self-assessment, strategic planning, Policy Council, development of training and technical assistance plans, communication and program development activities;
 - (B) participation in technical assistance trainings and service enhancements developed by City and the Head Start training and technical assistance service providers, as well as other Head Start trainings that may be developed by relevant federal or state agencies;
 - (C) an appropriate level of attendance of ISD's program management team and parent committee meetings at national, regional and/or state Head Start conferences/trainings; and

(D) collaboration with City staff to elect one or more parent members from Center locations to serve on City's Head Start Policy Council.

ISD, in collaboration with Family and Community Support staff, will ensure that resources are made available for enrolled parents to participate in Parent Committee meetings.

8.15 Program Services Reporting

ISD shall submit program information reports per program as requested by the City, unless otherwise specified below, which may include but not be limited to:

- (A) Daily Classroom Attendance Report
- (B) Classroom/Site Set up Program Design Report
- (C) Number of meals and snacks served to children enrolled in the program by the 5th of every month
- (D) United States Department of Agriculture (USDA) food count for reimbursement received for children to be submitted on a monthly basis
- (E) Student Assessment Data Analysis Report
- (F) School Readiness Plan of Action update, due bi-annually
- (G) Child Development Outcomes Progress Report based on ISD's assessment tool
- (H) Reports showing employee credentials
 - (I) List of personnel serving to satisfy ISD's in-kind non-Federal Share requirement
 - (J) Staffing plans
- (K) Annual Reports showing the wages of each employee
- (L) Weekly Director's Report (EHS only)
- (M) Any other reports when deemed necessary and requested by City

IX. INSURANCE

- 9.1 The ISD and the City shall maintain a commercial insurance or a self-insurance fund for liability claims and causes of action to meet their statutory obligations for their employees' acts, negligence and/or malpractice.

X. LIMITED LIABILITY

- 10.1 **ISD AND CITY ACKNOWLEDGE THEY ARE POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS AND ARE SUBJECT TO AND COMPLY WITH THE APPLICABLE PROVISIONS OF THE TEXAS TORT CLAIMS ACT, AS SET OUT IN THE CIVIL PRACTICE AND REMEDIES CODE, SECTION 101.001, ET. SEQ., AND THE REMEDIES AUTHORIZED THEREIN REGARDING CLAIMS OR CAUSES OF ACTION THAT MAY BE ASSERTED BY THIRD PARTIES FOR ACCIDENT, INJURY OR DEATH.**

XI. THIS ARTICLE INTENTIONALLY LEFT BLANK

XII. APPLICABLE LAWS

- 12.1 ISD, and all of the work performed under this Agreement, must comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of City and Bexar County, including any future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated. Failure to comply could subject ISD to suspension of payments, debarment or suspension actions. Should City need to

abide by some other law, rule, regulation, policy or procedure, such requirement will be made known to ISD upon consideration of ISD's request for additional time.

- 12.2 ISD understands that certain funds provided it pursuant to this Agreement are funds which have been made available by City's General Operating Budget and/or by federal, state, or other granting entities. ISD agrees to comply with all laws, ordinances, codes, rules, regulations, policies, and procedures, including licensing and accreditation standards applicable to the funds received by ISD as directed by City or as otherwise required in this Agreement, including but not limited to:

- (A) The Head Start Act (42 U.S.C. §9831 *et seq.*, as amended);
- (B) 45 C.F.R. Part 1301 *et seq.*;
- (C) The Terms of the Grant;
- (D) As applicable, 45 C.F.R. Part 75 ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards");
- (E) Texas Child Care Licensing laws;
- (F) The Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 *et. al.* titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," ("Uniform Guidance"), as applicable to the funds received by ISD hereunder;
- (G) Official record retention schedules as established by the Local Government Records Act of 1989; and
- (H) The Texas Public Information Act ("TPIA"), Texas Government Code Section 552.021. The TPIA requires City to make public information available to the public. Under Government Code Section 552.002(a), public information includes information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if City receives a request under the TPIA (i.e., an open records request) for information within ISD's possession pursuant to this Agreement, ISD will forward the requested documents to City within two (2) ISD business days of ISD's receipt of the written request. If the requested information is confidential or may be kept confidential pursuant to state or federal law, ISD will submit to City the list of specific statutory authority mandating and/or authorizing confidentiality no later than three (3) ISD business days of ISD's receipt of the request. The Parties will cooperate with each other to preserve confidential information or records that may be excluded from disclosure under FERPA) and/or the Texas Public Information Act; and the parties will coordinate efforts to seek any required Attorney General decision for the protection of such information from release.

- 12.3 Additionally, ISD shall comply with the following:

- (A) If using funds under this Agreement, expenditures shall be made in accordance with:
 - (1) Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities; and
 - (2) Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services.
- (B) Drug-Free Workplace. ISD certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701-707 and 8101-8106, as amended).
- (C) All applicable local, state, and federal employment laws including, but not limited to:
 - (1) worker's compensation;
 - (2) unemployment insurance;
 - (3) timely deposits of payroll deductions;

- (4) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.;
- (5) Occupational Safety and Health Act regulations; and
- (6) Employee Retirement Income Security Act of 1974, P.L. 93-406.

12.4 ISD further agrees to:

- (A) comply with all standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended and as applicable. ISD agrees to report each violation to City and understands that City will, in turn, report each violation as required to HHS and the appropriate EPA Regional Office. Additionally, ISD agrees to include these requirements in each subcontract to this Agreement exceeding \$150,000.00 financed in whole or in part with federal funds.
- (B) make positive efforts to utilize small businesses, minority-owned firms and women's business enterprises in connection with the work performed hereunder, whenever possible.
- (C) provide for the rights of the federal government in any invention resulting from the work performed hereunder, in accordance with 37 C.F.R. Part 401 and any applicable implementing regulations.
- (D) include a provision requiring compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. §874 and 40 U.S.C 3145), as applicable under Appendix II of the OMB Uniform Guidance and as supplemented by Department of Labor regulations at 29 C.F.R. 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".
- (E) comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141–3144 and 3146–3148) and as applicable under Appendix II of the OMB Uniform Guidance, and as supplemented by Department of Labor regulations at 29 C.F.R. Part 5, implementing regulations, and the relevant Additional OMB Provisions (**Attachment VI**), and to include a provision requiring compliance with any construction contracts of more than \$2,000.00, and report all suspected or reported violations to HHS.
- (F) comply with the certification and disclosure requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), and any applicable implementing regulations. ISD verifies it has tendered said Certificate to City.
- (G) comply with the applicable standards under the McKinney-Vento Homeless Assistance Act (42 U.S.C. §§11301 *et seq.* and 42 U.S.C. §11431 *et seq.*), and any applicable implementing regulations, as may be applicable.
- (H) comply with the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as applicable under Appendix II of the OMB Uniform Guidance, and as supplemented by Department of Labor regulations (29 CFR Part 5), relating to all contracts that involve the employment of mechanics or laborers, and the relevant provisions in **Attachment VI**, which provides, in part, that 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, that work in excess of the standard work week be compensated at a rate at least one and a half times the basic rate of pay, and that no laborer or mechanic must be required to work under conditions which are unsanitary, hazardous or dangerous.
- (I) comply with the prohibitions contained in the Pro-Children Act of 1994 (20 U.S.C §6081-84), relating to no smoking within any indoor facility (or portion thereof) owned or leased or contracted for by ISD for the provision of regular or routine health care or day care or early childhood development services to children or for the use of the employees of City or ISD who provide such services.
- (J) comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247, and to ensure compliance of any and all subcontractors when applicable.

- (K) if ISD engages in any contract that, except as otherwise provided under 41 C.F.R. Part 60, meets the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3, comply with all Equal Employment Opportunity provisions in **Attachment VI** and all of the Executive Order and Code of Federal Regulations provisions cited in this Agreement, and must include the provisions in any of its subcontracts.
- 12.5 Non-Discrimination. ISD will comply with all federal, state, or local laws, rules, and orders prohibiting discrimination, and not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age, disability, or political belief or affiliation, unless exempted by state or federal law, or as otherwise established herein. Consistent with the foregoing, ISD agrees to comply with Executive Order 11246, entitled "Opportunity", as amended by Executive Orders 13665 and 11375, and as supplemented by regulations at 41 C.F.R. Part 60. Additionally, ISD certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:
- (A) The Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*, and all regulations thereunder;
 - (B) Title VII of the Civil Rights Act of 1964, as amended;
 - (C) Section 504 of the Rehabilitation Act of 1973, as amended;
 - (D) The Age Discrimination Act of 1975, as amended;
 - (E) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688);
 - (F) Fair Labor Standards Act of 1938, as amended;
 - (G) Equal Pay Act of 1963, P.L. 88-38; and
 - (H) All applicable regulations implementing the above laws.
- 12.6 HIPAA. Subject to obligations to maintain confidentiality under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the HIPAA Business Associate Agreement (**Attachment V**), and subject to the requirements of FERPA and the limitations imposed under law regarding transfer of information, any and all writings, documents or information in whatsoever form and character produced by ISD pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information will be the subject of any copyright or proprietary claim by ISD. ISD understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction; subject, however, to ISD’s continuing rights regarding Educational Records. City agrees that it will not release to the public Educational Records that come into its possession unless otherwise authorized by law.
- 12.7 Taxes and Fees. ISD warrants that any and all taxes that ISD may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Agreement.

XIII. NO SOLICITATION/CONFLICT OF INTEREST

- 13.1 Solicitation. ISD warrants that no person, selling agency or other organization has been retained to solicit or secure this Agreement for a commission, percentage, brokerage, or contingent fee, and further that no such arrangement exists or has existed with any employee of ISD or City. For breach or violation of this warrant, City will have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement, or otherwise recover, the full amount of such arrangement, or to seek such other remedies as legally may be available.
- 13.2 Conflicts of Interest. ISD covenants that neither it nor any member of its governing body or of its staff (1) presently has any interest, direct or indirect, which would conflict in any manner or degree with the

performance of services required to be performed under this Agreement, or (2) possesses any interest in, or uses their position for, a purpose that is or gives the appearance of being motivated by private gain for themselves or others, particularly those with which they have family, business, or other ties. ISD further covenants that no persons having such interest may be employed or appointed as a member of its governing body or of its staff.

13.3 Prohibited Financial Interest.

- (A) In accordance with the Charter of the City of San Antonio and the City of San Antonio Code of Ethics, no member of City's governing body or staff, who exercises any function or responsibility in the review or approval or carrying out of this Agreement will:
- (1) participate in any decision which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
 - (2) have any direct or indirect interest in this Agreement or the proceeds thereof.
- (B) An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:
- (1) a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
 - (2) an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) ten percent (10%) or more of the voting stock or shares of the entity, or (ii) ten percent (10%) or more of the fair market value of the entity; or
 - (3) an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.
- (C) Certification. Pursuant to this section, ISD warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, ISD does not cause a City employee or officer to have a prohibited financial interest in the Contract. ISD further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIV. TERMINATION

- 14.1 (A) Termination for Cause. Upon written notice in accordance with the official communication provisions in this Agreement, City may terminate this Agreement as of the date provided in the notice in whole or in part, upon the occurrence of either:
- (1) Failure to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by City or HHS, or violation of any of the covenants, conditions, or stipulations of this Agreement; or
 - (2) Notification by a local, state, or federal agency of a formal charge, probation, deferred adjudication, or conviction involving fraud, theft, or the commission of a felony by ISD or ISD's employee working in the program. In the case of a ISD's employee being the subject of the notification, ISD will have the opportunity to cure via the immediate termination and/or removal of the employee from the program.
- (B) Termination for Convenience. This Agreement may be terminated in whole or in part upon providing notice in accordance with the official communication provisions of this Agreement, notice which must specify a date:
- (1) not sooner than 120 days following the day on which notice is sent but not later than the end of ISD's fiscal year, unless earlier terminated under any other provision herein; or
 - (2) of termination to be the end of the PBY.

- 14.2 ISD will be entitled to receive just and equitable compensation for any work satisfactorily completed prior to any termination date. Satisfactory completion will be reasonably determined by City, and its decision will be final. If compliance falls under HHS authority to review, or if a dispute arises with regard to interpretation of regulations or law as it applies to this Agreement, ISD may request that City secure an interpretation or opinion from HHS in order to assist in resolution of the dispute and City will request it.
- 14.3 In addition to any other remedy in this Agreement or by law, City may delay, suspend, limit, or cancel, upon reasonable written notice, the funds, rights or privileges herein given ISD for failure to comply with the terms and provisions of this Agreement. Specifically, at the option of City, ISD may be placed on probation during which time City may withhold reimbursements when it determines that ISD is not in compliance with this Agreement. ISD will not be relieved of liability for damages sustained by City by virtue of any breach of this Agreement and City may withhold funds due as damages, in addition to retaining and utilizing any other remedies available to City.
- 14.4 If an employee of ISD is discharged or leaves employment with ISD, then ISD will pay in full to the employee all of his or her earned salaries and wages, within the timeframe specified by law.
- 14.5 Should ISD be debarred by the federal government or City pursuant to a debarment policy currently existing or hereafter adopted, the debarment may be grounds for termination.
- 14.6 ISD must not incur new obligations after the effective date of termination and will cancel as many outstanding obligations as possible. ISD will submit to city all required reports including a final financial statement which is a statement of all expenditures incurred and liquidated under this agreement within the period of performance if such costs are properly documented, allowable, and within the approved budget, and. its payment constitutes full and complete reimbursement for all of ISD's performance under this Agreement.

XV. PERSONNEL

- 15.1 ISD must maintain an organizational structure that supports the accomplishment of program objectives, addresses the major functions and responsibilities assigned to each staff position and provides evidence of adequate mechanisms for staff supervision to ensure effective oversight of program operations. ISD must ensure that, at a minimum, ISD's program staff is responsible for each program management function listed in Attachment I.
- 15.2 List of Employees. ISD agrees to provide City with the names and license registration of any employee(s) of ISD regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Agreement.
- 15.3 Compliance Report. At the beginning of the Agreement Term and each PBY thereafter, ISD will submit to City a report which specifically (a) lists the number and percentage of classroom personnel in its Center-based program having child development associate ("CDA") credentials or associate, baccalaureate or advanced degrees including teaching certificates; (b) states the names and license registration of the employee; and (c) describes ISD's compliance with the goals described in this Article.
- 15.4 Wages & Salaries.
- (A) ISD understands City will periodically perform its own wage and salary comparison and issue the results to ISD. ISD agrees that City has no obligation to reimburse ISD employees' wages that exceed the average rate paid to persons providing substantially comparable services in the area. For purposes of this Agreement, when applicable, City will accept the wage information set forth in the most recent study issued by, the Texas Association of School Boards. Although City may consider factors such as training and experience as affecting compensation levels, City has the sole and absolute authority to determine the rate of City's logical and reasonable reimbursement, and its decision shall be final. This does not preclude ISD from compensating its employees above the rate City will reimburse, so long as the additional compensation is not charged to the Agreement budget.

- (B) ISD agrees that in accordance with 42 U.S.C. §9848, no portion of Agreement funds may be used to pay an employee if compensation (including Non-Federal funds) to that employee exceeds \$179,700.00, or the currently authorized maximum under the law. ISD further agrees that all employees must devote to each program the time proportionate to the percentage of their compensation funded through the Head Start Grant (e.g., employees who are funded at one hundred percent (100%) through the Grant must devote one hundred percent (100%) of their time to support the program). ISD agrees to submit employee certifications if requested by City or HHS.
- 15.5 Orientation. Each program year, and at the point of a new hire, ISD must provide employees an orientation focusing on, at a minimum, the goals and underlying philosophy of the program, and including the importance of parent engagement and a review of the required benchmarks; (ii) all staff with child contact must receive safety training (within three months of hire); (iii) Access Forms for the City's Head Start data system (ChildPlus) must be completed and provided to the City; and (iv) ISD must maintain orientation sign-in sheets and agendas for City review.
- 15.6 Professional Development. To assist staff in acquiring or increasing the knowledge and skills needed to provide high-quality, comprehensive services within the scope of their responsibilities, ISD will:
- (A) create and implement, in consultation with each of its employees, a Professional Development Plan for all program employees who provide direct services to children;
 - (B) each PBY, require teaching staff and designated staff to (i) attend no less than 15 clock hours of program-specific professional development each program budget year.
 - (C) Each PBY, require staff to attend ongoing training in all state, local, and federal health, safety and childcare requirements to ensure the safety of children in their care, and
 - (D) participate in City's professional development trainings, if applicable.
- 15.7 Qualifications. ISD agrees:
- (A) all staff hired or funded under this Agreement must meet needed qualifications as outlined in this Article.
 - (B) for staff not meeting the necessary qualifications, ISD will notify City of the lacked education or training for City approval.
- 15.8 Disciplinary Action. ISD will promptly notify City of any disciplinary actions related to children affecting all personnel funded under this Agreement.
- 15.9 Vacancies. If, for any reason, a vacancy exists for:
- (A) a management or supervisory position: a replacement must meet the necessary qualifications within 45 calendar days or, following notification to City of a delay, as soon as reasonably practical, but not later than 60 days after the position first became vacant unless the City agrees to a new mutually acceptable deadline;
 - (B) a staff position: ISD must hire a replacement meeting the necessary qualifications within 45 calendar days or employ a substitute meeting the necessary qualifications.
- 15.10 Transfers. ISD will promptly notify DHS of any transfer of personnel funded under this Agreement.
- 15.11 Complaints & Grievances. ISD agrees to establish internal procedures that assure employees of an established complaint and grievance process. This process will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- 15.12 Job Descriptions. ISD agrees to place written job descriptions for personnel funded under this Agreement in individual personnel folders, or online, for each position, and provide the specific job description(s) to the City upon request. All descriptions must be filed or online no later than the expiration date of this Agreement.

- 15.13 Relatives. Any management or other supervisory personnel may not supervise a spouse, parent, child, sibling, or in-laws of the same relationship who are in any capacity supported through Agreement funds.
- 15.14 Summer months. ISD must ensure members of its management team and other necessary staff provide uninterrupted services throughout the Agreement term, including the summer months, to include adequate planning, coordination and performance of critical program activities. “Critical program activities” include, but are not limited to, ISD’s ERSEA responsibilities for each program.
- 15.15 Staff – ISD understands the Head Start Act requires grant recipients and their contractors, if any, ensure and demonstrate upon request that all staff funded under this Agreement have the knowledge, skills, and experience they need to perform their assigned functions responsibly; therefore, ISD will establish and maintain an organizational structure that supports the accomplishment of program objectives, addresses the major functions assigned to each staff position, and provides evidence of adequate mechanisms for supporting staff and consultant supervision and support to ensure the effective oversight of ISD’s Head Start program operations.

(A) Specifically for the HSpK Program:

- (1) Management Team. at a minimum, ISD agrees that ISD’s Early Childhood Education Director and all positions filling a management role, ISD must ensure, at a minimum, the following program management roles are assigned to collaborate with City and City’s other service providers:
- i. Coaches – must have a minimum of a baccalaureate degree, regardless of hire date, in early childhood education or a related field as well as adequate training and experience in adult learning and in using assessment data to drive coaching strategies; create a research-based coaching plan for all education staff, to include teachers and classroom staff; assess staff strengths and needs, including a method to determine staff in need of intensive coaching; and document of coaching provided.

If hired after November 7, 2016, the following roles must have a baccalaureate degree, preferably related to the role in which they serve:

- ii. ISD’s Early Childhood Education Director – as the ISD’s main point of contact with the City, must have demonstrated skills and abilities in a management capacity relevant to human services program management and has ultimate responsibility to ensure the children enrolled in ISD’s Head Start program are provided (by ISD or a collaborating Head Start service provider) the full array of services to which the children and families are entitled under the Terms of the Grant;
- iii. Education and Early Childhood Development Coordinator – including those who serve as curriculum specialists, must have the ability to offer assistance to other teachers in the implementation and adaptation of curricula to the group and individual needs of children in the classroom; ensure teachers and teaching staff meet required qualifications; and training and experience in theories and principles of child growth and development and early childhood education and family support.
- iv. Family and Community Support Services Liaison – coordinates family and community support services staff; must have training and experience in field(s) related to social, human, or family services, and in working with children and families in poverty and/or with complex needs; supports the provision of parent engagement activities and events at Head Start sites; and will promote the Parent, Family, and Community Engagement Framework as defined in the HSPPS; and
- v. Disabilities Coordinator – manages disabilities services; must have training and experience in securing and individualizing the services needed for children with disabilities.

In addition to the baccalaureate degree above, these roles must be appropriately licensed or certified professional with knowledge and experience in serving young children:

- vi. Health Services Coordinator – manages health services, including dental health; must have training and experience in public health, nursing, health education, maternal and child health or health administration; follows established protocols to ensure the full array of all health services;
- vii. Mental Health Liaison – coordinates with City’s mental health services team; must have training and experience in serving early childhood-aged children and families in poverty experiencing social-emotional or mental health issues; advocates for and supports the Early Childhood Mental Health Consultation Model as defined in the HSPPS; and
- viii. Nutrition Services Coordinator – manages child nutrition services and compliance with Child Adult Care Food Program (“CACFP”); must be registered dietitians or nutritionists; and must also coordinate with City and City’s nutrition service provider(s).

The following positions must have relevant knowledge, training and experience as appropriate for the role in which they serve:

- ix. ERSEA Coordinator – manages ERSEA services and must have knowledge, training, and experience in the ERSEA responsibilities of the required guidelines;
 - x. Monitoring Coordinator – must have knowledge, training, and experience with the required guidelines and monitoring of a Head Start program with the ultimate goal to further develop knowledge of and compliance with Head Start content areas; must establish and maintain an ongoing monitoring system and conduct internal monitoring of program services and operations throughout the program year per the required guidelines; must notify City when possible or actual lack of compliance with said guidelines and/or this Agreement is identified; must ensure the monitoring system includes an ISD-developed monitoring instrument or checklist developed to enable monitoring of all service content areas; must include monitoring of all fiscal matters relating to the Head Start program and this Agreement; and
 - xi. Environmental Health and Safety Coordinator – manages safe environments and facilities must have adequate training and experience in safe environments and facilities as related to the required guidelines and other applicable federal, state, and local guidance.
- (2) Classroom Staff. ISD agrees that Head Start guidelines and City policy require that ISD staff each Head Start classroom with two teachers, or one teacher and a teacher’s aide, at all times; and to monitor the continued staffing and validity of the following qualifications throughout the course of this Agreement.
- i. Teachers. ISD must ensure, and demonstrate upon request, that all of the teachers staffing Center-based program classrooms have (a) a baccalaureate or advanced degree in early childhood education; or (b) a baccalaureate or advanced degree with coursework equivalent to a major relating to early childhood education, with experience teaching preschool-age children or (c) a license or certification that qualify a teacher to teach preschool aged children within the State of Texas.
 - ii. Teaching Assistants. ISD must ensure, and demonstrate upon request, that all teaching assistants in the HSpK staffing Center-based program classrooms have a (a.) CDA credential or are enrolled in a program to be completed within two years of hire; or (b) Technical Certificate in Early Childhood Studies or Early Childhood Development that meets or exceeds the requirements for a CDA credential; or (c) Associate or baccalaureate degree (in any area) or be enrolled in a program that will lead to degree within two years of hire.

(B) Specifically for the EHS program:

- (1) Management Team. At a minimum, ISD agrees that all positions filling a management role, ISD must ensure, at a minimum, the following program management roles are assigned to collaborate with City and City's other service providers:
 - (A) EHS Education and Early Childhood Development Coordinator – serves as the main liaison with City; must have a baccalaureate degree; training and experience in areas that include (i) theories and principles of child growth and development, (ii) early childhood education, and (iii) family support; and must have a current and in good standing Child-Care Center Directors Certificate per TDFPS; must attend scheduled monthly EHS's meetings; advise staff of meeting matters; and provide staff a formal platform for collaboration; must have the ability to offer assistance to teachers in the implementation and adaptation of curricula to the group and individual needs of children in the classroom; ensure teachers and teaching staff meet required qualifications; and has the ultimate responsibility for ensuring that enrolled children are provided the full array of services, including disability, health, and mental health services to which the children and families are entitled under the Terms of the Grant.
 - (B) ISD's Monitoring Coordinator – must have knowledge, training and experience with the Head Start Act, the HSPPS, and monitoring of a Head Start program. ISD will ensure these individuals further develop their knowledge of the various EHS content areas.
 - (C) EHS Instructional Coach – must (i) provide ongoing coaching and support to classroom staff to strengthen their skills and improve the quality of care and child outcomes, (ii) support classroom staff with the implementation of the designated curriculum, (iii) utilize the required tools to ensure the curriculum is being implemented accurately, and (iv) attend all EHS coaching activities. At a minimum, the Instructional Coach must have a CDA, training and experience in the areas of child growth and development with a focus on infant and toddlers.
 - (D) ISD's Nutrition Manager – oversees child nutrition services and maintains compliance with Child Adult Care Food Program ("CACFP"). This position along with any supporting staff or consultants must be registered dietitians or nutritionists, and also coordinate with City and City's nutrition service provider(s).
- (2) Classroom Staff and Home Visitors. ISD must demonstrate upon request, and monitor and ensure validity throughout the course of this Agreement, that staff have a minimum of a CDA or comparable credential, or have been trained or have equivalent coursework in early childhood development with a focus on infant and toddler development; and that:
 - (A) Center-based EHS Classrooms: are staffed by two paid teachers, and with no more than eight children at any one time, unless more is approved by City; and
 - (B) Home-based Home Visitors: are competent to plan and implement home-based learning experiences that ensure:
 - i. effective implementation of the home-visiting curriculum;
 - ii. child progress across the standards described in the Early Learning Outcomes Framework, including for children with disabilities and children who are Dual Language Learners; and
 - iii. respectful, culturally-responsive, and trusting relationships with families, including:
 - strategies for helping families coping with crisis;
 - promotion of the relationship between health during pregnancy and prenatal and early childhood development; and
 - strengths-based parent education, including methods to:
 - encourage parents as a child's first teacher and promotes the parent's ability to support the child's development, and

- help parents promote emergent literacy in their children, including use of research-based strategies to support the development of literacy and language skills for children with limited proficiency in English.

- (3) Additional Qualifications. All EHS staff in contact with children must also have a comparable CDA credential in education or training approved by the City with a focus on infants and toddlers.

XVI. PROPERTY, EQUIPMENT AND SUPPLIES

- 16.1 Ownership. City retains ownership of all equipment/property purchased with funds received through City, and such equipment/property will, at City’s sole option, revert to City at Agreement termination. ISD agrees to relinquish and transfer possession of, if applicable, title to such equipment/property without the requirement of a court order. Equipment that has reverted to ISD through a City-paid lease agreement with option to buy will be considered the same as though purchased outright with Agreement funds.
- 16.2 Disposal, Loss, and Transfer.
- (A) ISD agrees that no equipment purchased with Agreement funds may be disposed of without receiving prior written approval from DHS. In cases of theft or loss, it is the responsibility of ISD to replace it with like equipment and value at the time of the theft or loss, with funds other than Agreement funds and in compliance with the appropriate property standards. All replacement equipment will be treated in the same manner as equipment purchased with Agreement funds.
- (B) City reserves the right to require transfer of property acquired with funds awarded under this Agreement as provided in 45 C.F.R. Part 75, including but not limited to §75.316 *et seq.*
- 16.3 Records. ISD will maintain accurate and complete records on all equipment and property obtained with Agreement funds to include:
- (A) A description of the equipment, including the model and serial number or other identification number, if applicable;
- (B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
- (C) An indication of whether the equipment is new or used;
- (D) The vendor’s name (or transferred from);
- (E) The location of the property;
- (F) The property number shown on the property tag (“City of San Antonio Head Start Program”); and
- (G) A list of disposed items and disposition.
- 16.4 Inventory Tracking System. ISD will maintain a system for tracking, on an ongoing basis, inventory of equipment and supplies purchased with Head Start funds that either (i) has a purchase price of \$5,000.00 or greater; or (ii) meets other criteria as City may prescribe (and notify ISD as appropriate). Upon request, ISD will provide City a status report of the current inventory of equipment and supplies meeting these requirements. City will have the right to review and approve ISD's inventory tracking system. ISD will provide DHS an annual inventory of assets purchased with funds received through City.
- 16.5 Insuring and Reporting. ISD:
- (A) is fully and solely responsible for the insuring (including against fire), safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with Agreement funds;
- (B) will inform City of incidents of loss, theft, damage or destruction of equipment or property, excluding supplies and consumables, purchased or leased with Agreement funds; and
- (C) at a minimum, will provide the equivalent insurance for real property and equipment acquired with Agreement funds as provided to other property acquired or owned by ISD.

- 16.6 ISD must fully comply with the property and equipment requirements of 45 C.F.R Part 75, including but not limited to Sections 75.316 through 75.323, related to the following:
- (A) Insurance Coverage
 - (B) Real Property
 - (C) Federally-owned and exempt property
 - (D) Equipment
 - (E) Supplies
 - (F) Intangible property
 - (G) Property trust relationship
- 16.7 Purchase thresholds. For equipment, property or supplies purchases in the amount of \$5,000 or greater or cumulative purchases in the amount of \$100,000 or greater, ISD must obtain prior approval from DHS. ISD will not split the purchase of a line item with a value greater than the preceding thresholds in order to avoid obtaining approval from DHS.
- 16.8 Third Party Beneficiary. ISD agrees that City is the intended third-party beneficiary of any and all facility leases with third parties to which ISD is or becomes a party in connection with the approved program sites listed in Exhibit I-A to Attachment I, or as a consequence of this Agreement. As such, ISD will use its best efforts to execute an acknowledgment prepared by City that City is an intended third-party beneficiary of such lease. ISD will honor all of its material obligations under any and all such leases. ISD will stay in good standing under any and all leases and ISD will immediately notify City in writing in the event of any breach or alleged breach of any lease that could result in its termination. ISD will submit to City for review and approval all non-disturbance, subordination and similar agreements it is requested to execute in connection with any such lease. If an event gives rise to a right of first refusal in favor of ISD under any such lease, ISD will promptly notify City of the event and allow City to step into ISD's shoes as tenant under the lease in order to exercise the right.
- 16.9 Ownership of Intellectual Property. The Parties agree that the Project will be and remain the sole and exclusive proprietary property of City. The Project will be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of and rights in the Project will be solely vested in City. ISD conveys to City all rights in and to the Project; the tangible and intangible property rights relating to or arising out of the Project, including without limitation, any and all copyright, patent and trade secret rights; and all intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights"). All Intellectual Property Rights in the Project will be solely vested in City. As owner of the tangible and intangible intellectual property, City may reproduce, publish, authorize others to reproduce or publish or otherwise use, such material subject to confidentiality obligations as may be required by federal and /or state law for Educational Records. ISD agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. If City is unable, after reasonable effort, to secure ISD's signature on any documents relating to Intellectual Property Rights in the Project, ISD hereby irrevocably designates and appoints City and its duly authorized officers and agents as ISD's agent and attorney-in-fact, to act for and in ISD's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution with the same legal force and effect as if executed by ISD. Nothing is intended nor construed to require ISD to transfer any ownership interest in ISD's best practice and benchmarking information.

XXVII. THIS ARTICLE INTENTIONALLY LEFT BLANK

XXVIII. AMENDMENT

- 18.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms of this Agreement must be by amendment in writing, executed by both Parties, and dated subsequent to the date hereof. Such amendment may occur without the necessity of seeking City Council approval, pursuant to City Ordinance No. 2020-10-29-0766, so long as (i) in accordance with all Head Start regulations and laws, (ii) approved by the City Attorney's Office, and (iii) the total cumulative of all service provider agreements, including amendments, do not exceed City's Program Budget(s) for the applicable budget year.
- 18.2 ISD's Superintendent will have the authority to execute an amendment of this Agreement to the same extent as the Director of DHS without the necessity of seeking any further approval by ISD's Board of Trustees, if not otherwise prohibited by federal or state law or regulation or prohibited by ISD's policies, rules or Board directives.

XXIX. SUBCONTRACTING AND ASSIGNMENT

- 19.1 Subcontracting.
- (A) None of the work or services covered by this Agreement may be sub-contracted without the prior written consent of the City. If allowed, subcontract must be by written agreement; subcontractor may not be presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program; and subcontracting methods must meet City requirements; subcontractor compliance must be the responsibility of the ISD to monitor.
- (B) ISD must comply with all applicable local, state and federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the Parties that City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by City. If, in the sole determination of City, it is found that ISD is not in compliance with said rules or standards with respect to any of its sub-contracts, then ISD will be deemed in default of this Agreement and will be subject to termination in accordance with the Termination article of this Agreement.
- (C) If City grants a request to subcontract, ISD understands and agrees that all subcontracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.
- 19.2 Assignment. ISD will not assign or transfer ISD's interest in this Agreement or any portion thereof without the written consent of City. Any attempt to transfer, pledge or otherwise assign will be void ab initio and confer no rights upon any third person or party.

XX. OFFICIAL COMMUNICATIONS

- 20.1 Except where the terms of this Agreement expressly provide otherwise, any communication under this Agreement must be in writing and deemed delivered when delivered personally (with receipt acknowledged), or three (3) days after deposit in the U.S. mail, first class with proper postage, or upon receipt if sending the same by certified mail or a commercial courier service (e.g., Federal Express) at the addresses set forth below.

City:
Director
Department of Human Services
100 W. Houston Street, 9th floor
San Antonio, TX 78205

ISD:
Superintendent
Edgewood Independent School District (ISD)
5358 W. Commerce Street
San Antonio, TX 78237

Notices of changes of address by either Party must be made in writing delivered to the other Party's last known address within five (5) business days of the change.

