



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 10/05/21

Item Title: 1003 ESF-Focused Grant Contracts X Action
For Targeted Schools and selected Information
Feeder Pattern Schools Discussion

BACKGROUND:

Brownsville ISD has been awarded \$1,528,083 in funds through the 2021-2023 Title I, ESF-Focused Support Grant as of July 8, 2021. This grant provides funding primarily to obtain contracted services with TEA approved Vetted Improvement Providers (VIP) for campuses in TEA Federal Accountability and additional funds for campuses in the identified campuses' feeder school patterns.

BISD Targeted campuses were approved in the grant to use two vendors: Instruction Partners and E3Alliance. Instruction Partners (\$590,468 of grant funds) will provide services for Besteiro Middle School and the following elementary campuses: Aiken, Cromack, Garza, Palm Grove, Skinner, and Vermillion for two (2) years--September 13, 2021 through June 30, 2023. Reduced services will also be provided for Lopez Early College High School. The second vendor, E3Alliance, will be providing services for \$135,000 per school year for two (2) years (\$265,000 of grant funds for the two years) for the following middle schools: Garcia, Lucio, and Stell. In addition, some services will be provided for Russell Elementary School that is a feeder school for Stell Middle School.

FISCAL IMPLICATIONS:

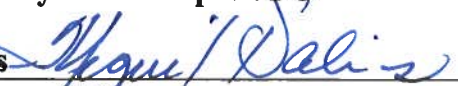
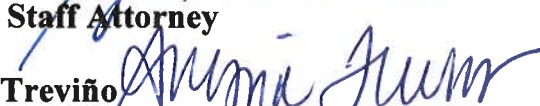
Grant funding for a maximum for two years: \$855,468

RECOMMENDATION:

Request approval to enter into contracts with Instruction Partners and E3Alliance for services for BISD campuses for one year and renewable with Board approval for a second year contingent upon availability of grant funding for a two-year cost of \$855,468.


Dr. Roni Louise Rentfro
Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Recommended by: Asst. Supt./CFO

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Anysia R. Treviño
Approved by: Deputy Superintendent


Dr. René Gutiérrez, Superintendent

Minerva Almanza

From: Priscilla Lozano <plozano@808west.com>
Sent: Thursday, September 30, 2021 12:16 PM
To: Sara Celis
Cc: Minerva Almanza; Patricia Perez; Lea Ohrstrom
Subject: RE: October 5th Board Agenda Items

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Celis,

I do not have any additional proposed edits regarding the ESF-Focused Support Grant MOU. The document is approved as to form.

Priscilla

————— **ODC** —————
O'HANLON, DEMERATH & CASTILLO
Attorneys and Counselors at Law

Priscilla A. Lozano

Attorney
808 West Ave
Austin, Texas 78701
Office: 512-494-9949
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Email: plozano@808west.com
www.808west.com



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From: Sara Celis <scelis@bisd.us>
Sent: Thursday, September 30, 2021 11:19 AM
To: Priscilla Lozano <plozano@808west.com>

Cc: Minerva Almanza <malmanza1@bisd.us>; Patricia Perez <pperez@bisd.us>; Lea Ohrstrom <lohrstrom@808west.com>

Subject: FW: October 5th Board Agenda Items

Ms. Lozano,

Attached is the revised MOU for ESF-Focused Support Grant pending your approval.

Thank you.

From: Minerva Almanza

Sent: Thursday, September 30, 2021 11:16 AM

To: Sara Celis <scelis@bisd.us>

Subject: FW: October 5th Board Agenda Items

Ms. Sara,

Attached is the REVISED MOU for approval.

Thank you.

Minerva Almanza
Executive Assistant

Brownsville ISD | Superintendent's Office
1900 E. Price Road, Room #307 | Brownsville, Texas 78521
Tel. 956.698.0014 | Fax. 956.548.8019
malmanza1@bisd.us



From: Sara Celis <scelis@bisd.us>

Sent: Thursday, September 30, 2021 11:04 AM

To: Minerva Almanza <malmanza1@bisd.us>

Subject: FW: October 5th Board Agenda Items

Minnie,

Please see attached.

