

**CONTRACT BETWEEN
FABENS INDEPENDENT SCHOOL DISTRICT
AND
COMMUNITIES IN SCHOOLS OF EL PASO, INC.**

This Agreement, made this 1st day of August 2025, defines the agreement between the Fabens Independent School District (FISD), 821 N E Ave G, Fabens, Texas, 79838 and Communities In Schools of El Paso, Inc., a non-profit organization, organized under the laws of the State of Texas with offices at 1401 Pendale, Suite #300, El Paso, Texas, 79936 (CIS, or CIS of El Paso, or Contractor).

THE ABOVE-MENTIONED PARTIES AGREE TO:

The Fabens Independent School District desires to contract with Communities In Schools of El Paso for the implementation of the CIS program at the following campuses:

**Fabens High School, 601 NE G Ave., Fabens, TX 79838
Fabens Middle School, 800 Walker St., Fabens, TX 79838
O'Donnell Intermediate School, 300 NE Camp St., Fabens, TX 79838**

CIS of El Paso will provide a total of 3 Program Coordinators for three campuses.

WHEREAS, CIS has established a comprehensive program that includes the development of working relationships with community agencies to coordinate the delivery of needed services to at-risk students and their families; and

WHEREAS the FISD desires to implement the CIS Program, which consists of various services designed to increase student achievement through student improvement, student promotion, student graduation, and reduction of the dropout rate by keeping students in school at the campus sites identified in this Agreement; and

WHEREAS, the FISD shall have access to all CIS program materials, communications with community agencies, and all related written materials prepared or produced by CIS under this Agreement; and

WHEREAS the parties desire to work together to maximize the benefit of the CIS program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the CIS services.

NOW, THEREFORE, the parties agree as follows:

I. A. Scope of Services:

CIS will provide to the FISD with the following services during the term of this agreement:

1. Develop an annual CIS campus agreement at each school site in collaboration with campus administrators.
2. Develop an annual CIS Campus Plan in collaboration with Campus Administrators, CIS Identified School Support Team, and any other Campus Personnel deemed necessary to integrate a customized CIS program for the benefit of campus, students, and their families.

3. CIS will identify at minimum one campus goal in collaboration with campus administrators.
4. A highly qualified, college degree, and trained staff member assigned at each campus to implement the CIS program.
5. Development of working relationships with service agencies, businesses, and organizations to provide vital resources/support to at-risk youth in need of extra support to stay on the path to graduation.
6. Integrated student supports developed to increase student achievement as measured by student improvement, student promotion, student graduation, and reduction of dropout rate by keeping students in school.
7. Provide effective assistance to students at risk of dropping out through the following CIS Service Categories: Mental and Behavioral Health Referral Services, Health, and Human Referral Services, Parental and Family Engagement Services, College and Career Readiness Services, Enrichment Services, Academic Enhancement & Support Services, Case Management and Site Coordination Services, Attendance & Engagement Services.
8. Encourage parental involvement to help students succeed in their academic endeavors.
9. Compile CIS information as required for district reports.
10. Also see Performance Measures in Part I. B below.

B. Performance Goals

The following are the statewide goals and performance measures for the CIS program which support the legislative intent and requirements as well as the Texas Education Agency (TEA) overarching goal that all students will graduate and be college or career ready.

Student Goals

TEA sets a goal for case-managed students' growth:

Academic Growth-85% of CMS assessed students identified as having an academic need will show improvement in academics.

Attendance Growth-70% of CMS assessed students identified as having an attendance need will show improvement in attendance.

Behavioral Growth-75% of CMS assessed students identified as having a behavior need will show improvement in behavior.

TEA sets end of school goals for case managed students:

Retention Rate-90% of case-managed students in grades 7-12 will stay in school.

Promotion Rate-85% of case managed students will be promoted to the next grade level.

Graduation Rate-90% of case-managed students eligible to graduate will receive a high school diploma or a Texas Certificate of High School Equivalency (TxCHSE)

CIS El Paso agrees to work to meet these performance goals.

CIS personnel will provide services to FISD on a 40-hour work week schedule reporting to assigned campuses with time off provided for sick, personal, holiday and vacation leave, as

stipulated by CIS of El Paso, Inc. The 40 hours per week can be adjusted **only** during the same work week. CIS Program Coordinators cannot work more than 40 hours per week to include Saturdays.

