



Curriculum Committee Meeting

Tuesday, June 16, 2026 at 4:30 PM

John F. Barron Administration Building - Board Room

240 N. Crockett Street

San Benito, Texas 78586

1. Call to Order
2. Public Comment
 - 2.1. Public comments shall be limited to items on the agenda posted with notice of the meeting.
3. Review and Discussion of the Memorandum of Agreement between San Benito CISD and Rio Grande Valley LEAD for the 2026-2027 School Year
4. Review and Discussion of the Memorandum of Agreement between San Benito CISD and College Spring Inc. for the 2026-2027 School Year
5. Review and Discussion of the Memorandum of Understanding between San Benito CISD and Region One ESC Principal Residency Program for the 2026-2027 School Year
6. Review and Discussion of the Texas Senate Bill 13 Library Book Requirement for the 2026-2027 School Year
7. Review and Discussion of the Services Agreement between San Benito CISD and Subject Technologies, Inc for the 2026-2027 School Year
8. Review and Discussion of the Memorandum of Understanding between San Benito CISD and Serving Children and Adults in Need (SCAN) for the 2026-2027 School Year
9. Review and Discussion of the Memorandum of Understanding between San Benito CISD and Mesquite Treatment Center for the 2026-2027 School Year
10. Review and Discussion of the Optional Flexible School Day Program (OFSDP) for the 2026-2027 School Year
11. Review and Discussion of the AmeriCorps Interlocal Agreement between San Benito CISD and The University of Texas at Rio Grande Valley for the 2026-2027 School Year

12. Review and Discussion of the Amendment to the Service Agreement between San Benito CISD and The Flippen Group Capturing Kids' Hearts for the 2026-2027 School Year
13. Review and Discussion of the Memorandum of Understanding between San Benito CISD and Cameron County Juvenile Justice Department Prevention & Intervention Services for the 2026-2027 School Year
14. Review and Discussion of the Memorandum of Understanding between San Benito CISD and Cameron County Juvenile Justice Alternative Education Program Services for the 2026-2027 School Year
15. Review and Discussion of the Memorandum of Understanding between San Benito CISD and Cameron County Juvenile Justice Department for the 2026-2028 School Years
16. Review and Discussion of the Memorandum of Understanding between San Benito CISD and Cameron County Juvenile Justice Department Probationary Services for the 2026-2028 School Years
17. Committee Concerns
18. Adjournment

This notice for this meeting was posted in compliance with the Texas Open Meeting Act.



Request Approval of the Memorandum of Agreement between San Benito CISD and RGV LEAD 2026-2027 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Memorandum of Agreement between San Benito CISD RGV LEAD for the 2026-2027 school year.

Rationale:

RGV LEAD provides districts with proven programs and regional partnerships that strengthen college and career readiness for students and educators. Through student leadership opportunities, career-focused events, workforce alignment, and professional development for district staff, RGV LEAD helps schools better prepare students for postsecondary success and local industry demands. Partnering with RGV LEAD also connects districts to a broader regional network committed to collaboration, innovation, and student achievement across the Rio Grande Valley

Paperwork Impact:

Minimal

Budgetary Information:

Will be allocated for 2026-2027 budget.

Resource Personnel:

Nancy Casas, Director of CCMR
Alan Larralde, Director of CTE
Dilia Cornett, Assistant Superintendent of Academics
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

N/A



RGV LEAD: In the Business of Education

Rio Grande Valley Linking Economic & Academic Development

601 N. Main Street, Ste. 21 | McAllen, Texas 78501 | 956.907.1227

Executive Board

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Esmeralda Adame, Vice Pres.
Adriana Sarmiento, Treasurer
Jonathan Medina
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Dr. Edelmiro Escamilla
Joe Vela
Mario Barragan

May 12, 2026

Mr. Alfredo Perez
Superintendent of Schools
San Benito Consolidated Independent School District
240 N Crockett St
San Benito TX 78586

RE: Memorandum of Agreement for 2026-2027 Academic Year

Dear Mr. Perez,

Thank you for partnering with us on RGV LEAD's regional initiatives! RGV LEAD has a change in leadership electing Mr. Eloy Garza as Board President and appointing Miss De León as Executive Director, and our plans for 2026-2027 are well underway. Your support makes it possible for us to continue the important regional initiatives contributing to Valley students' academic and career success.

Your membership allows district staff to participate in various RGV LEAD events, and it also allows your students to participate in RGV LEAD Student Ambassadors and the RGV LEAD Scholars program. The attached invoice provides additional details.

The time for submission of dues for 2026-2027 has arrived; so, we are attaching these items for you:

1. An invoice for your district's membership for 2026-2027.
2. Documentation illustrates the computations on which the statement is based (\$2 per student, 9-12 enrollment, based on PEIMS records).
3. Duplicate originals of a memorandum of agreement for 2026-2027. (For your convenience, Miss De Leon has already signed both enclosed originals.) Please note: If your policies allow you to pay directly from the invoice, you need not process the agreement. From our perspective, the necessary documentation was filed when your district provided the original MOA. If your board policies require that you process the agreement, then please sign one original and return it to me, retaining the other original for your records. We will file the agreement in our office and send you an updated invoice afterward.

If you have any questions, please give either of us a call at 956.907.1227. We appreciate working with you!

Sincerely,

Maricela De León, Executive Director

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into effective August 1, 2026 (the "Effective Date") by and between the Contracting Agencies named below.

CONTRACTING AGENCIES:

Receiving Agency: San Benito Consolidated Independent School District, a school district organized and operating in accordance with the laws of the State of Texas

Providing Agency: Rio Grande Valley Linking Economic and Academic Development (RGV LEAD), a nonprofit organization organized under the laws of the State of Texas

1. PURPOSE:

The purpose of this Agreement is for Receiving Agency to obtain services from the Providing Agency that will support the goal of having students stay in school and ultimately, graduate from high school equipped with the academic foundation and other competencies that are vital for college and career success. Providing Agency's services will support outcome-focused partnerships with higher education institutions and strong partnerships with chambers of commerce, economic development agencies, and individual employers and community leaders. The services to be rendered by Providing Agency under this agreement are vital to the Receiving Agency's work and cannot be provided by Receiving Agency's staff.

2. STATEMENT OF SERVICES TO BE PERFORMED:

Providing Agency will perform the following services ("services"):

- A. Work with Receiving Agency's leadership and staff for utilization of the information contained in a regional labor market report published biennially by Providing Agency and developed in collaboration with chambers of commerce, economic development entities, higher education partners, and individual employers, identifying targeted occupations in the Rio Grande Valley. The work with Receiving Agency's leadership and staff is necessary to ensure that there are strong linkages between Providing Agency's program and course offerings and the targeted occupations included in the report, and further to support effective academic and career counseling and advisement for students and their families.
- B. Provide quarterly meetings of a regional prekindergarten-through-baccalaureate (P-16) council in which academic and counseling leaders from colleges and universities meet together with business and workforce leaders plus school district representatives including superintendents, counselors, academic leaders, and career and technical education leaders to develop joint plans and strategies for effective college and career preparation. Regional cross-sector collaboration ensures that Receiving Agency's leaders and staff have information enabling them to serve the students enrolled in Receiving Agency's schools. These forums create opportunities for sharing of best practices and design and implementation of college-and-career readiness programs stressing accountability-driven outcomes in a system supporting continuous improvement.

- C. Provide quarterly counselors' network meetings in which student services leaders from colleges and universities meet with counselors and career and technical education leaders from school districts to develop joint plans and strategies for effective transition from secondary education into higher education and careers. Sharing between and among counselors from multiple school districts, colleges, and universities promotes dissemination and utilization of best practices and expedites the implementation of best practices for helping students acquire the academic foundation necessary to exit high school prepared to succeed in higher education and further to help students develop post-graduation college and career plans that support successful college transition.
- D. Provide regional events such as an annual superintendents' meeting in which data reports are shared about the post-secondary successes of students enrolled in Receiving Agency's schools and other school districts in the region, as well as transition-counseling session(s) and other regional events in which leaders from the employer community share their perspectives with Receiving Agency's leaders and staff.
- E. Coordinate regional programs for students, including RGV LEAD Student Ambassadors and RGV LEAD Scholars. RGV LEAD Student Ambassadors is a leadership-development program that supports student development and growth. RGV LEAD Scholars is a graduate-recognition program that provides incentives for student participation, supports development of the academic foundation necessary for success in college, and supports acquisition of college credits in high school through programs of study blending college-preparatory academics with career and technical education courses offered by the Receiving Agency. The amount payable under this agreement is for the services of Providing Agency's staff in managing these programs and does not include the costs of materials and related expenses, for which payment is made separately.
- F. Publish a calendar of events at the beginning of the year detailing dates on which services are to be provided, and provide agendas for all such events to Receiving Agency's leaders and designated staff prior to the date each such event occurs.
- G. Maintain records of all services provided and provide copies of such documentation to Receiving Agency upon request.
- H. Publish and provide to the Receiving Agency an annual report providing data and additional information about services provided.
- I. Provide other services as may be agreed upon from time to time.

Receiving Agency will perform the following services ("services"):

- A. Collaborate with the Providing Agency on delivery of the programs and services described above to maximize the impact of the services provided by the Providing Agency.
- B. Pay the Providing Agency the agreed-upon fee for services provided.

3. AGREEMENT AMOUNT:

Receiving Agency agrees to pay Providing Agency the sum of Five Thousand One Hundred Ninety Four Dollars and No/100 Dollars (\$5,194) for providing the services described above. The amount to be paid by Receiving Agency is computed on the basis of Two Dollars (\$2.00) per student based on Receiving Agency's enrollment for grades 9-12. *Optional:* K-8 Enrollment is computed on the basis of Two Dollars (\$2.00) per student based on Receiving Agency's enrollment for grades K-12.

4. PAYMENT FOR SERVICES:

After this agreement has been signed by both parties, Providing Agency will issue an invoice to Receiving Agency for payment of the agreed-upon amount for services. Such invoice will be addressed to Receiving Agency as follows:

Mr. Alfredo Perez
Superintendent of Schools
San Benito Consolidated Independent School District
240 N Crockett St.
San Benito TX 78586

Receiving Agency agrees to pay Performing Agency the amount shown on such invoice so long as Performing Agency is not in default under this Agreement.

5. TERM OF AGREEMENT:

This Agreement will begin on the Effective Date and will expire on June 30, 2027. The parties reserve the right to renew the agreement for additional one-year terms beginning on July 1, 2027, and in successive years thereafter.

6. TERMINATION:

Either party may terminate this Agreement without cause upon thirty (30) days' advance written notice of termination to the other party.

7. NOTICES:

All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as below or to such other persons or address as may be given in writing by either agency to the other in accordance with this Section:

If to Receiving Agency: San Benito Independent School District
 240 N Crocket St.
 San Benito TX 78586
 Mr. Perez, Superintendent

If to Providing Agency: Rio Grande Valley Linking Economic and Academic Development, Inc.
 601 N. Main Street, Ste. 21
 McAllen, TX 78501
 Attention: Maricela De León, Executive Director

8. OTHER PROVISIONS:

- A. **Entire Agreement; Modifications.** This Agreement supersedes all prior agreements, written or oral, between Receiving Agency and Providing Agency and shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a written agreement signed by both Receiving Agency and Providing Agency.

- B. **Assignment.** This Agreement is not transferable or assignable except upon written approval by both Receiving Agency and Providing Agency.

- C. **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Duly authorized representatives of the Contracting Agencies have executed and delivered this Agreement to be effective as of the Effective Date.

RECEIVING AGENCY:

San Benito Consolidated Independent School
District

By _____
Mr. Alfredo Perez
Superintendent

PROVIDING AGENCY:

Rio Grande Valley Linking Economic and
Academic Development, Inc.

By  _____
Maricela De León
Executive Director



Request Approval of the Memorandum of Agreement between San Benito CISD and College Spring Inc. for the 2026-2027 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Memorandum of Agreement between San Benito CISD and College Spring Inc. for the 2026-2027 school year.

Rationale:

The partnership with College Spring to strengthen college readiness and improve student performance on college preparation and admissions exams. This program provides teachers with proven instructional resources and test preparation curriculum that supports academic achievement, increases student confidence, and expands college access opportunities. Approval of this partnership aligns with the district's commitment to preparing all students for successful postsecondary education and career pathways.

Paperwork Impact:

Minimal

Budgetary Information:

No cost to district

Resource Personnel:

Nancy Casas, Director of CCMR
Cathy Abrego, Director of Assessment, Research, and Evaluation
Dilia Cornett, Assistant Superintendent of Academic Services
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

N/A

PROGRAM SERVICES AGREEMENT

THIS PROGRAM SERVICES AGREEMENT (this "**Agreement**"), effective as of May 20, 2026 (the "**Effective Date**"), between San Benito Consolidated Independent School District, a school district governed by the laws of the State of Texas with offices at 240 N Crockett St, San Benito, TX 78586 ("**Client**"), and CollegeSpring, Inc., a 501c(3) non-profit corporation, with offices at 1990 N. California Blvd, 8th Floor, Walnut Creek, CA 94596 ("**CollegeSpring**") (each a "**Party**" and, collectively, the "**Parties**").

1. **Background Information.**
 - 1.1. CollegeSpring partners with schools, districts, networks, and nonprofits to provide test preparation curriculum through their teachers to better prepare students to succeed on college admissions exams and matriculate to college (the "**Program**").
 - 1.2. Client desires to retain CollegeSpring's services to deliver the Program, with content and support that focuses on training educators to incorporate the Program into existing lesson plans and helping students build academic skills, exam familiarity, knowledge about college admissions, and motivation to use admissions tests to change their trajectory in college admissions.
 2. **Term.** The term of this Agreement will begin on the Effective Date and continue in effect for the term set forth on **Exhibit A** (the "**Initial Term**"), unless terminated earlier pursuant to this Agreement. Thereafter, this Agreement will be revisited for renewal for successive 1 year terms (each, a "**Renewal Term**"; collectively with the Initial Term, the "**Term**"). Renewal of this Agreement for any Renewal Term shall require the mutual written agreement of both parties. Either Party shall provide written notice of non-renewal at least sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term. CollegeSpring will notify Client of any increase to the Fees at least seventy-five (75) days prior to the end of the Initial Term or the then-current Renewal Term.
 3. **Services.** During the Term, CollegeSpring shall provide the services set forth in **Exhibit A** (the "**Services**"). Client shall use reasonable efforts to cooperate with CollegeSpring to assure the successful implementation of the Services.
 - 3.1. **Restrictions.** Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Client will not, and will not permit or authorize third parties to:
 - (i) rent, lease, or otherwise permit third parties to use the Services;
 - (ii) use the Services to provide services to third parties (e.g., as a service bureau);
 - (iii) use the Services for any benchmarking activity or in connection with the development of any competitive product; nor
 - (iv) circumvent or disable any security or other technological features or measures of the Services.
 - 3.2. **Compliance with Laws.** Client will use the Services and Platform in compliance with all applicable laws and regulations.
 - 3.3. **Protection against Unauthorized Use.** Client will use reasonable efforts to prevent any unauthorized use of the Services and Platform and immediately notify CollegeSpring in writing of any unauthorized use that comes to Client's attention. If there is unauthorized use by anyone who obtained access to the Services or Platform directly or indirectly through Client, Client will take all steps reasonably necessary to terminate the unauthorized use. Client will cooperate and assist with any actions taken by CollegeSpring to prevent or terminate unauthorized use of the Services or Platform.
 - 3.4. **Third-Party Products.** To the extent that the Services include or are accompanied by third-party software or other products (e.g., cloud hosting instances, SaaS services, or data analysis tools) that CollegeSpring provides to Client or that is identified in Exhibit A as part of the Services ("**Third-Party Products**"), Client agrees to and will require its users to: (i) abide by all local, state, national, and international laws and regulations applicable to Client's use of the Third-Party Products, (ii) not use the Third-Party Products for illegal purposes; (iii) not upload or distribute harmful or malicious code to or using the Third-Party Products; (iv) not interfere with another user's use and enjoyment of the Third-Party Products; (v) not knowingly engage in contests, chain letters or post or transmit "junk mail," "spam," "chain letters," or unsolicited mass distribution of email using the Third-Party Products; (vi) not interfere or disrupt networks connected to the Third-Party Products; (vii) not post, promote or transmit using the Third-Party Products any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information or content of any kind or nature; (viii) not transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; and (ix) not use any Third-Party Product in violation of this Agreement. Client further acknowledges and agrees that in order for Client and Client's users to receive certain Services available through the Platform, Client must, and ensure that Client's users do, agree to customary standard platform terms of service as well as complete any onboarding tasks, including account verification. CollegeSpring shall not be liable for any delay in access to the Services caused by Client or Client's end users pursuant to this obligation.
4. **Fees; Payment Terms.** Client shall pay CollegeSpring the amounts set forth in **Exhibit A** (the "**Fees**"). The Fees will be invoiced prior to the provision of the Services as set forth in **Exhibit A**. Client shall pay all CollegeSpring invoices within 30 calendar days of receipt of an invoice. Except as otherwise provided, all Fees quoted and/or invoiced are to be paid in United States dollars and are nonrefundable. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Client will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by CollegeSpring to collect any amount that is not paid when due. Fees are subject to change. CollegeSpring will notify Client prior to fee increases in accordance with Section 2.
5. **Intellectual Property Ownership and Use.**
 - 5.1. **Definitions.**

- (a) **“Background IP”** means Intellectual Property Rights belonging to a Party prior to the Effective Date, or developed or acquired by a Party independently of the performance in connection with this Agreement.
- (b) **“Deliverables”** means any works of authorship, process, procedure, item, content, work product, document, or other material or deliverable (i) produced as part of the Services or (ii) provided or made available, directly or indirectly, to Client by CollegeSpring, including the Platform, all materials developed by CollegeSpring in connection with the Services, and all related Intellectual Property Rights therein. Deliverables does not include Client’s Background IP or CollegeSpring’s Background IP.
- (c) **“Intellectual Property Rights”** means rights, title and interests in materials, patents, trademarks, service marks, design rights, moral rights, domain names, trade or business names (whether registrable or otherwise), copyright, databases, know-how, processes, trade secrets, applications for any of the foregoing, and other similar rights or obligations whether registrable or not (and which may subsist now or in the future), anywhere in the world.
- 5.2. **Ownership of Background IP.** Each Party retains ownership of its Background IP and any modifications, enhancements, improvements, or derivative works of its Background IP. Neither Party grants the other Party any ownership interest in, or otherwise assigns or grants any of its rights to, its Background IP, unless expressly agreed in this Agreement.
- 5.3. **Ownership of Deliverables.** CollegeSpring is and will be the sole and exclusive owner of all Deliverables. If ownership of any Intellectual Property Rights or other rights in the Deliverables vests with Client, by operation of law or otherwise, Client hereby irrevocably assigns and transfers all of those Intellectual Property Rights and other rights in the Deliverables to CollegeSpring.
- 5.4. **License to Client’s Background IP.** If any of Client’s Background IP is embedded in the Deliverables, or otherwise necessary for CollegeSpring’s use of the Deliverables, Client grants to CollegeSpring a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, non-transferable (except as permitted under Section 10.8), fully sublicensable right and license, under Client’s Intellectual Property Rights in and to Client’s Background IP, to use, copy, distribute, create derivative works, and otherwise exploit such Client Background IP solely in connection with CollegeSpring’s use of the Deliverables.
- 5.5. **Client License.** CollegeSpring grants to Client a limited, non-exclusive, worldwide, irrevocable, non-transferable, non-sublicensable, right and license, under CollegeSpring’s Intellectual Property Rights in and to the Deliverables, to use the Deliverables solely for non-commercial education and training purposes (the **“License”**). For the sake of clarity, Client shall not use the Deliverables for any external purpose, including any commercial purpose, without the express prior written consent of CollegeSpring. During the Term, Client shall have a non-transferable, non-exclusive right to access and use, and to allow its Authorized Users to access and use the CollegeSpring learning management online portal (**“Platform”**) for the purposes of uploading and accessing data and information in connection with CollegeSpring’s test preparation programs. Client may not make any printed or physical copies or reproductions of the Platform or the Deliverables unless previously approved in writing by CollegeSpring. The foregoing rights are granted solely to the Client and their Authorized Users and shall not be shared with any third parties other than Authorized Users. Client will have 10 days after the start date of the Program (**“Add-Drop Period”**) to adjust Authorized Users for that term of the Program within the maximum number of Authorized Users set forth in **Exhibit A**. Client may notify CollegeSpring of such adjustments by sending an email to support@collegespring.org. If, after the Add-Drop Period, the number of Authorized Users utilizing the License exceeds the maximum number of Authorized Users set forth in **Exhibit A**, CollegeSpring will invoice Client for overages. **“Authorized Users”** shall mean Client’s employees and students authorized by Client to access and use the Services and who have been supplied user identification and passwords by Client.
- 5.6. **Third-Party Intellectual Property.** Any third-party intellectual property that is incorporated or utilized by CollegeSpring in connection with the Services shall be subject to adherence with the terms of the respective third-party agreement. At the reasonable request of Client or at CollegeSpring’s reasonable proposal, CollegeSpring shall censor, remove, or decommission any third-party intellectual property associated with the Services that the parties mutually agree is offensive to a reasonable person. Unless otherwise specified in this section, CollegeSpring assumes no responsibility for, and explicitly disclaims any liability or obligation concerning, any offensive third-party intellectual property.
- 5.7. **Reservation of Rights.** CollegeSpring grants to Client a limited right to use the Services and Platform under this Agreement. Client will not have any rights to the Services or Platform except as expressly granted in this Agreement. CollegeSpring reserves to itself all rights to the Services and Platform not expressly granted to Client in accordance with this Agreement.
- 5.8. **Feedback.** The Client may, at its discretion, provide suggestions, comments, or other feedback (**“Feedback”**) to CollegeSpring concerning CollegeSpring’s Background IP, the Deliverables, or the Services. Client grants to CollegeSpring a limited license to use the Feedback for internal purposes for the modification and improvement of their Platform. The provision of Feedback shall not create any confidentiality obligation for CollegeSpring. Furthermore, any newly developed Intellectual Property Rights or improvements resulting from the implementation of Feedback, undertaken at CollegeSpring’s own expense, shall exclusively belong to CollegeSpring.
- 5.9. **Subcontractors.** CollegeSpring may rely on one or more subcontractors to perform the Services under this Agreement. CollegeSpring will share the names of these subcontractors with Client upon request.
- 5.10. **Further Assurances.** Client shall cooperate, as appropriate, to permit CollegeSpring to secure, protect, record, further document, or register any Intellectual Property Right arising under this Agreement, including, but not limited to,

executing all papers reasonably desirable or necessary to further document the ownership by CollegeSpring of the Deliverables under this Agreement and to register the copyrights in those materials.

6. **Data and Privacy.**

6.1. Definitions.

- (a) "**Data Protection Laws**" means the laws of any jurisdiction regarding privacy or data protection applicable to the Services provided to Client or to the Processing of Personal Data by CollegeSpring to provide the Services to Client.
- (b) "**Personal Data**" means information about an identifiable individual transferred by Client, or its Authorized Users to CollegeSpring, or that CollegeSpring or its Authorized Users collects on behalf of Client, to provide the Services and that constitutes "personal information," "personally identifiable information," "personal data," "student data," or a similar term under applicable Data Protection Laws.
- (c) "**Processing**" means, with respect to data, using, accessing, storing, transmitting, and otherwise exploiting or processing such data

6.2. Privacy.

- (a) Client will notify CollegeSpring of any limitation(s), including but not limited to limitations (i) contained in Client's notice of privacy practices and other Client policies or standards or (ii) any obligations to which Client is otherwise subject, to the extent such limitation(s) may affect CollegeSpring's permitted uses or disclosures of, or other Processing of, Personal Data.
- (b) Client represents, warrants, and covenants that it has and will provide all required notices, obtain all required consents, and comply with applicable Data Protection Laws in connection with the transfer of Personal Data to CollegeSpring and for the purposes of CollegeSpring and its third-party partners making the Services available hereunder, and otherwise Processing Personal Data as contemplated hereunder.
- (c) Client, and its Authorized Users, acknowledge and agree that the CollegeSpring Privacy Policy available at <https://collegespring.org/services-privacy/> is incorporated by this reference into, and made a part of, this Agreement. The CollegeSpring Privacy Policy provides information relating to CollegeSpring's collection, use, storage, and disclosure of personal information, and other information uploaded to the Platform.

- 6.3. Data Access. Client, and its Authorized Users, shall make available to CollegeSpring certain Client and student data from Client's technology and record systems, including but not limited to grade point average and test performance history at Client's sole discretion. This data includes Personal Data and is identified in **Exhibit B** hereto for the purposes set forth in this Agreement. Client, and its Authorized Users, shall ensure that all required notices are provided, all required consents are obtained, and all necessary rights are secured

for CollegeSpring to use, disclose, and otherwise Process the Personal Data made available by Client for the purposes set forth in or contemplated by this Agreement. Further, Client designates CollegeSpring as a "school official" within the meaning of C.F.R. § 99.31(a)(1)(i)(B) (FERPA) as CollegeSpring performs the Services to Client in accordance with this Agreement and is authorized to Process the data to fulfill its obligations under this Agreement or as otherwise permitted by applicable law. CollegeSpring may Process Personal Data that has been de-identified for its own lawful business purposes, and Client shall ensure that it has provided all required notices, obtained all required consents, and secured all necessary rights for CollegeSpring to do so.