From: Sara Celis

Sent: Monday, September 27, 2021 3:04 PM

Subject: FW: October 5th Board Agenda Items

Good afternoon,

Please see the email below received from Mr. O'Hanlon's Office today. Each MOU/Contract that had comments are attached.

Thank you.

From: Priscilla Lozano <plozano@808west.com>
Sent: Monday, September 27, 2021 2:22 PM
To: Maribel Salinas <msalinas@bisd.us>; Sara Celis <scelis@bisd.us>
Cc: Lea Ohrstrom <lohrstrom@808west.com>; Mali Hanley <mhanley@808west.com>; Kevin O'Hanlon <kohanlon@808west.com>
Subject: RE: October 5th Board Agenda Items

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Salinas and Ms. Celis,

I have reviewed the agreements below and made proposed edits and comments to the PDFs attached.

1. LPC Associate MOU – See attached pdf with proposed edits
2. Communities in Schools Parental Involvement - See attached pdf with proposed edits
3. Brownsville Community Health Center – Approved as to form
4. ESF Focused Support Grant - See attached pdf with proposed edits
5. Bob Clark Social Service Center - See attached pdf with proposed edits
6. El Centro Cultural - See attached pdf with proposed edits
7. San Pedro Catholic Church - See attached pdf with proposed edits
8. Buckner Children & Family Services- See attached pdf with proposed edits
10. UTRGV Department of Counseling - Approved as to form
11. UTRGV School of Medicine - Approved as to form

Mr. Salinas, please let us know if you are reviewing these agreements or if you would like us to continue to review. We are happy to assist but do not want to duplicate efforts.

Sincerely,

Priscilla

— ODC —
O'HANLON, DEMERATH & CASTILLO
Attorneys and Counselors at Law

Priscilla A. Lozano

Attorney
808 West Ave
Austin, Texas 78701
Office: 512-494-9949
Facsimile: 512-494-9919
Email: plozano@808west.com
www.808west.com



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From: Sara Celis <scelis@bisd.us>
Sent: Wednesday, September 22, 2021 9:23 AM
To: Kevin O'Hanlon <kohanlon@808west.com>
Cc: Minerva Almanza <malmanza1@bisd.us>; Patricia Perez <pperez@bisd.us>; Lea Ohrstrom <lohrstrom@808west.com>; Priscilla Lozano <plozano@808west.com>
Subject: RE: October 5th Board Agenda Items

Good morning Mr. O'Hanlon,
Unfortunately, we do not have access to the documents in word format.

Thank you.

From: Kevin O'Hanlon <kohanlon@808west.com>
Sent: Tuesday, September 21, 2021 5:38 PM
To: Sara Celis <scelis@bisd.us>; Kevin O'Hanlon <kohanlon@808west.com>
Cc: Minerva Almanza <malmanza1@bisd.us>; Patricia Perez <pperez@bisd.us>; Lea Ohrstrom <lohrstrom@808west.com>; Priscilla Lozano <plozano@808west.com>
Subject: RE: October 5th Board Agenda Items

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening. Would you have a copy of the LPC Associate MOU MOU, UTRGV Department of Counseling and UTRGV School of Medicine outlined in the list below in Word format?

Thank you,
Mali Hanley

From: Sara Celis <scelis@bisd.us>
Sent: Thursday, September 16, 2021 10:04 AM
To: Kevin O'Hanlon <kohanlon@808west.com>
Cc: Minerva Almanza <malmanza1@bisd.us>; Patricia Perez <pperez@bisd.us>; Lea Ohrstrom <lohrstrom@808west.com>
Subject: October 5th Board Agenda Items

Good morning Mr. O'Hanlon,
The following are pending your review and approval for signature. All MOU's/Contracts need to be given to Pat by next week.

