Pflugerville ISD: Public Notice

Regular Meeting

July 17, 20256:00 PM
Administration Building Board Room
1401 W. Pecan Street
Pflugerville, Texas 78660

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

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1. Opening
   - 1.A. Moment of Silence
   - 1.B. Pledge of Allegiance
   - 1.C. Public Comment (May Address Items Not Listed on the Agenda)
2. President's Report
3. Administration Report
4. Consideration and Possible Approval of a 2025-2026 General Pay Increase for Staff
5. Consideration of TASB's Recommended Changes to Local Policy EFB, FD, FM, and FNCE – First Reading
6. Consideration and Possible Approval of District Local Policy Adjustments to DEC – Second Reading
7. Consideration and Possible Approval of a Resolution Recognizing the Impact of the Central Texas Hill Country Floods and Expressing Solidarity with Affected Communities
8. Consent Agenda
   - 8.A. Consideration and Possible Approval of Meeting Minutes
     - 8.A.(1) June 5, 2025 Workshop Meeting
     - 8.A.(2) June 24, 2025 Special Meeting
     - 8.A.(3) June 26, 2025 Regular Meeting
   - 8.B. Consideration and Possible Approval of PfISD Application for Optional Flexible School Day Program (OSFDP) for the 2025-2026 School Year
   - 8.C. Consideration and Possible Approval of a Credit by Exam (CBE) for the Equine Science and Small Animal Management Courses
   - 8.D. 2025-2026 Federal Grant Application Notification for Title I, Part A; Title II, Part A; Title III, Part A (English Language Acquisition and Immigrant); Title IV, Part A; Texas

Education of Homeless Children and Youth, and Individuals with Disabilities Education Act, Part B

8.E. Consideration and Possible Approval of the Hendrickson High School Theatre Program to Travel to New York City, New York, and Participate in a Broadway Master Class, March 20th – 24th of 2026

8.F. Consideration and Possible Approval of Design Build as a Delivery Method for Construction Projects Included in the 2022 Bond Program

8.G. Consideration and Possible Approval of Outside Employment Between Pflugerville ISD Employees and Region 13

8.H. Consideration and Possible Approval of the Pflugerville Area Youth Baseball and Softball (PAYBAS) Baseball Lease Agreement

8.I. Consideration and Possible Approval of Purchases in Excess of $50,000

8.I.(1) Walsh Gallegos Kyle Robinson & Roalson P.C. - Legal Services

8.I.(2) Abescape Group LLC - Mowing Services

8.I.(3) Southern Tire Mart LLC - Bus Tires Mount and Dismount Services

8.I.(4) Buck's Wheels and Equipment Company - Purchase of Bus Parts & SPED Equipment

8.I.(5) Propio LS LLC - Translation and Interpretation Services

8.I.(6) Curriculum Associates dba Ellevation - Emergent Bilingual Student Services Platform

8.I.(7) Anchor Ventana Glass - Window Repairs

8.I.(8) Commercial Kitchen Parts and Service - HVAC Parts and Services

8.I.(9) Home Depot - Equipment and Supplies

8.I.(10) Johnston Supply of Austin - HVAC Equipment and Supplies

8.I.(11) Nolan Pest Service LLC DBA Pestmaster - Pest Services

8.I.(12) O'Reilly Auto Parts - Vehicle Parts and Equipment

8.I.(13) Winston Water Cooler of Austin LTD - Plumbing Equipment

8.I.(14) TCP (TimeClock Plus) (TIPS210502) - Time Keeping Licenses

8.I.(15) Brinks (SCUCISD 21-02V) - Armored Courier Services

8.I.(16) Perdue Brandon Gielder Collins & Mott LLP - Property Value Audit Services

8.I.(17) Whitley Penn (22-008CCP) - Financial Audit Services

8.I.(18) Verizon Wireless - Bus Radio Installation Kits

8.I.(19) Emergent Tree - SPED Contracted Services

8.I.(20) Candor - Contracted Evaluation Support

8.I.(21) McGraw-Hill - Textbooks

9. Discussion Regarding Personnel Employment (551.074)

9.A. Consideration and Possible Ratification of Personnel - Principal PACE (551.074)

9.B. Consideration and Possible Ratification of Personnel - Principal Opportunity Center (551.074)

9.C. Consideration and Possible Ratification of Personnel- Executive Director, Pflugerville Education Foundation (551.074)

10. Discussion Regarding the Purchase, Exchange, Lease, or Value of Real Property (551.072)

10.A. Discussion of Land Acquisition (551.072)

10.B. Discussion of Easements Related to CTE Center (551.072)

11. Consideration and Possible Approval of Electrical Easement Requested by the City of Austin, Necessary to Provide Electricity Service to the District-Wide CTE Facility

12. Closing

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

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on: _____.

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For the Board of Trustees

July
2025

Pflugerville Independent School District

ADMINISTRATION REPORT

Purpose Statement

- Radical Transparency - unprecedented levels of accessibility to information.
- Keeping trustees and stakeholders connected with the work of administration.
- Staying cohesive from the Boardroom to the Classroom.
- Keeping us open and learning, together!
- Continuous Improvement in all that we do.

ADMINISTRATION REPORT

July 2025

The new Pflugerville ISD Administrative Report is a groundbreaking initiative designed to promote transparency and create an unprecedented level of accessibility to information. This report is strategically aligned with the district's mission and goals, ensuring that every stakeholder is informed about the administrative decisions, board meeting outcomes, and district-wide initiatives that impact the educational environment.

The report aims to align the district's strategic efforts seamlessly across all levels by bridging the gap between the boardroom and the classroom to support student success and community trust. It serves as a comprehensive resource for parents, students, teachers, and community members, reflecting Pflugerville ISD's commitment to open communication and collaborative governance. Through this initiative, the district seeks to support student success and foster a sense of community trust by keeping all parties well-informed and engaged in the educational process.

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Pflugerville ISD

1: Planning for The Future



1: Planning for the Future

1.1 Preparing students to discover their dreams and passions with confidence and a sense of responsibility enables them to choose their best path forward.

- 1.1.1 Provide career exploration opportunities for all students.
- 1.1.2 Introduce work ethic such as responsibility, approachability, coexistence, honesty and growth mindset.
- 1.1.3 Foster community business/industry partners and further develop their role to enhance career exploration and pathways.
- 1.1.4 Identify student interests; include students, parents and counselors in planning for pathways and course selection.
- 1.1.5 Create on-ramps and off-ramps for students to transition between pathways.

1.2 Preparing students to develop core values, master essential life skills, and communicate confidently and effectively.

- 1.2.1 Equip students with essential skills and strategies to navigate and succeed in real-world situations.
- 1.2.2 Incorporate resilience-building activities to help students navigate disappointment and foster adaptability.
- 1.2.3 Foster effective communication skills to support success in various contexts.
- 1.2.4 Encourage personal growth and social understanding through meaningful learning experiences.
- 1.2.5 Incorporate opportunities for developing critical thinking, practical skills, and well-being into learning experiences.

1.3 Fostering a sense of individual worth, community connection, and collaboration helps students thrive and innovate.

- 1.3.1 Recognize and celebrate the uniqueness of every individual in order to promote creativity and innovation.
- 1.3.2 Establish a safe and inclusive environment where connection and belonging are prioritized.
- 1.3.3 Foster civic responsibility by encouraging collaborative and community-focused activities.
- 1.3.4 Incorporate practices that develop self-regulation, networking, and empathy as foundational skills for life and career success.

1.1.1 Provide career exploration opportunities for all students.

PfISD Student In New York City

Raegan Gonzales from Weiss HS Theatre participated in the 16th Annual Jimmy Awards in New York City, working with Broadway professionals and over 100 of the most talented high school musical theatre students in the country.

1.1.3 Foster community business/industry partners and further develop their role to enhance career exploration and pathways.

Texas Workforce Commission Grant

Texas Workforce Commission (TWC) approved the High Demand Job Training (HDJT) grant application that Workforce Solutions Capital Area (WFSCA) and Pflugerville Community Development Corporation (PCDC) applied for on behalf of PfISD. This grant will infuse $300,000 to purchase a state-of-the-art immersive virtual reality system (Igloo), surgical technology manikin, and virtual reality curriculum to provide students entry-level training appropriate for radiology and sterile processing, two of the most in-demand healthcare occupations in our region. PfISD will be the first secondary school in central Texas (maybe the state) to have the immersive virtual reality system! We will be able to use the Igloo system for career exploration and awareness activities at the CTE center, once built, as well. It will be an engaging experience for all grade levels and allows us to create a customized virtual environment for any industry setting.

1.2.1 Equip students with essential skills and strategies to navigate and succeed in real-world situations.

Official Launch of the Three E's Initiative

Pflugerville ISD has officially launched the Three Es initiative, a bold and future-focused commitment that by 2029, 100 percent of PfISD graduates will leave with more than just a diploma. They will graduate with a clear and actionable plan for one of three post-secondary pathways: employment, enlistment, or enrollment in higher education.

This initiative is not a single program, but a district-wide movement to transform how we prepare students for life after high school. It emphasizes early and sustained guidance, meaningful learning opportunities, and real-world readiness, ensuring every student wakes up the day after graduation knowing exactly where they are headed next.

The Three Es initiative aligns closely with other key district efforts, including participation in the System of Great Schools and our Portrait of a Learner framework. Together, these efforts are designed to create a strong culture of belonging, clear educational pathways, and an unwavering focus on execution and results.

To help unify and promote this work across the district, the Communications Department released the official Three Es logo in early July. The launch of this initiative marks a significant milestone in our strategic planning journey and signals our deep commitment to ensuring every student is prepared and empowered to succeed beyond graduation.

1.2.3 Foster effective communication skills to support success in various contexts.

June STAAR EOC Improves Participation

With a revised plan for June STAAR EOC, June 2025 participation improved by 19%. In 2024, 319 students submitted 457 tests. In June 2025, 381 students submitted 545 tests.

Participation in EOC English I & II saw an even greater 25% increase.

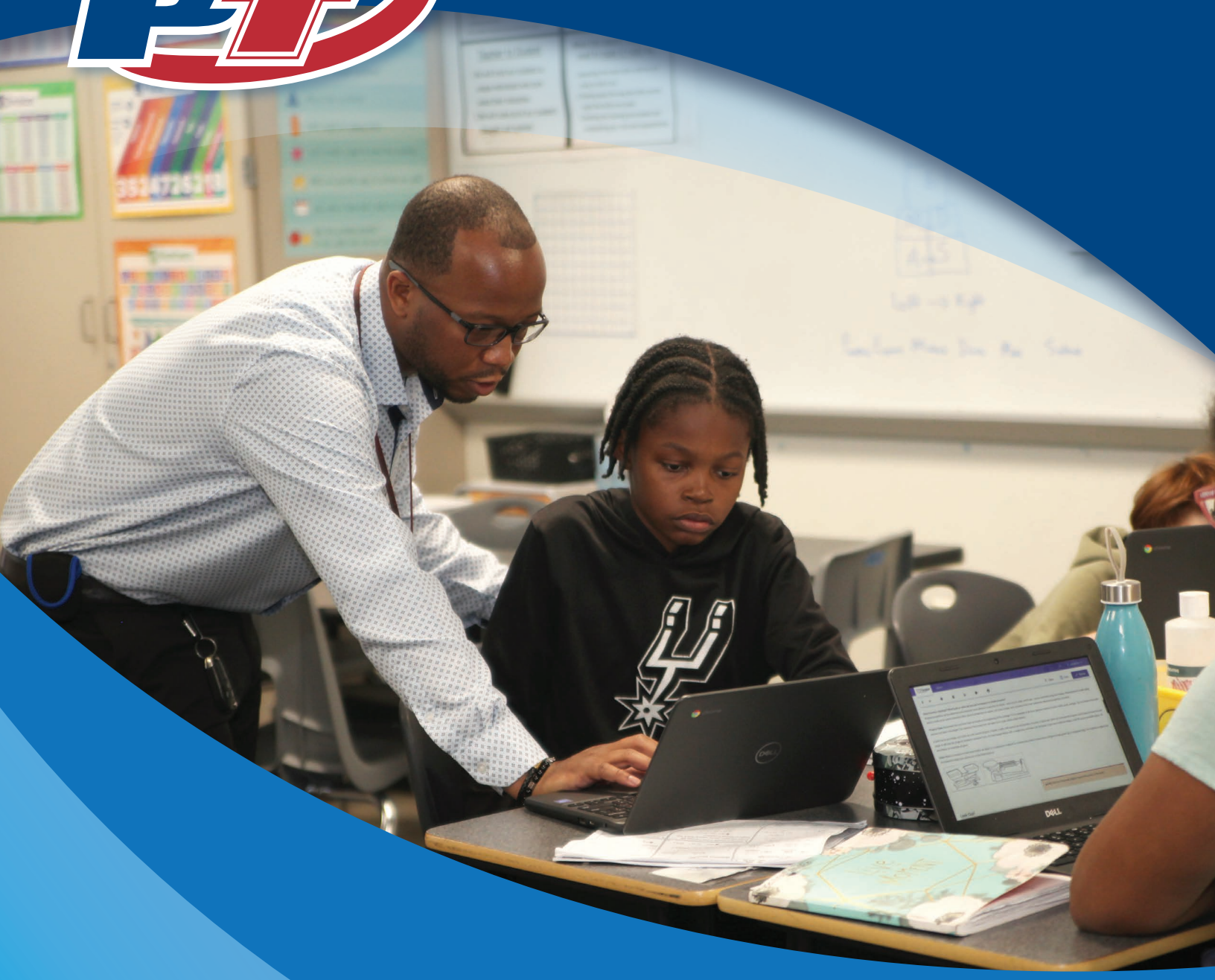
The prior plan that was in place for many years offered students 2-3 weeks of preparation during the summer school session. Students then returned in late June to test. In 2025, we offered 1-2 days of prep and the test was scheduled for the day immediately following the prep session. Test prep included opportunities for students to build their confidence through teacher-led instruction. The best test prep attendance was for English I & II with 155 students participating on day 1 and 167 students participating on day 2. Algebra I test prep was attended by 107 students.

Test results for June STAAR EOC will be available in late July.

1.3.4 Incorporate practices that develop self-regulation, networking, and empathy as foundational skills for life and career success.

Pforge Entrepreneurship Summer Program

16 students participated in the inaugural Pforge Entrepreneurship Summer Program, ranging from grades 6-11. Students learned business ownership principles, financing, and business planning from an expert teacher and community guest speakers. On the final day of the free 3-week camp each student presented a business pitch to successful entrepreneurs from the community and the top three were awarded an Echo Dot and Entrepreneurship start-up book donated by Amazon. PCDC funded the teacher salary, supported the program with guest speaker recommendations, and will fund up to one year of booth rental space at the Pecan Street Collective Market so students can test their products.



Pflugerville ISD

2: Student Learning Experiences



2: Student Learning Experiences

2.1 Creating an environment of connection and trust, where passionate teachers inspire a joy of learning and help students discover their purpose.

- 2.1.1 Foster strong connections between students and educators by creating supportive environments that promote trust, engagement, and a sense of belonging.

2.2 Fostering a culture where students are encouraged to be risk takers and innovators, challenged to think critically, and empowered to embrace courage and a growth mindset to navigate challenges, seize opportunities, and thrive.

- 2.2.1 Integrate critical thinking and student-led discussions by allowing students to analyze real-world problems and safely express their ideas in a collaborative environment
- 2.2.2 Provide guidance and support to encourage student growth, resilience, and a mindset that embraces both success and learning from challenges.
- 2.2.3 Offer guidance and support that highlights individual strengths, encourages improvement, and nurtures a growth mindset.

2.2.1 Integrate critical thinking and student-led discussions by allowing students to analyze real-world problems and safely express their ideas in a collaborative environment

Girls Who Game- Cele Middle School

We are excited to celebrate the successful conclusion of the Girls Who Game program at Cele Middle School this spring! Our dedicated team of six amazing girls and two teacher sponsors worked passionately throughout the season to explore STEM careers, develop critical skills, and make a positive impact through technology and teamwork.

As part of the Girls Who Game Spring Challenge, our students designed and built a Minecraft world featuring a school for everyone, complete with a mobile learning lab and a traditional learning center. Their project focused on creating an inclusive environment that supports equity, inclusion, and global collaboration—aligned with the UN Sustainable Development Goals such as Quality Education, Reduced Inequalities, Peace, Justice & Strong Institutions, and Partnerships for the Goals.

We are thrilled to share that during the Girls Who Game Spring Awards Celebration, our team was recognized and awarded for excellence in Communication! This honor highlights the incredible teamwork, communication, and unity the students demonstrated throughout the challenge. We are immensely proud of their growth, dedication, and innovation as they brought their vision to life and made a meaningful impact through their Girls Who Game journey!

Video Link

Library Circulation

Library circulation across Pflugerville ISD continues to rise, reflecting the ongoing dedication and hard work of our library staff. For the 2024–2025 school year, PFISD libraries circulated a total of 550,481 print books, a notable increase from 506,517 print circulations during the 2023–2024 school year. In addition to print materials, digital reading through Sora has also seen significant growth. Digital book circulations reached 170,442 in 2024–2025, up from 134,667 the previous year. This continued growth in circulation can be attributed not only to the commitment of our library staff but also to the implementation of Beanstack, a digital reading engagement platform that has helped motivate students to track their reading and participate in district-wide reading challenges. Together, these efforts are fostering a strong culture of reading and helping students stay engaged with literature in both print and digital formats throughout the school year.

Esports

Esports is officially in motion in PfISD, with strategic planning underway for the district's inaugural competitive season beginning in the 2025–2026 school year. In preparation, the Secondary Instructional Technology Team has facilitated a series of collaborative planning meetings to develop a comprehensive launch plan that will establish PfISD as a leader in scholastic Esports.

Over the course of three meetings, the planning process brought together all three district Esports coaches from the Secondary Instructional Technology team, five high school campus coaches representing each of the district's comprehensive high schools, and three district leaders from both Academics and Technology. These sessions focused on structuring competitive Esports teams and clubs at each campus, aligning the program with UIL standards, and creating a shared vision for student participation and support.

In addition to building out the foundation for school-based teams, the group also began planning two districtwide tournaments and an Esports Expo scheduled for the 2025–2026 school year. These events will provide students with competitive opportunities, promote digital literacy, and showcase the growing role of Esports in expanding inclusive, skill-building extracurricular activities across the district.

2.2.2 Provide guidance and support to encourage student growth, resilience, and a mindset that embraces both success and learning from challenges.

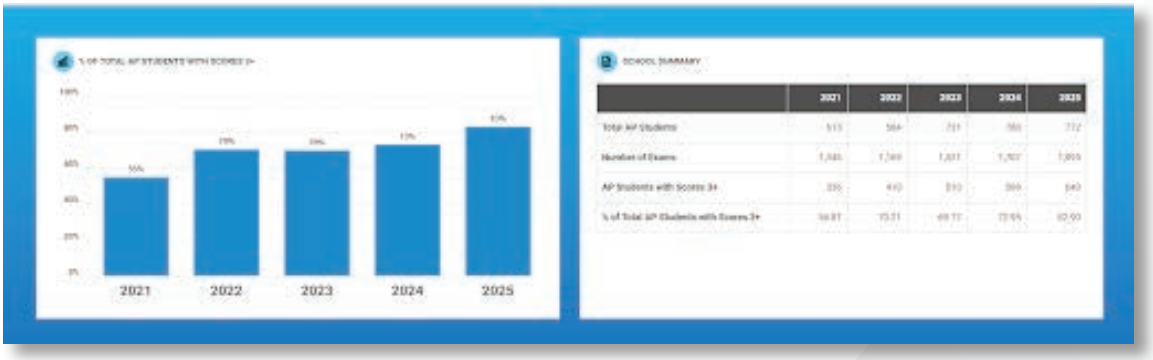
AVID Summer Institute

In June, 35 dedicated secondary educators attended the AVID Summer Institute in Dallas. At the convening, our teammates learned about how to incorporate AVID strategies into their classrooms and set goals for student achievement for the upcoming year. It was a great week of learning and fellowship for all!

Hendrickson Students Achieve Remarkable AP Success

Hendrickson High School has some truly impressive news to share about their Advanced Placement (AP) exam performance. This year, the school saw a significant 10% increase in the percentage of students earning a 3 or higher on their AP exams. What makes this even more remarkable is that this achievement occurred while the school administered 194 more exams than in the previous school year, demonstrating a broader participation in advanced coursework alongside improved outcomes.

This year's success builds on a strong trend of academic excellence at Hendrickson. Over the past five years, Hendrickson students have collectively boosted their scores of 3 or higher on AP exams by an outstanding 28%. This sustained improvement highlights the dedication of both students and educators in fostering a culture of high achievement. Congratulations to our HHS Hawks!



*College Board, AP Exam Trend Data

Dual Language Summer School

Sixty secondary students, representing seven native languages, participated in a dynamic Summer School enrichment program in June designed to accelerate their English language proficiency. The interdisciplinary curriculum was built around the novel The Boy Who Harnessed the Wind, integrating reading, writing, math, and science. Through hands-on experiments connected to the story, students sharpened their problem-solving skills while deepening their language abilities. In a "maker space" setting, students used recycled materials to design a creative project—ranging from art pieces and musical instruments to ames, inventions and displays. They then developed and presented their work using posters or slide decks, practicing their oral English skills through peer presentations. Students also performed a readers' theater piece for another class, further strengthening their speaking and fluency. Impressively, 68% of participants showed measurable growth in English proficiency, based on pre- and post-test assessments—with 16% improving by more than 10%. The program was not only academically enriching but also emotionally impactful. Both teachers and students expressed how much they enjoyed their time together, with many sad to see the session end.

