



Agenda of Regular Meeting SCHOOL BOARD LA JOYA INDEPENDENT SCHOOL DISTRICT

A Regular Meeting of the School Board of **LA JOYA INDEPENDENT SCHOOL DISTRICT** will be held on **Wednesday, January 7, 2026, beginning at 6:00 PM**, in the Staff Development Center Board Room at Nellie Schunior Administration Building, 200 W. Expwy 83, La Joya, TX 78560. A quorum of the Board and the presiding officer will be present at this location. Any Board members participating by videoconference will be in accordance with Section 551.127 of the Texas Government Code.

The subjects to be discussed or considered, or upon which any formal action may be taken, are listed below. Items do not have to be taken in the order shown on this meeting notice.

1. CALL MEETING TO ORDER - *(Other)*

2. ROLL CALL & DECLARE QUORUM - *(Other)*

3. PLEDGE OF ALLEGIANCE, *Julian Alvarez III, School Board President - (Other)*

4. PUBLIC COMMENTS - *(Synergy and Teamwork or Other)*

5. STAFF RECOGNITION(S) - *(Vision and Goals)*

5.1. Recognition of La Joya ISD Child Nutrition Services Department - South Texas Cooperative FY 2024-2025 Member Rebate, *presented by Mr. Rolando Hernandez, Director of Child Nutrition Services*

5.2. Recognition of La Joya ISD Police Officers and Security Personnel in Honor of National Law Enforcement Day: January 9, 2026, *presented by Mr. Leonardo Sanchez, Chief of Police*

6. SUPERINTENDENT'S UPDATE(S)/ANNOUNCEMENTS - *(Vision and Goals)*

6.1. Strategic Plan Update: Performance Monitoring Oversight Committee (PMOC), *presented by Dr. Marcey Sorensen, Superintendent of Schools*

7. LONE STAR GOVERNANCE

7.1. GPM 4.1: College Ready; TSI (Reading/Math), Associate Degrees; GPM 4.2: Career Ready; Industry-Based Certifications (IBC)/Completers, and GPM 4.3: Freshman On Track (FOT), *presented by Dr. Derek Little, Chief of Academics & School Leadership - (Progress and Accountability)*

7.2. CPM 3: Trust & Transparency Conditions: 2025-2026 Comprehensive Enrollment, Transfer & Master Scheduling Plan, Strategic Plan Updates, and Survey, *presented by Dr. Derek Little, Chief of Academics & School Leadership, and Ms. Jaime Miller, Chief of Human Capital & Talent Development - (Progress and Accountability)*

7.3. Lone Star Governance Time Use Tracker Report - December 10, 2025, *presented by Mr. Joseph Niedziela, Chief of Staff - (Progress and Accountability)*

8. CONSENT AGENDA ITEM(S) - (Systems and Processes)

To promote efficient meetings, the Board may act on more than one item by a single vote through the use of a consent agenda. The consent agenda shall be comprised of items specified in this Section for which the Superintendent anticipates no board deliberation prior to action being taken on the item and for which the Superintendent recommends approval. At the request of any member of the School Board, any item on the consent agenda shall be removed from the consent agenda and given individual deliberation and action. Requests for the removal of an item from the consent agenda are to be made to the presiding officer at the time that the consent agenda is up for consideration.

8.1. Academics & School Leadership:

8.1.1. Approval of Submission of 2026-2027 Nita M. Lowey 21st Century Community Learning Centers, Cycle 13, Year 1 Grant Application

8.1.2. Approval of Staffing Contract for the Special Education Department CSP #2026-27 (National Recruiting Consultants)

8.1.3. Approval of Staffing Contract for the Special Education Department CSP #2026-27 (Sunbelt)

8.2. Approval of Minutes:

8.2.1. Regular Meeting December 10, 2025

8.3. Business, Finance & Administrative Services:

8.3.1. Approval of November 2025 Tax Collector's Report

8.4. Information & Technology:

8.4.1. Approval of Region One Education Service Center ORION Consortium

8.5. Lone Star Governance:

8.5.1. Approval of Report on CPM 3: Trust & Transparency Conditions

8.5.2. Approval of Report on GPM 4.1: College Ready; TSI (Reading/Math), Associate Degrees; GPM 4.2: Career Ready; Industry-Based Certifications (IBC)/Completers, and GPM 4.3: Freshman On Track (FOT)

8.5.3. Approval of the Lone Star Governance Time Use Tracker Report - December 10, 2025

8.6. Operations & Infrastructure:

8.6.1. Approval of Fire Alarm Inspection & Repair Services CSP #2026-31

8.6.2. Approval of Auctioneer Services CSP #2026-33

9. CLOSED SESSION - (*Synergy and Teamwork*)

Closed Meeting will be held for the purposes authorized by the Texas Open Meetings Act, Texas Government Code Sections 551.001, 551.071, 551.072, 551.074, 551.076, 551.129, and 551.0821 et seq. concerning any and all purposes permitted by the Act, including but not limited to the sections and purposes listed below.