7. **Confidentiality.**

- 7.1. Confidential Information. Non-public, confidential, and proprietary information, including, but not limited to, specifications, samples, patterns, designs, plans, strategies, drawings, documents, data, business operations, student lists, pricing, discounts, disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked, designated, or identified as "confidential," in connection with this Agreement (collectively, "**Confidential Information**") is confidential, solely for the Receiving Party's use in performing this Agreement and may not be disclosed or copied unless authorized by the Disclosing Party in writing and may not be used except as specifically provided for in this Agreement. Each Party shall use at least the same degree of care to prevent the disclosure of the other Party's Confidential Information as it uses to prevent the disclosure of its own Confidential Information, and shall in any event use no less than a reasonable degree of care. Confidential Information of CollegeSpring shall include any and all test prep materials provided to Client, or its Authorized Users, by CollegeSpring. Confidential Information does not include any information that Receiving Party can demonstrate: (a) is or becomes available to the public other than as a result of the fault of Receiving Party; (b) was or is obtained by the Receiving Party on a non-confidential basis from a third party that was not legally or contractually prohibited from disclosing the information; or (c) was or is independently developed by the Receiving Party, as established by documentary evidence, without using any Confidential Information. At the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party any Confidential Information in its possession.

- 7.2. Remedies and Return of Confidential Information. The Receiving Party acknowledges and agrees that any breach of this Section will cause irreparable harm and injury to the Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, the Disclosing Party is entitled to equitable relief as a remedy for the breach, without obligation of posting bond or proving monetary damages.

8. **Limitation of Liability and Limited Warranties.**

- 8.1. Limitation of Liability. EXCLUDING EITHER PARTY'S BREACH OF SECTION 7, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES,

CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTERESTS, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND (INCLUDING REASONABLE ATTORNEYS' FEES) THAT ARE INCURRED IN CONNECTION WITH THIS AGREEMENT THAT EXCEED THE FEES PAID TO COLLEGESPRING BY CLIENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT THAT IS THE BASIS OF THE ACTION OR CLAIM. EXCLUDING BREACHES OF A PARTY'S CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE ARISING FROM LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, DATA, OR GOODWILL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, WARRANTY, OR SOME OTHER ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Warranties. Each Party represents and warrants to the other that: (i) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; and (ii) no authorization or approval from any third party is required in connection with such Party's execution, delivery, or performance of this Agreement. CollegeSpring further represents and warrants to Client that to its knowledge, the Deliverables do not infringe the copyrights of any third party. Client further represents and warrants to CollegeSpring that Client's use, and its Authorized Users use, of the Services and the Platform, including the uploading of any data, will comply with all applicable laws, and that its Background IP does not infringe any third-party intellectual property or privacy right.

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL BACKGROUND IP AND THE SERVICES, INCLUDING THE DELIVERABLES OR OTHER INFORMATION, ARE PROVIDED "AS IS" AND COLLEGESPRING DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COLLEGESPRING DOES NOT WARRANT THAT: (A) THE USE OF THE SERVICES, INCLUDING ANY THIRD-PARTY PRODUCTS, THE DELIVERABLES OR OTHER INFORMATION, WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE SERVICES OR THIRD-PARTY PRODUCTS WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (C) THE QUALITY OF ANY INFORMATION OR OTHER MATERIAL OBTAINED BY CLIENT THROUGH THE SERVICES, INCLUDING THE DELIVERABLES, THIRD-PARTY PRODUCTS OR OTHER INFORMATION WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; AND (D) COLLEGESPRING DOES NOT WARRANT THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES IS ACCURATE OR COMPLETE OR THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES WILL ALWAYS BE AVAILABLE. COLLEGESPRING EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF CLIENT'S USE OF THE SERVICES. COLLEGESPRING SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USE OF TRADE, OR OTHERWISE.

8.4. Allocation of Risk. The provisions of this Section 8 allocate risks under this Agreement between CollegeSpring and Client. Client's pricing of the Services reflects this allocation of risks and limitation of liability.

8.5. Additional Intellectual Property Remedy. If any of CollegeSpring's Background IP or any of the Deliverables infringes or misappropriates, or in the reasonable determination of CollegeSpring, is likely to infringe or misappropriate, any third party's intellectual property rights, CollegeSpring may, at its choice and sole expense, either (i) use its best efforts to obtain from such third party the right to continue to use the Background IP or Deliverable under this Agreement, (ii) modify the Background IP or Deliverable to avoid and eliminate such infringement or misappropriation, as the case may be, or (iii) terminate the Agreement and refund to Client a pro rata portion of pre-paid Fees, prorated on a monthly basis.

9. Termination.

9.1. Termination for Breach. If a Party materially breaches this Agreement and fails to cure that breach within thirty (30) calendar days after receiving written notice of the breach from the non-breaching Party, the non-breaching Party may terminate this Agreement, effective immediately, by written notice to the breaching Party. Notwithstanding the foregoing, if Client fails to pay CollegeSpring any undisputed amount due under this Agreement within ten (10) calendar days of receiving written notice of non-payment, CollegeSpring may terminate this Agreement, effective immediately, by written notice to Client. CollegeSpring may, without limitation to any of its other rights or remedies, suspend performance of the Services until it receives all amounts due. If any material limitation or restriction on the use of the Services under this Agreement is found to be illegal, unenforceable, or invalid, Client's right to use the Services will immediately terminate without any liability to CollegeSpring.

9.2. Termination for Convenience. Either party reserves the right to terminate this agreement for convenience by providing a written notice of termination to the other party at least 90 days in advance. Upon receipt of such notice, both parties agree to work collaboratively to ensure a smooth and orderly transition of services. In the event of termination for convenience, neither party shall be liable to the other for any damages, compensation, or penalties arising solely from the termination, and both parties shall fulfill any outstanding obligations up to the effective date of termination. Any fees or costs incurred due to the termination for convenience shall be discussed and agreed upon by both parties in good faith.

9.3. Effects of Termination. In the event this Agreement is terminated by CollegeSpring or Client prior to the completion of the Services, but where the Services have been partially performed, (i) CollegeSpring shall immediately cease providing the Services (except CollegeSpring may provide the Services pursuant to any agreed-upon transition services pursuant to Section 9.2), (ii) Client will pay to CollegeSpring any fees or other amounts that have accrued prior to the effective date of the termination; and (iii) upon a Disclosing Party's request, all Confidential Information shall be promptly destroyed or returned to the Disclosing Party.

- 9.4. **Survival.** Sections 4, 5.2, 5.3, 5.7, 5.8, 5.10, 6, 7, 8.1, 8.3, 9.2, 9.3, and 10 will survive the expiration or termination of this Agreement.
10. **Miscellaneous.**
- 10.1. **Governing Law and Venue.** This Agreement is governed by the laws of the State of Texas without regard to conflict of law provisions of that State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in Cameron County. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- 10.2. **Dispute Resolution.** In the event of any dispute arising under or relating to this Agreement, the Parties shall first attempt to resolve such dispute amicably through informal dispute resolution, which shall commence by one Party sending a notice of dispute to the other Party. Following such notice, representatives from both Parties with authority to resolve the dispute shall meet and confer to negotiate a resolution. Nothing in this section shall prevent either Party from applying to a court of competent jurisdiction for equitable or injunctive relief.
- 10.3. **Relationship of the Parties.** Nothing in this Agreement will be construed to create a joint venture, partnership, or an employee/employer or agency relationship. Neither Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.
- 10.4. **Notice.** All notices, requests, consents, claims, demands, and waivers (each, a "**Notice**") shall be in writing and addressed to the Parties at the addresses set forth above (or to such other address that may be designated by the receiving Party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email, or certified or registered mail (in each case, return receipt requested, postage pre-paid). Notice is effective upon receipt. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section 10.4.
- 10.5. **Severability.** If any provision of this Agreement or its application is invalid, illegal, or unenforceable in any respect, such provision or its application shall be enforced to the fullest extent permissible under the law, and this Agreement shall be deemed to be amended accordingly. The validity, legality, and enforceability of all other applications of the provision in question and of all other provisions and applications shall not in any way be affected or impaired.
- 10.6. **No Waiver.** No waiver by any Party of any of the provisions in this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver.
- 10.7. **Entire Agreement.** This Agreement, the CollegeSpring Privacy Policy available at <https://collegespring.org/services-privacy/>, the Terms of Use for the Platform available at <https://collegespring.org/services-terms-of-use/>, and all exhibits attached hereto, constitutes the entire agreement of the Parties with respect to the subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by the Parties. CollegeSpring will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Client in any receipt, acceptance, confirmation, correspondence, or otherwise, unless CollegeSpring specifically agrees to such provision in writing and signed by an authorized agent of CollegeSpring. Client's Authorized Users will enter into the Terms of Use for the Platform and such terms are incorporated by this reference into, and made a part of, this Agreement.
- 10.8. **Assignment.** Neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, delayed or conditioned; provided that, CollegeSpring may assign or transfer this Agreement upon a change of control, merger, consolidation, reorganization, or pursuant to a sale of all or substantially all of its assets related to this Agreement. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve either Party of any of its obligations hereunder. This Agreement shall be binding upon and inure to the benefit of both Parties and their respective successors and assigns.
- 10.9. **Force Majeure.** If either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of (or if loss of the Services is caused by) natural disaster, action or decrees of governmental bodies, strikes, lockouts, epidemics, riots, acts of war, terrorism, fire and explosions, communication line failure, pandemics (including COVID-19), or other event of force majeure beyond such Party's reasonable control and not the fault of the affected Party, whether or not foreseeable ("**Force Majeure Event**"), the Party who has been so affected immediately shall give written notice to the other Party and use its best efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement will be immediately suspended. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the Party whose performance has not been so affected may, by giving written notice, terminate this Agreement.
- 10.10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

Exhibit A

1. **TERM.** The Initial Term of this Agreement will be from the Effective Date through the earlier Jun 30, 2027 .

2. **SERVICES.**

CollegeSpring’s Test Confidence Program includes:

- Access to CollegeSpring curriculum via CollegeSpring Connect LMS
- Access to 2 Practice Tests (approximately 6 hours of testing), per test program
- Access to testing and reporting for every student and teacher in the program
- **Consultation and Program Support** (10 hours, required and virtual), including:
 - **1 hour** Program Launch Readiness meeting
 - **1 hour** Program Launch Implementation meeting
 - **3 hours** of Teacher Training, including asynchronous virtual training sessions
 - **1 hour** training for Site Coordinator/Testing Support
 - **1 hour** Data Review meetings after each Practice Test (2 or 3 instances)
 - **2 - 30 minute** Program Check-In meetings (includes District leaders)
 - **1 hour** End-of-Year Program meeting (includes District leaders)
- **Instructional Support**, up to 8 hours per teacher, including:
 - Individual Instructional Support, Instructional Coaching, Training/Professional Development
 - Consultation on Program Implementation
 - Technical Support, Monthly Office Hours (by request)
 - Group coaching is available for up to 10 participants per session
 - District partners may participate in other planning/consultation meetings or Professional Development events

3. **FEES**

All fees to be invoiced annually at least 30 days prior to the Effective Date for the then-current Term. Standard fees are listed below. Specific quotes will vary. **Refer to your quote for pricing details.**

| Description of Services | Per Item Cost |
|--|---|
| CollegeSpring Connect LMS | |
| ACT/SAT/TSIA Test Confidence Program: Student Curriculum and Teacher Support Materials | Single Program Site..... \$65 / student Multiple Program Sites..... \$55 / student |
| Optional: Integration of CollegeSpring Connect with District LMS (pass-through fee) | \$20 / student |
| Teacher Training | |
| Three hours of instructional support for teachers to learn the CollegeSpring Connect LMS | Virtual..... Included In-Person..... \$2,500 |
| Professional Development | |
| Optional: Professional Development training sessions Virtual may be consecutive or asynchronous In-Person must be consecutive | Virtual..... \$1,999 / six hours In-Person..... \$4,000 / first six hours In-Person..... \$2,500 / additional six hours |

Exhibit B

Personal Data Client will make available to CollegeSpring

CollegeSpring requires the following data to implement its programming and to maximize service delivery quality and program effectiveness. Data from student surveys (Beginning of Program and End of Program), teacher surveys (Beginning of Program, Mid-Year, and End of Program), as well as the data detailed below will be used to measure program impact, to inform implementation practices, and to capture anonymous testimonial content. Personally Identifiable Information ("PII") will only be used for the purposes set forth in this Agreement and will not be shared outside CollegeSpring and its data processing partners.

CollegeSpring agrees to provide data analysis/reporting on test score benchmarks (either CollegeSpring Practice Tests and/or official test data provided by the Client).

1.) Client will share the following information within 30 days of contract Effective Date:

Student Information:

- Full name
- School name
- District/school ID
- Grade level
- Date of birth
- Email address
- Ethnicity/race
- English language learner status
- Dual enrollment
- AP/IB courses
- IEP accommodation requirements
- GPA
- Formative assessment scores
- Official test scores and administration dates
 - PSAT 8/9
 - PSAT/NMSQT
 - Digital SAT
 - Pre-ACT
 - ACT
 - TSIA2

Teacher Information:

- Full name
- School name
- Email address
- Phone number

2.) Client will share and/or CollegeSpring will acquire the following information within 6 months following the end of programming:

Student Information:

- Official test scores and administration dates of ACT, Digital SAT, and/or TSIA2, with the following identifiers:
 - Full name
 - District/school ID
 - Username and/or email address

Accepted by: _____

Date: _____

This Agreement has been executed by the Parties on the date below to be effective as of the Effective Date.

COLLEGESPRING, INC.

SAN BENITO CISD

By: _____

By: _____

Print Name: Dr. Paula Gama Garcia

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____



Request Approval of the Memorandum of Understanding between San Benito CISD and Region One ESC Principal Residency Program for the 2026-2027 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Memorandum of Understanding between San Benito CISD and Region One ESC Principal Residency Program for the 2026-2027 school year.

Rationale:

The Principal Residency Program is designed to prepare aspiring campus administrators through a rigorous, field based alternative certification pathway aligned to the Texas Education Agency (TEA).

The purpose of the MOU is to establish a partnership to strengthen the leadership pipeline within San Benito CISD through this program.

Paperwork Impact:

Minimal

Budget:

\$5,400.00

199-E-21-6239-00-801-0-99-000

Resource Personnel:

Dilia Cornett, Assistant Superintendent of Academics

Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

N/A



Daniel P. King, Ph.D.
Executive Director

Region One Education Service Center

1900 W. Schunior, Edinburg, TX 78541 • Ph (956) 984-6000 • Fax (956) 984-7655

MEMORANDUM OF UNDERSTANDING (MOU)

Between

**Region One Education Service Center
Educator Preparation, Certification and Development Program
And
San Benito Consolidated Independent School District**

I. Purpose

This Memorandum of Understanding (“MOU”) is entered into between Region One Education Service Center, through its Educator Preparation and Development Program (EPDP), and San Benito Consolidated Independent School District, for the purpose of participating in a Principal Residency Program with the technical support of the Region One Principal Alternative Certification Program.

The Principal Residency Program is designed to prepare aspiring campus administrators through a rigorous, field-based alternative certification pathway aligned to the Texas Education Agency (TEA).

The purpose of this MOU is to establish a partnership to strengthen the leadership pipeline within San Benito Consolidated Independent School District through the Principal Residency Program.

Program Compliance

Region One ESC's Principal Alternative Certification program will follow all Texas Education Agency (TEA) rules and guidelines for principal certification and include regular progress towards goals check-ins between Region One ESC and San Benito Consolidated Independent School District.

Program Candidates

Up to 8 candidates will be selected to participate in the Principal Residency Program in partnership with Region One’s Principal Alternative Certification Program. **All** candidates must go through a screening and selection process conducted jointly by Region One ESC and San Benito Consolidated Independent School District.

Region One Education Service Center does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender, gender identity, national origin, age, disability, or any other basis prohibited by law in its programs and activities.



Daniel P. King, Ph.D.
Executive Director

Region One Education Service Center

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Professional Development Space, Scope and Sequence

- Region One ESC will use San Benito C.I.S.D. campus/office space to provide job-embedded training and mentoring for the candidates and site supervisors (principals) in the program.
- Candidates will be required to attend Saturday courses based on a scope and sequence determined by Region One ESC. Courses will be scheduled at the Region One ESC center or via Zoom.

Program Responsibilities

Region One ESC will provide:

- Support for candidate screening and selection
- Coursework aligned to TAC, principal standards, and competencies
- Coaching, mentorship, and leadership development will be provided for both the candidate and site supervisor
- Test Preparation: PASL mentor camps and progress checkpoints integrated across the 14-Month Program
- Test Preparation: Principal as Instructional Leader benchmarks and individualized candidate plans
- Ongoing support for completing the program
- Job embedded tasks and practicum aligned to TAC and district needs
- Collaboratively engage in the progress of candidate performance with Rio Grande City Grulla I.S.D. administrative staff
- 3-part Leadership Coaching Series for campus site supervisors (Principals)
- Support the District with technical assistance

San Benito C.I.S.D will:

- Provide up to (8) candidates to complete the Principal Residency Program
- Ensure active participation of selected candidates
- Ensure candidates meet program requirements and practicum guidelines
- Ensure candidates actively participate and follow the program's full scope and sequence of coursework.

Region One Education Service Center does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender, gender identity, national origin, age, disability, or any other basis prohibited by law in its programs and activities.



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Daniel P. King, Ph.D.
Executive Director

- Select a district point of contact to engage with both candidates and Region One Principal Alternative Certification Staff to ensure quality performance and progress.

Tuition, Fees, and Financial Obligation

Traditional Alternative Certification Pathway for Principal Residency

| Per Candidate Cost | District Customization FEE | Total Cost |
|--------------------|--|--|
| \$8,050.00 | Minimum \$5,400.00 Coaching Series | To be determined based on the number of candidates + customization |

Dual Enrollment Master Program/Certification Pathway

| Per Candidate Cost | Per Candidate Cost | District Customization FEE | Total Cost |
|---|---|--|--|
| Abilene Christian University Per Candidate Cost (to be paid to ACU) \$14,450.00+ any additional fees ACU requires | Region One Per Candidate Cost (to be paid to Region One) \$4,050.00 | Customization Minimum \$5,400.00 Coaching Series | Total Cost To be determined based on number of candidates + customization |

II. Financial Terms

San Benito Consolidated Independent School District agrees to compensate Region One ESC for services rendered under this agreement.

- A customization \$5,400.00 invoice will be issued before the June cohort start date
- Payment is due within thirty (30) days of invoice receipt

Program Withdrawal and Extension Policy:

If a candidate withdraws from, fails to complete, or otherwise drops out of the program, any tuition paid will be non-refundable. Additionally, candidates who require additional time to complete program requirements beyond the standard program period may do so by paying an extension fee, subject to the terms and conditions established by Region One ESC.

III. Term and Termination

Region One Education Service Center does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender, gender identity, national origin, age, disability, or any other basis prohibited by law in its programs and activities.



Daniel P. King, Ph.D.
Executive Director

Region One Education Service Center

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This MOU shall become effective upon the date of the last signature and remain in effect through August 30, 2027, unless terminated earlier.

Either party may terminate this agreement without cause by providing sixty (60) days written notice.

IV. Liability and Insurance

Region One ESC shall have no liability whatsoever for the actions or failure to act by, or with respect to any claim or cause of action that arises from the actions or commissions of any officers, employees, invitees, agents or assigns of San Benito C.I.S.D. that it shall be solely responsible for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by San Benito C.I.S.D. or its agents, officers, invitees, or assigns.

V. Confidentiality

Both parties agree to maintain the confidentiality of student, staff, and institutional information in compliance with FERPA and applicable laws.

VI. Governing Law and Venue

This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law's provisions. Any dispute under this Agreement may be brought in the State and Federal courts located in Hidalgo County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.

VII. Entire Agreement

This MOU and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this MOU.

VIII. Amendment

Region One Education Service Center does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender, gender identity, national origin, age, disability, or any other basis prohibited by law in its programs and activities.



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Daniel P. King, Ph.D.
Executive Director

This MOU may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.

IX. Authorization

By signing below, each party represents that he or she is authorized to execute this MOU and is bound by all terms of the MOU. This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

X. Signatures

San Benito Consolidated Independent School
District

Region One Educator Service Center

Mr. Fred Perez, San Benito C.I.S.D.
Superintendent of Schools

Dr. Daniel King, Executive Director

Date: _____

Date: _____



Request Approval of the Texas Senate Bill 13 Library Book Requirement List

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Texas Senate Bill 13 Library Book Requirement List

Rationale:

In accordance with Texas Senate Bill 13 and Policy EFB-Library Materials, the district is required to post proposed campus library book acquisitions for a minimum of 30 days prior to Board of Trustees approval. This public posting period ensures transparency, provides parents and community members an opportunity to review proposed titles, and aligns with state law regarding library collection development

Title lists have been posted from April 28, 2026, to May 30, 2026, on the Department of Library Services website.

Paperwork Impact:

Minimal

Budget:

Resource Personnel:

Marleen Araiza, Director of Professional Development
Dilia Cornett, Assistant Superintendent of Academics
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