2.2.3 Offer guidance and support that highlights individual strengths, encourages improvement, and nurtures a growth mindset.

School Leadership and Curriculum Teams Deepen Expertise in Leverage Leadership

The Office of School Leadership along with some members of the curriculum team traveled to New Orleans to learn strategies for supporting campuses through the lens of Leverage Leadership 2.0, and Get Better Faster where they had the opportunity to learn from the author himself. The team had the opportunity to dig deeper into the practices and principles of Leverage Leadership



Paul Bambrick-Santoyo- author Leverage Leadership 2.0, Get Better Faster

Instructional Levers

1. Data-driven instruction. Define the roadmap for rigor and adapt teaching to meet the students' needs.
2. Observation and feedback. Coach teachers to improve the learning.
3. Instructional planning. Prevent problems and guarantee strong lessons.
4. Professional development. Strengthen culture and instruction with hands-on training that sticks.

Cultural Levers

5. Student culture. Create a strong culture where learning can thrive.
6. Staff culture. Build and support the right team.
7. Leading the leaders. Train instructional leaders to expand your impact across the school.



Pflugerville ISD

3: Recruit, Develop and Retain Teachers and Staff



3: Recruit, Develop and Retain Teacher and Staff

3.1 Developing quality staff members who are equipped, experienced, and constantly learning is crucial for fostering student achievement and growth.

- 3.1.1 Provide differentiated professional development for staff based on experience and proficiency, and provide opportunities for individual choice
- 3.1.2 Establish collaborative support systems to enhance instructional development and professional growth for educators.
- 3.1.3 Offer leadership development opportunities to support administrators in their professional growth.

3.2 Retaining quality teachers allows us to develop the purpose, joy and love of learning for staff and students.

- 3.2.1 Consider creative and competitive compensation ideas as they become possible.
- 3.2.2 Expand employee recognition options.
- 3.2.3 Explore ways to provide balanced and dedicated teacher collaboration and planning time.
- 3.2.4 Explore housing incentives to attract and retain quality staff

3.3 Recruiting highly effective teachers and staff are crucial for fostering student achievement and growth.

- 3.3.1 Collaborate with higher education institutions to recruit and prepare highly effective teachers.
- 3.3.2 Consider incentives to attract experienced educators to the district
- 3.3.3 Continuously assess and refine compensation and benefits to attract and retain talent while maintaining financial sustainability.
- 3.3.4 Explore pathways to support career growth and advancement for substitutes, paraprofessionals, and volunteers pursuing teaching roles.
- 3.3.5 Explore opportunities to develop students as future educators and encourage them to return home to teach.

3.1.1 Provide differentiated professional development for staff based on experience and proficiency, and provide opportunities for individual choice

Instructional Technology Support

As the school year wound down, Elementary Instructional Technology Specialists stayed committed to supporting teaching and learning. In May, the team collaborated with educators to plan engaging instruction and delivered 22 model lessons that integrated technology and computational thinking. Additionally, we actively participated in 8 Professional Learning Communities (PLCs) to continue promoting tech-infused learning experiences across classrooms.

3.1.2 Establish collaborative support systems to enhance instructional development and professional growth for educators.

Curricular Map Improvements Launch!

In response to feedback the Curriculum & Instruction team received from school-based colleagues during a recent curriculum audit, the C&I team brought together 50+ PfISD teachers to engage in our inaugural Instructional Design Teams. These teams worked hundreds of hours during the month of June to produce our new Instructional Quick View and accompanying Weekly Instructional Plans. These tools will support our teachers and leaders in delivering coherent, rigorous instruction in every classroom every day. We can't wait to launch these tools with our teachers in early August.

Kick-Up Training

During the Administrative Operations Team meeting on June 2, 2025, all administrators participated in a training session introducing the district's new appraisal instrument (Kick-Up). Kick-Up is a user friendly and data rich platform that integrates with some of our existing processes/platforms in place. The interactive format of the session allowed administrators to log into the system and provide real-time feedback throughout the presentation. Beginning in mid to late July, the district will launch additional training sessions for teachers and staff.

3.1.2 Establish collaborative support systems to enhance instructional development and professional growth for educators.

Special Education Professional Development

This summer, the Special Education Department is providing Extended School Year (ESY) services. Session 1, which was held at Dessau Elementary School from June 2–12 included 56 students. ESY services are determined by the student's ARD committee and are designed to help students with disabilities maintain critical skills and prevent substantial regression over school breaks.

Session 2 will be held July 7–17, continuing our commitment to meet students' individual needs and support ongoing progress toward their IEP goals.

3.1.4 Offer leadership development opportunities to support administrators in their professional growth

Continuing Our Partnership with Big Rock Educational Services

Pflugerville ISD is excited to continue its partnership with Big Rock Educational Services (BRES) for the 2025–26 school year. Now entering our second year of collaboration, we have already seen promising gains in student achievement, particularly at Dessau Elementary School. We look forward to building on that momentum as we continue to support Dessau Elementary and Westview Middle School this school year.

BRES is a nationally recognized Texas Education Agency Vetted Improvement Program that has worked with over 350 schools across the country. Their team provides professional development and implementation coaching for campus-based instructional leadership teams, with a focus on rigorous instruction, strong campus culture, and measurable impact.

In the coming year, BRES will continue supporting Dessau Elementary and Westview in implementing High-Quality Instructional Materials (HQIM), strengthening systems for lesson planning, execution, and analysis, and equipping both teachers and leaders with the tools needed to maintain high expectations and engaging, on-task classrooms.

We are proud to invest in partnerships that help move the needle for our students, and we're eager to see continued growth and success at Dessau and Westview this year.

3.2.2 Expand employee recognition options

Custodial Services Highlights Success

The PfISD Custodial Services team continues to achieve success while fostering a culture of collaboration and well-being. This year, the Custodial Development Committee identified the necessity of a newsletter to publicize team accomplishments.

June 2025 marked the release of the second newsletter, which featured numerous success stories. The Custodial Development Committee (CDC) is instrumental in enhancing communication and teamwork within the custodial department. The committee is dedicated to supporting staff training initiatives, addressing employee concerns, and improving the overall workplace environment.

The latest newsletter is accessible here.

June Job Fair Campaign Draws Over 400 RSVPs as PfISD Expands Outreach for All Staff Positions

In June, the Communications Department supported Human Resources in promoting a districtwide staff recruitment effort aimed at filling a wide range of campus and department positions ahead of the 2024–2025 school year. These efforts focused on digital outreach to drive attendance to the All Positions Job Fair, which included opportunities in auxiliary services, transportation, custodial, child care, Aramark food services, fine arts, career and technical education, special education, bilingual education, and more.

To build awareness and interest in the job fair, the department launched a targeted social media advertising campaign. The campaign focused on potential candidates in Pflugerville, Hutto, Manor, Del Valle, and Austin. The ad generated more than 21,000 impressions, 886 link clicks, and reached nearly 10,000 individuals with a total investment of 100 dollars. These efforts helped secure more than 400 RSVPs, reflecting strong community interest and an effective use of resources to reach qualified applicants across a variety of roles.

This broad-based marketing approach ensures that PfISD is connecting with both certified educators and support staff candidates, helping to build a well-rounded team prepared to serve students in the coming school year.

PfISD Connects with Future Talent at Central Texas Job Fair Hosted by CTASPA

Central Texas Association of School Personnel Administrators (CTASPA) is dedicated to providing information, support, and resources to existing and potential human resources administrators and support staff. Pflugerville ISD attended their job fair involving districts from the Central Texas Region which was held on June 9, 2025 at the Region 13 Service Center. 217 candidates registered for the fair with 80+ candidates attending.





3.3.3 Continuously assess and refine compensation and benefits to attract and retain talent while maintaining financial sustainability.

Employee Assistance Program (EAP) Enhancement!

Pflugerville ISD is proud to announce significant enhancements to our employee counseling and comprehensive employee support program for the upcoming 2025-2026 academic year. We firmly believe that a vibrant and accessible Employee Assistance Program (EAP) is not merely a benefit, but a fundamental pillar in fostering the mental health and overall well-being of our dedicated employees and their families. This commitment directly translates into a multitude of positive outcomes for our district, including substantially improved morale, a notable reduction in absenteeism, and a significant increase in overall productivity across all departments.

Our newly expanded program will offer several key enhancements designed to provide more robust and accessible support. Foremost among these is the increase in our in-person counseling support. We recognize the profound importance of direct, personalized care, and as such, we are thrilled to raise the annual limit on in-person counseling visits from the previous three visits to a more comprehensive five visits per employee per year. This expansion ensures that our employees have greater flexibility and access to the professional support they may need during challenging times.

Furthermore, in a proactive step regarding self-care, Pflugerville ISD will be implementing the innovative One Pass gym membership program. This exciting new initiative is scheduled to launch during the fall of 2025. The One Pass program will provide our employees with unparalleled access to a wide network of fitness centers and wellness facilities, empowering them to prioritize their physical health and discover diverse avenues for stress relief and recreation. We anticipate that this comprehensive approach to employee support, encompassing both mental and physical wellness, will cultivate a more resilient, engaged, and thriving workforce, ultimately benefiting the entire Pflugerville ISD community.



Pflugerville ISD

4: Community



4: Community

4.1 Collaboration between the Pflugerville community and the PfISD will promote resources that benefit families and students and foster a value for learning.

- 4.1.1 Explore opportunities to strengthen connections between the district and the community through meaningful engagement and collaboration.
- 4.1.2 Provide resources and support to families that enhance access, engagement, and connections between the district and the community.
- 4.1.3 Develop opportunities that engage students, families, and the district in meaningful discussions about the importance of learning.

4.1.1 Explore opportunities to strengthen connections between the district and the community through meaningful engagement and collaboration.

Convocation Sponsorship Opportunities Now Available

Convocation 2025 is just around the corner, and the Communications Department is actively seeking community partners to help us celebrate the start of a new school year with our more than 3,500 employees. This year's event will take place on Friday, August 8, at the Kalahari Resort in Round Rock and offers multiple opportunities for local businesses, organizations, and community members to show their support for PfISD staff.

Sponsorship levels range from vendor tables to exclusive presenting sponsor packages, with added benefits like on-stage recognition, ad placement in The Pflyer digital magazine, and shoutouts on district social media channels. In addition to formal sponsorships, we are also welcoming donations of raffle prizes and staff gifts to help make the day special.

We encourage you to share this opportunity with your networks and help us spread the word. Click here to view the full list of sponsorship options. Those interested in sponsoring or donating may reach out directly to Clara Espinosa in the Communications Department at clara.espinosa@pfisd.net.

Let's make this a memorable kickoff to the 2025–2026 school year with the support of our incredible community.

4.1.2 Provide resources and support to families that enhance access, engagement, and connections between the district and the community.

Online Lunch Application System

Effective July 14th, a new Online Student Lunch Application System will be launched for all PfISD parents and students.

Parents/Guardians will receive an individualized email link for each child/student enrolled in a PfISD school. This secure link will display a pre-populated form, requesting responses to three fundamental questions. The submitted form will then be accessible on the respective campus dashboard. Parents with a child/student enrolled at a Community Eligibility Provision (CEP) campus will receive an additional email containing the link to complete the National School Lunch Form.

This form will be monitored and processed by the PfISD Food Services team and will offer PfISD real time data to help families ensure proper nutrition for their children. This process will also streamline the efforts for PfISD's National School Lunch Program percentages which will aid key areas such as E-Rate funding and overall accountability designations.



Pflugerville ISD

5: Safety, Belonging and Mental/Social Wellness



5: Safety, Belonging and Mental/Social Wellness

5.1 Supporting mental and social wellness enhances resilience, performance, and relationships for students and staff.

- 5.1.1 Incorporate mental, emotional, physical, and social wellness into daily routines.
- 5.1.2 Cultivate a positive campus culture and strengthen community partnerships to support student and staff wellness.
- 5.1.3 Expand opportunities for students to develop self-advocacy and self-determination skills.
- 5.1.4 Expand opportunities for students to explore their potential and mentor them in navigating challenges and achieving positive outcomes.
- 5.1.5 Prioritize staff well-being, professional growth, and a positive campus culture.

5.2 A culture of safety, collaboration and connection empowers learners to fully engage in the learning process.

- 5.2.1 Implement peer programs to foster connections, support, and a welcoming environment.
- 5.2.2 Build a support network that addresses students' mental, emotional, and social health needs.
- 5.2.3 Expand access to counseling services, embed well-being practices, and use restorative approaches to promote belonging and resilience.
- 5.2.4 Upgrade security measures, emergency preparedness, and compliance ensures student and staff safety.

5.3 Focusing on a culture of dignity ensures everyone in our community feels welcome, respected, and able to be their true self.

- 5.3.1 Assess and identify barriers to access and opportunities through data collection and stakeholder engagement.
- 5.3.2 Set clear expectations for respectful interactions to ensure everyone's dignity is valued.
- 5.3.3 Strengthen connections and shared responsibility by partnering with families, alumni, community organizations, and local businesses.

5.1.1 Incorporate mental, emotional, physical, and social wellness into daily routines.

No Increase in Student Meal Prices for 2024–25

Thanks to sound financial management and a strong fund balance, Pflugerville ISD Food Services, in collaboration with the United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA), will not increase meal prices for the upcoming 2024-25 school year. Remarkably, PfISD has maintained current student meal prices since the 2018-19 school year, continuing its commitment to affordability and access.

The district is still awaiting official guidance on adult meal pricing, as required by USDA and TDA regulations. Updates will be shared once final directives are received.

5.2.2 Build a support network that addresses students' mental, emotional, and social health needs.

Rising Together: Westview's Vision for Student Well-Being & Student Success

We are excited to welcome the new Westview Middle School leadership team to Pflugerville ISD!

This passionate group of educators brings energy, experience, and a strong commitment to supporting every student. As they begin this important journey, their top priority will be to build a robust support network that nurtures students' mental, emotional, and social well-being, which leads to student academic success. By fostering strong relationships, partnering with families, and leveraging community resources, the Westview team is ready to create a safe and inclusive environment where students feel seen, heard, and supported. Their work will help ensure that all students are equipped with the tools they need to thrive both inside and outside the classroom. Pflugerville ISD proudly stands behind Westview's vision to cultivate a school culture where every student can reach their full potential. Go Wildcats!



Dr. Emily Delgado, *Principal*
Amanda Vela, *Dean of Instruction*
Jeffrey Martinez, *Assistant Principal*
Michael Hartsfield, *Assistant Principal*

5.3.1 Assess and identify barriers to access and opportunities through data collection and stakeholder engagement.

Expanding Access Through Flexible Learning Pathways

Pflugerville ISD is committed to fostering a culture of dignity by identifying and removing barriers to educational access and opportunity for all students.

The Optional Flexible School Day Program (OFSDP) is a key initiative supporting this commitment. Implemented at all comprehensive high school campuses and PACE High School, the program allows students who meet criteria under Texas Education Code §29.0822(a) to complete their coursework on a flexible schedule. The goal is to support students who are at risk of dropping out, have already dropped out, or are behind in core subject areas—
providing them with a personalized pathway toward graduation.

During the 2024–2025 school year, 112 PFISD students benefited from this flexible learning model, illustrating its effectiveness in addressing individual needs and promoting equity in educational attainment.

In addition, Pflugerville ISD is partnering with Graduation Alliance to further support students who have disengaged from school. This innovative partnership offers a fully virtual academic program that enables students who have dropped out to reengage with their education and earn a high school diploma.

To continue offering these vital options, the district must annually renew its OFSDP application with the Texas Education Agency. The renewal for the 2025–2026 school year will be presented for board approval at the July 17 meeting.

By embracing flexible, student-centered solutions, Pflugerville ISD continues to break down barriers and ensure every student has a dignified and viable path to graduation and future success.



Pflugerville ISD

6: Communication



6: Communication

6.1 Transparent and proactive communication builds trust and allows for understanding and collaborative problem-solving.

- 6.1.1 Create communication protocols tailored to multiple audiences, which includes tool kits for maintaining consistency, establish standards for response times, and ensure information is kept up to date.
- 6.1.2 Provide training to staff, including strategies for developing a communication plan to solicit feedback and how to handle tough conversations.

6.2 Sharing the meaningful work students are accomplishing with the community builds connections, fosters pride, and ensures a lasting impact beyond the classroom.

- 6.2.1 Identify new ways to showcase student progress and successes.
- 6.2.2 Identify ways to publicize collaborative and innovative partnerships.
- 6.2.3 Encourage community involvement through unique service opportunities and engaging initiatives.

6.3 The value of listening is a key component of communicating because every voice deserves to be heard.

- 6.3.1 Develop and implement protocols for receiving, and responding to, regular feedback from staff, parents, students, and the community.

6.1.1 Create communication protocols tailored to multiple audiences, which includes tool kits for maintaining consistency, establishing standards for response times, and ensure information is kept up to date.

June Enrollment Campaign Generates Over One Million Impressions as Video Ads and Early Pre-K Outreach Drive Engagement

In June, the Communications Department launched a wide-reaching and sustained effort to drive student enrollment across all grade levels for the 2024–2025 school year. With summer enrollment in full swing, the team expanded its outreach through a combination of email communication, social media campaigns, and paid advertising that collectively reached hundreds of thousands of families throughout the Central Texas region.

A key focus remained on Pre-K recruitment, where early engagement continues to show strong results. On June 20, an email was sent to 504 Pre-K families as part of the district's ongoing drip campaign, which includes links to PfISD's Pre-K overview video and parent testimonials. The email achieved a 51.8 percent open rate and 54 clicks, signaling continued family interest in early learning options and confidence in the district's communication. There are now more than 500 families signed up to receive regular Pre-K enrollment information, allowing for early relationship-building and greater awareness of the district's offerings.

The department also launched a two-month-long social media ad campaign promoting both Pre-K and general enrollment. The Pre-K video-based campaign generated 361,237 impressions and 3,484 clicks, with an ad spend of $1,344 as of June. A second enrollment-focused ad, also video-driven, resulted in over 500,000 impressions and 4,483 clicks with a spend of $2,049. In both campaigns, video ads continued to outperform static images, prompting the department to expand the use of testimonials and program highlights in future content.

The district's Google Ad campaign also ramped up significantly, generating more than 933,000 impressions and 16,700 clicks in June alone. With more than 14,000 conversions—families taking steps such as visiting the website or starting the enrollment process—the campaign delivered strong return on investment at just under $4,000 in ad spend. These efforts targeted families in Pflugerville, Manor, Hutto, and Austin.

Additionally, connected TV advertising continued through Disney and Hulu platforms, generating more than 40,000 impressions and helping broaden reach to families in a format that complements traditional digital channels.

The Communications Department will continue these efforts through July to ensure strong awareness and enrollment numbers ahead of the new school year.

Graduation Edition of The Pflyer Showcases Student Excellence

In June, the Communications Department released a special graduation edition of The Pflyer, Pflugerville ISD's new digital magazine launched earlier this spring. This marks the first time we've dedicated an edition exclusively to celebrating our graduates, and it provided a meaningful platform to shine a spotlight on our Top 10 students at each high school campus.

The graduation edition highlights the academic achievements, future plans, and personal reflections of our highest-achieving seniors, capturing the spirit of pride and accomplishment that comes with commencement.

We invite you to view the special edition on our website at: [www.pfisd.net/news/pflyer.](www.pfisd.net/news/pflyer)





6.2.3 Encourage community involvement through unique service opportunities and engaging initiatives.

Meal Payments Made Easy with MySchoolBucks

Pflugerville ISD continues to offer multiple convenient options for families to pay for student meals:

No-Fee Payment Options

- Cash or Check payments can be made directly at any PfISD cafeteria with no service fees.
- Please make checks payable to Pflugerville ISD Food Service and include:
  - Driver's license number
  - Phone number
  - Student's name
  - Student's school ID number

Online Payment Options

Families may also pay online at MySchoolBucks.com or via the mobile app using:

- Credit/Debit Card: $3.25 per transaction (increasing to $3.50 starting August 1, 2025, for transactions up to $200)
- E-Check: $2.75 per transaction



Helpful Reminder

Accounts through MySchoolBucks are free to create and manage, giving families access to helpful features like low balance notifications, student meal history, and management of multiple student accounts at no cost. While online payment transactions incur a small fee, all in-person payments made at school cafeterias by cash or check are completely free and can still be tracked through the MySchoolBucks platform.

For questions, contact MySchoolBucks support at parentsupport@myschoolbucks.com or (855) 832-5226.



Pflugerville ISD

7: Finance



7: Finance

7.1 Transparent and intentional financial planning paves the way for student and staff achievement.

- 7.1.1 Explore grants, partnerships, and cost-saving measures to strengthen district financial sustainability.
- 7.1.2 Utilize multi-year financial forecasting to support long-term sustainability and strategic growth.
- 7.1.3 Provide ongoing financial literacy training for campus and department staff to foster an understanding of budgeting practices.
- 7.1.4 Enhance financial transparency with all stakeholders.

7.2 Finances are the pathway, not the barrier, to achieving equitable access to education for every student.

- 7.2.1 Support legislative and policy discussions that promote adequate and sustainable school funding.
- 7.2.2 Regularly assess and adjust financial strategies to remove obstacles to student success.

Pflugerville ISD Earns Prestigious National Recognition for Financial Excellence

Pflugerville ISD has been awarded the Certificate of Excellence in Financial Reporting by the Association of School Business Officials International (ASBO). This national honor highlights PfISD's steadfast commitment to financial transparency, responsible stewardship, and excellence in public education.