9.1. Consultation with the Board's Attorney. (Texas Government Code 551.071: For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law; and Texas Government Code 551.129: For the purpose of a private consultation with the Board's attorney by telephone conference call.)

9.2. Discuss Personnel Matters and Board and Superintendent Duties. (Texas Government Code 551.074: For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee, including Board Operating Procedures and Self-Assessment.)

9.3. Discuss Property Matters. (Texas Government Code 551.072: For the purpose of discussing the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.)

9.4. Discussion of Intruder Detection Audit Findings. (Texas Government Code 551.076: To consider the deployment, or specific occasions for implementation, of security personnel or devices; or a security audit.)

9.5. Personally Identifiable Information About Public School Students. (Texas Government Code 551.0821: For the purpose of deliberating a matter regarding a public-school student, if personally identifiable information about the student will necessarily be revealed.)

9.6. Pursuant to Texas Government Code Section 551.074, deliberate regarding proposed nonrenewal of contract employees subject to program change reduction in force.

10. RECONVENE IN OPEN SESSION - (*Systems and Processes*)

11. ACTION & DISCUSSION ITEM(S) - (*Systems and Processes*)

11.1. Approval of Staffing Contract for the Special Education Department CSP #2026-27 (eLuma), *Item Lead: Dr. Derek Little, Chief of Academics & School Leadership*

11.2. Approval of Staffing Contract for the Special Education Department CSP #2026-27 (Presence Learning), *Item Lead: Dr. Derek Little, Chief of Academics & School Leadership*

11.3. Approval of Phase III - Financial Audit Services RFQ #2025-12, *Item Lead: Ms. Mirgitt Crespo, Chief of Business, Finance & Administrative Services*

11.4. Approval of District-Wide Secure Area Fencing CSP #2026-38, *Item Lead: Mr. Joseph Niedziela, Chief of Staff*

11.5. Consider and Take Possible Action to Propose Nonrenewal of Contract Employees Subject to Program Change Reduction in Force, *Item Lead: Ms. Jaime Miller, Chief of Human Capital & Talent Development*

12. CALENDAR - (Other)

12.1. January 2026: School Board Recognition Month

12.2. January 9, 2026: National Law Enforcement Day

12.3. January 21, 2026: Regular Board Meeting

13. SCHOOL BOARD MEMBERS AND SUPERINTENDENT REMARKS - (Other)

14. ADJOURNMENT - (Synergy and Teamwork)

A handwritten signature in black ink, reading "Marcey Sorensen", is centered on the page. The signature is written in a cursive style and is positioned above a horizontal line.

Dr. Marcey Sorensen
Superintendent of Schools

Posted: December 19, 2025
By: Mari Elizondo @ 2:30 p.m.



La Joya Independent School District Board Agenda Item Submission

Board of Education Meeting: January 7, 2026

Strategic Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Staff Recognition

Item Title: Recognition of La Joya ISD Child Nutrition Services Department- South Texas Cooperative FY 2024-2025 Member Rebate

BACKGROUND:

Recognition of CNP-STC 2024-2025 Fiscal Year Rebate Check \$15,127.41


RATIONALE:

After the reconciliation of the CNP-STC 2024–2025 fiscal year, Region One ESC issued rebates to all eligible CNP-STC members. This rebate reflects 100% of the vendor service fees collected through Labatt Food Service on qualifying USDA Foods purchases. This recognition highlights the department’s effective management of resources and continued commitment to maximizing funds that support student nutrition services.

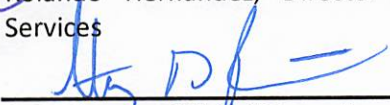
BUDGET:

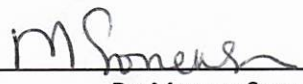
	Cost	Funding Source	Vendor
	N/A	N/A	N/A
	Purchasing Mechanism		Additional Documentation
	N/A		N/A

RECOMMENDATION: It is recommended to acknowledge the Child Nutrition Services Department’s strong fiscal management and successful recovery of funds that support student meal programs. This acknowledgment also reinforces transparency and celebrates the team’s proactive efforts in securing financial returns that benefit the district.