XXI. PROHIBITED ACTIONS

21.1 Political Activity.

- (A) ISD agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Agreement be assigned to work for or on behalf of any partisan or non-partisan political activity.
- (B) ISD agrees that no funds provided under this Agreement may be used in any way to attempt to influence, in any manner, a member of Congress or any other state or local elected or appointed official.
- (C) The prohibitions set forth in this Section, Political Activity, include, but are not limited to the following:
 - (1) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
 - (2) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
 - (3) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and
 - (4) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.
- (D) To ensure that the above policies are complied with, ISD shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions, which shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the contact person listed on the statement within DHS. ISD shall have each said individual sign a statement acknowledging receipt of the policy.
- (E) ISD agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the ISD under this Agreement may, at the City's discretion, be withheld until the situation is resolved.
- (F) This Section shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, ISD and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

21.2 Adversarial Proceedings. ISD agrees that under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity, and City may conduct an audit under the audit provisions of this Agreement to make such determination. City may deem ISD ineligible for consideration to receive any future funding under this Agreement or under another existing or future agreement while any adversarial proceedings against the City remains unresolved. This Agreement may be terminated by City under the termination provisions of this Agreement should ISD have a pending lawsuit against City or file a lawsuit against the City during the term of this Agreement.

21.3 No Use of Funds for Religious Activities. ISD agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the benefit, directly or indirectly, any such sectarian or religious facility or activity, or for the construction, operations, maintenance or administration of any sectarian or religious facility or activity.

- 21.4 Contribution Prohibitions. ISD acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for an entity that applies for a “high-profile” discretionary contract, as defined by the City of San Antonio Procurement Policy and Procedures Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the Consolidated Human Development Funding Services Pool Request for Proposal (RFP) is released, and ending on the 30th calendar day following the contract award. Any legal signatory for a proposed high-profile contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response. ISD acknowledges that the City has identified this Agreement as high profile. ISD warrants and certifies, and this Agreement is made in reliance thereon, that the individual signing this Agreement has not made any contributions in violation of City Code Section 2-309, and will not do so for 30 calendar days following the award of this Agreement. Should the signer of this Agreement violate this provision, the City Council may, in its discretion, declare the Agreement void.

XXII. MISCELLANEOUS

22.1 Independent Contractor.

- (A) It is expressly understood and agreed that ISD is and will be deemed to be an independent contractor, responsible for its own acts or omissions, for which City is not responsible, and that neither Party has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- (B) Nothing contained herein may be deemed or construed as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar relationship, between the Parties.
- (C) Any and all employees of ISD, wherever located, while engaged in the performance of any work required by City under this Agreement will be considered employees of ISD only, and not of City, and any and all Workers’ Compensation claims that may arise on behalf of the employees while so engaged are the sole obligation and responsibility of ISD.

- 22.2 Non-Waiver. No waiver, change, modification or discharge by either Party of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement 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. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party under this Agreement or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved.

- 22.3 Venue. ISD and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created under this Agreement are performable in Bexar County, Texas. Any action or proceeding to adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Agreement shall lie exclusively in Bexar County, Texas.

- 22.4 Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

22.5 Representations.

- (A) ISD’s signatory below represents, warrants and guarantees that (s)he has full legal authority to execute this Agreement on behalf of ISD and to bind ISD to all of the terms, conditions, provisions and obligations herein contained. ISD must be authorized to do business in the State of Texas and operating in accordance with all applicable laws of the State of Texas. Upon request by the City, ISD will provide DHS verification of the foregoing requirements.
- (B) This Agreement is based on the representation of ISD that it is financially accountable for its expenditures; that it has the continuing capability to furnish the Non-Federal Share in Section 4.1 of this

Agreement; and that funds disbursed to ISD will be expended only for Allowable Costs under this Agreement. ISD represents that there are no financial limitations or impediments that would make it not viable, solvent and accountable.

- (C) If circumstances arise which might result in interference with ISD's ability to provide services under this Agreement, ISD agrees to inform City of those circumstances immediately. ISD agrees that payment to ISD, upon reasonable notice, may be suspended by City until such financial circumstances giving rise to the possible interference have been eliminated; provided however, that authorized expenditures made and approved by City prior to the suspension, will not be affected.

- 22.6 Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, it is the intention of the Parties that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained. It is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXIII. ENTIRE AGREEMENT

- 23.1 This Agreement and its attachments constitute the entire and integrated Agreement between the Parties and contain all terms and conditions, and supersede all prior negotiations, representations, or agreements, either oral or written. No such other negotiations or representations may be enforced by either Party, nor may they be employed for interpretation purposes in any dispute involving this Agreement.

This Agreement has been executed as of the date of the last party to sign below.

CITY OF SAN ANTONIO:

Department of Human Services

ISD:

Edgewood Independent School District (ISD)

Melody Woosley, Director

Dr. Eduardo Hernández, Superintendent

Date

Date

APPROVED AS TO FORM:

Assistant City Attorney

Board President (if required)

ATTACHMENTS

Attachment I – Scope of Work

(A) – for the HSpK program

(B) – for the EHS program

Attachment II – Program Budget

(A) – for the HSpK program

(B) – for the EHS program

Attachment III – Special Provisions

Attachment IV – HHS Award Document

Attachment V – HIPAA Business Associate Agreement, if applicable

Attachment VI – Additional OMB Provisions

ATTACHMENT I(A)

HEAD START SCOPE OF WORK

1. Summary

Required Guidelines. ISD will ensure full enrollment as soon as reasonably possible in accordance with Head Start Performance Standards and will serve the number of income, age, and categorically eligible children as indicated below. ISD will provide Head Start services in accordance with the Head Start Act, Head Start Program Performance Standards (HSPPS), the most recently updated City policies and DHS Data Entry & Benchmark Due Date Guide, and with the terms of this Agreement (together, hereinafter the “required guidelines”). ISD will operate full-day classroom(s) at City-approved sites for a minimum of 160 days and 1,380 hours of planned class operations for the Head Start grant period per HSPPS Section 1302.21 (c)(2).

Number of children in full-day care on the first day of the program year	777
Minimum number of children with disabilities	78
Service Area	Children who reside in San Antonio and are served in the Independent School District

2. Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA)

- (A) ISD will have joint responsibility for the following activities: eligibility, recruitment, selection, enrollment, and attendance of children, in accordance with policies established by City. ISD will lead and work jointly with City staff conducting recruitment activities, receiving applications, determining eligibility, and completing enrollment forms for ISD’s service area. ISD will comply with the eligibility, recruitment, selection, enrollment and attendance provisions of the required guidelines and other federal guidance related to the Head Start Program, regardless of whether a child is toilet-trained.
- (B) Full enrollment. ISD will establish and maintain full enrollment of 777 Head Start eligible children in ISD’s program from the first day of operations, or as soon as reasonably possible in accordance with HSPPS. Funded enrollment means the number of children which ISD is funded to serve. To maintain full enrollment, ISD must ensure that once it determines that a vacancy exists, no more than 30 calendar days may lapse before the vacancy is filled. ISD will document its efforts to fill all vacancies within 30 calendar days.
- (1) If full enrollment is not maintained for a period exceeding 120 days, City may, at its discretion, reduce ISD's funding based on the difference between funded enrollment and actual enrollment and/or reduce the number of children for which ISD is funded in Sections 1 and 2(B) of this Scope of Work.
- (2) Waiting list. To assist in maintaining full enrollment, ISD will develop at the beginning of each program year and maintain through the year a waiting list in ChildPlus that ranks children according to the program’s selection criteria and ERSEA policies. Children on the waiting list may include children who are currently enrolled in the state Prekindergarten (Pre-K) program. If ISD is under-enrolled and does not have a waiting list, ISD must fill Head Start vacancies from state Pre-K classes. City will also have the right, in coordination with ISD, to place additional children in the ISD's program, up to the point where ISD’s program is fully enrolled.
- (C) Children with disabilities. In accordance with the Head Start Act and subject to this Subsection, ISD will ensure that a minimum of 10% of the children enrolled in ISD’s program are children with disabilities who are determined to be eligible for special education and related services under the Individuals with Disabilities Education Act (IDEA). ISD must meet this 10% requirement by a City-specified mid-point of each program year (“mid-year”).

- (1) If ISD recognizes it is having difficulty in meeting the 10% requirement, ISD must provide City with the following:
 - (i) a written description of specific steps ISD has taken in the current program year to meet the requirement, to include efforts made to collaborate with local Early Childhood Intervention (ECI) agencies providing services under the IDEA and an explanation of why, despite these efforts, ISD was unable to meet it;
 - (ii) a written confirmation from local ECI agencies of ISD's efforts to collaborate with them; and
 - (iii) ISD's written proposed approach to reach the 10% requirement, to include a description of how ISD will work with local ECI agencies to implement the approach.
 - (2) Additionally, if ISD is unable to meet the 10% requirement by the mid-year due date, City will have the right, at its discretion, to reduce the number of children for which ISD is funded, or to place additional children with disabilities in ISD's program, in which case City and ISD will coordinate such placement.
- (D) Attendance. ISD will maintain accurate records related to daily attendance data and agrees when the monthly average daily attendance rate in a Center-based program falls below 85%, ISD will initiate and collaborate with City on the provision of absentee services in accordance with §1302.16 of the HSPPS. ISD will provide City direct access to the attendance data management system for the purposes of aggregating, analyzing, and producing program-wide reports.
- “Absentee services” include an analysis of the causes of absenteeism and the provision of additional support, which may include, but is not limited to, face-to-face meeting(s) and other direct contact with the family and child's parents/legal guardians. If a child ceases to attend, ISD must make appropriate efforts to reengage the family to resume attendance. If the child's attendance does not resume, ISD must request permission from the City to remove the child from the program.
- (E) Expulsion. Per HSPPS 1302.17, a child may not be expelled from ISD's program.

3. **Program Design**

ISD's Program Design must include ISD's ERSEA responsibilities consistent with City's established policies and must prioritize children receiving two (2) years or more of Head Start services.

- (A) By March 1st of every year, ISD will submit, for approval by City, a preliminary program design for the subsequent school year. Proposed changes to the City-approved preliminary program design must also be approved by the City as soon as possible.
- (B) Not later than the first day of school, ISD will submit to City ISD's final Program Design that establishes intact and separate 3- and 4-year-old classrooms and which must include, at a minimum: the total number of children enrolled, number of sites, and number of classrooms, names of teaching staff, classroom age group designation, language designation, and hours of operation. If at any time ISD proposes a change to the City-approved final Program Design, ISD must formally request and receive City's approval prior to making said change, which proposal will receive due consideration.
- (C) ISD must notify City within forty-eight (48) hours of any ISD policy, regulation, administrative decision, and/or any programmatic change that will impact the Program Design after the program year begins.

4. **Program Services**

(A) Without regard to race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, political belief or affiliation, ISD will provide to eligible children in its Service Area: (1) Education and Early Childhood Development Services; (2) Health Services (including Dental and Mental Health); (3) Nutrition; (4) Family and Community Support; and (5) Environmental Health and Safety; and will collaborate with City and City's other service providers to ensure the provision of all services to which children and families are entitled (together, "Head Start Program Services").

(B) For the following services in accordance with the HSPPS, ISD must:

(1) Education and Early Childhood Development Services

- (i) in order to help children gain the skills and confidence necessary to succeed in their present environment and with later responsibilities, in school and in life:
 - a) be developmentally and linguistically appropriate;
 - b) recognize each child's rate of development, language, cultural background and learning style;
 - c) be inclusive of children with disabilities;
 - d) provide an environment of acceptance that supports and respects gender, culture, language, ethnicity and family composition;
 - e) provide a balanced daily program of child-initiated, adult-directed activities; and
 - f) allow and enable children to independently use toilet facilities when it is developmentally appropriate and the efforts are supported by the parents.
- (ii) encourage and support parents in their efforts to become involved in the development of the program's curriculum and approach to child development and education; and
 - a) provide opportunities to increase parents' child observation skills;
 - b) share assessments with staff that will help plan the learning experience; and
 - c) encourage parents to participate in staff-parent conferences and home visits to discuss their child's development and education.
- (iii) support social and emotional development by
 - a) encouraging development which enhances child's strengths by building trust;
 - b) fostering independence; encouraging self-control and respect for the feelings and rights of others;
 - c) supporting and respecting the home language, culture, and family composition in ways that support the child's health and well-being; and
 - d) planning for routines and transitions.
- (iv) provide for the development of each child's cognitive and language skills by
 - a) supporting each child's learning, using various strategies including experimentation, inquiry, observation, play and exploration;
 - b) ensuring opportunities for creative self-expression through activities such as art, music, movement, and dialogue;
 - c) promoting interaction and language use among children and between children and adults; and
 - d) supporting emerging literacy and numeracy developments through materials and activities according to the child's developmental level.
- (v) promote each child's physical development by
 - a) providing sufficient time, indoor and outdoor space, equipment, materials and adult guidance for active play and movement that support the development of gross and fine motor skills according to the child's developmental level; and

- b) providing an appropriate environment and adult guidance for the participation of children with special needs.
- (vi) in collaboration with parents, must implement a researched-based curriculum that:
 - a) aligns with the Head Start Early Learning Outcomes Framework (HSELOF, 2015), and state Prekindergarten Guidelines that supports each child’s individual pattern of development and learning;
 - b) provides for the development of cognitive skills; integrates all educational aspects of health, nutrition, and mental health services into program activities;
 - c) helps children develop emotional security, facility in social relationships, feelings of competence, self-esteem, and positive attitudes toward learning;
 - d) enhances each child’s understanding of self as an individual and as a member of a group; and
 - e) provides individual and small group experiences both indoors and outdoors.
- (vii) participate in developing and implementing an annual plan of action to achieve school readiness goals (“School Readiness Action Plan” or “Action Plan”) in compliance with HSPPS sections 1302.102(a)(3) and 1304.11(b)-(2)(i-ii) that
 - a) is age appropriate to address, at a minimum, the domains of language, literacy, cognition, motor and physical well-being, social and emotional development and approaches to learning; and
 - b) achieves integration with the Parent, Family, and Community Engagement Framework.

The Action Plan must also require school readiness teams to

 - a) analyze achievement and identify areas for improvement.
 - b) meet no less than twice per year to align the program’s curriculum with Action Plan goals to include improving the quality of teacher-child interactions, evidence-based teaching practices, and curriculum and inclusion of parents to support school readiness.
- (viii) assess child progress on an ongoing basis, conduct data aggregation, and submit analyses of child progress assessments to City at least three times per year (at the beginning, mid-year and end of school year) and
 - a) provide City direct access to the assessment data management system for the purposes of aggregating, analyzing, and producing program-wide reports.
 - b) make mid-year adjustments in instruction and/or professional development support should patterns or trends be identified in the analysis and coordinate with City, as needed.
 - c) maintain and use the information from ongoing child assessment data to inform teachers and survey parents on how best to individualize each child’s learning and progress across domains.
- (ix) provide to City data in its possession related to student performance of Head Start students from kindergarten through third grade.

(2) Health (including Dental and Mental Health) Services

- (i) within 30 calendar days after each child first attends the program, consult with parents to determine whether each child has ongoing sources of continuous, accessible health care and health insurance coverage. If the child does not have such coverage, ISD must assist families in accessing such coverage as soon as reasonably possible.

- (ii) within 90 calendar days of each child's entry into the program and every school year thereafter:
 - a) obtain determinations from health care and oral health care professionals as to whether or not each child is up-to-date on a schedule of age appropriate preventive and primary medical and oral health care based on the well-child visits and dental periodicity schedules as prescribed by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program of Medicaid, and the latest immunization recommendations issued by the Centers for Disease Control and Prevention, as well as any additional recommendations from the local Health Services Advisory Committee, and
 - b) if a child is not up to date, assist parents with making arrangements to bring each child up-to-date and, if necessary, directly facilitate provision of health services to bring the child up-to-date with parent consent.
- (iii) collaborate with the Head Start health service providers and Family and Community Support staff to develop and implement procedures for ongoing care to identify any new or recurring medical, dental, or developmental concerns and quickly make the appropriate referrals.
- (iv) document in ChildPlus all referrals and services provided and monitor the implementation of a follow-up plan to meet any treatment needs associated with a health, oral health, nutritional, social and emotional or developmental concerns.
- (v) complete or obtain the following screenings for each child:
 - a) evidence-based vision and hearing screenings within 45 days of the child's entry into program and every school year thereafter.
 - b) a current developmental screening to identify concerns regarding a child's developmental, behavioral, motor, language, social, cognitive, and emotional skills within 45 calendar days of when the child first attends the program or for any child that did not receive a screening the previous school year.
- (vi) use information from the above screenings to address concerns and ensure ongoing observations, evaluations and treatments; and from child's parents/guardians insights to help determine how the program can best respond to each child's individual characteristics, strengths and needs.
- (vii) prior to the beginning of the school year or child's entry into the program, collect and document the TB Questionnaire, Child Health History, and Nutrition Assessment, and
 - a) complete or obtain current Growth Assessment and Blood Pressure results for all children enrolled in the program; and
 - b) follow up for any concerns related to the above-mentioned tools.
- (viii) promote effective oral health hygiene; ensure all children are assisted by appropriate staff, or volunteers in brushing their teeth with toothpaste containing fluoride once daily.
- (ix) document in ChildPlus all referrals and services provided and monitor the implementation of a follow-up plan to meet any treatment needs associated with a health, oral health, nutritional, social and emotional or developmental concerns.

- (x) use program funds for professional medical and oral health services when no other source of funding is available, as well as for the provision of diapers and formula for enrolled children during the program day.
- (xi) Mental Health Services
 - a) work collaboratively with parents to solicit information, observations, and concerns about a child's mental health; share staff observations and discuss with parents the child's behavior and development.
 - b) when appropriate and subject to compliance with Section 38.010 of the Texas Education Code, collaborate with City to refer families to the services of a mental health agency or mental health professional. Such referrals will be provided on a schedule of sufficient frequency to enable the timely and effective identification of and intervention in family and staff concerns about a child's mental health.

(3) Nutrition Services

- (i) identify each child's nutritional health needs and implement nutrition services that are culturally and developmentally appropriate, meet the nutritional needs of, and accommodate, the feeding requirements of each child, including children with special dietary needs and food allergies, and children with disabilities.
- (ii) encourage family style meals, but do not require.
- (iii) regardless of arrival time, serve all children a nourishing breakfast.
- (iv) if a program operates for six hours or more per day, ensure that each child receives meals and snacks that provide one-half to two-thirds of the child's daily nutritional needs, depending upon the length of the program day.
- (v) use funds from USDA Food, Nutrition, and Consumer Services child nutrition programs as the primary source of payment for meal services.
- (vi) serve three- to five-year old children meals and snacks that meet USDA regulations (found at 7 CFR parts 210, 220, and 226), and that are high in nutrients and low in fat, sugar, and salt.
- (vii) make safe drinking water available to children during the program day.
- (viii) report to City the number of meals and snacks served to Head Start children on a monthly basis.

(4) Family and Community Support Services

- (i) in collaboration with City's Family and Community Support staff, must provide parent engagement and education activities that are responsive to the ongoing and expressed needs of the parents.
- (ii) collaborate with City and community agencies to provide opportunities to enhance parenting knowledge, skills, and an understanding of the educational and developmental needs of their children.

- (iii) conduct
 - a) two (2) teacher home visits; visits may occur at a mutually agreed upon location at the request of the parent, and
 - b) at least two (2) teacher-parent conferences per child per program year, to enhance the knowledge and understanding of the educational and developmental progress and activities of children in the program; home visits must not be required as a condition of the child's participation in the program.
- (iv) in collaboration with City's Family and Community Support staff, establish and maintain procedures to support successful transitions for enrolled children and families from previous childcare programs into Head Start and from Head Start to elementary school; and assist parents in becoming their children's advocates as they transition.
- (v) provide adequate office space, internet access with adequate network permissions, and faxing and printing capability for the Family Community Support staff assigned to their Centers/campuses.
- (vi) collaborate with City's Family and Community Support staff to encourage parent participation and attendance in Center Parent Committee meetings, Head Start Policy Council, volunteer events, and other parent activities.

(5) Environmental Health and Safety Services

- (i) establish, train staff, substitutes, consultants, and volunteers to implement, and enforce a system of health and safety practices to ensure children are kept safe at all times and never left unsupervised. ISD should consult *Caring for our Children Basics* for additional information to develop and implement adequate safety practices described in this section.
- (ii) develop and implement a system of management, including ongoing training, oversight, correction, and continuous improvement in accordance with 1302.102 of Head Start regulations, that includes policies and practices to ensure all facilities, equipment and materials, background checks, safety training, safety and hygiene practices, and administrative safety procedures are adequate to ensure child safety. ISD must establish, follow, and practice, as appropriate, procedures for, at a minimum:
 - (i) emergencies,
 - (ii) fire prevention and response,
 - (iii) protection from contagious diseases, including appropriate inclusion and exclusion policies for when a child is ill, and from an infectious disease outbreak, including appropriate notifications of any reportable illness,
 - (iv) the handling, storage, administration, and record of administration of medication,
 - (v) maintain procedures and systems to ensure children are only released to an authorized adult, and
 - (vi) child specific health care needs and food allergies that include an accessible plan of action for emergencies. ISD must also post and make available, where staff can view as needed, any individual child food allergies wherever food is served.
- (iii) maintain well-supplied and up-to-date first aid kits and supplies, appropriate for all ages served and the program size, at each facility and available on outings away from the sites.

- (iv) establish, follow and practice, as appropriate, a disaster preparedness plan for events including natural and human-made disasters and emergencies, and violence in or near the program.

5. **Transportation Services/Vehicles**

ISD will provide transportation services in compliance with the requirements of 45 CFR part 1303.75, et. seq., subject to any waiver that may be obtained by City and/or ISD, and must:

- (A) successfully complete an annual inspection of all school buses and other vehicles used for the transportation of children under this Agreement.
- (B) when transporting enrolled Head Start children, ensure that each child is seated in a child restraint system appropriate to the child's age, height, and weight.
- (C) ensure special transportation requirements in a child's Individualized Education Program or Individualized Family Service Plan are followed, including special pick-up and drop-off requirements, seating requirements, equipment needs, any assistance that may be required, and any necessary training for bus drivers and monitors.
- (D) ensure that all drivers be certified for the operation of said vehicles.
- (E) ensure that there is at least one appropriately-trained bus monitor on board at all times, with additional bus monitors as necessary.
- (F) submit to City, upon request, a complete set of documents regarding vehicles and drivers transporting children, and otherwise be in compliance with all applicable federal, state, and local requirements governing the transportation of children.
- (G) teach children who receive transportation services:
 - (1) safe riding practices;
 - (2) safety procedures for boarding and leaving the vehicle and for crossing the street to and from the vehicle at stops;
 - (3) recognition of the danger zones around the vehicle; and
 - (4) emergency evacuation procedures, including participating in at least one (1) emergency evacuation drill conducted on the vehicle the child will be riding.
- (H) each program year, ensure at least three (3) vehicle evacuation drills are practiced, in addition to the one required on the vehicle the child will be riding.

ATTACHMENT I(B)

EARLY HEAD START SCOPE OF WORK

1. Summary

ISD will perform the provisions of this Scope of Work, and serve the number of income, age, and categorically eligible children as indicated below in accordance with this Agreement, the Head Start Act, Head Start Program Performance Standards (HSPPS), the most recently updated City policies and DHS Data Entry & Benchmark Due Date Guide, and with the terms of this Agreement (together, hereinafter the “required guidelines”). ISD will operate full-day classroom(s) for minimum of seven (7) hours a day at City-approved sites for a minimum of 198 days of planned class operations for the EHS budget period. Operating hours set by ISD must be approved by the City.

Number of children in full-day center-based services on the first day of the program year	116
Number of children in home-based services on the first day of the program year	12
Minimum number of children with disabilities	13
Service Area	Any eligible child who (i) is returning from the incumbent grant recipient, (ii) resides in the Edgewood Independent School District for center-based services, or (iii) resides in either the Edgewood or San Antonio Independent School Districts for home-based services

2. Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA)

(A) City will determine eligibility and recruit, select and enroll children; ISD agrees to assist in City’s recruitment efforts. ISD also agrees to assist City to consistently maintain and replenish ISD’s assigned number of children in the table above for which it is funded to serve (“funded enrollment”). ISD will serve the funded enrollment of 128 EHS-eligible children from the first day of operations, or as soon as reasonably possible in accordance with HSPPS.

- (1) Vacancies. Once ISD is aware a vacancy exists ISD must assist City in filling the vacancy within no more than 30 calendar days. ISD must alert City once a vacancy exists and, once City approves the selected child(ren), start providing services within no more than seven (7) business days unless City approves in writing a longer timeframe.
- (2) Should ISD not assist City in these processes in Section 2(A) of this Scope of Work or if ISD does not provide services to the number of children it is funded to serve, including due to ISD being understaffed, for a period exceeding 120 days, City may, at its discretion, reduce ISD’s funding based on the difference between funded enrollment and actual enrollment and/or reduce the number of children for which ISD is funded in Section 1 and 2(A) of this Scope of Work.

(B) ISD’s Program Design. By June 1st each year, ISD will submit to City for its approval a preliminary program design for the subsequent program year, which will include, at a minimum: the total number of children enrolled, number of sites, number of classrooms, classroom age group designation, language designation, and hours of operation. The final Program Design is due to the City prior to the first day of each school year. If at any time ISD proposes a change to the preliminary or final Program Design, ISD must formally request City’s approval prior to making the proposed change, which will receive due consideration. Further, ISD will notify City within forty-eight (48) hours of any ISD policy, regulation, administrative decision, and/or any programmatic change that will impact the Program Design or effect enrollment.

- (C) Children with Disabilities. In accordance with the Head Start Act and subject to this Subsection 1(C), ISD will ensure that a minimum of 10% of the children enrolled in ISD's program are children with disabilities (i) who are determined to be eligible for special services, and (ii) who have an Individualized Family Service Plan through an Early Childhood Intervention (ECI) program. ISD must also provide services to eligible children who age-out of the ECI program who qualify for services through the district. ISD must meet this 10% requirement by a City-specified mid-point of each program year ("mid-year").
- (1) If ISD recognizes it is having difficulty in meeting the 10% requirement, ISD must provide City with the following:
- (iv) a written description of specific steps ISD has taken in the current program year to meet the requirement, to include efforts made to collaborate with local ECI agencies providing services under the IDEA and an explanation of why, despite these efforts, ISD was unable to meet it;
 - (v) a written confirmation from local ECI agencies of ISD's efforts to collaborate with them; and
 - (vi) ISD's written proposed approach to reach the 10% requirement, to include a description of how ISD will work with local ECI agencies to implement the approach.
- (3) Additionally, if ISD is unable to meet the 10% requirement by the mid-year due date, City will have the right, at its discretion, to reduce the number of children for which ISD is funded, or to place additional children with disabilities in ISD's program, in which case City and ISD will coordinate such placement.
- (D) Attendance. ISD will maintain accurate records related to daily attendance data and agrees that when the monthly average daily attendance rate in a center-based program falls below eighty-five percent (85%), ISD must immediately notify City. Late arrival does not constitute an absence and ISD will not alter services for those children. ISD must work with City's Family Support Worker to analyze the cause(s) of absenteeism or tardiness and provide additional support, which may include, but is not limited to, face-to-face meeting(s) with the family and other direct contact with the child's parents. If a child ceases to attend, ISD must make appropriate efforts to reengage the family to resume attendance. If the child's attendance does not resume, ISD must request permission from the City to remove the child from the program. Per HSPPS 1302.17, a child may not be expelled from ISD's program.

3. **Program Services**

Without regard to race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, political belief or affiliation, ISD shall provide the following services directly: (A) Early Childhood Development & Disability; (B) Safe and Healthy Environments; (C) Nutrition; and (D) Home-Based; and coordinate with the City's efforts to provide: (E) Health (including Dental/Oral and Mental Health); and (F) Family and Community Support (collectively, "Early Head Start Services") to meet the needs of the children and families served by EISD.

(A) **Early Childhood Development and Disability Services**. ISD must provide the following education and early childhood development services in compliance with the requirements of 45 C.F.R Part 1302, Subpart C, and follow City's guidance. In addition, ISD must offer ECI referrals to parents of children with developmental concerns:

- (1) Parental Involvement. In order for ISD to encourage and support parents in their efforts to become involved in the development of the program's curriculum and approach to child development and education, ISD will:
- (i) provide opportunities to increase parents' child observation skills and to share assessments with staff that will help plan the learning experience;
 - (ii) elect, in coordination with City staff, at least one parent member from each center- and home-based program to serve on the City's Head Start Policy Council (HSPC);

- (iii) encourage parents to participate in staff-parent conferences and home visits to discuss their child's development and education; and
 - (iv) encourage and make available resources to support parent engagement and attendance in center parent meetings, Parent Connection Committee meetings, HSPC, volunteering, parents' activities and contributions.
- (2) Development & Inclusion. ISD must help children gain the skills and confidence necessary to be successful in their present environment and in future responsibilities in school and life, and:
- (i) ensure its approach is developmentally and linguistically appropriate and recognizes the child's rate of development, language, cultural background and learning style(s);
 - (ii) be inclusive of children with disabilities; provide an environment of acceptance that supports and respects gender, culture, language, ethnicity and family composition; provide a balanced daily program of child-initiated and adult-directed activities; and
 - (iii) allow and enable children to independently use toilet facilities when it is developmentally appropriate, and the efforts are supported by the parents.
- (3) Social & Emotional Development. ISD must support social and emotional development by encouraging development which enhances child's strengths by building trust, fostering independence, and encouraging self-control and respect for feelings and rights of others in ways that support the child's health and well-being; and planning for routines and transitions.
- (4) Cognitive & Language Skills. ISD must:
- (i) support each child's learning, using various strategies including experimentation, inquiry, observation, play and exploration;
 - (ii) ensure opportunities for creative self-expression through activities such as art, music, movement, and dialogue;
 - (iii) promote interaction and language use among children and between children and adults;
 - (iv) support emerging literacy and numeracy developments through materials and activities according to the child's developmental level; and
 - (v) screen, in collaboration with child's parent, the child's developmental and behavioral skills utilizing the Ages and Stages Questionnaire ("ASQ"), specifically the ASQ-Social-Emotional (ASQ:-SE-2) and ASQ-Developmental (ASQ-3) Questionnaires) and upload it in the ChildPlus data system for all newly enrolled children within the first forty-five (45) days of the child's entrance into the program.
- (5) Physical Development. ISD must provide sufficient time, indoor and outdoor space, equipment, materials and adult guidance for active play and movement that support the development of gross motor skills and of fine motor skills according to the child's developmental level, and also provide an appropriate environment and adult guidance for the participation of children with special needs.
- (6) Curriculum. ISD, in collaboration with the parents and City, must implement *Creative Curriculum*© which supports each child's individual pattern of development.
- (7) School Readiness Plan of Action. The City will establish school readiness goals that are age-appropriate and create an Action Plan that best meets the needs of children. ISD agrees to assist City in this effort, and implement the Plan to achieve (a) the Plan's school readiness goals, and (b) integration with City's Parent, Family, and Community Engagement (PFCE) Framework. ISD must focus on the quality of teacher-child interactions, evidence-based teaching practices, evidence-based curriculum, and the inclusion of parents. ISD must consistently work to improve its practices to achieve Plan goals and objectives. City will analyze achievement and identify areas for improvement; ISD agrees to implement City's guidance.

(8) Analysis of Progress. ISD, in coordination with the City, will assess child progress on an ongoing basis utilizing the Early Learning Accomplishment Profile (E-LAP) and the Learning Accomplishment Profile; 3rd edition (LAP-3) and all associated components (together, the “Assessments”) in order to conform with the Assessment and assessment process, and must:

- (i) ensure Instructional Coach participation in monthly Instructional Coaching meetings to build knowledge and skills in order to directly support teacher’s understanding, planning, and administration of the Assessments.
- (ii) conduct Assessments at least three times per program year (at the beginning, middle and end) utilizing the Data Entry & Benchmark Due Date Guide. If needed, ISD will also coordinate with City to make mid-year adjustments in instruction and/or professional development support should patterns or trends be identified in the analysis, and use such information to inform teachers and parents how best to individualize each child’s learning and progress across domains.

City will provide support, training and technical assistance as needed.

(9) Quality Improvement. ISD must:

- (i) select one (1) teacher to participate in City’s Together, Learning, and Collaborating (TLC) intensive coaching system each program year;
- (ii) ensure Instructional Coach participation in monthly Peer/Instructional Coaching meetings; and
- (iii) implement Coaching to Fidelity twice (2x) a program year, utilizing the EHS Data Entry & Benchmarks Due Date Guide.

(B) Safe and Healthy Environments Services

ISD will perform the following services as it relates to the specific service listed below in compliance with the requirements of 45 C.F.R Chapter XIII Parts 1302.40 – 1302.47 and 1302.33. In addition, health and safety standards must be maintained at all times and in accordance with Texas Health and Human Services Child Care Regulation Minimum Standards. At a minimum, ISD must:

(1) Posted Policies & Procedures. establish and implement policies and procedures to respond to medical and dental health emergencies, in which all staff must be familiar and trained. Procedures must include how and where the following items must be posted:

- (i) policies and plans of action; telephone numbers of emergency response systems;
- (ii) emergency evacuation routes and other safety procedures for emergencies;
- (iii) methods of notifying parents in the event of an emergency;
- (iv) up-to-date family contact information and authorization for emergency care; and
- (v) established methods for handling cases of suspected or known child abuse and neglect.