The recognition was awarded for the Annual Comprehensive Financial Report (ACFR) for the fiscal year ending August 31, 2024. This notoriety is a reflection of staff dedication to clear, accountable, and forward-thinking financial practices that directly support student success.

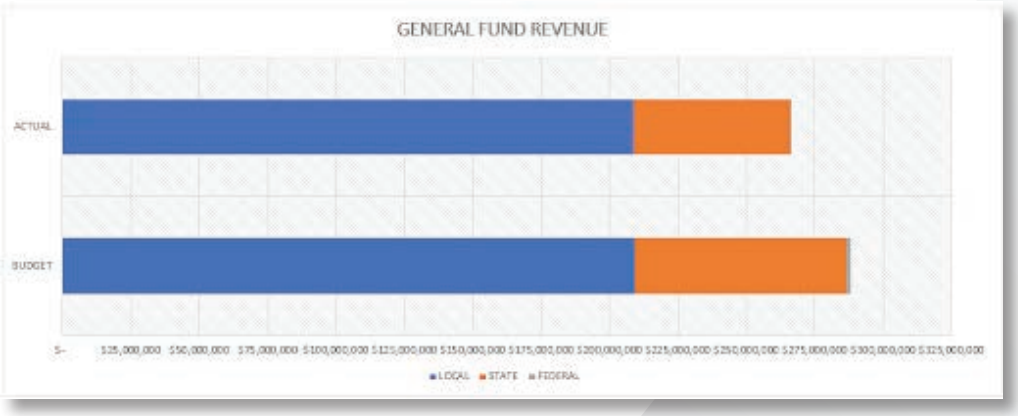
At PfISD, strong financial leadership is a foundation for student achievement, staff support, and community trust. This award reinforces the District's ongoing mission to ensure that every dollar is used with purpose to fuel innovation, and excellence across the district.

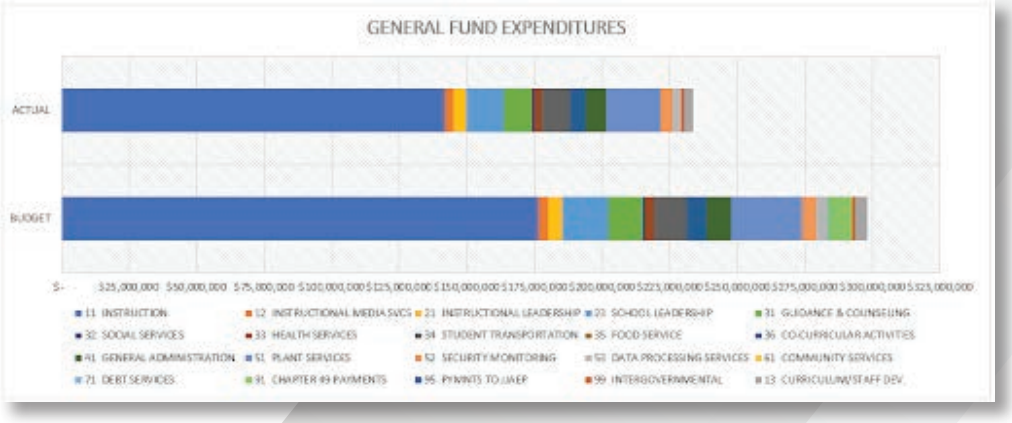
July Financials and Tax Collections

General Fund

In June, Pflugerville ISD's general fund revenue totaled $3.8 million, bringing year-to-date realized amounts to 93% of the amended $288 million budget. This marks a 15% increase compared to the same period last year, primarily due to timely state revenue payments.

On the expenditure side, the district spent $22.5 million in June, with total year-to-date expenditures reaching 78% of the $298.1 million budget. This reflects an 8% increase over the prior year.

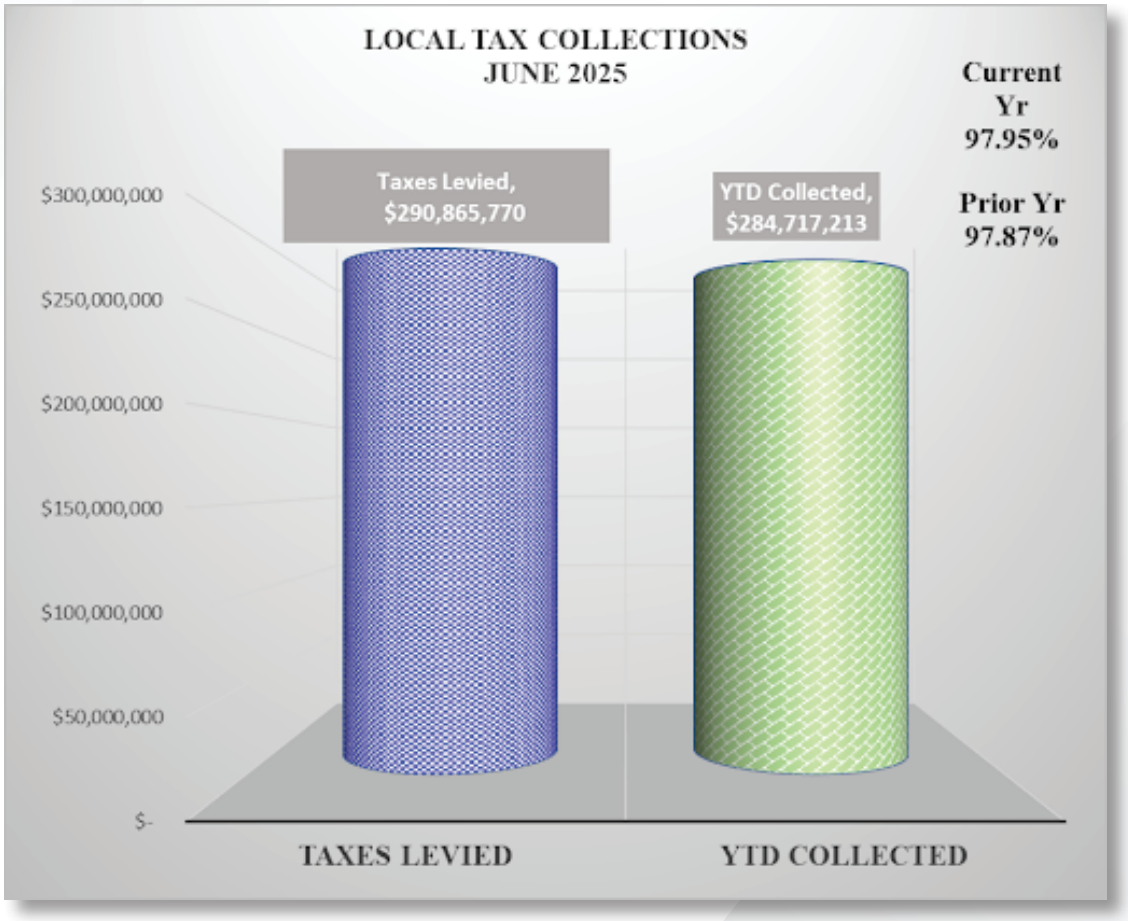




Food Service
In June, the Food Service department generated $104,319 in revenue and recorded $220,824 in expenditures. For the fiscal year to date, the department has achieved 92% of its $17 million revenue budget and 84% of its $19.9 million expenditure budget.

Debt Service
In June, the Debt Service Fund received $142,183 in revenue from interest earnings, demonstrating the district's continued focus on maximizing investment returns. Expenditures for the month were minimal, totaling just $400 in debt service fees.

Tax Collections
As of June, local tax collections remain steady at 97.95% of the $290.8 million total levy. While no new tax collection deposits were received in June, county tax offices continue to process payments and apply adjustments as needed



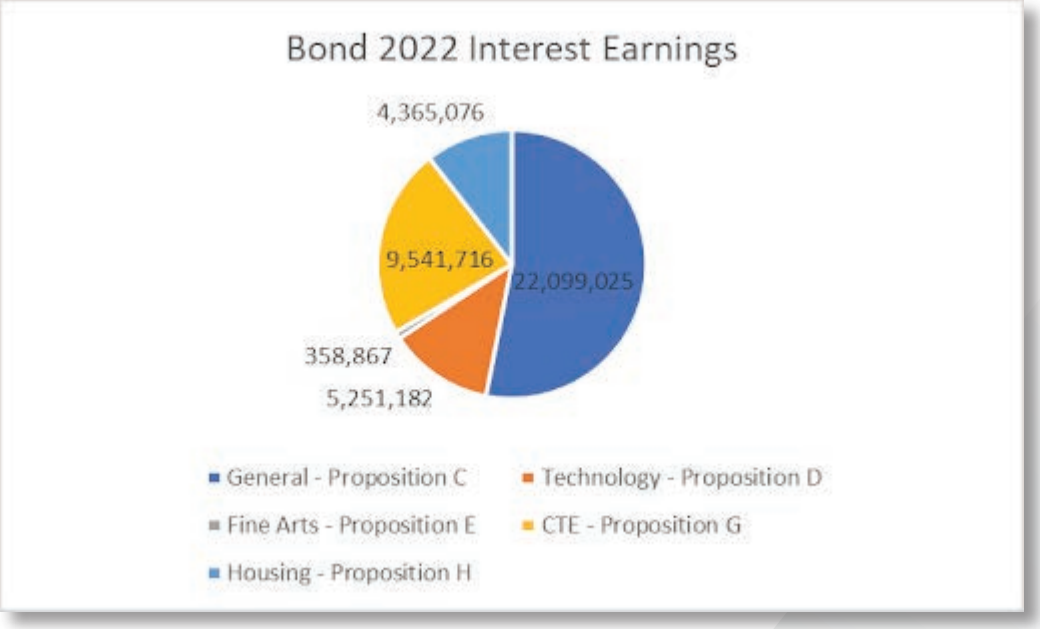
Bond Funds

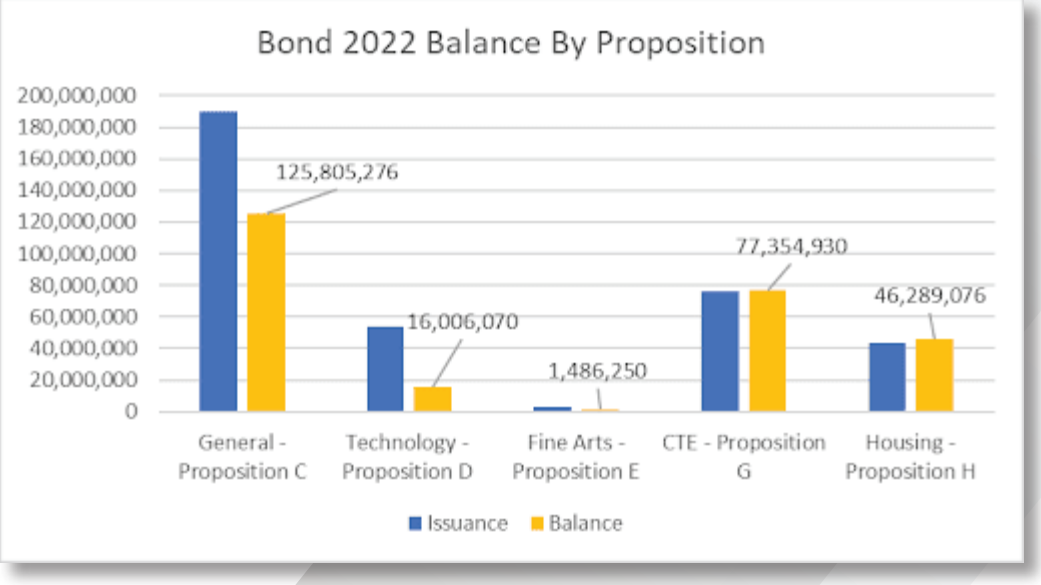
Bond	Issue Amount	Interest and Other Revenue	Cumulative Expenditures	Balance
2008	125,935,319	6,832,100	132,762,921	4,498
2018	332,000,000	17,331,300	337,866,223	11,465,077
2022	367,204,000	41,615,865	141,878,263	266,941,602

2008 Bond: This bond is nearly complete, with approximately $3,049 in remaining projects to be finalized. After these projects are completed, the bond will be closed.

2018 Bond: Approximately $11.3 million remains available for general project use, including $3.9 million in unspent interest earnings and $183,845 in COVID reimbursement funds earmarked for technology projects. Funds totaling $447,745 from the sale of surplus school buses remain and will be used to support transportation needs.

2022 Bond: The remaining balance across all propositions is $265.8 million. Since the bond sale in February 2023, the bond program has earned $40.5 million in interest revenue, further supporting district projects and initiatives within the program.







Pflugerville ISD

8: Facilities



8: Facilities

8.1 Monitoring, Reviewing, and Addressing Facilities and Infrastructure is Critical for Fostering a Welcoming Culture

- 8.1.1 Develop a comprehensive facilities master plan for proactive maintenance and sustainability of district facilities.
- 8.1.2 Create a five to ten-year strategic vision for facility efficiencies and improvements.
- 8.1.3 Ensure responsible oversight of bond-funded projects.

8.2 Integrating Sustainable, Energy-Efficient and Beautification Solutions Leads to More Cost-Effective and Welcoming Campuses.

- 8.2.1 Invest in energy-efficient building upgrades to reduce operational costs and align with long-term environmental goals.
- 8.2.2 Explore alternative design concepts to create aesthetically pleasing environments.

8.1.3 Ensure responsible oversight of bond-funded projects.

Summer Renovation and Construction

The Facilities and Construction team has begun oversight of the renovation and upgrade project scheduled for 2025 summer months. These projects range from renovations of restrooms and classrooms through full Heating, Ventilation, and Air Conditioning (HVAC) replacements.

The district has seven campuses under HVAC repairs or replacements:

- **Westview Middle School (Minor - Completion from 2024)**
  - On Schedule
  - Completion Estimate - August 1, 2025
- **Pflugerville High School (Minor - Auxiliary Buildings / Control Systems)**
  - Control System Upgrades Through September 30, 2025
  - Ancillary Building Upgrades (6 Units) - Complete
- **Wieland Elementary (Major - Site Closed – Full Replacement)**
  - On Schedule - 60% Complete
  - 4 Late Delivery Units To Be Replaced November 2025
- **Kelly Lane Middle School (Major - Site Closed – Full Replacement)**
  - On Schedule - August 1, 2025
  - All Units Except for Gymnasium Installed
- **Windermere Elementary (Major - Site Closed – Full Replacement)**
  - 60% Complete
  - One Chiller Unit Upgraded July 2025
  - Second Chiller Unit To Be Installed November 2025
- **Northwest Elementary (Major - Site Closed – Full Replacement)**
  - On Schedule - August 1, 2025
  - All Units On Site and Upgrades Ongoing
- **Provan Opportunity Center (Major - Full Replacement)**
  - Equipment Delays
  - Potential Delivery Late July
  - Upgrades Commence Late July Through November 2025

Additional campus renovations are currently underway as well:

- **Rowe Lane Elementary (Full Campus)**
  - On Schedule - 65% Complete
  - Several Wings Tile/Paint Completed
- **Dessau Middle School (Admin, Classrooms, Restrooms, Library)**
  - On Schedule - 50% Complete
  - Wall Tile in Progress
- **Highland Park Elementary (Restrooms)**
  - On Schedule - 60% Complete
  - Wall Tile in Progress
- **Park Crest Middle School (Restrooms)**
  - On Schedule - 70% Complete
  - Stall Partitions and Punch List Items in Progress
- **Connally High School (Data Cabling, Restrooms)**
  - Cabling On Schedule
    MDF Cabling Complete - Online
    4 Remaining IDFs - Cabling Being Terminated
  - Competition Gym Restrooms
    On Schedule - August 8, 2025
    Demolition Complete

Performing Arts Center Upgrades

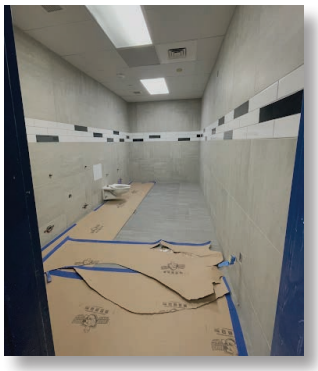
- **Connally High School**
  - On Schedule - 75% Complete
  - Audio Upgrades Ongoing
- **Hendrickson High School**
  - On Schedule - 75% Complete
  - Audio Upgrades Ongoing
- **Pflugerville High School**
  - On Schedule - 25% Complete
  - Electrical Upgrades Ongoing
  - Completion Schedule September 2025

Technology Upgrades

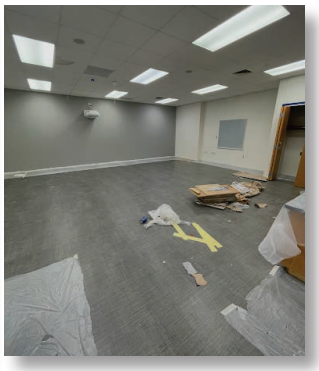
- **Projector Replacements**
  - Elementary - Phase 1 Complete
  - Elementary - Phase 2 Ongoing - 80% Complete
    Whiteboard Installation, 3 Campuses Remaining
    Projector Installation, 1 Campus Remaining
  - Weiss High School - Complete
- **2025 Summer Computer Replacement Cycle**
  - On Schedule - 90% Complete
- 1 Campus Remaining

New Construction

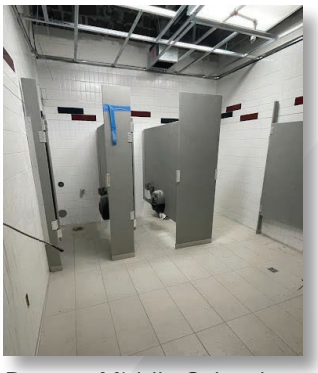
- **Weiss High School Weight Room**
  - On Schedule
  - Completion Fall 2025



Rowe Lane Elementary
Restroom Progress



Rowe Lane Elementary
Classroom Progress



Dessau Middle School
Restroom Progress



Dessau Middle School
ClassroomProgress



Kuempel Stadium
(Pflugerville High School)
Turf Replacement Progress



Pflugerville ISD

Board of Trustees

Board Agenda Focus Points



July 17, 2025 – Pflugerville ISD
Board of Trustees Meeting Agenda Summary

The following items are scheduled for discussion and possible action during the July 17, 2025 regular meeting of the PfISD Board of Trustees. This summary is designed to keep our community informed about key decisions and activities.

Location: PfISD Administration Building, 1401 W. Pecan Street
Time: 6:00 PM, Thursday, July 17, 2025
Livestream: Available here

We invite families, staff, and community members to attend or tune in to this important meeting as we continue building a bright future for every student in Pflugerville ISD.

Agenda Item IV. Consideration and Possible Approval of a 2025–2026 General Pay Increase for Staff

- The Board will consider a recommendation to increase salaries for PfISD employees:
- A $2,500 raise for teachers with 3–4 years of experience
- A $5,000 raise for teachers with 5+ years of experience
- Additional supplements for early-career teachers (0–2 years)
- Increases for staff not covered by House Bill 2.

This proposal is part of PfISD's strategy to attract and retain high-quality educators while aligning with legislative mandates and recommendations from the Texas Association of School Boards (TASB).

V. Consideration of TASB's Recommended Changes to Local Policy EFB, FD, FM, and FNCE – First Reading

The following policies are presented for consideration. General Counsel will present the recommendations of both district staff and the Board's Policy Committee:

- Policy EFB (Library Materials):
  Addresses the selection, evaluation, and availability of library materials, ensuring support for student learning and access to diverse perspectives.
- Policy FM (Extracurricular Activities):
  Outlines guidelines for student participation in extracurricular programs and references eligibility standards in related policies.
- Policy FD (Admissions):
  Defines eligibility for district enrollment and participation in programs, including clarification regarding private and homeschool students.
- Policy FNCE (Personal Communication Devices):
  Governs student use of personal electronic devices on school property during the school day.

VI. Consideration and Possible Approval of District Local Policy Adjustments to DEC – Second Reading

The Board will conduct a consideration of approval for proposed changes to Policy DEC, which relates to employee leave. No additional staff changes are recommended following Board review earlier this month.

VII. Consent Agenda

A. Approval of Previous Meeting Minutes
Final consideration of minutes from:

- June 5, 2025 (Workshop)
- June 24, 2025 (Special)
- June 26, 2025 (Regular)

B. Optional Flexible School Day Program (OFSDP) Application
PfISD seeks to continue and expand the Optional Flexible School Day Program to support students at risk of dropping out. This program offers personalized schedules and instructional delivery—including virtual options—for students who:

- Have dropped out or are at risk of doing so
- Attend an innovative campus redesign or early college high school
- Have attendance challenges that would otherwise deny them course credit
  The program includes campuses such as PACE (the district's alternative high school), all four comprehensive high schools, and Provan Opportunity Center.
- A new online component, in partnership with Graduation Alliance, includes:
  - Wi-Fi-enabled laptops and mobile hotspots
  - Texas-certified teachers
  - Academic and career coaching
  - Industry certification prep
    This approach offers both rigor and flexibility to help students meet graduation goals.

C. Credit by Exam (CBE) for Equine Science and Small Animal Management
The district proposes administering Credit by Exam for two Career and Technical Education (CTE) Animal Science courses. These exams allow students with real-world experience—such as work with animals or agricultural programs—to test out of coursework and earn credit.

Key exam features include:
- Full alignment with Texas Essential Knowledge and Skills (TEKS)
- Standardized, proctored testing
- A rigorous audit and review process involving subject matter experts
- Validity, security, and depth of knowledge checks

Students who score 80% or higher will receive course credit and transcript recognition.