1. LPC Associate MOU
2. Communities in Schools Parental Involvement
3. Brownsville Community Health Center
4. ESF Focused Support Grant
5. Bob Clark Social Service Center
6. El Centro Cultural

7. San Pedro Catholic Church
8. Buckner Children & Family Services
9. Seesaw Software License MOU
10. UTRGV Department of Counseling
11. UTRGV School of Medicine
12. Hanna ECHS Easement
13. Pace ECHS Easement

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

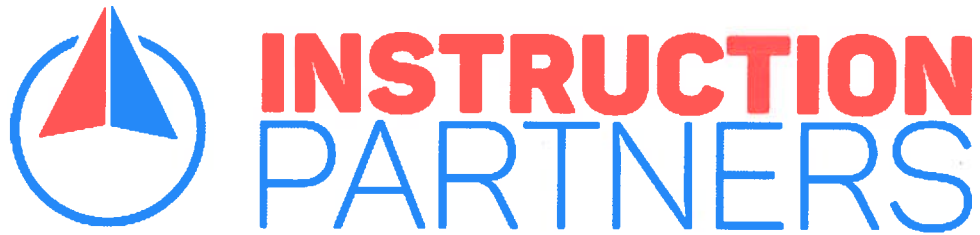
Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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Instruction Partners
Partner Service Agreement

Brownsville Independent School District
(SY2122)

September 3, 2021

Partner Services Agreement

A. The Parties.

1. **Instruction Partners, Inc.** ("Instruction Partners").
2. **Brownsville Independent School District** ("Partner").

B. Term.

Agreement will begin on September 13, 2021 and terminate automatically on June 30, 2022.

C. Services.

During the term of the Agreement, Instruction Partners will provide the following services:

Instructional Support across seven (7) schools:

1. Seven (7) comprehensive partnership launches
2. Fourteen (14) rounds of observing and collecting evidence across ELA and math (*two (2) per school*)
 - a. Seven (7) walkthroughs conducted in-person
 - b. Seven (7) walkthroughs conducted virtually
3. Fourteen (14) rounds of action planning across ELA and math (*two (2) per school*)
4. Fourteen (14) building and adding capacity support packages (*two (2) per school*)
 - a. Seven (7) for ELA
 - i. Seven (7) days of on-site support
 - ii. Seventy (70) hours of virtual partner delivery
 - b. Seven (7) for math
 - i. Seven (7) days of on-site support
 - ii. Seventy (70) hours of virtual partner delivery
5. Two (2) virtual professional development sessions for ELA, math, or leadership

Instructional Support across one (1) high school:

6. Two (2) virtual building and adding capacity support packages
 - a. Two (2) for ELA, math, or leadership support
 - i. Thirty (30) hours of virtual partner delivery

D. Financial Arrangements.

1. **Compensation:** \$295,234.00 for the above deliverables.
2. **Payment Schedule:** Payable within thirty (30) days after submission of an invoice by Instruction Partners.
3. Instruction Partners will submit an invoice for the Services upon the following schedule:

Date	Amount
November 1, 2021	\$73,808.50
January 3, 2022	\$73,808.50
March 1, 2022	\$73,808.50
May 2, 2022	\$73,808.50

E. General Terms and Conditions.

The general terms and conditions applicable to this Agreement are attached as Annex A and are incorporated by reference.

F. Contact Information.

Instruction Partners

Program Contact

Bryan Hearn
Managing Director of Instructional Support
bryan.hearn@instructionpartners.org
615.300.1479

Program Contact

Jabari Sims
Executive Director, District Partnerships
jabari.sims@instructionpartners.org
832.259.9314

Financial Contact

Suzette Johnson
Director, Accounting
Instruction Partners
604 Gallatin Ave., Suite 202
Nashville, TN 37206
suzette.johnson@instructionpartners.org
931.413.9692

Contracting Contact

Alexandra Clay
Partnership Engagement Lead
alexandra.clay@instructionpartners.org
281.692.4185

Brownsville Independent School District**Primary Program Contact**

Name:

Title:

Email Address:

Phone Number:

Billing Contact

Name:

Title:

Email Address:

Phone Number:

Billing Address:

G. Signatures.**Instruction Partners**
Authorized Signature

Signatory: Benjamin G. Fenton

Title: Chief, Growth and Delivery

Email: ben.fenton@instructionpartners.org

Date: 9/03/2021

Brownsville Independent School District

Authorized Signature

Signatory: Dr. René Gutiérrez

Title: Superintendent

Email: rene.gutierrez@bisd.us

Date:

General Terms and Conditions

I. Cancellation and Rescheduling of Services.

The Partner must provide Instruction Partners at least 14 days' written notice of any proposed cancellation or rescheduling of an in-person service and 48 hours written notice of any proposed cancellation or rescheduling of a virtual service. In the event the Partner cancels or requests rescheduling of any service with less than 14 days' written notice for an in-person service or 48 hours for a virtual service, the Partner will be responsible for the cost of any non-refundable travel expenses that Instruction Partners has incurred and, in Instruction Partners' discretion, the Partner may forfeit the scheduled service, without reimbursement to the Partner.

If a service is cancelled due to weather, school-level emergencies, or public health concerns Instruction Partners will exercise commercially reasonable efforts to reschedule or provide equivalent services by the end of the Term.

If, other than due to weather or the Partner, Instruction Partners needs to cancel or reschedule a service, Instruction Partners will reschedule the service with the Partner or provide equivalent services by the end of the Term.

II. Intellectual Property.

Instruction Partners exclusively owns all intellectual property relating to, created by, or arising as a result of, the services provided by Instruction Partners, including, without limitation, all "aggregate data". For these purposes, "aggregate data" means all information and data derived from the provision of the services and the use and application by the Partner of the services which is not specific to an individual, does not identify a specific individual, and cannot reasonably be used to identify an individual. Without limiting the generality of the foregoing, Instruction Partners may use "aggregate data" for (i) conducting analysis, (ii) publishing and/or publicizing results and (ii) developing service improvements and modifications. Nothing in this Agreement grants the Partner, without prior written consent of Instruction Partners, any rights to use any trademarks, trade names or logos owned or used by Instruction Partners.

III. Termination.

Either party may terminate this Agreement without cause prior to its scheduled termination date upon providing at least 14 days' prior written notice to the other party.

Upon termination for any reason, the Partner shall compensate Instruction Partners for the value of all unpaid services that have been performed (based on a reasonable pro ration methodology) and any reimbursable expenses properly incurred and documented by Instruction Partners prior to the

effective date of termination. Instruction Partners shall submit a final invoice to the Partner within 30 days after the termination date.

IV. Certain Agreements.

Instruction Partners agrees that in providing the services it shall comply in all material respects with all applicable laws. The Partner agrees that it will take all actions reasonably necessary to permit Instruction Partners to provide the services as contemplated. While Instruction Partners will use its reasonable, good faith efforts in providing the services, the Partner recognizes that Instruction Partners is a non-profit enterprise and so is not making any representations or warranties, express or implied, with respect to the services and such services are provided on an “as is” basis. In no event will Instruction Partners have any liability or obligation as a result of this Agreement or the services in excess of the compensation actually received by Instruction Partners from the Partner.

V. Confidentiality.

The parties acknowledge that under this Agreement each party will likely receive or be privy to non-public, confidential information regarding the other party and the other party’s employees, officers, directors and other relationships. The parties agree that, except to the extent compelled by law, they will not disclose publicly or to any third party any confidential information of the other party without prior written consent of the applicable other party. Notwithstanding the foregoing, (i) some, or all, of the materials, documents, and correspondence that the Partner creates, develops, produces, or shares with Instruction Partners may be subject to public records act requests, inspection, and copying and the Partner therefore acknowledges that Instruction Partners cannot guarantee the anonymity of the Partner’s officials or employees as it relates to public records and (ii) Instruction Partners may, without the prior consent of the Partner, use the name and logo of the Partner in press releases, publicity materials, and marketing materials, but only to the extent necessary to identify the Partner as a current or prior user of the Instruction Partners services.