N/A

| School | Title | Author | # ISBN | Submitted by: (Librarian Name) | Vetted by: (Include Librarians/Staff Name completing this process) | Vetting Sources (At least 1 source; preferably 2) | Notes |
|--------------|---|--------------------------------|---|-----------------------------------|---|---|-----------------|
| BCMS | Diary of a Wimpy Kid, Fight or Fight | Jeff Kinney | 1-419-78270-3 , 0-8479-1816-5 978-1-419-78270-1, 978-0-8479-1816-4 | N. Caballero | N. Caballero | | |
| Riverside MS | 96 Miles | Esplin, J.L. | 1-250-19228-5, 0-7804-9971-9, 978-1-250-19228-8 , 978-0-7804-9971-3 | A. Tovar | A. Tovar | School Library Journal, Publisher's Weekly, Kirkus | |
| Riverside MS | Ain't Burned All the Bright | Reynolds, Jason | 1-534-43946-3, 0-8000-1121-X, 978-1-534-43946-7, 978-0-8000-1121-5 | A. Tovar | A. Tovar | ALA Booklist, School Library Journal, Publisher's Weekly, Horn Book | |
| Riverside MS | The Amazing Maurice and His Educated Rodents | Pratchett, Terry | 0-06-344221, 0-8000-9602-9 , 978-0-06-344221-4 , 978-0-8000-9602-1 | A. Tovar | A. Tovar | School Library Journal, Kirkus Reviews | |
| Riverside MS | American Road Trip | Flores-Scott, Patrick | 978-0-7804-7303-4 , 978-1-250-21165-1 , 0-7804-7303-5 , 1-250-21165-4 | A. Tovar | A. Tovar | Publisher's Weekly, School Library Journal | |
| Riverside MS | Ava and the Owl-Witch | Lopez, Diana | 979-82-17-11038-4 | A. Tovar | A. Tovar | Kirkus Reviews | |
| Riverside MS | Away | Freeman, Megan E. | 978-1-665-95973-5, 978-0-8479-0386-3, 0-8479-0386-9, 1-665-95973-8 | A. Tovar | A. Tovar | School Library Journal, ALA Booklist | |
| Riverside MS | DOAWK: Big Shot | Kinney, Jeff | 1-419-74915-3, 0-8000-0957-6, 978-1-419-74915-5, 978-0-8000-0957-1 | A. Tovar | A. Tovar | Kirkus Reviews, | available @ VMA |
| Riverside MS | The Bike Thief | Feutl, Rita | 1-459-80569-0 , 978-1-459-80569-9 | A. Tovar | A. Tovar | Horn Book, ALA Booklist | |
| Riverside MS | Zom-B Underground | Shan, Darren | 0-316-21412-4 978-0-316-21412-4 | A. Tovar | A. Tovar | ALA Booklist, School Library Journal, Horn Book | bks 1-12 @ VMA |
| Riverside MS | Cirque du Freak: A Living Nightmare | Shan, Darren | 0-316-60510-7, 0-605-03763-9 978-0-316-60510-6, 978-0-605-03763-2 | A. Tovar | A. Tovar | School Library Journal, Booklist | available @ VMA |
| Riverside MS | Booked | Alexander, Kwame | 1-328-59630-3, 0-7804-3509-5 978-1-328-59630-7, 978-0-7804-3509-4 | A. Tovar | A. Tovar | School Library Journal, Publisher's Weekly | available @ VMA |
| Riverside MS | The Burning Season | Rose, Caroline Staar | 0-593-61795-9, 0-8479-1510-7 978-0-593-61795-3, 978-0-8479-1510-1 | A. Tovar | A. Tovar | School Library Journal, Kirkus Reviews | |
| Riverside MS | Chupacarter and the Haunted Piñata | Lopez, George and Calejo, Ryan | 0-593-46600-4 978-0-593-46600-1 | A. Tovar | A. Tovar | Kirkus Reviews, ALA Booklist | |
| Riverside MS | Coraline | Gaiman, Neil | 0-380-80734-3 , 0-605-95409-7 978-0-380-80734-5 , 978-0-605-95409-0 | A. Tovar | A. Tovar | School Library Journal, Kirkus Reviews | available @ VMA |
| Riverside MS | Crossover | Alexander, Kwame | 0-544-93520-9, 0-605-95687-1 978-0-544-93520-4 , 978-0-605-95687-2 | A. Tovar | A. Tovar | School Library Journal, ALA Booklist | |
| Riverside MS | The Dead | Higson, Charlie | 1-484-72145-4, 0-605-86045-9 978-1-484-72145-2 , 978-0-605-86045-2 | A. Tovar | A. Tovar | School Library Journal, Kirkus Reviews | |
| Riverside MS | Drowned City: Hurricane Katrina & New Orleans | Brown, Don | 0-544-58617-4 , 0-605-97215-X 978-0-544-58617-8, 978-0-605-97215-5 | A. Tovar | A. Tovar | School Library Journal, ALA Booklist | available @ VMA |
| Riverside MS | Dry | Shusterman, Neal | 1-481-48197-5 , 0-7804-5315-8 978-1-481-48197-7 , 978-0-7804-5315-9 | A. Tovar | A. Tovar | School Library Journal, Horn Book | available @ VMA |

| | | | | | | | |
|--------------|---------------------------------------|---------------------|--|----------|----------|--|-----------------|
| Riverside MS | The End Games | Martin, T. Michael | 0-06-220181-6, 0-605-86152-8 978-0-06-220181-2, 978-0-605-86152-7 | A. Tovar | A. Tovar | School Library Journal, ALA Booklist | |
| Riverside MS | The Eyes & The Impossible | Eggers, Dave | 1-524-76423-X, 0-8000-6711-8 978-1-524-76423-4, 978-0-8000-6711-3 | A. Tovar | A. Tovar | School Library Journal, Publisher's Weekly | |
| Riverside MS | Fear | Stine, R.L. | 0-14-241774-2, 0-605-48072-9 978-0-14-241774-4, 978-0-605-48072-8 | A. Tovar | A. Tovar | School Library Journal, Kirkus Reviews | |
| Riverside MS | Fish in a Tree | Hunt, Lynda Mullaly | 0-14-242642-3, 0-605-94034-7 978-0-14-242642-5, 978-0-605-94034-5 | A. Tovar | A. Tovar | School Library Journal, ALA Booklist | |
| Riverside MS | Found | Haddix, Margaret | 1-416-95421-X, 0-605-25486-9 978-1-416-95421-7, 978-0-605-25486-2 | A. Tovar | A. Tovar | School Library Journal, Publisher's Weekly | available @ VMA |
| Riverside MS | Front Desk | Yang, Kelly | 1-338-15782-5, 0-7804-4537-6 978-1-338-15782-6, 978-0-7804-4537-6 | A. Tovar | A. Tovar | Kirkus Reviews, ALA Booklist | |
| Riverside MS | Game Changer | Greenwald, Tommy | 1-419-73697-3, 0-8000-8870-0 978-1-419-73697-1, 978-0-8000-8870-5 | A. Tovar | A. Tovar | School Library Journal, Kirkus Reviews | |
| Riverside MS | Ghost | Reynolds, Jason | 1-481-45016-6, 0-605-97549-3 978-1-481-45016-4, 978-0-605-97549-1 | A. Tovar | A. Tovar | School Library Journal, ALA Booklist | available @ VMA |
| Riverside MS | The Graveyard Book | Gaiman, Neil | 0-06-053094-4, 0-605-19518-8 978-0-06-053094-5, 978-0-605-19518-9 | A. Tovar | A. Tovar | School Library Journal, Kirkus Reviews | available @ VMA |
| Riverside MS | Harry Potter and the Sorcerer's Stone | J.K. Rowling | 1-338-87892-1, 0-8000-3284-5 978-1-338-87892-9, 978-0-8000-3284-5 | A. Tovar | A. Tovar | ALA Booklist, Kirkus Reviews | available @ VMA |
| Riverside MS | Hello Universe | Kelly, Erin Entrada | 0-06-241416-X, 0-7804-0328-2 978-0-06-241416-8, 978-0-7804-0328-4 | A. Tovar | A. Tovar | Kirkus Reviews, School Library Journal | available @ VMA |
| Riverside MS | Hidden | Frost, Helen | 1-432-86057-7 978-1-432-86057-8 | A. Tovar | A. Tovar | School Library Journal, Kirkus Reviews | |
| Riverside MS | DOAWK: Hot Mess | Kinney, Jeff | 1-419-76695-3, 0-8000-6860-2 978-1-419-76695-4, 978-0-8000-6860-8 | A. Tovar | A. Tovar | School Library Journal, Kirkus Reviews | available @ VMA |
| Riverside MS | The House of the Scorpion | Farmer, Nancy | 1-665-91858-6, 0-8000-5029-0 978-1-665-91858-9, 978-0-8000-5029-0 | A. Tovar | A. Tovar | School Library Journal, Kirkus Reviews | available @ VMA |
| Riverside MS | The Labors of Hercules Beal | Schmidt, Gary D. | 0-358-69925-8, 0-8000-8099-8 978-0-358-69925-5, 978-0-8000-8099-0 | A. Tovar | A. Tovar | School Library Journal, Publisher's Weekly | |
| Riverside MS | The Living | de la Peña, Matt | 0-385-74121-9, 0-605-84863-7 978-0-385-74121-7, 978-0-605-84863-4 | A. Tovar | A. Tovar | School Library Journal, Publisher's Weekly | available @ VMA |
| Riverside MS | DOAWK: The Meltdown | Kinney, Jeff | 1-419-74199-3, 0-7804-6157-6 978-1-419-74199-9, 978-0-7804-6157-4 | A. Tovar | A. Tovar | Horn Book | available @ VMA |
| Riverside MS | Mindscape | Vaughan, M.M. | 1-442-45203-X 978-1-442-45203-9 | A. Tovar | A. Tovar | Kirkus Reviews, A | |
| Riverside MS | Spiderman's Bad Connection | Chhibber, Preeti | | A. Tovar | A. Tovar | Kirkus | |

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|--------------|---|------------------------------------|---|----------|----------|---|--------------------|
| Riverside MS | DOAWK No Brainer | Kinney, Jeff | 1-419-76694-5, 0-8000-4426-6 978-1-419-76694-7, 978-0-8000-4426-8 | A. Tovar | A. Tovar | Kirkus | available @ VMA |
| Riverside MS | Old School | Korman, Gordon | 0-06-323815-2, 0-8479-1931-5 978-0-06-323815-2, 978-0-8479-1931-4 | A. Tovar | A. Tovar | School Library Journal, ALA Booklist | |
| Riverside MS | Orbiting Jupiter | Schmidt, Gary D. | 0-544-93839-9, 0-605-96179-4 978-0-544-93839-7, 978-0-605-96179-1 | A. Tovar | A. Tovar | School Library Journal, ALA Booklist | available @ VMA |
| Riverside MS | Out of My Mind | Draper, Sharon | 1-416-97171-8, 0-605-41208-1 978-1-416-97171-9 , 978-0-605-41208-8 | A. Tovar | A. Tovar | School Library Journal, Kirkus Reviews | available @ VMA |
| Riverside MS | Outside | Holm, Jennifer L. | 1-546-13814-5, 0-8479-1526-3 978-1-546-13814-3, 978-0-8479-1526-2 | A. Tovar | A. Tovar | School Library Journal, Kirkus Reviews | available @ VMA |
| Riverside MS | School Dance | Sax, Sarah | 0-593-30695-3, 0-8000-9000-4 978-0-593-30695-6, 978-0-8000-9000-5 | A. Tovar | A. Tovar | School Library Journal, Horn Book | |
| Riverside MS | A Seed in the Sun | Salazar, Aida | 0-593-40662-1, 0-8000-5838-0 978-0-593-40662-5, 978-0-8000-5838-8 | A. Tovar | A. Tovar | School Library Journal, Horn Book | |
| Riverside MS | Soldier Dog | Angus, Sam | 1-250-04417-0, 0-605-82548-3 978-1-250-04417-4, 978-0-605-82548-2 | A. Tovar | A. Tovar | School Library Journal, ALA Booklist | |
| Riverside MS | Speechless | Steinke, Aron Nels | 1-338-84932-8, 0-8479-1819-X 978-1-338-84932-5 , 978-0-8479-1819-5 | A. Tovar | A. Tovar | School Library Journal, Kirkus Reviews | |
| Riverside MS | Spies of the American Revolution: An Interactive Espionage | Raum, Elizabeth | 1-491-45858-5 1978-1-491-45858-7 | A. Tovar | A. Tovar | | |
| Riverside MS | Spies of the Civil War: An Interactive Espionage Adventure | Burgan, Michael and Kaelberer, Ang | 1-491-45932-8 978-1-491-45932-4 | A. Tovar | A. Tovar | | |
| Riverside MS | Stealing Nazi Secrets in World War II: An Interactive Espionage Adventure | Raum, Elizabeth | | A. Tovar | A. Tovar | | |
| Riverside MS | A Tale Dark & Grimm | Gidwitz, Adam | 0-14-241967-2, 0-605-49853-9 978-0-14-241967-0 , 978-0-605-49853-2 | A. Tovar | A. Tovar | School Library Journal, ALA NBooklist | |
| Riverside MS | Tap Out | Rodman, Sean | 1-459-80875-4, 0-605-88896-5 978-1-459-80875-1, 978-0-605-88896-8 | A. Tovar | A. Tovar | ALA Booklist | |
| Riverside MS | The No Brainer's Guide to Decomposition | Cuevas, Adrianna | 0-06-328554-1, 0-8479-1380-5 978-0-06-328554-5, 978-0-8479-1380-0 | A. Tovar | A. Tovar | Publisher's Weekly, Kirkus Reviews | |
| Riverside MS | The Trouble with Heroes | Messner, Kate | 1-547-61942-2, 0-8479-0402-4 978-1-547-61942-9, 978-0-8479-0402-0 | A. Tovar | A. Tovar | School Library Journal, Horn Book | |
| Riverside MS | The Truth as Told by Mason Buttle | Connor, Leslie | 0-06-249145-8, 0-7804-6468-0 978-0-06-249145-9 , 978-0-7804-6468-1 | A. Tovar | A. Tovar | Kirkus Reviews, ALA Booklist | |
| Riverside MS | Under Their Skin | Haddix, Margaret Peterson | 1-481-41759-2, 0-605-97360-1 978-1-481-41759-4, 978-0-605-97360-2 | A. Tovar | A. Tovar | ALA Booklist | |
| Riverside MS | The Watch That Ends the Night: Voices from the Titanic | Wolf, Allan | 0-7636-6331-X , 0-605-59696-4 978-0-7636-6331-5, 978-0-605-59696-2 | A. Tovar | A. Tovar | Kirkus Reviews, Publisher's Weekly, ALA Booklist | |
| Riverside MS | Wayward Creatures | Lorentz, Dayna | 0-06-329091-X , 0-8000-7729-6 978-0-06-329091-4 , 978-0-8000-7729-7 | A. Tovar | A. Tovar | School Library Journal, ALA Booklist | |

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|---------------------------|--|------------------------------------|---|--------------|-------------|--|--|
| Riverside MS | What Fell from the Sky | Cuevas, Adrianna | 1-250-85434-2, 0-8479-0190-4 978-1-250-85434-6, 978-0-8479-0190-6 | A. Tovar | A. Tovar | School Library Journal, ALA Booklist | |
| Riverside MS | Wolf Hollow | Wolk, Lauren | 1-10-199484-3, 0-7804-1316-4 978-1-10-199484-9, 978-0-7804-1316-0 | A. Tovar | A. Tovar | School Library Journal, ALA Booklist | |
| Angela G. Leal Elementary | Little Blue Truck Makes a Friend | Alice Schertle | 978-0-063-48929-5, 978-0-358-72282-3, 978-0-8000-2613-4 | D. Cervantes | D.Cervantes | SLJ Xpress, Kirkus | |
| Angela G. Leal Elementary | Butt or Face? Ador-A-Butts! | Kari Lavelle | 978-1-4642-3306-7, 978-0-8479-0852-3, | D. Cervantes | D.Cervantes | Kirkus | |
| Angela G. Leal Elementary | Butt or Face? Super Gross Butts | Kari Lavelle | 978-1-4642-3303-6, 978-0-8000-9344-0, | D. Cervantes | D.Cervantes | (Non-Fiction: No Reviews) | |
| Angela G. Leal Elementary | Esperar no es facil | Mo Willems | 978-1-4847-8698-7, 978-0-605-95291-1, | D. Cervantes | D.Cervantes | (Spanish: No Reviews) | |
| Angela G. Leal Elementary | It's My Bird-Day | Mo Willems | 978-1-454-99962-1, 978-0-8479-0572-0 | D. Cervantes | D.Cervantes | Kirkus | |
| Elementary School | The Bald Eagle | Norman Pearl | 978-1404826458 | N. Caballero | | Only 1 Review, School Library Journal | |
| Elementary School | Classic Nursery Rhymes | Nicola Baxter | 978-1843228370 | N. Caballero | | Non-Fiction: No Reviews | |
| Elementary School | A year full of stories : 52 folktales and legends from around the world | Angela McAllister | 978-1847808684 | N. Caballero | | Booklist, Kirkus Reviews | |
| Elementary School | Luna Loves Art | Joseph Coelho | 978-1684640461 | N. Caballero | | Only 1 Review, Kirkus Reviews | |
| Elementary School | You are special : a story for everyone | Max Lucado | 978-1433522673 | N. Caballero | | No Reviews | |
| Elementary School | A Beautiful Day in the Neighborhood | Fred Rogers | 978-1683693178 | N. Caballero | | Booklist, Kirkus Reviews | |
| Elementary School | Curious About the White House | Kate Waters | 978-0399541452 | N. Caballero | | Non-Fiction: No Reviews | |
| Elementary School | A Book of Americans | Stephen Vincent | 978-1528700092 | N. Caballero | | Non-Fiction: No Reviews | |
| Elementary School | Aesop's fables | Charles Santore | 978-1604338102 | N. Caballero | | Non-Fiction: No Reviews | |
| Elementary School | Jack and the Beanstalk | Thomas Nelson | 978-1646431847 | N. Caballero | | Non-Fiction: No Reviews | |
| Elementary School | A Picture Book of Frederick Douglass | David A. Adler | 823412059 | N. Caballero | | Horn Book Club, School Library Journal | |
| Elementary School | Usborne Illustrated Grimm's Fairy Tales | Gill Doherty | 978-0746098547 | N. Caballero | | No Reviews | |
| Elementary School | James Madison : the 4th president (First Look at America's Presidents) | Josh Gregory | 978-1642808216 | N. Caballero | | Non-Fiction: No Reviews | |
| Elementary School | Susan B. Anthony | Laura K. Murray | 978-1977126603 | N. Caballero | | Non-Fiction: No Reviews | |
| Elementary School | Archimedes and the Door of Science | Jeanne Bendick | 978-1684222599 | N. Caballero | | Non-Fiction: No Reviews | |
| Elementary School | The Fisherman and His Wife | Rachel Isadora | 978-0399247712 | N. Caballero | | Book List, Kirkus Reviews | |
| Elementary School | Classic Myths to Read Aloud | William F. Russell | 978-0517570128 | N. Caballero | | Non-Fiction: No Reviews | |
| Elementary School | Roar!: Daniel and the Lions' Den | CBN | 978-1629997407 | N. Caballero | | Non-Fiction: No Reviews | |
| Elementary School | Seeker of Knowledge: The Man Who Deciphered Egyptian Hieroglyphs | James Rumford | 978-0618333455 | N. Caballero | | Non-Fiction: No Reviews | |
| Elementary School | Aesop's Fables | Jerry Pinkney | 978-1587170003 | N. Caballero | | Non-Fiction: No Reviews | |
| Elementary School | The Story of Benjamin Franklin: An Inspiring Biography for Young Readers | Shannon Anderson | 978-1647398217 | N. Caballero | | Non-Fiction: No Reviews | |
| Elementary School | Robin Hood and the Golden Arrow and a World of Other Stories | Geraldine McCaughrean | 978-1444002362 | N. Caballero | | Non-Fiction: No Reviews | |
| Elementary School | Thunderstorm in Church | Louise A. Vernon | 978-0836117394 | N. Caballero | | No Reviews | |
| Elementary School | Treasure Island (Classic Adventures) | Jacqueline Dembar Greene | 978-1946260260 | N. Caballero | | No Reviews | |
| Elementary School | New International Reader's Version: New Testament | New International Reader's Version | 978-0310445906 | N. Caballero | | Non-Fiction: No Reviews | |

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|-------------------|--|--|----------------|--------------|--|--|--|
| Elementary School | Adventures of Don Quixote | Argentina Palacios | 978-0486407913 | N. Caballero | | No Reviews | |
| Elementary School | The Colonization of Texas: Missions and Settlers | Stephanie Kuligowski | 978-1433350443 | N. Caballero | | Non-Fiction: No Reviews | |
| Elementary School | Declaration of Independence in Translation: What It Really Means | Amy Jane Leavitt | 978-1515762508 | N. Caballero | | Horn Book Guide, Library Media Connections | |
| Elementary School | New International Reader's Version: Hebrew Bible/Old Testament | New International Reader's Version: Hebrew Bible/Old Testament | 978-0310445906 | N. Caballero | | Non-Fiction: No Reviews | |
| Elementary School | Sam Houston: A Fearless Statesman | Joanne Mattern | 978-1433350498 | N. Caballero | | Non-Fiction: No Reviews | |
| Middle School | Abraham Lincoln, a Man of Faith and Courage: Stories of Our | Joe Wheeler | 978-1982116514 | N. Caballero | | Non-Fiction: No Reviews | |
| Middle School | A White Heron | Sarah Orne Jewett | 978-1479462186 | N. Caballero | | No Reviews | |
| Middle School | English Standard Version: New Testament | English Standard Version: New Testament | 979-8874903398 | N. Caballero | | Non-Fiction: No Reviews | |
| Middle School | The Diary of a Young Girl, | B.M. Mooyart | 978-0000526359 | N. Caballero | | Non-Fiction: No Reviews | |
| Middle School | King James Version: Hebrew Bible/Old Testament | King James Version: Hebrew Bible/Old Testament | 978-0718097905 | N. Caballero | | Non-Fiction: No Reviews | |
| Middle School | Welcome to the Monkey House | Kurt Vonnegut Jr. | 978-0385333504 | N. Caballero | | Library Journal, Publishers Weekly | |
| Middle School | King James Version: New Testament | King James Version: New Testament | 978-0718097905 | N. Caballero | | Non-Fiction: No Reviews | |
| High School | Most Admired President | Dante Alighieri | 978-0451531391 | N. Caballero | | Non-Fiction: No Reviews | |



Request Approval of the Service Agreement between San Benito CISD and Subject Technologies, Inc for the 2026-2027 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Service Agreement between San Benito CISD and Subject Technologies, Inc. for the 2026-2027 school year.

Rationale:

The proposed purchase of Subject AI supports high-quality instruction and improved student achievement through AI-powered, standards-aligned instructional resources, personalized learning, and real-time academic support. The platform will also be utilized for credit recovery and RTI (Response to Intervention) to help address learning gaps and provide differentiated support for students. This investment will enhance classroom instruction, support teachers with instructional planning and progress monitoring, and provide students with flexible learning opportunities to improve overall academic success and college and career readiness.

Paperwork Impact:

Minimal

Budget:

Federal Funds \$105,000.00

Resource Personnel:

RTI Teachers
Campus Principals
JoAnn Fernandez, Director of Secondary Instruction
Dilia Cornett, Assistant Superintendent of Academics
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

N/A

Subject

SUBJECT TECHNOLOGIES, INC. LICENSE AND SERVICES AGREEMENT

| | |
|--|---|
| District or School Name: | San Benito Consolidated School District |
| Primary Contact Name: | Eduardo Farias |
| Primary Contact Email: | efarias@sbcisd.net |
| Invoice Email: | efarias@sbcisd.net |
| Contract Term Start: | 6/1/2026 |
| Contract Term End: | 6/1/2027 |
| Invoice Notes (Special Instructions): | |
| Usage Period: | Full Year |
| Purchase Order: (If required) | |

This License and Services Agreement (“**Agreement**”) is entered into by and between Subject Technologies, Inc., a Delaware corporation with its principal place of business at 522 Congress Avenue, Suite 500, Austin, Texas, 78701 (“**Subject**”), and **San Benito Consolidated Independent School District**, an educational institution with its main campus located at **240 N. Crockett St. San Benito, TX, 78586** (“**School**”). Subject and School are sometimes referred to herein as the “Parties” or each as a “Party.”

Subject provides digital content solutions and related services for education institutions, including course content, technology, and instructional and administrative support. School is an educational institution offering secondary programs and instruction to its students. In consideration of the mutual covenants and agreements set forth below and in the standard terms and conditions attached hereto as Exhibit A (which is incorporated herein by reference in its entirety), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties acknowledge and agree as follows:

**Licensed
Content;
Services**

Subject will license to School the “**Licensed Content**”, which consists of the Subject Curriculum and related content within the Subject platform. The “**Subject Curriculum**” means the Subject Learning offerings including Courses, Videos, Quizzes, Assignments, and Final Exams administered through the Subject platform. School and Authorized Users also will have access to real-time chat support for academic help (Homework Helper) and general platform assistance to Subject members. Subject will also provide the “Services” set forth in Section 2 of Exhibit A.

Payments

School will pay Subject the subscription fee set forth below (“**Subscription Fee**”) for the License and Services provided under this Agreement during the Term. School shall be obligated to pay the full Subscription Fee even if all Licenses are not activated during the Term (as defined below).

The full Subscription Fee is non-refundable, invoiced upon signature, and is due within 15 calendar days of receipt of the invoice.

| License Type | Quantity | Price | Term | Annual Fee |
|--------------|---|-----------|-------------------------|------------------|
| Courses AI | Districtwide (Estimated 600 active licenses) | \$105,000 | 12 months | \$105,000 |
| | | | Total Investment | \$105,000 |

Payments

School may purchase additional Licenses for Authorized Users (“**Additional Licenses**”) during the Term pursuant to the pricing table set forth below by signing a Change Order with Subject reflecting the number of Additional Licenses desired. Subject shall deliver the Additional Licenses upon the execution of a Change Order by the Parties and payment by School to Subject for the Additional Licenses when due. Fees for Additional Licenses shall be invoiced by Subject and payable to Subject by School within 15 calendar days of the date of each such invoice.

Credit Recovery

WHAT'S INCLUDED

- Full Credit Recovery course library
- Student platform access (transferable)
- Progress and course completion reports
- Live chat support and tutoring
- Course facilitation (grading by Subject)
- Academic integrity controls (AI detection and lockdown browser options)

Courses AI

WHAT'S INCLUDED

Everything in Credit Recovery, plus:

- Full course library (Core, Electives, ELD, CTE, AP)
- Spark AI Homework Helper (24/7 student tutoring inside every course)
- Spark AI Teacher's Assistant
- Course facilitation (grading by Subject)
- Advanced reporting (custom data)

Multi-Lingual AI

PRICING

| | |
|--------------------|------------------------|
| 1 – 499 licenses | \$700 / license |
| 500 – 999 licenses | \$650 / license |
| 1,000+ licenses | \$600 / license |

All licenses are tied to individual student users and are transferable once a student successfully completes a course or transfers out, drops, or unenrolls.

WHAT'S INCLUDED

Everything in Courses AI, plus:

- Course content delivered in student's home language
- Multilingual Spark AI tutoring
- Multilingual chat support

Always Included, Free of Charge

| | | |
|---|---|--|
| <ul style="list-style-type: none"> • Unlimited PD and Partner Support • Live Chat Support and Tutoring • Data Integrations (SIS / LMS) | <ul style="list-style-type: none"> • Progress and Course Completion Reports • Advanced Reporting (Custom Data) • Homework Helper | <ul style="list-style-type: none"> • Course Facilitation (grading by Subject, with passback) • Academic Integrity Controls • Full Course Library Access |
|---|---|--|

Multi-Year Commitment Savings

School may elect a multi-year commitment at the time of signing in exchange for the following discounts, which shall be applied to the total contract value at signing:

| Commitment Term | Discount |
|------------------------|---|
| 24 months | 5% off, applied to total contract value at signing. |
| 36 months | 7% off, applied to total contract value at signing. |

Payments

Any amounts not paid when due shall bear interest from the due date at the rate of 2% of the unpaid fee per month, or the highest rate of interest permitted by law, whichever is lower. If School fails to pay any amount when due under this Agreement, Subject reserves the right to (i) remove all discounts offered to School under this Agreement; (ii) stop providing services to School after 60 calendar days of nonpayment; or (iii) recover any reasonable out-of-pocket expenses incurred by Subject to cover (a) the cost of services performed by Subject for any unpaid portion of the Term of this Agreement, or (b) costs in connection to collecting payments due, including, but not limited to, any bank charges for returned checks and attorneys’ fees. In the event of any late payment that is not cured within 10 calendar days of the date of notice thereof, Subject may decline to provide further services until all amounts due and late fees are paid in full. No refunds of any kind will be provided under this Agreement.