D. Federal Grant Application Notification for 2025–2026
PfISD will present a detailed report (no action required) on how it intends to utilize federal grant funding (assuming the federal government releases the funds) from multiple sources for the 2025–2026 school year:

- **Title I, Part A**: $3.6 million for services at 24 Title I schools, including staff, homeless support, summer programs
- **Title II, Part A**: $674,000 for teacher development, recruitment, mentoring
- **Title III, Part A**: $718,000 to support emergent bilingual students
- **Title III Immigrant**: $104,000 for additional learning and student transcripts
- **Title IV, Part A**: $275,000 for mental health services, AP testing fees, academic enrichment
- **Texas Education for Homeless Children and Youth (TEHCY)**: $60,000 to improve stability and success for homeless students
- **Individuals with Disabilities Education Act (IDEA-B)**: $4.4 million for special education staffing, services, and supplies

E. Hendrickson High School Theatre Program – Trip to New York City
The Board will consider a request for 60 students and 6 chaperones to travel to New York from March 20–24, 2026, to:

- Attend a Broadway Master Class
- Explore cultural and historical sites

The trip is student-funded through a combination of direct payments and fundraising activities. Students will miss two days of school. No conflicts with STAAR testing are expected.

F. Approval of Design-Build as a Construction Delivery Method
The Board will consider adding Design-Build as a fourth approved method to deliver 2022 Bond construction projects. This method utilizes a single firm for both design and construction, streamlining timelines and minimizing administrative delays.

G. Approval of Outside Employment with Region 13
Per House Bill 3372, the Board will consider approving consulting arrangements between three PfISD employees and the Region 13 Education Service Center, which have been reviewed to ensure there is no conflict with district responsibilities.

H. PAYBAS Lease Agreement Extension
Pflugerville Area Youth Baseball and Softball (PAYBAS) requests an extension of its facility lease for a period of up to five years. The updated lease includes terms that allow for district flexibility if needed and will help PAYBAS pursue grants for facility improvements.

I. Approval of Purchases Over $50,000

The Board will consider approving major purchases from approved vendors across various operational areas, including HVAC, curriculum, legal services, pest control, and special education services.

In compliance with District policy CH(Local), any single, budgeted purchase of goods or services costing $50,000 or more requires Board approval before a transaction may take place. The following items are presented for consideration:

1. **Legal Services**
- Purpose: Provide legal services for 2025-2026.
- Cost: $200,000
- Funding Source: General Fund
- Vendor: Walsh Gallegos Kyle Robinson & Roalson P.C.
- Rationale: Legal services provided for the District for 2025-2026 school year.

2. **Mowing Services**
- Purpose: Provide mowing services for areas where our District staff cannot complete for the 2025-2026 school year.
- Cost: $120,000
- Funding Source: General Fund
- Vendor: Abescape Group LLC
- Rationale: Abescape is used on District mowing projects when our District staff does not have the availability to complete them.

3. **Bus Tires Mount and Dismount Services**
- Purpose: To replace worn bus tires on the 172 yellow bus fleet during the 2025-2026 school year.
- Cost: $145,000
- Funding Source: General Fund
- Vendor: Southern Tire Mart LLC
- Rationale: Replacing school bus tires is critical for safety, performance, and regulatory compliance. Tires must have sufficient tread to provide traction, especially in wet conditions. Worn tires increase the risk of hydroplaning and reduce braking performance.

4. **Purchase of Bus Parts & SPED Equipment**
- Purpose: To replace worn and expired SPED equipment and maintain/repair 172 yellow buses.
- Cost: $60,000
- Funding Source: General Fund
- Vendor: Buck's Wheels and Equipment Company
- Rationale: For the purchase of bus parts and worn out and expired SPED equipment to maintain a safe environment and legally compliant environment.

5. **Translation and Interpretation Services**
- Purpose: Provide translation and interpretation services.
- Cost: $120,000
- Funding Source: General Fund
- Vendor: Propio LS LLC
- Rationale: For translation and interpretation services provided for Special Education and Multilingual to meet federal and state mandates.

6. Emergent Bilingual Student Services Platform

- Purpose: Elevation platform is used to ensure compliant, efficient and data-driven documentation for emergent bilingual student services.
- Cost: $150,000
- Funding Source: General Fund
- Vendor: Curriculum Associates dba Ellevation
- Rationale: Elevation platform is used to ensure compliant, efficient and data-driven documentation for emergent bilingual student services. It will be used at six initial campuses: River Oaks ES, Dessau ES, Northwest ES, Timmerman ES, and Spring Hill ES.

7. Window Repairs

- Purpose: Provide District wide window labor and repair services.
- Cost: $70,000
- Funding Source: General Fund
- Vendor: Anchor Ventana Glass
- Rationale: For District wide expenses for fiscal year 2025-2026 of labor and repairs for building windows.

8. HVAC Parts and Services

- Purpose: Provide District wide equipment and supplies for HVAC department.
- Cost: $60,000
- Funding Source: General Fund and Food Service Fund
- Vendor: Commercial Kitchen Parts and Service
- Rationale: For fiscal year 2025-2026 for equipment & supplies of the HVAC department, i.e.- water filters, temperature controls, control boards, motors, labor & materials.

9. Equipment and Supplies

- Purpose: Provide District wide equipment and supplies for support services maintenance departments.
- Cost: $130,000
- Funding Source: General Fund
- Vendor: Home Depot
- Rationale: Annual estimated cost for 2025–2026 equipment and supplies for Support Services departments including electrical, plumbing, HVAC, grounds & maintenance.

10. HVAC Equipment and Supplies

- Purpose: Provide District wide HVAC equipment and supplies.
- Cost: $120,000
- Funding Source: General Fund
- Vendor: Johnston Supply of Austin
- Rationale: Annual estimated cost for 2025-2026 District wide purchases of HVAC equipment and supplies.

11. Pest Services

- Purpose: Provide District wide pest service.
- Cost: $70,000
- Funding Source: General Fund
- Vendor: Nolan Pest Service LLC DBA Pestmaster
- Rationale: Annual Estimated Cost for 2025–2026 for District wide pest control services.

12. Vehicle Parts and Equipment

- Purpose: Provide vehicle parts and equipment.
- Cost: $60,000
- Funding Source: General Fund
- Vendor: O'Reilly Auto Parts
- Rationale: Annual Estimated Cost for 2025–2026 District wide expenses for vehicle parts and equipment for vehicle repair work done in house.

13. Plumbing Equipment

- Purpose: Provide plumbing equipment and supplies.
- Cost: $145,000
- Funding Source: General Fund
- Vendor: Winston Water Cooler of Austin LTD
- Rationale: Annual Estimated Cost for 2025–2026 equipment and supplies for the plumbing department.

14. Time Keeping Licenses

- Purpose: Provide timekeeping system, support, and maintenance.
- Cost: $95,031
- Funding Source: General Fund
- Vendor: TCP (TimeClock Plus) (TIPS210502)
- Rationale: Annual Renewal for TimeClock Plus Professional Licenses and Hardware Support and Maintenance.

15. Armored Courier Services

- Purpose: Provide district-wide armored courier services.
- Cost: $70,000
- Funding Source: General Fund
- Vendor: Brinks (SCUCISD 21-02V)
- Rationale: Annual estimated cost for 2025-2026 armored courier services to all campus locations and the central administration building.

16. Property Value Audit Services

- Purpose: Provide property value audit services.
- Cost: $100,000.
- Funding Source: General Fund
- Vendor: Perdue Brandon Fielder Collins & Mott LLP
- Rationale: Annual estimated cost for 2025-2026 property value audit services.

17. Financial Audit Services

- Purpose: Purchase financial audit services.
- Cost: $106,100
- Funding Source: General Fund
- Vendor: Whitley Penn (22-008CP)
- Rationale: Annual cost for 2025-2026 financial audit and DebtBook subscription.

18. Bus Radio Installation Kits

- Purpose: Installation kits to replace the current radio system to enhance coverage.
- Cost: $55,000
- Funding Source: General Fund and 2022 Bond
- Vendor: Verizon Wireless
- Rationale: Vehicle kits that keep the bus radios in place. These kits make it possible to remove radios and still have a way to communicate in case of emergency evacuation from the bus.

19. SPED Contracted Services

- Purpose: Emergent Tree provides a comprehensive, tiered behavior support framework and coaching model designed to help campuses implement proactive, positive behavior systems.
- Cost: $89,725
- Funding Source: SPED Federal 224
- Vendor: Emergent Tree
- Rationale: By expanding Emergent Tree to all elementary campuses, the district ensures consistent, proactive systems for teaching and supporting appropriate behavior.

20. Contracted Evaluation Support

- Purpose: Candor provides contracted special education assessment services to supplement district staffing for School Psychologists and Speech-Language Pathologists (SLPs).
- Cost: $200,000
- Funding Source: SPED Federal 224 and General Fund
- Vendor: Candor
- Rationale: The district currently has multiple unfilled vacancies for School Psychologists and SLPs, with no qualified applicants for several positions despite continued recruitment effort. This support helps mitigate workload stress on existing staff and ensures students and families receive timely, compliant assessments and ARD support.

21. Textbooks

- Purpose: For the yearly renewal of Social Studies and Math textbooks purchase for the 2025-2026 school year.
- Cost: $196,628
- Funding Source: Instructional Materials Allotment (IMA)
- Vendor: McGraw-Hill
- Rationale: The Social Studies materials support courses for grades 6-12 for all of our campuses, and the math materials support students from Algebra I to Precalculus across three of our four high schools.

VIII. Executive Session – Personnel (Texas Government Code 551.074)

The Board will discuss and may take final consideration of approval to ratify personnel appointments for:

- Principal – PACE High School
- Principal – Provan Opportunity Center
- Executive Director – Pflugerville Education Foundation

IX. Executive Session – Real Property (Texas Government Code 551.072)

Private discussion of:

- Ongoing and future **land acquisition opportunities**
- **Easements** related to the Career and Technical Education Center construction

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X. Consideration and Possible Approval of Electrical Easement for CTE Facility

Final consideration of approval to grant an electrical easement to the **City of Austin** for the purpose of powering the new **district-wide Career and Technical Education facility.**

Board of Trustees



Board Development

Trustees Strengthen Governance and Gain Insights at TASB Summer Leadership Institute

TASB Summer Leadership Institute (SLI) is TASB's flagship professional development conference, and was held this year in San Antonio on June 11–14. It is designed to engage both new and experienced school trustees, offering a mix of general sessions, concurrent workshops, and specialized institutes. For example, the Texas Trustee Institute for newer board members and the Board Officer Institute for those serving in leadership. Attendees gain practical strategies on human capital, legal compliance, school safety, student success, and emerging education trends... with opportunities to earn continuing education credit along the way

SLI is important for trustees because it strengthens governance through networking, shared learning, and exposure to current best practices, while fulfilling statutory training obligations and ensuring alignment with state education priorities.

To complement the structured learning, during the meeting we encourage each trustee to share a session they found particularly meaningful. This reflection isn't intended to set district strategy, but rather to capture insights that might inspire future conversation, community engagement, or incremental innovation across PfISD.

Board Committee Updates

Governmental Relations and Community Relations Committee

The Governmental Relations and Community Relations Board Committee has spent the summer laying important groundwork to support PfISD's long-term advocacy and community engagement efforts. During two meetings held on June 19 and July 8, 2025, the committee focused on refining its structure, developing resources, and planning next steps for both state and federal advocacy.

The committee began by reviewing and updating its official charges to clarify its role and scope of work and ensure alignment with Board goals. Members also participated in an orientation to set expectations for the committee's focus areas moving forward. A regular meeting schedule was established, with the committee now set to meet on the first Tuesday of every month.

To organize its work effectively, the committee created several living documents, including running notes for each meeting, spaces for committee members' personal notes, and a log for email correspondence. In addition, a shared drive was established to house key documents and resources, such as an annual advocacy timeline, frameworks for both Board and community testimony, and an outline for forming a Legislative Stakeholder Committee.

The committee also focused on outlining strategies for community engagement. Members drafted a plan for a pre-legislative workshop designed to help community members understand and participate in the legislative process. A proposal was introduced to form an Advocacy Advisory Committee (AAC) that would bring additional community voices into the district's advocacy work. Discussions also included reviewing a proposal from OSOD related to charter school advocacy and positioning.

Looking ahead, the committee will meet with Superintendent Dr. Shepherd to align on next steps related to federal advocacy priorities. Members also identified the development of a Culture of Voting Resolution and related initiatives as a future area of focus to promote civic engagement across the district.

Through these efforts, the Governmental Relations and Community Relations Board Committee is working to create a structured, transparent, and proactive approach to advocacy on behalf of PfISD students, staff, and families.

Finance Committe

07-10 Meeting: Compensation Adjustments & Legislative Funding Updates

Overview of Meeting Context

- Finance Committee meeting held on Thursday, July 10th.
- Focused on compensation planning, legislative funding updates (House Bill 2), and budget deficit recalibration.
- Emphasis on aligning salary adjustments and retention funding with market data and legislative mandates.

Key Compensation and Salary Data

- Teacher and Staff Compensation Adjustments
  - The district leads in starting teacher salary compared to central Texas competitors (Big Four: Round Rock, Austin, Leander, Pflugerville).
  - Slight lag in 15-year and 20-year teacher pay compared to Round Rock.
- Proposed increases:
  - Teachers on the standard pay scale: Starting salary rising from $57,700 to $58,300, with $600 adjustments for new teachers and $800 increases for one- and two-year teachers.
  - All other positions receive a 1% increase above the pay range midpoint.
- TASB recommendations:
  - Maintain current pay structures aligned to the market.
  - Evaluate general pay raise scenarios (1%, 2%, 3%).
  - Targeted adjustments for specific groups (e.g., $5,000 stipend for speech-language pathologists, clerical position adjustments) to improve equity and competitiveness.
  - Technology pay plan restructured separately to meet market demands, addressing historical undervaluation of tech roles.

Legislative Influences & House Bill 2 Funding

House Bill 2 mandates:

- Teacher Retention Allotment:
- $2,500 increase for teachers with three to four years of experience.
- $5,000 for teachers with five or more years (permanent until further legislative change).
- Support Staff Retention Allotment: Additional funds ($45,000 per student) for non-administrative positions.
- Additional ABC (Allotment for Basic Costs) funds to offset inflationary pressures (utilities, insurance, transportation) and support broader program funding.

Financial projections under HB2:

- Teacher retention allotment estimated at $6.7 million.
- Support staff allotment, though significant per student, totals less than $1 million in current estimates.
- Additional $2.6 million anticipated from the ABC allotment, with potential program-specific funding increases totaling over $6.4 million when combining various allocated funds.

Budget Recalibration and Fiscal Health

- Originally adopted budget deficit of $10.3 million reduced to an estimated $4.3 million after:
- Incorporating House Bill 2 funding.
- Using carryover funds to partially offset the loss of federal funds.

Compensation plan adjustments and deferred raises are driven by:

- Anticipated further impacts if federal Title I and IDEA-B funds are reduced further (potential 25% cuts).
- Efforts to preserve personnel by cutting programs/resources instead.
- Overall additional state aid projected at $16.8 million, balancing both restricted (earmarked for specific groups) and flexible (ABC funding) uses.

Market & Competitive Considerations

- Comparison with local districts:
- Districts like Austin, Round Rock, and Hutto implement pay increases (0%–1% for non-HB2 groups) while managing targeted HB2 adjustments.
- Proposed increases help ensure competitiveness, especially in areas with vacancies and retention concerns:
- Special education positions (significant current vacancies).
- Educational assistants (EAs).
- Discussion addressed discrepancies with other districts regarding classification and targeted adjustments, emphasizing the district's proactive approach to market compression while preserving core personnel.

Next Steps

- Finalize and include detailed communication materials that clarify compensation adjustments made by HB2 in the boardbook.

Athletics

High School

Athletic Liaison	$	12,000.00
Baseball Assistant	$	4,000.00
Baseball Head	$	6,000.00
Basketball Assistant	$	4,000.00
Basketball Head	$	8,000.00
Cheerleading Assistant	$	3,500.00
Cheerleading Head	$	5,500.00
Cross Country Assistant	$	3,000.00
Cross Country Head	$	5,000.00
Filmer	$	1,500.00
Football Assistant	$	6,500.00
Football Head	$	24,500.00
Football Strength/Cond	$	4,000.00
Football Off/Def Coord	$	8,500.00
Golf Assistant	$	3,000.00
Golf Head	$	6,000.00
Powerlifting Assistant	$	3,000.00
Powerlifting Head	$	4,000.00
Site Coordinator	$	6,500.00
Soccer Assistant	$	4,000.00
Soccer Head	$	6,000.00
Softball Assistant	$	4,000.00
Softball Head	$	6,000.00
Swim Assistant	$	3,000.00
Swim Head	$	6,300.00
Tennis Assistant	$	4,000.00
Tennis Head	$	6,000.00
Trainer	$	12,500.00
Track Assistant	$	4,000.00
Track Head	$	6,000.00
Volleyball Assistant	$	4,500.00
Volleyball Head	$	8,000.00
Wrestling Head	$	5,300.00
Wrestling-Assistant	$	3,000.00

Middle School

Basketball	$	2,000.00
Cheerleading	$	2,500.00
Site Coordinator	$	2,000.00
Cross Country	$	1,500.00
Football	$	3,000.00
Golf	$	2,000.00
Soccer	$	2,000.00
Track	$	2,000.00
Volleyball	$	2,000.00

District

Lead 8-12 PE/Health	$	3,000.00
Lead ES PE Teacher	$	3,000.00
Lead Nurse	$	15,000.00
Lead PreK-7 PE/Health	$	3,000.00
Wellness Program	$	5,000.00

Position Based

High School

HS Band Director Head	$	22,000.00
HS Band Director Asst	$	8,000.00
CTE/Health Science	$	8,000.00
HS Choir Director	$	6,000.00
HS Choir Assistant	$	3,500.00
Dance Lead	$	5,500.00
Dance Assistant	$	3,500.00
CTE Fire Academy	$	5,000.00
HS CTE Computer Science	$	3,000.00
HS Orchestra Director	$	6,000.00
ROTC	$	5,000.00
Secondary HS Math	$	5,000.00
Secondary HS Science	$	3,500.00
HS Theatre Head	$	5,000.00
HS Theatre Asst	$	4,000.00

Middle School

MS Band Director Head	$	8,000.00
MS Assistant Band Dir	$	5,000.00
MS Choir Director	$	3,000.00
MS Choir Assistant	$	2,000.00
MS Dance	$	2,000.00
MS Orchestra Director	$	3,000.00
MS Tech Apps/CS	$	1,000.00
MS Theater Arts	$	3,000.00
Secondary MS Math	$	5,000.00
Secondary MS Science	$	3,500.00

District

Bilingual Spanish	$	7,500.00
Bilingual Vietnamese	$	7,500.00
Cert SPED ESS Acad/Com	$	8,000.00
Certified SPED Behavior	$	6,500.00
Certified SPED ECSE SC	$	4,000.00
Certified SPED Social Comm Support	$	8,000.00
Cert Special Education	$	3,000.00
CTE Project Lead the Way (PLTW)	$	3,000.00
DAEP	$	2,500.00
Doctorate Degree	$	2,000.00
Master's Degree	$	1,250.00
Lead ARD Facilitator	$	3,000.00
Lead LSSP	$	3,000.00
Lead SLP	$	3,000.00
LOTE Latin/Arabic/Chinese	$	3,000.00
LOTE	$	2,000.00
OT, PT, and SLP	$	5,000.00
Third Party License stipend	$	3,000.00
Host Teacher Stipend	$	3,000.00
Host Principal Stipend	$	1,500.00

Department Assigned

Special Education

Lead Teacher 18+ Prog	$	3,000.00
Lead Teacher Adapted PE	$	3,000.00
Lead VI/OM	$	3,000.00
Lead Therapist OT & PT	$	3,000.00
Special Olympic Coord	$	4,000.00

Special Programs

A/V Production	$	2,000.00
AVID Campus Coord	$	1,350.00
CTSO Advisor	$	2,000.00
CTSO Grow Your Own	$	2,500.00
District AP Lead	$	1,000.00
Dist Lead LOTE Teacher	$	2,500.00
GT Adv Acad Lead AP Cap	$	1,000.00
GT MS Lead Teacher	$	1,000.00
Dist Mentor (1st year)	$	1,000.00
Dist Mentor (2nd Year)	$	500.00
LPAC(Secondary)		See Note^

Technology

Communications Liaison	$	750.00
eCoach Coordinator	$	5,000.00

Curriculum

Extra Class	$	6,000.00
Lead Librarian ES	$	4,000.00
Lead Librarian MS	$	4,000.00
My Brother's Keeper	$	2,500.00

Fine Arts

Band Lead	$	3,000.00
Choir Lead	$	3,000.00
Dance Lead	$	3,000.00
Theater Lead	$	3,000.00

Police Stipends

Cert Pay-Int Peace Officer	$	600.00
Cert Pay-Adv Peace Officer	$	1,200.00
Cert Pay-Master Peace Off	$	1,800.00
Edu - Associate Degree	$	900.00
Edu - Bachelor Degree	$	1,500.00
Edu - Master Degree	$	1,800.00
K-9		TBD
Other - Detective on Call	$	3,000.00
Other - Bilingual	$	1,800.00
Other - CIT/MH Officer	$	600.00
Other - Firearms Instructor	$	600.00
Uniform Allowance	$	850.00

Police Dispatcher

Master Telecommunicator	$	1,800.00
Advanced Telecommunicato	$	1,200.00
Dispatcher - Bachelor		$0.50 / HR
Dispatcher - Master		$1.00 / HR
Dispatcher - Doctorate		$2.00 / HR

Campus Assigned

High School

AP Campus Lead	$	1,000.00
Debate Assistant Spon	$	1,750.00
Debate Sponsor	$	2,000.00
Department Chair	$	4,000.00
eSports Coach	$	2,500.00
HS UIL Assistant	$	1,750.00
HS UIL Coordinator	$	3,000.00
National Honor Society	$	1,250.00
Newspaper	$	2,000.00
PTECH Counselor/Teacher	$	3,000.00
Science Olympiad	$	1,500.00
Speech Assistant Spon	$	1,000.00
Speech Sponsor	$	3,000.00
Student Council	$	2,500.00
Yearbook	$	2,000.00

Middle School

AP Lead Content Area	$	500.00
Department Chair	$	1,000.00
Honor Society	$	600.00
Journalism	$	1,750.00
MS UIL Coordinator	$	1,000.00
MS Grade Level Leader		$1,000
MS Pep Squad	$	600.00
Science Olympiad	$	500.00
Student Council	$	750.00
Yearbook	$	1,000.00

Elementary School

Grade Level Leader ES	$	750.00

^Based on Student Numbers when no full time LPAC Faciliator assigned.