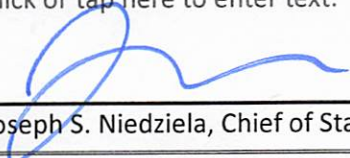
Initiated by: 
Rolando Hernandez, Director of Child Nutrition Services

Approved for Submission to the Board of Education:

Reviewed by: 
S. B. Pierson, Chief of Operations and Infrastructure


Dr. Marcey Sorensen
Superintendent of Schools

BF&AS
Reviewed by: Click or tap here to enter text.

Executive Cabinet
Review by: 
Joseph S. Niedziela, Chief of Staff



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

TO: Rolando Hernandez, La Joya ISD

FROM: Lori Atwood Ramos, Purchasing Director

SUBJECT: Child Nutrition Program-South Texas Cooperative FY 2024-2025 Member Rebate

DATE: October 27, 2025

Thank you for your participation in the Region One Education Service Center Child Nutrition Program-South Texas Cooperative (CNP-STC). The CNP-STC utilizes a vendor service fee to cover expenses related to the administration and operation of the CNP-STC in the amount of \$0.01 per \$1.00 purchased on applicable cooperative contracts.

After reconciling the CNP-STC's 2024-2025 fiscal year, Region One ESC will be rebating each eligible CNP-STC member 100 percent (100%) of the vendor service fee collected through Labatt Food Service on qualifying USDA Foods items purchased.

This letter and the enclosed back-up documentation demonstrate the cooperative's compliance with all applicable credits, rebates, discounts, and USDA Foods values credited back to the Child Nutrition Program-South Texas Cooperative member.

La Joya ISD Child Nutrition Program's rebate amount is: \$15,127.41

The above rebate must be recorded to the nonprofit school food service account.

If you have any questions, please contact me.

Thank you,

Lori Atwood Ramos
Purchasing Director
Region One Education Service Center
1900 W. Schunior
Edinburg, Texas 785241
Phone: 956.984.6123
Email: laramos@esc1.net



DATE: December 18, 2020
 \$ 15,127.41
 Fifteen Thousand, One Hundred Twenty Seven and 41/100 DOLLARS
 FOR: Region One Education Service Center
 USA Post-Box 3725

REGIONAL ONE ESC
 STUDENT

La Joya ISD



La Joya Independent School District Board Agenda Item Submission

Board of Education Meeting: January 7, 2026

Strategic Priority: Priority 1 - Excellence in Leadership

Agenda Category: Staff Recognition

Item Title: Recognition of La Joya ISD Police Officers and Security Personnel in Honor of National Law Enforcement Day: January 9, 2026

BACKGROUND:

RATIONALE:

The Administration proudly recognizes the La Joya ISD Police Officers and Security personnel in honor of National Law Enforcement Day on January 9, 2026.

BUDGET:


Cost N/A	Funding Source N/A	Vendor N/A
Purchasing Mechanism N/A		Additional Documentation N/A

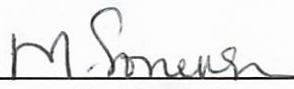
RECOMMENDATION:

The administration recommends recognition of the La Joya ISD Police Officers and Security personnel in honor of National Law Enforcement Day.


Initiated by: 
Leonardo Sanchez, Chief of Police

**Approved for Submission
to the Board of Education:**

Reviewed by: 
Leonardo Sanchez, Chief of Police


Dr. Marcey Sorensen
Superintendent of Schools

BF&AS
Reviewed by: _____

Executive
Cabinet
Review by: 
Joseph Niedziela, Chief of Staff



La Joya Independent School District Board Agenda Item Submission

Board of Education Meeting: January 7, 2026

Strategic Priority: Priority 3 - Thriving Students

Agenda Category: Consent Item

Item Title: Approval of Submission of 2026-2027 Nita M. Lowey 21st Century Community Learning Centers, Cycle 13, Year 1 Grant Application

BACKGROUND:

The Nita M. Lowey 21st CCLC, Cycle 13 grant provides federal funding to support high-quality out-of-school programs offering academic support, enrichment, and family engagement for students at high-need schools.

RATIONALE:


Applying for the 2026–2027 Nita M. Lowey 21st CCLC, Cycle 13 grant will allow La Joya ISD to expand high-quality afterschool programs aligned with district, state, and federal goals. Grant funding will support targeted tutoring, STEAM enrichment, college and career exploration, social-emotional learning, and family engagement to improve academic outcomes, attendance, and student development.