Subject shall issue the Licenses for activation and provide the Services (as defined in the Terms and Conditions) immediately upon (i) payment in full of the Subscription Fee or fees for the Additional Licenses (if applicable) when due or (ii) receipt by Subject of a Purchase Order from School.

Term

This Agreement will commence on **the Contracted Term date** (“Initial Term”). Users who have not activated their Licenses, if any, may transfer their License to another Authorized User during the Term (as defined below) upon 15 days’ prior written notice to Subject. Upon completion of the initial term, this Agreement shall automatically renew for additional one year terms (each, a “**Renewal Term**”), unless a Party notifies the other Party via written notice of its intent to terminate at least 90 days prior to the then-current Initial Term or Renewal Term, as applicable. The Initial Term, together with any Renewal Term(s), will be referred to as the “**Term.**” Additional Licenses shall be subject to the term lengths indicated in such Additional License invoice. Subject will provide a pricing list to School at least 90 calendar days prior to the end of the then-current Initial Term or Renewal Term, as applicable. If School does not send a written notice of termination to Subject during the termination window above, then School will be deemed to have accepted the latest pricing list and the same number of Authorized Users in effect at the end of the prior term for the Renewal Term. Fees for such Renewal Term shall be due within 90 calendar days of the date of renewal.

**ACCEPTED AND AGREED TO AS OF THE DATE THIS AGREEMENT IS
EXECUTED BY BOTH PARTIES:**

SUBJECT TECHNOLOGIES, INC.

Name: Annie Lei
Title: Chief Revenue Officer
Date:
Signature: _____

**San Benito Consolidated Independent School
District**

Name:
Title:
Date:
Signature: _____

EXHIBIT A
SUBJECT TECHNOLOGIES, INC.
LICENSE AND SERVICES AGREEMENT
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are hereby fully incorporated into the Subject Technologies, Inc. License and Services Agreement to which this Exhibit A is attached, together, collectively referred to as the “**Agreement**.”

1. License.

- a. Subject to the terms and conditions of this Agreement, and solely as permitted in this Agreement, Subject hereby grants School and those individuals enrolled at School during the Term and designated by School and confirmed by Subject as authorized users (“**Authorized Users**”) a non-exclusive, non-transferable, non-sublicensable license during the Term to access, display, and use the Licensed Content, as may be amended from time to time in accordance with the provisions set forth herein (“**License**”). School and Authorized Users may access, display, and use the Licensed Content only for their internal business purposes or personal use, and they shall not display the Licensed Content publicly, record the Licensed Content, or share the Licensed Content with any third party. School’s and Authorized Users’ access to, and display and use of, the Licensed Content also shall be subject to the terms and conditions located at <https://subject.com/terms-of-service> (“**Website Terms of Service**”). To the extent there is any conflict between the Website Terms of Service and this Agreement, this Agreement shall control. For the avoidance of doubt, the Licenses shall not be activated until School pays Subject in full for such Licenses.
- b. School and Authorized Users shall not: (i) use or display the Licensed Content other than as expressly permitted in this Agreement; (ii) record, reproduce, publicly display, or publicly perform the Licensed Content; (iii) remove or destroy any copyright notices, trademark notices or other proprietary markings included in or on the Licensed Content; (iv) modify or adapt the Licensed Content, merge the Licensed Content into other content, or create derivative works based on the Licensed Content; (v) provide any third party with access to the Licensed Content; (vi) access the Licensed Content except as expressly permitted in this Agreement; or (vii) transmit the Licensed Content through any medium including social media or electronic mail. School shall be responsible for any unauthorized use or display of the Licensed Content or other breach of this Agreement by School or Authorized Users.
- c. School acknowledges and agrees that, as between Subject and School, Subject owns all right, title and interest in the Licensed Content. Nothing in this Agreement shall grant School or anyone else any ownership rights in the Licensed Content. School further acknowledges and agrees that it may be necessary for Subject to make changes to the Licensed Content during the Term. Accordingly, School agrees that Subject, at its discretion, may modify Licensed Content during the Term.
- d. At its discretion, Subject may arrange for the Licensed Content to be made available to School and Authorized Users in a third-party hosted environment. In that instance, School, on behalf of itself and all Authorized Users, acknowledges the Licensed Content will be hosted by a third party using third-party servers and other third-party equipment, hardware and software, and School agrees, on behalf of itself and all Authorized Users, that Subject shall have no liability in the event of any breach, malfunction, or failure of such third party servers, equipment, hardware or software, or in the event the Licensed Content is inaccessible or unavailable to School or Authorized Users, or in the event the Licensed Content or use or display of the Licensed Content is interrupted, untimely, delayed or not error-free. School, on behalf of itself and all Authorized Users, also acknowledges that Subject has no control over the flow of data between School, Authorized Users, and any third-party host and Subject shall have no responsibility or liability with respect thereto. If Subject makes the Licensed Content available in a hosted environment,

School, on behalf of itself and all Authorized Users, acknowledges and agrees School and the Authorized Users are responsible for obtaining and maintaining all hardware, software, and services (e.g., telecommunications services, ISP accounts, etc.) required to access the Internet and the Licensed Content.

2. Services. Subject shall provide to School the following “Services”, as may be amended from time to time in accordance with the provisions set forth herein. The specific scope of services shall be detailed below, which is attached to and forms an integral part of this contract. School will provide all necessary and reasonably requested information, direction, and cooperation to enable Subject to provide the Services.
 - Administrative and Academic Support. In an effort to maintain a high level of customer service, Subject shall provide email and live chat support to prospective students, active students, and any School instructors serving as the teacher of record for the Subject Curriculum offered by School through the Licensed Content. Such support will include admissions, enrollment, and administrative assistance for students. Students are also able to access our live chat Homework Helper feature for academic assistance. For teachers, it will include technology, process, and general administrative support.
 - Instructional Support. If School elects to purchase one or more Teacher of Record AI Core License or Teacher of Record AI Lite License, Subject shall provide one State-certified teacher (the “**Subject Teacher**”) per Teacher of Record Course purchased and offered by School through the Licensed Content.
 - The Subject Teacher will serve as the teacher of record for the Course and provide the Subject Curriculum. The Subject Teacher will grade assignments, record attendance in accordance with School requirements, monitor student progress and interventions, and assign final Course grades, as the Subject Teacher deems necessary in his/her professional judgment.
 - All instruction and content in Teacher of Record Courses will be provided asynchronously and primarily over the Internet. Learning Labs and Intensive labs are additional services only available with Teacher of Record AI Core License.
 - Assessments. Assessment instruments administered under Section 39.023 or 39.025 of the Texas Education Code shall be administered to students in the same manner in which the assessment instrument is administered to a student enrolled in an in-person course at School.
 - Special Education Services. Subject shall provide modifications or accommodations required under a student’s Individualized Education Program (“**IEP**”) or education plan developed in accordance with Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794) (“**504 Plan**”) that are achievable within the existing capabilities of the Licensed Content. School is responsible for providing to Subject any IEP or 504 Plan and ensuring compliance with the requirements therein. At all times, School shall remain the Local Education Agency responsible for the provision of a Free and Appropriate Public Education and compliance with the Individuals with Disabilities Education Act and other state and federal laws regarding the provision of special education services and accommodations.
 - Curriculum Development Support and Program Management. For the courses offered as part of the Subject Curriculum, Subject shall provide content, simulations, videos, presentations and other typical online course content developed and owned by Subject that will be reviewed and approved by School faculty and instructors.
 - Technology. Subject will provide, and shall maintain, periodically revise, and host a technology platform for the Subject Curriculum, to serve as an online platform for students, teachers, support coordinators, and other staff and to enable online applications, course delivery, Subject Curriculum communications, and such other functions as are mutually agreed to by the Parties (“**Platform**”). The Platform is (a) designed to enable the effective delivery of Program curriculum and (b) shall be made available to Authorized Users. The Parties agree to negotiate in good faith should School wish to use the Platform for other academic programs offered by School. Subject will be responsible for correction of any errors, bugs, and defects in the Platform within a reasonable period of time.

- Identity Validation. Subject shall have and maintain processes and mechanisms in place to ensure that each student registering for a course is the same student who participates in the course.
- Criminal History Review. Subject will ensure all Covered Employees of Subject submit to a national criminal history record information review by School as required under Chapter 22 of the Texas Education Code before engaging in direct contact with students.
 - For the purposes of this section, a Covered Employee is an employee of Subject that is not a State-certified educator but has or will have continuing duties related to the Services and has or will have direct contact with students.

Subject will not to permit a Covered Employee to provide the Services to School if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Section 22A.157(a) of the Texas Education Code.

- Academic and Professional Certification. Upon request by School, Subject shall assist School in providing information to aide in approval of the Subject Curriculum and Services by regulators. School shall be solely responsible for providing any required notices, reports, or other filings associated with the operation of School, as required by any applicable state or federal law.
 - Program and Student Evaluation. Subject shall gather ongoing data of Authorized Users to further overall evaluation of the Subject Curriculum, including, but not limited to, student satisfaction with the Subject Curriculum, evaluation of instructors, and such other matters in such form and at such frequency as School may reasonably require.
3. Payments. For the License and Services to be provided hereunder, Subject will be due the payments, as may be amended from time to time in accordance with the provisions set forth herein. Except as otherwise agreed to in writing by the Parties, the Payments are inclusive of and cover the cost of all materials used for the provision of the License and Services. The Payments do not include or otherwise cover any local, state, federal or foreign taxes, levies, or duties of any nature charged to Subject in connection with the provision of the License and Services, excluding only taxes based on Subject's net income ("**Taxes**"). School is responsible for paying all Taxes. If Subject has the legal obligation to pay or collect Taxes based on School's or Authorized Users' use of the License or receipt of the Services, such amount may be invoiced to and will be paid by School to Subject unless School provides Subject with a valid tax exemption certificate authorized by the appropriate taxing authority.
4. Termination.
- a. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party:
 - i. materially breaches this Agreement, and such material breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or
 - ii. becomes insolvent or admits its inability to pay its debts generally as they become due; becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; is dissolved or liquidated or takes any corporate action for such purpose; makes a general assignment for the benefit of creditors; or has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
 - iii. Subject may terminate this Agreement, effective on written notice to School, if School loses any accreditation, state authorization, or other licensure or certification necessary to perform the obligations required by this Agreement.
5. Effect of Expiration or Termination. Upon expiration or termination of this Agreement for any reason, all rights and licenses granted to School under this Agreement shall immediately terminate and School and all Authorized Users shall immediately cease all access, use, or display of the Licensed Content and purge any copies of the Licensed Content. School shall reasonably assist in (i) ensuring Authorized Users purge any copies of the Licensed Content upon termination of this Agreement and (ii) preventing Authorized Users from accessing Licensed Content following termination of this Agreement. Subject shall promptly deliver to School all documents, work product, and other materials, whether or not complete, prepared by or on behalf

of Subject in the course of performing the Services. Any payments owed to Subject, up to and including the effective date of such termination, shall be due and payable to Subject within 30 calendar days of expiration or termination of this Agreement for any reason.

6. Limitations.

- a. Except as otherwise provided herein, School at all times shall retain ultimate authority and power over each and every one of the discretionary functions that are necessary attributes of a duly authorized educational institution offering secondary programs and instruction, as more particularly described and defined as follows: (i) strategic planning and other advisory functions; (ii) approving the curriculum and content of School's educational programs; (iii) setting admission standards and criteria and determining the admissibility of individual students; (iv) developing academic policies and procedures; (v) approving and appointing instructors who hold teaching credentials required by applicable law; (vi) assigning grades of record, awarding and recording academic credit and credentials, and maintaining student transcripts and other permanent records; (vii) obtaining and maintaining all accreditations, approvals, registrations, permits, or licenses required under applicable law or by any educational agency or governmental authority in connection with School's secondary programs and instruction; (viii) establishing and enforcing academic policies and requirements; (ix) performing all other core academic functions; and (x) overseeing and establishing standards for Subject's provision of services to School.
- b. Except as otherwise provided herein, nothing in this Agreement is intended, or should be interpreted to, obligate Subject to provide any services that would result in Subject or any employee of Subject being classified as a "teacher of record" or similar designation. The Parties agree that School and its employees will maintain ultimate responsibility for all functions required of a teacher of record under applicable law, including oversight and approval of course content, assignments, and grades, and that for all purposes, Subject is not a teacher of record.
- c. School shall at all times remain the institution responsible for the award of credits upon the successful completion of any Course purchased and offered through the Licensed Content.

7. Third Party Providers. To the extent School's or an Authorized User's access, display, or use of Licensed Content interfaces with software applications or other technology and applications provided by third parties (collectively, "**Third Party Applications**"), School, on behalf of itself and all Authorized Users, agrees to maintain appropriate licenses or permissions from the licensors of the Third Party Applications for School and Authorized Users to use the Third Party Applications during the Term. Subject does not provide any warranties, guaranties or indemnification regarding any Third Party Applications or any third parties or any of their products or services, whether or not such products or services are designated by Subject or anyone else as "partner," "certified," "validated" or otherwise. Any exchange of data or other interaction between School, an Authorized User and a third party, and any purchase or license by School or an Authorized User of any product or service offered by a third party, is solely between School or the applicable Authorized User and such third party.

8. Confidentiality. All non-public, confidential or proprietary information of each Party ("**Confidential Information**"), including, but not limited to, information about its business affairs, products, software, application programming interfaces, user interfaces, predictive models, analytics and analytics reporting, intellectual property and trade secrets, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, lists, pricing, discounts, or rebates disclosed by one Party to the other, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by the recipient Party in connection with this Agreement, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for use in connection with performing this Agreement and may not be disclosed or copied unless authorized by the disclosing Party in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of a Party's breach of this Agreement; (b) is obtained by the recipient Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; or (c) is established by documentary evidence to be in the possession of recipient Party prior to the disclosing Party's disclosure hereunder. Upon the disclosing Party's request, the recipient Party shall promptly return all documents and other materials received from the disclosing Party.

9. Data. As part of the services provided under this Agreement, Subject Technologies Inc. shall offer a data consultation service to School. This service includes a collaborative review of data shared by School, which

may include historical data from previous vendor engagements, for the purpose of benchmarking and strategic planning.

- a. **Data Anonymization:** All data provided by School for the purposes of the data consultation service shall be de-identified and shall not contain any personally identifiable information (PII) as defined under applicable federal and state privacy laws, including but not limited to FERPA and COPPA.
- b. **Onboarding and Service Collaboration:** School agrees to allocate up to five (5) in-person working days per calendar year for meetings between Subject Technologies Inc. and a designated School representative responsible for overseeing data and analytics. These meetings will be scheduled with mutual consent and used to facilitate meaningful consultation and data review.
- c. **Purpose and Outcome:** The purpose of the data consultation service is to assess and enhance the efficacy of the partnership between Subject Technologies Inc. and School. This includes evaluating the success of the services delivered, informing continuous improvement, and aligning on measurable impact.

10. **Independent Contractor.** It is understood and acknowledged that in providing the License and Services, Subject acts in the capacity of an independent contractor and not as an employee or agent of School. Subject shall control the conditions, time, details, and means by which Subject provides the License and Services. Subject has no authority to commit, act for or on behalf of School, or to bind School to any obligation or liability. Subject shall not be eligible for and shall not receive any employee benefits from School and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Subject hereunder

11. **Intellectual Property for Marketing and Related Purposes.**

- a. Notwithstanding any prohibition in any nondisclosure or confidentiality agreement signed by the Parties, each Party hereby grants to the other Party (a) a limited and non-exclusive, royalty-free license to use the granting Party's names, logos, service marks or trademarks (collectively, the "**Marks**"), solely for the performance of each Party's obligations under this Agreement, and (b) a license to use the granting Party's name as a reference in the other Party's marketing and other promotional materials, in each case solely for purposes of performing the other Party's obligations and exercising the other Party's rights under this Agreement; provided, however, that the other Party may not use any Mark(s) or otherwise reference the granting Party in any marketing, promotional or other materials, including on websites owned or operated by the other Party, until such uses and materials in whatever form will have been previously submitted to and approved in writing by the granting Party, which approval may be withheld by the granting Party for any reason in its sole discretion. The licenses granted by each Party in this Section 11 will terminate upon the termination of this Agreement or as otherwise expressly agreed to by the Parties in writing.
- b. Upon each Party's reasonable request, the other Party will promptly remove, alter or modify any and all use of the Party's Marks or other references to the Party in any marketing, promotional or other materials, including on websites owned or controlled by the other Party.
- c. Except for what is set forth herein, no rights or licenses with respect to any intellectual property are granted under this Agreement. Each Party will own and retain all right, title and interest in and to its names, logos and service marks, proprietary features and proprietary technology, trade secrets, patents, copyrights, trademarks, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, and all modifications thereto, and improvements and derivative works thereof, including, without limitation, rights in and to all applications and registrations relating to any of the foregoing and including, without limitation, any such rights in and to any information or content contributed by such Party to the other Party (collectively, its "**Intellectual Property**"). Notwithstanding anything in this Agreement to the contrary, in the event that one Party modifies, improves or creates derivative works of any of the other Party's Intellectual Property, it shall assign, and does hereby assign, all right, title and interest in and to such modifications, improvements and derivative works to the other Party (i.e., the owner of the Intellectual Property).

12. Compliance with Laws. The Parties agree to materially comply with all applicable international, federal, state and local laws, rules, regulations and ordinances. In particular and without limitation, Subject and School also agree to comply with all applicable regulatory, privacy, data protection, anti-bribery, anti-boycott, anti-terrorism, and export control laws and regulations, and not to discriminate against any employee, applicant, or enrolled student because of any basis protected by law. Each Party has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

13. Representations, Warranties, and Indemnification.

- a. Subject and School each represent and warrant they have the power and authority to enter into this Agreement and perform their obligations under this Agreement. School represents and warrants it has the right and authority to provide Subject with the names and email addresses of the Authorized Users, and that the Authorized Users have expressly consented to School providing their names and email addresses to Subject. School represents and warrants it will not provide any information to Subject about Authorized Users without the prior express consent of the applicable Authorized User(s), and that any information School collects from Authorized Users is done on School's behalf.
- b. Subject to the terms and conditions set forth in this Section 13, each Party (as "**Indemnifying Party**") shall indemnify, hold harmless, and defend the other Party and its officers, directors, affiliates, agents, students, and representatives (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are awarded against Indemnified Party in a final non-appealable judgment or proceeding (collectively, "**Losses**"), arising out of:
 - i. material breach or non-fulfillment of any representation, warrant, or covenant contained in this Agreement by Indemnifying Party or its personnel;
 - ii. any negligent or more culpable act or omission of Indemnifying Party or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or
 - iii. any failure by Indemnifying Party to comply in all material respects with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

14. Warranties. SUBJECT PROVIDES THE LICENSED CONTENT "AS IS." SUBJECT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED CONTENT OR SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SUBJECT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, NON-INFRINGEMENT OR OTHERWISE.

15. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION AND THE LIKE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EACH PARTY'S AGGREGATE MAXIMUM LIABILITY ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) SHALL NOT EXCEED THE PAYMENTS ACTUALLY PAID TO SUBJECT DURING THE SIX (6) MONTHS PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS OF THE CLAIM. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR ANY REASON. The foregoing limitations shall not apply to any damages arising out of or in connection with one Party's infringement of the other Party's intellectual property rights.

16. Insurance. With respect to any activity conducted under this Agreement or any subsequently executed amendment hereto, each Party will maintain, at its own cost and expense, adequate and customary required levels (as appropriate and standard) of cyber liability coverage, general public liability insurance, worker's

compensation insurance, and property damage to cover each Party's indemnity obligations under this Agreement. Evidence of such insurance shall be provided to the other Party upon request.

17. Injunctive Relief. School acknowledges and agrees the Licensed Content contains the copyrighted material of Subject, the unauthorized use, display or disclosure of which would irreparably harm Subject. Accordingly, School agrees that in the event of an actual or threatened unauthorized use, display or disclosure of all or a portion of the Licensed Content by School or an Authorized User, Subject shall be entitled to and should receive expedited injunctive relief from a court of competent jurisdiction enjoining such unauthorized use, display or disclosure without Subject having to prove irreparable harm or post a bond. Further, School acknowledges that money damages may not be a sufficient remedy for any breach or threatened breach of Sections 1 or 8 by School or its representatives. Therefore, in addition to all other remedies available at law (which Subject does not waive by the exercise of any rights hereunder), Subject shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and School hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim. In the event that Subject institutes any legal suit, action, or proceeding against the other Party arising out of or relating to this Section 17, Subject shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by Subject in conducting the suit, action, or proceeding, including attorneys' fees and expenses and court costs.

18. Non-Solicitation.

- a. Each Party agrees that during the Term and for a period of one year after the expiration or earlier termination of the Term, without obtaining the prior written consent of the other Party, neither such Party nor any of its affiliates or Representatives (each, a "**Restricted Person**") shall directly or indirectly, for itself or on behalf of another person or entity solicit for employment or otherwise induce, influence, or encourage to terminate employment with the other Party or any of its affiliates or subsidiaries, or employ or engage as an independent contractor, any current or former employee of the other Party (each, a "**Covered Employee**"), except (i) pursuant to a general solicitation through the media or by a search firm, in either case, that is not directed specifically to any employees of the other Party, unless such solicitation is undertaken as a means to circumvent the restrictions contained in or conceal a violation of this Section 18.a, or (ii) if the other Party terminated the employment of such Covered Employee before the Restricted Person having solicited or otherwise contacted such Covered Employee or discussed the employment or other engagement of the Covered Employee.
- b. The Parties agree that the duration, scope, and geographical area of the restrictions contained in this Section 18 are reasonable. Upon a determination that any term or provision of this Section 18 is invalid, illegal, or unenforceable, the court may modify this Section 18 to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to effect the restrictions originally contemplated by the Parties hereto.

19. General.

- a. *Further Assurances*. Each of the Parties hereto shall use commercially reasonable efforts to, from time to time upon request, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take such other actions and do such other things, as may be reasonably necessary to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.
- b. *Notices*. Each Party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other Party at the addresses set forth on the signature pages hereto (or to such other address that the receiving Party may designate from time to time in accordance with this section).
- c. *Governing Law*. This Agreement is made and shall be construed in accordance with the internal laws of the State of Texas (irrespective of its choice of law principles). Subject to Section 19.d of this Agreement, each of the Parties submits to the exclusive jurisdiction and venue of the Western District of

Texas and the state courts sitting in Austin, TX, in any action or proceeding arising out of or relating to this Agreement.

- d. *Dispute Resolution.* The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiations between representatives with authority to settle the dispute. If the dispute has not been resolved within 30 calendar days of a Party's request for negotiation, either Party may submit the dispute to non-binding mediation in Austin, TX, and the Parties shall cooperate in the mediation process and pay their own costs and legal expenses in connection therewith. If the dispute has not been resolved within 60 calendar days of submitting it to mediation, either Party may institute a court action in the Western District of Texas or the state courts located in Austin, TX, to resolve the dispute. No Party may institute a court action on a dispute without first attempting to resolve the dispute in accordance with the dispute resolution process in this Section 19.d, except that the Parties acknowledge and agree the dispute resolution process in this Section 19.d shall not apply to disputes related to School's alleged breach of Section 1 or 8 of this Agreement, and that Subject may institute court action with respect to such disputes without first undergoing the dispute resolution process in this Section 19.d.
- e. *Integration.* This Agreement (including Exhibit A, Terms and Conditions) contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.
- f. *Amendment.* The Parties may not amend this Agreement except by written instrument signed by the Parties.
- g. *Force Majeure.* Neither Party to this Agreement shall be liable for non-performance of any obligation under this Agreement if such non-performance is caused by a Force Majeure event. "**Force Majeure**" means an unforeseeable cause beyond the control of and without the negligence of the Party claiming Force Majeure, including, but not limited to, fire, flood, severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, acts of government, pandemics, and other unforeseeable accidents.
- h. *Waiver.* No waiver of any right, remedy, power, or privilege under this Agreement ("**Right(s)**") is effective unless contained in a writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right.
- i. *Cumulative Rights.* The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise.
- j. *Assignment.* School may not assign this Agreement without Subject's prior written consent. Subject may assign this Agreement without School's consent.
- k. *Publicity and Trademark License:* Subject may use School's trademarks, service marks and logos in press releases, advertising and promotional materials to indicate that School is a licensee of Subject. School hereby grants Subject a non-exclusive, non-transferable, royalty-free license during the Term to use School's trademarks, service marks and logos in press releases, advertising and promotional materials. All such use of School's trademarks, service marks and logos shall be in accordance with any reasonable trademark use guidelines communicated to Subject by School, and all such use shall inure to School's benefit. School represents and warrants it has the right to grant the trademark licenses granted in this Section 19.k, and School agrees to indemnify, defend and hold Subject harmless from any claims, demands, causes of action, costs and expenses (including reasonable attorneys' fees and expert witness fees) arising out of or relating to any allegation that School's trademarks, service marks or logos infringe or otherwise violate any third party's trademark, copyright, right of publicity or other intellectual property or proprietary right.