Teacher Recruitment Incentives

Transportation CDL	$	1,000.00
Transportation Non-CDL	$	500.00
Blue ChipTeacher Relocation for Specified Recruited Teachers < 75 miles	$	100.00
Blue Chip Teacher Relocation for Specified Recruited Teachers < 200	$	500.00
Blue Chip Teacher Relocation for Specified Recruited Teachers < Out of	$	1,000.00

Princpal/Assistant Principal Recruitment/Retention/Performance Based Stipends

Up to $15,000 as assigned by Superintendent of Schools

Referral Incentives

Custodian (Night /Day)	$	250.00
Bus Driver/Bus Monitor	$	250.00

1X Stipends Paid in May- HS

Class Sponsor - HS	$	500.00
Computer Lab Manager	$	1,000.00
Campus Wellness Coord	$	500.00
UIL Cross-Exam Deb	$	1,000.00
UIL Journalism	$	1,000.00
One-Act Play UIL	$	1,000.00
One-Act Play-Assoc	$	1,000.00
UIL-Accounting	$	500.00
UIL-Calculator	$	500.00
UIL-Computer App	$	500.00
UIL-Computer Science	$	500.00
UIL Congress	$	500.00
UIL-Current Events	$	500.00
UIL-Informative Speaking	$	500.00
UIL-Lincoln-Doug Deb	$	500.00
UIL-Literary Criticism	$	500.00
UIL-Mathematics	$	500.00
UIL-Number Sense	$	500.00
UIL-Poetry	$	500.00
UIL-Persuasive Speak	$	500.00
UIL-Prose	$	500.00
UIL-Ready Writing	$	500.00
UIL-Science	$	500.00
UIL-Social Studies	$	500.00
UIL-Spelling	$	500.00

1X Stipends Paid in May- MS

Campus Wellness Coord	$	500.00
UIL Calculator App	$	250.00
UIL Chess	$	250.00
UIL Congress	$	1,000.00
UIL Oral Reading	$	250.00
UIL Editorial Writing	$	250.00
UIL Impromput Speaking	$	250.00
UIL Listening Compre	$	250.00
UIL Maps, Graphs, Charts	$	250.00
UIL Mathematics	$	250.00
UIL Modern Oratory	$	250.00
UIL Number Sense	$	250.00
UIL Ready Writing	$	250.00
UIL Science	$	250.00
UIL Social Studies	$	250.00
UIL Spelling	$	250.00
Destination Imagination	$	500.00
Math Pentatholon Contact	$	250.00

1X Stipends Paid in May- ES

UIL Campus Coord	$	250.00
DLE Event Coord*	$	250.00
DLE Event Coach*	$	250.00
Science Fair	$	250.00
STEM Coach	$	250.00
UIL Coach	$	250.00
Campus Wellness Champ	$	500.00

*RBES, CWES, CES, WDES, DES, HPES,

Athletics

High School	
Baseball Assistant	3 Per HS
Baseball Head	1 Per HS
Basketball Assistant	3 Girl 3 Boy Per HS
Basketball Head	1 Girl 1 Boy Per HS
Cheerleading Assistant	1 Per HS
Cheerleading	1 Per HS
Cross Country Assistant	1 Per HS
Cross Country Head	1 Per HS
Filmer	1 Per HS
Football Assistant	11 Per HS
Football Head	1 Per HS
Football Strength/Cond	1 Per HS
Football Off/Def Coord	2 Per HS
Golf Assistant	1-HHS & 1-PHS
Golf Head	1 Per HS
Powerlifting Assistant	1-WHS
Powerlifting Head	1 Per HS
Site Coordinator	1 Girl 1 Boy Per HS
Soccer Assistant	2 Girl 2 Boy Per HS
Soccer Head	1 Girl 1 Boy Per HS
Softball Assistant	2 Per HS
Softball Head	1 Per HS
Swim Assistant	Determined by #'s
Swim Head	Determined by #'s
Tennis Assistant	1 Per HS
Tennis Head	1 Per HS
Trainer	2 Per HS
Track Assistant	3 Girl 3 Boy Per HS
Track Head	2 Per HS
Volleyball Assistant	3 Per HS
Volleyball Head	1 Per HS
Wrestling Head	1 Per HS
Wrestling-Assistant	1 Per HS

Middle School	
Basketball	8 Per MS
Cheerleading	1 Per MS
Site Coordinator	1 Girl 1 Boy Per MS
Cross Country	1 Per MS
Football	4 Per MS
Golf	1 Per MS
Soccer	4 Per MS
Track	8 Per MS
Volleyball	4 Per MS

District	
Lead 8-12 PE/Health	1 Per District
Lead ES PE Teacher	1 Per District
Lead Nurse	4 Per District
Lead PreK-7 PE/Health	1 Per District
Wellness Program	1 Per District

Position Based

High School	
HS Band Director Head	1 Per HS
HS Band Director Asst	Determined by #'s
CTE/Health Science	CTE Health Sci HS
HS Choir Director	1 Per HS
HS Choir Assistant	Determined by #'s
Color Guard	Color Guard Instr
Dance Lead	1 Per HS
Dance Assistant	1 Per HS
Fire Academy	CTE Fire/EMT
HS Computer Science	CTE Comp Science
HS Orchestra Director	1 Per District
ROTC	Army & Marine Instr
Secondary HS Math	HS "Math" in Title
Secondary HS Science	MS "Science" in Title
HS Theatre Head	1 Per HS
HS Theatre Asst	1 Per HS

Middle School	
MS Band Director Head	1 Per MS
MS Assistant Band Dir	Determined by #'s
MS Choir Director	1 Per MS
MS Choir Assistant	Determined by #'s
MS Dance	1 Per MS Campus
MS Orchestra Director	1 Per District
MS Tech Apps/CS	Tech Applic MS
MS Theater Arts	1 Per MS
Secondary MS Math	MS "Math" in Title
Secondary MS Science	HS "Science" in Title

District	
Bilingual Spanish	Bil, DL ,Spa Imm
Bilingual Vietnamese	"Vietnamese" in Title
Certified SPED IBC	Cert SPED in IBC
Cert SPED ESS Acad/Com	SPED Comm & Ess
Certified SPED Behavior	Behavior ES, MS, HS
Certified SPED ECSE SC	ECSE Self-Contained
Cert Special Education	Cert SPED In SPED
CTE Project Lead the Way	CTE PLTW
DAEP	Exempt Position OC
Doctorate Degree	Tch & Lib w/degree
Master's Degree	Tch & Lib w/degree
Lead ARD Faciliator	1 Per District
Lead LSSP	1 Per District
Lead SLP	1 Per District
LOTE Latin	Lote Chin, Lat, Arab
LOTE	All not listed above
OT & PT	Occu & Phys Therap

Department Assigned

Special Education	
Lead Teacher 18+ Prog	1 Per District
Lead Teacher Adapted PE	1 Per District
Lead VI/OM	1 Per District
Lead Therapist OT & PT	1 Per District
Special Olympic Coord	1 Per District

Special Programs	
A/V Production	1 Per Hs
AVID Campus Coord	1 Per MS/1 Per HS
CTSO Advisor	10 Per HS; (11-PHS,1-PACE)
CTSO Grow Your Own	Assigned by CTE Director
District AP Lead	3 Per District
Dist Lead LOTE Teacher	1 Per District
GT Adv Acad Lead AP Cap	1 Per HS
GT MS Lead Teacher	1 Per MS
Dist Mentor (1st year)	Det by #'s
Dist Mentor (2nd Year)	Det by #'s
LPAC(Secondary)	See Note^

Technology	
Communications Liaison	1 per Campus

Curriculum	
Extra Class	Only Approved
Lead Librarian ES	1 Per District
Lead Librarian MS	1 Per District
My Brother's Keeper	1 Per HS (PHS, CHS, WHS, HHS)

Fine Arts	
Dance Lead	1 Per District
Theater Lead	1 Per District
Visual Arts Lead	1 Per District
ES Music Lead	1 Per District

Police Stipends

Cert Pay-Int Peace Offic	Offic w/int cert
Cert Pay-Adv Peace Offic	Offic w/adv cert
Cert Pay-Master Peace Offi	Offic w/mas cert
Edu - Associate Degree	Offic w/AS Deg
Edu - Bachelor Degree	Offic w/BS Deg
Edu - Master Degree	Offic w/MA Deg
K-9 - Officer with K9	1/2 Base Hrly * 365
Other - Detective on Call	Detective on call
Other - Bilingual	Bilingual Offic
Other - CIT/MH Officer	CIT/MH Officer
Other-Firearms Instructor	Firearms Instruc
Uniform Allowance	Officers

Police Dispatcher

Master Telecommunicator	Disp w/Mast cert
Advanced Telecommunicator	Disp w/Adv cert
Dispatcher - Bachelor	Disp w/BA Degr
Dispatcher - Master	Disp w/MA Degr
Dispatcher - Doctorate	Disp w/DO Degr

Campus Assigned

High School	
AP Campus Lead	4 Per HS
Debate Assistant Spon	1 Per HS
Debate Sponsor	1 Per HS
Department Chair	10 Per HS
eSport	
HS UIL Assistant	1 Per HS
HS UIL Coordinator	1 Per HS
National Honor Society	2 Per HS
Newspaper	1 Per HS
PTECH Counselor/Teacher	LM needs to ck v
Science Olympiad	1 Per HS
Speech Assistant Spon	1 Per HS
Speech Sponsor	1 Per HS
Student Council	2 Per HS
Yearbook	1 Per HS

Middle School	
AP Lead Content Area	1 Per MS
Department Chair	6 Per MS
Honor Society	2 Per MS
Journalism	1 Per MS
MS UIL Coordinator	1 Per MS
MS Grade Level Leader	3 Per MS
MS Pep Squad	1 Per MS
Science Olympiad	1 Per MS
Student Council	1 Per MS
Yearbook	1 Per MS

Elementary School	
Grade Level Leader ES	8 Per ES

^Based on Student Numbers when no full time LPAC Faciliator assigned.

1X Stipends Paid in May- HS

Class Sponsor - HS	4 Per HS
Computer Lab Manager	1 Per HS
Campus Wellness Coord	1 Per HS
~~TX Assoc Future Edu~~	~~1 Per HS~~
UIL Cross-Exam Deb	1 Per HS
UIL Journalism	1 Per HS
One-Act Play UIL	1 Per HS
One-Act Play-Assoc	1 Per HS
UIL-Accounting	1 Per HS
UIL-Calculator	1 Per HS
UIL-Computer App	1 Per HS
UIL-Computer Science	1 Per HS
UIL-Congress	1 Per HS
UIL-Current Events	1 Per HS
UIL-Informative Speaking	1 Per HS
UIL-Lincoln-Doug Deb	1 Per HS
UIL-Literary Criticism	1 Per HS
UIL-Mathematics	1 Per HS
UIL-Number Sense	1 Per HS
UIL-Poetry	1 Per HS
UIL-Persuasive Speak	1 Per HS
UIL-Prose	1 Per HS
UIL-Ready Writing	1 Per HS
UIL-Science	1 Per HS
UIL-Social Studies	1 Per HS
UIL-Spelling	1 Per HS

1X Stipends Paid in May- MS

Grade Level Leader MS	12 Per MS
Campus Wellness Coord	1 Per MS
UIL Calculator App	1 Per MS
UIL Chess	1 Per MS
UIL Congress	1 Per MS
UIL Oral Reading	1 Per MS
UIL Editorial Writing	1 Per MS
UIL Impromput Speaking	1 Per MS
UIL Listening Compre	1 Per MS
UIL Maps, Graphs, Charts	1 Per MS
UIL Mathematics	1 Per MS
UIL Modern Oratory	1 Per MS
UIL Number Sense	1 Per MS
UIL Ready Writing	1 Per MS
UIL Science	1 Per MS
UIL Social Studies	1 Per MS
UIL Spelling	1 Per MS
Destination Imagination	1 Per Camp
Math Pentatholon Contact	1 Per Camp

1X Stipends Paid in May- ES

~~Geography Bee~~	~~1 Per ES~~
UIL Campus Coord	1 Per ES
DLE Event Coord	1 Per ES
DLE Event Coach	8 Per ES*
Science Fair	1 Per ES
STEM Coach	2 Per ES
UIL Coach	12 Per ES

*RBES, CWES, CPES, WDES, DES, HPES,

Pay Type

Draft Email Together Inquiring 9/19

Discontinued per T. Hendrix

Discontinued Forevermore

Position
CM has a question
Pay Type
Supp for Police

Mileage Stipend 2024-2025

Assistant Director	
ASST DIR ATHLETICS	$1,750
ASST DIR CURRIC & INNOVAT	$1,750
ASST DIR FAC/SUPP SVCS	$1,750
ASST DIR FINE ARTS	$1,750
ASST DIR SAF, SEC & EM	$1,750
ASST DIR SPEC ED	$1,750
ASST DIR STUDENT AFFAIRS	$1,750

Director	
DIR ATHLETICS	$1,750
DIR CAREER/TECH ED	$1,750
DIR COMPLIANCE	$1,750
DIR CONSTRUCTION	$1,750
DIR CURRIC/INOV	$1,750
DIR FED/ST SPEC PRGM	$1,750
DIR FINE ARTS	$1,750
DIR GUIDANCE COUNS	$1,750
DIR HUMAN RESOURCES	$1,750
DIR INFORM SERV	$1,750
DIR MULTILINGUAL EDU	$1,750
DIR OPERATIONS	$1,750
DIR PROCUR/AUX SVCS	$1,750
DIR STUDENT DATA	$1,750
DIR TECH INTEGRATION SVCS	$1,750

Executive Director	
EX DIR ACCT & COMPL	$1,750
EX DIR FAC/SUPPT SER	$1,750
EX DIR HLTH / SAFETY	$1,750
EX DIR LEADERSHIP DEV	$1,750
EX DIR SPECIAL ED	$1,750
EX DIR STUDENT AFFRS	$1,750
EX DIR TECHNICAL SERVICES	$1,750
EX DIR TRANSPORTATION	$1,750

Assistant Superintendent	
ASSISTANT SUPERINTENDENT	$1,750

Cabinet	
CHIEF ACADEMIC/INNOV	$1,750
CHIEF HR OFFICER	$1,750
CHIEF OF STAFF	$1,750

Coordinator	
COORD 504/DYSLEXIA	$1,750
COORD ADVANCED ACADEMICS	$1,750
COORD ATHLETICS	$1,750
COORD COMMUNICATIONS	$1,750
COORD CTE	$1,750
COORD DL/LPAC PROGRAMS	$1,750
COORD ES/SEC ELA, MATH, SCI, SS	$1,750
COORD ESL NEWCOMER	$1,750
COORD FINE ARTS	$1,250
COORD HEALTH SVCS	$1,750
COORD GUIDANCE COUNS	$1,750
COORD LIBRARY SVCS	$1,750
COORD MTSS	$1,750
COORD MULTILING/LOTE	$1,750
COORD PARENT & FAMILY	$1,750
COORD PREK	$1,750
COORD PROF LEARNING	$1,750
COORD PTECH ECHS	$1,750
COORD PUBL NEW MEDIA	$1,750
COORD SOCIAL WORK	$1,750
COORD SPECIAL ED	$1,750
COORD SPEECH SERV	$1,750
COORD STUD AFFAIRS	$1,750
COORD TRANS SERVICES	$1,750
COORD WELCOME CTR	$1,750

Physical Therapy	
ASST PHYS THER	$1,250
PHYSICAL THERAPIST	$1,250

Occupational Therapy	
COTA	$1,250
OCCUPATION THERAPIST	$1,250

Technician	
TECHNICIAN AV	$1,750
TECHNICIAN TECH SUPP	$1,750

Nurse	
LEAD NURSE	$1,750
FLEX NURSE	$1,750

Specialist	
SPEC COMMUNICATIONS	$1,750
SPEC CTE	$1,250
SPEC DL INSTRUCT	$1,250
SPEC DYSLEXIA READING	$1,250
SPEC ESL SS	$1,250
SPEC ES/SEC INST TECH	$1,250
SPEC FAM & SUPP SVCS	$1,250
SPEC MATH ES/SEC	$1,250
SPEC READING ACADEMY	$1,250
SPEC REG ED BEHAVIOR	$1,250
SPEC RTI	$1,250
SPEC SCIENCE	$1,250
SPEC SOCIAL EMOTIONAL	$1,250
SPEC SPEC ED	$1,250
SPEC SPED BEH SUPP	$1,250
SPEC SPED FAMILY ENGAGE	$1,250
SPEC SPED RESOURCE/INC	$1,250
SPEC STUDENT AFFAIRS	$1,250
SPEC TECH ASST	$1,250
SPEC WELCOME CTR	$1,250

Teacher	
ADAPT PE DIST	$1,250
AUDITORY IMPAIR DIST	$1,250
GT LEAD	$1,250
ORIENT MOBILITY DIST	$1,250
SP ED HOMEBOUND	$1,250
STUD SUCCESS/RTI	$1,250
VISUAL IMPAIRED DIST	$1,250

Technology	
ENGINEER SR NETWORK	$1,250
PROJECT MGR TECHNOLO	$1,750
MGR TECH SUPPORT	$1,250
SPEC CLIENT SYS TECH SUPP	$1,750
SPEC TECHNOLOGY SUPP	$1,750
SPEC AV	$1,750
SR NETWORK ADMIN	$1,250

ved by the Coordinator of Compensation and Position Mgmt

UPDATED 07/17/2020

Board of Trustees
Agenda Item Information

SUBJECT **MEETING DATE: 7/17/2025**

Consideration and Possible Approval of District Local Policy Adjustments to DEC – Second Reading

AGENDA PLACEMENT

AI- Action Item

BACKGROUND INFORMATION

The Board previously discussed this policy and requested administration provide additional information prior to adopting this policy. That information was provided to the Board on July 11, 2025.

FISCAL IMPACT STATEMENT

COST: 0

Recurring or One-Time: NA
Funding Source (General/Grant/Other-Specify): NA
Fiscal Year: NA
Amendment Required: NA
Bond Funds (Program Year): NA

RECOMMENDATION

Approve DEC (Local) as presented

Submitted By: Jacob Woolston, General Counsel
Cabinet Member's Approval: Brandy J. Baker, Chief of Staff

REGION 13
EDUCATION SERVICE CENTER

5701 Springdale Road
Austin, Texas 78723-3675
512.919.5313
www.esc13.net

Preliminary Exhibit

Vendor Contract #: C-FY25-52457 Vendor Contract Title: Math Achievement Academies: Aressa Jones Pflugerville ISD

Name of Vendor: Pflugerville ISD Date: 06/18/25

Addresses for Notices/Payments:

To: Education Service Center (ESC) Region 13	To: Vendor
ESC Region 13	Name: Pflugerville ISD
Attn: joe.green@esc13.txed.net	Attn: Pflugerville ISD
5701 Springdale Road	Address: 1401 W Pecan St
Austin, TX 78723	Pflugerville, TX 78660
ESC Region 13 Point of Contact: Jennifer Arzola	Vendor Point of Contact: Pflugerville ISD
Email: jennifer.arzola@esc13.txed.net	Email: aressa.jones@pfisd.net superintendent@pfisd.net
Phone: 512-919-5348	Phone: (512) 594-0013

Project Description (Scope of Work):

Insert a brief statement regarding the history and/or objective of this project. This section provides the Vendor and interested third parties with a broad overview of your department's objective:

Aressa Jones, math coordinator for Pflugerville ISD, will facilitate the fifth grade Math Achievement Academy training from July 21-23.

In accordance with HB 3372 (89th), superintendents and assistant superintendents may not receive any financial benefit for personal services provided through a Regional Education Service Center. Other administrators may receive financial benefit for personal services provided when the following occurs:

1) A written contract describing the services to be performed by the administrator is provided to the board of trustees of the administrator's District; and
2) The board of trustees for the administrator's District votes to approve the contract after determining that:

A. The contract will not harm the District.
B. The arrangement does not present a conflict of interest; and
C. the services to be performed by the administrator will be performed entirely on the administrator's personal time.

3) The administrator's district provides a copy of board minutes to ESC 13 certifying the specific contract for the administrator to provide services for ESC 13 was reviewed and approved to meet the conditions of HB 3372.