City must be notified within 24 hours of any incident or emergency.

City will provide support, training and technical assistance to ensure these requirements are met.

(2) Caring for Our Children Basics. train staff, and establish, implement and enforce a system of practices to ensure children are kept safe at all times. Children must never be left unsupervised. ISD should consult *Caring for our Children Basics* for additional information to develop and implement adequate safety practices.

(3) Safety Management. develop and implement a system of management, including ongoing training, oversight, correction and continuous improvement in accordance with §1302.102 of Head Start regulations. This includes adequate policies and practices to cover all facilities, equipment,

materials, background checks, safety training, safety and hygiene practices, and administrative safety procedures; and ensure child safety. Further, ISD must establish and practice, at a minimum, procedures for:

- (i) emergencies,
 - (ii) fire prevention and response,
 - (iii) protection from contagious diseases including appropriate inclusion and exclusion policies for when a child is ill, and to prevent an infectious disease outbreak, and must include appropriate notifications of any reportable illness,
 - (iv) the handling, storage, administration, and record of administration of medication,
 - (v) ensuring children are only released to an authorized adult, and
 - (vi) child-specific health care needs and food allergies that include an accessible plan of action for emergencies. For food allergies, this includes posting where staff can view as needed, any individual child food allergies wherever food is served.
- (4) Disaster Preparedness. establish and practice, as appropriate, a disaster preparedness plan for events including natural and human-made disasters and emergencies, and violence in or near the program.

(C) Nutrition Services

ISD must:

- (1) Nutrition Plan. in coordination with City:
 - (i) work with families to identify each child's nutritional needs, considering staff and family discussions regarding any relevant nutrition-related assessment data; information about family eating patterns including cultural preference; special dietary requirements; and feeding requirements of each child with disabilities; and information about major community nutritional issues.
 - (ii) design and implement a nutrition plan that meets the nutritional needs and feeding requirements of each child, and takes into account the length of the program day.
- (2) Special Diets. post up-to-date individualized special diet information in each applicable classroom and ensure all teachers are aware of each child's dietary needs at all times.
- (3) Dietician. work with City and City's nutritionist/dietician to support engagement opportunities for parents, children and staff as applicable.
- (4) Family-Style Meals. encourage family-style meals when developmentally appropriate, and ensure snack and mealtimes are structured and used as learning opportunities that support staff-child interactions and foster communication that contribute to a child's learning, development, and socialization.
- (5) CACFP. use funds from the USDA CACFP as the primary source of payment for meal services.

(D) Home-Based Services

ISD must comply with HSPPS §1302.35, Education in home-based programs, and provide the full range of comprehensive Head Start services through visits with the child's parents, primarily in the child's home, and through group socialization opportunities in a classroom, community facility or field trips.

- (1) Home Visitors will have no more than 12 families each on case load at any one time.
- (2) Frequency of Visits. Home Visitors must:

- (i) complete one visit per week for each family on their case load at no less than 90 minutes per visit. Each family must have 46 visits annually.
 - (ii) make up planned home visits or scheduled group socialization activities that were canceled by the program and, to the extent possible, attempt to make up planned home visits canceled by the family when this is necessary to meet the required number of visits.
 - (iii) not replace home visits or scheduled group socialization activities with medical or social service appointments for the purposes of meeting the required number of visits.
- (3) **Socializations.** Group socializations should be planned jointly with families and structured to:
- (i) provide children with age-appropriate activities that are aligned with school readiness goals, the Head Start Early Learning Outcomes Framework, and the home-based curriculum.
 - (ii) include opportunities for parents to participate in activities that support their parenting skills development or family partnership goals.
 - (iii) encourage parents to observe and actively participate in activities, as appropriate.
 - (iv) encourage parents to share experiences related to their children's development with other parents in order to strengthen parent-child relationships and to help promote parent's understanding of child development.
- A written schedule of socializations must also be created and maintained.
- (4) **Curriculum.** ISD, in collaboration with the home-based parents and City, must implement Partners for a Healthy Baby which supports each child's individual pattern of development.

(E) Health Services (including Dental/Oral and Mental Health)

ISD must:

- (1) **Exclusion for Sickness.**
 - (i) Short-term illness – temporarily exclude a child with a short-term injury or an acute or short-term contagious illness from participation in activities or group experiences, but only for that generally short-term period when keeping the child in care poses a significant risk to the health and safety of the child or anyone in contact with the child.
 - (ii) Exclusion Not Allowed – not deny admission to any child, nor exclude any enrolled child from participation solely based on health care needs or medication requirements, unless the child poses a significant risk to the health and safety of the child or anyone in contact with the child and the risk cannot be eliminated or reduced to an acceptable level through reasonable modifications or by providing appropriate auxiliary aids.
- (2) **Medication.** establish and maintain written procedures regarding the administration, handling, and storage of medication for every child. Certificates of completion will be maintained by ISD. The City will provide support, training and technical assistance to ensure these requirements are met.
- (3) **Demonstration.** ensure staff and volunteers can demonstrate safety practices; foster safety awareness by incorporating it into child and parent activities; and ensure staff, volunteers and children follow the appropriate hygiene requirements.
- (4) **First Aid.** make available well-supplied first aid kits, appropriate for all ages served in each classroom and on outings away from the facility.
- (5) **Immunizations.** maintain up-to-date immunization records on all children enrolled.

- (6) Clinics. coordinate with City's EHS Health Manager to provide space for up to four (4) dental clinics. and three (3) lab clinics.
- (7) Collaboration. collaborate with health service providers in the community to provide any needed referrals and additional resources to families with any new or reoccurring medical, dental or developmental concerns.
- (8) Screenings. ensure the following occurs within 45 calendar days of each child's entry into the program and again every school year: evidence-based vision and hearing screenings, current developmental screening to identify concerns regarding behavioral, motor, language, cognitive, and social and emotional skills. ISD must use the information from the screening to address developmental, sensory, and behavioral concerns. Ongoing observations, medical and dental evaluations and treatments, and insights from the child's parents/guardians must be utilized to determine how the program can best respond to each child's individual characteristics, strengths and needs.
- (9) Oral Health Hygiene. assist, by appropriate staff or volunteers, all children with teeth in brushing their teeth with toothpaste containing fluoride once daily.
- (10) Documentation & Follow-up. document in ChildPlus all referrals and services and monitor the implementation of a follow-up plan to meet any treatment needs associated with a health, oral health, social and emotional, or developmental concerns.
- (11) Mental Health Services.
 - (i) collaboratively work with parents to:
 - (a) solicit information, observation, and concerns about their child's mental health;
 - (b) share staff observations and the child's behavior and development; and
 - (c) share observations with mental health professionals as pertains to the child receiving services.
 - (ii) secure or refer, when appropriate, the services of licensed mental health professionals with sufficient frequency to enable the timely and effective identification of and intervention for family and staff concerns about a child's mental health.
 - (iii) allow access to children and staff to assist with services in City's Wellness Support Services Policy.
- (12) Diapers, Formula & Other Unfunded Needs. Program funds may be used for diapers and formula, as well as other medical and oral health services when no other funding is available.

(F) Family and Community Support Services

- (1) In collaboration with City-led staff, ISD must:
 - (i) provide at least two (2) parent engagement and education activities per program year that are responsive to the expressed needs of the parents.
 - (ii) provide opportunities to include parents in the development of the program's curriculum and approach to child development and education.
 - (iii) collaborate with other service providers to provide opportunities to enhance parenting skills, knowledge and understanding of the educational and developmental needs and activities of their children.
 - (iv) promote purpose and support parents' understanding of the School Readiness Home Learning

activities and submit monthly School Readiness Home Learning activities to City as specified.

(2) Education staff must conduct:

- (i) two (2) home visits per year; visits may occur at a mutually agreed upon location at the request of the parent; and
- (ii) two (2) staff-parent conferences per child per year, to enhance the knowledge and understanding of the educational and developmental progress and activities of children.

ISD understands that if a parent denies home visits and conferences, they are not required as a condition of a child's receiving services; however, ISD must properly document the denial according to City's guidance. City will provide support, training and technical assistance to ensure requirements are met.

ATTACHMENT II (A)
PROGRAM BUDGET FOR THE HEAD START PROGRAM

ATTACHMENT II(B)
PROGRAM BUDGET FOR THE EHS PROGRAM

ATTACHMENT III

SPECIAL PROVISIONS

I. RESTRICTIONS ON USE OF FUNDS OR PROPERTY

1.01 DEPARTMENT is prohibited from:

- a) using or transferring funds provided under this AGREEMENT for purposes other than authorized Program activities;
- b) using, pledging, granting a security interest in, or otherwise encumbering any right or any property acquired with funds provided under this AGREEMENT as collateral or security for any loan, note debenture, bond or any other debt instrument; and
- c) using any funds provided hereunder for payment of principal or interest on any loan, note, debenture, bond or any other debt instrument, other than those approved by DHS.

II. REQUIREMENTS FOR PARTICIPATION IN CITY-DESIGNATED DATA SYSTEM

2.01 DEPARTMENT shall:

- a) utilize ChildPlus to input data that pertains to the on-going day-to-day work completed;
- b) support all design, development, testing and implementation protocols as established by DHS;
- c) participate in preliminary and final testing of the system using City protocols;
- d) allow installation of data encryption software on the Child Care network; and
- e) with parental permission, provide DHS with access to critical confidential data in Section 3.01 below.

2.02 Both Parties agree:

- a) to use best efforts to cooperate and exchange information regarding all aspects of the project and comply with all reasonable requests with respect to information in the system.
- b) that nothing herein shall be construed as to control or in any way limit the right of parents to choose a Program provider.

III. CONFIDENTIAL DATA

3.01 The Parties to this AGREEMENT shall have access to the following confidential data, with parental permission in the case of the child:

Parent's Information:

Case Number
First Name, Middle Initial, Last Name
Street Address, City, Zip Code
Telephone Number
Social Security Number (Optional)
Birth Date
Gender
Race
Handicap (Optional)
Yearly Income
Number of members in the family
County of Residence
Employment and training status

Each child's Information:

Client Number
First Name, Middle Initial, Last Name
Social Security Number (Optional)
Birth Date
Gender
Race
Handicap (Optional)

ATTACHMENT IV
HHS AWARD DOCUMENT(S)

ATTACHMENT V

WITNESSETH:

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (**Agreement**) is entered into by and between the City of San Antonio (“**Covered Entity**”), and the named Party in the underlying Agreement, a **Business Associate** (“**BA**”), (collectively, the “**Parties**”).

WHEREAS, the Covered Entity and BA have entered into an Agreement (“Service Contract”), effective on February 1, 2024, whereby BA provides education services to the Covered Entity through January 31, 2029; and

WHEREAS, Covered Entity and BA may need to use, disclose and/or make available certain information pursuant to the terms of the Service Contract, some of which may constitute Protected Health Information (“PHI”); and

WHEREAS, Covered Entity and BA intend to protect the privacy and provide for the security of PHI disclosed to each other pursuant to the Service Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) and other applicable laws; and

WHEREAS, the purpose of this Agreement is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations (“C.F.R.”), as the same may be amended from time to time;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

A. Definitions. For the purposes of this Agreement, the following terms have the meanings ascribed to them:

- (1) “Breach” shall mean an impermissible use or disclosure under the Privacy Rule that compromises the security or privacy of the protected health information. An impermissible use or disclosure of protected health information is presumed to be a breach unless the covered entity or business associate, as applicable, demonstrates that there is a low probability that the protected health information has been compromised based on a risk assessment of at least the following factors:
 - (a) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - (b) the unauthorized person who used the protected health information or to whom the disclosure was made;
 - (c) whether the protected health information was actually acquired or viewed; and
 - (d) the extent to which the risk to the protected health information has been mitigated.
- (2) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. 164.501.
- (3) “Disclosure” with respect to PHI, shall mean the release, transfer, provision of access to or divulging in any other manner of PHI outside the entity holding the PHI.
- (4) “Health Information” is defined in 45 C.F.R. 160.103 as any information, including genetic information, whether oral or recorded in any form or medium that: (1) is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an

individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

- (5) “Individual” means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).
- (6) “Individually Identifiable Health Information” is defined in 45 C.F.R. 160.103 as information that is a subset of health information, including demographic information collected from an individual, and: (1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- (7) “Privacy Rule” shall mean the regulations for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subpart E.
- (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. 160.103, limited to the information created or received by BA from or on behalf of Covered Entity. PHI includes “Electronic Protected Health Information” or “EPHI” and shall have the meaning given to such term under the HIPAA Rule, including but not limited to 45 C.F.R. Parts 160, 162, 164, and under HITECH.
- (9) “Required By Law” means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits. 45 C.F.R 164.103.
- (10) “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.
- (11) “Security Rules” shall mean the Security Standards for the Protection of Electronic Protected Health Information codified at 45 C.F.R. Part 164.
- (12) The Health Information Technology for Economic and Clinical Health (“HITECH”) Act shall mean Division A, Title XII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

B. BA Obligations and Activities. BA agrees that it shall:

- (1) Not use or disclose the PHI other than as permitted or required by this Agreement or as Required by Law;
- (2) Establish and maintain appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect, consistent with the services provided under this Agreement, the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of Covered Entity;
- (3) Mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Agreement;
- (4) Report to Covered Entity any use or disclosure of PHI of which BA is aware or becomes aware that is not provided for or allowed by this Agreement as well as any Security Incident as defined by 45 C.F.R. 164.304 that BA becomes aware of;

- (5) Ensure that a business associate agreement is in place with any of its agents or subcontractors with which BA:
 - (a) does business, and
 - (b) to whom it provides PHI received from, or created or received by BA on behalf of, Covered Entity; and ensures such agents or subcontractors are aware of and agree to the same restrictions and conditions that apply through this Agreement to BA with respect to such information, and further agree to implement reasonable and appropriate administrative, physical and technical safeguards that render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI;
- (6) Provide access, at the request of Covered Entity, and in a reasonable time and manner as agreed by the Parties, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements 45 C.F.R. §164.524;
- (7) Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of the Covered Entity or an Individual, and in a reasonable time and manner agreed to by the Parties;
- (8) Make available to the Covered Entity or to the Secretary all internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the BA on behalf of the Covered Entity, for purposes of the Secretary in determining Covered Entity's compliance with the Privacy Rule;
- (9) Document disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request from an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528;
- (10) Provide Covered Entity or an Individual, in a reasonable time and manner as agreed to by the Parties, information collected in accordance with Section B(9) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528;
- (11) Immediately, and in no event later than three days from discovery, notify Covered Entity of any breach of PHI, including ePHI, and will coordinate with Covered Entity to identify, record, investigate, and report to an affected individual and U.S. Department of Health and Human Services, as required, any covered PHI breach. Breach notification to Covered Entity must include: names of individuals with contact information for those who were or may have been impacted by the HIPAA Breach; a brief description of the circumstances of the HIPAA Breach, including the date of the breach and date of discovery; a description of the types of unsecured PHI involved in the breach; a brief description of what the BA has done or is doing to investigate the breach and mitigate harm. BA will appoint a breach liaison and provide contact information to provide information and answer questions Covered Entity may have concerning the breach;
- (12) Comply with all Security Rules requirements;
- (13) Comply with the Privacy Rule for any obligation Covered Entity delegates to BA;
- (14) Under no circumstances sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153, effective September 1, 2012, nor shall BA use PHI for marketing purposes in such a manner as to violate Texas Health and Safety Code Section 181.152, or attempt to re-identify any information in violation of Texas Health and Safety Code Section 181.151, regardless of whether such action is on behalf of or permitted by the Covered Entity.

C. Permitted Uses and Disclosures by BA

- (1) Except as otherwise limited in this Agreement, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- (2) Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA, provided that disclosures are Required By Law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.
- (3) Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).
- (4) BA may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 164.502(j)(1).

D. Obligations of Covered Entity. Covered Entity shall inform BA of its privacy practices and restrictions as follows. Covered Entity shall:

- (1) Notify BA of any limitations in its notice of privacy practices in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect BA's use or disclosure of PHI;
- (2) Notify BA of any changes in, or revocation of, permission by any Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI;
- (3) Notify BA of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522 to the extent that such changes may affect BA's use or disclosure of PHI;
- (4) Coordinate with BA regarding any PHI breach and make timely notification to affected individuals within 60 days of discovery.

E. Permissible Requests by Covered Entity.

Covered Entity shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that the BA may use or disclose PHI for data aggregation or management and administrative activities of the BA.

F. Term and Termination.

- (1) This Agreement becomes effective on the date specified herein. This Agreement shall terminate when all PHI encompassed by this Agreement is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in this Section.
- (2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by BA, Covered Entity shall either (a) provide an opportunity for BA to cure the breach in accordance with the terms of the Service Contract or, if the BA does not cure the breach or end the violation within the time for cure specified in the Service Contract, end the violation and terminate this Agreement and the Service Contract; or (b) immediately terminate this Agreement and the Service Contract if BA has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

- (3) Effect of Termination.
- (a) Except as provided below in paragraph (b) of this Section F(3), upon termination of this Agreement for any reason, BA shall return or destroy all PHI received from the Covered Entity, or created or received by BA on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of BA or its subcontractors or agents. BA shall not retain any copies of PHI.
 - (b) In the event that BA determines that returning or destroying PHI is infeasible, BA shall provide to Covered Entity written notification of the condition that makes the return or destruction of PHI infeasible. Upon BA's conveyance of such written notification, BA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make its return or destruction infeasible, for so long as BA maintains such PHI.
- (4) Notwithstanding any other provision under this Agreement, the Parties agree that the Service Contract may be terminated by either Party without penalty should the other Party violate a material obligation under this Agreement.
- G. Amendment to Comply with Law. The Parties agree to take written action as is necessary to amend this Agreement to comply with any Privacy Rules and HIPAA legal requirements for Covered Entity without the need for additional council action.
- H. Survival. The respective rights and obligations of the BA under Sections B, C (2) and (4), and F(3) shall survive the termination of this Agreement.
- I. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit Covered Entity to comply with the Privacy Rule.
- J. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or amended.
- K. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- L. **INDEMNIFICATION. BA WILL INDEMNIFY, DEFEND AND HOLD COVERED ENTITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS HARMLESS, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RELATED TO ANY THIRD-PARTY CLAIM BASED UPON ANY BREACH OF THIS AGREEMENT BY BA IN ACCORDANCE WITH THE INDEMNITY PROVISIONS IN THE SERVICE CONTRACT, WHICH ARE HEREBY INCORPORATED BY REFERENCE FOR ALL PURPOSES.**
- M. Reimbursement. BA will reimburse Covered Entity for reasonable costs incurred responding to a PHI breach by BA or any of BA's subcontractors.
- M. Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
- N. Assignment. Neither party may assign (whether by operation of law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of BA.
- O. Entire Agreement. This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Service Contract or any such later agreement(s), the terms of this

Agreement shall control unless the terms of such Service Contract comply with the Privacy Standards and the Security Standards. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

- P. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas.

EXECUTED by the Parties, signing by and through their authorized representatives, to be effective February 1, 2024.

COVERED ENTITY:

City of San Antonio,
a Texas municipal corporation

BUSINESS ASSOCIATE:

Edgewood Independent School District

By: _____
Melody Woosley, Director
Department of Human Services

By: _____
Dr. Eduardo Hernández, Superintendent

APPROVED AS TO FORM:

Assistant City Attorney

ATTACHMENT VI
Additional OMB Provisions
from Appendix II to Part 75—Contract Provisions
for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by HHS or the City, all contracts made by the City under the Federal award must contain provisions covering the following, as applicable (45 C.F.R. 75, Appendix II).

Hereinafter in this Attachment VI, ISD shall be referred to as “contractor.”

<u>Provision</u>	<u>Page Number of this Attachment</u>
Equal Employment Opportunity	2
Davis Bacon Act	4
Contract Work Hours and Safety Standards Act	9

EQUAL EMPLOYMENT OPPORTUNITY provisions (60 C.F.R. 1.4(b)).

During the performance of this Agreement, contractor agrees:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor 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.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to CONTRACTOR's books, records, and accounts by the U.S. Department of Health and Human Services ("HHS") and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally-assisted construction 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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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. The contractor will take such action with respect to any subcontract or purchase order as HHS may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request HHS to enter into such litigation to protect the interests of the United States.

DAVIS BACON ACT provisions (29 C.F.R. § 5.5(a))

For any contract or subcontract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from federal funds, and which is subject to the labor standards provisions of any of the acts listed in 29 C.F.R. §5.1, the following § 5.5(a) must be included and complied with:

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is incorporated herein by reference, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate

(including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding.

HHS or the City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this Agreement or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HHS may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HHS if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HHS. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HHS if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to HHS, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HHS or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Agreement.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Agreement.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Agreement shall not be subject to the general disputes clause of this Agreement. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Agreement, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT provisions (29 C.F.R. § 5.5(b))

(1) Overtime requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages.

The U.S. Department of Health and Human Services or the City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Edgewood Independent School District

Regular Board Meeting

Date: August 22, 2023

AGENDA SECTION: Consent

SUBJECT: Consideration and approval of the Air Tutor Contract Agreement to provide small group online instructional services for Accelerated Instruction purposes to address the mandates of HB 4545 and HB 1416, not to exceed \$270,000.00

BOARD POLICY: CH (LOCAL)

BOARD/SUPERINTENDENT
PRIORITY(S):
(Select all applicable priorities)

- ☒ Priority 1 – Focus on Student Success
- ☐ Priority 2 – Focus on Students, Families and Community
- ☐ Priority 3 – Focus on Operational Excellence
- ☐ Priority 4 – Focus on Employees & Organizational Improvement
- ☐ Priority 5 – Focus on Financial Stewardship

ACCOUNT CODE(S): 279-11-6299.00-818-24-D06 \$48,800
282-11-6299.00-818-24-000 \$221,200

PREPARED/PRESENTED BY: Dr. Roberto Basurto, Assistant Superintendent of Academic Services

Background Information

In June of 2021, the Texas Legislature enacted HB 4545 requiring Accelerated Learning for any student who did not meet approaches or better on their STAAR or EOC exam. This law mandates that students be provided instruction in addition to their regular coursework and that this instruction be provided in a small student to teacher ratio. In June 2023, the Legislature passed HB 1416 which revised some of the mandates covered under HB 4545 but still maintained the requirement for Accelerated Instruction for students not passing STAAR and EOC.

To meet this mandate, EISD is proposing contracting Air Tutor. This company provides outside teachers to work online directly with students in reading and math. In selecting this provider multiple companies from the state approved list of vendors were contacted for quotes, which were reviewed for availability of services, reporting potential, curriculum choice, ability to customize to meet District need, technology requirements, cost, and flexibility with scheduling and grouping. Air Tutor provided services during the 2022 – 2023 school district and was found to be highly effective with our elementary and middle school students.

Services are targeted for students at the following District campuses: Brentwood Middle School, Wrenn Middle School, Cisneros, Gonzales, Johnson, Las Palmas, Loma Park, Perales, Roosevelt, and Stafford, but may be utilized at any campus throughout the year. The proposed quote will allow up to

Edgewood ISD provides an exceptional learning experience that engages, empowers, and prepares students to compete and reach their highest potential in an ever-changing world.

Edgewood Independent School District

500 students to be served for up to the required 30 hours.

Texas Education Code §44.031(a) states all school district contracts for the purchase of goods and services valued at \$50,000 or more in the aggregate, for each 12-month period are to be made by the method that provides the best value to the district. Board Policy CH (LOCAL) states, “In determining the best value for the district, the district is not restricted to considering price alone but may consider any other factors stated in the selection criteria offered. And, in determining the best value for the district, the district is not restricted to considering price alone but may consider any other factors stated in the selection criteria.”

Administrative Consideration

Consideration and approval of the Air Tutor Contract Agreement to provide small group online instructional services for Accelerated Instruction purposes to address the mandates of HB 4545 and HB 1416, not to exceed \$270,000.00

Communication Deployment

Board Workshop, Board Updates, Board Briefings, Board Minutes

Suggested Motion

The Board approves of the Air Tutor Contract Agreement to provide small group online instructional services for Accelerated Instruction purposes to address the mandates of HB 4545 and HB 1416, not to exceed \$270,000.00

Respectfully submitted,
Dr. Eduardo Hernandez, Superintendent of Schools



Tutoring for Today's Student

K-12 online tutoring expertise & personalized learning opportunities by your side, 24/7.



Your Partner in Academic Achievement

August 2, 2023

Edgewood Independent School District

611 SW 36th Street
San Antonio, TX 78237

Sandra Lomas
Accelerated Learning Coordinator
ADSY Project Manager

Please note: This is only a proposal. Once you email your acceptance of this proposal. Air Tutors' will then provide you with a contract for signature and implementation.



<https://airtutors.org> - hello@airtutors.org



The base rate on the attached quote is summative and includes wrap-around support, such as:

- * Impelementation support for district and families
- * Engagement / Attendance campaigns
- * Ongoing technical support for families and administration
- * Gathering necessary data on student achievement and academic needs
- * Tutor preparation time and post-session feedback
- * Regular reporting on student participation and achievement measures
- * Ongoing feedback and communication with all stakeholders
(ie, parent, guardian, teacher, counselor, and/or administrator)

Service Implementation

Launching Air Tutors within a school or district is easy and efficient. We are educational strategists with our partners, providing full implementation support, accountability metrics, and a tailored alignment to your curriculum and programs.



Our educator to student ratio ranges from 1:1 to 1:5. After gathering initial information, we place students in 1:1 or small group programs among peers with similar skill sets to maximize our impact.



Groupings are determined based on proficiencies (including by not limited to diagnostic testing scores, academic grades, teacher feedback), personalities, and needs. Embedded into our fully encrypted platform are adaptive-based assessments, which, combined with educator feedback, guide our student placement, and allow us to combine real-time efficacy data with targeted instruction.



Tutoring dosage (session length and frequency) is determined by district needs, availability, and budget. Our programs take place before, during (Push-In intervention), and after school hours, as well as on the weekends.

We have tutors available **seven days a week**, and while most of our tutoring sessions are scheduled, all participating students can schedule on-demand sessions as well.

Most sessions are 60 minutes in length but can be scheduled in shorter 15-minute intervals. (For example, hourly sessions can be provided in two 30-minute sessions, as sometimes deemed more effective for students' attention spans and knowledge retention particularly in early elementary grade levels.)

We engage in transparent communication throughout our work together. Reports on student usage rates and achievement are provided to the district in a metric and cadence that suits your needs.



Summary of Services

Air Tutors is your district's online partner in academic achievement. Our interactive experience developed long before the pandemic and, within the prestigious private school and boarding school arena, we polished a research-driven tutoring and mentoring service with the goal of helping all students reach their full potential with high-quality, personalized instruction.

Beyond their academic brilliance, our educators have personalities that shine through the web. We utilize novel teaching techniques that make lectures come alive for students, captivating their engagement and attention.



Delivered by tutors that are:

- ★ Carefully and intentionally matched with students
- ★ Bilingual in multiple languages
- ★ Experts with higher education degrees in the focus area
- ★ Experienced educators averaging 10 years of teaching experience
- ★ Background checked

And is delivered with:

- ★ 1:1 and/or small group tutoring instruction (up to 5 students)
- ★ Scheduling flexibility with before, during, and after school programming
- ★ Alignment to school/district curriculum and state standards
- ★ Engagement campaigns that boost attendance
- ★ Accountability reports and feedback for guardians, teachers, and administrators
- ★ Simple to launch 3-step process to implement service
- ★ An easy, intuitive, and engaging digital platform

Number of Students	500
Students per Session	5
Length of Sessions	30 Minutes
Number of Hours	30 Per Student
Term of Agreement	1 Year(s)

Agreement Not to Exceed \$270,000

Typically, our agreements are written with a “do not exceed” amount, as the length of sessions and number of groups are subject to change. You only pay for sessions used. Prepaid agreements are also tracked by session, so unused balances can be credited to the next agreement.

EDGEWOOD ISD - VENDOR THREE QUOTE FORM

Quotes for Req. #: _____

Date: 8/15/2023

Submitted By: Rosemary Gutierrez

			VENDOR #1		VENDOR #2		VENDOR #3	
Company Name			AIR TUTORS		ECS STAAR MASTER		CARNEGIE LEARNING	
Contact Person			STEPHEN CROSS		CINNAMON PESCHEL		DEBRA MAYFIELD	
Phone Number			678.327.1634		832.266.9123		210.473.0590	
Date of Quote			August 2, 2023		July 31, 2023		August 1, 2023	
Other Information			stephencross@airtutors.org		cpeschel@ecslearn.com		dmayfield@carnegielearning.com	
Description	Qty	Unit Measure	Unit Price	Total	Unit Price	Total	Unit Price	Total
SEE ATTACHED -			-			-		-
PROPOSALS			-	-	-	-	-	-
			-	-	-	-	-	-
AIR TUTORS			-	\$270,000	-	-	-	-
			-	-	-	-	-	-
ECS STAAR MASTER			-	-		\$513,000	-	-
			-	-	-	-	-	-
CARNEGIE LEARNING			-	-	-		-	\$756,000
			-	-	-	-	-	-
			-	-	-	-	-	-
Delivery Fees			-		-		-	
Expedite Fees			-		-		-	
Set-Up Fees			-		-		-	
Other Fees			-		-		-	
GRAND TOTAL			-	\$270,000	-	\$513,000.00	-	\$ 756,000.00

Comments:

WE WILL BE GOING WITH AIR TUTORS SINCE THEY PROVIDED SERVICES DURING THE 2022-2023 SCHOOL YEAR AND WERE HIGHLY EFFECTIVE.



Tutoring for Today's Student
K-12 online tutoring expertise & personalized
learning opportunities by your side, 24/7.



Your Partner in Academic Achievement

August 2, 2023

Edgewood Independent School District
611 SW 36th Street
San Antonio, TX 78237

Sandra Lomas
Accelerated Learning Coordinator
ADSY Project Manager

Please note: This is only a proposal. Once you email your acceptance of this proposal. Air Tutors' will then provide you with a contract for signature and implementation.



<https://airtutors.org> - hello@airtutors.org



The base rate on the attached quote is summative and includes wrap-around support, such as:

- * Implementation support for district and families
- * Engagement / Attendance campaigns
- * Ongoing technical support for families and administration
- * Gathering necessary data on student achievement and academic needs
- * Tutor preparation time and post-session feedback
- * Regular reporting on student participation and achievement measures
- * Ongoing feedback and communication with all stakeholders
(ie, parent, guardian, teacher, counselor, and/or administrator)

Service Implementation

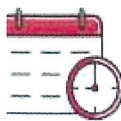
Launching Air Tutors within a school or district is easy and efficient. We are educational strategists with our partners, providing full implementation support, accountability metrics, and a tailored alignment to your curriculum and programs.



Our educator to student ratio ranges from 1:1 to 1:5. After gathering initial information, we place students in 1:1 or small group programs among peers with similar skill sets to maximize our impact.



Groupings are determined based on proficiencies (including by not limited to diagnostic testing scores, academic grades, teacher feedback), personalities, and needs. Embedded into our fully encrypted platform are adaptive-based assessments, which, combined with educator feedback, guide our student placement, and allow us to combine real-time efficacy data with targeted instruction.



Tutoring dosage (session length and frequency) is determined by district needs, availability, and budget. Our programs take place before, during (Push-In intervention), and after school hours, as well as on the weekends.

We have tutors available **seven days a week**, and while most of our tutoring sessions are scheduled, all participating students can schedule on-demand sessions as well.

Most sessions are 60 minutes in length but can be scheduled in shorter 15-minute intervals. (For example, hourly sessions can be provided in two 30-minute sessions, as sometimes deemed more effective for students' attention spans and knowledge retention particularly in early elementary grade levels.)

We engage in transparent communication throughout our work together. Reports on student usage rates and achievement are provided to the district in a metric and cadence that suits your needs.



Summary of Services

Air Tutors is your district's online partner in academic achievement. Our interactive experience developed long before the pandemic and, within the prestigious private school and boarding school arena, we polished a research-driven tutoring and mentoring service with the goal of helping all students reach their full potential with high-quality, personalized instruction.

Beyond their academic brilliance, our educators have personalities that shine through the web. We utilize novel teaching techniques that make lectures come alive for students, captivating their engagement and attention.



Delivered by tutors that are:

- ★ Carefully and intentionally matched with students
- ★ Bilingual in multiple languages
- ★ Experts with higher education degrees in the focus area
- ★ Experienced educators averaging 10 years of teaching experience
- ★ Background checked

And is delivered with:

- ★ 1:1 and/or small group tutoring instruction (up to 5 students)
- ★ Scheduling flexibility with before, during, and after school programming
- ★ Alignment to school/district curriculum and state standards
- ★ Engagement campaigns that boost attendance
- ★ Accountability reports and feedback for guardians, teachers, and administrators
- ★ Simple to launch 3-step process to implement service
- ★ An easy, intuitive, and engaging digital platform

Number of Students	500
Students per Session	5
Length of Sessions	30 Minutes
Number of Hours	30 Per Student
Term of Agreement	1 Year(s)

Agreement Not to Exceed \$270,000

Typically, our agreements are written with a "do not exceed" amount, as the length of sessions and number of groups are subject to change. You only pay for sessions used. Prepaid agreements are also tracked by session, so unused balances can be credited to the next agreement.

High Impact Tutoring Program

Edgewood ISD



Cinnamon Peschel
Education Consultant
Cell: 832-266-9123
cpeschel@ecslearn.com



High Impact Tutoring Program

First Things First...