- l. *Successors and Assigns; Third Party Beneficiaries.* This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Except for the Parties, their successors and permitted assigns, there are no third-party beneficiaries under this Agreement.
- m. *Survival.* Sections 4, 5, 7, 8, 9, 10, 14 through 19 inclusive of this Agreement, the Services and Payment sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination for the period specified therein, or if nothing is specified for a period of 12 months after such expiration or termination.
- n. *Counterparts.* This Agreement may be executed in counterparts.
- o. *Headings.* The Headings in this Agreement are for convenience only and shall not affect its interpretation.
- p. *Severability.* If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- q. *Public Announcements.* Unless otherwise required by applicable law, no Party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned, or delayed), and the Parties shall cooperate as to the timing and contents of any such announcement.
- r. *Entire Agreement.* This Agreement, together with all related exhibits and schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.



Request Approval of the Memorandum of Understanding between San Benito CISD and Serving Children and Adults in Need, Inc. (SCAN, Inc.) for the 2026-2027 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Memorandum of Understanding between San Benito CISD and Serving Children and Adults in Need, Inc. (SCAN, Inc.) for the 2026-2027 school year.

Rationale:

The agreement provides eligible students that reside at the SCAN, Inc home to attend a full day of classes that would commensurate a school day at a district campus.

Paperwork Impact:

Minimal

Budgetary Information:

Local Budget

Resource Personnel:

Scott Hausler, Principal. Positive Redirection Center
Dilia Cornett, Assistant Superintendent of Academic Services
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

N/A

AGREEMENT BETWEEN SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL
DISTRICT, AND Serving Children and Adults in Need (SCAN), Inc.

WHEREAS, the SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

(hereinafter referred to as "San Benito CISD"), a political subdivision of the State of Texas, and Serving Children and Adults in Need, Inc. (hereinafter referred to as "SCAN, Inc.") have teamed up to provide an educational program for students who reside at SCAN, Inc.; and

WHEREAS, the term "Party" or "Parties" in this Agreement refers to the SCAN, Inc. and San Benito CISD; and

WHEREAS, all Parties have discussed the provision of educational services for these youth and understand that San Benito CISD will provide academic programs using San Benito CISD personnel who will be assigned to the SCAN, Inc. Home, and who shall be under the direction of the San Benito CISD Executive Director for Secondary Schools or designee (hereinafter referred to as "DISTRICT ADMINISTRATOR"), and who shall assist SCAN, Inc. administratively with instructional/curriculum responsibilities and needs of the teachers at this institution; and

WHEREAS, all Parties agree that the development and maintenance of an educational program at SCAN, Inc. would be for their mutual benefit.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements set forth in this Agreement relating to the assignment of teachers from San Benito CISD to SCAN, Inc. to serve students residing at SCAN, Inc., the Parties do hereby agree as follows:

1. During the 2026-2027 school year, San Benito CISD agrees to assign adequate teaching staff to SCAN, Inc.
2. SCAN, Inc. agrees to allow students housed at SCAN, Inc. to attend a full day of classes that would be commensurate to the school day at a district campus. SCAN, Inc. staff will provide excused absence slips for students who are removed from class for doctor visits, court appearances, and counseling.
3. SCAN, Inc. shall have available an instructional day at SCAN, Inc. commensurate with that of SBCISD students. Scheduling of special transportation services such as family visitation, counseling and court appearances shall be done in a manner that facilitates this mandate most effectively.
4. San Benito CISD and SCAN, Inc. shall determine jointly which students are eligible to receive educational services in accordance with this Agreement. The curriculum at SCAN, Inc. includes the Texas Essential Knowledge and Skills in the core curriculum courses prescribed by the Texas Education Agency (hereinafter referred to as "TEA"). A student portfolio may be requested by a receiving school following the release of the student.
5. San Benito CISD shall continually monitor the number of students who are receiving educational services under this agreement to assure that the pupil-teacher ratio shall be no more than sixteen(16)to one (1).
6. The teachers assigned to SCAN, Inc. shall be employees of SBCISD, and, as such San Benito CISD shall be solely responsible for the payment of salaries and any fringe benefits to the teachers.

7. The teachers assigned to SCAN, Inc. shall be subject to all of the policies, rules, regulations and directives of the Texas State Board of Education, Texas Education Agency, and San Benito CISD, including, but not limited to, policies and rules on performance on evaluations, salaries and pay scales, reassignment and termination.

8. The teachers assigned to SCAN, Inc. shall be under the exclusive supervision of the San Benito CISD DISTRICT ADMINISTRATOR, or designee.

9. San Benito CISD shall provide the teachers assigned to SCAN, Inc. with reasonable opportunities to attend San Benito CISD staff development sessions which are appropriate to their positions and duties. San Benito CISD teachers and staff assigned to SCAN, Inc. and shall also be allowed to participate in training seminars (sponsored by SCAN, Inc.) which impact the coordination of academic services and SCAN, Inc. procedures, and which do not interfere with their job duties and responsibilities as employees of San Benito CISD.

10. In-services and/or training workshops for the benefit of teachers and staff assigned to SCAN, Inc. must be submitted for approval to the DISTRICT ADMINISTRATOR, or designee, at least (10) calendar days in advance of the in-service or training workshop. Only those in-services approved by the San Benito CISD DISTRICT ADMINISTRATOR, or designee, shall be paid for by San Benito CISD.

11. San Benito CISD agrees that the teachers assigned to SCAN, Inc. shall comply with all the SCAN, Inc. policies, rules and procedures not in conflict with San Benito CISD policies, rules and procedures.

12. All eligible students (in-district or out-of-district) entering SCAN, Inc. will be enrolled at San Benito CISD campus based on boundary lines and grade level. Any student who has been expelled from any school district prior to placement in SCAN, Inc. may participate in instructional services offered by San Benito CISD at SCAN, Inc.

13. San Benito CISD shall be responsible for State assessment administration during the school year.

A. State assessment training will be provided to San Benito CISD teachers at designated campuses by San Benito CISD staff.

B. SCAN, Inc. will provide additional staff during testing if need arises.

14. Campus of enrollment will communicate with San Benito CISD District Administrator, or designee, as to any student having a prescriptive educational plan in order to ensure the educational plans of the student.

15. The parties understand SCAN, Inc. is a temporary substance abuse treatment facility only, and that some students are delivered instructional services for a short time period (in some cases, two weeks or less). Therefore, San Benito CISD cannot guarantee that each student who enrolls in the program will exit with course credits to transfer. Whether or not a student achieves course credits will depend upon the length of time spent at SCAN, Inc. and grades achieved during that time.

16. San Benito CISD shall provide all instructional materials, such as state-adopted textbooks. All instructional materials shall be approved by the San Benito CISD District Administrator before being purchased.

17. San Benito CISD personnel shall have the right to enter the area of the SCAN, Inc. home where instructional services are being provided for purposes of evaluating the San Benito CISD employees assigned to SCAN, Inc. and the San Benito CISD delivered instructional program.

18. SCAN, Inc. shall provide adequate classroom facilities and equipment at SCAN, Inc. The classrooms provided by SCAN, Inc. shall be well- lighted and temperature controlled, and SCAN, Inc. shall provide dry erase boards and adequate secured storage space. In addition, SCAN, Inc. will provide internet connectivity for teacher and student use. SCAN, Inc. also agrees to transport any Special needs students to school of enrollment to receive instruction through the Edgenuity computer program at the assigned campus to provide the Least Restrictive Environment (LRE). San Benito CISD agrees to provide a teacher while these students are at the campus.

19. San Benito CISD shall order and pay for all office/classroom supplies needed for the instructional services provided at SCAN, Inc. Teachers assigned to SCAN, Inc. must clear all movies, videos, incentives, and non-textbook reading material with the San Benito CISD DISTRICTADMINISTRATOR, or designee, so that the extra "academic materials" do not serve to encourage negative behaviors in the students attending classes.

20. SCAN, Inc. shall provide on-site personnel assistance and support at SCAN, Inc. as needed to render treatment of medical emergencies and to address behavior management needs of all eligible students participating in the program. In the event that the teacher determines that the behavior of an eligible student poses a threat to himself or others while in the educational setting, SCAN, Inc. agrees to remove that student from the classroom in an appropriate and timely fashion, and to follow the discipline management policies of SCAN, Inc. not in conflict with policies of San Benito CISD, and each student's behavior management plan.

21. SCAN, Inc. shall be responsible for the cost of replacing or repairing technology devices (laptops/Chromebook) damaged through student misuse and/or abuse.

22. SCAN, Inc. shall provide a sufficient number of qualified staff members at SCAN, Inc. to supervise eligible students during the teacher's 30-minute duty free lunch each school day as well as the 10-minute transition time between blocks.

23. SCAN, Inc. shall be responsible for transitioning each eligible student at SCAN, Inc. to and from the classroom and for ensuring that each eligible student attends classes on time.

24. SCAN, Inc. shall provide all meals for eligible students at SCAN, Inc.

25. SCAN, Inc. will report attendance on a daily basis to the designated San Benito CISD staff.

26. SCAN, Inc. shall be responsible for the general maintenance and cleanup of the classroom area at SCAN, Inc.

27. SCAN, Inc. shall allow all teachers assigned to SCAN, Inc. access to a copy machine and use of computers and any other audio-visual equipment which is currently available at SCAN, Inc. for classroom instruction.

28. SCAN, Inc. shall neither have nor exercise any control over the direction of the specific instructional methods which the teachers assigned to SCAN, Inc. may use in the performance of educational services, but will collaborate with and provide guidance for effective strategies to San Benito CISD staff.

29. SCAN, Inc. shall repair or replace any equipment purchased by San Benito CISD which has been lost, damaged, or stolen as a result of fire, theft, or other natural disaster.

30. All Parties understand and agree that no funds shall be exchanged between San Benito CISD and SCAN, Inc. for any of the services described in this Agreement.

31. All Parties agree that no person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination on the basis of race, color, national origin, religion, sex, age, disability, or political affiliation with respect to services described in this Agreement.

32. The validity of this Agreement, the terms, provisions, and the rights and duties of the parties here to shall be interpreted and construed pursuant to and in accordance with the laws of the State of Texas.

33. Class instruction at SCAN, Inc. shall coincide with the San Benito CISD school year calendar. School calendars shall be provided to SCAN, Inc. at the beginning of each school year for easy reference to school holidays, teacher in-service days, etc.

34. All Parties understand and agree that all information concerning students is confidential and shall not be disclosed to any person, except as authorized by law. In order to facilitate the exchange of information, SCAN, Inc. shall obtain from the students and/or the students' parents or legal guardian the necessary authorization for release of information between all parties and SCAN, Inc. When appropriate authorization is obtained, all parties shall cooperate in providing information to the other which is relevant and reasonably necessary for the performance of this agreement.

35. All Parties understand and agree that, pursuant to Family Code 261.101 (a) and (b), a person having cause to believe that a child's physical or mental health or welfare has been or may be adversely affected by abuse or neglect by any person shall immediately make a report. If a professional has cause to believe that a child has been abused or neglected or that a child is a victim of an offense under 21.11, Penal Code (Indecency with a Child), and the professional has cause to believe that the child has been abused as defined by 261.001, the professional shall make a report to the appropriate agency as listed in 261.103 not later than 48th hour after the hour the professional first suspects that the child has been or may be abused or neglected or is a victim of an offense under 21.11, the Penal Code. A professional may not delegate or rely on another person to make the report. "Professional" means an individual who is licensed or certified by the state or who is an employee of a facility licensed, certified or operated by the state and who, in the normal course of official duties or duties for which a license certification is required, has direct contact with children. The term "professional" includes teachers, nurses, doctors, day care employees, and employees of a clinic or health care facility that provides reproductive services. The identity of an individual making a report under this chapter is confidential and may be disclosed only on the Order of a Court rendered under 261.201 or to a law enforcement office for the purpose of conducting a criminal investigation of the report.

36. All Parties understand and agree that this Agreement shall become effective immediately upon execution by all parties and shall remain in effect until cancelled by written notice from one party to the other. All parties understand that this Agreement may be cancelled at any time by any party for any reason. This Agreement may be not be modified except in writing, signed by an authorized representative of each party.37. All Parties hereto understand and agree that this Agreement is a full and complete expression of the entire agreement between the parties with respect to the services described herein and do further hereby agree that all prior and contemporaneous understandings, agreements, promises, representations, terms, and conditions are merged and incorporated into this Agreement, and that terms or conditions not expressly set forth herein shall not be binding on the patties. EXECUTED this Day of 24 June 2026.

SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____

Mr. Alfredo Perez, Superintendent of Schools

SCAN, Inc. By: _____



Request Approval of the Memorandum of Understanding between San Benito CISD and Mesquite Treatment Center for the 2026-2027 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Memorandum of Understanding between San Benito CISD and Mesquite Treatment Center for the 2026-2027 school year.

Rationale:

The purpose of this agreement is to partner up with Mesquite Treatment Center to provide educational programs for students that reside at MTC, Inc.

Paperwork Impact:

Minimal

Budgetary Information:

Resource Personnel:

Scott Hausler, Principal, Positive Redirection Center
Dilia Cornett, Assistant Superintendent of Academics
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

AGREEMENT BETWEEN SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, AND MESQUITE TREATMENT CENTER (MTC), INC.

WHEREAS, the SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as "San Benito CISD"), a political subdivision of the State of Texas, and Mesquite Treatment Center. (hereinafter referred to as "MTC, Inc.") have teamed up to provide an educational program for students who reside at MTC, Inc.; and

WHEREAS, the term "Party" or "Parties" in this Agreement refers to the MTC, Inc. and San Benito CISD; and

WHEREAS, all Parties have discussed the provision of educational services for these youth and understand that San Benito CISD will provide academic programs using San Benito CISD personnel who will be assigned to the MTC, Inc. Home, and who shall be under the direction of the San Benito CISD Executive Director for Secondary Schools or designee (hereinafter referred to as "DISTRICT ADMINISTRATOR"), and who shall assist MTC, Inc. administratively with instructional/curriculum responsibilities and needs of the teachers at this institution; and

WHEREAS, all Parties agree that the development and maintenance of an educational program at MTC, Inc. would be for their mutual benefit.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements set forth in this Agreement relating to the assignment of teachers from San Benito CISD to MTC, Inc. to serve students residing at MTC, Inc., the Parties do hereby agree as follows:

1. During the 2026-2027 school year, San Benito CISD agrees to assign adequate teaching staff to provide educational services.
2. MTC, Inc. shall have available an instructional day at MTC, Inc. commensurate with that of SBCISD students. Scheduling of special transportation services such as family visitation, counseling and court appearances shall be done in a manner that facilitates this mandate most

effectively.

3. San Benito CISD and MTC, Inc. shall determine jointly which students are eligible to receive educational services in accordance with this Agreement. The curriculum includes the Texas Essential Knowledge and Skills in the core curriculum courses prescribed by the Texas Education Agency (hereinafter referred to as "TEA"). A student portfolio may be requested by a receiving school following the release of the student.

4. San Benito CISD shall continually monitor the number of students who are receiving educational services under this agreement to assure that the pupil-teacher ratio shall be no more than sixteen (16) to one (1).

5. The teachers assigned to MTC, Inc. shall be employees of SBCISD, and, as such San Benito CISD shall be solely responsible for the payment of salaries and any fringe benefits to the teachers.

6. The teachers assigned to MTC, Inc. shall be subject to all of the policies, rules, regulations and directives of the Texas State Board of Education, Texas Education Agency, and San Benito CISD, including, but not limited to, policies and rules on performance on evaluations, salaries and pay scales, reassignment and termination.

7. The teachers assigned to MTC, Inc. shall be under the exclusive supervision of the San Benito CISD DISTRICT ADMINISTRATOR, or designee.

8. San Benito CISD shall provide the teachers assigned to MTC, Inc. with reasonable opportunities to attend San Benito CISD staff development sessions which are appropriate to their positions and duties. San Benito CISD teachers and staff assigned to MTC, Inc. and shall also be allowed to participate in training seminars (sponsored by MTC, Inc.) which impact the coordination of academic services and MTC, Inc. procedures, and which do not interfere with their job duties and responsibilities as employees of San Benito CISD.

9. In-services and/or training workshops for the benefit of teachers and staff assigned to MTC, Inc. must be submitted for approval to the DISTRICT ADMINISTRATOR, or designee, at least (10) calendar days in advance of the in-service or training workshop. Only those in-services approved by the San Benito CISD DISTRICT Administrator, or designee, shall be paid for by San Benito CISD.

10. San Benito CISD agrees that the teachers assigned to MIC, Inc. shall comply with all the MTC, Inc. policies, and procedures not in conflict with San Benito CISD policies, rules and procedures.

11. All eligible students (in-district or out-of-district) entering MTC, Inc, will be enrolled at a San Benito CISD campus based on boundary lines and grade level.

12. San Benito CISD shall be responsible for State assessment administration during the school year.

a. State assessment training will be provided to San Benito CISD teachers at designated campuses by San Benito CISD staff.

b. MIC, Inc. will provide additional staff during testing if need arises.

13. Campus of enrollment will communicate with San Benito CISD District Administrator, or designee, as to any student having a prescriptive educational plan in order to ensure the educational plans of the student.

14. The parties understand MTC, Inc. is a temporary substance abuse treatment facility only, and that some students are delivered instructional services for a short time period (in some cases, two weeks or less). Therefore, San Benito CISD cannot guarantee that each student who enrolls in the program will exit with course credits to transfer. Whether or not a student achieves course credits will depend upon the length of time spent at MIC, Inc. and grades achieved during that time.

15. San Benito CISD shall provide all instructional materials, such as state-adopted textbooks. All instructional materials shall be approved by the San Benito CISD District Administrator before being purchased.

16. San Benito CISD personnel shall have the right to enter the area of the MTC, Inc. home where instructional services are being provided for purposes of evaluating the San Benito CISD employees assigned to MTC, Inc. and the San Benito CISD delivered instructional program.

17. MTC, Inc. shall provide adequate classroom facilities and equipment at MTC, Inc. The classrooms provided by MTC, Inc. shall be well- lighted and temperature controlled, and MTC, Inc. shall provide dry erase boards and adequate secured storage space. In addition, MTC, Lnc. will provide internet connectivity for teacher and student use.

18. San Benito CISD shall order and pay for all office/classroom supplies needed for the instructional services provided. Teachers assigned to MTC, Inc. must clear all movies, videos, incentives, and non-textbook reading material with the San Benito student's DISTRICT ADMINISTRATOR, or designee, so that the extra "academic materials" do not serve to encourage negative behaviors in the students' attending classes.

19. MTC, Inc. shall provide on-site personnel assistance and support at MTC as needed to render treatment of medical emergencies and to address behavior management needs of all eligible students participating in the program. In the event that the teacher determines that the behavior of an eligible student poses a threat to himself or others while in the educational setting, MTC, Lnc. agrees to remove that student from the classroom in an appropriate and timely fashion, and to follow the discipline management policies of MTC, Inc. not in conflict with policies of San Benito CISD, and each student's behavior management plan.

20. MTC, Inc. shall provide a sufficient number of qualified staff members to supervise eligible students.

21. MTC, Inc. shall be responsible for transitioning each eligible student at MTC, Inc. to and from the classroom and for ensuring that each eligible student attends classes on time.

a. MTC, Inc. shall be responsible for the cost of repair or replacement of laptops/Chromebooks damaged through student misuse and/or abuse.

22. All Parties understand and agree that no funds shall be exchanged between San Benito CISD and MTC, Inc. for any of the services described in this Agreement.

23. All Parties agree that no person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination on the basis of race, color, national origin, religion, sex, age, disability, or political affiliation with respect to services described in this Agreement.

24. The validity of this Agreement, the terms or provisions, and the rights and duties of the parties here to shall be interpreted and construed pursuant to and in accordance with the laws of the State of Texas.

25. Class instruction shall coincide with the San Benito CISD school year calendar. School calendars shall be provided to MTC, Inc. at the beginning of each school year for easy reference to school holidays, teacher in service days, etc.

26. All Parties understand and agree that all information concerning students is confidential and shall not be disclosed to any person, except as authorized by law. In order to facilitate the exchange of information, MTC, Inc. shall obtain from the students and/or the students' parents or legal guardian the necessary authorization for release of information between all parties and MTC, Inc. When appropriate authorization is obtained, all parties shall cooperate in providing information to the other which is relevant and reasonably necessary for the performance of this agreement.

27. All Parties understand and agree that, pursuant to Family Code 261.10 I (a) and (b), a person having cause to believe that a child's physical or mental health or welfare has been or may be adversely affected by abuse or neglect by any person shall immediately make a report. If a professional has cause to believe that a child has been abused or neglected or that a child is a victim of an offense under 21.11, Penal Code (Indecency with a Child), and the professional has cause to believe that the child has been abused as defined by 261.00L, the professional shall make a report to the appropriate agency as listed in 261.103 not later than 48th hour after the hour the professional first suspects that the child has been or may be abused or neglected or is a victim of an offense under 21.11, the Penal Code. A professional may not delegate or rely on another person to make the report. "Professional" means an individual who is licensed or certified by the state or who is an employee of a facility licensed, certified or operated by the state and who, in the normal course of official duties or duties for which a license certification is required, has direct contact with children. The term "professional" includes teachers, nurses, doctors, day care employees, and employees of a clinic or health care facility that provides reproductive services. The identity of an individual making a report under this chapter is confidential and may be disclosed only on the Order of a Court rendered under 261.20 I or to a law enforcement officer for the purpose of conducting a criminal investigation of the report.

28. All Parties understand and agree that this Agreement shall become effective immediately upon execution by all parties and shall remain in effect until cancelled by written notice from one party to the other. All parties understand that this Agreement may be cancelled at any time by any party for any reason. This Agreement may be not be modified except in writing, signed by an authorized representative of each party.

29. All Parties hereto understand and agree that this Agreement is a full and complete expression of the entire agreement between the parties with respect to the services described herein and do further hereby agree that all prior and contemporaneous understandings, agreements, promises, representations, terms, and conditions are merged and incorporated into this Agreement, and that terms or conditions not expressly set forth herein shall not be binding on the parties.

AGREEMENT BETWEEN SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, AND MESQUITE TREATMENT CENTER (MTC) INC.

EXECUTED this DAY OF 24 June 2026

By: Alfredo Perez, Superintendent of Schools.

AND

Laura Lisa Garcia, Chief Executive Officer

Mesquite Treatment Center



Request Approval of the Optional Flexible School Day Program (OFSDP) for the 2026-2027 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Optional Flexible School Day Program for the 2026-2027 school year.

Rationale:

[Texas Education Code §29.0822](#), provides for a school district to apply to the commissioner to provide a flexible school day program for students who:

- have dropped out of school or are at risk of dropping out of school as defined by Section [29.081](#);
- (3) as a result of attendance requirements under Section [25.092](#), will be denied credit for one or more classes in which the students have been enrolled.

The program will be implemented at all San Benito Consolidated Independent School District schools including high schools, middle schools, elementary schools, and disciplinary alternative education program (DAEP) schools. This will provide all students in any grade level with opportunities to recapture missed instructional time missed due to excessive absences. The district will continue to receive funding for students as students accumulate instructional time.

Paperwork Impact:

Board President signature

Superintendent signature

Budgetary Information:

None – Increase to District ADA

Resource Personnel:

All Principals

Dilia Cornett, Assistant Superintendent of Academics

Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

BAA (Legal) Board Powers and Duties

BBE (Local) Board Authority

FEA (Legal) Compulsory Attendance

Optional Flexible School Day Program Agreement

This document must be fully completed and signed by the school system’s Board President and Superintendent. The signed document must be uploaded into the OFSDP Smartsheet application. This document is a required component of the OFSDP application submission.

San Benito Consolidated Independent School District

Legal Name of School District or Open-Enrollment Charter School

240 N. Crockett San Benito, TX 78586

Physical Address

Board Agreement

All information requested must be included with this form. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.
2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: June

Day: 24

Year: 2026

Time: 5:30PM

Location: JOHN F BARRON BUILDING, 240 N. CROCKETT SAN BENITO TX 78586

The board reviewed the OFSDP program and application and approved the submission on behalf of the school district or open-enrollment charter school by authorized representatives.

Orlando Lopez, Board President, (956) 361-6110

Name, Title, and Telephone Number of School Board President

Signature of School Board President

Date

Authorized School System Official

On behalf of the school district or charter school, I hereby certify that the district/charter will implement and operate the OFSDP in accordance with Texas Education Code (TEC) §29.0822, 19 Texas Administrative Code (TAC) §129.1027, the Student Attendance Accounting Handbook, and all applicable guidance, forms, and instructions issued by the Texas Education Agency (TEA) for the applicable school year.

I certify that the information submitted in connection with this application is true and correct and the district/charter will fully comply with all application assurances, applicable laws, rules, and TEA guidance governing the Optional Flexible School Day Program.