As described in HB 3372, an administrator who violates this law could be liable to the state for a civil penalty in the amount of $10,000 for each violation.

REGION 13
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Term:
The Term of this Contract is from 07/21/25 and expires on 07/23/25 .

Renewal *(Select one)*:
X This Contract is not subject to renewal.
_____ This Contract may be renewed for up to _____ additional one-year terms upon mutual Contract of both parties at least thirty (30) days prior to the date of termination. The Contract shall not exceed _____ years with renewals.

Payment of Services:
ESC Region 13 will compensate Vendor as follows:

_____ Payment of $ $1,500.00 to be paid upon receipt of an itemized invoice.

Reimbursable expenses/costs:
X There are no reimbursable expenses/costs under this agreement. Payment is limited to the above.
_____ ESC Region 13 agrees to reimburse Vendor for the following expenses/costs as outlined in the chart below.

Vendor will only be able to submit reimbursement as set out herein and Vendor will be limited to the rates set out by the Texas Comptroller's office for travel reimbursement which may be referenced here on the Comptroller's website (https://fmx.cpa.texas.gov/fmx/travel/textravel/rates/current.php). Vendor must request approval before incurring fees or the request will be denied.

Fees		Amount
Service Fees	Rate Type: Daily I Rate: $500.00 I Quantity: 3	$ $1,500.00
Other Fees		$
RECEIPTS ARE REQUIRED FOR AIR TRAVEL, LODGING AND ALL OTHER AUTHORIZED EXPENSES IN EXCESS OF $10.00. GRATUITIES CAN NOT BE REIMBURSED. Honorarium amounts are firm. Travel and other estimations are needed for budgetary purposes and are included in the contract amount to identify what the center will commit to pay. Payment will be made only after services are rendered, a performance statement is completed, actual amounts due are totaled and an ESC Division Director approves payment.		
	Estimated Contract Amount	$ $1,500.00

VENDOR CONTRACT

BETWEEN EDUCATION SERVICE CENTER REGION 13 AND
Pflugerville ISD

CONTRACT NUMBER: C-FY25-52457

CONTRACT AMOUNT: $1,500.00

THIS VENDOR CONTRACT is entered into by and between the Education Service Center Region 13, ("ESC Region 13") and Pflugerville ISD (referred to as "Vendor") acting herein by and through their respectively authorized officers or employees. This Contract ("Contract") shall be effective on the date it is executed by all the Parties ("Effective Date").

TERMS & CONDITIONS

1. **Vendor Services.** ESC Region 13 agrees to engage the Vendor on a non-exclusive basis to perform the services specified in any Service Order(s) ("Service Order") attached here to in **Preliminary Exhibit** (and any subsequent Services Orders, which shall be A-1, A-2, A-3, etc.), during the term of this Contract as set out in **Preliminary Exhibit**. There is no requirement imposed on ESC Region 13 to purchase any quota of Services hereunder. Vendor agrees to perform, on a non-exclusive basis, the services under the terms and conditions set forth under this Contract.

2. **Compensation.** ESC Region 13 agrees to compensate Vendor for services in accordance with the Schedule of Services, attached hereto as **Preliminary Exhibit**. ESC Region 13 shall not separately reimburse Vendor for mileage expenses or any reimbursements not included in **Preliminary Exhibit**. In the event of early termination, ESC Region 13 will make payment only for services rendered through the effective date of Contract termination.

3. **Billing and Payment.** Vendor shall provide invoices to ESC Region 13 on a monthly basis, as statements of services rendered, to include the dates and amount of the time spent performing, as well as detailed descriptions of the services provided on each of the dates listed including location(s) where the services were performed. Billing statements shall be submitted as set out in the **Preliminary Exhibit** or as otherwise directed in writing by ESC Region 13. Invoices submitted by Vendor for work performed prior to the effective date of the Contract may not be honored by ESC Region 13, in ESC Region 13's sole discretion.

4. **Term.** The term of this Contract is set out in **Preliminary Exhibit**.

5. **Ownership and Use of Materials.**
   a. **For All Vendors Who Will Be Presenters or Speakers ONLY (Sections 5.b does not apply):** If this agreement is for a speaking/presentation engagement, Vendor shall own the copyright in all materials provided for or created by Vendor for any presentation/speaking event ("Event"). Vendor grants the ESC Region 13 a royalty-free, perpetual license to publish, reproduce or otherwise use Vendor's materials for internal purposes only. ESC Region 13 understands and agrees that ESC Region 13 may not reproduce or otherwise use Vendor materials for any other purpose. Additionally, Vendor represents and warrants that to the best of Vendor's knowledge, their presentation does not violate any proprietary or personal rights of others (including, but not limited to, any copyright, trademark, or privacy rights), is factually accurate, and contains nothing defamatory or otherwise unlawful. Vendor has obtained all necessary licenses and permissions for any third-party intellectual property including, but not limited to, music, video or other media shown as part of the Vendor's presentation. Vendor agrees that no portion of the resulting media created at the Event, containing the presenter's name, biographical information, quotes, or photographs to be submitted for any approval. ESC Region 13 further has a right to promote the Event through ESC Region 13's social media channels, email list, as well as other channels as may arise through additional opportunities. ESC Region 13 does not hold exclusive engagement with the Vendor and such Vendors may choose to engage with any other business activities.
   b. **For All Other Vendors, the Following Provisions Apply (and 5.a. does not apply):**
      - **Approval of Work Product.** The ESC Region 13 retains all rights of approval and acceptance of all goods or services provided by Vendor, or Vendor's subcontractor, under the terms and conditions of this Contract, such acceptance or approval not to be unreasonably withheld.
      - **Warranty.** Vendor warrants that the Work Product developed by Vendor under the terms and conditions of the Scope of Work of this or any other Contract with the ESC Region 13 does not infringe any third-party patent or copyright.
      - **Ownership of Work Product.** All technical data, evaluations, plans, specifications, reports, documents, PowerPoint presentations, software, spreadsheets, teaching aids, or other work products (collectively, the Work Product) developed by Vendor provided hereunder or related to the **Preliminary Exhibit** of this or any Contract with the ESC

Region 13, is considered a work for hire made solely for the ESC Region 13 and is the exclusive property of the ESC Region 13, and all right, title and interest in the Work Product, including copyright, are hereby assigned to the ESC Region 13, for good and valuable consideration, receipt of which is hereby acknowledged. The Work Product shall be delivered to the ESC Region 13 upon completion of the services authorized hereunder. Subject to Section 9 of this Contract, Vendor may retain copies thereof for its files and internal use. The publication of the information directly derived from work performed or data obtained in connection with services rendered under this Contract must first be approved in writing by ESC Region 13. If ESC Region 13 receives a state or federal grant from the Texas Education Agency (TEA), TEA is the ownership of Work Product.

6. **Confidentiality, Safeguarding of ESC Region 13 Records, & Public Information.**
   a. **Confidential Information.** The Vendor agrees that any information received by the Vendor and its employees or subcontractors during any furtherance of the Vendor's obligations in accordance with this Contract, which concerns the personal, financial or other affairs of the ESC or it's related clients will be treated by the Vendor in full confidence. Vendor and its employees and subcontractors shall protect the confidentiality thereof in the same manner Vendor protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information), and will not be revealed to any other persons, firms or organizations. Vendor agrees to use the confidential information solely for the purpose of performing its obligations under the terms and conditions of this Contract. This obligation will survive the termination of this Contract.
   b. **Texas Public Information Act.** In the event that the ESC Region 13 is required to furnish information or records pursuant to the Texas Public Information Act, Provider shall furnish all such information and records to the ESC Region 13 and the ESC Region 13 shall have the right to release such information and records. Compliance with Gov't Code 552.372: The requirements of the Texas Public Information Act, Chapter 552 of the Texas Government Code, Subchapter J, may apply to this bid or Contract if it is valued at more than $1 million. The Vendor agrees the Contract can be terminated if the Vendor or Vendor knowingly or intentionally fails to comply with a requirement of that subchapter, including the preservation of all "Contracting information" (as defined in 552.003) and the provision, upon request of the governmental entity with whom you are Contracting, of all Contracting information. Contracting information includes, but is not limited to, records, communications and other documents related to the bid process, Contract, payments, receipts, scope of work/services, and performance. Notwithstanding any provision of this Contract to the contrary, nothing herein may be construed as a limitation on ESC Region 13's obligations under the Texas Open Meetings Act and Texas Government Code Chapter 551, and no disclosure pursuant to these provisions shall constitute a breach of this Contract. Further, notwithstanding any provision of this Contract to the contrary, nothing herein may be construed as a limitation on the ESC Region 13's obligations under the Texas Public Information Act, Texas Government Code Chapter 552, and no disclosure of materials required by the Act shall constitute a breach of this Contract.

7. **Vendor.** Both the ESC Region 13 and the Vendor agree that the Vendor will act as an independent contractor in the performance of its duties under this Contract. Accordingly, the Vendor shall be responsible for payment of all taxes including Federal, State, and local taxes arising out of the Vendor's activities in accordance with this Contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required. Unless otherwise authorized in writing, Vendor shall not have any express or implied authority to act on behalf of or make any representations whatsoever on behalf of ESC Region 13, except as specifically provided by this Contract.

8. **Termination.** Either party may terminate this Contract on thirty (30) days' notice to the other party in writing, by certified mail or personal delivery.

9. **Indemnification.** Vendor shall indemnify, hold harmless and defend ESC Region 13, its governing board members, officers, and employees from and against any and all claims, demands, suits, actions, proceedings, losses, costs and damages, including all litigation costs, court costs, and attorney's fees for loss of property, damage to any property, or for injuries to or the death of any person caused by the action or negligence of the Vendor, its Vendors, officers, employees, assigns, and/or agents in connection with this Contract. The Vendor's obligation under this section will not extend to any liability caused by the sole negligence or acts of the ESC Region 13 or its employees.

10. **Insurance.** It is understood and agreed that Vendor is a Vendor and not an employee of the ESC Region 13 or a Contracting school of ESC Region 13, and neither the Vendor nor Vendor assigned personnel shall have any entitlement as an ESC Region 13 employee, right to act on behalf of ESC Region 13 in any capacity whatsoever as agent, nor to bind ESC Region 13 to any obligation whatsoever. Vendor shall not be covered by ESC Region 13's worker's compensation; nor shall Vendor be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the ESC Region 13 to employees of the ESC Region 13. Vendor agrees to maintain liability insurance coverage during the term of this Agreement.

11. **Miscellaneous.** This Contract and its exhibits contain the entire understanding and Contract between the parties respecting the subject matter hereof. This Contract may not be supplemented, modified, amended, released, or discharged except by an instrument in writing signed by each party's duly authorized representative. All captions and headings in this Contract are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind. The prevailing party shall be entitled to be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred by the prevailing party in an action or proceeding brought to enforce this Contract.
    a. **Compliance With Laws.** Vendor shall observe and comply with all applicable Federal, State, and County laws, regulations, and ordinances.
        1. **Federal Funds Requirements.** To the extent that any Federal Funds are utilized for payment under this Contract, Vendor agrees to comply with the Education Department General Administrative Regulations ("EDGAR"). Vendor shall complete the EDGAR Vendor Certifications which is included in the ESC Region 13 Vendor packet which certifications are incorporated by reference herein and shall ensure that such Vendor Certifications are promptly updated as necessary during the term of this Contract. Noncompliance or misrepresentation regarding the Vendor Certifications may, in the ESC Region 13's sole discretion, be grounds for immediate termination of this Contract. Vendor shall provide all services and perform all functions in accordance with the U.S. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200 through 200.521), and any other applicable OMB requirements, and in accordance with ESC Region 13's Procedures which the ESC Region 13 shall provide to Vendor, regarding regulatory and financial matters so that the Grant can be carried out in accordance with the requisite federal and state requirements. Vendor agrees and certifies compliance with all applicable federal terms and conditions set out in the Education Department General Administrative Regulations (EDGAR) provisions in 2 C.F.R. Part 200.
        2. **State legal requirements.** Vendor agrees to comply with all state laws regarding use of funds, including but not limited to the following:
            i. **Compliance with Texas Government Code Chapter 2271.** Pursuant to Texas Government Code Chapter 2271, if this Contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor represents and warrants to the ESC Region 13 that the Vendor does not boycott Israel and will not boycott Israel during the term of this Contract. This section does not apply to a sole proprietorship.
            ii. **Compliance with Texas Government Code Chapters 2274 and 809.** Pursuant to Texas Government Code Chapters 2274 and 809, if the Contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor represents and warrants to the ESC Region 13 that the Vendor does not boycott energy companies and will not boycott energy companies during the term of the Contract. This provision does not apply to sole proprietorships.
            iii. **Compliance with Texas Government Code Chapters 2274.** Pursuant to Texas Government Code Chapter 2274, if the Contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor represents and warrants to the ESC Region 13 that the Vendor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of the Contract. This provision does not apply to sole proprietorships.
            iv. **Compliance with Texas Government Code Chapters 2252.** In compliance with Chapter 2252 of the Texas Government Code, Vendor certifies that it does not engage in business with Iran, Sudan, or any foreign terrorist organization. Vendor also certifies that for the length of any resulting Contract with the ESC Region 13, Vendor will not engage in any business with Iran, Sudan, or any foreign terrorist organization.
            v. **Compliance with Prohibition on Contracts with Abortion Providers.** Pursuant to Texas Government Code Chapter 2272, the ESC Region 13 is prohibited from Contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate received something of value derives from state or local tax revenue. Any Contract entered into by the ESC Region 13 is void if the prospective entity has such prohibited affiliation or Contractual relationship. By entering into this Contract, the Vendor is certifying to the ESC Region 13 that it does not have such affiliation or Contractual relationship.
            vi. **Non-appropriation of Funds.** Renewal of this Contract (if appropriate) will be in accordance with the Texas Local Government Code Section 271.903 concerning the non-appropriation of funds for multi-year Contracts. The ESC Region 13 reserves the right to rescind the Contract at the end of each fiscal year (as of August 31st) if it is determined that there are insufficient funds to extend the Contract.

12. **Nondiscrimination in Employment.** Vendor agrees and assures ESC Region 13 that Vendor and any subcontractor shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, harass, or allow harassment against any employee of Vendor, applicant for employment with Vendor, employee or agent of ESC, or recipient of services contemplated to be provided or actually provided under this

Contract, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Vendor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of ESC Region 13 employees and agents, and recipients of goods or services provided under this Contract are free from such discrimination and harassment. Vendor represents that it is in compliance with and agrees that it will

continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto. Vendor agrees to compile data, maintain records, and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision. Vendor shall include this nondiscrimination provision in all subcontracts related to this Contract.

13. **Nondiscrimination in Employment.** Vendor agrees and assures ESC Region 13 that Vendor and any subcontractor shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, harass, or allow harassment against any employee of Vendor, applicant for employment with Vendor, employee or agent of ESC, or recipient of services contemplated to be provided or actually provided under this Contract, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Vendor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of ESC Region 13 employees and agents, and recipients of goods or services provided under this Contract are free from such discrimination and harassment. Vendor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto. Vendor agrees to compile data, maintain records, and submit reports to permit effective enforcement of all applicable anti- discrimination laws and this provision. Vendor shall include this nondiscrimination provision in all subcontracts related to this Contract.

14. **Unfair Business Practices.** By signing this Contract Vendor certifies that within the preceding 12 months, Vendor has not been found guilty, in a judicial or state agency administrative proceeding, of unfair business practices. Vendor also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state agency administrative proceeding, to be guilty of unfair business practices.

15. **Use of Funds.** By signing this Contract, Vendor agrees that no funds provided by ESC Region 13 pursuant to this Contract shall be used by Vendor for any political activity or PAC contribution and that Vendor is prohibited from using such funds for influencing or attempting to influence any member of Congress or its employees or any federal agency employee concerning the making or awarding of a federal grant.

16. **Notice of Felony Conviction or Disbarment.** By signing this Contract, Vendor certifies that neither they, the owner of their company, nor any operator of their business have been convicted of a felony, nor are any of the named persons presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this proposed Contract by any Federal or State Department or Agency.

17. **Criminal History Background Check.** Texas Education Code (TEC) §22.0834 and §22.08341 require that a contractor that provides services to a school district or charter school must be fingerprinted before beginning work, if the contractor 1) will have continuing duties related to the contracted services, and 2) will have the opportunity for direct contact with students. Additionally, the law requires that a contractor certify to a school district or charter school that it has received all criminal history information for its employees who provide services for the school. Accordingly, pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, Vendor hereby certifies that all employees, subcontractors and volunteers of the Provider who are hired by Vendor on or after January 1, 2008, who have or will have continuing duties related to the Contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections. The Vendor must be fingerprinted and registered under the ESC Region 13 FACT Clearinghouse if the Vendor has direct contact with students and continuing duties related to Contracted services. *See* Tex. Admin. Code 153.1101 (2) and (7) for the definition of Direct contact with students and Continuing duties related to Contracted services. The Vendor must complete the ESC Region 13 Felony Conviction Notice Form and the ESC Region 13 Ch.22 Contractor/Subcontractor Certification Form located in the ESC Region 13 Vendor Packet. Vendor understands and agrees that Vendor must reimburse or pay ESC Region 13 for all costs associated with any required criminal history checks for Vendor.

18. **Assignment.** Either party shall not assign this Contract or its rights hereunder without the prior written and signed consent of the other party.

19. **Governing Law.** This Contract is made in accordance with the laws of Texas. Parties expressly agree that this Contract shall be governed and will be construed by the laws of the State of Texas. Parties irrevocably consents to the exclusive jurisdiction and venue of the courts of proper jurisdiction located in Travis County, Texas in connection with any action to enforce the provisions of this Contract.

20. **Attorney's Fees.** In connection with the ESC Region 13's defense of any suit against it and/or ESC Region 13's prosecution of any claim, counterclaim, or action to enforce any of its rights and/or claims hereunder, in which the ESC Region 13 prevails as to all or any portion of its defense(s), claims, counterclaims or actions, the ESC Region 13 shall be entitled to recover its actual attorney's fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

21. **Severability.** If any provision of this Contract shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

22. **Force Majeure.** If by reason of force majeure, ESC Region 13 is rendered wholly or in part unable to carry out its obligations under this Contract, then such party shall give notice and full particulars of the force majeure in writing to Vendor within a reasonable time after the party becomes aware of a force majeure event. So far as the ESC Region 13 is affected by force majeure event, it shall be suspended during the continuance of the inability then claimed. The term force majeure as employed herein is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent; provided that such event or circumstance is limited to the following: (a) complete inaccessibility to the venue at which Services were to be performed; (b) riot, war, invasion, act of foreign enemies, hostilities, acts of terrorism, curtailment of major national transportation systems, and governmental act (including but not limited to state, federal, and /or local authority related to the COVID-19 pandemic); (c) earthquakes, flood, fire, tornado, fire or other physical natural disaster; (d) any strike or labor disturbance; (e) act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works or requisition; (f) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, including but not limited to the COVID-19 pandemic; (g) the event is made impracticable if act(s)/circumstance(s) cause performance to become substantially more difficult, complex or challenging, such as an excessive or unreasonable increase in performance costs or if increased costs make performance commercially senseless. It is understood and agreed that settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch and shall not require the settlement of strikes and/or lockouts by acceding to the demands of the opposing party or parties when such settlement is objectively unfavorable in the judgment of the party having the difficulty.

23. **No Waiver of Immunity.** No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Contract and the performance of the covenants contained herein.

By signing this Contract, both parties acknowledge that they are duly authorized to sign on behalf of their party and will actively abide by its terms.

VENDOR:

Signature Date

Print Name: _____

Title: _____

EDUCATION SERVICE CENTER REGION 13:

Stacey A. Durham

Signature Date

Print Name: Stacey Durham

Title: Director, Instructional Development & Support

Authorized Representative of the Receiving Party shall sign this via Adobe E-sign. You will receive one completed copy after execution of the agreement.

ESC 13 Region Contact: Jennifer Arzola

Email: jennifer.arzola@esc13.txed.net Phone: 512-919-5348

Ronda Johnson

Joe Green
Joe Green (Jun 20, 2025 09:19 CDT)

REGION 13
EDUCATION SERVICE CENTER

5701 Springdale Road
Austin, Texas 78723-3675
512.919.5313
www.esc13.net

Preliminary Exhibit

Vendor Contract #: C-FY25-52456 Vendor Contract Title: Math Achievement Academies: Samantha Saldibar Pflugerville ISD

Name of Vendor: Pflugerville ISD Date: 06/18/25

Addresses for Notices/Payments:

To: Education Service Center (ESC) Region 13	To: Vendor
ESC Region 13	Name: Pflugerville ISD
Attn: joe.green@esc13.txed.net	Attn: Pflugerville ISD
5701 Springdale Road	Address: 1401 W Pecan St
Austin, TX 78723	Pflugerville, TX 78660
ESC Region 13 Point of Contact: Jennifer Arzola	Vendor Point of Contact: Pflugerville ISD
Email: jennifer.arzola@esc13.txed.net	Email: samantha.saldibar@pfisd.net superintendent@pfisd.net
Phone: 512-919-5348	Phone: (512) 594-0013

Project Description (Scope of Work):

Insert a brief statement regarding the history and/or objective of this project. This section provides the Vendor and interested third parties with a broad overview of your department's objective:

Samantha Saldibar, math specialist for Pflugerville ISD, will facilitate two Math Achievement Academy trainings:
1. Fourth grade from July 8-10
2. Fifth grade from July 21-23

In accordance with HB 3372 (89th), superintendents and assistant superintendents may not receive any financial benefit for personal services provided through a Regional Education Service Center. Other administrators may receive financial benefit for personal services provided when the following occurs:

1) A written contract describing the services to be performed by the administrator is provided to the board of trustees of the administrator's District; and
2) The board of trustees for the administrator's District votes to approve the contract after determining that:

A. The contract will not harm the District.
B. The arrangement does not present a conflict of interest; and
C. the services to be performed by the administrator will be performed entirely on the administrator's personal time.