Your Question	Our Answer
Would you be equipped to provide services to 500-1000 students 2-3 times weekly?	Yes
Would you be equipped to service multiple groups around the lunchtime hours for our middle school flextime?	Yes
What curriculum would you use for Math at each grade level band?	STAAR MASTER® (See pages 7 and 8)
What curriculum would you use for R/LA at each grade level band?	STAAR MASTER® (See pages 7 and 8)
Would you be ready to start services by late August?	Yes
What platform or method of delivery is used for providing tutoring?	District's preference (Zoom or Teams)
What technological requirements are needed for EISD to be successful in implementation?	TBD
What types of reports and data do you provide?	See page 5
Are you equipped to service EL students?	Yes

High Impact Tutoring Program



Our Approach



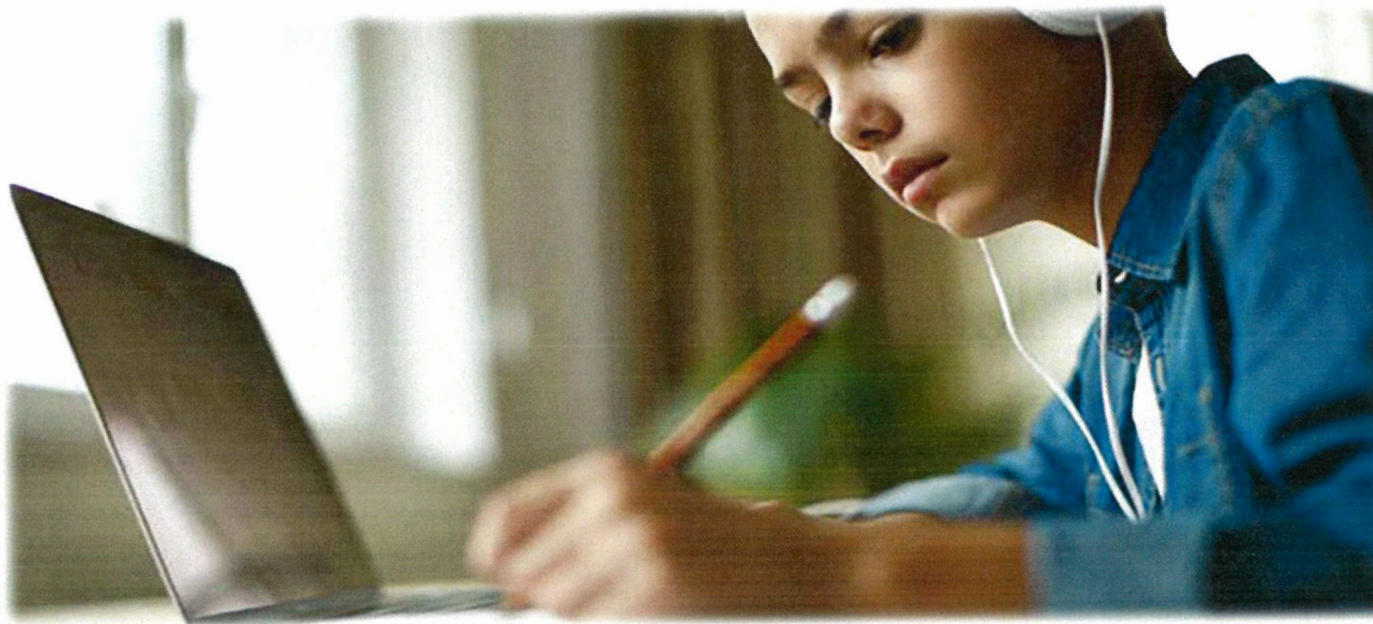
Our Tutors



Our Curriculum



Our Pricing

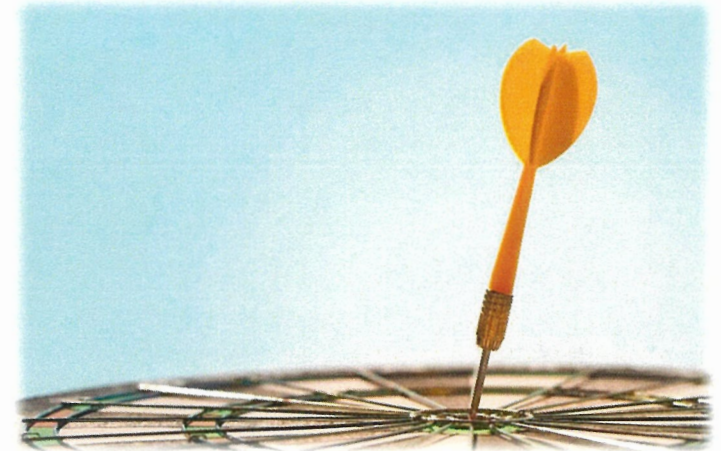




Our Approach

- **ECS prides itself on providing excellent customer service.**
 - Collaboration and customer support are the cornerstones in providing implementation scaffolds throughout the course of the program.
 - We will assign a project manager who will serve as a central point of contact and react appropriately to all concerns, issues raised, and requests.
 - The project manager will ensure the logistics of the program operate smoothly and that intended outcomes and goals are on track to being met.
 - ECS will work with campus administrators to ensure scheduling is conducive to optimal learning. ECS will take on all scheduling and attendance tracking.

High Impact Tutoring Program





Our Approach

- **ECS sees reporting as a cyclical approach that informs future strategy.**
 - For high-impact tutoring to be impactful, consistency is key. Attendance Reporting is critical and will be provided to the stakeholders on a schedule they prefer (daily, weekly, etc.).
 - We have comprehensive reporting and analytics that can report on a district, campus, class, group, or individual student.
 - Data sets can show progress and gaps by reporting categories and individual standards.
 - ECS will work with stakeholders to determine a sustained process of collecting, reflecting, and transferring data into actionable insights.

High Impact Tutoring Program

M 3.27	T 3.28	TH 3.30	M 4.3	T 4.4	TH 4.6	T 4.11	TH 4.13	M 4.17	T 4.18	TH 4.20	M 4.24	T 4.25	TH 4.27
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
M 3.27	T 3.28	TH 3.30	M 4.3	T 4.4	TH 4.6	T 4.11	TH 4.13	M 4.17	T 4.18	TH 4.20	M 4.24	T 4.25	TH 4.27
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
M 3.27	T 3.28	TH 3.30	M 4.3	T 4.4	TH 4.6	T 4.11	TH 4.13	M 4.17	T 4.18	TH 4.20	M 4.24	T 4.25	TH 4.27
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
M 3.27	T 3.28	TH 3.30	M 4.3	T 4.4	TH 4.6	T 4.11	TH 4.13	M 4.17	T 4.18	TH 4.20	M 4.24	T 4.25	TH 4.27
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
M 3.27	T 3.28	TH 3.30	M 4.3	T 4.4	TH 4.6	T 4.11	TH 4.13	M 4.17	T 4.18	TH 4.20	M 4.24	T 4.25	TH 4.27
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P

Learning Objective	Amy	Bill	Carla	Dan	Erin	Fran	Greg	Hank	Ian	Jill	Kelly
5.3A	50	100	100	50	100	50	100	100	50	100	100
5.3B	100	100	100	100	100	100	100	100	100	100	100
5.3C	100	100	100	50	100	100	100	100	100	100	100
5.3D	100	100	100	100	100	100	100	100	100	100	100
5.3E	50	100	100	50	100	50	100	100	50	100	100
5.3F	0	50	100	100	100	0	50	100	0	50	100
5.3G	100	100	100	50	100	100	100	100	100	100	100
5.3H	100	100	100	100	100	100	100	100	100	100	100
5.3I	50	50	100	50	100	50	50	100	50	50	100



Our Tutors

- **All our tutors are certified Texas educators.**
 - They are thoroughly vetted, and background checked.
 - Our tutors come from different backgrounds and campus experiences.
 - They are extremely familiar with the Texas Education Knowledge and Skills (TEKS), the STAAR assessment, and have experience in in-person instructional delivery as well as virtual delivery.
 - Our tutors complete our Tutor Training Program which was designed following the recommendations from TEA and the National Student Support Accelerator. The training program is purposeful, relevant, and supports tutors in accomplishing the goals of driving student growth.

High Impact Tutoring Program





Our Curriculum

- Our curricular focus and materials zero in on what students need to be successful and aim at instilling confidence.
 - Our pedagogical approach to learning and the need to transfer that learning to assessment mirrors what takes place in today's classrooms.
 - Our STAAR MASTER® product line for RLA and Math consists of several comprehensive work texts. The courseware carefully reflects the standards, level of difficulty, and test item specifications of the STAAR®. [See next page.]

High Impact Tutoring Program





Our Curriculum

High Impact Tutoring Program

	PURPOSE	BENEFITS	ITEM TYPES	FEATURES
 Student Practice Books <i>Print and Interactive</i> 	Repeated and targeted practice for mastery	Students become familiar with item types and format of the STAAR®	Multiple choice and new item types	Large volume of items Variety of contexts Organized by Reporting Category and standard (RLA is passage-based)
 Companion Work Texts <i>Print and Interactive</i>	Supplemental instruction and learning recovery	Students rebuild foundational knowledge	Open-ended	Can be self-directed Organized into lessons Address use of tools and manipulatives (Math)
 Quick Reviews <i>Print and Interactive Math Only</i>	Remediation on specific assessed learning standards	Support for multiple learning environments (classroom, home, tutoring, etc.)	Multiple choice	Daily and weekly exercises User-friendly layout Daily Lesson Plan provided Organized by Reporting Category
 Print Practice Tests	 Real-time evaluation using data mapping to plot student performance	Students build test-taking confidence and reduce test anxiety	Multiple choice and new item types	Include Forms A and B Reflect structure and content of STAAR® blueprints
 Interactive Practice Tests				Interactive Practice Tests mirror the online STAAR®



Our Pricing

High Impact Tutoring Program

- **Our pricing model is based on the following assumptions:**
 - Student materials are not included but can be added at a reduced rate
 - Tutoring for students would be three (3) times a week for 24 weeks (September – May)
 - Each session would be 30 minutes
 - Sessions would take place during the school day (approximately 6 sessions each day)

500 Students	1000 Students
TOTAL: \$513,000	TOTAL: \$828,000



501 Grant St, STE 1075
Pittsburgh, PA, 15219
(888) 851-7094
Send Payment to: PO Box 6001, Hermitage, PA 16148-1001

QUOTE NO: Q-37770

DATE: 8/1/2023
EXPIRES ON: 9/29/2023

CONTACT INFORMATION

Edgewood Ind School District
5358 W Commerce St
SAN ANTONIO, TX, 78237

Sandra Lomas
Accelerated Learning Coordinator
210-898-4150 ext. 1047
sandra.lomas@eisd.net

Debra Mayfield
Account Executive
dmayfield@carnegielearning.com

500 Students; 84 groups; 6 per group

ITEM	DESCRIPTION	TERM	UNITS	NET TOTAL
Virtual Tutoring - per hour Math (PL)	Virtual Tutoring, minimum 40 hours weekly		2,520	\$378,000.00
Virtual Tutoring - per hour Literacy (ELA) (PL)	Virtual Tutoring, minimum 40 hours weekly		2,520	\$378,000.00
500 Students; 84 groups; 6 per group TOTAL:				\$756,000.00

SUBTOTAL:	\$756,000.00
SHIPPING AND HANDLING:	\$0.00
STATE SALES TAX:	\$0.00
TOTAL:	\$756,000.00

HOUSE BILL 89 VERIFICATION

All fields must be completed

I, Hasan Ali,
[Person Name]

the undersigned representative of Air Tutors LLC
[Company or Business Name]

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age,
do

hereby depose and verify that the Company named above, under the provisions of Subtitle F,
Title 10, Texas Government Code Chapter 2270:

1. Does not boycott the country of Israel currently; and
2. Will not boycott the country of Israel during the term of the contract the above-named Company, business or individual with the Edgewood Independent School District.

Signature: 

Date: 08/15/2023

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Contract No. _____

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.**

Air Tutors LLC
Stockton, CA United States

Certificate Number:
2023-1060032

Date Filed:
08/15/2023

Date Acknowledged:

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

Edgewood 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.

Tutoring for HB4545
Online tutoring services

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 Hasan Ali, and my date of birth is 01/17/1987.

My address is 2830 Sebanstan Lane, Stockton, CA, 95212, USA.
(street) (city) (state) (zip code) (country)

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

Executed in San Joaquin County, State of California, on the 15th day of August, 20 23.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Edgewood Independent School District

Regular Board Meeting

Date: August 22, 2023

AGENDA SECTION: Consent

SUBJECT: Consideration and approval of the Brainfuse Online Tutoring Services Learning Agreement to provide small group online instructional services for Accelerated Instruction purposes to address the mandates of HB 4545 and HB 1416, not to exceed \$112,420.00

BOARD POLICY: CH (LOCAL)

BOARD/SUPERINTENDENT PRIORITY(S):
(Select all applicable priorities)

- ☒ Priority 1 – Focus on Student Success
- ☐ Priority 2 – Focus on Students, Families and Community
- ☐ Priority 3 – Focus on Operational Excellence
- ☐ Priority 4 – Focus on Employees & Organizational Improvement
- ☐ Priority 5 – Focus on Financial Stewardship

ACCOUNT CODE(S): 282-11-6299.00-818-24-000

PREPARED/PRESENTED BY: Dr. Roberto Basurto, Assistant Superintendent of Academic Services

Background Information

In June of 2021, the Texas Legislature enacted HB 4545 requiring Accelerated Learning for any student who did not meet approaches or better on their STAAR or EOC exam. This law mandates that students be provided instruction in addition to their regular coursework and that this instruction be provided in a small student to teacher ratio. In June 2023, the Legislature passed HB 1416 which revised some of the mandates covered under HB 4545 but still maintained the requirement for Accelerated Instruction for students not passing STAAR and EOC.

To meet a portion of this mandate, EISD is proposing contracting Brainfuse Online Tutoring Services. This company provides outside teachers to work online directly with students in reading and math. In selecting this provider, multiple companies from the state approved list of vendors were contacted for quotes, which were reviewed for availability of services, reporting potential, curriculum choice, ability to customize to meet District need, technology requirements, cost, and flexibility with scheduling and grouping. Due to the need for rigorous curriculum at the high school level and the longstanding experience in online tutoring that this company has, Brainfuse is being proposed to primarily serve our high school students.

Services with this vendor are targeted for students at Memorial and Kennedy High Schools but may be utilized at any campus throughout the year. The proposed quote will allow up to 154 students to be served for up to the required 30 hours or may be divided to serve more students a smaller portion of

Edgewood Independent School District

the required hours.

Texas Education Code §44.031(a) states all school district contracts for the purchase of goods and services valued at \$50,000 or more in the aggregate, for each 12-month period are to be made by the method that provides the best value to the district. Board Policy CH (LOCAL) states, “In determining the best value for the district, the district is not restricted to considering price alone but may consider any other factors stated in the selection criteria offered. And, in determining the best value for the district, the district is not restricted to considering price alone but may consider any other factors stated in the selection criteria.”

Administrative Consideration

Consideration and approval of the Brainfuse Online Tutoring Services Agreement to provide small group online instructional services for Accelerated Instruction purposes to address the mandates of HB 4545 and HB 1416, not to exceed \$112,420.00

Communication Deployment

Board Workshop, Board Updates, Board Briefings, Board Minutes

Suggested Motion

The Board approves of the Brainfuse Online Tutoring Services Agreement to provide small group online instructional services for Accelerated Instruction purposes to address the mandates of HB 4545 and HB 1416, not to exceed \$112,420.00

Respectfully submitted,
Dr. Eduardo Hernandez, Superintendent of Schools

BRAINFUSE COST PROPOSAL – Edgewood ISD

BOOST HDT HIGH DOSAGE TUTORING 154 Students

SESSION PRICING FOR STRUCTURED HIGH DOSAGE ONLINE TUTORING SERVICES

English1, English2, Algebra 1

	Total Hours	Price Per Session	Price Per Student	Total Cost 154 Students
Small Group (up to 7) Boost HDT 30 - 35 minute sessions	30	\$13.50	\$730	\$112,420
All other services and content described in proposal not involving interaction with a tutor		\$0 No Charge	\$0 No Charge	\$0 No Charge

PLEASE NOTE THE FOLLOWING REGARDING OUR PRICING:

- There are **no** additional fees associated with Brainfuse services.
- Brainfuse charges rates which are **all-inclusive** (includes taxes and any other associative costs).
- All upcoming services, upgrades and enhancements will be included **at no** charge.
- Brainfuse only charges for interactions involving a tutor. All other content and services described in our proposal are provided at **no** extra charge.
- Unused hours or sessions **do not** expire, and they can be rolled-over to the subsequent academic year at **no** extra charge. Also, we **do not** charge for missed sessions.
- Other pricing options and service combinations are available upon request.

*Prices are subject to change

EDGEWOOD ISD - VENDOR THREE QUOTE FORM

Quotes for Req. #: _____

Date: 8/15/2023

Submitted By: Rosemary Gutierrez

			VENDOR #1		VENDOR #2		VENDOR #3	
Company Name			BRAINFUSE		ECS STAAR MASTER		CARNEGIE LEARNING	
Contact Person			PORTIA NAZE		CINNAMON PESCHEL		DEBRA MAYFIELD	
Phone Number			866.272.4638		832.266.9123		210.473.0590	
Date of Quote					July 31, 2023		August 1, 2023	
Other Information			pnaze@brainfuse.com		cpeschel@ecslearn.com		dmayfield@carnegielearning.com	
Description	Qty	Unit Measure	Unit Price	Total	Unit Price	Total	Unit Price	Total
SEE ATTACHED -			-			-		-
PROPOSALS			-	-	-	-	-	-
			-	-	-	-	-	-
AIR TUTORS			-	\$112,420	-	-	-	-
			-	-	-	-	-	-
ECS STAAR MASTER			-	-		\$513,000	-	-
			-	-	-	-	-	-
CARNEGIE LEARNING			-	-	-		-	\$756,000
			-	-	-	-	-	-
			-	-	-	-	-	-
Delivery Fees			-		-		-	
Expedite Fees			-		-		-	
Set-Up Fees			-		-		-	
Other Fees			-		-		-	
GRAND TOTAL			-	\$112,420	-	\$513,000.00	-	\$ 756,000.00

Comments:

WE WILL BE GOING WITH BRAINFUSE SINCE THEY ARE FLEXIBLE WITH SCHEDULING AND GROUPING.

BRAINFUSE COST PROPOSAL – Edgewood ISD

BOOST HDT HIGH DOSAGE TUTORING 154 Students

SESSION PRICING FOR STRUCTURED HIGH DOSAGE ONLINE TUTORING SERVICES

English1, English2, Algebra 1

	Total Hours	Price Per Session	Price Per Student	Total Cost 154 Students
Small Group (up to 7) Boost HDT 30 - 35 minute sessions	30	\$13.50	\$730	\$112,420
All other services and content described in proposal not involving interaction with a tutor		\$0 No Charge	\$0 No Charge	\$0 No Charge

PLEASE NOTE THE FOLLOWING REGARDING OUR PRICING:

- There are **no** additional fees associated with Brainfuse services.
- Brainfuse charges rates which are **all-inclusive** (includes taxes and any other associative costs).
- All upcoming services, upgrades and enhancements will be included **at no** charge.
- Brainfuse only charges for interactions involving a tutor. All other content and services described in our proposal are provided at **no** extra charge.
- Unused hours or sessions **do not** expire, and they can be rolled-over to the subsequent academic year at **no** extra charge. Also, we **do not** charge for missed sessions.
- Other pricing options and service combinations are available upon request.

*Prices are subject to change

High Impact Tutoring Program

Edgewood ISD



Cinnamon Peschel
Education Consultant
Cell: 832-266-9123
cpeschel@ecslearn.com



High Impact Tutoring Program

First Things First...

Your Question	Our Answer
Would you be equipped to provide services to 500-1000 students 2-3 times weekly?	Yes
Would you be equipped to service multiple groups around the lunchtime hours for our middle school flextime?	Yes
What curriculum would you use for Math at each grade level band?	STAAR MASTER® (See pages 7 and 8)
What curriculum would you use for R/LA at each grade level band?	STAAR MASTER® (See pages 7 and 8)
Would you be ready to start services by late August?	Yes
What platform or method of delivery is used for providing tutoring?	District's preference (Zoom or Teams)
What technological requirements are needed for EISD to be successful in implementation?	TBD
What types of reports and data do you provide?	See page 5
Are you equipped to service EL students?	Yes

High Impact Tutoring Program



Our Approach



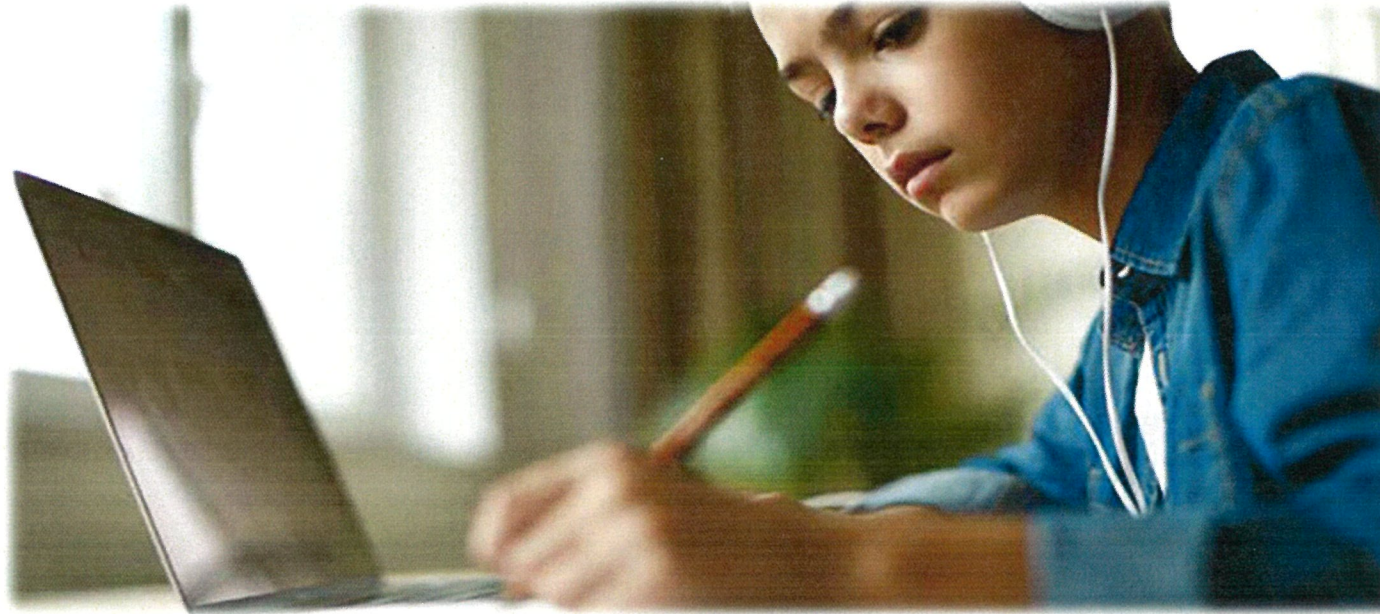
Our Tutors



Our Curriculum



Our Pricing

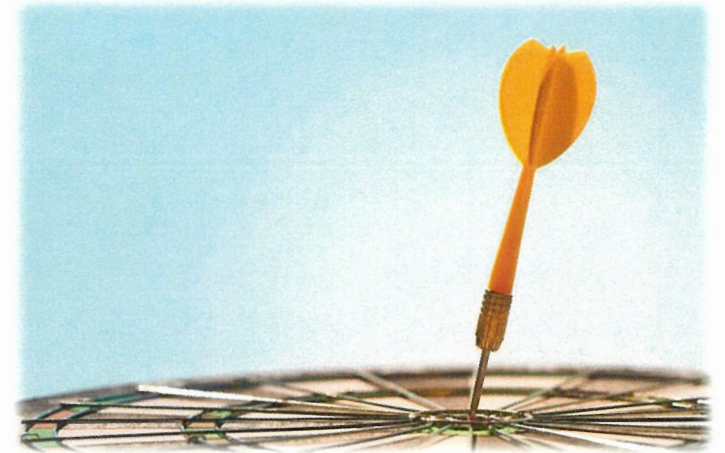




Our Approach

- **ECS prides itself on providing excellent customer service.**
 - Collaboration and customer support are the cornerstones in providing implementation scaffolds throughout the course of the program.
 - We will assign a project manager who will serve as a central point of contact and react appropriately to all concerns, issues raised, and requests.
 - The project manager will ensure the logistics of the program operate smoothly and that intended outcomes and goals are on track to being met.
 - ECS will work with campus administrators to ensure scheduling is conducive to optimal learning. ECS will take on all scheduling and attendance tracking.

High Impact Tutoring Program





Our Approach

- **ECS sees reporting as a cyclical approach that informs future strategy.**
 - For high-impact tutoring to be impactful, consistency is key. Attendance Reporting is critical and will be provided to the stakeholders on a schedule they prefer (daily, weekly, etc.).
 - We have comprehensive reporting and analytics that can report on a district, campus, class, group, or individual student.
 - Data sets can show progress and gaps by reporting categories and individual standards.
 - ECS will work with stakeholders to determine a sustained process of collecting, reflecting, and transferring data into actionable insights.

High Impact Tutoring Program

M 3.27	T 3.28	TH 3.30	M 4.3	T 4.4	TH 4.6	T 4.11	TH 4.13	M 4.17	T 4.18	TH 4.20	M 4.24	T 4.25	TH 4.2
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
M 3.27	T 3.28	TH 3.30	M 4.3	T 4.4	TH 4.6	T 4.11	TH 4.13	M 4.17	T 4.18	TH 4.20	M 4.24	T 4.25	TH 4.2
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
M 3.27	T 3.28	TH 3.30	M 4.3	T 4.4	TH 4.6	T 4.11	TH 4.13	M 4.17	T 4.18	TH 4.20	M 4.24	T 4.25	TH 4.2
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
M 3.27	T 3.28	TH 3.30	M 4.3	T 4.4	TH 4.6	T 4.11	TH 4.13	M 4.17	T 4.18	TH 4.20	M 4.24	T 4.25	TH 4.2
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
M 3.27	T 3.28	TH 3.30	M 4.3	T 4.4	TH 4.6	T 4.11	TH 4.13	M 4.17	T 4.18	TH 4.20	M 4.24	T 4.25	TH 4.2
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P	P	P	P

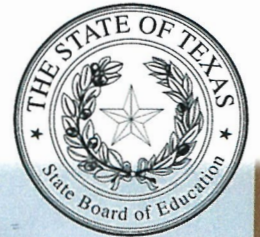
Learning Objective	Amy	Bill	Carla	Dan	Erin	Fran	Greg	Hank	Ian	Jill	Kelly
5.3A	50	100	100	50	100	50	100	100	50	100	100
5.3B	100	100	100	100	100	100	100	100	100	100	100
5.3C	100	100	100	50	100	100	100	100	100	100	100
5.3D	100	100	100	100	100	100	100	100	100	100	100
5.3E	50	100	100	50	100	50	100	100	50	100	100
5.3F	0	50	100	100	100	0	50	100	0	50	100
5.3G	100	100	100	50	100	100	100	100	100	100	100
5.3H	100	100	100	100	100	100	100	100	100	100	100
5.3I	50	50	100	50	100	50	50	100	50	50	100



Our Tutors

- **All our tutors are certified Texas educators.**
 - They are thoroughly vetted, and background checked.
 - Our tutors come from different backgrounds and campus experiences.
 - They are extremely familiar with the Texas Education Knowledge and Skills (TEKS), the STAAR assessment, and have experience in in-person instructional delivery as well as virtual delivery.
 - Our tutors complete our Tutor Training Program which was designed following the recommendations from TEA and the National Student Support Accelerator. The training program is purposeful, relevant, and supports tutors in accomplishing the goals of driving student growth.

High Impact Tutoring Program





Our Curriculum

- Our curricular focus and materials zero in on what students need to be successful and aim at instilling confidence.
 - Our pedagogical approach to learning and the need to transfer that learning to assessment mirrors what takes place in today's classrooms.
 - Our STAAR MASTER® product line for RLA and Math consists of several comprehensive work texts. The courseware carefully reflects the standards, level of difficulty, and test item specifications of the STAAR®. [See next page.]

High Impact Tutoring Program





Our Curriculum

High Impact Tutoring Program

	PURPOSE	BENEFITS	ITEM TYPES	FEATURES
 Student Practice Books <i>Print and Interactive</i> 	Repeated and targeted practice for mastery	Students become familiar with item types and format of the STAAR®	Multiple choice and new item types	Large volume of items Variety of contexts Organized by Reporting Category and standard (RLA is passage-based)
 Companion Work Texts <i>Print and Interactive</i>	Supplemental instruction and learning recovery	Students rebuild foundational knowledge	Open-ended	Can be self-directed Organized into lessons Address use of tools and manipulatives (Math)
 Quick Reviews <i>Print and Interactive Math Only</i>	Remediation on specific assessed learning standards	Support for multiple learning environments (classroom, home, tutoring, etc.)	Multiple choice	Daily and weekly exercises User-friendly layout Daily Lesson Plan provided Organized by Reporting Category
 Print Practice Tests  Interactive Practice Tests 	Real-time evaluation using data mapping to plot student performance	Students build test-taking confidence and reduce test anxiety	Multiple choice and new item types	Include Forms A and B Reflect structure and content of STAAR® blueprints Interactive Practice Tests mirror the online STAAR®



Our Pricing

High Impact Tutoring Program

- **Our pricing model is based on the following assumptions:**
 - Student materials are not included but can be added at a reduced rate
 - Tutoring for students would be three (3) times a week for 24 weeks (September – May)
 - Each session would be 30 minutes
 - Sessions would take place during the school day (approximately 6 sessions each day)

500 Students	1000 Students
TOTAL: \$513,000	TOTAL: \$828,000



501 Grant St, STE 1075
Pittsburgh, PA, 15219
(888) 851-7094
Send Payment to: PO Box 6001, Hermitage, PA 16148-1001

QUOTE NO: Q-37770

DATE: 8/1/2023
EXPIRES ON: 9/29/2023

CONTACT INFORMATION

Edgewood Ind School District
5358 W Commerce St
SAN ANTONIO, TX, 78237

Sandra Lomas
Accelerated Learning Coordinator
210-898-4150 ext. 1047
sandra.lomas@eisd.net

Debra Mayfield
Account Executive
dmayfield@carnegielearning.com

500 Students; 84 groups; 6 per group

ITEM	DESCRIPTION	TERM	UNITS	NET TOTAL
Virtual Tutoring - per hour Math (PL)	Virtual Tutoring, minimum 40 hours weekly		2,520	\$378,000.00
Virtual Tutoring - per hour Literacy (ELA) (PL)	Virtual Tutoring, minimum 40 hours weekly		2,520	\$378,000.00
500 Students; 84 groups; 6 per group TOTAL:				\$756,000.00

SUBTOTAL:	\$756,000.00
SHIPPING AND HANDLING:	\$0.00
STATE SALES TAX:	\$0.00
TOTAL:	\$756,000.00

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.

Brainfuse
New York, NY United States

Certificate Number:
2023-1060022

Date Filed:
08/15/2023

Date Acknowledged:

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

Edgewood 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.

TBD
Online tutoring and virtual academic assistance.

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 Troy Weiman, and my date of birth is 7/6/1974.

My address is 271 Madison Ave., New York, NY, 10016, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Pima County, State of Arizona, on the 15th day of August, 2023.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

HOUSE BILL 89 VERIFICATION

All fields must be completed

I, Troy Weiman,
[Person Name]

the undersigned representative of Brainfuse
[Company or Business Name]

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age,
do

hereby depose and verify that the Company named above, under the provisions of Subtitle F,
Title 10, Texas Government Code Chapter 2270:

1. Does not boycott the country of Israel currently; and
2. Will not boycott the country of Israel during the term of the contract the above-named Company, business or individual with the Edgewood Independent School District.

Signature: 

Date: 8/15/2023

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Contract No. _____

Edgewood Independent School District

Regular Board Meeting

Date: August 22, 2023

AGENDA SECTION: Consent

SUBJECT: Consideration and approval of additional 2023-2024 Texas Teachers Evaluation and Support System (T-TESS) Appraisers.

BOARD POLICY: DNA (Legal) & DNA (Local)

BOARD/SUPERINTENDENT
PRIORITY:
(Select all applicable priorities)

- ☐ Priority 1 – Focus on Student Success
- ☐ Priority 2 – Focus on Students, Families and Community
- ☐ Priority 3 – Focus on Operational Excellence
- ☒ Priority 4 – Focus on Employees & Organizational Improvement
- ☐ Priority 5 – Focus on Financial Stewardship

ACCOUNT CODE(S): None

PREPARED/PRESENTED BY: Dr. Kimberly Madkins, Assistant Superintendent, School Leadership

Background Information

All Edgewood ISD teachers are appraised annually under the Texas Teacher Evaluation & Support System (T-TESS). Each year a list of certified appraisers is submitted for Board approval. The appraiser list consists of Principals, Vice-Principals, Assistant Principals and central office staff. Appraisers may serve as the primary appraiser or a second appraiser when one is requested. All administrators must complete training and certification to become T-TESS appraisers. Additional T-TESS appraisers have been added since the July 25 Board meeting.