CIS of El Paso Employee Personnel Policies on leave are as follows:

Sick Days:

1 sick day per month for a total of 12 days per fiscal year
(Sick days are accrued)

Personal Days:

3 personal days per fiscal year (September — May)

Vacation Days (based on length of employment):

Length of Employment With CIS	Vacation Days Earned
0 Years – Less Than 1 Year	0 Days
1 Year – Less Than 2 Years	5 Days
2 Years – Less Than 3 Years	10 Days
3 Years – Less Than 10 Years	15 Days
10 Years – Less Than 20 Years	20 Days
20 Years – Less Than 30 Years	25 Days
30 Years or More	30 Days

II. FISD Responsibilities

1. FISD agrees to provide an office assigned only to CIS to address confidentiality at each participating campus. Additional items that are to be provided include a telephone, operating computer and printer, desk, chair, a filing cabinet with lock and key, and supplies.
2. FISD agrees to provide a district email address to CIS staff within one week of campus placement.
3. FISD agrees to provide access to district student data base/information within one week of campus placement i.e., student demographics, TEA at risk list, STAAR scores, EOC scores, Benchmark data, GPA, core course grades, student attendance rate, attendance history, disciplinary actions, conduct grades, free/reduced lunch status, and any other pertinent information necessary.
4. FISD agrees to provide an ID Badge to the Program Coordinator within one week of campus placement.
5. FISD Administrative personnel at each campus agree to collaborate with the CIS staff to ensure the process of service delivery for students and parents is a priority from assigned duties.
6. FISD Administrative personnel agree to ensure that campus/district support assignments do not overshadow the delivery of services.
7. CIS will be a partner in addressing the dropout issue and will be written into the Campus and District Improvement Plans.

8. FISD will ensure that campuses will allow for CIS staff to fulfill TEA contract obligations regarding documentation and accountability.
9. CIS staff will be considered to be performing an institutional service or function of the ISD for which it would otherwise use ISD employees, at all times CIS is performing its duties under this Agreement CIS staff will be designated a school official. CIS will be permitted access to personally identifiable information subject to FERPA (20 U.S.C. § 1232g). CIS agrees to be under the direct control of the ISD as a school official and to be bound by the requirements of 34 C.F.R. 99.33 in reviewing and disclosing any personally identifiable student information.

III. CIS Personnel

State law requires school districts to conduct criminal history background checks for employees and other persons who have contact with students at school. Texas Education Code §22.0831 and §22.0834. Contractor employees with certain convictions are prohibited from working in a school district. The District will contact Communities in Schools with the appropriate documentation.

IV. Insurance Coverage

General Requirements: Contractor will procure and maintain the applicable insurance coverage described below, as well as any other insurance FISD may require. Such insurance is to be primary with respect to any other similar insurance available to FISD regardless of the provisions of such insurance and is to name FISD as additional insured. All policies on which FISD is named additional insured must contain (i) a breach of warranty provision guaranteeing that FISD will be insured regardless of breach by contractor, and (ii) a waiver of subrogation by the insurers in favor of FISD. The contractor will furnish FISD with certificates and additional insured endorsements evidencing the specified insurance prior to beginning the Work and, if requested by FISD, copies of the insurance policies themselves. Such certificates must provide that at least 30 days prior written notice of any policy cancellation or material change be given to FISD. All insurance must be obtained from insurance carriers with a Best's rating of at least "A-10" and that is otherwise acceptable to FISD. Contractor will require Subcontractors to also maintain all such insurance set forth below and to provide FISD with such certificates of insurance, additional insured endorsements, breach of warranty provisions, and, if requested, certified copies of the policies themselves. The failure of Contractor to comply with the requirements of this paragraph prior to the commencement of the Work will be grounds for cancellation or suspension of this contract by FISD without notice at any time during such failure of compliance. Any losses incurred by FISD arising from the performance of the Work, whether or not covered by the insurance described below or within the deductible of such insurance, will be the responsibility of the contractor to the extent they are covered by the indemnity provisions or any other provisions of the Contract Documents.

1. Automobile Liability Insurance:

- a. Combined Bodily Injury and Property Damage Liability limits of not less than \$1,000,000 per occurrence.
- b. This insurance must apply to all owned, leased, non-owned, or hired vehicles used by or on behalf of the Contractor in connection with the Work. The

policy shall include an Additional Insured Endorsement naming FISD as an additional insured with respect to the operation of Approved Contractor's and Subcontractors' autos.