VI. Payment of Debt or Delinquency to the State.

Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Instruction Partners agrees that any payments owing to Instruction Partners under this Agreement may be applied directly toward any debt or delinquency that Instruction Partners owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

VII. Venue; Governing Law.

Cameron County, Texas shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

VIII. State Auditor's Office.

The Contracting Parties understand that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor") to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), Texas Education Code. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

IX. Subcontracting.

Instruction Partners may use subcontractors to perform the services required hereunder without the prior written consent of the Partner.

X. No Employee Hiring or Solicitation.

During the term of the Agreement, each party agrees not to solicit or approach full-time staff members of the other party for full-time employment opportunities within their own organizations.

XI. Amendments.

No amendment, modification, extension, or rescission of any term or provision of this Agreement shall be effective unless agreed upon in writing by both parties.

Statement of Work: Contracted Services for the Effective Schools Framework (ESF)-Focused Support Grant for Garcia, Lucio and Stell Middle Schools and Brownsville ISD.

This Statement of Work provided by E3 Alliance for acceptance by **Garcia, Lucio and Stell Middle Schools and Brownsville ISD** is in effect July 8, 2021 through August 31, 2022 to provide contracted services related to the ESF-Focused Support Grant from the Texas Education Agency for the 2021-22 school year. This is a 2-year grant and this Statement of Work will be reviewed and will continue, after Brownsville ISD Board Approval, for the 2022-23 school year.

Fee Summary and Payment Schedule

Multiple E3 Alliance workshops, coaching visits, and other support (see table below) beginning in July 8, 2021 and ending August 31, 2022 will be provided for **Garcia, Lucio and Stell Middle Schools and Brownsville ISD** staff for a price of \$35,000 per school Year 1 (2021-22) and, with Brownsville ISD Board Approval, \$35,000 per school Year 2 (2022-23) following the payment schedule below. Should any work or deliverables be substantively changed from the outline of this document, the project budget will be reviewed by both parties before proceeding. E3 Alliance requests payments be made electronically. E3 Alliance's W-9 and electronic payment information will be provided.

ESF-Focused Support Grant Contracted Services Payment Schedule

Invoice Date	Amount
September 10, 2021	\$52,500 (\$17,500 per school)
May 10, 2022	\$52,500 (\$17,500 per school)
September 10, 2022*	\$52,500 (\$17,500 per school)
May 10, 2023*	\$52,500 (\$17,500 per school)

*This SOW will continue into year 2 after Brownsville ISD Board Approval of such continuation.

E3 Alliance Responsibilities and Deliverables

E3 Alliance will be responsible for supporting the campus in their Web-based Improvement Plans by providing professional development, facilitation of school teams, and coaching aligned to the identified ESF priority levers the school identified in their grant application. The following is the scope outlined in the table based on the option selected for the ESF-Focused Support Grant.

Support Scope	\$35,000/ year
In-person Coaching Visits	6 per year
<i>One-on-one or group coaching for campus leaders and/or teachers to support focus areas</i>	
Professional Learning Session(s)	2 per year
<i>Campus determines topic and audience, includes time for immediate application</i>	
Virtual Coaching Sessions	5 per year
<i>One-on-one or group coaching sessions to monitor implementation and problem solve</i>	

Data and Artifact Collection	Ongoing
<i>Guidance with root cause analysis, strategic use of data, and documentation of progress</i>	
Professional Learning Sessions Aligned to ESF Success Criteria for Focus Lever	at a minimum 8
<i>Access to a series of virtual deep-dives into ESF Essential Action Success Criteria offered through the year</i>	