Administrative Consideration

Board approves the additional 2023-2024 Texas Teacher Evaluation and Support System (T-TESS) appraisers.

Communication Deployment

Board Updates, Board Briefings, Board Minutes

Suggested Motion

The Board approves of additional 2023-2024 Texas Teacher Evaluation and Support System Appraisers.

Respectfully submitted,
Dr. Eduardo Hernandez, Superintendent of Schools

EDGEWOOD INDEPENDENT SCHOOL DISTRICT
LIST OF 2023-2024 T-TESS Campus and District Appraisers
(Approval of the following is contingent upon who has completed training and
T-TESS online certification)

Name	Assignment	Campus / Dept.
Acosta, Raquel	Coordinator	Academic Services
Arriola, Philip	Assistant Principal	Stafford Elementary
Barrios, Claudia	Principal	Loma Park Elementary
Basurto, Robert	Assistant Superintendent	Academic Services
Bazaldua, Chriselda	Chief	CTE/CCMR/ Information Systems
Benavides, Kamara	Assistant Principal	Cisneros Leadership School
Benavidez, Lilly	Assistant Principal	Stafford/Cardenas ECC
Benavidez, Sylvia	Coordinator	Burleson School
Borjas, Laura	Assistant Principal	Gus Garcia University School
Butler, Shelly	Senior Director	Office of School Leadership
Canales, Itzamara	Principal	HB Gonzalez Elementary
Cano, Juan	Assistant Principal	Brentwood STEAM
Cantu, Ana	Principal	Winston Elementary
Cantu, Sandra	Principal	District Alternative Education Program
Carreon, Jessica	Assistant Principal	Loma Park Elementary
Castilleja, Sandra	Coordinator	Academic Services
Coleman, Jermaine	Vice Principal	Kennedy High School
Duran, Mario	Principal	Cisneros Leadership School
DeMiero, Michelle	Assistant Principal	Perales Elementary
Elizondo, Miguel	Principal	Memorial High School
Esquivel, Martha	Principal	Roosevelt Elementary
Flores, Tanya	Assistant Principal	Memorial High School
Garcia, Gloria	Assistant Principal	Memorial High School
Garcia, Joel	Principal	Wrenn Middle School
Garcia, Jorge	Director	Guidance and Counseling
Garcia, Tina	Principal	Cardenas ECC
Gilmore-Madkins, Kimberly	Assistant Superintendent	Office of School Leadership
Hammond, Sara	Assistant Principal	Stafford Elementary
Hernandez, Hugo	Coordinator	Multilingual Services
Hernandez, Sandra	Coordinator	Multilingual Services
Hinojosa, Jose	Senior Director	Educational Operations
Huizar, Sarah	Assistant Principal	LB Johnson Elementary
Husband, Jessica	Principal	Gus Garcia University School
Juarez, Reynaldo	Assistant Principal	Fine Arts Academy
Laboy, Charlie	Assistant Principal	Wrenn Middle School
Lopez, Melanie	Assistant Principal	HB Gonzales Elementary
Machado, Larry	Assistant Principal	Perales Elementary
Machado, Melissa	Principal	Stafford Elementary

Madkins, Cameron	Coordinator	Student Support Services
McKelvain, Travis	Chief of Schools	School Leadership
Martinez, Graciela	Principal	Fine Arts Academy
Martinez, Miriam	Assistant Principal	Roosevelt Elementary
Medrano, Jorge	Principal	Perales Elementary
Miller-Baker, Mary	Senior Director	Early Childhood
Montalvo, Joe	Coordinator	Special Education
Munoz, Monica	Principal	Las Palmas Leadership School for Girls
Orupabo, Boma	Assistant Principal	Brentwood STEAM
Orzabal, Sylvia	Assistant Principal	Las Palmas Leadership School for Girls
Perez, Marissa	Coordinator	Academic Services
Pfeiffer, Brian	Assistant Principal	Gus Garcia University School
Pina, Daniel	Director	Transportation
Presley, Rosalynn	Assistant Principal	Kennedy High School
Priestley, Shamia	Principal	LB Johnson Elementary
Ramirez, Francisco	Principal	Kennedy High School
Rodriguez, Joseph	Senior Director	Multilingual Services & Advanced Academics
Rose, Dawn	Assistant Principal	Gardendale Early Learning
Salazar, Wendy	Coordinator	Curriculum & Instruction
Saldana, Lindsey	Assistant Principal	Loma Park Elementary
Salinas, Theresa	Chief of Innovation	Academic Services
Sanchez, Claudia	Principal	Brentwood STEAM
Silva, Teresa	Director	Teaching and Learning
Simpson, Susan	Assistant Principal	Brentwood STEAM
Smith, Bobbie	Assistant Principal	Wrenn Middle School
Solis, Rosa	Assistant Principal	Winston Elementary
Stewart, Sara	Vice Principal	Memorial High School
Street, Jim	Coordinator	Assessment & Accountability
Trevino, Cynthia	Chief of Human Resources	Human Resources/Student Support Services
Trevino, Michael	Coordinator	Instructional Technology
Tullbane, Tracy	Principal	Stafford ECC
Uribe, Javier	Coordinator	Innovation
Vogt, Rhapsody	Assistant Principal	Kennedy High School
Wallace, Patricia	Assistant Principal	Wrenn Middle School
Willmann, Kristin	Principal	Learn 4 Life

Edgewood Independent School District

Regular Board Meeting

Date: August 22, 2023

AGENDA SECTION: Consent

SUBJECT: Consideration and approval of the 2023-2028 District Strategic Plan.

BOARD POLICY: BAA (LEGAL) AE (LOCAL)

SUPERINTENDENT PRIORITY(S):
(Select all applicable priorities)

- ☒ Priority 1 – Focus on Student Success
- ☒ Priority 2 – Focus on Students, Families and Community
- ☒ Priority 3 – Focus on Operational Excellence
- ☒ Priority 4 – Focus on Employees & Organizational Improvement
- ☒ Priority 5 – Focus on Financial Stewardship

ACCOUNT CODE(S): N/A

PREPARED/PRESENTED BY: Theresa Salinas, Chief Innovation Officer

Background Information

The board will hear a presentation on the District Strategic Plan and recommendation to include an operational goal focused on organizational effectiveness. During the 2022-2023 school year the Innovation Team worked with Diversa, the district's Texas Education Agency's Executive Advisor for the System of Great Schools to draft the District Strategic Plan. The first draft of the District Strategic Plan was created through an analysis of the Edgewood District Improvement Plan and district initiatives. The first draft of the District Strategic Plan was published for the first phase of feedback on July 17, 2023, with the District Leadership team, comprised of over 130 employees who engaged in providing feedback on the first draft of the District Strategic Plan and proposed Goal 6. Recommended revisions and feedback were incorporated into the current draft of the District Strategic Plan. The district will publish the District Strategic Plan for staff and community input during the week of August 7, 2023. The District Strategic Plan is a living document that district leaders monitor, measure, evaluate and report findings to the Edgewood ISD Board of Trustees.

Administrative Considerations

Approval of the 2023-2028 District Strategic Plan, which includes Edgewood ISD Goal 6. Community and staff input will be collected and assessed. The District Strategic Plan is a living document.

Recommendation

Approval of the 2023-2028 District Strategic Plan.

Edgewood ISD provides an exceptional learning experience that engages, empowers, and prepares students to compete and reach their highest potential in an ever-changing world.

Edgewood Independent School District

Communication Deployment

Board minutes, board update, and district website.

Suggested Motion

The Board approves the 2023-2028 District Strategic Plan.

Respectfully submitted,
Dr. Eduardo Hernandez, Superintendent

EDGEWOOD ISD 2023-2028 DISTRICT STRATEGIC PLAN

August 8, 2023



Edgewood ISD Strategic Plan

2023-2024 Edgewood ISD Board of Trustees

Dr. Eduardo Hernandez
Superintendent of Schools

Martha Castilla, Board President
Dr. James Hernandez, Board Vice President
Joseph M. Guerra, Board Secretary
Luis Gomez, Board Member

Frank Espinosa, Board Member
Richard Santoyo, Board Member
Michael Valdez, Board Member

2023-2024 Edgewood ISD Senior Leadership Team

Philip Chavez
Deputy Superintendent

Myrna Martinez
Assistant Superintendent of Business Operations

Dr. Kimberly Gilmore-Madkins
Assistant Superintendent of School Leadership

Roberto Basurto
Assistant Superintendent of Academic Services

Elvis Williams
Assistant Superintendent of Operations

Theresa Salinas
Chief Innovation Officer

Cynthia Trevino
Chief of Human Resources

Travis McKelvain
Chief of Schools

Vacant
Chief Financial Officer

Todd Gratehouse
Chief Technology Officer

Chriselda Bazaldua
Chief of CCMR/Information Systems

Olga Moucoulis
Chief of Staff and Communications

Jesse Quiroga
Chief of Police

Edgewood ISD Strategic Plan

EXECUTIVE SUMMARY

In 2018-2019, the Edgewood Independent School District embarked on a comprehensive process with the Texas Education Agency to become a part of the [System of Great Schools](#) Network. As part of the System of Great Schools the district committed to engaging in a district-level problem solving approach that executive level leaders use to understand school performance and the needs of the community to [create high-quality, best-fit](#) schools that students and families want and need within their community.

The SGS Strategy includes four levers that enable the district to create the conditions for success:

- Lever 1: Analyze school performance by setting the right goals and engaging [in a data-driven school review process \(Annual Portfolio Process\)](#): District leaders evaluate campus performance on a variety of measures, including academic and demographic data, long-term trends, and community input. Districts use this data to determine what schools' families want and need.
- Lever 2: Expand great options by implementing the right strategy and taking bold action: District leaders establish a governance-neutral approach to expanding great education options by building a pipeline of talented campus operators, authorizing great schools, and executing at least one School Action each year.
- Lever 3: Improve access to options by empowering parents: District leaders establish enrollment policies and practices that provide students access to all the district's school options. Leaders provide school choice information that helps parents understand their options.
- Lever 4: Create new organizational structures by aligning people, time, finances, policies, and practices: District leaders commit to the work of innovation in our schools and empower school level leaders to design and launch best fit schools.



Edgewood ISD is committed to offering choice schools that allow families, students, and staff to choose a school that matches their personal interests and learning needs. In 2019 Edgewood ISD launched the first innovative school model and since then has expanded school choice in eleven of our schools. Our choice schools are offered in several of our five innovation zones.

Edgewood ISD Strategic Plan

The [District](#) Senior Leadership Team used the SGS Levers to develop a comprehensive approach and process for the co-creation and local ownership of the District Strategic Plan.

The district strategic planning process was launched in two phases:

- Phase I: 2021-2022 Garnering Feedback
- Phase II: 2022-2023 Goal Setting and the Co-Creation of the first draft of the District Strategic Plan
- [Phase III: 2023-2024 District Strategic Plan Feedback](#)

Strategic Planning Process Phase I: Garnering Feedback

During the 2021 school year the Edgewood ISD Board of Trustees and [District](#) Senior Leadership Team in partnership with TNTP ([formerly known as The New Teacher Project](#)) a partner for change in public education with a track record of success, launched a comprehensive effort to engage the community and multiple stakeholders in authentic conversations focused on improving student outcomes, building trust, and identifying areas of opportunity for promoting positive change.

During the initial phase of this work, the following methods were used to gather feedback:

- Focus groups with families and community members.
- Community survey.
- 1-on-1 listening sessions with Board Members and Central Office Staff.
- Surveys of teachers, [campus staff](#), and [campus administrators](#).

The data findings and insights from our listening and learning sessions led to the development of five key areas “Five Big Bets” [that the district could focus on to address the identified needs](#).

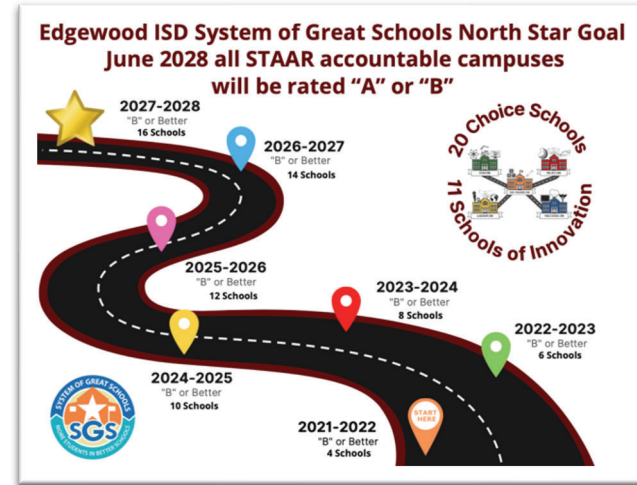
1. Improve the academic experience.
2. Increase two-way communication with families and staff.
3. Create a more inclusive environment for students, community members, and staff.
4. Develop a comprehensive talent strategy [for retaining and recruiting staff](#).
5. Codify processes and develop data systems.

The development of these [five key areas of focus](#) led the [District Senior Leadership Team to work with departments](#) to evaluate and align the processes and practices to start, stop, continue, and scale up [to address the Five Big Bets](#). Through this process the [District](#) Senior Leadership Team and [Edgewood](#) ISD Board of Trustees identified the need to align all the system goals, priorities, [and Five Big Bets](#).

Edgewood ISD Strategic Plan

Before launching into the work of Phase II of the Strategic Plan the [District](#) Senior Leadership Team redesigned the [Edgewood ISD Road Map](#) and developed the System of Great Schools North Star Goal.

System Alignment of Goals and Priorities



Edgewood ISD System of Great Schools North Star Goal by June 2028 all STAAR accountable campuses will be rated “A” or “B”

Phase II: Goal Setting and Co-Creation of the District Strategic Plan

The Edgewood ISD Board of Trustees engaged in a brainstorming session on July 27, 2022 with Diversa, the district’s Texas Education Agency’s Executive Advisor for the System of Great Schools to [develop two](#) Local Goals.

- Edgewood ISD Local Goal 1: Edgewood ISD will improve its two-way communication and parent engagement as indicated by improving its net promoter score from a negative net promoter score to a positive net promoter score by June 2028 (Baseline net promoter measure May 2022).
- Edgewood ISD Local Goal 2: Edgewood ISD will improve student life readiness skills for students in grades 6-12 by increasing our satisfactory rate from 0% in September 2022 to 85% by May 2028 as indicated in the College, Career, and Life Readiness Framework Six Competencies (Baseline [Naviance](#) student life readiness skills measure September 2022).

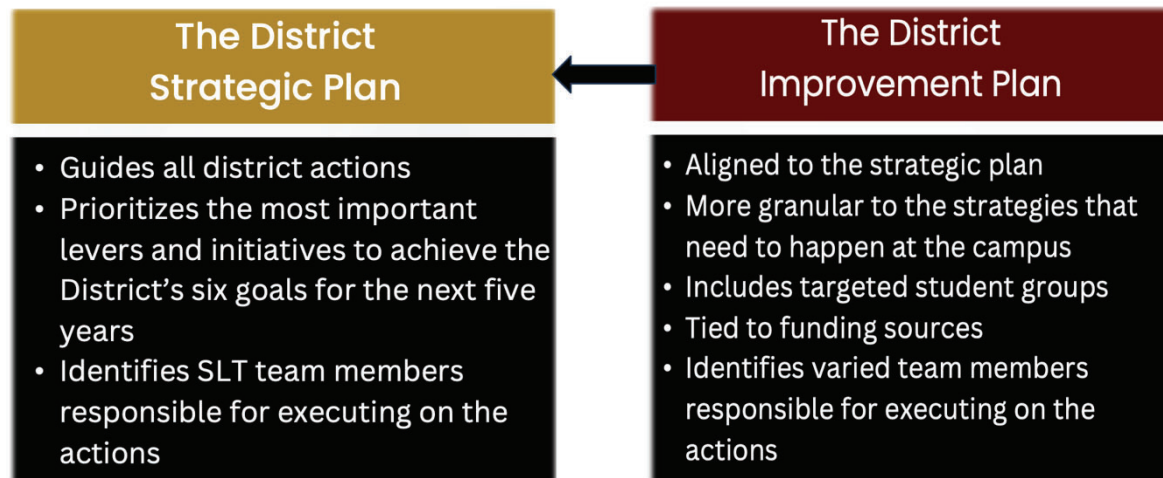


Edgewood ISD Strategic Plan

The [Edgewood](#) Board of Trustees approved the required five-year revision of our Lone Star Governance HB 3 Goals and our two new Local Goals on August 23, 2022.

Upon approval of the new Board Superintendent Goals, [the District Innovation Team worked with Diversa, the district's Texas Education Agency's Executive Advisor for the System of Great Schools to draft the District Strategic Plan. The first draft of the District Strategic Plan was created through an analysis of the Edgewood District Improvement Plan and district initiatives.](#)

THE DISTRICT IMPROVEMENT PLAN AND STRATEGIC PLAN



Edgewood ISD Strategic Plan

Additionally, the Superintendent and [Board of Trustees](#) wanted to ensure there was an intentional focus on the operational excellence of Edgewood ISD in alignment with the Superintendent's annual evaluation. Local Goal 3 will communicate to the district and broader community a commitment to financial stewardship and organizational accountability and efficiency, while recognizing the important role the non-Academic departments within [Edgewood](#) play in supporting the district's implementation of the Lone Star Governance Goals and Local Goals 1 and 2. The District Senior Leadership Team proposed that the Edgewood ISD School Board consider the addition of the following goal.

- Edgewood ISD Local Goal 3: Edgewood ISD will develop an “Effective Organization Framework” to communicate organizational accountability internally and externally, and on an annual basis (beginning in 2023-2024), will meet or exceed expectations (3 or above on a five point-scale) on the following individual domains and collectively across the three: (1) Operational Excellence, (2) Employee and Organizational Improvement, and (3) Financial Stewardship.

[Strategic Planning Process Phase III: District Strategic Plan Feedback](#)

[The first draft of the District Strategic Plan was published for the first phase of feedback on July 17, 2023 with the District Leadership team. The District Leadership Team is comprised of the District Senior Leadership Team, Campus Administrators, Directors, and Coordinators from across the district. Over 130 employees engaged in providing feedback on the first draft of the District Strategic Plan which included feedback on the Edgewood ISD proposed Local Goal 3.](#)

[Recommended revisions and feedback were incorporated into the second draft of the District Strategic Plan. The district published the second draft of the District Strategic Plan for staff and community feedback during the week of August 7, 2023.](#)

The District Strategic Plan is intended to be a living document that provides a laser focus on [tactics and initiatives](#) that district leaders will monitor, measure, evaluate and report findings on to the [Edgewood](#) Board of Trustees. Progress on the strategic actions will be evaluated each quarter to determine areas of opportunities and refinement.

Edgewood ISD Strategic Plan

Edgewood ISD established a Strategic Planning Advisory Committee to provide oversight, guidance, and direction on the district wide implementation of the District Strategic Plan. This advisory committee will serve to ensure that the identified Senior Leadership Team Owner(s) in the District Strategic Plan are making progress on the identified performance indicators.

The Strategic Planning Committee School Board Trustee serves to ensure that community voice, results, and transparency remain a cornerstone of the continuous improvement cycle.

Members

Phillip Chavez
Deputy
Superintendent

Dr. James Hernandez
Board Vice President

Theresa Salinas
Chief Innovation
Officer

Meeting Dates:
Beginning of the Year: October
Middle of the Year: March
End of the Year: June

EDGEWOOD
INDEPENDENT SCHOOLS • DISTRICT
San Antonio
PROFESSIONALISM • ACCOUNTABILITY • COMMUNICATION



System of Great Schools North Star Goal ★

The number of STAAR accountable campuses rated "A" or "B" will increase from 4 campuses in 2022 to 16 campuses by June 2028 (Baseline measure in June 2022).

Goal 1



The percentage of students in 3rd grade who score at "meets" or above on STAAR Reading will increase from 26 percent to 60 percent by June 2027 (Baseline Grade 3 STAAR Reading measure June 2022).

Goal 2



The percentage of students in 3rd grade who score at "meets" or above on STAAR Mathematics will increase from 20 percent to 50 percent by June 2027 (Baseline Grade 3 STAAR Mathematics measure June 2022).

Goal 3



The College and Career Readiness raw score (% of graduates who met the CCR standard) will increase from 43 percent to 85 percent by June 2027 (Baseline CCMR measure June 2022).

Goal 4



Improve two-way communication and parent engagement as indicated by improving its net promoter score from negative net promoter score to a positive net promoter score by 2028 (Baseline net promoter score measure May 2022).

Goal 5



Improve student life readiness skills for students in grades 6-12 by increasing our satisfactory rate from 0% in September 2022 to 85% by May 2028 as indicated in the College, Career, and Life Readiness Framework Six Competencies.

Goal 6



Develop an "Effective Organization Framework" to communicate organizational accountability internally and externally and on an annual basis (Baseline 2023-2024), will meet or exceed expectations (3 or above on a five point-scale) on the following individual domains and collectively across the three: (1) Operational Excellence (2) Employee and Organizational Improvement (3) Financial Stewardship.

STRATEGIC PLANNING COMMITTEE MEMBERS

A special thank you to all the families, community members, partners, Edgewood ISD staff and students who contributed their thoughts, ideas, time, and talent to the development of the District Strategic Plan.



Our Partners

Emily Pierson, TNT
Marni Bomberg, TNT
David Nungaray, TNT
Emily Gordon, TNT
Kevin Haynes, TNT
Duncan Klausmann, Divesa
Matthew Frank, Diversa



Garrett Landry, Steady State Impact Strategies

Our Edgewood ISD community members, parents, and staff

Virgina Mata
Patricia Mendoza
Jason Martinez
David Abundis
Jorge Garcia
Tracy Tullbane
Sonia Hernandez
Ludivina Hernandez
Melody Herrera
Ariana Patino
Lucy Klebahn
Norma Haro
Mercy Rui

April Salazar
Sonia Hernandez
Priscilla Delgado
Amanda Puga
Karina Alvarez
Jose Hinojosa
Amanda Romero
Debra Thames
Gloria Galvez
Theresa Fisher
Laura Alvarez
Michelle Charles
Loretta Herrera

Diana Vargas
Desiree Rios
Veronica Salas
Marissa Cisneros Perez
Debra Thames
Joseph Rodriguez
Bianca Hernandez
Delilah Trevino
Maria Ramos
Lora Sweatt
Jessica Guajardo
Samantha Grubbs
Roland Casillas

Kristin D. Willmann
Javier Uribe
Jason Martinez
Tina Egelston
Mark Estrada
Victoria Casanova
Claudia Sanchez
Brittnee Carter
Lizet Casas
Melissa True
Sonia Escalante
Genevie Rodriguez- Quinones
Rose Mary Orosco-Hayward

Jessica Guajardo
Veronica Vela
Brian Harris
Graciela Galdeano
Melissa Cruz
Carissa Valdez
Kathleen Reid
Mark Molina
Edely Olvera
Lisa Gonzales

Edgewood ISD Strategic Plan

Goal 1: Early Childhood Literacy

Edgewood ISD Goal 1: The percentage of students in grade 3 who score at “meets” or above on STAAR Reading will increase from 26 percent to 60 percent by June 2027 (Baseline Grade 3 STAAR Reading measure June 2022).

Goal Progress Measures (GPM):

- Goal Progress Measure (GPM) 1.1: The percentage of students in kindergarten who score on or above grade level on a reading diagnostic assessment will increase from 36 percent to 52 percent by June 2027 (Baseline end of year reading measure June 2022).
- Goal Progress Measure (GPM) 1.2: The percentage of students in grade 1 who score on or above grade level on a reading diagnostic assessment will increase from 35 percent to 61 percent by June 2027 (Baseline end of year reading measure June 2022).
- Goal Progress Measure (GPM) 1.3: The percentage of students in grade 2 who score on or above grade level on a reading diagnostic assessment will increase from 29 percent to 55 percent by June 2027 (Baseline end of year reading measure June 2022).

Initiative/Tactic	Impact	Performance Indicator(s)	Senior Leadership Team Owner(s)	Progress Monitoring	Data Sources
Deliver high-impact targeted training on the effective use of High-Quality Instructional Reading Materials (HQIM), delivery of research-based instructional strategies, authentic writing, and effective reading assessment practices.	Strong Tier 1 Instruction School leaders and teachers are calibrated on their understanding of rigorous, on-grade level reading instruction.	Instructional delivery of on grade level lessons that accelerate student growth. High-Quality resources are used in every classroom.	Asst. Supt. Academics Assistant Supt. School Leadership	Every Quarter	Professional Development Surveys Classroom Observation Data NWEA MAP Reading McClass Reading Circle Gold
Provide job-embedded classroom coaching and support to teachers on the implementation of research-based instructional strategies, lesson internalization, and effective delivery of reading instruction.	Job-embedded real-time coaching support to teachers.	Teachers implement instructional coaching feedback.	Asst. Supt. Academics Assistant Supt. School leadership	Every Six Weeks	Classroom Observation Data Instructional Coaching Tracking Documents Teacher Assessment Data

Edgewood ISD Strategic Plan

Initiative/Tactic	Impact	Performance Indicator(s)	Senior Leadership Team Owner(s)	Progress Monitoring	Data Sources
Effectively use time during Professional Learning Communities (PLC) to internalize lessons and plan for small group instruction.	Teachers are prepared to deliver high quality reading instruction with targeted supports.	PLCs are implemented with fidelity. Small group instruction is evident in the classroom.	Asst. Supt. OSL	Quarterly	Professional Learning Communities Rubric Scores
Effectively use classroom and student data to provide timely and targeting reading supports and interventions.	Teachers and campus leaders know how to leverage reading data to target the instructional needs of students.	Teachers analyze data and track student progress.	Asst. Supt. OSL	Monthly	Campus Data Trackers by Teacher Student Data Trackers MTSS System Reports Istation Reports
Effective implementation of reading intervention tools and supplementary instructional resources	Teachers and campus leaders know how to leverage diagnostic reading interventions tools	Teachers use intervention tools and resources to differentiate instruction to meet the needs of Tier 1, Tier 2, and Tier 3 students.	Asst. Supt. Academics Asst. Supt. OSL	Monthly	Classroom Observation Data Universal Screener Data DBAs and Interim Assessment Data MTSS System Reports Istation Reports

Edgewood ISD Strategic Plan

Goal 2: Early Childhood Mathematics

Edgewood ISD Goal 2: The percentage of students in grade 3 who score at “meets” or above on STAAR Mathematics will increase from 20 percent to 50 percent by June 2027 (Baseline Grade 3 STAAR Mathematics measure June 2022).

Goal Progress Measures (GPM):

- **Goal Progress Measure (GPM) 2.1:** The percentage of students in kindergarten meeting the on-grade level standard on a mathematics diagnostic assessment will increase from 25 percent to 56 percent by June 2027 (Baseline end of year mathematics measure June 2022).
- **Goal Progress Measure (GPM) 2.2:** The percentage of students in grade 1 meeting the on-grade level standard on a mathematics diagnostic assessment will increase from 13 percent to 57 percent by June 2027 (Baseline end of year mathematics measure June 2022).
- **Goal Progress Measure (GPM) 2.3:** The percentage of students in grade 2 meeting the grade level standard on a mathematics diagnostic assessment will increase from 9 percent to 51 percent by June 2027 (Baseline end of year mathematics measure June 2022).

Initiative/Tactic	Impact	Performance Indicator(s)	Senior Leadership Team Owner(s)	Progress Monitoring	Data Sources
Deliver high-impact targeted training on the effective use of High-Quality Instructional Mathematics Materials (HQIM), delivery of research-based instructional strategies and conceptual understanding of mathematics instruction.	Strong Tier 1 Instruction School leaders and teachers are calibrated on their understanding of rigorous, on-grade level mathematics instruction.	Instructional delivery of on grade level lessons that accelerate student growth. High-Quality resources are used in every classroom.	Asst. Supt. Academics Assistant Supt. OSL Chief of Schools	Quarterly	Professional Development Surveys Classroom Observation Data NWEA MAP Mathematics
Provide job-embedded coaching and support to teachers on the implementation of research-based instructional strategies, lesson internalization, and effective delivery of mathematics instruction.	Job-embedded real-time coaching support to teachers.	Teachers implement instructional coaching feedback.	Asst. Supt. OSL Chief of Schools	Every Six Weeks	Classroom Observation Data Instructional Coach Teacher Tracking Documents Teacher Assessment Data

Edgewood ISD Strategic Plan

Initiative/Tactic	Impact	Performance Indicator(s)	Senior Leadership Team Owner(s)	Progress Monitoring	Data Sources
The implementation of a new Mathematics Framework.	Provide cohesion and clarity on expectations for high quality mathematics instruction.	Campuses adhere to the expectations for effective mathematics instruction.	Asst. Supt. Academics Assistant Supt. OSL Chief of Schools	Quarterly	Classroom Observation Data
Effectively use time during Professional Learning Communities (PLC) to internalize lessons and plan for small group instruction.	Teachers are prepared to deliver high quality mathematics instruction with targeted supports.	PLCs are implemented with fidelity. Small group instruction is evident in the classroom.	Asst. Supt. OSL Chief of Schools	Quarterly	Professional Learning Communities Rubric Scores
Effectively use classroom and student data to provide timely and targeted mathematics supports and interventions.	Teachers and campus leaders know how to leverage math data to target the instructional needs of the campus.	Teachers analyze data and track student progress.	Asst. Supt. OSL Chief of Schools	Monthly	Campus Data Trackers by Teacher Student Data Trackers MTSS System Reports
Effective implementation of mathematics intervention tools and instructional resources.	Teachers and campus leaders know how to leverage diagnostic math interventions tools.	Teachers use intervention tools and resources to differentiate instruction to meet the needs of Tier 1, Tier 2, and Tier 3 students.	Asst. Supt. Academics Asst. Supt. OSL Chief of Schools	Monthly	Classroom Observation Data Universal Screener Data DBAs and Interim Assessment Data

Edgewood ISD Strategic Plan

Goal 3: COLLEGE CAREER READINESS (CCR)

Edgewood Goal 3: The College and Career Readiness raw score (% of graduates who met the CCR standard) will increase from 43 percent to 85 percent by June 2027 (Baseline CCMR measure June 2022).

Goal Progress Measures (GPM):

- **Goal Progress Measure (GPM) 3.1:** The percentage of students meeting Texas Success Initiative (TSI) criteria in both ELA/reading and mathematics on any of the assessments (Texas Success Initiative Assessment (TSIA), SAT, ACT, College Prep Course) will increase from 15 percent to 25 percent by June 2027 (Baseline Texas Success Initiative measure June 2022).
- **Goal Progress Measure (GPM) 3.2:** The percentage of students meeting the criterion score on an Advanced Placement (AP) or International Baccalaureate (IB) examination in any subject area (criterion score is 3 or more for AP and 4 or more for IB) will increase from 8 percent to 15 percent by June 2027 (Baseline Texas Success Initiative measure June 2022).
- **Goal Progress Measure (GPM) 3.3:** The percentage of students completing and earning dual credit hours for at least 3 credit hours in English language arts (ELA) or mathematics or at least 9 credit hours in any subject will increase from 30 percent to 36 percent by June 2027 (Baseline Dual Credit Hours measure June 2022).
- **Goal Progress Measure (GPM) 3.4:** The percentage of graduates earning an industry-based certificate under 19 TAC 74.1003 to increase from 6 percent to 25 percent by June 2027 (Baseline Industry-Based Certificate measure June 2022).

Initiative/Tactic	Impact	Performance Indicator(s)	Senior Leadership Team Owner(s)	Progress Monitoring	Data Sources
Ensure students are enrolled in a program of study , acquire an Industry based certification or license and increase military enlistment.	Increased accountability rating for CCMR.	Offer level 3 course for 2.0 credits. Provide non paid internships for up to 5% of our students before senior year.	Chief of CCMR	Every Six Weeks	CCMR Tracking System Classroom Observations Student Grades Student Attendance CTE Certification Report
Develop and implement a comprehensive system of support to students in advanced programs that include, Texas College Bridge, on-campus SAT/ACT/TSIA Boot Camps, individual conferencing with students.	Students are successful for the rigor of advanced coursework and exams.	% of students who successfully earn college credits.	Asst. Supt. Academic	Every Six Weeks	Classroom Observations Student Grades Student Attendance SAT Scores ACT Scores TSIA Scores

Edgewood ISD Strategic Plan

Initiative/Tactic	Impact	Performance Indicator(s)	Senior Leadership Team Owner(s)	Progress Monitoring	Data Sources
Provide targeted training support and job embedded coaching to teacher in advanced placement classes.	Teacher improve their knowledge and increase their capacity to deliver rigorous instruction aligned to college coursework.	Increase the number of students earning college credits.	Asst. Supt. Academic	Every Six Weeks	Classroom Observations Student Grades Student Attendance College Canva Accounts Advanced Placement Scores
Empower Career Technology Education (CTE) teachers with the training and skills necessary to ensure we increase the number of students earning industry-based certifications.	Students will earn industry-based certification in enrolled CTE courses.	Develop a mid-year growth metric to track the implementation of rigorous lessons.	Chief of CCMR	Fall Spring	Professional Development Survey's Classroom Observations CTE Student Tracking System
Increase awareness and enrollment in innovative programming across the innovation zones, associate degree programs, CTE Programs of Study, available Industry-Based Certifications along with the associated careers, salaries, and benefits to students in grades 5-9.	Increased enrollment in programs that are aligned to student interests Students make informed decisions about their academic choices.	Develop a student/parent survey for 8th graders on their CCMR knowledge and awareness prior to entering high school. Set targets for annual growth, by campus.	Chief Innovation Officer Chief of Staff and Communications	Fall Spring	Student Enrollment Data 8th Grade CCMR Knowledge Survey

Edgewood ISD Strategic Plan

Goal 4: Two-Way Communication and Parent Engagement

Edgewood ISD Goal 4: Edgewood ISD will improve its two-way communication and parent engagement as indicated by improving its net promoter score from a negative net promoter score to a positive net promoter score by June 2028 (Baseline net promoter measure May 2022).