Alfredo Perez, Superintendent of Schools, 956-361-6110

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

OFSDP Application Guide - 2026-2027

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

This application guide template is provided for planning purposes only. The final application must be submitted through the linked Smartsheet form available on the [OFSDP website](#).

Definition of Program Provisions

The school district or open-enrollment charter school, hereinafter referred to as the “district.”

Eligible Students

A student in any grade level is eligible to participate in an OFSDP authorized under the Texas Education Code, (TEC), §29.0822, if the student is:

- at-risk of dropping out of school, as defined by the [TEC, §29.081](#),
- attending a campus implementing an approved innovative campus plan,
- attending a TEA-designated ECHS as defined by the [TEC, §29.908](#), P-TECH, or ICIA,
- attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#), or
- not meeting attendance requirements under the [TEC, §25.092](#), resulting in denied credit for one or more classes in which the student has been enrolled.

AND

There must be an agreement in writing to the student’s participation:

- by the student, if the student is over 18 years of age; or
- by the student and the student’s parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

Board Approval

The board of trustees of a school district or open enrollment charter school must include the OFSDP as an item on a regular agenda for a board meeting. The board of trustees of a school district or charter school must discuss the progress of the program before approving the program and applying to operate an OFSDP. Please note that, pursuant to 19 Texas Administrative Code [\(TAC\) §129.1027](#), a progress report for OFSDP may be required to be included in subsequent annual applications starting the 2026-2027 school year.

Attendance Credit

A student attending an OFSDP under the [TEC, §29.0822](#), may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the**

traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.

Assessment

The student must take the required state assessments specified under the [TEC, §39.023](#), during the regularly scheduled assessment calendar.

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the [TEC, Chapter 39](#); the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess the progress of students participating in the program.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the [TEC, §29.0822](#), may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Application Process

- For questions or assistance regarding this application, email opfex@tea.texas.gov.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) listed in the spreadsheet upload should be at least thirty (30) days after the application is submitted.

- Submit the application and all attachments through the OFSDP Smartsheet form posted on the OFSDP website.

OFSDP Application

This application guide template is provided for planning purposes only. The final application must be submitted through the linked Smartsheet form available on the [OFSDP website](#).

| School System Overview | |
|----------------------------------|---|
| School System Name: | San Benito Consolidated Independent School District |
| School System CDN (6-Digit): | 031912 |
| Mailing Address: | 240 N. Crockett St. |
| City: | San Benito |
| State: | Texas |
| Zip Code: | 78586 |
| Superintendent's Name: | Alfredo Perez |
| Superintendent's Email Address: | aperez@sbcisd.net |
| School System Phone Number: | 956-361-6100 |
| District PEIMS Coordinator Name: | Juan R. Martinez |
| Email Address: | jrmartinez@sbcisd.net |
| OFSDP Contact Name: | Diana Atkinson |
| Email Address: | datkinson@sbcisd.net |
| OFSDP Contact Name: | Joann Fernandez |
| Email Address: | jfernandez@sbcisd.net |

Attendance and Compliance Procedures of Proposed Program

1. What type of OFSDP program is the school system applying for? (Select all that apply)



At-Risk Students – The student is at risk of dropping out of school, as defined by the [TEC, §29.081](#).

- Minimum Attendance – Students that do not meet the attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled without retaking the class. Funding for attendance is limited to that which is necessary for the student to recover class credit.
- Early College High School – The student is attending a campus that has been designated by the Texas Education Agency (TEA) as an Early College High School (ECHS), as defined by the [TEC, §29.908](#), Pathways in Technology Early College High School (P-TECH), as defined by the [TEC, §29.553](#), or Industry Cluster Innovative Academy (ICIA).
- Campus Turnaround Plan – The student is attending a campus implementing an approved innovative campus plan, as defined by [TEC, §39A.107](#).
- Credit Recovery – Credit recovery classes may be offered during the summer recess for students who have not earned a full ADA during the regular school year. For an eligible OFSDP student attending summer OFSDP classes for credit recovery, funding for attendance is limited to that which is necessary for the student to recover class credit.
- Campus Dropout Recovery – The student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081 \(e-1\)](#), in which courses are offered on-campus 100% of the time. To be eligible for this designation, the campus will be designated by TEA as an Alternative Education Campus (AEC) of Choice - Dropout Recovery School. More information can be found on the [Performance Reporting Division website](#).
- Remote/Hybrid Dropout Recovery – The student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081 \(e-2\)](#). A dropout recovery program can be offered for students to work in a remote or hybrid setting, only if the campus is designated by TEA as an Alternative Education Campus (AEC) of Choice - Dropout Recovery School and meets the requirements of [TEC, §29.081 \(e-2\)](#). More information can be found on the [Performance Reporting Division website](#).

Please ensure that all questions below are addressed for each selected program type and for each campus listed in the OFSDP spreadsheet.

2. Describe the program goals and objectives. (The goals and objectives must align with the type of OFSDP program that is planned to be offered).

The goal of the Optional Flexible School Day Program (OFSDP) is to provide eligible students with flexible instructional opportunities that support academic success, credit attainment, attendance recovery, and graduation readiness. The program is designed to meet the needs of students who are at risk of dropping out, have attendance deficiencies, require credit recovery, or need an alternative instructional schedule.

Program objectives include:

- Increasing student engagement and participation in instructional activities;
- Improving course completion and credit attainment rates;
- Providing opportunities for attendance and credit recovery;
- Reducing dropout rates and increasing graduation rates;

3. Provide the proposed schedule offered to students participating in the OFSDP, specifying days of the week and times courses are available. If the program is proposed at more than one campus, include the full proposed schedule for each campus location.

The district will provide flexible instructional opportunities for eligible OFSDP students during the regular school year.

Instructional services will be available Monday through Friday during scheduled morning, afternoon, and/or extended-day sessions. Student schedules will be individualized based on academic needs, graduation requirements, credit recovery plans, and counselor recommendations.

Regular Instructional Hours

Elementary School Hours: 7:45am - 3:15pm

Middle School Hours: 8:15am - 3:55pm

High School Hours: 8:30am - 4:10pm

4. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.

The OFSDP will be supported by certified instructional staff and district personnel responsible for program implementation, student support, attendance accounting, and compliance monitoring.

Staff assigned to the program may include:

- Campus Administrator – program oversight, compliance monitoring, and operational supervision;
- OFSDP Coordinator (PEIMS Director) – student enrollment, attendance review, reporting, and program management;
- Certified Teachers – instruction, progress monitoring, instructional minute verification, and grading;

~~• School Counselors – graduation planning, academic advising, intervention planning, and~~

5. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtains student and parental consent for OFSDP participation. (Student or parental consent is required in writing)

The district will utilize attendance, academic, graduation plan, and intervention data to identify students who may qualify for participation in the OFSDP. Campus administrators, counselors, attendance personnel, and intervention teams will review student records to determine eligibility in accordance with TEC §29.0822. Eligibility documentation will be maintained for each participating student and may include attendance records, at-risk indicators, credit deficiency reports, graduation tracking data, and other supporting documentation.

Prior to enrollment, district personnel will meet with the student and parent/guardian, when applicable, to review program requirements and expectations. Written participation agreements will be obtained and maintained for all students. Students who are 18 years of age or older will provide written consent. Students under 18 years of age will provide written consent along with

6. Indicate the estimated number of OFSDP students that will be served per teacher. (The student–teacher ratio for in-person dropout recovery programs must not exceed 28:1. For elementary grade levels, the ratio is limited to 22:1. Districts of Innovation campuses may be eligible for applicable exceptions.)

The district will maintain student-to-teacher ratios that support individualized instruction and student success while complying with all applicable OFSDP requirements. The anticipated student-to-teacher ratio will not exceed 25:1 for secondary programs. If elementary students participate in the program, ratios will not exceed 22:1. The district will monitor enrollment and staffing levels throughout the year and make adjustments as necessary to ensure effective instruction, intervention support, and compliance with state requirements.

7. Describe the district’s plan for serving students in the OFSDP should the need arise for special education, career and technical education (CTE), pregnancy-related services, and/or bilingual/ESL education.

The response must include:

- How services will be provided;
- Required teacher certifications in each program area; and
- How services will comply with the Student Attendance Accounting Handbook.

The district will ensure that students participating in the OFSDP continue to receive all required educational services and supports. Students receiving Special Education services will be served in accordance with their Individualized Education Program (IEP) and all applicable federal and state requirements. Instruction and related services will be provided by appropriately certified personnel. Eligible students participating in Career and Technical Education (CTE) programs will continue to have access to approved CTE coursework and industry-based certification opportunities delivered by appropriately certified teachers. Students requiring bilingual or ESL services will continue to receive language support services in accordance with LPAC recommendations and program requirements. Services will be provided by appropriately certified bilingual and/or ESL staff. Pregnancy-related services will be provided in accordance with state requirements. If a student receives Compensatory Education Home Instruction (CEHI) the student will be transitioned to the appropriate instructional setting and coding requirements for the duration of CEHI services and will not be reported as participating in OFSDP during that period. If a student received DAEP

The district assures that if a student participating in the OFSDP is receiving Compensatory Education Home Instruction (CEHI, homebound instructional services) for pregnancy, the student’s instructional code will be transitioned from OFSDP to the appropriate traditional coding for the duration of the CEHI placement. The student will not be reported as participating in OFSDP during any period in which CEHI services are provided.

8. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. Explain how the classroom teacher verifies the number of instructional minutes a student receives each day. (Absences and days present do not exist in OFSDP)

The teacher of record will document and certify the actual instructional minutes earned by each student on a daily basis using our District Student Information System (Skyward Qmlativ). Instructional minutes will be verified through district-approved attendance tracking systems, instructional logs, student participation records, assignment completion records, and direct teacher interaction. Teachers will maintain supporting documentation that demonstrates student engagement in teacher-directed instructional activities. Daily instructional minute records will be reviewed and certified in accordance with district attendance accounting procedures. Only actual instructional minutes earned by the student will be reported for funding purposes. example of excluded minutes are: passing period, Lunch, Recess, extended visits to Office, Nurse, Counselor)

9. Describe how the district will ensure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.

The district will implement attendance monitoring procedures to ensure that instructional minutes are only reported when students meet the minimum participation requirements established by TEA. Teachers will record actual instructional minutes daily. Attendance personnel and campus administrators will review instructional minute reports to identify students who have not received at least 45 instructional minutes on a given day. Students who do not meet the minimum 45-minute threshold will not generate reportable OFSDP attendance for that day. Periodic attendance audits and administrative reviews will be conducted to verify compliance with all OFSDP attendance requirements. We have developed Skyward Qmlativ Custom Reports that allow for active monitoring of minutes teachers have submitted. Skyward Qmlativ PEIMS Extraction Rules implements the less than 45 minutes per day rule and ensures that only 1 ADA per student within a six weeks is submitted.

10. Explain how the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. (**Note:** It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present) x 240)

The district will utilize Skyward Qmlativ Extraction Rules, Attendance Accounting Reports, and TSDS PEIMS reporting procedures to ensure students participating in OFSDP do not generate more than one ADA during the school year and do not exceed allowable instructional minute limitations.

Prior to enrollment in OFSDP, attendance personnel will process a status change from Traditional Attendance to OFSDP Minutes Attendance. This enrollment status change automatically places students on a separate OFSDP attendance roster, allowing teachers to differentiate attendance types and preventing duplicate attendance submissions. This process ensures that only eligible instructional days and minutes are counted toward a student's remaining OFSDP eligibility for each reporting period.

- 11. Describe how the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).

The district will maintain attendance accounting procedures that comply with all applicable provisions of the Student Attendance Accounting Handbook, including Sections 2.2.3 and 11.6. Teachers will document and certify actual instructional minutes earned by students. Attendance personnel will review attendance records, instructional minute reports, and supporting documentation during each reporting period. Student Detail Audit reports and six-week attendance reviews will be conducted to identify and correct any discrepancies. The district will provide annual training to campus administrators, teachers, attendance personnel, and PEIMS staff regarding OFSDP attendance requirements and documentation procedures. All records will be maintained in accordance with TEA audit and record retention requirements.

Credit Recovery Program Offered in the Summer

- 12. Will eligible OFSDP students participate in a credit recovery program offered in the summer? (Credit recovery classes may be offered during the summer recess for students who have not earned a full ADA during the regular school year. For an eligible OFSDP student attending summer OFSDP classes for credit recovery, funding for attendance is limited to that which is necessary for the student to recover class credit. The Summer Period of Agreement (Credit Recovery) section should only include dates after the regular school year, should not exceed 30 days, and may not extend past July 31st. A student cannot earn more than the equivalent of one ADA in a year.)

Yes

No

- If yes, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.

Eligible OFSDP students who have not earned a full ADA during the regular school year may participate in summer credit recovery opportunities. Participation will be limited to the instructional time necessary for students to recover course credit and remain in compliance with OFSDP funding requirements.

The district will utilize Skyward Qmlativ attendance procedures, instructional minute tracking, and Student Detail Audit reports to monitor student participation. Teachers will record and certify actual instructional minutes earned daily, and attendance personnel will review cumulative instructional minutes and course completion data throughout the summer session.

Once a student has earned the credit necessary for course recovery or has reached the maximum allowable instructional minutes, no additional attendance will be reported for funding purposes. Periodic reviews will be conducted by campus and district personnel to ensure students do not exceed the equivalent of one ADA for the school year and that all reported minutes comply with TEA and Student Attendance Accounting Handbook requirements.

Campus Dropout Recovery Education Program

13. Will the school system offer a community-based dropout recovery education program as defined by [TEC, §29.081\(e-1\) or \(e-2\)](#)?

Yes

No

• If yes, what type of community-based dropout recovery education program will be implemented?

District operated dropout recovery education program

Contracted dropout recovery education program with an education management organization

• If education management organization services are contracted, please provide the organization name, accreditation status, and the name of the accrediting agency.

Remote/Hybrid Dropout Recovery Program

14. Will the district offer a dropout recovery program in a remote or hybrid setting, as defined by [TEC, §29.081 \(e-2\)](#)?

Yes

No

If yes –

• Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.

- Describe the individual learning plan or process used to monitor each student’s progress.

- Indicate how students will be served by an academic coach and local advocate.

- Describe the educational software utilized and explain how the software will help track and certify the number of instructional minutes each student receives each day to monitor student progress.

Participating Campuses, Student Eligibility, and Period of Agreement

15. Attach a completed [OFSDP campus designation spreadsheet](#) that includes all participating campuses.

Board Approval

16. Attach a copy of the local school board’s official minutes showing approval to operate an OFSDP program.
17. Summarize the information presented to the board during the OFSDP approval meeting regarding program operations and compliance with 19 TAC §129.1027(h), including performance indicators, disaggregated student data, annual performance goals reviewed in an open meeting, and data-driven continuation decisions.

Signed Authorization

18. Attach a copy of the [OFSDP agreement](#), signed by all required parties.

Assurances

The applicant shall check all assurances below to confirm awareness of and understanding of responsibilities established herein.

- The district assures the board of trustees of the school district, or the governing board of the open-enrollment charter school will include the OFSDP as an item on the agenda concerning the proposed application.
- The district assures the board of trustees of the school district, or the governing board of the open-enrollment charter school will discuss the progress of the program before applying to operate an OFSDP.
- The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the [TEC, §29.0822](#), if:
 1. the student meets one of the following conditions:
 - the student is at-risk of dropping out of school, as defined by the [TEC, §29.081](#); or
 - the student is attending a campus implementing an approved innovative campus plan; or
 - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
 - the student is attending a campus with an approved Early College High School program designation as defined by the [TEC, §29.908](#); or
 - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

and

 2. there is an agreement in writing to the student’s participation
 - by the student, if the student is over 18 years of age; or
 - by the student and the student’s parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

- The district assures that it will administer all mandatory assessment instruments during the regular assessment cycle to students enrolled in the OFSDP.
- The district assures that all instructional materials and facilities provided to students in the OFSDP will be comparable to, or exceed, the required standards for students in similar programs.
- The district assures that students participating in an OFSDP will not be isolated from other academic and vocational programs and will have access to school counselors for pre-entry and post-entry counseling, academic or personal counseling, and career counseling.
- The district assures that faculty and administrators assigned to the OFSDP will meet all qualification requirements, including holding baccalaureate or advanced degrees, being highly qualified, and possessing appropriate certification as required by [TAC, §129.1027](#).
- The district assures that it will adopt and implement a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule ([TEC, §25.092\(a\)](#)) or the 75% to 90% rule for class credit ([TEC, §25.092\(a-1\)](#)).
- The district assures that it will adopt a policy requiring students to attend regularly scheduled instruction in the OFSDP and will apply penalties for nonattendance, including filing truancy charges when appropriate.
- The district assures that it will accurately track the number of instructional minutes each student receives daily and will comply with all applicable sections of the Student Attendance Accounting Handbook.
- The district assures that it will comply with all reporting requirements established by the TEA.
- The district assures that it will not discriminate on the basis of disability, race, color, national origin, religion, or sex in the operation of the OFSDP.
- The district assures that students participating in an OFSDP will be prohibited from participating in competitions or activities sanctioned or conducted under the authority of the University Interscholastic League (UIL) unless all UIL eligibility requirements are met.
- The district assures that procedures will be implemented to ensure students are not coded as participating in a traditional instructional program on any day for which OFSDP instructional minutes are earned.
- The district assures that Student Detail Audit and related six-week attendance and academic reports for the OFSDP track will be generated, reviewed, and certified during each six-week attendance reporting period.
- The district assures that procedures are in place to offer and provide students with appropriate referrals for mental health services, including access to school-based supports and external community resources, as needed.

- The district assures that when a **remote or hybrid dropout recovery program** is provided by a third-party provider, monthly student progress reports will be submitted to the student’s school district by a designated date each month.
- The district assures that an in-person student engagement center is available **to students participating in a remote or hybrid dropout recovery program** provided by a third-party provider and that its location and purpose are clearly defined to support OFSDP student instruction, engagement, and access to services.

Period of Agreement

The period of the agreement, as detailed by participating campuses in **the uploaded spreadsheet**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess the progress of students participating in the program.

Official Submission

By submitting this document, the applicant acknowledges and affirms that all information and assurances contained in this application are accurate and complete to the best of their knowledge. The applicant further agrees to comply with all applicable laws, regulations, and program requirements associated with this application. This submission shall constitute a binding commitment to uphold the assurances provided.

Upon submission of this application, an authorized representative acknowledges and accepts its terms on behalf of the school district or open-enrollment charter school, with such acceptance becoming effective upon approval by the TEA.

Optional Flexible School Day Program (OFSDP) - Campus Designation Spreadsheet

Insert 6-Digit District Number

School Year 2026-2027

| | | | |
|---|---|--|---|
| <p>Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4</p> | <p>Eligibility Designation 1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College High School 4 = TEC §39A.107 Campus Turnaround Plan 5 = Credit Recovery** 6 = TEC §29.081(e-1) Campus-Based Dropout Recovery Program 7 = TEC §29.081(e-2) Remote/Hybrid Dropout Recovery Program</p> | <p>School Year Period of Agreement Reported in TSDS PEIMS Summer Collection 3 Program start date must be 30 days after application submission. Program end date must not exceed the last day of the regular school calendar.</p> | <p>Summer Period of Agreement Reported in TSDS PEIMS Extended Collection 4 **Credit Recovery - Designation 5 Summer period of agreement should not exceed 30 days or extend past July 31st.</p> |
|---|---|--|---|

| Nine Digit District and Campus Number | Campus Name | Eligibility Designation | | | | | | | Estimated Students Participating | Program Start Date | Program End Date | Proposed Days: SUMTWTWHS | Minutes Offered Per Day | Summer Program Start Date | Summer Program End Date | Proposed Days: SUMTWTWHS | Minutes Offered Per Day |
|---------------------------------------|--------------------------------------|-------------------------|---|---|---|---|---|---|----------------------------------|--------------------|------------------|--------------------------|-------------------------|---------------------------|-------------------------|--------------------------|-------------------------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | | | | | | | |
| 031912001 | San Benito High School | 1 | 2 | | | 5 | | | 900 | 8/10/2026 | 5/20/2027 | MTWTHF | 410 | 5/24/2027 | 6/28/2027 | MTWTHF | 360 |
| 031912041 | Berta Cabaza Middle School | 1 | 2 | | | 5 | | | 125 | 8/10/2026 | 5/20/2027 | MTWTHF | 402 | 5/24/2027 | 6/28/2027 | MTWTHF | 360 |
| 031912042 | Miller Jordan Middle School | 1 | 2 | | | 5 | | | 125 | 8/10/2026 | 5/20/2027 | MTWTHF | 402 | 5/24/2027 | 6/28/2027 | MTWTHF | 360 |
| 031912043 | Riverside Middle School | 1 | 2 | | | 5 | | | 125 | 8/10/2026 | 5/20/2027 | MTWTHF | 402 | 5/24/2027 | 6/28/2027 | MTWTHF | 360 |
| 031912101 | Fred Booth Global Leadership Academy | 1 | 2 | | | 5 | | | 25 | 8/10/2026 | 5/20/2027 | MTWTHF | 420 | 5/24/2027 | 6/28/2027 | MTWTHF | 360 |
| 031912103 | Dr. C.M. Cash Elementary | 1 | 2 | | | 5 | | | 50 | 8/10/2026 | 5/20/2027 | MTWTHF | 420 | 5/24/2027 | 6/28/2027 | MTWTHF | 360 |

Optional Flexible School Day Program (OFSDP) - Campus Designation Spreadsheet

Insert 6-Digit District Number

School Year 2026-2027

| | | | |
|---|---|--|---|
| <p>Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4</p> | <p>Eligibility Designation 1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College High School 4 = TEC §39A.107 Campus Turnaround Plan 5 = Credit Recovery** 6 = TEC §29.081(e-1) Campus-Based Dropout Recovery Program 7 = TEC §29.081(e-2) Remote/Hybrid Dropout Recovery Program</p> | <p>School Year Period of Agreement Reported in TSDS PEIMS Summer Collection 3 Program start date must be 30 days after application submission. Program end date must not exceed the last day of the regular school calendar.</p> | <p>Summer Period of Agreement Reported in TSDS PEIMS Extended Collection 4 **Credit Recovery - Designation 5 Summer period of agreement should not exceed 30 days or extend past July 31st.</p> |
|---|---|--|---|

| Nine Digit District and Campus Number | Campus Name | Eligibility Designation | | | | | | | Estimated Students Participating | Program Start Date | Program End Date | Proposed Days: SUMTWTWHS | Minutes Offered Per Day | Summer Program Start Date | Summer Program End Date | Proposed Days: SUMTWTWHS | Minutes Offered Per Day |
|---------------------------------------|--|-------------------------|---|---|---|---|---|----|----------------------------------|--------------------|------------------|--------------------------|-------------------------|---------------------------|-------------------------|--------------------------|-------------------------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | | | | | | | |
| 031912104 | Ed Downs Fine Arts Academy | 1 | 2 | | | 5 | | 25 | 8/10/2026 | 5/20/2027 | MTWTHF | 420 | 5/24/2027 | 6/28/2027 | MTWTHF | 360 | |
| 031912108 | Rangerville Elementary | 1 | 2 | | | 5 | | 25 | 8/10/2026 | 5/20/2027 | MTWTHF | 420 | 5/24/2027 | 6/28/2027 | MTWTHF | 360 | |
| 031912109 | Frank Roberts Elementary | 1 | 2 | | | 5 | | 25 | 8/10/2026 | 5/20/2027 | MTWTHF | 420 | 5/24/2027 | 6/28/2027 | MTWTHF | 360 | |
| 031912110 | Sullivan Environmental Science Academy | 1 | 2 | | | 5 | | 50 | 8/10/2026 | 5/20/2027 | MTWTHF | 420 | 5/24/2027 | 6/28/2027 | MTWTHF | 360 | |
| 031912112 | La Encantada Elementary | 1 | 2 | | | 5 | | 50 | 8/10/2026 | 5/20/2027 | MTWTHF | 420 | 5/24/2027 | 6/28/2027 | MTWTHF | 360 | |
| 031912114 | La Paloma Elementary | 1 | 2 | | | 5 | | 50 | 8/10/2026 | 5/20/2027 | MTWTHF | 420 | 5/24/2027 | 6/28/2027 | MTWTHF | 360 | |

Optional Flexible School Day Program (OFSDP) - Campus Designation Spreadsheet

Insert 6-Digit District Number

School Year 2026-2027

| | | | |
|---|---|--|---|
| <p>Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4</p> | <p>Eligibility Designation 1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College High School 4 = TEC §39A.107 Campus Turnaround Plan 5 = Credit Recovery** 6 = TEC §29.081(e-1) Campus-Based Dropout Recovery Program 7 = TEC §29.081(e-2) Remote/Hybrid Dropout Recovery Program</p> | <p>School Year Period of Agreement Reported in TSDS PEIMS Summer Collection 3 Program start date must be 30 days after application submission. Program end date must not exceed the last day of the regular school calendar.</p> | <p>Summer Period of Agreement Reported in TSDS PEIMS Extended Collection 4 **Credit Recovery - Designation 5 Summer period of agreement should not exceed 30 days or extend past July 31st.</p> |
|---|---|--|---|

| Nine Digit District and Campus Number | Campus Name | Eligibility Designation | | | | | | | Estimated Students Participating | Program Start Date | Program End Date | Proposed Days: SUMTWTWHS | Minutes Offered Per Day | Summer Program Start Date | Summer Program End Date | Proposed Days: SUMTWTWHS | Minutes Offered Per Day |
|---------------------------------------|----------------------------------|-------------------------|---|---|---|---|---|---|----------------------------------|--------------------|------------------|--------------------------|-------------------------|---------------------------|-------------------------|--------------------------|-------------------------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | | | | | | | |
| 031912115 | Dr. Raul Garza Jr. STEAM Academy | 1 | 2 | | | 5 | | | 25 | 8/10/2026 | 5/20/2027 | MTWTHF | 420 | 5/24/2027 | 6/28/2027 | MTWTHF | 360 |
| 031912116 | Oscar De La Fuente Elementary | 1 | 2 | | | 5 | | | 25 | 8/10/2026 | 5/20/2027 | MTWTHF | 420 | 5/24/2027 | 6/28/2027 | MTWTHF | 360 |
| 031912117 | Angela G. Leal Elementary | 1 | 2 | | | 5 | | | 50 | 8/10/2026 | 5/20/2027 | MTWTHF | 420 | 5/24/2027 | 6/28/2027 | MTWTHF | 360 |
| 031912204 | Collegiate Academy | 1 | 2 | | | 5 | | | 10 | 8/10/2026 | 5/20/2027 | MTWTHF | 402 | 5/24/2027 | 6/28/2027 | MTWTHF | 360 |



Request Approval of the AmeriCorps Interlocal Agreement between San Benito CISD and The University of Texas at Rio Grande Valley (UTRGV) for the 2026-2027 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the AmeriCorps Interlocal Agreement between San Benito CISD and The University of Texas at Rio Grande Valley (UTRGV) for the 2026-2027 school year.