District & Campus Responsibilities

- Identify a primary Point of Contact (POC) at the district and/or campus for all logistics and planning.
- Identify a Financial POC at the district and/or campus to work through for all invoicing and payments.
- Collaborate, calendar and finalize schedule of professional learning sessions, coaching sessions and other supports with E3 Alliance.
- Campus leaders and Principal Supervisor identify participants to attend the workshops, coaching sessions and other supports and ensure participation. Provide a list of participants with emails to E3 Alliance.
- Collect and share data and artifacts critical to monitoring progress on the web-based improvement plan including campus assessments (Common Assessments, Benchmarks, Reading and Math Screeners, STAAR scores). As well, other data might be shared depending on the campus improvement plan, including but not limited to surveys, attendance data, discipline data, classroom observation data, PLC agendas, and Faculty meeting agendas and outcomes/decisions.
- If applicable, provide a district location/facility for professional learning and coaching sessions with A/V capabilities, table supply boxes and table seating for all workshop participants.
- Provide Continuing Education/Professional Learning credit to participating school and district personnel.
- In follow up meetings with schools throughout the school year, monitor and support action plans developed in order to support the focused campus improvement efforts.
- Notify E3 Alliance implementation team of significant personnel changes (Principals, Assistant Principals, Instructional Coaches, Principal's Supervisor and other key staff related to improvement efforts) and participate in planning for sustainability of improvement efforts taking into account such staff changes.
- Complete post-professional learning session surveys when applicable. Also, allow staff to provide quotes, testimonials, and pictures/video reflecting on ESF work, following district policies for student privacy.

Protection of Sensitive Data

E3 Alliance acknowledges and agrees that if confidential information is so identified and disclosed by the district, E3 shall hold all such confidential information in the strictest confidence as a fiduciary and shall not sell, transfer, publish, disclose, display or otherwise make available to any third person such confidential information or any portion thereof without the express written consent of the district. Each party shall each use their best efforts to protect the confidentiality of all such information consistent with the manner in which they protect their most confidential business information.

E3 Alliance further agrees to abide by all requirements of the Family educational rights and Privacy Act (FERPA; specifically, protections under Federal Law 20 USC, Section 1232g and implementing federal regulations found in 34 CFR, part 99 and State Law). Under such regulations, E3 will maintain confidentiality of applicable data, whether or not it is marked as such, and will not permit access of such data to person not authorized, and will report any known instances of missing data or data that has been inappropriately shared. District will ensure that all FERPA-protected data to be provided by the district to E3 Alliance will be provided in a secure format per E3 instructions.

Other Terms and Conditions


1. E3 Alliance has commercial general liability, automobile liability, and umbrella liability insurance coverage.
2. E3 Alliance screens and performs background checks on employees and contractors that operate on school campuses and may come into contact with students.
3. All reports and work products related to the project and related processes, statistical methods and inventions, including all Intellectual Property Rights therein, remain owned by E3 Alliance. E3 hereby assigns to the District full rights to use delivered work products associated with this project for use in supporting student performance improvement.

Acceptance of this Statement of Work:

By:

Dr. René Gutiérrez
Superintendent
Brownsville ISD

Bv:



Susan Dawson
President and Executive Director
E3 Alliance

Statement of Work: Contracted Services for the Effective Schools Framework (ESF)-Focused Support Grant for Russell Elementary School and Brownsville ISD.

This Statement of Work provided by E3 Alliance for acceptance by **Russell Elementary School and Brownsville ISD** is in effect July 8, 2021 through August 31, 2022 to provide contracted services related to the ESF-Focused Support Grant from the Texas Education Agency for the 2021-22 school year. This is a 2-year grant and this Statement of Work will be reviewed and will continue, after Brownsville ISD Board Approval, for the 2022-23 school year.

Fee Summary and Payment Schedule

Multiple E3 Alliance workshops, coaching visits, and other support (see table below) beginning on July 8, 2021 and ending August 31, 2022 will be provided for **Russell Elementary School and Brownsville ISD** staff for a price of \$27,500 Year 1 (2021-2022) and, with Brownsville ISD Board Approval, \$27,500 Year 2 (2022-23) following the payment schedule below. Should any work or deliverables be substantively changed from the outline of this document, the project budget will be reviewed by both parties before proceeding. E3 Alliance requests payments be made electronically. E3 Alliance's W-9 and electronic payment information will be provided.

ESF-Focused Support Grant Contracted Services Payment Schedule

Invoice Date	Amount
September 10, 2021	\$13,750
May 10, 2022	\$13,750
September 10, 2022*	\$13,750
May 10, 2023*	\$13,750

*This SOW will continue into year 2 after Brownsville ISD Board Approval of such continuation.