Goal Progress Measures (GPMs):

- **Goal Progress Measure (GPM) 4.1:** EISD will increase two-way communication with parents to increase engagement from -X in August 2022 to +Y in May 2028 (Baseline August 2022).
- **Goal Progress Measure (GPM) 4.2:** EISD will increase participation in the EOY Staff Engagement Surveys from a baseline of 32.5% in September 2022 to 50% in May 2028 (Baseline measured January 2022).

Initiative/Tactic	Impact	Performance Indicator(s)	Senior Leadership Team Owner(s)	Progress Monitoring	Data Sources
Leaders will engage parents, community, and students in authentic conversations focused on improving the organization, school choice offerings, program services, and communication using a variety of methods to include focus groups, pláticas, social media platforms and survey tools.	Opportunity to gather first-hand information on our services and programs	Leaders listen and implement feedback from our stakeholders to improve student outcomes	Deputy Superintendent Chief of Staff and Communications Chief Innovation Officer	Quarterly	Survey Data Social Media Analytical Reports Feedback Notes Attendance Sheets
Implement multiple strategies to improve and measure the culture in departments and schools across the district.	Data is used to provide information on our organizational health. Students and district staff feel valued and work efficiently and effectively	2x per year, develop student survey for students 3-12, and utilize campus climate and central office departmental survey. Monitor progress each semester on the percent positive responses or Net Promoter Score.	Deputy Superintendent	Fall and Spring	Employee and Student Survey's

Edgewood ISD Strategic Plan

Initiative/Tactic	Impact	Performance Indicator(s)	Senior Leadership Team Owner(s)	Progress Monitoring	Data Sources
Provide parents with training and development opportunities that empower them to understand how to navigate the educational system, engage their children in academic conversations, use social emotional strategies, family engagement strategies, and advocate for their child's success in school and life.	Powerful partnerships with families that strengthen the bridge between school and home.	Enrollment and completion in the program from parents and/or representation in the program from xx% of campuses in EISD. Tracked based on a full cycle of the program.	Chief of CCMR	Quarterly	Professional Development Survey's Parent Testimonials
Campus administrators will use various communication tools to keep families informed and implement school-based activities that academically and socially keep families connected to the school.	Informed and engaged families and students who feel welcomed and a part of the school.	By campus, percentage of guardians who attend (or have a meeting with) teacher conferences as measured by a sign-in sheet / QR code depending on technology abilities.	Assistant Supt. OSL Chief of Schools	Fall Spring	Parent Sign-In Sheets
The Senior Leadership Team will engage in a continuous process of evaluation of district initiatives, programs, organizational efficiencies, and develop systems of transparency.	A balanced budget with systems of accountability and transparency Elimination of programs that do not promote positive student outcomes.	This is the overall effectiveness of the Strategic Plan implementation, so it would be a percentage of on-track, off-track, not started of the above KPIs.	Superintendent	Quarterly	Quality Seats Analysis

Edgewood ISD Strategic Plan

Goal 5 : Student Life Readiness

Edgewood ISD Goal 5: Edgewood ISD will improve student life readiness skills for students in grades 6-12 by increasing our satisfactory rate from 0% in September 2022 to 85% by May 2028 as indicated in the College, Career, and Life Readiness Framework Six Competencies (Baseline student life readiness skills measure September 2022)

- **Goal Progress Measures (GPM) 5.1:** Students' completion of the Achieve Works Learning and Productivity Assessment in grades 6-12 will increase from 0% in September 2022 to 85% by May 2028 as indicated in the Naviance Achieve Works Learning and Productivity Assessment (Baseline measure September 2022)
- **Goal Progress Measures (GPM) 5.2:** Students' completion of the Career Exploration Assessments in grades 6-12 will increase from 0% in September 2022 to 85% by May 2028 as indicated in the Career Exploration Assessments (Baseline measure September 2022).
- **Goal Progress Measure (GPM) 5.3:** Students' completion of the Strengths Explorer Assessment in grades 6-12 will increase from 0% in September 2022 to 85% by May 2028 as indicated in the Strengths Explorer Assessment (Baseline measure September 2022).
- **Goal Progress Measures (GPM) 5.4:** [ADD elementary](#)

Initiative/Tactic	Impact	Performance Indicator	Senior Leadership Team Owner(s)	Progress Monitoring	Data Sources
Increase interest and engagement in higher education through on-site and virtual college tours, celebrating college week, college recruitment seminars, improving access to scholarships, and ensuring seniors complete the FAFSA application.	Increased student and parent awareness and access to financial support for college admission.	FAFSA completion goal - this is also aligned to HB3 requirements. The inverse could be less than an xx% opt-out rate.	Asst. Supt. Academics	Quarterly	College Visit Logs FAFSA Completion Tracker Naviance Reports
Increase the successful completion of students who are eligible to participate in ASVAB testing in the spring semester.	Students are able to see the link between their achievement levels and interest to support their high school and post-secondary goals.	Focus on successful completion of the students who are eligible and interested for ASVAB.	Chief of CCMR	Annually	ASVAB Testing Results Military and Enlisted Student Scores

Edgewood ISD Strategic Plan

Initiative/Tactic	Impact	Performance Indicator	Senior Leadership Team Owner(s)	Progress Monitoring	Data Sources
Implement and utilize Naviance College and Career Planning Software to prepare students for postsecondary and life success through self-discovery assessments, goal setting, college research tools, course planning, career exploration resources, individualized learning plans and interactive access to students and families to four-year plans.	Students will understand their strengths and develop critical skills for college, career, and life.	Campus leaders implement the Naviance Campus Plan and discuss assessment results with students. Teachers use their understanding of Naviance to reinforce student strengths.	Chief of CCMR Asst. Supt. Academics Chief of Schools	Quarterly	Naviance Data Reports

Edgewood ISD Strategic Plan

Goal 6 – Organizational Effectiveness Goal

Edgewood ISD Goal 6: Edgewood ISD will develop an “Effective Organization Framework” to communicate organizational accountability internally and externally, and on an annual basis (beginning in 2023-2024), will meet or exceed expectations (3 or above on a five point-scale) on the following individual domains and collectively across the three: (1) Operational Excellence, (2) Employee and Organizational Improvement, and (3) Financial Stewardship.

- **Goal Progress Measures (GPM) 6.1: Operational Excellence** - Based on an annual survey of EISD campus employees on the support they receive from supporting departments, by 2028, 80% of employees will have a net-positive (3 or above on a 5-point scale) response to the effectiveness and timeliness of the support they are being provided.
- **Goal Progress Measures (GPM) 6.2: Employee and Organizational Improvement** – EISD will develop a central office appraisal tool for all central office employees in 2023-2024, for implementation in 2024-2025 (baseline). By 2028, 70% of central office employees will be proficient or above on their annual appraisal, focusing on the effectiveness of the employee in achieving departmental objectives and professional growth within the organization.
- **Goal Progress Measure (GPM) 6.3: Financial Stewardship** – EISD will increase financial stewardship by monitoring revenue generated by student attendance and adjust expenditures accordingly to maintain a strong financial position of three months operating expenses in Fund Balance.

Initiative/Tactic	Impact	Performance Indicator	Senior Leadership Team Owner(s)	Progress Monitoring	Data Sources
Focus on internal customer service from support departments to campus personnel through developing and implementing a central ticketing system for all non-instructional support (i.e., maintenance, technology, budget/finance, etc).	Campus personnel receive high-quality support in a timely manner, while the efficiency of central office departments improve due to a streamlined request system.	Leaders develop the centralized ticketing system, train campus central office and campus personnel on its use, and set performance standards to timeliness and quality of support.	Assist. Supt. Business and Operations	Quarterly	Response Reports Survey Data Ticketing System
Develop and implement a central office appraisal system for all central office employees that assesses job performance and professional growth within the department. Each employee will have two job-aligned SMART goals, and one professional growth SMART goal, to be appraised on an annual basis.	EISD will focus on organizational growth and development from an employee and systems perspective.	Leaders will develop SMART goal templates and train all central office employees on the key tenants of SMART goals. 2023-2024 is a pilot “no-harm” year, with full-implementation planned for the 2024-2025 year.	Superintendent Deputy Supt. Asst. Supt. Business and Operations	SLT model SMART goal process in August 2023; “no-harm” pilot year for all employees in 2023-2024, for full implementation in 2024-2025	Annual Work Plans Appraisal

Edgewood ISD Strategic Plan

Initiative/Tactic	Impact	Performance Indicator	Senior Leadership Team Owner(s)	Progress Monitoring	Data Sources
Ensure budget operations are fiscally responsible to support a highly effective and efficient organization.	EISD departments are able to operate and provide impact; EISD is able to recruit and retain high-quality employees; EISD community has a high-level of confidence in the use and outcome of taxpayer dollars.	EISD will maintain a fund balance in-line with Superintendent and CFO expectations; budget-to-actuals on a monthly basis will be within a financially acceptable range.	Asst. Supt. Business and Operations	Monthly Annually	Finance Reports

Edgewood Independent School District

Regular Board Meeting

Date: August 22, 2023

AGENDA SECTION: Consent

SUBJECT: Consideration and approval of a \$6,000,000 General Fund Budget Amendment for August 2023 to cover estimated carryover requisitions. Source of funds: \$1,000,000 from the General Fund Balance and \$5,000,000 Operating Transfer In from Workers' Compensation Fund.

BOARD POLICY: CE (Legal)

BOARD/SUPERINTENDENT
Priority(S):
(Select all applicable priorities)

- ☐ Priority 1 – Focus on Student Success
- ☐ Priority 2 – Focus on Students, Families and Community
- ☐ Priority 3 – Focus on Operational Excellence
- ☐ Priority 4 – Focus on Employees & Organizational Improvement
- ☒ Priority 5 – Focus on Financial Stewardship

ACCOUNT CODE(S): Function 41 - \$ 100,000
Function 53 - \$ 140,000
Function 81 - \$5,760,000

PREPARED/PRESENTED BY: Myrna G. Martinez, Assistant Superintendent of Business Operations

Background Information

As the fiscal year progresses, schools and departments may need to amend their budgets as specific needs are identified that will support the goals and objectives of their programs. As per the Texas Education Agency Resource Guide, budget amendments must be approved by the School Board before new appropriations may be expended.

Board Policy CE (Legal) states “A board shall have the authority to amend the approved budget or to adopt a supplementary emergency budget to cover necessary unforeseen expenses. Copies of any amendment or supplementary budget must be prepared and filed in accordance with State Board rules.”

The original budget is amended when a change is made increasing any one of the functional spending categories or increasing revenue object accounts and other resources.

Edgewood Independent School District

Administrative Consideration

Discussion of budget amendment to reappropriate estimated funds needed for projects that were not completed by the end of the fiscal year June 30, 2023.

Major projects include chiller replacements and the technology security audit originally approved by the Board.

Communication Deployment

Board Workshop, Board Updates, Board Briefings, Board Minutes

Suggested Motion

The Board approves the proposed \$6,000,000 General Fund Budget Amendment for August 2023 with \$1,000,000 effect to the General Fund Balance and \$5,000,000 operating transfer in from the Workers' Compensation Fund.

Respectfully submitted,
Dr. Eduardo Hernandez, Superintendent of Schools

Edgewood Independent School District

Regular Board Meeting

Date: August 22, 2023

AGENDA SECTION: Consent

SUBJECT: Discussion of a waiver request of penalty and interest on Ad Valorem Taxes for Ms. Maricela I Morales and Edgewood ISD.

BOARD POLICY: CCGA - Local

BOARD/SUPERINTENDENT PRIORITY:
(Select all applicable priorities)

- ☐ Priority 1 – Focus on Student Success
- ☒ Priority 2 – Focus on Students, Families and Community
- ☐ Priority 3 – Focus on Operational Excellence
- ☐ Priority 4 – Focus on Employees & Organizational Improvement
- ☒ Priority 5 – Focus on Financial Stewardship

ACCOUNT CODE(S): N/A

PREPARED/PRESENTED BY: Myrna G. Martinez, Assistant Superintendent of Business Operations

Background Information

Bexar Appraisal District has provided the completed paperwork confirming there was an administrative error on the two accounts requesting the waiver of penalties and interest. The Board, as the governing body, shall waive penalties and interest because of an act or omission of an act by an employee of the Bexar Appraisal District resulted in the taxpayer's failure to pay the tax before delinquency.

Administrative Consideration

The Administration is recommending the penalties and interest be waived based on the administrative error by Bexar Appraisal District.

Communication Deployment

Board Workshop, Board Updates, Board Briefings, Board Minutes

Suggested Motion

Consideration and approval of waiver request of penalty and interest on Ad Valorem Taxes for Ms. Maricela I Morales and Edgewood ISD

Respectfully submitted,
Dr. Eduardo Hernandez, Superintendent of Schools



Albert Uresti, MPA, PCC
Office of the Tax Assessor - Collector

June 6, 2023

Edgewood Independent School District
Pamela Bendele
Chief Financial Officer
1930 Herbert Lane
San Antonio, Texas 78227

RE: Waiver of Penalty and Interest

Taxpayer	Account #	Roll Year	Penalty	Interest	33.07 Penalty	Grand Total
Maricela I. Morales	08640-006-0161	2022	\$43.62	\$19.38	\$82.15	\$145.15
Edgewood ISD	13940-000-0021	2022	\$1,774.07	\$788.48	\$0.00	\$2,562.55

Dear Ms. Bendele:

The above referenced property owners requested for the waiver of penalty and interest under Section 33.011 of the Texas Property Tax Code.

The governing body of a taxing unit shall waive penalties and interest if an act or omission of an act by an employee of the Bexar Appraisal District resulted in the taxpayers failure to pay the tax before delinquency.

The attached letter confirms such an error did occur. The base tax has been paid and the request for waiver was made within 180 days of the delinquency date. This office recommends penalty and interest to be refunded unless we receive notice otherwise from the governing body.

Please notify our office within fifteen days of the receipt of this letter if the governing body agrees with this recommendation. If the decision is decided at a board meeting please reply with the date of the hearing. If you have any questions or concerns, please call our office at (210) 335-0554.

Sincerely,

Albert Uresti, MPA, PCAC
Tax Assessor-Collector
Bexar County

Account: 08640-006-0161

control # 0523-01

MR West I am requesting a waiver of
penalty + interest for the above
account for tax year 2022 for
the amount \$306.19.

(210) 725-4267

Manuel Morales

1010-200-01-803 7400004

1010-200-01-803 7400004

COMPOSITE TAX RECEIPT



ALBERT URESTI, MPA, PCAC
BEXAR COUNTY TAX ASSESSOR-COLLECTOR
P O BOX 839950
SAN ANTONIO, TX 78283-3950
210-335-2251

Certified Owner:

MORALES MARICELA I
174 ESMERALDA DR
SAN ANTONIO , TX 78228-6020

Legal Description:

NCB 8640 BLK 6 LOT W 251.58 FT OF N 50
OF 13

Parcel Address: 163 ESMERALDA DR

Legal Acres: 0.2893

Account No: 08640-006-0161

Year : 2022

Deposit No: O23E23TG1

Print Date : 06/07/2023

Operator Code: JERL

Rec Type : Levy

Year	Tax Unit Name	Tax Value	Tax Rate	Levy	Penalty & Interest	Coll. Fee	Refund	Total
2022	ROAD AND FLOOD	41,830	0.023668	9.90	1.29	1.68	0.00	12.87
2022	ALAMO COMM COLLEGE	41,830	0.149150	62.39	8.11	10.58	0.00	81.08
2022	HOSPITAL DISTRICT	41,830	0.276235	115.55	15.02	19.59	0.00	150.16
2022	BEXAR COUNTY	41,830	0.276331	115.59	15.03	19.59	0.00	150.21
2022	SA RIVER AUTHORITY	41,830	0.018360	7.68	1.00	1.30	0.00	9.98
2022	CITY - SAN ANTONIO	41,830	0.541610	226.56	29.45	38.40	0.00	294.41
2022	EDGEWOOD ISD	41,830	1.158592	484.64	63.00	82.15	0.00	629.79
Levy Total :				\$1,022.31	\$132.90	\$173.29	\$0.00	\$1,328.50
Gross Total :				\$1,022.31	\$132.90	\$173.29	\$0.00	\$1,328.50
Grand Total :				\$1,022.31	\$132.90	\$173.29	\$0.00	\$1,328.50

ACCOUNT PAID IN FULL

Account No: 08640-006-0161

LAST PAYER:

MORALES MARICELA I
174 ESMERALDA DR
SAN ANTONIO , TX United State 78228-6020

Payment Receipt Dates:

05/23/2023

LAST PAYMENT DATE: 05/23/2023

Thank You for Your Payment - Office of Albert Uresti, Bexar County Tax Assessor-Collector;
(Property Tax)

5/23/2023 10:11 AM Central Standard Time



Customer Name MORALES/MARICELA I

Effective Date

5/23/2023

Approved 21420380

Item	Amount
Property Tax	\$5,980.30
Subtotal:	\$5,980.30
Transaction Fee:	\$125.59
Total Charged to:	\$6,105.89
Amex ***** 5009	
Total Amount Paid:	\$6,105.89
Collection Mode: POS (scanned)	

Payment Details

Property Tax

Account Number: 086400060161 - Tax Year: 2022 - Did you read the terms and did they agree?: Yes
- Phone Number: 2107254267 - MORALES/MARICELA I - \$5,980.30

Merchant ID: 454045411020019

Name: MORALES/MARICELA I

Sequence #: 0015

AID: A000000025010801

Entry Mode: Chip

TVR: 0000008000

APPLICATION: AMERICAN EXPRESS

IAD: 0655010360A002

CVM: SIGN

TSI: F800

ARC: 00

A Transaction Fee has been included in the total amount paid for this transaction.



Albert Uresti, MPA, PCC
Office of the Tax Assessor - Collector

May 30, 2023

Maricela Morales
163 Esmeralda Dr.
San Antonio, TX 78228

RE: Account #08640-006-0161

Dear Ms. Morales,

This letter is to acknowledge receipt of your correspondence wherein you have requested for the waiver of penalty and interest against the above referenced property.

We are in the process of reviewing Acct #08640-006-0161 for a possible error. Once this step is completed, the findings along with your request for the waiver of penalties and interest will be forwarded to the governing bodies of the taxing units for which we collect taxes. Their agency will determine if an error was made by the Bexar Appraisal District that would warrant for the waiver of penalty and interest.

If we can be of further assistance, please contact our Correspondence Department at (210) 335-2251.

Sincerely,

Stephanie Y. Gonzales

Stephanie Y. Gonzales, PCC
Director, Public Information



TAX ASSESSOR-COLLECTOR
taxoffice@bexar.org

SG/SH/sc

FORM: TASL4
REV 02/2023



Albert Uresti, MPA, PCC
Office of the Tax Assessor - Collector

May 30, 2023

Mr. Michael A. Amezcua
Chief Appraiser
Bexar Appraisal District
411 North Frio
San Antonio, TX 78207

Re: Research of Possible Error per Section 33.011 of the Texas Property Tax Code
Account(s): # 08640-006-0161

Dear Mr. Amezcua:

Enclosed please find copies of the request received by this office from Maricela Morales, of 163 Esmeralda Dr., requesting to waive penalty and interest under the Section of the Tax Code cited above. Taxes were paid timely of the notification of delinquent taxes and the request for waiver was made within 180 days.

Please research account number(s) 08640-006-0161 for tax year(s) 2022 for possible incorrect ownership. A recommendation is requested of a possible incorrect ownership/ mailing address administrative error on the Bexar Appraisal District records.

Please forward your response to: Bexar County Tax Office, Attn: Property Tax Department, P.O. Box 839950, San Antonio, TX 78283. If there are any questions we can be reached at 210-335-0553.

Sincerely,

Stephanie Y. Gonzales

Stephanie Y. Gonzales, PCC
Public Information, Director
Office of Albert Uresti, MPA, PCC
Tax Assessor-Collector
Bexar County

SG/SH/se

Enclosures: As Stated

FORM: TASL7
REV 04/2015



BEXAR APPRAISAL DISTRICT

Michael A. Amezcuita
Chief Appraiser

411 N. Frio, P.O. Box 830248
San Antonio, TX 78283-0248
Phone (210) 224-8511
Fax (210) 242-2451

BOARD OF DIRECTORS

CHERI BYROM -
Chair
TRISH DEBERRY
Vice-Chair
JON FISHER
Secretary

ADRIANA ROCHA GARCIA -
Councilwoman, District 4
DAVE GANNON
ALBERT URESTI, MPA -
Tax Assessor-Collector

May 31, 2023,

Albert Uresti MPA, PCC
Tax Assessor/Collector
Bexar County Tax Office
233 N Pecos
San Antonio, Texas 78207

RE: Research of Possible Error per Sections 33.011 of the Texas Property Tax Code.

As per your request, we have researched account number 08640-006-0160 for possible incorrect ownership under State Property Tax Code 33.011. We have found that there was an administrative error on the Bexar Appraisal Records.

If we can be of any further assistance please contact me at (210) 242-2429

Sincerely,

Roxanne Ibarra

Roxanne Ibarra
Bexar Appraisal District



BEXAR APPRAISAL DISTRICT

BEXAR APPRAISAL DISTRICT RESEARCH DOCUMENT FOR POSSIBLE MAILING ADDRESS CORRECTION

PER SECTION 33.011

ACCOUNT: 08640-006-0161

REASON FOR ERROR:

1. MAILING ADDRESS NOT UPDATED ACCORDINGLY.
2. SUITE AND OR APARTMENT NUMBER LEFT OFF ON MAILING ADDRESS.
3. DEED NOT TRANSFERRED CORRECTLY, PROPERTY TRANSFERRED IN ERROR.
- ➔ 4. DEED NOT TRANSFERRED CORRECTLY WITH MORE THAN ONE ACCOUNT AND ONLY ONE ACCOUNT TRANSFERRED.
5. DEED FILED TIMELY BUT NOT TRANSFERRED.
6. OTHER: DEED WAS NOT TRANSFERRED DUE TO GRANTEE'S ADDRESS NOT PROVIDED ON DEED

REMARKS:

INTIATOR: Roxanne Ibarra

DATE:05/31/2023



Albert Uresti, MPA, PCC
Office of the Tax Assessor - Collector

June 6, 2023

Edgewood Independent School District
Pamela Bendele
Chief Financial Officer
1930 Herbert Lane
San Antonio, Texas 78227

RE: Waiver of Penalty and Interest

Taxpayer	Account #	Roll Year	Penalty	Interest	33.07 Penalty	Grand Total
Maricela I. Morales	08640-006-0161	2022	\$43.62	\$19.38	\$82.15	\$145.15
Edgewood ISD	13940-000-0021	2022	\$1,774.07	\$788.48	\$0.00	\$2,562.55

Dear Ms. Bendele:

The above referenced property owners requested for the waiver of penalty and interest under Section 33.011 of the Texas Property Tax Code.

The governing body of a taxing unit shall waive penalties and interest if an act or omission of an act by an employee of the Bexar Appraisal District resulted in the taxpayers failure to pay the tax before delinquency.

The attached letter confirms such an error did occur. The base tax has been paid and the request for waiver was made within 180 days of the delinquency date. This office recommends penalty and interest to be refunded unless we receive notice otherwise from the governing body.

Please notify our office within fifteen days of the receipt of this letter if the governing body agrees with this recommendation. If the decision is decided at a board meeting please reply with the date of the hearing. If you have any questions or concerns, please call our office at (210) 335-0554.

Sincerely,

Albert Uresti, MPA, PCAC
Tax Assessor-Collector
Bexar County

Estrada, Saray

control # 0519-01

From: TaxOffice
Sent: Friday, May 19, 2023 10:27 AM
To: Estrada, Saray
Subject: FW: Penalty and Interest on Tax Exempt Entity
Attachments: MCAR20230321023535.pdf

Hola

From: Keubke, Jose <Jose.Keubke@eisd.net>
Sent: Friday, May 19, 2023 9:08 AM
To: TaxOffice <TaxOffice@bexar.org>
Cc: Hernandez, Sophia <Sophia.Hernandez@bexar.org>
Subject: Fw: Penalty and Interest on Tax Exempt Entity

NOTICE:

This email originated from an EXTERNAL email address outside of bexar.org. Please use caution when clicking links or opening attachments from email senders that you do not know.

If you feel it is suspicious, please send this email as an attachment to BCERT@bexar.org

To whom it may concern,

On behalf of Edgewood Independent School District, we are requesting an adjustment of the penalty and interest charges of \$5,405.47.

Can you please let us know what information and documentation is required to formally process a request for removal of the penalty and interest charges?

Thank you in advance for your assistance and help with this request.

Jose J. Keubke
Executive Director of Business & Finance
Edgewood Independent School District
1930 Herbert Lane
San Antonio, Texas 78227
(210) 898-4004
jose.keubke@eisd.net



DUPLICATE TAX RECEIPT



ALBERT URESTI, MPA, PCAC
BEXAR COUNTY TAX ASSESSOR-COLLECTOR
P O BOX 839950
SAN ANTONIO, TX 78283-3950
210-335-2251

Certified Owner:

EDGEWOOD INDEPENDENT SCHOOL DISTRICT
5358 W COMMERCE ST
SAN ANTONIO, TX 78216

Legal Description:

NCB 13940 BLK LOT N IRR 676. FT OF 2 &
E IRR 95 FT OF 6

Parcel Address: 1119 S ACME RD
Legal Acres: 5.4350

Account No: 13940-000-0021
Deposit No: O23E10WZ1
Remit Seq No: 28248761

Receipt Date: 05/10/2023
Deposit Date: 05/10/2023
Operator Code: PCUE

Print Date: 06/02/2023

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2022	08-Road And Flood	1,701,370	0.023668	402.68	52.35	0.00	455.03
2022	09-Alamo Comm College	1,701,370	0.149150	2,537.59	329.89	0.00	2,867.48
2022	10-Hospital District	1,701,370	0.276235	4,699.78	610.97	0.00	5,310.75
2022	11-Bexar County	1,701,370	0.276331	4,701.41	611.18	0.00	5,312.59
2022	19-Sa River Authority	1,701,370	0.018360	312.37	40.61	0.00	352.98
2022	21-City - San Antonio	1,701,370	0.541610	9,214.79	1,197.92	0.00	10,412.71
2022	52-Edgewood Isd	1,701,370	1.158592	19,711.94	2,562.55	0.00	22,274.49
				\$41,580.56	\$5,405.47	\$0.00	\$46,986.03

PAYER:

EDGEWOOD INDEPENDENT SCHOOL DISTRICT
5358 W COMMERCE ST
SAN ANTONIO, TX 78216

PAYMENT TYPE:

Checks: \$46,986.03

Total Applied: \$46,986.03

Change Paid: \$0.00

CHECK NUMBER(S):

CV-77198

ACCOUNT PAID IN FULL

22.1.53

DUPLICATE TAX RECEIPT FOR ACCOUNT 13940-000-0021

Receipt For 2022

Dep No-Remit Seq No: O23E10WZ1-28248761

PAYER:

EDGEWOOD INDEPENDENT SCHOOL DISTRICT
5358 W COMMERCE ST
SAN ANTONIO, TX 78216

PAYMENT TYPE:

Checks: \$46,986.03

Total Applied: \$46,986.03

Change Paid: \$0.00

ACCOUNT PAID IN FULL

Operator Code: PCUE

Date Paid: 05/10/2023

CHECK NUMBER(S):

CV-77198

Estrada, Saray

From: Estrada, Saray
Sent: Thursday, June 1, 2023 12:35 PM
To: 'Jose.Keubke@eisd.net'
Subject: RE: Request for Waiver of Penalty & Interest

June 1, 2023

Jose J. Keubke
Edgewood I.S.D.
5358 W Commerce St.
San Antonio TX 78216

RE: Account# 113940-000-0021

Dear Mr. Keubke,

This letter is to acknowledge receipt of your correspondence wherein you have requested for the waiver of penalty and interest against the above referenced property.

We are in the process of reviewing Acct# 13940-000-0021 for a possible error. Once this step is completed, the findings along with your request for the waiver of penalties and interest will be forwarded to the governing bodies of the taxing units for which we collect taxes. Their agency will determine if an error was made by the Bexar Appraisal District that would warrant for the waiver of penalty and interest.

If we can be of further assistance, please contact our Correspondence Department at (210) 335-2251.

Sincerely,

Stephanie Y. Gonzales

Stephanie Y. Gonzales, PCC
Director, Public Information



taxoffice@bexar.org
(210) 335-2251 PH



Albert Uresti, MPA, PCC
Office of the Tax Assessor - Collector

June 1, 2023

Mr. Michael A. Amezcuita
Chief Appraiser
Bexar Appraisal District
411 North Frio
San Antonio, TX 78207

Re: Research of Possible Error per Section 33.011 of the Texas Property Tax Code
Account(s): # 13940-000-0021

Dear Mr. Amezcuita:

Enclosed please find copies of the request received by this office from Jose J Keubke, of 5358 W Commerce St., requesting to waive penalty and interest under the Section of the Tax Code cited above. Taxes were paid timely of the notification of delinquent taxes and the request for waiver was made within 180 days.

Please research account number(s) 13940-000-0021 for tax year(s) 2022 for possible incorrect ownership. A recommendation is requested of a possible incorrect ownership/mailling address administrative error on the Bexar Appraisal District records.

Please forward your response to: Bexar County Tax Office, Attn: Property Tax Department, P.O. Box 839950, San Antonio, TX 78283. If there are any questions we can be reached at 210-335-0553.

Sincerely,

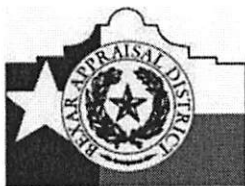
Stephanie Y. Gonzales

Stephanie Y. Gonzales, PCC
Public Information, Director
Office of Albert Uresti, MPA, PCC
Tax Assessor-Collector
Bexar County

SG/SH/se

Enclosures: As Stated

FORM: TASL7
REV 04/2015



BEXAR APPRAISAL DISTRICT

Michael A. Amezcua
Chief Appraiser

411 N. Frio, P.O. Box 830248
San Antonio, TX 78283-0248
Phone (210) 224-8511
Fax (210) 242-2451

BOARD OF DIRECTORS

CHERI BYROM -
Chair
TRISH DEBERRY
Vice-Chair
JON FISHER
Secretary

ADRIANA ROCHA GARCIA -
Councilwoman, District 4
DAVE GANNON
ALBERT URESTI, MPA -
Tax Assessor-Collector

June 2, 2023

Albert Uresti MPA, PCC
Tax Assessor/Collector
Bexar County Tax Office
233 N Pecos
San Antonio, Texas 78207

RE: Research of Possible Error per Sections 33.011 of the Texas Property Tax Code.

As per your request, we have researched account number 13940-000-0021 for possible incorrect ownership under State Property Tax Code 33.011. We have found that there was an administrative error on the Bexar Appraisal Records.

If we can be of any further assistance please contact me at (210) 242-2429

Sincerely,

Roxanne Ibarra

Roxanne Ibarra
Bexar Appraisal District



BEXAR APPRAISAL DISTRICT

BEXAR APPRAISAL DISTRICT RESEARCH DOCUMENT FOR POSSIBLE MAILING ADDRESS CORRECTION

PER SECTION 33.011

ACCOUNT: 13940-000-0021

REASON FOR ERROR:

1. MAILING ADDRESS NOT UPDATED ACCORDINGLY.
2. SUITE AND OR APARTMENT NUMBER LEFT OFF ON MAILING ADDRESS.
3. DEED NOT TRANSFERRED CORRECTLY, PROPERTY TRANSFERRED IN ERROR.
4. DEED NOT TRANSFERRED CORRECTLY WITH MORE THAN ONE ACCOUNT AND ONLY ONE ACCOUNT TRANSFERRED.
- ➔ 5. DEED FILED TIMELY BUT NOT TRANSFERRED.
6. OTHER: DEED WAS NOT TRANSFERRED DUE TO GRANTEE'S ADDRESS NOT PROVIDED ON DEED

REMARKS:

INTIATOR: Roxanne Ibarra

DATE:06/02/2023

Edgewood Independent School District

Regular Board Meeting

Date: August 22, 2023

AGENDA SECTION: Consent

SUBJECT: Consideration and approval of the EISD School Board Resolution authorizing EISD's Asst. Superintendent of Business Operations as the individual to calculate the no-new-revenue tax rate, the voter-approval tax rate, and other truth-in-taxation requirements.

BOARD POLICY: CCG - Legal

BOARD/SUPERINTENDENT
PRIORITY:
(Select all applicable priorities)

- ☐ Priority 1 – Focus on Student Success
- ☐ Priority 2 – Focus on Students, Families and Community
- ☒ Priority 3 – Focus on Operational Excellence
- ☐ Priority 4 – Focus on Employees & Organizational Improvement
- ☒ Priority 5 – Focus on Financial Stewardship

ACCOUNT CODE(S): N/A

PREPARED/PRESENTED BY: Myrna G. Martinez, Assistant Superintendent of Business Operations

Background Information

In accordance with CCG Legal and Section 26.04 (b) of the Texas Property Tax Code, the School Board of Edgewood Independent School District must designate the individual authorized to calculate the no-new-revenue tax rate, the voter-approval tax rate, and other truth-in-taxation requirements.