3) The administrator's district provides a copy of board minutes to ESC 13 certifying the specific contract for the administrator to provide services for ESC 13 was reviewed and approved to meet the conditions of HB 3372.

As described in HB 3372, an administrator who violates this law could be liable to the state for a civil penalty in the amount of $10,000 for each violation.

REGION 13
EDUCATION SERVICE CENTER

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Austin, Texas 78723-3675
512.919.5313
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Term:
The Term of this Contract is from 07/08/25 and expires on 07/23/25 .

Renewal *(Select one)*:
X This Contract is not subject to renewal.
_____ This Contract may be renewed for up to _____ additional one-year terms upon mutual Contract of both parties at least thirty (30) days prior to the date of termination. The Contract shall not exceed _____ years with renewals.

Payment of Services:
ESC Region 13 will compensate Vendor as follows:

_____ Payment of $ $3,000.00 to be paid upon receipt of an itemized invoice.

Reimbursable expenses/costs:
X There are no reimbursable expenses/costs under this agreement. Payment is limited to the above.
_____ ESC Region 13 agrees to reimburse Vendor for the following expenses/costs as outlined in the chart below.

Vendor will only be able to submit reimbursement as set out herein and Vendor will be limited to the rates set out by the Texas Comptroller's office for travel reimbursement which may be referenced here on the Comptroller's website (https://fmx.cpa.texas.gov/fmx/travel/textravel/rates/current.php). Vendor must request approval before incurring fees or the request will be denied.

Fees		Amount
Service Fees	Rate Type: Daily I Rate: $500.00 I Quantity: 6	$ $3,000.00
Other Fees		$
RECEIPTS ARE REQUIRED FOR AIR TRAVEL, LODGING AND ALL OTHER AUTHORIZED EXPENSES IN EXCESS OF $10.00. GRATUITIES CAN NOT BE REIMBURSED. Honorarium amounts are firm. Travel and other estimations are needed for budgetary purposes and are included in the contract amount to identify what the center will commit to pay. Payment will be made only after services are rendered, a performance statement is completed, actual amounts due are totaled and an ESC Division Director approves payment.		
	Estimated Contract Amount	$ $3,000.00

VENDOR CONTRACT

BETWEEN EDUCATION SERVICE CENTER REGION 13 AND
Pflugerville ISD

CONTRACT NUMBER: C-FY25-52456

CONTRACT AMOUNT: $3,000.00

THIS VENDOR CONTRACT is entered into by and between the Education Service Center Region 13, ("ESC Region 13") and Pflugerville ISD (referred to as "Vendor") acting herein by and through their respectively authorized officers or employees. This Contract ("Contract") shall be effective on the date it is executed by all the Parties ("Effective Date").

TERMS & CONDITIONS

1. **Vendor Services.** ESC Region 13 agrees to engage the Vendor on a non-exclusive basis to perform the services specified in any Service Order(s) ("Service Order") attached here to in **Preliminary Exhibit** (and any subsequent Services Orders, which shall be A-1, A-2, A-3, etc.), during the term of this Contract as set out in **Preliminary Exhibit**. There is no requirement imposed on ESC Region 13 to purchase any quota of Services hereunder. Vendor agrees to perform, on a non-exclusive basis, the services under the terms and conditions set forth under this Contract.

2. **Compensation.** ESC Region 13 agrees to compensate Vendor for services in accordance with the Schedule of Services, attached hereto as **Preliminary Exhibit**. ESC Region 13 shall not separately reimburse Vendor for mileage expenses or any reimbursements not included in **Preliminary Exhibit**. In the event of early termination, ESC Region 13 will make payment only for services rendered through the effective date of Contract termination.

3. **Billing and Payment.** Vendor shall provide invoices to ESC Region 13 on a monthly basis, as statements of services rendered, to include the dates and amount of the time spent performing, as well as detailed descriptions of the services provided on each of the dates listed including location(s) where the services were performed. Billing statements shall be submitted as set out in the **Preliminary Exhibit** or as otherwise directed in writing by ESC Region 13. Invoices submitted by Vendor for work performed prior to the effective date of the Contract may not be honored by ESC Region 13, in ESC Region 13's sole discretion.

4. **Term.** The term of this Contract is set out in **Preliminary Exhibit**.

5. **Ownership and Use of Materials.**
   a. **For All Vendors Who Will Be Presenters or Speakers ONLY (Sections 5.b does not apply):** If this agreement is for a speaking/presentation engagement, Vendor shall own the copyright in all materials provided for or created by Vendor for any presentation/speaking event ("Event"). Vendor grants the ESC Region 13 a royalty-free, perpetual license to publish, reproduce or otherwise use Vendor's materials for internal purposes only. ESC Region 13 understands and agrees that ESC Region 13 may not reproduce or otherwise use Vendor materials for any other purpose. Additionally, Vendor represents and warrants that to the best of Vendor's knowledge, their presentation does not violate any proprietary or personal rights of others (including, but not limited to, any copyright, trademark, or privacy rights), is factually accurate, and contains nothing defamatory or otherwise unlawful. Vendor has obtained all necessary licenses and permissions for any third-party intellectual property including, but not limited to, music, video or other media shown as part of the Vendor's presentation. Vendor agrees that no portion of the resulting media created at the Event, containing the presenter's name, biographical information, quotes, or photographs to be submitted for any approval. ESC Region 13 further has a right to promote the Event through ESC Region 13's social media channels, email list, as well as other channels as may arise through additional opportunities. ESC Region 13 does not hold exclusive engagement with the Vendor and such Vendors may choose to engage with any other business activities.
   b. **For All Other Vendors, the Following Provisions Apply (and 5.a. does not apply):**
      - **Approval of Work Product.** The ESC Region 13 retains all rights of approval and acceptance of all goods or services provided by Vendor, or Vendor's subcontractor, under the terms and conditions of this Contract, such acceptance or approval not to be unreasonably withheld.
      - **Warranty.** Vendor warrants that the Work Product developed by Vendor under the terms and conditions of the Scope of Work of this or any other Contract with the ESC Region 13 does not infringe any third-party patent or copyright.
      - **Ownership of Work Product.** All technical data, evaluations, plans, specifications, reports, documents, PowerPoint presentations, software, spreadsheets, teaching aids, or other work products (collectively, the Work Product) developed by Vendor provided hereunder or related to the **Preliminary Exhibit** of this or any Contract with the ESC

Region 13, is considered a work for hire made solely for the ESC Region 13 and is the exclusive property of the ESC Region 13, and all right, title and interest in the Work Product, including copyright, are hereby assigned to the ESC Region 13, for good and valuable consideration, receipt of which is hereby acknowledged. The Work Product shall be delivered to the ESC Region 13 upon completion of the services authorized hereunder. Subject to Section 9 of this Contract, Vendor may retain copies thereof for its files and internal use. The publication of the information directly derived from work performed or data obtained in connection with services rendered under this Contract must first be approved in writing by ESC Region 13. If ESC Region 13 receives a state or federal grant from the Texas Education Agency (TEA), TEA is the ownership of Work Product.

6. **Confidentiality, Safeguarding of ESC Region 13 Records, & Public Information.**
   a. **Confidential Information.** The Vendor agrees that any information received by the Vendor and its employees or subcontractors during any furtherance of the Vendor's obligations in accordance with this Contract, which concerns the personal, financial or other affairs of the ESC or it's related clients will be treated by the Vendor in full confidence. Vendor and its employees and subcontractors shall protect the confidentiality thereof in the same manner Vendor protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information), and will not be revealed to any other persons, firms or organizations. Vendor agrees to use the confidential information solely for the purpose of performing its obligations under the terms and conditions of this Contract. This obligation will survive the termination of this Contract.
   b. **Texas Public Information Act.** In the event that the ESC Region 13 is required to furnish information or records pursuant to the Texas Public Information Act, Provider shall furnish all such information and records to the ESC Region 13 and the ESC Region 13 shall have the right to release such information and records. Compliance with Gov't Code 552.372: The requirements of the Texas Public Information Act, Chapter 552 of the Texas Government Code, Subchapter J, may apply to this bid or Contract if it is valued at more than $1 million. The Vendor agrees the Contract can be terminated if the Vendor or Vendor knowingly or intentionally fails to comply with a requirement of that subchapter, including the preservation of all "Contracting information" (as defined in 552.003) and the provision, upon request of the governmental entity with whom you are Contracting, of all Contracting information. Contracting information includes, but is not limited to, records, communications and other documents related to the bid process, Contract, payments, receipts, scope of work/services, and performance. Notwithstanding any provision of this Contract to the contrary, nothing herein may be construed as a limitation on ESC Region 13's obligations under the Texas Open Meetings Act and Texas Government Code Chapter 551, and no disclosure pursuant to these provisions shall constitute a breach of this Contract. Further, notwithstanding any provision of this Contract to the contrary, nothing herein may be construed as a limitation on the ESC Region 13's obligations under the Texas Public Information Act, Texas Government Code Chapter 552, and no disclosure of materials required by the Act shall constitute a breach of this Contract.

7. **Vendor.** Both the ESC Region 13 and the Vendor agree that the Vendor will act as an independent contractor in the performance of its duties under this Contract. Accordingly, the Vendor shall be responsible for payment of all taxes including Federal, State, and local taxes arising out of the Vendor's activities in accordance with this Contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required. Unless otherwise authorized in writing, Vendor shall not have any express or implied authority to act on behalf of or make any representations whatsoever on behalf of ESC Region 13, except as specifically provided by this Contract.

8. **Termination.** Either party may terminate this Contract on thirty (30) days' notice to the other party in writing, by certified mail or personal delivery.

9. **Indemnification.** Vendor shall indemnify, hold harmless and defend ESC Region 13, its governing board members, officers, and employees from and against any and all claims, demands, suits, actions, proceedings, losses, costs and damages, including all litigation costs, court costs, and attorney's fees for loss of property, damage to any property, or for injuries to or the death of any person caused by the action or negligence of the Vendor, its Vendors, officers, employees, assigns, and/or agents in connection with this Contract. The Vendor's obligation under this section will not extend to any liability caused by the sole negligence or acts of the ESC Region 13 or its employees.

10. **Insurance.** It is understood and agreed that Vendor is a Vendor and not an employee of the ESC Region 13 or a Contracting school of ESC Region 13, and neither the Vendor nor Vendor assigned personnel shall have any entitlement as an ESC Region 13 employee, right to act on behalf of ESC Region 13 in any capacity whatsoever as agent, nor to bind ESC Region 13 to any obligation whatsoever. Vendor shall not be covered by ESC Region 13's worker's compensation; nor shall Vendor be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the ESC Region 13 to employees of the ESC Region 13. Vendor agrees to maintain liability insurance coverage during the term of this Agreement.

11. **Miscellaneous.** This Contract and its exhibits contain the entire understanding and Contract between the parties respecting the subject matter hereof. This Contract may not be supplemented, modified, amended, released, or discharged except by an instrument in writing signed by each party's duly authorized representative. All captions and headings in this Contract are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind. The prevailing party shall be entitled to be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred by the prevailing party in an action or proceeding brought to enforce this Contract.
    a. **Compliance With Laws.** Vendor shall observe and comply with all applicable Federal, State, and County laws, regulations, and ordinances.
        1. **Federal Funds Requirements.** To the extent that any Federal Funds are utilized for payment under this Contract, Vendor agrees to comply with the Education Department General Administrative Regulations ("EDGAR"). Vendor shall complete the EDGAR Vendor Certifications which is included in the ESC Region 13 Vendor packet which certifications are incorporated by reference herein and shall ensure that such Vendor Certifications are promptly updated as necessary during the term of this Contract. Noncompliance or misrepresentation regarding the Vendor Certifications may, in the ESC Region 13's sole discretion, be grounds for immediate termination of this Contract. Vendor shall provide all services and perform all functions in accordance with the U.S. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200 through 200.521), and any other applicable OMB requirements, and in accordance with ESC Region 13's Procedures which the ESC Region 13 shall provide to Vendor, regarding regulatory and financial matters so that the Grant can be carried out in accordance with the requisite federal and state requirements. Vendor agrees and certifies compliance with all applicable federal terms and conditions set out in the Education Department General Administrative Regulations (EDGAR) provisions in 2 C.F.R. Part 200.
        2. **State legal requirements.** Vendor agrees to comply with all state laws regarding use of funds, including but not limited to the following:
            i. **Compliance with Texas Government Code Chapter 2271.** Pursuant to Texas Government Code Chapter 2271, if this Contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor represents and warrants to the ESC Region 13 that the Vendor does not boycott Israel and will not boycott Israel during the term of this Contract. This section does not apply to a sole proprietorship.
            ii. **Compliance with Texas Government Code Chapters 2274 and 809.** Pursuant to Texas Government Code Chapters 2274 and 809, if the Contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor represents and warrants to the ESC Region 13 that the Vendor does not boycott energy companies and will not boycott energy companies during the term of the Contract. This provision does not apply to sole proprietorships.
            iii. **Compliance with Texas Government Code Chapters 2274.** Pursuant to Texas Government Code Chapter 2274, if the Contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor represents and warrants to the ESC Region 13 that the Vendor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of the Contract. This provision does not apply to sole proprietorships.
            iv. **Compliance with Texas Government Code Chapters 2252.** In compliance with Chapter 2252 of the Texas Government Code, Vendor certifies that it does not engage in business with Iran, Sudan, or any foreign terrorist organization. Vendor also certifies that for the length of any resulting Contract with the ESC Region 13, Vendor will not engage in any business with Iran, Sudan, or any foreign terrorist organization.
            v. **Compliance with Prohibition on Contracts with Abortion Providers.** Pursuant to Texas Government Code Chapter 2272, the ESC Region 13 is prohibited from Contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate received something of value derives from state or local tax revenue. Any Contract entered into by the ESC Region 13 is void if the prospective entity has such prohibited affiliation or Contractual relationship. By entering into this Contract, the Vendor is certifying to the ESC Region 13 that it does not have such affiliation or Contractual relationship.
            vi. **Non-appropriation of Funds.** Renewal of this Contract (if appropriate) will be in accordance with the Texas Local Government Code Section 271.903 concerning the non-appropriation of funds for multi-year Contracts. The ESC Region 13 reserves the right to rescind the Contract at the end of each fiscal year (as of August 31st) if it is determined that there are insufficient funds to extend the Contract.

12. **Nondiscrimination in Employment.** Vendor agrees and assures ESC Region 13 that Vendor and any subcontractor shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, harass, or allow harassment against any employee of Vendor, applicant for employment with Vendor, employee or agent of ESC, or recipient of services contemplated to be provided or actually provided under this

Contract, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Vendor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of ESC Region 13 employees and agents, and recipients of goods or services provided under this Contract are free from such discrimination and harassment. Vendor represents that it is in compliance with and agrees that it will

continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto. Vendor agrees to compile data, maintain records, and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision. Vendor shall include this nondiscrimination provision in all subcontracts related to this Contract.

13. **Nondiscrimination in Employment.** Vendor agrees and assures ESC Region 13 that Vendor and any subcontractor shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, harass, or allow harassment against any employee of Vendor, applicant for employment with Vendor, employee or agent of ESC, or recipient of services contemplated to be provided or actually provided under this Contract, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Vendor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of ESC Region 13 employees and agents, and recipients of goods or services provided under this Contract are free from such discrimination and harassment. Vendor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto. Vendor agrees to compile data, maintain records, and submit reports to permit effective enforcement of all applicable anti- discrimination laws and this provision. Vendor shall include this nondiscrimination provision in all subcontracts related to this Contract.

14. **Unfair Business Practices.** By signing this Contract Vendor certifies that within the preceding 12 months, Vendor has not been found guilty, in a judicial or state agency administrative proceeding, of unfair business practices. Vendor also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state agency administrative proceeding, to be guilty of unfair business practices.

15. **Use of Funds.** By signing this Contract, Vendor agrees that no funds provided by ESC Region 13 pursuant to this Contract shall be used by Vendor for any political activity or PAC contribution and that Vendor is prohibited from using such funds for influencing or attempting to influence any member of Congress or its employees or any federal agency employee concerning the making or awarding of a federal grant.

16. **Notice of Felony Conviction or Disbarment.** By signing this Contract, Vendor certifies that neither they, the owner of their company, nor any operator of their business have been convicted of a felony, nor are any of the named persons presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this proposed Contract by any Federal or State Department or Agency.

17. **Criminal History Background Check.** Texas Education Code (TEC) §22.0834 and §22.08341 require that a contractor that provides services to a school district or charter school must be fingerprinted before beginning work, if the contractor 1) will have continuing duties related to the contracted services, and 2) will have the opportunity for direct contact with students. Additionally, the law requires that a contractor certify to a school district or charter school that it has received all criminal history information for its employees who provide services for the school. Accordingly, pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, Vendor hereby certifies that all employees, subcontractors and volunteers of the Provider who are hired by Vendor on or after January 1, 2008, who have or will have continuing duties related to the Contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections. The Vendor must be fingerprinted and registered under the ESC Region 13 FACT Clearinghouse if the Vendor has direct contact with students and continuing duties related to Contracted services. *See* Tex. Admin. Code 153.1101 (2) and (7) for the definition of Direct contact with students and Continuing duties related to Contracted services. The Vendor must complete the ESC Region 13 Felony Conviction Notice Form and the ESC Region 13 Ch.22 Contractor/Subcontractor Certification Form located in the ESC Region 13 Vendor Packet. Vendor understands and agrees that Vendor must reimburse or pay ESC Region 13 for all costs associated with any required criminal history checks for Vendor.

18. **Assignment.** Either party shall not assign this Contract or its rights hereunder without the prior written and signed consent of the other party.

19. **Governing Law.** This Contract is made in accordance with the laws of Texas. Parties expressly agree that this Contract shall be governed and will be construed by the laws of the State of Texas. Parties irrevocably consents to the exclusive jurisdiction and venue of the courts of proper jurisdiction located in Travis County, Texas in connection with any action to enforce the provisions of this Contract.

20. **Attorney's Fees.** In connection with the ESC Region 13's defense of any suit against it and/or ESC Region 13's prosecution of any claim, counterclaim, or action to enforce any of its rights and/or claims hereunder, in which the ESC Region 13 prevails as to all or any portion of its defense(s), claims, counterclaims or actions, the ESC Region 13 shall be entitled to recover its actual attorney's fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

21. **Severability.** If any provision of this Contract shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

22. **Force Majeure.** If by reason of force majeure, ESC Region 13 is rendered wholly or in part unable to carry out its obligations under this Contract, then such party shall give notice and full particulars of the force majeure in writing to Vendor within a reasonable time after the party becomes aware of a force majeure event. So far as the ESC Region 13 is affected by force majeure event, it shall be suspended during the continuance of the inability then claimed. The term force majeure as employed herein is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent; provided that such event or circumstance is limited to the following: (a) complete inaccessibility to the venue at which Services were to be performed; (b) riot, war, invasion, act of foreign enemies, hostilities, acts of terrorism, curtailment of major national transportation systems, and governmental act (including but not limited to state, federal, and /or local authority related to the COVID-19 pandemic); (c) earthquakes, flood, fire, tornado, fire or other physical natural disaster; (d) any strike or labor disturbance; (e) act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works or requisition; (f) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, including but not limited to the COVID-19 pandemic; (g) the event is made impracticable if act(s)/circumstance(s) cause performance to become substantially more difficult, complex or challenging, such as an excessive or unreasonable increase in performance costs or if increased costs make performance commercially senseless. It is understood and agreed that settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch and shall not require the settlement of strikes and/or lockouts by acceding to the demands of the opposing party or parties when such settlement is objectively unfavorable in the judgment of the party having the difficulty.

23. **No Waiver of Immunity.** No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Contract and the performance of the covenants contained herein.

By signing this Contract, both parties acknowledge that they are duly authorized to sign on behalf of their party and will actively abide by its terms.

VENDOR:

Signature Date

Print Name: _____

Title: _____

EDUCATION SERVICE CENTER REGION 13:

Stacey A. Durham
Signature Date

Print Name: Stacey Durham

Title: Director, Instructional Development & Support

Authorized Representative of the Receiving Party shall sign this via Adobe E-sign. You will receive one completed copy after execution of the agreement.

ESC 13 Region Contact: Jennifer Arzola

Email: jennifer.arzola@esc13.txed.net Phone: 512-919-5348

Ronda Johnson

Joe Green
Joe Green (Jun 20, 2025 09:24 CDT)

REGION 13
EDUCATION SERVICE CENTER

5701 Springdale Road
Austin, Texas 78723-3675
512.919.5313
www.esc13.net

Preliminary Exhibit

Vendor Contract #: C-FY25-52452 Vendor Contract Title: Math Achievement Academies: Gracie Amber Patrick Pflugerville ISD

Name of Vendor: Pflugerville ISD Date: 06/18/25

Addresses for Notices/Payments:

To: Education Service Center (ESC) Region 13	To: Vendor
ESC Region 13	Name: Pflugerville ISD
Attn: joe.green@esc13.txed.net	Attn: Pflugerville ISD
5701 Springdale Road	Address: 1401 W Pecan St
Austin, TX 78723	Pflugerville, TX 78660
ESC Region 13 Point of Contact: Jennifer Arzola	Vendor Point of Contact: Pflugerville ISD
Email: jennifer.arzola@esc13.txed.net	Email: gracie.patrick@pfisd.net superintendent@pfisd.net
Phone: 512-919-5348	Phone: (512) 594-0013

Project Description (Scope of Work):

Insert a brief statement regarding the history and/or objective of this project. This section provides the Vendor and interested third parties with a broad overview of your department's objective:

Gracie Amber Patrick, math specialist for Pflugerville ISD, will facilitate the third grade Math Achievement Academy training from July 22-24.