BUDGET:

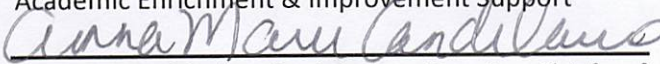
<i>Cost</i>	<i>Funding Source</i>	<i>Vendor</i>
Award Amount: \$2,000,000	N/A	N/A
 <i>Purchasing Mechanism</i>		 <i>Additional Documentation</i>
N/A		Program Guidelines 2026-2027 Nita M. Lowey 21st CCLC, Cycle 13, Year 1, and Partnership Letters

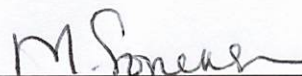
RECOMMENDATION:

Administration Recommends Approval

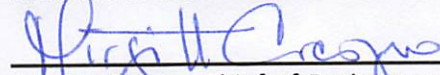
Initiated by: 
Mrs. Veronica Chavez, Executive Director for Academic Enrichment & Improvement Support


Approved for Submission to the Board of Education:

Reviewed by: 
Ms. Anna Marie Candelario, Deputy Chief of Academic Advancement and School Performance



Dr. Marcey Sorensen
Superintendent of Schools

BF&AS Reviewed by: 
Mirgitt Crespo, Chief of Business and Administrative Services

Executive Cabinet Review by: 
Dr. Derek Little, Chief of Academic and School Leadership

Program Guidelines

2026-2027 Texas ACE – Nita M. Lowey 21st Century Community Learning Centers, Cycle 13, Year 1

Application Due Date

11:59 p.m. Central Time, February 17, 2026

Authorized by

Public Law 114-95, Elementary and Secondary Education Act of 1965, as amended by Every Student Succeeds Act, Title IV, Part B (20 U.S.C. 7171-7176)

Introduction to the Program Guidelines

TEA, as the pass-through entity¹, is the grantee² from the U.S. Department of Education (USDE) and TEA awards subgrants to non-federal entities³ such as school systems, including school districts, charter schools, and education service centers (ESCs), and to a lesser degree institutions of higher education (IHEs), and nonprofit organizations (NPOs) who are the agency's subgrantees⁴. These guidelines apply to all subgrantees of TEA, regardless of whether referenced herein as subgrantee or grantee. For purposes of this document, TEA may use the terms grantee and subgrantee synonymously for its subrecipients.

This part of the request for application (RFA), Program Guidelines, is to be used in conjunction with the [General and Fiscal Guidelines](#) and any application instructions. The Standard Application System (SAS) consists of all schedules (i.e., forms) to be completed in order for the applicant to be eligible for funding. The application to which these guidelines and instructions refer must be submitted electronically through the eGrants system.

For applicants selected for funding, all guidelines and instructions will be incorporated by reference into the Notice of Grant Award (NOGA).

¹ Pass-through entity is defined as a non-Federal entity that provides a subaward to a subrecipient to carry out part of a federal program. (2 CFR 200.74)

² Grantee is defined as the legal entity to which a grant is awarded and that is accountable to the federal government for the use of the funds provided. The term "grantee" does not include any secondary recipients, such as subgrantees and contractors that may receive funds from a grantee. (34 CFR 77)

³ Non-federal entity is defined as a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient. (2 CFR 200.69)

⁴ Subgrantee is defined by TEA to be the same as a subrecipient which is defined as a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. (2 CFR 200.93) Subgrantee is defined in 34 CFR 77 as the legal entity to which a subgrant is awarded and that is accountable to the grantee for the use of the funds provided.

Reference to the General and Fiscal Guidelines

The Program Guidelines provide information specifically relevant to this grant program. The [General and Fiscal Guidelines](#) provide information relevant to all TEA grant programs. Throughout the Program Guidelines, cross-references are given to applicable sections of the [General and Fiscal Guidelines](#). It is critical that you review all referenced sections of the [General and Fiscal Guidelines](#) when preparing your application.

Errata Notices

See the [General and Fiscal Guidelines](#), Errata Notices.

Overview of Competitive Process

The following steps provide a high-level overview of the process for responding to Informal Discretionary Competition (IDC), including submitting an IDC application, and being selected for funding:

1. TEA publishes competitive application and supporting documents on the [TEA Grant Opportunities](#).
2. Eligible applicants submit competitive application, and any required attachments to TEA via eGrants by the specified deadline.
3. Competitive applications are reviewed and scored. Note: The highest scoring applicants may be required to attend an oral interview or respond to questions regarding their competitive application.
4. TEA announces applicants selected for funding on the TEA [Grants Awarded Data](#) webpage and via email.
5. *For competitive applicants selected for funding, the competitive application will serve as the grant application. This eliminates the need for selected applicants to submit a separate grant application.*
6. TEA staff conducts narrative and budget negotiations on the competitive application.
7. Notice of Grant Award (NOGA) issued upon successful completion of the negotiation process.