Administrative Consideration

Consideration and adoption of a Resolution by the School Board of the Edgewood Independent School District to authorize EISD Assistant Superintendent of Business Operations, currently Myrna G. Martinez, as the individual authorized to calculate the no-new-revenue tax rate, the voter-approval tax rate and other truth-in-taxation requirements.

Communication Deployment

Board Workshop, Board Updates, Board Briefings, Board Minutes

Suggested Motion

Motion for the School Board to adopt the resolution authorizing the Assistant Superintendent of Business Operations as the individual authorized to calculate the no-new-revenue tax rate, the voter-approval tax rate and other truth-in-taxation requirements.

Respectfully submitted,
Dr. Eduardo Hernandez, Superintendent of Schools

Edgewood ISD provides an exceptional learning experience that engages, empowers, and prepares students to compete and reach their highest potential in an ever-changing world.

**STATE OF TEXAS
COUNTY OF BEXAR**

RESOLUTION

IT IS HEREBY RESOLVED, ordered, and directed by the Board of Trustees of the Edgewood Independent School District the approval of the District's Assistant Superintendent of Business Operations as the individual authorized to calculate the no-new-revenue tax rate, the voter-approval tax rate and other truth-in-taxation requirements for the District pursuant to Section 26.04 of the Texas Property Tax Code, as amended.

BE IT RESOLVED that the provisions of this Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the Board of Trustees.

PASSED, APPROVED AND ADOPTED this 8th day of August 2023.

Martha Castilla
President

Attest:

Joseph Guerra
Board Secretary

Edgewood Independent School District

Regular Board Meeting

Date: August 22, 2023

AGENDA SECTION: Consent

SUBJECT: Consideration and Approval of the Donald L. Mooney Enterprises dba Nurses Etc. Nurses Staffing agreement for the 2023-2024 School Year in the total amount not to exceed \$200,000.00

BOARD POLICY: FFA (LOCAL) CH (LOCAL)

BOARD/SUPERINTENDENT PRIORITY(S):
(Select all applicable priorities)

- ☒ Priority 1 – Focus on Student Success
- ☐ Priority 2 – Focus on Students, Families and Community
- ☐ Priority 3 – Focus on Operational Excellence
- ☐ Priority 4 – Focus on Employees & Organizational Improvement
- ☐ Priority 5 – Focus on Financial Stewardship

ACCOUNT CODE(S): 199-33-6219-00-XXX-99-000

PREPARED/PRESENTED BY: Cynthia Treviño, Chief of Human Resources & Student Services

Background Information

School nurses protect and promote student health, facilitate optimal development, and advance academic success. It is common knowledge that healthy children are better learners. Edgewood ISD has been committed to making sure there is a nurse at every campus. Unfortunately, this year the district has felt the impact of the nationwide nurse shortage. Most nurses who have left the district are hourly employees (LVNs) and have been unable to financially sustain themselves and their families due to the recent increase in the standard of living. There are a total of eight vacancies. Adding more to the problem is the stark decline in interested candidates. There are currently zero pending nurse applications to review. As a result, the following schools will be affected this upcoming school year:

1. Henry B. Gonzalez Elementary
2. Lyndon B. Johnson Elementary
3. Stafford Early Childhood Center
4. A. Perales Elementary
5. Loma Park Elementary
6. Wrenn Middle School
7. Float Nurse Position
8. Fine Arts Academy

Administrative Consideration

This proposal is for the increase in monies allotted for the hiring of a minimum of five contracted

Edgewood ISD provides an exceptional learning experience that engages, empowers, and prepares students to compete and reach their highest potential in an ever-changing world.

Edgewood Independent School District

agency licensed vocational nurses to assist in providing the essential health care needs of our students. Board approval required as per CH (LOCAL), due to overall expenditure exceeding the \$50,000 threshold.

Communication Deployment

Board Workshop, Board Updates, Board Briefings, Board Minutes

Suggested Motion

The Board moves to approve the Donald L Mooney Enterprises dba Nurses Etc. Nurses Staffing agreement for the 2023-2024 School Year in the total amount not to exceed \$200,000

Respectfully submitted,
Dr. Eduardo Hernandez, Superintendent of Schools



CONTRACT AGREEMENT

This Agreement is made this 20th day of July 2023 (effective date) by and between **Edgewood Independent School District** at 5358 West Commerce, San Antonio TX 78237 (hereinafter “FACILITY”) and **Donald L. Mooney Enterprises LLC dba NURSES Etc STAFFING**, a Texas company with its principal place of business at 16302 Pleasantville Road, Suite #211, San Antonio, TX 78233 (hereinafter “NES”).

RECITALS

WHEREAS, FACILITY and NES wish to establish a formal Commercial Contract Agreement in accordance with specific Addendums attached to this Agreement in order to provide personnel and management services to support the “FACILITY”. It is both “the FACILITY” and NES’ intent to formalize their understanding and agreement in this document.

NOW THEREFORE, FACILITY and NES in consideration of the mutual promises herein and other good and valuable consideration, agree as follows:

TERMS AND CONDITIONS

1. **Services:** NES shall provide staffing services to FACILITY in accordance with the expectations and accountabilities of both NES and FACILITY at all FACILITY operated locations during the period of time as directed by the FACILITY. NES will not engage subcontractors to provide Assigned Employees unless agreed to in advance by the Client. If subcontractors are engaged, Nurses, Etc. will assure that all subcontractor employees meet the qualifications as outlined in the contract. NES will evaluate the services provided by subcontractors on an ongoing basis.
2. **Hours.**
 - 2.1 **Regular Hours:** The work schedule is the weekly (or daily) schedule of hours the Healthcare Worker (hereinafter HCW) is assigned to work. Work week is Sunday to Saturday.

2.2 Orientation Hours: It shall be the responsibility of FACILITY to orient assigned employees to the facility; its rules and regulations, to acquaint them with the facility policies and procedures, and to validate competency and ability of Assigned Employee. FACILITY will be billed a minimum of two (2) hours for HCW orientation on first day worked.

2.3 On-Call & Call-Back Hours: On-call hours are billable to the FACILITY whenever the HCW is required to take call and will be billed at the On-Call rate for assigned HCW. Call-back hours are billed at one and one half (1.5) the assigned HCW regular pay rate.

2.4 Overtime Hours: Overtime hours are billable to the FACILITY whenever the HCW works more than forty (40) hours in a work week at FACILITY'S location. The FACILITY will be billed at one and one half (1.5) of the regular hourly rate assigned to the HCW.

2.5 Holidays: FACILITY will be billed one and one half (1.5) the regular bill rate of the assigned HCW who works any shift on any of the facility approved holidays: New Year's Day, New Year's Eve starting at 3pm, Easter Sunday, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas day, Christmas Eve starting at 3 pm.

2.6 Cancellation Fee (or Late Cancel): If FACILITY cancels an order **less than two (2) hour notice prior to the start of a shift**, NES will bill FACILITY for two (2) hours at the rate for assigned HCW. In the event FACILITY cancels a confirmed shift after the HCW arrives to FACILITY, NES will bill FACILITY four (4) hours for time & travel.

2.7 Late Call Fee: Late calls occur when a facility requests NES to provide an individual to cover a shift within one hour before the shift is to commence (or contact is made with NURSES Etc during the shift), NES will deem these shifts as late calls and invoice for the entire shift.

2.8 Non-Solicitation: FACILITY and NES mutually understand that each incurs considerable expenses to advertise, recruit, interview, evaluate and complete background/reference checks, and supervise its employees/Healthcare Workers (HCW). As a result, the FACILITY and NES will take no steps to recruit as its own employees those employees/HCW's provided by NES under this agreement or employed by FACILITY. Notwithstanding the foregoing, it shall not be a violation of this Section should FACILITY or NES hire an individual currently or formerly providing services under this Agreement or employed by FACILITY in response to a general advertisement or solicitation for employment, such as newspaper advertisements, bulletin boards, web postings or job fairs

2.9 Conversion Fee: FACILITY may not hire a NES employee until the NES employee has completed a total of one thousand (1000) hours at the facility worked. ***If the***

FACILITY hires a HCW during this period, the FACILITY agrees to pay NES liquidated damages equal to the sum of the remainder of the hours, at the current billing rate due within fourteen (14) days of the conversion (start) date. If the FACILITY chooses to hire an NES employee after **one thousand (1000) hours** worked, they may do so without fee by submitting a written request with a thirty-day notice. Remit payment based on the following terms: (see billing/invoicing section for payment schedule). FACILITY may not convert NES HCW if FACILITY'S account is past due. Notwithstanding the foregoing, it shall not be a violation of this Section should FACILITY hire an individual currently or formerly providing services under this Agreement in response to a general advertisement or solicitation for employment, such as newspaper advertisements, bulletin boards, web postings or job fairs, and, in such case, the no conversion fee shall be owed to NES.

3.0 Payment-Invoice Requirements:

3.1 All invoices from NES shall be submitted to FACILITY at 5358 West Commerce, San Antonio TX 78237 or authorized electronic format and contact.

3.2 Invoicing Requirements: NES will invoice FACILITY weekly. FACILITY agrees to make payment within 30 (thirty) business days. On the 31st day a reminder letter will be issued to make payment on the overdue balance. On the 35th day, an interest rate of 1.5% will be added to the outstanding invoice amount, on a monthly basis, until such time invoice is paid in full.

3.3 Terms for Payment of Invoices: Payments will be completed by check or electronic transfer of funds. Invoices submitted by NES to FACILITY are deemed accepted and approved unless disputed by FACILITY within five (5) business days of FACILITY'S receipt of the invoice. IF FACILITY disputes a portion of the invoice, FACILITY agrees to full pay the undisputed portion and NES's acceptance of such partial payment will not constitute a waiver of any of its rights as the remaining balances nor in any way constitute accord and satisfaction. FACILITY's failure to pay NES'S invoices in full within the thirty (30) days of the invoice date (except for any properly disputed amount) is a material breach of this Agreement for which, in its sole discretion, NES may immediately terminate this Agreement.

4.0 Term and Termination: This Agreement shall commence 20 July 2023 and continue for an initial term of one year. After the initial term, the contract may be extended, at the discretion of EISD for additional one (1) year terms unless terminated as otherwise provided herein. Either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice. In addition, in the event of a material breach of any term, condition, obligation or covenant under this Agreement, other than the obligation to pay the fees, the non-breaching party shall give the breaching party

written notice describing the breach. The party receiving the notice shall have thirty (30) days (the “Cure Period”) in which to cure the breach. If the breach is not cured within the Cure Period, the non-breaching party may terminate this Agreement immediately upon written notice to the breaching Party stating the effective date of termination. This remedy shall be in addition to any other remedy available at law or in equity.

4.1 Payment upon termination: In the event of termination of this Agreement, the FACILITY agrees to pay NES all amounts owed hereunder or pursuant to any applicable Services provided through the effective date of the termination within 5 days.

5.0 Governing Law, Jurisdiction and Venue: This Agreement shall be deemed to have been made in, and shall be construed pursuant to the Laws of, the State of Texas, excluding its choice of Law principles. Venue for any actions shall be the applicable courts covering Bexar County, Texas.

6.0 Claims: FACILITY shall provide NES with prompt written notice of any events of which it becomes aware which might reasonably result in a request by NES of a change to the terms herein. NES responds to (FACILITY)’s written notice within five (5) business days after any event which may give rise to a claim by NES for a change in the terms herein or in the scheduled date of the completion of Services informing FACILITY of whether or not any such change will be requested.

7.0 Safety: Both parties shall comply with all safety requirements and all OSHA, federal, state and local safety rules and regulations that may apply during the performance of Services to include but not limited to workplace violence provisions. Assigned Employees may only be placed in assignments that match the job description for which NES assigns them; if an Assigned Employee is asked to float to another department with the FACILITY, the department must be a like department or unit and the float employee must have demonstrated previous competency and have the appropriate certifications, credentials for that department/unit. FACILITY will contact NES to determine whether or not HCW may be assigned or floated to any unit outside of competency level prior to reassignment.

8.0 Permits and Licenses: : NES shall verify, keep and provide to FACILITY (upon request): (a) all applicable permits, certificates and licenses (including professional licenses, if applicable), education, and work experience necessary for NES HCW to perform assigned services to FACILITY; (b) verification that a criminal background check has been completed for HCW, all agency nurses submit their application through Frontline for a background check; and (c) verification that HCW has been properly immunized in accordance with current immunization guidelines.

9.0 Responsibility for Worker’s Compensation and Insurance:

9.1 NES shall maintain workers' compensation insurance. NES shall also provide employer's liability, commercial or comprehensive general liability (as applicable to FACILITY). NES shall comply with the workers' compensation law concerning NES and the employees of NES. NES shall maintain professional liability (Malpractice) insurance as needed. NES will provide proof of insurance to FACILITY if requested.

9.2 Before commencing work under this contract, NES shall acquire and maintain necessary insurance. Policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the FACILITY's interest will be provided with 30 days written notice.

10.0 Employment Practices:

10.1 Upon request, NES shall submit the names and qualifications of the employees it proposes to assign to perform services. FACILITY shall have the right to disapprove all unqualified candidates proposed by NES.

10.2 As the provider of staffing services, NES will be the employer of Assigned Employees and shall not by reason of their assignment to FACILITY through NES become employees of the FACILITY. NES will instruct its personnel that they are employed by NES, and that they must comply with NES' rules, regulations and policies, as well as those of FACILITY.

10.3 NES shall comply with regulations and orders relating to Equal Employment Opportunity (EEO). Upon request, NES shall furnish FACILITY with its policies and procedures relating to its EEO practices.

10.4 NES will supply employees with a system for accurately recording hours worked and will make signed copies of them available to FACILITY for audit.

10.5 NES shall be responsible for the payment of all wages, salaries, fringe benefits (if applicable) and other compensation of, or claimed by, NES' employees including without limitation, contributions to any employee benefit, medical or savings plan provided by NES (if applicable) and shall be responsible for all payroll taxes including, without limitation, the withholding and payment of all federal, state and local income taxes, FICA, unemployment taxes and all other payroll taxes. NES shall indemnify, defend, save and hold FACILITY harmless from all claims of any nature or kind and demands by any person, government or agency as a result of or relating to such payment of taxes and benefits, including without limitation, any penalties and interest which may be assessed against (FACILITY).

10.6 It shall be the responsibility of FACILITY to notify NES within 24 hours of any event that includes competency issues, incidents, and/or complaints related to the Assigned Employee and/or NES. FACILITY agrees to initiate communication with NES whenever an incident/injury report related to the Assigned Employee is completed. Upon notification, NES shall document and track all unexpected incidents, including errors, sentinel events and other events, injuries and safety hazards related to the care and services provided. FACILITY will provide written documentation for any unsatisfactory performance conducted by the HCW. FACILITY reserves the right to terminate without advance notice, (but will provide written documentation) the assignment of any of NES' employees for any of the following reasons:

- a. NES' employee's inability to perform his/her duties.
- b. NES' employee is not meeting the desired level of expertise as needed for the adequate performance of the Services.
- c. FACILITY has a reasonable belief that NES' employee is jeopardizing the FACILITY's reputation and/or performance.

10.7 NES will use its best efforts to replace any personnel in accordance with the terms of the Agreement. NES shall submit additional resumes to FACILITY for the purpose of filling vacancies created by removal of personnel as a result of termination or resignation. FACILITY shall pay NES for their removed employee's number of hours worked at the rate specified in Addendum A for services rendered up to their date of termination.

10.8 FACILITY shall maintain a safe working environment and provide all appropriate personal protecting equipment (PPE), such as gloves, gown, masks, particulate respirator masks, goggles and other protective apparel, etc., as appropriate for assignment.

10.9 It shall be the responsibility of the FACILITY to cooperate in an evaluation of each Assigned Employee relative to such employee's ability to perform specific job functions upon completion of employee's assignment.

11. Confidentiality: FACILITY agrees to preserve the confidentiality of this Agreement. NES will provide confidential or proprietary information about NES HCW's as part of providing staffing services to FACILITY. NES expends time, energy and expense in developing information about NES HCW'S. FACILITY specifically agrees not to share any confidential information for its own benefit or disclose or otherwise disseminate to third-parties, directly or indirectly without prior written consent.

12. Not Ineligible to Participate In Federal Programs. The parties represent and warrant they are not listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal programs, including Medicare and Medicaid, and are not listed, nor have any current reason to believe that during the term of this Agreement will be so listed, on the HHS-OIG Cumulative Sanctions Report or the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs. The parties agree that either may terminate this Agreement, upon notice to the other, in the event that either party is listed on the HHS-OIG Cumulative Sanctions Report or on the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

13. HIPPA Compliance.

13.1 NES and its HCW agree to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC §1320 d-8 and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 142 (“HIPAA”). NES shall at all times safeguard the integrity, security, and confidentiality of individually identifiable health information. To accomplish this requirement, NES shall maintain reasonable and appropriate administrative, technical, and physical safeguards as specified in 42 U.S.C. Section 1320d-2(d)(2). NES shall familiarize its Staff, NES, employees, subcontractors and representative with the privacy and security policies of FACILITY applicable to Client’s Health Information. NES and FACILITY shall promptly report to one another any unexpected incidents regarding any breach of integrity, security, or confidentiality of FACILITY’s Health Information. NES agrees that at all times while on FACILITY’S location, NES HCW are subject to the supervision of FACILITY’S administration and are considered part of FACILITY’S workforce only for the purpose of access to any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. 1320d.

13.2 Notwithstanding the foregoing, NES shall indemnify FACILITY for any damages, fines, expenses and fees (including reasonable attorney's fees) pursuant to this Section incurred by FACILITY as a result of violations of HIPAA by the NES HCW.

14. Conflict of Interest:

NES affirms that to the best of their knowledge there exists no actual or potential conflict of interest between NES’ business or financial interest and services provided under this agreement. In the event of change, which results in a potential conflict of interest, NES will promptly notify FACILITY.

15. Entire Agreement:

15.1 FACILITY’s acceptance of this Agreement is expressly limited to the terms and conditions herein contained and any supplemental terms and conditions attached hereto; and any additional or different terms heretofore or hereafter proposed by NES in any

quotation, acknowledgement, sales order, agreement, or otherwise are rejected. NES' acceptance shall constitute assent to the terms and conditions of this Agreement between FACILITY and NES and shall not be varied, supplemented, qualified, modified, or interpreted by any prior course of dealings.

15.2 This Agreement supersedes and voids all contract terms contained in any earlier agreements between the parties. There are no other oral or written agreements between the parties supplemental or contrary to this Agreement and nothing in the paragraph headings or any part of this Agreement is intended to limit or otherwise define the terms, intent or meaning of this Agreement.

15.3 In the event that any particular provision of this agreement shall be found to be contrary to law, that provision shall be considered removed from this agreement by consent of both parties and shall not affect the enforceability of the remainder of the Agreement.

16. Successors of Parties: This Agreement is binding on the parties and their respective legal representatives, trustees, successors and assignees.

17. Pricing: For the 2023 and 2024 school years:

RNs: \$58.00 per hour

LVNs: \$45.00 per hour

CNAs: \$28 per hour

Any work done by the above nursing staff is not to exceed a total of \$200,000 for the school year.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

FACILITY: Edgewood Independent School District

Signature/Title: _____

Date: _____

Donald L. Mooney Enterprises, LLC DBA NURSES Etc STAFFING

Signature/Title: _____

Date: _____

Addendum A: Rate Schedule



Staff Classification	Per Diem Local Per Hour	Per Diem Out of Town Per Hour	Direct Hire Fee (% of Annual Salary)	OT/Holiday Per Hour	Call Back Per Hour	
Advance Practice	Rates upon Request	Rates upon Request	17%	1.5 X Regular Rate	1.5 X Regular Rate	
Nursing						
Specialty Registered Nurse (RN)	\$ 60.00	\$ 62.00		1.5	1.5	
Non-Specialty Nurse (RN)	\$ 58.00	\$ 60.00		1.5	1.5	
Licensed Vocational Nurse (LVN)	\$ 45.00	\$ 47.00		1.5	1.5	
Certified Nursing Assistant (C.N.A.)	\$ 28.00	\$ 30.00		1.5	1.5	
Surgical Technician	\$ 40.00	\$ 42.00		1.5	1.5	
Sterile Processing Technician	\$ 38.00	\$ 40.00		1.5	1.5	
Patient Care Technician	\$ 24.00	\$ 26.00		1.5	1.5	
Therapy						
Physical Therapist (PT)*	\$ 75.00	\$ 77.00		1.5	1.5	
Occupational Therapist (OT)*	\$ 75.00	\$ 77.00		1.5	1.5	
Speech Language Pathologist (SLP)*	\$ 75.00	\$ 77.00		1.5	1.5	
Physical Therapy Assistant (PTA)*	\$ 58.00	\$ 60.00		1.5	1.5	
Occupational Therapy Assistant (OTA/COTA)*	\$ 58.00	\$ 60.00		1.5	1.5	
Respiratory Therapist (RRT/CRT)	\$ 49.00	\$ 51.00		1.5	1.5	
Sleep Technician	\$ 51.00	\$ 53.00		1.5	1.5	
Social Worker	\$ 53.00	\$ 55.00				
Laboratory						
Specimen Collector	\$ 21.00	\$ 23.00		1.5	1.5	
Phlebotomist	\$ 21.00	\$ 23.00		1.5	1.5	
Medical Assistant (MA)	\$ 28.00	\$ 30.00		1.5	1.5	
Medical Laboratory Technician (MLT)	\$ 54.00	\$ 56.00		1.5	1.5	
Medical Technologist (MT)	\$ 56.00	\$ 58.00		1.5	1.5	
Dietary						
Cook	\$ 27.00	\$ 29.00		1.5	1.5	
Dietitian-Aide	\$ 25.00	\$ 27.00		1.5	1.5	
Pharmacy						
Pharmacy Technician	\$ 43.00	\$ 45.00		1.5	1.5	
Pharmacist	\$ 95.00	\$ 97.00		1.5	1.5	
Dietician	\$ 55.00	\$ 57.00		1.5	1.5	
Med-Aide	\$ 28.00	\$ 30.00		1.5	1.5	
Imaging						
EEG Technician	\$ 43.00	\$ 45.00		1.5	1.5	
EKG /Monitor Technician	\$ 45.00	\$ 47.00		1.5	1.5	
Radiology Technician -ALL specialties *	\$ 55.00	\$ 57.00		1.5	1.5	
Ultrasound Technician - ALL specialties *	\$ 63.00	\$ 65.00		1.5	1.5	
Cath Lab Tech	\$ 71.00	\$ 73.00		1.5	1.5	
Ancillary						
Administrative Assistant	\$ 28.00	\$ 30.00		1.5	1.5	
Patient Account Representative/Unit Clerk	\$ 24.50	\$ 26.50		1.5	1.5	
Customer Service Representative	\$ 23.00	\$ 25.00		1.5	1.5	
(*) denotes all staff classifications that require a four (4) hour minimum						
Facility orientation 2 hours billed at assigned hourly rate						

Note: Out of town rates apply if the assigned caregiver must travel more than 25 miles from caregiver residence to facility/patient

Note: Mileage rate of \$0.32 per mile applies if caregiver is tasked to drive personal vehicle from facility to place of care and back

Facility Signature: _____

Date _____

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.

Donald L. Mooney Enterprises, LLC dba NURSES Etc STAFFING
San Antonio, TX United States

Certificate Number:
2023-1060697

Date Filed:
08/16/2023

Date Acknowledged:

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

Edgewood 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.

Edgewood ISD Nursing Services
Edgewood Independent School District Nursing Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mooney, Donald L.	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Jennifer Larios Eddy, and my date of birth is 12/10/1971.

My address is 16302 Pleasantville Rd, Ste 211, San Antonio, TX, 78233, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 16th day of August, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Edgewood Independent School District

Regular Board Meeting

Date: August 22, 2023

AGENDA SECTION: Consent Item

SUBJECT: Consideration and approval of the first reading of Board Policy AE (LOCAL) - Educational Philosophy.

BOARD POLICY: BF (Local)

SUPERINTENDENT PRIORITY(S):
(Select all applicable priorities)

- ☒ Priority 1 – Focus on Student Success
- ☐ Priority 2 – Focus on Students, Families and Community
- ☐ Priority 3 – Focus on Operational Excellence
- ☐ Priority 4 – Focus on Employees & Organizational Improvement
- ☐ Priority 5 – Focus on Financial Stewardship

ACCOUNT CODE(S): N/A

PREPARED/PRESENTED BY: Cynthia Trevino, Chief of Human Resources and Student Services

Background Information

Board Policy AE (LOCAL) Educational Philosophy defines the district's vision, mission, Board role, and Superintendent role. The Board approved revised Student Outcome Goals in 2022-2023. As a result, these changes are included in the revised policy AE (LOCAL).

Board's Student Outcome Goals for the Superintendent:

1. The percentage of students in grade 3 who score at "meets" or above on STAAR Reading will increase from 26 percent to 60 percent by June 2027 (Baseline Grade 3 STAAR Reading measure June 2022).
2. The percentage of students in grade 3 who score at "meets" or above on STAAR Mathematics will increase from 20 percent to 50 percent by June 2027 (Baseline Grade 3 STAAR Mathematics measure June 2022).
3. The College, Career, and Military Readiness raw score (% of graduates who met the CCR standard) will increase from 43 percent to 85 percent by June 2027 (Baseline CCMR measure June 2022).

Administrative Considerations

The Board approves the updates

Communication Deployment

Board Minutes, Board Update

Edgewood ISD provides an exceptional learning experience that engages, empowers, and prepares students to compete and reach their highest potential in an ever-changing world.

Edgewood Independent School District

Suggested Motion:

The Board approves the first reading of Board Policy AE (LOCAL) - Educational Philosophy.

Respectfully submitted,
Dr. Eduardo Hernandez, Superintendent of Schools

PROPOSED REVISIONS

Mission	Edgewood ISD provides an exceptional learning experience that engages, empowers, and prepares students to compete and reach their highest potential in an ever-changing world.
Vision	For every child, success in life. Edgewood Proud!
Board's Role	The Board shall: 1. Ensure creation of a shared mission/vision that promotes improved student outcomes. The Board shall accomplish this by incorporating the community's vision and values into student outcome goals, Superintendent constraints, and Board constraints. 2. Measure and communicate how well the mission/vision is being accomplished. The Board shall accomplish this by collectively ensuring accountability through monthly monitoring of District performance to ensure progress toward the vision and values and regular communications to the community. 3. Provide guidance and direction for accomplishing the mission/vision. The Board shall accomplish this by creating structure for the District through distinct Board and Superintendent roles and responsibilities, which includes selecting the Superintendent, delegating to the Superintendent the authority and responsibility to implement the Board's goals within law and the Superintendent constraints, and considering and voting on the Superintendent's recommendations. 4. Work with the Superintendent to lead the District toward the mission/vision. The Board shall accomplish this by behaving in a manner that demonstrates the unity of the Board and the District. 5. Promote the mission/vision. The Board shall accomplish this by providing advocacy for students, families, staff, and stakeholders. In carrying out the above activities, the Board shall at all times comply with the Education Code and other law, as applicable.
Superintendent's Role	The Superintendent, as the Board's sole delegate (excluding the school attorney and internal auditor) for managing District operations, shall be responsible for accomplishing the Board's student outcome goals within the boundaries provided by the Board, Superintendent constraints, and state and federal law. State and federal law require board adoption of policies on a variety of topics. The Board's adopted policies in the District's local

EDUCATIONAL PHILOSOPHY

AE
(LOCAL)

policy manual constitute compliance with these legal requirements. In accordance with state law, the Superintendent shall be responsible for preparing recommendations for policies to be adopted by the Board, overseeing implementation of adopted policies, and developing appropriate administrative regulations. In recommending policy for Board adoption, the Superintendent shall identify when the Board is required to adopt policy or has statutory decision-making authority that cannot be delegated to the Superintendent. Required Board policy addressing administrative issues shall be handled by consent agenda, with the Superintendent informing the Board of substantive changes. Any operational issues not required to be Board adopted shall be addressed in administrative regulations and the Board shall take necessary steps to remove such issues from all policies in the C–G (LOCAL) policy series.

**Board's Student
Outcome Goals for
the Superintendent**

The Board's student outcome goals, as aligned with the District's vision, are as follows:

1. The percentage of students in grade 3 who score at "meets" or above on STAAR Reading will increase from 26 percent to 60 percent by June 2027 (Baseline Grade 3 STAAR Reading measure June 2022).
2. The percentage of students in grade 3 who score at "meets" or above on STAAR Mathematics will increase from 20 percent to 50 percent by June 2027 (Baseline Grade 3 STAAR Mathematics measure June 2022).
3. The College, Career, and Military Readiness raw score (% of graduates who met the CCR standard) will increase from 43 percent to 85 percent by June 2027 (Baseline CCMR measure June 2022).

**Board's Constraints
for the
Superintendent**

While in pursuit of the Board's student outcome goals, the Superintendent shall not allow:

1. Adult convenience or preference to take priority over the academic progress of our students;
2. Student outcome goal oriented professional learning to decrease; or
3. The percentage of teachers leaving the district to increase.

The District shall pursue a System of Great Schools theory of action where central administration devolves autonomy to schools, empowers parents to make choices, creates performance requirements with campuses, annually evaluates performance of and demand for schools, and makes strategic decisions regarding growing access to high performing schools and addressing low

EDUCATIONAL PHILOSOPHY

AE
(LOCAL)

performers. Campus performance requirements shall require the campus to accomplish the Board's student outcome goals while operating within the Board's other constraints.

The Superintendent shall interpret the Superintendent constraints and, in consultation with the Board, select constraint progress measures (CPMs) for each constraint. [See AE (EXHIBIT)]

**Board's Constraints
for the Board**

The Board shall operate within the Board's role, as defined above, and the Board's operating procedures. The Board, either collectively or through the actions of individual Trustees, shall not:

1. Make modifications, additions, or subtractions, to policy AE(LOCAL) more than once a year;
2. Perform or appear to perform any of the roles delegated to the Superintendent; or
3. Violate this or any other Board-adopted policy or Board operating procedures.

**Board Self-
Evaluation**

The Board shall conduct formative self-evaluations at least quarterly and within 45 days prior to conducting the annual summative Superintendent evaluation. The Board shall self-evaluate quarterly using the TEA Implementation Fidelity Instrument.

**Superintendent's
Evaluation**

The Board shall annually evaluate the Superintendent based on the District's achievement of the Board's student outcome goals and compliance with the Superintendent constraints. Accomplishment of at least 80 percent of the adopted progress measures' (GPMs and CPMs) annual targets shall be an automatic indicator of success; below that threshold, the Board's judgment shall be the indicator of success.

Theory of Action

The District shall begin to transition from a Managed Instruction theory of action to an Earned Autonomy theory of action with the goal of having implemented a System of Great Schools theory of action by 2022.

In an Earned Autonomy theory of action, the central administration shall directly administer some campuses and grant varying levels of autonomy to other campuses. The central administration shall clearly define operational thresholds that deserve higher levels of autonomy, and the specific autonomies earned, consistent with Board student outcome goals and constraints. The administration shall methodically identify paths for performance improvement, align educator incentives with student performance, and ensure that educator placement is a function of student needs rather than adult preferences. Responsibility for accomplishing the Board's student outcome goals while operating within the Board's constraints

EDUCATIONAL PHILOSOPHY

AE
(LOCAL)

shall vary by context between central administration and campus administration.

Within no more than five years, the District shall transition to a System of Great Schools theory of action where central administration grants autonomy to schools, empowers parents to make choices, creates performance requirements with campuses, annually evaluates performance of and demand for schools, and makes strategic decisions regarding growing access to high performing schools and addressing low performers. To begin this transition, the District is exploring in-District charter opportunities as well as other partnerships. Campus performance requirements shall require the campus to accomplish the Board's student outcome goals while operating within the Board's other constraints.

PROPOSED REVISIONS

Mission	Edgewood ISD provides an exceptional learning experience that engages, empowers, and prepares students to compete and reach their highest potential in an ever-changing world.
Vision	For every child, success in life. Edgewood Proud!
Board's Role	The Board shall: 1. Ensure creation of a shared mission/vision that promotes improved student outcomes. The Board shall accomplish this by incorporating the community's vision and values into student outcome goals, Superintendent constraints, and Board constraints. 2. Measure and communicate how well the mission/vision is being accomplished. The Board shall accomplish this by collectively ensuring accountability through monthly monitoring of District performance to ensure progress toward the vision and values and regular communications to the community. 3. Provide guidance and direction for accomplishing the mission/vision. The Board shall accomplish this by creating structure for the District through distinct Board and Superintendent roles and responsibilities, which includes selecting the Superintendent, delegating to the Superintendent the authority and responsibility to implement the Board's goals within law and the Superintendent constraints, and considering and voting on the Superintendent's recommendations. 4. Work with the Superintendent to lead the District toward the mission/vision. The Board shall accomplish this by behaving in a manner that demonstrates the unity of the Board and the District. 5. Promote the mission/vision. The Board shall accomplish this by providing advocacy for students, families, staff, and stakeholders. In carrying out the above activities, the Board shall at all times comply with the Education Code and other law, as applicable.
Superintendent's Role	The Superintendent, as the Board's sole delegate (excluding the school attorney and internal auditor) for managing District operations, shall be responsible for accomplishing the Board's student outcome goals within the boundaries provided by the Board, Superintendent constraints, and state and federal law. State and federal law require board adoption of policies on a variety of topics. The Board's adopted policies in the District's local

EDUCATIONAL PHILOSOPHY

AE
(LOCAL)

Board's Student
Outcome Goals for
the Superintendent

policy manual constitute compliance with these legal requirements. In accordance with state law, the Superintendent shall be responsible for preparing recommendations for policies to be adopted by the Board, overseeing implementation of adopted policies, and developing appropriate administrative regulations. In recommending policy for Board adoption, the Superintendent shall identify when the Board is required to adopt policy or has statutory decision-making authority that cannot be delegated to the Superintendent. Required Board policy addressing administrative issues shall be handled by consent agenda, with the Superintendent informing the Board of substantive changes. Any operational issues not required to be Board adopted shall be addressed in administrative regulations and the Board shall take necessary steps to remove such issues from all policies in the C-G (LOCAL) policy series.