Rationale:

Provide AmeriCorps Volunteers in partnership with UTRGV for academic year (2026-2027) to the CCMR Lab at San Benito High School for academic engagement activities to promote college awareness and participation among students and parents providing a maximum of 22 to 25 hours of service per week, over a 9-month period. Volunteers will assist with FAFSA, College Applications, Scholarship Applications, Admissions, Testing, Orientation, etc.

Paperwork Impact:

Minimal

Budgetary Information:

None.

Resource Personnel:

Nancy Casas, Director of College, Career, and Military Readiness
Dilia Cornett, Assistant Superintendent of Academics
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

N/A

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this “**Contract**”) is entered into effective August 10, 2026 (“**Effective Date**”), by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: San Benito Consolidated Independent School District (SBCISD), a local entity of the State of Texas.

Performing Party: University of Texas Rio Grande Valley (UTRGV), an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to promote college awareness (**the “Project”**). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (“**services**”):

- Assign AmeriCorps members for academic year (2026-2027) to a designated Lab or Go-Center for academic engagement activities to promote college awareness and participate among students and parents providing a maximum of 22 to 25 hours of service per week, over a 9-month period.
- Train members on how to spread the college-going message among students and parents that college is affordable, possible and desirable.
- Recruit, screen, deploy, and monitor AmeriCorps members to assist students at the lab assigned by the high school.
- Oversee student (member) academic progress; assist with postsecondary matriculation decisions and processes. Additional daily tasks will include facilitating the enrollment process to any university of their choice. (Admissions, Testing, Financial Aid, Advising, Registration, and Orientation)
- UTRGV agrees to provide to the District the names, social security numbers and dates of birth of any employee of UTRGV or AmeriCorps that will be provided access to District campuses and contact with students. This information shall be used for the sole purpose of conducting a criminal record check of the UTRGV or AmeriCorps member as provided by District policy (Legal) and Section 22.083(b) of the Texas Education Code. Alternatively, UTRGV or AmeriCorps may provide proof or certification, satisfactory to the District, of a criminal record check of the UTRGV or AmeriCorps employee that was conducted within the preceding twelve (12) month period. The District at its sole discretion shall determine if the UTRGV or AmeriCorps employee clears the criminal record check.
- Monitor the activities of the project through monthly reports from members and report to the AmeriCorps Agency.
- SBCISD acknowledges that as a service provider under agreement with SBCISD that UTRGV or AmeriCorps has a legitimate educational interest in the student data and information contained in the educational records provided to them in the execution of providing services to the District. UTRGV or AmeriCorps agrees to keep confidential all educational records obtained by them and to comply with the Family Educational Rights

and Privacy Act (FERPA) (20 U.S.C. § 1232g;34 CFR Part 99). Disclosure to third parties by UTRGV or AmeriCorps shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s).

Receiving Party will be performing the following services:

- Establish a permanent physical location for the UTRGV AmeriCorps program. Members and students must have uninterrupted accessibility to computers and internet access, a Lab or Go-Center is a preferred location; the lab is required to have a minimum of eight computers.
- Provide Alpha Roster, including academic ranking from last academic year to AmeriCorps program members that will be kept at a secure place within the lab and will not be taken out of the school.
- Select students to be a part of the AmeriCorps program and must be allowed to meet twice a week with AmeriCorps members, except when state mandated exams are taking place.
- High School will need to provide a system in which students will be called out of their elective periods.
- Encourage the establishment of a student-led center in a classroom or lab to maximize a college going culture.
- Designate an adult sponsor to oversee the operation and supervision of the AmeriCorps members. This sponsor must either be a school employee or someone authorized by the school to have access to students and school facilities (such as a counselor).
- Display college readiness materials including FAFSA forms, Apply Texas Applications, community college applications and other items.
- Encourage teachers and students to use the UTRGV AmeriCorps Lab and infuse curriculum with activities that foster an expectation of college attendance (i.e. reinforcing the knowledge that a postsecondary education is affordable and possible, and the belief that it is desirable).

The Go Center Sponsor will:

- Communicate regularly with UTRGV AmeriCorps Program Supervisor and/or Director, or other designated program staff to provide feedback on UTRGV AmeriCorps program.
- Provide assistance to the UTRGV AmeriCorps members in their daily activities.
- Create awareness about the services offered by the program to all high school staff and community.
- Provide daily supervision of the UTRGV AmeriCorps members.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 11 *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Chapter 79 *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

TERM:

The participating parties agree to the terms outlined above for the duration of the academic year 2026 - 2027.

NOTICES:

Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party: San Benito Consolidated Independent School District
240 N Crockett St.
San Benito, Texas 78586
Attention: Mr. Alfredo Perez

If to Performing Party: University of Texas Rio Grande Valley
1201 W. University Drive
Edinburg, TX 78539
Attention: Mr. Alex Valdez
Chief Procurement Officer

with copy to: University of Texas Rio Grande Valley
1201 W University Drive ESSBL 6.105
Edinburg, Texas 78539
Attention: Dr. Griselda Castilla

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Contract, if Performing Party intends to deliver written notice to Receiving Party pursuant to Section 2251.054, *Texas Government Code*, then Performing Party will send that notice to Receiving Party as follows:

San Benito Consolidated Independent School District
240 N Crockett St.
San Benito, Texas 78586
Attention: Mr. Alfredo Perez

or other person or address as may be given in writing by Receiving Party to Performing Party in accordance with this Section.

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance

written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

Either party may terminate this Contract without cause on thirty (30) days written notice to the other party.

OTHER PROVISIONS:

Access by Individuals with Disabilities. Performing Party represents and warrants (“EIR Accessibility Warranty”) that the electronic and information resources and all associated information, documentation, and support that it provides to Receiving Party under this Contract (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Performing Party becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants that it will, at no cost to Receiving Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Performing Party is unable to do so, then Receiving Party may terminate this Contract and Performing Party will refund to Receiving Party all amounts Receiving Party has paid under this Contract within thirty (30) days after the termination date. Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party’s third party testing resources as required by Title 1, Rule §213.38(g) of the *Texas Administrative Code*.

Venue; Governing Law. Cameron County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract 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.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

State Auditor’s Office. The Contracting Parties understand that acceptance of funds under this Contract 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.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY:

PERFORMING PARTY:

San Benito Consolidated Independent School District University of Texas Rio Grande Valley

By: _____

Name: Dr. Griselda Castilla

Title: Vice President for Strategic

Enrollment

Date: _____

By: _____

Name: Mr. Alfredo Perez

Title: San Benito CISD Superintendent

Date: _____

By: _____

Name: Mr. Alex Valdez

Title: Chief Procurement Officer

Date: _____



REQUEST APPROVAL OF THE AMENDMENT TO THE SERVICE AGREEMENT BETWEEN SAN BENITO CISD AND THE FLIPPEN GROUP CAPTURING KIDS' HEARTS FOR THE 2026-2027 SCHOOL YEAR

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Amendment to the Service Agreement between San Benito CISD and The Flippen Group Capturing Kids Hearts for the 2026-2027 school year.

Rationale:

Capturing Kid's Hearts effectiveness has been demonstrated through evidence-based research studies investing the impact of the Flippen Group's character education and social emotional learning processes. It focuses on strengthening teacher-student relationships and provide teachers, administrators, and staff members with the necessary skills to create high-performing, self-managing learning environments.

Added: Rangerville Elementary

Paperwork

Minimal

Budgetary

| | | |
|--|---------------------|--------------------------------------|
| Capturing Kids Hearts Training | \$25,500.00 | 255-E-13-6291-00-812-6-24-000 |
| Campus Traction Visits (FALL 2026) | \$20,600.00 | 255-E-13-6291-00-812-6-24-000 |
| Campus Traction Visits (SPRING 2027) | \$9,100.00 | 255-E-13-6291-00-812-7-24-000 |
| Capturing Kids Hearts District Premium | \$11,300.00 | 255-E-13-6291-00-812-6-24-000 |
| Capturing Kids Hearts Campus Premium | \$59,900.00 | 255-E-13-6291-00-812-6-24-000 |
| Total Cost: | \$126,000.00 | |

All Resource Personnel

Campus Personnel
Marleen Araiza, Director of Professional Development
Dilia Cornett, Assistant Superintendent of Academics
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

N/A



Capturing Kids' Hearts®

Powered by Flippen Group



CAPTURING KIDS' HEARTS ► SERVICE AGREEMENT

CAPTURE *Hearts*. IMPACT *Culture*. SEE *Change*.

Created by:

Kim Herman
Capturing Kids' Hearts

Prepared for:

Marleen Araiza
San Benito Consolidated Independent School District

Date: June 3, 2026

SERVICE AGREEMENT



San Benito Consolidated Independent School District ("Client" or "you")
240 N. Crockett Street
San Benito, Texas 78586

Thank you for selecting The Flippen Group, LLC, dba Capturing Kids' Hearts ("CKH" or "we") to serve your organization. Our goal is to provide you with products and services that will both motivate and empower your organization to advance to a new level of success. Please take a moment to review the information below, and then sign and return this form to confirm this Master Services Agreement ("**Agreement**"). We look forward to serving you.

Section 1: Our Commitment

The Agreement itself is between CKH and you, the above-identified Client, although most of the benefits of this Agreement are available to many of your representatives/participants as well. Once accepted by you, this Agreement governs our relationship with regard to all of the "**Products and Services**" as defined in this Agreement, or that may later be mutually agreed upon between the parties with reference to this Agreement; many if not all of which involve training events to be conducted by CKH's representatives ("**Consultants**" or "**Strategists**"). In addition, this Agreement together with the Terms of Use associated with our "**Websites**" governs our relationship over the numerous resources and products that are and will be made available to you during the "**Term**" of this Agreement (collectively, "**Resources**"). Once your acceptance of this Agreement is confirmed, the pricing applicable to you for all such Products and Services and for your access to many of the Resources ("**Access**") become enforceable.

SERVICE AGREEMENT



Section 2: Products and Services

| Leadership Solutions | Proposed Timeline | Quantity | Solutions Price | Solutions Subtotal |
|---|---------------------|----------|-----------------|--------------------|
| Capturing Kids' Hearts® 1 Training Two consecutive-day training sessions for up to 50 participants. Includes: <ul style="list-style-type: none"> • Access to the course training manual • Limited collection of foundational videos and resources on CKH.org | September 2-3, 2026 | 1 | \$25,500.00 | \$25,500.00 |
| Campus Traction Visit Three-day campus visit involving group and one-on-one sessions with campus administrators and/or Process Champions Team. | Fall 2026 | 1 | \$12,100.00 | \$12,100.00 |
| Campus Traction Visit Two-day campus visit involving group and one-on-one sessions with campus administrators and/or Process Champions Team. | Fall 2026 | 1 | \$8,500.00 | \$8,500.00 |
| Campus Traction Visit One-day campus visit involving group and one-on-one sessions with campus administrators and/or Process Champions Team. | Spring 2027 | 1 | \$4,550.00 | \$4,550.00 |
| Campus Traction Visit One-day campus visit involving group and one-on-one sessions with campus administrators and/or Process | Spring 2027 | 1 | \$4,550.00 | \$4,550.00 |

SERVICE AGREEMENT



| | | | | |
|--|-----------------------|----|-------------|-------------|
| Champions Team. | | | | |
| <p>CKH District Premium</p> <p>Equips a district leadership team with the support to implement the Capturing Kids' Hearts® Process with great fidelity across the district.</p> <p>Includes access to a strategist, district-wide reporting, recurring leadership team huddles, one-day district traction visit, and great resources to support implementation.</p> | 2026-2027 School Year | 1 | \$11,300.00 | \$11,300.00 |
| <p>CKH Campus Premium (revised the count to include Rangerville back in this contract)</p> <p>A campus-specific subscription that provides comprehensive ongoing support to leaders and staff who have completed Capturing Kids' Hearts® 1 Training.</p> | 2026-2027 School Year | 17 | \$3,500.00 | \$59,500.00 |

Grand Total \$126,000.00

ADDITIONAL CHARGES (where applicable):

TRAVEL EXPENSES:

Travel fees for each training event or other service provided by CKH under this Agreement are included in the grand total. Unless otherwise agreed in advance, such travel fees inside the Continental United States will be included on the invoice and billed at the rate of \$1,300.00 for one-day events, \$2,000.00 for two-day events, and \$2,350.00 for three-day events (per Consultant). Each additional consecutive day for durations in excess of three days will be billed at \$350.00 per day (per Consultant).

FACILITY EXPENSES:

Client (at a minimum) will be responsible for securing facilities/meeting space with adequate square footage, comfortable seating, and light refreshments for all attendees for any training event. Facilities and all related costs will be at Client's expense.

ADDITIONAL PARTICIPANT FEES (to the extent applicable):

- A \$450.00 fee will be charged for each person over 50 not to exceed 60 total per Capturing Kids' Hearts® 1 Training.

Section 3: Investment

AGREEMENT:

By entering this Agreement, you agree to engage CKH as your provider for our Resources and all the Products and Services as outlined in the accompanying Products and Services section or that may later be mutually agreed between the parties with reference to this Agreement, each of which is incorporated into this Agreement in its entirety by this reference.

Until accepted by you this Agreement and its rates and other pricing terms are non-binding and will expire in 14 calendar days following June 3, 2026. To accept and receive the benefits of this Agreement, your signature and acceptance can only be confirmed by CKH upon our receipt of the signed return of this Agreement on or before, June 17, 2026.

PAYMENT TERMS:

The fees for each of the Products and Services and for your Access to Resources shall be determined based on the applicable Products and Services section as well as the other terms of this Agreement. In the case of Products and Services involving scheduled events, the fees (including travel, if applicable) will be billed when the corresponding Products and Services are provided or rendered.

Subscription(s) services shall commence upon the signing of this agreement or July 1, 2026 for the 2026-2027 school year(s) (whichever occurs later) through June 30, 2027. Unless terminated in writing, subscription service(s) will automatically renew on July 1st annually at current rates. Should subscription costs increase by more than 20% over this agreement, the Client will be given 60 days' notice of the rate increase.

Purchase Orders for each scheduled item that is part of the Products and Services section, must be submitted to CKH at least 45 days prior to the scheduled event.

Invoices are due upon receipt. Please make all checks payable to Capturing Kids' Hearts.

SURCHARGES & TAXES:

For Products or Services sold or accessed or Services performed in jurisdictions where taxes, including sales tax, apply to the corresponding transactions under this Agreement, Client shall be responsible for payment of such taxes or for



reimbursement of the payment of such taxes when they are paid by or for CKH.

Section 4: Policies

SCHEDULING:

CKH will need someone designated in Client organization to work with on scheduling and event planning needs.

CKH will contact you upon confirmed signing of this Agreement to begin setting up dates for Products and Services to be rendered on the applicable Products and Services section.

Confirmation of all scheduled dates of service will be made via email and is subject to cancellation terms as listed in this Agreement.

CKH may need to communicate with the Client's members/Participant(s) via e-mail to communicate pertinent details about events or products they are attending/experiencing. These e-mail addresses are not shared with any third-party organizations and are only used for the events they are attending. These email addresses are NOT used for soliciting purposes.

FACILITIES/EVENT SET-UP:

You and CKH will mutually agree upon the location of any event as part of the Products and Services section, which should be resolved at least 30 days prior to a scheduled service. CKH will provide event-specific details for any scheduled service (including square footage requirements, AV needs, schedule, and other logistics to be coordinated). Should any of those details need to be altered, prior approval by CKH would be needed.

RECORDING/MEDIA:

Video and/or audio taping of events is strictly prohibited without prior written approval by CKH.

Media representatives are not allowed to attend events without prior written approval by CKH.

DEPOSITS and CANCELLATIONS:

- No deposit is required.
- CKH requires a cancellation notice of 90 days prior to any scheduled date of service. A cancellation notice received inside the 90-day window will result in the full contractual fee being assessed as of the date of cancellation. To the extent not offset by duplicate expenses incurred by CKH, the fee charged for such cancellation may be credited to the event once that event is rescheduled, although any amounts paid for Products or Services that are unused by your organization within the 12 months following the date of signature of this Agreement will be forfeited.
- Nonrefundable travel expenses that Capturing Kids' Hearts has incurred as a result of the Client rescheduling or cancelling a service will be passed through to your organization.
- In the event an assigned CKH Consultant/Strategist is subject to illness, travel delay, or unavoidable emergencies, the event can be rescheduled/restructured/reassigned.
- Force Majeure: Except with regard to payment obligations, neither party shall be liable to the other for any failure or delay in performing its obligations under this Agreement where such failure or delay is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), pandemics, epidemics, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service, and no other Party will have a right to terminate this Agreement in such circumstances. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion so that other prudent precautions could be contemplated.

RESOURCES:



During the course of providing the Products and Services, participants will be provided with various Resources, some of which shall be distributed by hand or by email to participants during or in preparation or follow-up to particular events, and others of which shall be accessed through websites operated by CKH (“Websites”). For the purpose of accessing some or all of the Resources used during our provision of the Products and Services, you will be required to create an account through one or more of the Websites. In the process, you will be required to accept the Terms of Use for the Websites, which will govern your rights and obligations with respect to the content accessed through those Websites, to the extent such Terms of Use are consistent with this Agreement.

NONDISCRIMINATION REQUIREMENTS:

CKH is complying with all applicable federal nondiscrimination laws and regulations, including but not limited to: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §12131 et seq.), and the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.) CKH does not discriminate against any program participant, employee, or applicant for services on the basis of race, color, national origin, sex, disability, or age, and shall ensure that federal funds are not used for any program or activity that engages in such discrimination.

Section 5: Intellectual Property

COPYRIGHTS & TECHNOLOGY RIGHTS

CKH’s intellectual property is a crucial part of providing training materials and consulting services to its clients, and CKH could not continue its work if its clients did not honor and respect CKH’s intellectual property rights. All copyrights and other forms of intellectual property protection pertaining to the Resources, including without limitation all content and functionality on or of the Websites, as well as all text, graphics, images, logos, icons, audio, video, tables, algorithms, analytics, reports, and dynamic content associated with the Resources, whether prearranged or created or modified during the course of providing the Products and Services, as well as the selection, arrangement and “look and feel” of all the foregoing, (excluding personal data belonging to you or your authorized users) are the exclusive property of CKH or its licensors. **None of our work or work product is done on a “work for hire” basis, and all our material and work product is owned exclusively by CKH and is subject to one or more of the following: copyright, trademark, patent, license, or trade secret.** Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of CKH. By entering into this Agreement, you are expressly acknowledging and agreeing to the matters set forth in this paragraph and you are agreeing that none of the training materials, notebooks, videos, presentations, processes or concepts may be used by you, for any purpose, without the express advance written consent of CKH. All textual, dramatic, audio, and/or visual Resources are protected by U.S. and international copyright laws. All rights not expressly granted are reserved.

TRADEMARKS:

The trademarks, service marks, designs, and logos displayed on or in conjunction with the Products, Services, Resources or Websites (collectively, the “**Trademarks**”) are the registered and unregistered trademarks of CKH and its licensors. You agree that you will obtain advance written consent from CKH before referring to or attributing any information to CKH or its licensors in any public medium (e.g., signage, press releases, websites, etc.) for advertising or promotion purposes, or for the purpose of informing or influencing any third party, understanding that such consent may be denied for any or no reason. You also agree that you will not use or reproduce any Trademark of, or imply any endorsement by or relationship with, CKH or its licensors.

USE OF RESOURCES:

Capturing Kids’ Hearts grants individual participants of training a limited, non-exclusive, revocable, and non-transferable license for the Term of this Agreement to view, access, download, display, and otherwise use specific Capturing Kids’ Hearts Resources for their personal and classroom use only. Resources are made available to participants based upon their completed training and provided during training or through site content of Websites.



Access to Resources for participants is based upon both their completion of specific training(s) with Capturing Kids' Hearts and the contractual relationship between Capturing Kids' Hearts and the Client, the organization of which the participant is a current member. The relationship with a Client is documented in the products listed in the Products and Services Section and determines the varying levels of access to Resources based upon the training, products or subscriptions purchased. If the participant is no longer part of the Client's organization, the participant will no longer have access to the resources.

APPLICABLE RESTRICTIONS & REQUIREMENTS:

Any unauthorized use of Resources is prohibited and may violate copyright, trademark, patent, and other applicable laws or regulations and could result in criminal or civil penalties. All Resources are made available for use by you only to the extent that such use complies with all Applicable Restrictions & Requirements. For these purposes, "**Applicable Restrictions & Requirements**" means any and all of the following: (i) the provisions of this Agreement; (ii) the Terms of Use associated with the Websites; (iii) any other CKH agreements or Products and Services that may be applicable to you; (iv) any written instructions or restrictions provided to you by CKH; and (v) any instructions or restrictions printed on or otherwise accompanying any copies of the Resources that are provided to you, or that appear on Websites that are associated with such Resources. To be clear, except to the extent expressly permitted in writing as part of the Applicable Restrictions & Requirements, your rights do not include rights to do any of the following (collectively, "**Prohibited Actions**"), all of which you are prohibited from doing without CKH's express prior written consent: (i) reproduce, modify, translate, aggregate, distribute, sell, commercially exploit, transmit, post, make derivatives of, or publicly disclose any of the Resources, or any portion thereof, in any way not expressly permitted in writing by CKH; (ii) remove, redact, or omit any and all copyright and other proprietary notices displayed on the Resources or on any permitted copies thereof; (iii) use of any data mining, robots or similar data gathering or extraction methods in connection with the Resources or the Websites; (iv) download (other than page caching) of any portion of the Resources or the Websites except to the extent expressly authorized during provision of the Products and Services; (v) reverse engineer or access the Resources or the Websites in order to develop or use any competitive website, content, app, product or service; (vi) use any of the Websites, Products or Resources other than for their intended purposes; (vii) resell any Resources or other Products delivered or otherwise acquired by you during the course of the Services or otherwise through the Websites; (viii) store, transport or use any Products or Resources in an unsafe or reckless manner or in any manner prohibited by law or regulation; or (ix) use any of the Resources in any manner not permitted by law or regulation. CKH may also impose additional reasonable limits on the scope of your access to and use of the Resources, including limits on time or number of materials accessed or machines used to access such Resources, in part to prevent unauthorized third-party access to or use of such Resources.

AUTHORIZED INSTRUCTION AND REINFORCEMENT:

Only individuals who are officially certified by CKH and maintain active certification status are authorized to deliver "formal instruction", training, or facilitation of CKH content.

As a clarification, CKH's Process Champions Implementation Visits, Campus and District Traction Visits, subsequent trainings, etc., are structured to provide educators already trained in CKH-1 more tools to help coach educators from their school already trained in CKH-1 on the general principles and concepts of CKH, the CKH Process and associated CKH tools. For these educators who experience Process Champions or other consultative visits/trainings, they may reference, model, or reinforce the principles of CKH in the normal course of meetings, conversations, coaching sessions, or daily interactions, provided that such reinforcement does not constitute formal instruction or initial CKH training.