In accordance with HB 3372 (89th), superintendents and assistant superintendents may not receive any financial benefit for personal services provided through a Regional Education Service Center. Other administrators may receive financial benefit for personal services provided when the following occurs:

1) A written contract describing the services to be performed by the administrator is provided to the board of trustees of the administrator's District; and
2) The board of trustees for the administrator's District votes to approve the contract after determining that:

A. The contract will not harm the District.
B. The arrangement does not present a conflict of interest; and
C. the services to be performed by the administrator will be performed entirely on the administrator's personal time.

3) The administrator's district provides a copy of board minutes to ESC 13 certifying the specific contract for the administrator to provide services for ESC 13 was reviewed and approved to meet the conditions of HB 3372.

As described in HB 3372, an administrator who violates this law could be liable to the state for a civil penalty in the amount of $10,000 for each violation.

REGION 13
EDUCATION SERVICE CENTER

5701 Springdale Road
Austin, Texas 78723-3675
512.919.5313
www.esc13.net

Term:
The Term of this Contract is from 07/22/25 and expires on 07/24/25 .

Renewal *(Select one)*:
X This Contract is not subject to renewal.
_____ This Contract may be renewed for up to _____ additional one-year terms upon mutual Contract of both parties at least thirty (30) days prior to the date of termination. The Contract shall not exceed _____ years with renewals.

Payment of Services:
ESC Region 13 will compensate Vendor as follows:

_____ Payment of $ $1,500.00 to be paid upon receipt of an itemized invoice.

Reimbursable expenses/costs:
X There are no reimbursable expenses/costs under this agreement. Payment is limited to the above.
_____ ESC Region 13 agrees to reimburse Vendor for the following expenses/costs as outlined in the chart below.

Vendor will only be able to submit reimbursement as set out herein and Vendor will be limited to the rates set out by the Texas Comptroller's office for travel reimbursement which may be referenced here on the Comptroller's website (https://fmx.cpa.texas.gov/fmx/travel/textravel/rates/current.php). Vendor must request approval before incurring fees or the request will be denied.

Fees		Amount
Service Fees	Rate Type: Daily I Rate: $500.00 I Quantity: 3	$ $1,500.00
Other Fees		$
RECEIPTS ARE REQUIRED FOR AIR TRAVEL, LODGING AND ALL OTHER AUTHORIZED EXPENSES IN EXCESS OF $10.00. GRATUITIES CAN NOT BE REIMBURSED. Honorarium amounts are firm. Travel and other estimations are needed for budgetary purposes and are included in the contract amount to identify what the center will commit to pay. Payment will be made only after services are rendered, a performance statement is completed, actual amounts due are totaled and an ESC Division Director approves payment.		
	Estimated Contract Amount	$ $1,500.00

VENDOR CONTRACT

BETWEEN EDUCATION SERVICE CENTER REGION 13 AND
Pflugerville ISD

CONTRACT NUMBER: C-FY25-52452

CONTRACT AMOUNT: $1,500.00

THIS VENDOR CONTRACT is entered into by and between the Education Service Center Region 13, ("ESC Region 13") and Pflugerville ISD (referred to as "Vendor") acting herein by and through their respectively authorized officers or employees. This Contract ("Contract") shall be effective on the date it is executed by all the Parties ("Effective Date").

TERMS & CONDITIONS

1. **Vendor Services.** ESC Region 13 agrees to engage the Vendor on a non-exclusive basis to perform the services specified in any Service Order(s) ("Service Order") attached here to in **Preliminary Exhibit** (and any subsequent Services Orders, which shall be A-1, A-2, A-3, etc.), during the term of this Contract as set out in **Preliminary Exhibit**. There is no requirement imposed on ESC Region 13 to purchase any quota of Services hereunder. Vendor agrees to perform, on a non-exclusive basis, the services under the terms and conditions set forth under this Contract.

2. **Compensation.** ESC Region 13 agrees to compensate Vendor for services in accordance with the Schedule of Services, attached hereto as **Preliminary Exhibit**. ESC Region 13 shall not separately reimburse Vendor for mileage expenses or any reimbursements not included in **Preliminary Exhibit**. In the event of early termination, ESC Region 13 will make payment only for services rendered through the effective date of Contract termination.

3. **Billing and Payment.** Vendor shall provide invoices to ESC Region 13 on a monthly basis, as statements of services rendered, to include the dates and amount of the time spent performing, as well as detailed descriptions of the services provided on each of the dates listed including location(s) where the services were performed. Billing statements shall be submitted as set out in the **Preliminary Exhibit** or as otherwise directed in writing by ESC Region 13. Invoices submitted by Vendor for work performed prior to the effective date of the Contract may not be honored by ESC Region 13, in ESC Region 13's sole discretion.

4. **Term.** The term of this Contract is set out in **Preliminary Exhibit**.

5. **Ownership and Use of Materials.**
   a. **For All Vendors Who Will Be Presenters or Speakers ONLY (Sections 5.b does not apply):** If this agreement is for a speaking/presentation engagement, Vendor shall own the copyright in all materials provided for or created by Vendor for any presentation/speaking event ("Event"). Vendor grants the ESC Region 13 a royalty-free, perpetual license to publish, reproduce or otherwise use Vendor's materials for internal purposes only. ESC Region 13 understands and agrees that ESC Region 13 may not reproduce or otherwise use Vendor materials for any other purpose. Additionally, Vendor represents and warrants that to the best of Vendor's knowledge, their presentation does not violate any proprietary or personal rights of others (including, but not limited to, any copyright, trademark, or privacy rights), is factually accurate, and contains nothing defamatory or otherwise unlawful. Vendor has obtained all necessary licenses and permissions for any third-party intellectual property including, but not limited to, music, video or other media shown as part of the Vendor's presentation. Vendor agrees that no portion of the resulting media created at the Event, containing the presenter's name, biographical information, quotes, or photographs to be submitted for any approval. ESC Region 13 further has a right to promote the Event through ESC Region 13's social media channels, email list, as well as other channels as may arise through additional opportunities. ESC Region 13 does not hold exclusive engagement with the Vendor and such Vendors may choose to engage with any other business activities.
   b. **For All Other Vendors, the Following Provisions Apply (and 5.a. does not apply):**
      - **Approval of Work Product.** The ESC Region 13 retains all rights of approval and acceptance of all goods or services provided by Vendor, or Vendor's subcontractor, under the terms and conditions of this Contract, such acceptance or approval not to be unreasonably withheld.
      - **Warranty.** Vendor warrants that the Work Product developed by Vendor under the terms and conditions of the Scope of Work of this or any other Contract with the ESC Region 13 does not infringe any third-party patent or copyright.
      - **Ownership of Work Product.** All technical data, evaluations, plans, specifications, reports, documents, PowerPoint presentations, software, spreadsheets, teaching aids, or other work products (collectively, the Work Product) developed by Vendor provided hereunder or related to the **Preliminary Exhibit** of this or any Contract with the ESC

Region 13, is considered a work for hire made solely for the ESC Region 13 and is the exclusive property of the ESC Region 13, and all right, title and interest in the Work Product, including copyright, are hereby assigned to the ESC Region 13, for good and valuable consideration, receipt of which is hereby acknowledged. The Work Product shall be delivered to the ESC Region 13 upon completion of the services authorized hereunder. Subject to Section 9 of this Contract, Vendor may retain copies thereof for its files and internal use. The publication of the information directly derived from work performed or data obtained in connection with services rendered under this Contract must first be approved in writing by ESC Region 13. If ESC Region 13 receives a state or federal grant from the Texas Education Agency (TEA), TEA is the ownership of Work Product.

6. **Confidentiality, Safeguarding of ESC Region 13 Records, & Public Information.**
   a. **Confidential Information.** The Vendor agrees that any information received by the Vendor and its employees or subcontractors during any furtherance of the Vendor's obligations in accordance with this Contract, which concerns the personal, financial or other affairs of the ESC or it's related clients will be treated by the Vendor in full confidence. Vendor and its employees and subcontractors shall protect the confidentiality thereof in the same manner Vendor protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information), and will not be revealed to any other persons, firms or organizations. Vendor agrees to use the confidential information solely for the purpose of performing its obligations under the terms and conditions of this Contract. This obligation will survive the termination of this Contract.
   b. **Texas Public Information Act.** In the event that the ESC Region 13 is required to furnish information or records pursuant to the Texas Public Information Act, Provider shall furnish all such information and records to the ESC Region 13 and the ESC Region 13 shall have the right to release such information and records. Compliance with Gov't Code 552.372: The requirements of the Texas Public Information Act, Chapter 552 of the Texas Government Code, Subchapter J, may apply to this bid or Contract if it is valued at more than $1 million. The Vendor agrees the Contract can be terminated if the Vendor or Vendor knowingly or intentionally fails to comply with a requirement of that subchapter, including the preservation of all "Contracting information" (as defined in 552.003) and the provision, upon request of the governmental entity with whom you are Contracting, of all Contracting information. Contracting information includes, but is not limited to, records, communications and other documents related to the bid process, Contract, payments, receipts, scope of work/services, and performance. Notwithstanding any provision of this Contract to the contrary, nothing herein may be construed as a limitation on ESC Region 13's obligations under the Texas Open Meetings Act and Texas Government Code Chapter 551, and no disclosure pursuant to these provisions shall constitute a breach of this Contract. Further, notwithstanding any provision of this Contract to the contrary, nothing herein may be construed as a limitation on the ESC Region 13's obligations under the Texas Public Information Act, Texas Government Code Chapter 552, and no disclosure of materials required by the Act shall constitute a breach of this Contract.

7. **Vendor.** Both the ESC Region 13 and the Vendor agree that the Vendor will act as an independent contractor in the performance of its duties under this Contract. Accordingly, the Vendor shall be responsible for payment of all taxes including Federal, State, and local taxes arising out of the Vendor's activities in accordance with this Contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required. Unless otherwise authorized in writing, Vendor shall not have any express or implied authority to act on behalf of or make any representations whatsoever on behalf of ESC Region 13, except as specifically provided by this Contract.

8. **Termination.** Either party may terminate this Contract on thirty (30) days' notice to the other party in writing, by certified mail or personal delivery.

9. **Indemnification.** Vendor shall indemnify, hold harmless and defend ESC Region 13, its governing board members, officers, and employees from and against any and all claims, demands, suits, actions, proceedings, losses, costs and damages, including all litigation costs, court costs, and attorney's fees for loss of property, damage to any property, or for injuries to or the death of any person caused by the action or negligence of the Vendor, its Vendors, officers, employees, assigns, and/or agents in connection with this Contract. The Vendor's obligation under this section will not extend to any liability caused by the sole negligence or acts of the ESC Region 13 or its employees.

10. **Insurance.** It is understood and agreed that Vendor is a Vendor and not an employee of the ESC Region 13 or a Contracting school of ESC Region 13, and neither the Vendor nor Vendor assigned personnel shall have any entitlement as an ESC Region 13 employee, right to act on behalf of ESC Region 13 in any capacity whatsoever as agent, nor to bind ESC Region 13 to any obligation whatsoever. Vendor shall not be covered by ESC Region 13's worker's compensation; nor shall Vendor be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the ESC Region 13 to employees of the ESC Region 13. Vendor agrees to maintain liability insurance coverage during the term of this Agreement.

11. **Miscellaneous.** This Contract and its exhibits contain the entire understanding and Contract between the parties respecting the subject matter hereof. This Contract may not be supplemented, modified, amended, released, or discharged except by an instrument in writing signed by each party's duly authorized representative. All captions and headings in this Contract are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind. The prevailing party shall be entitled to be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred by the prevailing party in an action or proceeding brought to enforce this Contract.
    a. **Compliance With Laws.** Vendor shall observe and comply with all applicable Federal, State, and County laws, regulations, and ordinances.
        1. **Federal Funds Requirements.** To the extent that any Federal Funds are utilized for payment under this Contract, Vendor agrees to comply with the Education Department General Administrative Regulations ("EDGAR"). Vendor shall complete the EDGAR Vendor Certifications which is included in the ESC Region 13 Vendor packet which certifications are incorporated by reference herein and shall ensure that such Vendor Certifications are promptly updated as necessary during the term of this Contract. Noncompliance or misrepresentation regarding the Vendor Certifications may, in the ESC Region 13's sole discretion, be grounds for immediate termination of this Contract. Vendor shall provide all services and perform all functions in accordance with the U.S. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200 through 200.521), and any other applicable OMB requirements, and in accordance with ESC Region 13's Procedures which the ESC Region 13 shall provide to Vendor, regarding regulatory and financial matters so that the Grant can be carried out in accordance with the requisite federal and state requirements. Vendor agrees and certifies compliance with all applicable federal terms and conditions set out in the Education Department General Administrative Regulations (EDGAR) provisions in 2 C.F.R. Part 200.
        2. **State legal requirements.** Vendor agrees to comply with all state laws regarding use of funds, including but not limited to the following:
            i. **Compliance with Texas Government Code Chapter 2271.** Pursuant to Texas Government Code Chapter 2271, if this Contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor represents and warrants to the ESC Region 13 that the Vendor does not boycott Israel and will not boycott Israel during the term of this Contract. This section does not apply to a sole proprietorship.
            ii. **Compliance with Texas Government Code Chapters 2274 and 809.** Pursuant to Texas Government Code Chapters 2274 and 809, if the Contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor represents and warrants to the ESC Region 13 that the Vendor does not boycott energy companies and will not boycott energy companies during the term of the Contract. This provision does not apply to sole proprietorships.
            iii. **Compliance with Texas Government Code Chapters 2274.** Pursuant to Texas Government Code Chapter 2274, if the Contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor represents and warrants to the ESC Region 13 that the Vendor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of the Contract. This provision does not apply to sole proprietorships.
            iv. **Compliance with Texas Government Code Chapters 2252.** In compliance with Chapter 2252 of the Texas Government Code, Vendor certifies that it does not engage in business with Iran, Sudan, or any foreign terrorist organization. Vendor also certifies that for the length of any resulting Contract with the ESC Region 13, Vendor will not engage in any business with Iran, Sudan, or any foreign terrorist organization.
            v. **Compliance with Prohibition on Contracts with Abortion Providers.** Pursuant to Texas Government Code Chapter 2272, the ESC Region 13 is prohibited from Contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate received something of value derives from state or local tax revenue. Any Contract entered into by the ESC Region 13 is void if the prospective entity has such prohibited affiliation or Contractual relationship. By entering into this Contract, the Vendor is certifying to the ESC Region 13 that it does not have such affiliation or Contractual relationship.
            vi. **Non-appropriation of Funds.** Renewal of this Contract (if appropriate) will be in accordance with the Texas Local Government Code Section 271.903 concerning the non-appropriation of funds for multi-year Contracts. The ESC Region 13 reserves the right to rescind the Contract at the end of each fiscal year (as of August 31st) if it is determined that there are insufficient funds to extend the Contract.

12. **Nondiscrimination in Employment.** Vendor agrees and assures ESC Region 13 that Vendor and any subcontractor shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, harass, or allow harassment against any employee of Vendor, applicant for employment with Vendor, employee or agent of ESC, or recipient of services contemplated to be provided or actually provided under this

Contract, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Vendor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of ESC Region 13 employees and agents, and recipients of goods or services provided under this Contract are free from such discrimination and harassment. Vendor represents that it is in compliance with and agrees that it will

continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto. Vendor agrees to compile data, maintain records, and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision. Vendor shall include this nondiscrimination provision in all subcontracts related to this Contract.

13. **Nondiscrimination in Employment.** Vendor agrees and assures ESC Region 13 that Vendor and any subcontractor shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, harass, or allow harassment against any employee of Vendor, applicant for employment with Vendor, employee or agent of ESC, or recipient of services contemplated to be provided or actually provided under this Contract, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Vendor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of ESC Region 13 employees and agents, and recipients of goods or services provided under this Contract are free from such discrimination and harassment. Vendor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto. Vendor agrees to compile data, maintain records, and submit reports to permit effective enforcement of all applicable anti- discrimination laws and this provision. Vendor shall include this nondiscrimination provision in all subcontracts related to this Contract.

14. **Unfair Business Practices.** By signing this Contract Vendor certifies that within the preceding 12 months, Vendor has not been found guilty, in a judicial or state agency administrative proceeding, of unfair business practices. Vendor also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state agency administrative proceeding, to be guilty of unfair business practices.

15. **Use of Funds.** By signing this Contract, Vendor agrees that no funds provided by ESC Region 13 pursuant to this Contract shall be used by Vendor for any political activity or PAC contribution and that Vendor is prohibited from using such funds for influencing or attempting to influence any member of Congress or its employees or any federal agency employee concerning the making or awarding of a federal grant.

16. **Notice of Felony Conviction or Disbarment.** By signing this Contract, Vendor certifies that neither they, the owner of their company, nor any operator of their business have been convicted of a felony, nor are any of the named persons presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this proposed Contract by any Federal or State Department or Agency.

17. **Criminal History Background Check.** Texas Education Code (TEC) §22.0834 and §22.08341 require that a contractor that provides services to a school district or charter school must be fingerprinted before beginning work, if the contractor 1) will have continuing duties related to the contracted services, and 2) will have the opportunity for direct contact with students. Additionally, the law requires that a contractor certify to a school district or charter school that it has received all criminal history information for its employees who provide services for the school. Accordingly, pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, Vendor hereby certifies that all employees, subcontractors and volunteers of the Provider who are hired by Vendor on or after January 1, 2008, who have or will have continuing duties related to the Contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections. The Vendor must be fingerprinted and registered under the ESC Region 13 FACT Clearinghouse if the Vendor has direct contact with students and continuing duties related to Contracted services. *See* Tex. Admin. Code 153.1101 (2) and (7) for the definition of Direct contact with students and Continuing duties related to Contracted services. The Vendor must complete the ESC Region 13 Felony Conviction Notice Form and the ESC Region 13 Ch.22 Contractor/Subcontractor Certification Form located in the ESC Region 13 Vendor Packet. Vendor understands and agrees that Vendor must reimburse or pay ESC Region 13 for all costs associated with any required criminal history checks for Vendor.

18. **Assignment.** Either party shall not assign this Contract or its rights hereunder without the prior written and signed consent of the other party.

19. **Governing Law.** This Contract is made in accordance with the laws of Texas. Parties expressly agree that this Contract shall be governed and will be construed by the laws of the State of Texas. Parties irrevocably consents to the exclusive jurisdiction and venue of the courts of proper jurisdiction located in Travis County, Texas in connection with any action to enforce the provisions of this Contract.

20. **Attorney's Fees.** In connection with the ESC Region 13's defense of any suit against it and/or ESC Region 13's prosecution of any claim, counterclaim, or action to enforce any of its rights and/or claims hereunder, in which the ESC Region 13 prevails as to all or any portion of its defense(s), claims, counterclaims or actions, the ESC Region 13 shall be entitled to recover its actual attorney's fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

21. **Severability.** If any provision of this Contract shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

22. **Force Majeure.** If by reason of force majeure, ESC Region 13 is rendered wholly or in part unable to carry out its obligations under this Contract, then such party shall give notice and full particulars of the force majeure in writing to Vendor within a reasonable time after the party becomes aware of a force majeure event. So far as the ESC Region 13 is affected by force majeure event, it shall be suspended during the continuance of the inability then claimed. The term force majeure as employed herein is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent; provided that such event or circumstance is limited to the following: (a) complete inaccessibility to the venue at which Services were to be performed; (b) riot, war, invasion, act of foreign enemies, hostilities, acts of terrorism, curtailment of major national transportation systems, and governmental act (including but not limited to state, federal, and /or local authority related to the COVID-19 pandemic); (c) earthquakes, flood, fire, tornado, fire or other physical natural disaster; (d) any strike or labor disturbance; (e) act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works or requisition; (f) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, including but not limited to the COVID-19 pandemic; (g) the event is made impracticable if act(s)/circumstance(s) cause performance to become substantially more difficult, complex or challenging, such as an excessive or unreasonable increase in performance costs or if increased costs make performance commercially senseless. It is understood and agreed that settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch and shall not require the settlement of strikes and/or lockouts by acceding to the demands of the opposing party or parties when such settlement is objectively unfavorable in the judgment of the party having the difficulty.

23. **No Waiver of Immunity.** No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Contract and the performance of the covenants contained herein.

By signing this Contract, both parties acknowledge that they are duly authorized to sign on behalf of their party and will actively abide by its terms.

VENDOR:

Signature Date

Print Name: _____

Title: _____

EDUCATION SERVICE CENTER REGION 13:

Stacey A. Durham

Signature Date

Print Name: Stacey Durham

Title: Director, Instructional Development & Support

Authorized Representative of the Receiving Party shall sign this via Adobe E-sign. You will receive one completed copy after execution of the agreement.

ESC 13 Region Contact: Jennifer Arzola

Email: jennifer.arzola@esc13.txed.net Phone: 512-919-5348

Ronda Johnson

Joe Green

Joe Green (Jun 20, 2025 09:14 CDT)