The Board's student outcome goals, as aligned with the District's vision, are as follows:

1. The percentage of students in grade 3 who score at "meets" or above on STAAR Reading will increase from 26 percent to 60 percent by June 2027 (Baseline Grade 3 STAAR Reading measure June 2022).
2. The percentage of students in grade 3 who score at "meets" or above on STAAR Mathematics will increase from 20 percent to 50 percent by June 2027 (Baseline Grade 3 STAAR Mathematics measure June 2022).
3. The College, Career, and Military Readiness raw score (% of graduates who met the CCR standard) will increase from 43 percent to 85 percent by June 2027 (Baseline CCMR measure June 2022).

Board's Constraints
for the
Superintendent

While in pursuit of the Board's student outcome goals, the Superintendent shall not allow:

1. Adult convenience or preference to take priority over the academic progress of our students;
2. Student outcome goal oriented professional learning to decrease; or
3. The percentage of teachers leaving the district to increase.

The District shall pursue a System of Great Schools theory of action where central administration devolves autonomy to schools, empowers parents to make choices, creates performance requirements with campuses, annually evaluates performance of and demand for schools, and makes strategic decisions regarding growing access to high performing schools and addressing low

Deleted: percent

Deleted: kindergarten-

Deleted: reading on

Deleted: grade level

Deleted: 54

Deleted: 64

Deleted: 2022 (baseline

Deleted: May 2017).

Deleted: percent

Deleted: grades 3-Algebra 1 meeting standard

Deleted: 66

Deleted: 76

Deleted: 2023 (baseline measure 2018

Deleted:).

Deleted: scaled

Deleted: 61

Deleted: 82

Deleted: 2023 (baseline

Deleted: class of 2017 reported in 2018).

Deleted: -

Deleted: (baseline established January 2018);

Deleted: of the top quartile

EDUCATIONAL PHILOSOPHY

AE
(LOCAL)

	performers. Campus performance requirements shall require the campus to accomplish the Board's student outcome goals while operating within the Board's other constraints. The Superintendent shall interpret the Superintendent constraints and, in consultation with the Board, select constraint progress measures (CPMs) for each constraint. [See AE (EXHIBIT)]
Board's Constraints for the Board	The Board shall operate within the Board's role, as defined above, and the Board's operating procedures. The Board, either collectively or through the actions of individual Trustees, shall not: 1. Make modifications, additions, or subtractions, to policy AE(LOCAL) more than once a year; 2. Perform or appear to perform any of the roles delegated to the Superintendent; or 3. Violate this or any other Board-adopted policy or Board operating procedures.
Board Self-Evaluation	The Board shall conduct formative self-evaluations at least quarterly and within 45 days prior to conducting the annual summative Superintendent evaluation. The Board shall self-evaluate quarterly using the TEA Implementation Fidelity Instrument.
Superintendent's Evaluation	The Board shall annually evaluate the Superintendent based on the District's achievement of the Board's student outcome goals and compliance with the Superintendent constraints. Accomplishment of at least 80 percent of the adopted progress measures' (GPMs and CPMs) annual targets shall be an automatic indicator of success; below that threshold, the Board's judgment shall be the indicator of success.
Theory of Action	The District shall begin to transition from a Managed Instruction theory of action to an Earned Autonomy theory of action with the goal of having implemented a System of Great Schools theory of action by 2022. In an Earned Autonomy theory of action, the central administration shall directly administer some campuses and grant varying levels of autonomy to other campuses. The central administration shall clearly define operational thresholds that deserve higher levels of autonomy, and the specific autonomies earned, consistent with Board student outcome goals and constraints. The administration shall methodically identify paths for performance improvement, align educator incentives with student performance, and ensure that educator placement is a function of student needs rather than adult preferences. Responsibility for accomplishing the Board's student outcome goals while operating within the Board's constraints

EDUCATIONAL PHILOSOPHY

AE
(LOCAL)

shall vary by context between central administration and campus administration.

Within no more than five years, the District shall transition to a System of Great Schools theory of action where central administration grants autonomy to schools, empowers parents to make choices, creates performance requirements with campuses, annually evaluates performance of and demand for schools, and makes strategic decisions regarding growing access to high performing schools and addressing low performers. To begin this transition, the District is exploring in-District charter opportunities as well as other partnerships. Campus performance requirements shall require the campus to accomplish the Board's student outcome goals while operating within the Board's other constraints.

Edgewood Independent School District

Regular Board Meeting

Date: August 22, 2023

AGENDA SECTION: Consent

SUBJECT: Consideration and Approval regarding specific personnel matter(s).
Section 21.105 deals with Probationary Contract and Section 21.106
Term Contract abandonment.

BOARD POLICY: DEF (LEGAL)

BOARD/SUPERINTENDENT PRIORITY(S):
(Select all applicable priorities)

- ☒ Priority 1 – Focus on Student Success
- ☒ Priority 2 – Focus on Students, Families and Community
- ☒ Priority 3 – Focus on Operational Excellence
- ☒ Priority 4 – Focus on Employees & Organizational Improvement
- ☐ Priority 5 – Focus on Financial Stewardship

ACCOUNT CODE(S): N/A

PREPARED/PRESENTED BY: Cynthia Treviño, Chief of Human Resources & Student Services

Background Information

The Human Resources Office received some teacher resignations in the past few weeks. HR administrative staff scheduled a meeting/phone call, to talk through the resignation process with the teachers.

As we see an influx in teacher resignations, the Human Resources Office will proceed with submitting a recommendation to the Board to sanction teaching credentials for those teachers who proceed to break contract with the district.

As we continue to work with our staff, please know that the teacher resignations will impact on our teacher turnover rate for the 2023-2024 school year.

Administrative Consideration

Consideration and Approval of action to render a finding that good cause did not exist under Texas Education Code § 21.105 and authorizing the Superintendent to file a written complaint with the State Board for Educator Certification for contract abandonment by Term Contract Employee (s) and Probationary Contract Employee(s).

Communication Deployment

Board Workshop, Board Updates, Board Briefings, Board Minutes

Edgewood Independent School District

Suggested Motion

Consideration and Approval of action to render a finding that good cause did not exist under Texas Education Code § 21.105 and authorizing the Superintendent to file a written complaint with the State Board for Educator Certification for contract abandonment by Term Contract Employee (s) and Probationary Contract Employee(s).

Respectfully submitted,
Dr. Eduardo Hernandez, Superintendent of Schools

Edgewood Independent School District

Regular Board Meeting

Date: August 22, 2023

AGENDA SECTION: Consent

SUBJECT: Consideration and approval of the Board Meeting Minutes:

1. Public Hearing, June 6, 2023
2. Regular Board Meeting, June 6, 2023

BOARD POLICY: BE (Legal) and BE (Local)

BOARD/SUPERINTENDENT ☒ Priority 1 - Focus on Student Success
PRIORITY: ☒ Priority 2 - Focus on Students, Families and Community
☒ Priority 3 – Focus on Operational Excellence
☒ Priority 4 – Focus on Employees & Organizational Improvement
☒ Priority 5 – Focus on Financial Stewardship

ACCOUNT CODE(S): N/A

PREPARED/PRESENTED BY: Amelia M. Castillo, Board Operations Manager

Background Information:

Board Policy BE (Legal) and BE (Local) regarding Board Minutes states that the Board action shall be carefully recorded by the secretary or clerk; when approved, these minutes shall serve as the legal recording of official Board actions. The written minutes of all meetings shall be approved by the School Board, signed by the President and the Secretary of the Board.

Administrative Considerations:

Consideration and approval of Board Meeting Minutes:

1. Public Hearing, June 6, 2023
2. Regular Board Meeting, June 6, 2023

Communication Deployment:

Board Minutes

Suggested Motion:

N/A

Respectfully submitted,
Dr. Eduardo Hernandez, Superintendent of Schools



SCHOOL BOARD
MARTHA CASTILLA
Board President
JAMES HERNANDEZ
Vice President
JOSEPH GUERRA
Secretary
FRANK ESPINOSA
Member
LUIS GOMEZ
Member
MICHAEL VALDEZ
Member
RICHARD SANTOYO
Member

DR. EDUARDO HERNANDEZ
Superintendent

School Board Public Hearing

Tuesday, June 6, 2023

5:45 PM

District Conference Center, 1930 Herbert Lane, San Antonio, TX 78227

AGENDA

Mission – Edgewood ISD provides an exceptional learning experience that engages, empowers, and prepares students to compete and reach their highest potential in an ever-changing World.

Vision – For every child, success in life. Edgewood Proud!

Edgewood ISD Strategic Goals –

- **North Star Goal:** The number of STAAR accountable campuses rated “A” or “B” will increase from four (4) campuses in 2022 to sixteen (16) campuses by June 2028 (Baseline measure in June 2022).
- **Lone Star Governance (LSG) Goal 1:** The percent of students in grade 3 who score at “meets” or above STAAR reading will increase from 26 percent to 60 percent by June 2027 (Baseline grade 3 STAAR Reading measure June 2022).
- **Lone Star Governance (LSG) Goal 2:** The percentage of students in grade 3 who score at “meets” or above on STAAR Mathematics will increase from 20 percent to 50 percent by June 2027 (Baseline grade 3 STAAR Mathematics measure June 2022).
- **Lone Star Governance (LSG) Goal 3:** The College and Career Readiness raw score (% of graduates who met the CCR standard) will increase from 43 percent to 85 percent by June 2027 (Baseline CCMR measure June 2022).
- **Local Goal 1:** Edgewood ISD will provide its two-way communication and parent engagement as indicated by improving its net promoter score from a negative net promoter score in May 2022 to a positive net promoter score by June 2028 (Baseline net promoter measure May 2022).
- **Local Goal 2:** Edgewood ISD will improve student life readiness skills for students in grades 6-12 by increasing our satisfactory rate from 0% in September 2022 to 85% by May 2028 as indicated in the College, Career, and Life Readiness Framework Six Competencies (Baseline student in readiness skills measure September 2022).

#1 Outcome: Graduate ALL Scholars College, Career or Military Ready per their expected date of graduation!

Board/Superintendent Priorities –

- Priority 1: Focus on Student Success
- Priority 2: Focus on Students, Families and Community
- Priority 3: Focus on Operational Excellence
- Priority 4: Focus on Employees and Organizational Improvement
- Priority 5: Focus on Financial Stewardship

1. Call Meeting to Order at 5:45 p.m.

Presenter: Martha Castilla, Board President

A. Roll Call

Presenter: Martha Castilla, Board President

Dr. James Hernández – present

Joseph Guerra – present

Frank Espinosa – present

Luis Gomez – present

Michael Valdez – present

Richard Santoyo – present

Martha Castilla – present

5:47 p.m. Board Secretary Guerra calls for the record to show Trustee Valdez has just arrived.

2. Communication from Citizens:

Presenter: Amelia M. Castillo, Board Operations Manager

No communications from citizens

3. Presentation/Discussions:

5:48 p.m.

Motion: Motion made by Board Secretary Joseph Guerra and Board Member Luis Gomez seconds to open Public Hearing to hear a presentation regarding the Notice of the Public Hearing to discuss the Edgewood Independent School District 2023-2024 Budget and Proposed Tax Rate. A vote was taken, 7-0 motion carries.

A. The School Board will hear a presentation regarding the Notice of Public Hearing to discuss the Edgewood Independent School District 2023-2024 Budget and Proposed Tax Rate

Presenter: Pamela Bendele, Chief Financial Officer

5:49 p.m.

Ms. Pamela Bendele presents information regarding 2023-24 budget and proposed tax rate. Full presentation can be viewed on district website. No public comment regarding 2023-24 budget or proposed tax rate.

Trustee Valdez requests for next year to ask what the community, students, and parents what they want to see in our budget priorities.

Superintendent Dr. Hernandez highlights in the budget and presentation that information regarding ESSER is added because there has been conversations with students and parents to

include lunch with students that Trustee Valdez had attended and other board members as well as the ESSER meetings at campuses and workshops that the public can attend. We do ask for input from different audiences as it is required but also the right thing to do.

6:01 p.m.

Motion: Motion made by Board Secretary Joseph Guerra and Board Member Luis Gomez seconds to close the Public Hearing. A vote was taken, 7-0 motion carries.

4. Adjournment:

Motion: Motion made by Board Secretary Joseph Guerra and Board Member Luis Gomez seconds to adjourn meeting, a vote was taken, 7-0 motion carries to adjourn meeting at 6:01 p.m.

X

Martha Castilla
Board President

X

Joseph Guerra
Board Secretary

X

Date



SCHOOL BOARD
MARTHA CASTILLA
Board President
JAMES HERNANDEZ
Vice President
JOSEPH GUERRA
Secretary
FRANK ESPINOSA
Member
LUIS GOMEZ
Member
MICHAEL VALDEZ
Member
RICHARD SANTOYO
Member

DR. EDUARDO HERNANDEZ
Superintendent

School Board Regular Meeting

Tuesday, June 6, 2023

6:00 PM

District Conference Center, 1930 Herbert Lane, San Antonio, TX 78227

AGENDA

Mission – Edgewood ISD provides an exceptional learning experience that engages, empowers, and prepares students to compete and reach their highest potential in an ever-changing World.

Vision – For every child, success in life. Edgewood Proud!

Edgewood ISD Strategic Goals –

- **North Star Goal:** The number of STAAR accountable campuses rated “A” or “B” will increase from four (4) campuses in 2022 to sixteen (16) campuses by June 2028 (Baseline measure in June 2022).
- **Lone Star Governance (LSG) Goal 1:** The percent of students in grade 3 who score at “meets” or above STAAR reading will increase from 26 percent to 60 percent by June 2027 (Baseline grade 3 STAAR Reading measure June 2022).
- **Lone Star Governance (LSG) Goal 2:** The percent of students in grade 3 who score at “meets” or above on STAAR Mathematics will increase from 20 percent to 50 percent by June 2027 (Baseline grade 3 STAAR Mathematics measure June 2022).
- **Lone Star Governance (LSG) Goal 3:** The College and Career Readiness raw score (% of graduates who met the CCR standard) will increase from 43 percent to 85 percent by June 2027 (Baseline CCMR measure June 2022).
- **Local Goal 1:** Edgewood ISD will provide its two-way communication and parent engagement as indicated by improving its net promoter score from a negative net promoter score in May 2022 to a positive net promoter score by June 2028 (Baseline net promoter measure May 2022).
- **Local Goal 2:** Edgewood ISD will improve student life readiness skills for students in grades 6-12 by increasing our satisfactory rate from 0% in September 2022 to 85% by May 2028 as indicated in the College, Career, and Life Readiness Framework Six Competencies (Baseline student in readiness skills measure September 2022).

#1 Outcome: Graduate ALL Scholars College, Career or Military Ready per their expected date of graduation!

Board/Superintendent Priorities -

- Priority 1: Focus on Student Success
- Priority 2: Focus on Students, Families and Community
- Priority 3: Focus on Operational Excellence
- Priority 4: Focus on Employees and Organizational Improvement
- Priority 5: Focus on Financial Stewardship

1. Call Meeting to Order at 6:02 p.m.

Presenter: Martha Castilla, Board President

A. Roll Call

Presenter: Martha Castilla, Board President

Dr. James Hernandez – present

Joseph Guerra – present

Frank Espinosa – present

Luis Gomez – present

Michael Valdez – present

Richard Santoyo – present

Martha Castilla – present

B. Pledge of Allegiance to US and Texas Flag

Presenter: Olga Moucoulis, Chief of Staff and Communications

C. Moment of Silence

Presenter: Olga Moucoulis, Chief of Staff and Communications

2. Communication from Citizens:

Presenter: Amelia M. Castillo, Board Operations Manager

No communication from citizens

3. Superintendent's Report:

A. Update of Current District Events, Information, Operations and Programs

Presenter: Dr. Eduardo Hernandez, Superintendent of Schools

6:04 p.m.

Superintendent Dr. Hernandez presents on district events, information, and highlights.

Dr. Hernandez asks for comments from trustees regarding any highlights.

Board Secretary Joseph Guerra – to the Edgewood District Veterans and the Compadres for Scholarships do a lot for our District. Those who did not attend the Parade of Nations at Las Palmas, you missed out. Every year it gets better and is very exciting to see for those in the neighborhood.

Trustee Valdez – Congratulations to the Compadres and Veterans, Trustee Valdez mentioned last year he was a recipient of those two scholarships, Thank you. On Monday, there was a scholarship presentation, and it was nice to see the students receive the scholarship award.

Comment on Parade of Nations, although we do not operate the school, would have been nice

for Superintendent to invite Trustees to attend.

President Castilla – Trustees receive notices of events going on in district but some Trustees still work but did attend the Night of Stars event. Went around the tables and realized that most teachers are from Edgewood. To the students, once you become doctors and lawyers, come back to Edgewood, don't forget.

Trustee Santoyo – Congratulations to Superintendent and staff for procuring Holdsworth program scholarship. This holds well for the District and staff.

Superintendent thanks the board and staff for sacrificing themselves for everything they do and putting the student first.

6:40 p.m.

Dr. James Hernandez reads a speech on behalf of the Board of Trustees.

As community and Board members, it is the intent of this body to support the work of the district's administration that aligns with the Board/Superintendent Priorities 1 – 5 with a focus on: students, families, community, operational excellence, employee and organizational improvement, and financial stewardship. To achieve this, it is our objective to work with the superintendent and his team to do what is best for the students, staff, and community that we serve. The Board's responsibilities include:

- Adopting a tax rate and the district's budget for the general and debt service funds,
- Setting Policy, and
- Hiring and evaluating the Superintendent.

This evening, on the agenda, you see the culmination of the work that has occurred over the last few months as the Board will vote to adopt the 2023-24 Proposed Budget and Edgewood's tax rate. The Superintendent and his administrative team have been presenting information since January so that we could get to this point tonight.

I want to iterate that this Board has established that our priorities will continue to be around student achievement and employee retention. As such, the budget presented this evening for adoption includes a proposal for employee raises and we are happy to announce that our teachers will be receiving a 3% pay increase from their current pay to honor their years of experience, and all other full-time hourly staff will receive a 3% increase from mid-point. This will make Edgewood's pay an average of \$62,830 for our ten-year veteran teachers, and our minimum hourly rates \$15 per hour!

The compensation plan also proposes:

- up to \$2,000 sign-on bonus for new teachers, and
- up to \$8,000 stipend for fully certified bilingual teachers.

As a Board, we will continue to review compensation throughout the year as we have done in the past, and if there are opportunities for adjustments, we will be ready to support.

As a Board, we make decisions based on our observations and the information that we receive.

I want to thank the individuals and departments that set up meetings with Dr. Hernandez to share their vision and advocacy for our students. Thank you, Dr. Hernandez, for keeping your lines of communication open through surveys, meetings, and conversations so that our staff can be heard.

Thank you to the Education Classroom Teachers Association members for their input during our last work session on May 30th and thank you to the Senior Leadership Team for taking the time to share information through Work Sessions, Board Performance Planning Meetings, and Board Updates so that we can take an informed vote on agenda items.

Trustee Valdez calls for point of information. Trustee Valdez asked why Trustee Hernandez kept saying “we will” in his but it is not “we will” until the actual items are adopted, correct? Superintendent explains this is read on behalf for consideration of the consent items up for vote. But we share this statement, so we share with the community about the multiple conversations that we have had with the board. I welcome a conversation with you.

Trustee Valdez questions when attorney will be present, and this is a second time he has been late.

Superintendent states he is not here on a personal matter. Would ask that we have that conversation off the dais.

Trustee Valdez questions for an additional attorney?

Superintendent states there was an emergency. We will first lead with humanity but please respect that something came up.

4. Consent: (All items may be acted upon at the same time by the School Board)

A. Consideration and approval of the Service Delivery Agreement between Communities In Schools of San Antonio and Edgewood ISD to serve Kennedy High School, Memorial High School, Edgewood Fine Arts Academy, and Brentwood STEAM School of Innovation for the 2023-2024 school year in the amount of \$156,000.00, utilizing federal and grant funds

Presenter: Dr. Roberto Basurto, Assistant Superintendent of Academic Services

B. Consideration and approval of the Professional Service Agreement between Edgewood ISD and Meadows Mental Health Policy Institute for the 2023-2024 school year in the amount of

\$124,500.00, utilizing federal and grant funds

Presenter: Dr. Roberto Basurto, Assistant Superintendent of Academic Services

C. Consideration and approval of the 2023-2024 San Antonio Educational Partnership (SAEP) Agreement for Kennedy High School, Memorial High School, and Edgewood Fine Arts Academy in the amount of \$58,000.00, utilizing federal funds

Presenter: Dr. Roberto Basurto, Assistant Superintendent of Academic Services

D. Consideration and approval of the purchase of an audiovisual system for the Emma Frey Media Center in the amount of \$45,698.88 and an audiovisual system for the Emma Frey Professional Development Center Cafeteria in the amount of \$112,741.41, from Visual Techniques, Inc., utilizing Title I Funds.

Presenter: Elvis Williams, Assistant Superintendent of Operations

E. Consideration and approval of the installation of playground equipment and tricycle path at Perales Elementary School for use by the Head Start students in an amount not to exceed \$80,749.00

Presenter: Elvis Williams, Assistant Superintendent of Operations

F. Consideration and approval of the Final Budget Amendment for the 2022-2023 School Year

Presenter: Pamela Bendele, Chief Financial Officer

G. Consideration and approval of the Adoption of the 2023-2024 District Official Budget and the Proposed 2023 Tax Rate

Presenter: Pamela Bendele, Chief Financial Officer

H. Consideration and approval of the Tax Levy payments to Bexar Appraisal District in the estimated amount of \$155,00.00 for the 2023-2024 school year

Presenter: Pamela Bendele, Chief Financial Officer

I. Consideration and approval of the May 2023 donations in the amount of \$1,600.00

Presenter: Pamela Bendele, Chief Financial Officer

J. Consideration and approval of the Quarterly Investment Report for the period of January 1, 2023 through March 31, 2023

Presenter: Pamela Bendele, Chief Financial Officer

K. Consideration and approval of the Cooperative Purchasing Contracts Renewals for the 2023-2024 school year

Presenter: Pamela Bendele, Chief Financial Officer

L. Consideration and approval of the list of vendors with purchases that may exceed the

\$50,000.00 threshold

Presenter: Pamela Bendele, Chief Financial Officer

M. Consideration and approval to award Request for Proposal (RFP) 23-014 Integrated Pest Management (IPM) to Buchanan Pest Management

Presenter: Pamela Bendele, Chief Financial Officer

N. Consideration and approval of the Edgewood ISD 2023-2024 Compensation Plan

Presenter: Cynthia Trevino, Chief of Human Resources and Student Services

O. Consideration and approval of the purchase of district cellular managed services from Private Network Enterprises LLC in the amount of \$159,880.00

Presenter: Todd Gratehouse, Chief Technology Officer

P. Consideration and approval of the payment to the City of San Antonio for Cradlepoint Licensing, in the amount of \$144,000.00

Presenter: Todd Gratehouse, Chief Technology Officer

Q. Consideration and approval of the Board Meeting Minutes:

1. Regular Board Meeting, May 16, 2023

Presenter: Amelia M. Castillo, Board Operations Manager

6:46 p.m.

Castilla moves to consent agenda, is there a motion...

Trustee Valdez calls for point of information for a few of the consent items.

Castilla: let me ask for a motion first sir.

Trustee: if you motion and get a second, then I won't have the ability to ask questions on the adopted consent agenda item.

Castilla: Ok

Trustee Valdez: I emailed Dr. Hernandez earlier today on question for item L for the vendor list, I want to know if we have the memo of understand for Jose Ibarra for \$120 thousand dollars.

Superintendent Hernandez: "anything under \$50,000 does not require board approval but as I've always done, and I think the other members of the board would support this. Whether something is over \$50,000 or not, if it is something that I'm asking the board to support I do so publicly because I think that it is important that we remain transparent. But this is also, I want to remind you, this is also an administrative function. And it does fall under the purview of the

administrative officer of the district with is the superintendent and his office, his or her office, so that's the only member that the board has as an employee so I will exercise that out of respect to consistency we've always done that but in terms of this question we have not reached that if there is potential for that we want to be proactive to make that if that does happen, we have secured board approval, understand that this fiscal year does end at the end of June which is in a few days and so it's highly unlikely that we will go over that but again, I want to be transparent about it. If we bring this vendor back in July, it will come up again for full consideration because that is also the fiscal year."

Trustee Valdez: "My question to you is who is the vendor? And if you have a memo of understanding with the vendor? You also said it was an administrative function, but it is not because the public and the school board is entitled to all their information provided by the district."

Trustee Santoyo: "Madam President, I have a point of order; I'd like to motion to proceed to the consent agenda. Thank you."

Vice President Dr. Hernandez: "Second"

Trustee Valdez: "Madam President point of information – my point of information was not finished – point of information then the consent agenda"

Castilla: "Mr. Valdez several times you been given information, you've been asked to meet one-on-one"

Trustee Valdez: "He just mentioned that we did not have a meeting one-on-one this month"

Castilla: "No but they've asked you to meet, and you refused to meet."

Trustee Valdez: "Okay well did he ask me this month? For these specific items?"

Castilla: "Did you ask for one?"

Trustee Valdez: "He just said we didn't have enough time for a one-on-one, so I'm still asking.."

Castilla: "This is not the place to discuss these things sir."

Trustee Santoyo: "Madam President, I have a motion, it's been second"

Trustee Valdez: "It is the place to discuss this information Madam President, you cannot move on to the consent agenda because it's not a consent agenda, there's some dialogue and I still have some questions and, in our board operating procedures I am allowed to ask these questions"

Castilla: "We're going to go ahead and continue to the consent agenda"

Trustee Valdez: “You cannot, madam president...”

Castilla: “And you can ask all the questions that you want, one-on-one...”

Trustee Valdez: “You can’t because these questions aren’t going to be adopted”

Castilla: “These have been shown to – “

Trustee Valdez: “Madam President, I ask for a recess to talk privately with you about Robert’s Rules of Order”

Castilla: “Let’s go ahead and proceed with the consent agenda”

Trustee Valdez: “Madam President I still have some questions about – I still have some questions about...”

Castilla: “Do I have a second?”

Vice President Dr. Hernandez: “second”

Castilla: “All those in favor raise your hand and say yes. All those against raise your hand and say nay”

Trustee Valdez: “Madam President point of order, I still have some questions on the consent agenda”

Castilla: “Yes or no”

Trustee Valdez: “Madam President point of order, I can interrupt you. Madam President, I still have questions on the consent agenda. I had questions on D, N, and L.

Trustee Santoyo: “Madam President, I say we have a majority vote”

Trustee Valdez: “Madam President, you are not following Robert’s Rules of Order and so is most of the members on this governing body”

EISD Staff Member Castillo: “Excuse me”

Trustee Valdez: “Robert’s Rules of Order is the parliamentary procedures that we adopted as – that we are following according to our board operating procedures. So, what’s the point of a board operating procedures if you’re not going to follow it?”

EISD Staff Member Castillo:” Vote has been taken; we need to move forward. I said vote has been taken, we need to move forward.”

Superintendent Hernandez: “Thank you”

Trustee Valdez: “Madam President-“

Superintendent Hernandez: “We can move forward ma’am”

Secretary Guerra: “I move that we approve consent agenda items A through Q as presented”

Vice President Dr. Hernandez: “second”

Trustee Valdez: “Madam President, I have a point of order for discussion for items D, N, and L.”

Castilla: “Excuse me”

Trustee Valdez: “You just asked for a discussion and I’m asking for a discussion for item D, N, and L”

Castilla: “All those in favor raise your hand and say yes”

Trustee Valdez: “Madam president point of order, you just asked for a discussion-“

Castilla: “All those opposed raise your hand and say nay. Motion passes.

The time is now 6:51 p.m. and the EISD is going to closed session as authorized by the Texas Open Meetings Acts Texas Government Code 551.071, the board is now in closed session.”

Trustee Valdez: “Madam President, I don’t think it’s wise to go into closed session without our attorney present. I want everyone to know that closed, we’re only supposed to be discussing items that are related to the two items on the closed session-“

Motion: Motion made by Board Secretary Joseph Guerra and Vice President Dr. Hernandez seconds to approve consent agenda items.

6-0

Trustee Valdez abstains

5. Closed Session as authorized by the Texas Open Meetings Act, Texas Government Code Chapter 551.071

Board of Trustees convenes in closed session at 6:51 p.m.

A. Discussion regarding Board Members' duties and responsibilities

B. Consultation with legal counsel regarding extending the contract with Consultant to Board, Roy Soto

6. Open Session:

A. Discussion/action to approve extension agreement with Consultant to Board, Roy Soto

Castilla: “The time is now 7:30 p.m., we are reconvening from closed session. We had discussion to approve extension agreement – yes sir?”

Board Secretary Guerra calls for the record to show that he did indeed vote in favor for the consent items but forgot to raise his hand.

Castilla: “Thank you sir, is there discussion action to approve extension agreement with

consultant to board, Mr. Roy Soto?”

Secretary Guerra: “I like to take a motion to approve the extension agreement with Consultant Roy Soto”

Castilla: “is there a second?”

Vice President Dr. Hernandez: “second”

Castilla: “is there any discussion?”

Trustee Valdez: “Madam President I have a question regarding Roy Soto’s contract”

Castilla: “Go ahead”

Trustee Valdez: “Well my question is for his contract it is \$10,000, but I was wondering if we can take into consideration of when the consultant goes with us to board meetings, I wanted to know if we can take that into consideration minus from his contract to minus like cost expenses such as travel and his hotel room”

Trustee Santoyo: “Madam President I call the question”

Castilla: “yes sir”

Vice President Dr. Hernandez: “Second”

Castilla: “Okay if you’re in favor-“

Trustee Valdez: “Madam President”

Martha Castilla: “Of calling the question say aye and raise your hand, all those against raise your hand and say nay”

Trustee Valdez: “Nay”

Martha Castilla: “Okay motion passes”

Trustee Valdez: “Madam President”

Martha Castilla: “Next item, we would like to bring Mr. Guerra’s motion back to a vote. Do we have a second?”

Trustee Valdez: “Madam President what was his motion? Can you please re-explain his motion?”

Secretary Guerra: “I like to take a motion to approve the extension agreement with Consultant Roy Soto”

Vice President Dr. Hernandez: “Second”

Martha Castilla: “All those in favor raise your hand and say aye”

Trustee Valdez: “Madam President”

Martha Castilla: “All those against raise your hand and say nay”

Trustee Valdez: “Nay”

Castilla: “The item passes the time is now 7:33, do we have a motion to adjourn?”

Secretary Guerra: “So move”

Castilla: “Is there a second”

Vice President Dr. Hernandez: “Second”

Martha Castilla: “Is there any discussion?”

Michael Valdez: “Madam President I still had a question regarding Roy Soto’s contract”

Martha Castilla: “If we have no discussion other than Roy Soto’s contract that we already addressed... this meeting – yes sir?”

Superintendent Dr. Hernandez: “I apologize madam president I do want to acknowledge one thing: just for our community and members here please understand that under Robert’s Rules of Order there is something called a call of question at that point any board or any elected body can move on an item if the majority and the willingness of the Board is to move and call that item into a vote. That is what you just witnessed today. And so, at this time the board has taken motion under advisement from Council. Counsel was available during our previous meeting that we just came from so that is permissible. I also want to make a point and say that we do not legally have to have counsel here to have a board meeting. I did mention out of the courtesy of everyone here since it was brought up that our counsel could not be here for unforeseen circumstances. But I do want that to be mentioned because above all things, and I don’t say this over and over and not follow it, we are three core values regardless and we are going to follow and that is to be professional, accountable, and communicate and I’m going to follow that regardless of what happens because I know that all seven board members deep down that is the work that we’re going to do and as the superintendent I will enforce that while we have these meetings. Madam President back to you ma’am.”

Martha Castilla: “Okay this meeting is ... All those in favor raise your hand to adjourn.”

Martha Castilla: “All those opposed raise your hand and say nay”

Michael Valdez: “Nay”

Motion: Motion made by Board Secretary Joseph Guerra and Vice President James Hernandez seconds to approve the extension agreement with Consultant to Board, Roy Soto. 6-1 Trustee Valdez votes against, motion carries.

7. Information Items:

A. Monthly Financial Statements for April 2023

B. Monthly Tax Collection Report for April 2023

C. Auxiliary and Paraprofessional Employment Board Report

D. Professional Employment Board Report

8. Adjournment:

Motion: Motion made by Board Secretary Joseph Guerra and Vice President Dr. Hernandez to adjourn meeting at 7:33 p.m., a vote was taken 6-1, Trustee Valdez votes against, motion carries

X

Martha Castilla
Board President

X

Joseph Guerra
Board Secretary

X

Date