2. General Liability Insurance:

- a. Limit of liability is not less than \$2,000,000 per occurrence.
- b. Broad form property damage coverage.
- c. Contractual liability for obligations assumed in the Contract with FISD.
- d. Products and completed operations liability.
- e. Bodily injury and property damage resulting from incidental professional liability.

3. Workers' Compensation Insurance:

The policy will be written in accordance with the laws of the State in which the work will be performed. The Worker's Compensation policy shall also include the following Employer's Liability coverage with limits not less than the following:

- a. \$1,000,000 Bodily Injury by Accident
- b. \$1,000,000 Bodily Injury by Disease
- c. \$1,000,000 Policy Limit by Disease

4. Errors and Omissions insurance will be provided in such amounts as FISD may require with limits of liability of not less than \$1,000,000 per occurrence.

V. Duration of Services

This Agreement shall become effective on August 1, 2025, and shall terminate on July 31, 2026, unless otherwise terminated as set forth herein. FISD and CIS will have the option to renew the agreement on mutually acceptable terms. Any such renewal shall be in writing and is subject to approval and funding by the FISD Board of Trustees.

VI. Compensation and Method of Payment

For and in consideration of the services to be performed by Communities In Schools of El Paso, Inc. under this Agreement, the Fabens Independent School District shall pay to Communities In Schools of El Paso, Inc. the amount of \$80,000.00 for the completion of the work made the subject of this Agreement. This amount will be paid to CIS over the term of this Agreement while the Agreement is in effect and not otherwise terminated by either party. Payment under this Agreement shall be divided into 12 equal monthly installments in the amount of \$6,666.66. The first payment is due no later than August 30, 2025; the final payment is due no later than July 31, 2026, unless this Agreement is otherwise terminated. No payment shall be due for any period following termination of the Agreement.

VII. Additional Provisions

A. *CIS Employees.* All persons assigned to FISD under this Contract by CIS shall be the employees of CIS and shall not be employees of FISD. CIS shall be responsible for payment of all salary, compensation, and benefits of all its employees, and shall have all liability and responsibility with respect to its Employees. FISD shall not have any responsibility or liability regarding any CIS employees.

B. *Risk Allocation.* FISD shall not be liable to CIS for any claims, causes of action, liability, expense, attorneys' fees, costs, injuries, damages, or other losses arising from the conduct of CIS employees and the services provided by CIS employees pursuant to this Contract. Each party shall bear its own risk of loss and shall not be liable for any acts or omissions of the employees of the other party. CIS agrees at all times to defend, indemnify, and hold harmless FISD, its trustees, officers, employees, and agents from and against any and all claims for damages for injuries and other losses, including costs and attorneys' fees, resulting directly or indirectly from any act or omission of CIS's officials, employees, agents, subcontractors or volunteers arising out of the performance of this Agreement, whether such claims are asserted before or after the termination of this Agreement.

C. *Governmental Immunity.* FISD hereby reserves, and does not waive, its right to governmental and sovereign immunity from litigation or liability arising out of the Texas Tort Claims Act, the Texas Constitution, and applicable common law. This Contract is not a consent to suit by FISD. This Contract shall not constitute the agreement by FISD to pay attorneys' fees in the event of litigation between the parties.

D. *Compliance with FERPA.* CIS and its employees assigned to FISD schools pursuant to this Contract shall comply with all terms and conditions of the Family Educational Rights and Privacy Act, 20 USC 1232g, and applicable state law which requires that all personally identifiable student records be kept confidential and not released except as provided under applicable law. Any violation of the terms of federal or state law by CIS employees relating to personally identifiable student records shall constitute grounds for immediate termination of this Contract.

E. *No Assignment.* Neither party may assign any rights or obligations under this Agreement without the written consent of the other party.

F. This Agreement shall be governed by the laws of the State of Texas. The exclusive venue of any suit brought concerning this Agreement is fixed in any Court of competent jurisdiction in El Paso County, Texas.

III. Termination of Services

This agreement may be terminated prior to the expiration of the term hereof as follows: 1) by mutual written Agreement of the parties; or 2) with or without cause by either party giving (30) days written notice to the other party. Notice shall be delivered in writing to the following:

- a. To FISD: Dr. Rogelio Segovia
- b. To CIS: Mr. Robert Shaw

Upon termination of the Agreement, FISD shall be liable only for payment for services performed up to the date of termination, calculated on a pro rata basis through the last day of service.

COMMUNITIES IN SCHOOLS OF EL PASO

FABENS I.S.D.

By: 

By: _____

Title: Executive Director

Title: Superintendent

Date: 06/11/2025

Date: _____