Clarification of "Formal Instruction"

"Formal instruction" refers to structured teaching sessions, workshops, or trainings (such as but not limited to Capturing Kids' Hearts 1 or 2, Process Champions, Leadership Blueprint, etc.) designed to educate others on the core methodologies, frameworks, or practices of CKH.

Brand Protection Note

Uncertified individuals or Client's designated CKH Process Champions may not represent themselves as certified facilitators, nor may they create or distribute instructional materials to support their role as a Process Champion or to reinforce the teaching of CKH.

CONFIDENTIALITY:



This Agreement and its various terms (including the pricing, combination of services and solutions, and other terms of all associated Products and Services section) as well as metrics, observations and personal information about Client's participants that may be contained or reflected in Deliverables (collectively, "**Confidential Information**") shall be treated as confidential by Client and shall not be disclosed to any third parties throughout the Term of this Agreement and for five (5) years thereafter. However, notwithstanding the foregoing, Client may disclose such Confidential Information in compliance with judicial or other governmental orders or open records requests, provided that (i) Client shall give CKH at least ten business days advance written notice before so disclosing in response to such orders or requests, and (ii) Client shall reasonably cooperate with CKH to accommodate any requests from CKH to secure protective orders or to limit the scope of responses to the extent legally permissible.

Section 6: Disclaimers

Client accepts and must accept all of the Resources, Access, Products and Services, including any work products, results or deliverables produced thereby (collectively, "**Deliverables**"), "AS IS" and with all faults and errors. CKH HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT MIGHT RELATE TO THE RESOURCES, ACCESS, SERVICES OR ANY DELIVERABLES, EXCEPT FOR ANY SPECIFIC WARRANTIES THAT MAY BE EXPRESSLY PROVIDED IN THE TERMS OF THIS AGREEMENT, IF ANY. The entire risk as to the functionality, operation, and results is with the Client, and neither CKH nor any of its Consultants or other representatives assumes any risk or obligation in connection therewith. CKH hereby disclaims any and all liability, risk, obligation, or responsibility for decisions made or actions taken by Client after use of the Products, Resources, Access, Services, or any Deliverables. CKH shall in no way be responsible or liable for CLIENT'S use of (1) the Resources, Access, Products, Services, or Deliverables, (2) the information and data provided by third parties in order to use the Resources, Access, Products, Services or Deliverables; or (3) the information or results obtained through the Resources, Access, Products, Services or Deliverables. CKH does not guarantee or warrant any particular result or success as a result of the use of the Resources, Access, Products, Services, or Deliverables. Instead, the Resources, Access, Products, Services, and Deliverables should be considered tools to assist the Client, but they should not be treated as a singular solution.

In no event shall CKH or any of its Consultants or other representatives be liable for or responsible for any indirect, incidental, or consequential damages or injuries related to Client's or its representative's use of: (1) the Resources, Access, Products, Services or Deliverables; (2) the information and data provided by third parties in order to use the Resources, Access, Products, Services or Deliverables; or (3) the information or results obtained through the Resources, Access, Products, Services or Deliverables. The maximum possible liability of CKH shall not exceed the lesser of (a) the amount that the Client paid for the Resources, Access, Products, Services, or Deliverables that directly relate to the claim giving rise to such liability or (b) the full retail cost of those same Resources, Access, Products, Services or Deliverables.

No information shared by CKH verbally or in writing can be constituted to be professional advice, such as medical, legal, financial, psychological, business, or counseling advice. Diagnosing medical or psychological conditions cannot be done through a coaching process and should only be done by licensed professionals.

Section 7: Entirety & Interpretation

Once accepted, this Agreement together with the Terms of Use associated with our Websites represents the entire agreement, and supersedes any and all previous understandings, between you and CKH as pertains to our Products and Services and your Access to Resources. To be valid and enforceable, any amendment or modification to this Agreement, which may be in the form of a subsequent Products and Services Amendment that expressly invokes this Agreement, must be in a writing and signed by the respective authorized representatives to be bound thereby. This Agreement shall be construed, interpreted, and enforced exclusively under the laws and venue applicable in College Station, Brazos County, Texas. Section and paragraph headings have been included in this Agreement in hopes of facilitating ease of reference, but such headings shall not affect the interpretation of this Agreement. In the event of any inconsistency that cannot be



reasonably resolved between this Agreement and an applicable Products and Services, the Products and Services section shall control for purposes of resolving the inconsistency, and a more recent Products and Services section shall control over inconsistent terms in Products and Services section(s). To the extent of any inconsistency that cannot be reasonably resolved between this Agreement and the Terms of Use associated with our Websites, this Agreement shall control throughout the Term, while the Terms of Use will control after the Term. You also agree that this Agreement will not be construed against CKH by virtue of having drafted it.

Section 8: Acceptance & Term

To indicate your acceptance of this Agreement without changes, the Client should have its authorized representative sign where indicated below and return the signed Agreement to Capturing Kids' Hearts via email to kim.herman@capturingkidshearts.org. Once returned, the date of your authorized representative's signature shall be treated as the effective start date of this Agreement. The enforceable term of this Agreement ("**Term**") shall extend until all services on the Products and Services section are from the Effective Date, unless sooner terminated, except that the Term shall be automatically extended through the last day of your Subscription Access, including any and all Renewal Terms for such Access.

Either party to this Agreement may terminate this Agreement at any point during the Term by providing ninety days' written notice to the other in the event that such other party materially breaches any provision of this Agreement, unless that other party cures such breach during those ninety days. All unpaid payment obligations and all rights and obligations under Intellectual Property of this Agreement shall survive any termination of this Agreement.

Section 9: Confirmation

On behalf of the Client, the undersigned individual hereby confirms that they have read and understand all the terms and conditions of this Agreement, and, as the contact person and authorized representative of the Client for all purposes of this Agreement, will endeavor to see that all policies and related details are understood and completed by all Client involved parties in the planning of the Products and Services. The undersigned individual applies their signature to this Agreement on behalf of their respective party for the purposes of entering into a legally binding contractual relationship between CKH and Client.

If you have any questions or need additional assistance, please do not hesitate to contact us.

San Benito Consolidated Independent School District

By:

Printed Name:
Client's Authorized Representative

Title:

Date:

Contact Information:

SERVICE AGREEMENT



Capturing Kids' Hearts

Attn: Kim Herman

kim.herman@capturingkidshearts.org

1199 Haywood Drive

College Station, TX 77845

Phone: 800-316-4311

Fax: 877-941-4700



Request Approval of the Memorandum of Understanding between San Benito CISD and Cameron County Juvenile Justice Department Prevention and Intervention Program for the 2026-2027 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve to the Memorandum of Understanding between San Benito CISD and Cameron County Juvenile Justice Department Prevention and Intervention Program for the 2026-2027 school year.

Rationale:

The purpose of this MOU is to establish a cooperative and mutual beneficial relationship between parties and to set forth the responsibilities of the parties in so far as they relate to the provision of prevention and intervention services being provided to youth who attend San Benito CISD.

Paperwork Impact:

Minimal

Budget:

Resource Personnel:

Dilia Cornett, Assistant Superintendent of Academics
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

N/A

MEMORANDUM OF UNDERSTANDING

CAMERON COUNTY JUVENILE JUSTICE DEPARTMENT

&

SAN BENITO CONSOLIDATED INDEPENDENT

SCHOOL DISTRICT

FY 2026-2027

Contract# JUV2027-204

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CAMERON COUNTY JUVENILE JUSTICE DEPARTMENT AND
SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is entered into by and between the Cameron County Juvenile Justice Department (hereafter known as CCJJD) and the San Benito Consolidated Independent School District (hereafter known as SBCISD). This MOU will be in effect for the **2026-2027** school year.

WHEREAS the purpose of this MOU is to establish a cooperative and mutually beneficial relationship between the parties and to set forth the responsibilities of the parties in so far as they relate to the provision of prevention and intervention services being provided to youth who attend SBCISD who are between the ages of 6-15 and are not on any type of supervision with the department.

WHEREAS CCJJD Prevention staff will be responsible for the activities and supervision of program youths referred to the Prevention and Intervention Program.

NOW, THEREAFTER in consideration of the mutual aims and desires of the parties to this MOU and in recognition of the public benefit to be delivered from an effective alignment of education services; the parties agree to the following:

TERM

The term of this MOU is from the date that both parties execute this document and terminates **August 31, 2027**.

SBCISD

1. SBCISD will be responsible for forwarding referrals to CCJJD staff if a youth needs prevention and intervention services. Priority will be youths between the ages of 6-15 who are truant, need assistance with tutoring, or have behavioral problems and are not on probation or pending supervision.
2. SBCISD will provide grades and attendance records to CCJJD for grant reporting purposes.
3. SBCISD will allow CCJJD staff to do activities and/or presentations on school campuses that will address truancy, academics, and behavioral problems.

CCJJD

1. CCJJD will be responsible for supervising the students, addressing any behavior issues and maintaining a safe environment for students and staff when students are attending the after-school program at the Cameron County Juvenile Justice Department facilities.
2. CCJJD will be responsible in implementing an evidence-based curriculum when doing group presentations with youths addressing their attendance and/or behavioral.
3. CCJJD will be responsible in maintaining sign-in sheets, and documentation needed for grant reporting purposes.
4. CCJJD will provide staff to do crisis intervention groups at PRC when requested by SBCISD.

JOINT EFFORTS

Both parties will ensure that communication, collaboration, cooperation, and coordination occur in efforts to provide a quality program.

NOTICES

Any amendments to this MOU must be made by mutual consent and with the best interest of students as a priority.

This agreement may be amended by written agreement when signed by both parties.

This Memorandum of Understanding shall be in effect from **September 1, 2026** through **August 31, 2027**.

Alfredo Perez
Superintendent of Schools
San Benito Consolidated Independent School District

Date

Rose M. Gomez
Chief Juvenile Probation Officer
Cameron County Juvenile Justice Department

Date

Honorable Judge Janet Leal, Chair
Cameron County Juvenile Board

Date



Request Approval of the Memorandum of Understanding between San Benito CISD and Cameron County Juvenile Justice Alternative Education Program (JJAEP) Services for the 2025-2026 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Memorandum of Understanding between San Benito CISD and Cameron County Juvenile Justice Alternative Education Program (JJAEP) Services for the 2025-2026 school year.

Rationale:

The purpose of this MOU is to establish a cooperative and mutually beneficial relationship between the parties and to set forth the responsibilities of the parties in so far as they relate to the provision of academic services being provided to youth expelled to Juvenile Justice Alternative Program (J.J.A.E.P.)

Paperwork Impact:

Minimal

Budgetary Information:

CCJJD agrees to pay SBCISD \$181,733.66 for two Certified Teachers per school year.

CCJJD agrees to pay SBCISD \$29,986.05 for one Special Education Teacher per school year.

CCJJD agrees to pay SBCISD \$12,700.00 for the Imagine Edgenuity Software usage per school year.

Resource Personnel:

Scott Hausler, Principal, Positive Redirection Center

Dilia Cornett, Assistant Superintendent of Academics

Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

N/A

MEMORANDUM OF UNDERSTANDING

CAMERON COUNTY JUVENILE JUSTICE DEPARTMENT

&

SAN BENITO CONSOLIDATED INDEPENDENT

SCHOOL DISTRICT

FY 2026-2027

Contract # JUV2027-201

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CAMERON COUNTY JUVENILE JUSTICE DEPARTMENT AND
SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is entered into by and between the Cameron County Juvenile Justice Department (hereafter known as CCJJD) and the San Benito Consolidated Independent School District (hereafter known as SBCISD). This MOU will be in effect for the **2026-2027** school year.

WHEREAS the purpose of this MOU is to establish a cooperative and mutually beneficial relationship between the parties and to set forth the responsibilities of the parties in so far as they relate to the provision of academic services being provided to youth expelled to **Juvenile Justice Alternative Program (J.J.A.E.P.)**

WHEREAS the CCJJD is responsible for providing an education for youth that are expelled from any school district within Cameron County Texas. CCJJD is responsible for the supervision and safety of those youth that are referred to the J.J.A.E.P.

NOW, THEREAFTER in consideration of the mutual aims and desires of the parties to this MOU and in recognition of the public benefit to be delivered from an effective alignment of education services; the parties agree to the following:

TERM

The term of this MOU is from the date that both parties execute this document and terminates **August 31, 2027**.

SBCISD

1. SBCISD agrees to provide one (1) certified teacher for every 24 students and one (1) Special Education Teacher and will bill CCJJD on a monthly basis per teacher based on population.
2. SBCISD agrees to be responsible for providing all educational services to the students being expelled to the Juvenile Justice Alternative Education Program (J.J.A.E.P.). All educational services will meet the requirements of the Texas Education Agency (hereafter known as TEA). SBCISD staff will work closely with CCJJD staff in efforts to provide a successful educational program.
3. SBCISD will be responsible for implementing the curriculum they chose to use at the JJAEP.
4. SBCISD will provide all devices for student instruction.
5. SBCISD will provide technical support to students enrolled at JJAEP.

6. SBCISD agrees to be responsible for providing all special education services and accommodations, plus any necessary equipment to those students requiring such services. In addition, all training that is required for the instruction of such services will be provided by SBCISD when needed or available.
7. SBCISD agrees to allow their staff to attend trainings with CCJJD in order to be in compliance with TJJJ standards and department policies.
8. SBCISD will maintain all attendance records and other academic records as required by TEA. CCJJD will also keep track of all attendance records and will disseminate those records to all school districts that are referring students to the JJAEP.
9. SBCISD will be responsible in providing the grades to the JJAEP Administrator so that they can be disseminated to the students, parents, and home school campuses.
10. SBCISD will provide qualified staff to provide all academic instruction.
11. SBCISD Food Services will provide breakfast and lunch meals for the JJAEP students.

CCJJD

1. CCJJD will be responsible for the day to day operations of the Juvenile Justice Alternative Program (J.J.A.E.P.)
2. CCJJD will be responsible for supervising the students, addressing any behavior issues and maintaining a safe environment for students and staff.
3. CCJJD will provide the JJAEP Principal, JJAEP Asst. Principal, JPO, Constable, Community Activities Officers, Administrative Assistant, Counselor, Nurse etc.
4. CCJJD agrees to pay SBCISD **\$181,733.66 for two Certified Teachers** per school year if more than 24 students are enrolled. SBCISD will bill CCJJD **\$90,866.83 a month** per certified teacher for every 24 students enrolled.
5. CCJJD agrees to pay SBCISD **\$29,986.05 for one Special Education Teacher** per school year.
6. CCJJD agrees to pay SBCISD **\$12,700.00 for the Imagine Edgenuity Software usage** per school year.
7. CCJJD agrees to follow SBCISD school calendar in order to ensure teachers on campus.
8. CCJJD will have a Deputy Constable and a Juvenile Probation Officer onsite to address behavior matters.
9. CCJJD will provide the transportation to and from the JJAEP campus for all students.
10. CCJJD will provide the facilities suitable for teachers to provide educational instruction.
11. CCJJD will be responsible in providing withdrawal PEIMS records and grades to the student's home school campus.
12. CCJJD will be responsible in providing the attendance to the student's home school campus.
13. CCJJD will provide all other staff needed to operate the day to day programming of the JJAEP.

14. CCJD will attend all expulsion hearings, ARD's, and transition hearings.

JOINT EFFORTS

Both parties will ensure that communication, collaboration, cooperation, and coordination occur in efforts to provide a quality program.

NOTICES

Any amendments to this MOU must be made by mutual consent and with the best interest of students as a priority.

This agreement may be amended by written agreement when signed by both parties.

This Memorandum of Understanding shall be effect from **August 10, 2026** through **August 31, 2027**.

Alfredo Perez
Superintendent of Schools
San Benito Consolidated Independent School District

Date

Rose M. Gomez
Chief Juvenile Probation Officer
Cameron County Juvenile Justice Department

Date

Honorable Judge Janet Leal, Chair
Cameron County Juvenile Board

Date



Request Approval of the Memorandum of Understanding between San Benito CISD and Cameron County Juvenile Justice Department for the 2026-2028 School Year

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Memorandum of Understanding between San Benito CISD and Cameron County Juvenile Justice Department for the 2026-2028 school year.

Rationale:

The purpose of the collaboration is to provide educational services to students detained at the Darrell B. Hester Juvenile Detention Center, the Amador R. Rodriguez Boot Camp, and the Ladies Inspired for Excellence Residential Program (LIFE).

Paperwork Impact:

Minimal

Budgetary Information:

Teacher salaries are budgeted yearly

Resource Personnel:

Dilia Cornett, Assistant Superintendent of Academics
Alfredo Perez, Superintendent of Schools

Board Policy Reference and Compliance:

N/A

MEMORANDUM OF UNDERSTANDING

CAMERON COUNTY JUVENILE JUSTICE DEPARTMENT

&

SAN BENITO CONSOLIDATED INDEPENDENT

SCHOOL DISTRICT

FY 2026-2028

Contract # JUV2027-202

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CAMERON COUNTY JUVENILE JUSTICE DEPARTMENT AND
SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is entered into by and between the Cameron County Juvenile Justice Department (hereafter known as CCJJD) and the San Benito Consolidated Independent School District (hereafter known as SBCISD). This MOU will be in effect for the **2026-2027 and 2027-2028** school year.

WHEREAS the purpose of this MOU is to establish a cooperative and mutually beneficial relationship between the parties and to set forth the responsibilities of the parties in so far as they relate to the provision of academic services being provided to youth detained at the **Darrell B. Hester Juvenile Detention Center, the Amador R. Rodriguez Academic & Vocational Center, and Ladies Inspired for Excellence Residential Program (LIFE).**

WHEREAS the CCJJD has custody of those youth that have been ordered detained as a result of their alleged/ adjudicated delinquent behavior. CCJJD is responsible for the supervision and safety of those youth in their custody.

NOW, THEREAFTER in consideration of the mutual aims and desires of the parties to this MOU and in recognition of the public benefit to be delivered from an effective alignment of education services; the parties agree to the following:

TERM

The term of this MOU is from the date that both parties execute this document and terminates **August 31, 2028.**

SBCISD

1. SBCISD will be responsible for providing all educational services to the students held in custody at the CCJJD's Pre and Post Adjudication Facilities. All educational services will meet the requirements of the Texas Education Agency (hereafter known as TEA). SBCISD staff will work closely with CCJJD staff in efforts to provide a successful educational program.
2. SBCISD will also be responsible for providing all special education services and accommodations, plus any necessary equipment to those students requiring such services that are held in custody at the CCJJD's Pre and Post Adjudication Facilities. In addition, all training that is required for the instruction of such services will be provided by SBCISD when needed or available.

3. SBCISD will maintain all attendance records and other academic records as required by TEA.
4. SBCISD will be responsible in providing withdrawal PEIMS records and grades to the resident's home school campus upon being released from the Pre and Post Adjudication Facilities.
5. SBCISD will provide qualified staff to provide all academic instruction.
6. SBCISD Food Services will provide breakfast and lunch meals for residents.

CCJD

1. CCJD will be responsible for supervising the students, addressing any behavior issues and maintaining a safe environment for students and staff.
2. CCJD will provide the facilities suitable for teachers to provide educational instruction.

JOINT EFFORTS

Both parties will ensure that communication, collaboration, cooperation, and coordination occur in efforts to provide a quality program.

NOTICES

Any amendments to this MOU must be made by mutual consent and with the best interest of students as a priority.

This agreement may be amended by written agreement when signed by both parties.

This Memorandum of Understanding shall be in effect from **September 1, 2026** through **August 31, 2028**.

 Alfredo Perez
 Superintendent of Schools
 San Benito Consolidated Independent School District

 Date

 Rose M. Gomez
 Chief Juvenile Probation Officer
 Cameron County Juvenile Justice Department

 Date

 Honorable Judge Janet Leal, Chair
 Cameron County Juvenile Board

 Date



Request Approval of the Memorandum of Understanding between San Benito CISD and Cameron County Juvenile Probation Department for the 2026-2028 School Years

Superintendent's Recommendation:

The Superintendent recommends to the Board of Trustees to approve the Memorandum of Understanding between San Benito CISD and Cameron County Juvenile Probation Department for the 2026-2028 school years.

Rationale:

The purpose of the collaboration is to provide educational services for high school students under probationary supervision.

Paperwork Impact:

Minimal

Budgetary Information:

Resource Personnel:

Dilia Cornett, Assistant Superintendent of Academics
Alfredo Perez, Acting Superintendent of Schools

Board Policy Reference and Compliance:

N/A

MEMORANDUM OF UNDERSTANDING

CAMERON COUNTY JUVENILE JUSTICE DEPARTMENT

&

SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

FY 2026-2028

Contract # JUV2027-203

**SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
and
CAMERON COUNTY JUVENILE JUSTICE DEPARTMENT**

MEMORANDUM OF UNDERSTANDING

The San Benito Consolidated Independent School District (SBCISD) and the Cameron County Juvenile Justice Department (CCJJD) agree to provide educational services to high school students under probationary supervision.

The terms and conditions set forth in the following document shall constitute the entire agreement between the CCJJD and SBCISD and may not be amended except by a written document signed by CCJJD and SBCISD.

San Benito Consolidated Independent School District will:

- Provide one secure office per site which includes one computer with internet access, one desk with chair, one functional telephone land line, and one telephone to implement the services agreed upon on this MOU;
- Provide the At-Risk Counselors and the Dropout Intervention Specialist at each campus to meet with the probation officer once a week to plan and communicate the juvenile's progress including but not limited to academic growth, attendance, behavior, substance abuse, etc...;
- Connect probation officer's computers to the Juvenile Case Management System (JCMS) for case management and juvenile referral information;
- Pay CCJJD \$50,000 (Fifty-thousand and zero cents) per school year which is payable on a monthly basis, for 1 (one) probation officer.

Cameron County Juvenile Justice Department will;

- Have on (1) juvenile probation officer to be assigned to San Benito CISD designated campuses and splitting their time accordingly based on the needs of the campus(s). A 2nd JPO can be added if funding is available.
- Provide a match for a minimum of up to \$50,000 (Fifty-thousand and zero cents) per school year for one juvenile probation officer;
- Have probation officer split their time between the high school, and 9th grade academy. If additional funding is available can add one more JPO to be assigned to the alternative campuses (i.e. Positive Redirection, Gateway) and to ensure compliance with compulsory education laws and to insure participation of activities designed to promote

student success by graduating in four years and/or pursuing a post secondary associate degree with the workforce skill certifications;

- Monitor juvenile's progress including but not limited to academic growth, attendance, behavior, substance abuse, etc...;
- Provide the probation officer at each campus to meet with the At-Risk Counselor and the Dropout Intervention Specialist once a week to plan and communicate the juvenile's progress including but not limited to academic growth, attendance, behavior, substance abuse, etc...;
- Require parents to partake in the planning, development, and implementation of each student's personal graduation plan;
- Provide office supplies to probation officer;
- Meet with students once a week; (i.e. Conditions, Deferred, Probation, Specialized Probation)
- Place students on a SBCISD attendance contract;
- CCJJD Supervisor and probation officer will meet with campus principal to address attendance and/or behavior issues, along with updating supervision status of students attending the campus;
- Require students to attend tutorial services as needed as part of probation requirements if students are failing classes or have not passed TAKS;
- Monitor students who attend summer school programs at each site; and
- Will work with the SBCISD Parental Involvement Department to collaborate and schedule parent and student activities which are specific for students on probation including but not limited to Alcohol and Substance Abuse Awareness, Set Rules and Guidelines at Home for Parents, Low Self Esteem, Personal Graduation Plans, and College Applications and Financial Aid Assistance;
- Provide Quarterly and Yearly reports;
- Probation Officer would be on campus four (4) days out of the week (8am – 3pm) and any schedule changes will be provided in a calendar and/or advised to the principal;
- Probation Officer will provide crisis intervention to both probation and non-probation youths while at the campus as needed.

MISCELLANEOUS TERMS

- It is understood and agreed that CCJJD is an independent contractor and that neither CCJJD and nor any employees or agents contracted by CCJJD shall be deemed for any purpose to be employees or agents of the San Benito Consolidated Independent School District.
- This agreement does not create a joint venture or business partnership under Texas law. CCJJD assumes full responsibility for the employment of such personal and volunteers while performing any services incident to this MOU and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding

of income taxes and social security) workers' compensation, disability benefits and like requirements and obligations.

- The Campus Principal is the point of contact at an individual campus. As a point of contact, the campus principal oversees the probation officer during regularly scheduled school hours. Therefore, the campus principal will be held accountable for the actions of the probation officer during the regularly scheduled school hours. The probation officer is expected to operate under the guidelines and policies set forth by SBCISD and the individual campus handbook in addition to guidelines set forth by Cameron County Juvenile Justice Department.
- This MOU may be amended or modified only in writing and executed by both parties. This MOU will be applicable for one year and may be terminated by either party upon written notice of thirty (30) days.

This Memorandum of Understanding shall be in effect from **September 1, 2026** through **August 31, 2028**.

Alfredo Perez
Superintendent of Schools
San Benito Consolidated Independent School District

Date

Rose M. Gomez
Chief Juvenile Probation Officer
Cameron County Juvenile Justice Department

Date

Honorable Judge Janet Leal, Chairperson
Cameron County Juvenile Board

Date