E3 Alliance Responsibilities and Deliverables

E3 Alliance will be responsible for supporting the campus by providing professional development, facilitation of school teams, and coaching aligned to the identified ESF priority levers the school identified. The following is the scope outlined in the table based on the option selected for the ESF-Focused Support Grant.

Support Scope	\$27,500/ year
In-person Coaching Visits	4 per year
<i>One-on-one or group coaching for campus leaders and/or teachers to support focus areas</i>	
Professional Learning Session(s)	1 per year
<i>Campus determines topic and audience, includes time for immediate application</i>	
Virtual Coaching Sessions	3 per year
<i>One-on-one or group coaching sessions to monitor implementation and problem solve</i>	
Professional Learning Sessions Aligned to ESF Success Criteria for Focus Lever	at a minimum 8
<i>Access to a series of virtual deep-dives into ESF Essential Action Success Criteria offered through the year</i>	

District & Campus Responsibilities

- Identify a primary Point of Contact (POC) at the district and/or campus for all logistics and planning.
- Identify a Financial POC at the district and/or campus to work through for all invoicing and payments.
- Collaborate, calendar and finalize schedule of professional learning sessions, coaching sessions and other supports with E3 Alliance.
- Campus leaders and Principal Supervisor identify participants to attend the workshops, coaching sessions and other supports and ensure participation. Provide a list of participants with emails to E3 Alliance.
- Collect and share data and artifacts critical to monitoring progress including campus assessments (Common Assessments, Benchmarks, Reading and Math Screeners, STAAR scores). As well, other data might be shared depending on the campus improvement plan, including but not limited to surveys, attendance data, discipline data, classroom observation data, PLC agendas, and Faculty meeting agendas and outcomes/decisions.
- If applicable, provide a district location/facility for professional learning and coaching sessions with A/V capabilities, table supply boxes and table seating for all workshop participants.
- Provide Continuing Education/Professional Learning credit to participating school and district personnel.
- In follow up meetings with schools throughout the school year, monitor and support action plans developed in order to support the focused campus improvement efforts.
- Notify E3 Alliance implementation team of significant personnel changes (Principals, Assistant Principals, Instructional Coaches, Principal's Supervisor and other key staff related to improvement efforts) and participate in planning for sustainability of improvement efforts taking into account such staff changes.
- Complete post-professional learning session surveys when applicable. Also, allow staff to provide quotes, testimonials, and pictures/video reflecting on ESF work, following district policies for student privacy.

Protection of Sensitive Data

E3 Alliance acknowledges and agrees that if confidential information is so identified and disclosed by the district, E3 shall hold all such confidential information in the strictest confidence as a fiduciary and shall not sell, transfer, publish, disclose, display or otherwise make available to any third person such confidential information or any portion thereof without the express written consent of the district. Each party shall each use their best efforts to protect the confidentiality of all such information consistent with the manner in which they protect their most confidential business information.

E3 Alliance further agrees to abide by all requirements of the Family educational rights and Privacy Act (FERPA; specifically, protections under Federal Law 20 USC, Section 1232g and implementing federal regulations found in 34 CFR, part 99 and State Law). Under such regulations, E3 will maintain confidentiality of applicable data, whether or not it is marked as such, and will not permit

access of such data to persons not authorized, and will report any known instances of missing data or data that has been inappropriately shared. District will ensure that all FERPA-protected data to be provided by the district to E3 Alliance will be provided in a secure format per E3 instructions.

Other Terms and Conditions


1. E3 Alliance has commercial general liability, automobile liability, and umbrella liability insurance coverage.
2. E3 Alliance screens and performs background checks on employees and contractors that operate on school campuses and may come into contact with students.
3. All reports and work products related to the project and related processes, statistical methods and inventions, including all Intellectual Property Rights therein, remain owned by E3 Alliance. E3 hereby assigns to the District full rights to use delivered work products associated with this project for use in supporting student performance improvement.

Acceptance of this Statement of Work:

By:

Dr. René Gutiérrez
Superintendent
Brownsville ISD

Bv:



Susan Dawson
President and Executive Director
E3 Alliance