Email Bulletins

See the [General and Fiscal Guidelines](#), GovDelivery Bulletins.

Contact for Clarifying Information

Grant Program Contact

Sarah Daly, 21st CCLC State Coordinator
Division of Expanded Learning Models
21stCentury@tea.texas.gov
Phone: (512) 463-8282

Funding Contact

Competitive Grants Unit
Grants Administration Division
Competitivegrants@tea.texas.gov
Phone: (512) 463-8525

US Department of Education and/or State Appropriations

The following is provided in compliance with the US Department of Education Appropriations Act:

Total funds available for this project	\$52,000,000*
Percentage to be financed with federal funds	100%
Amount of federal funds	\$52,000,000*
Percentage to be financed from nonfederal sources	0%
Amount of nonfederal funds	\$0

***Important funding notice:** Awards are dependent upon the State receiving the Federal Grant Award Notice (GAN) from the United State Department of Education (USDE). The Texas Education Agency has not received a preliminary funding amount for the next fiscal year. Without this information, TEA is projecting funding amounts based on previous cycles however, this is subject to change once the Federal GAN is received. If the funding is not received Cycle 13 will not be funded and no awards will be issued.

Competitive Timeline

For all dates related to the grant, including reporting dates, see the [TEA Grant Opportunities](#) page. If a report due date falls on a weekend or holiday, the report will be due the following business day. All dates except the grant ending date may vary slightly as conditions require.

Date	Event
November 14, 2025	Competitive application available in eGrants . RFA available; notice of the RFA published in the <i>Texas Register</i>
November 21, 2025	Last date to submit questions to be addressed in the Applicants' Conference/Webinar to: 21stCentury@tea.texas.gov by 5:00pm. See General and Fiscal Guidelines , Applicants' Conference/Webinar
December 5, 2025	Applicants' Conference/Webinar Pre-record and posted by 4:00 p.m. CST on the TEA Grants Opportunities webpage.
December 8 th , 2025	Technical Assistance Office Hour at 10:00-11:00 a.m. CST. Office hours for questions regarding gaining access to TEAL, eGrants and troubleshooting application submission issues only. Register here
December 12, 2025	Due date for the Notice of Intent to Apply
December 12, 2025	Last date to submit questions for FAQs to: 21stCentury@tea.texas.gov by 5:00pm. See General and Fiscal Guidelines , Frequently Asked Questions
December 19, 2025	FAQs posted to TEA Grant Opportunities page
January 14, 2026	Technical Assistance Office Hours at 11:00 a.m.-12:00 p.m. CST. Office hours for questions regarding gaining access to TEAL, eGrants and troubleshooting application submission issues only. Register here
January 20, 2026	Technical Assistance Office Hours, 2:00-3:00 p.m. CST. Office hours for questions regarding gaining access to TEAL, eGrants and troubleshooting application submission issues only. Register here
January 23, 2026	Technical Assistance Office Hours, 2:00-3:00 p.m. CST. Office hours for questions regarding gaining access to TEAL, eGrants and troubleshooting application submission issues only. Register here

Date	Event
February 17, 2026	Due date for the competitive application, which must be submitted via eGrants . The competitive application must be received by the TEA via eGrants by 11:59 p.m., Central Time . See General and Fiscal Guidelines , Competitive Application Due Date and Time
February 17, 2026 – July 1, 2026	Competitive review period. See General and Fiscal Guidelines , Competitive Review Process
July 1, 2026	Anticipated award announcement. Award announcement is dependent upon receiving the Federal GAN (Grant Award Notice). If the notification is late, the timeline may be delayed. If the funding is not received Cycle 13 will not be funded and no awards will be issued.
September 1, 2026	Beginning date of grant (if selected for funding). See General and Fiscal Guidelines , <i>Grant Period</i>
June 02, 2027	Final date to submit an amendment (if selected for funding)
August 31 st , 2027	Ending date of grant (if selected for funding). See General and Fiscal Guidelines , <i>Grant Period</i>

Grant at a Glance

This section provides fundamental information pertinent to the grant program.

Authorizing Legislation

Public Law 114-95, Elementary and Secondary Education Act of 1965, as amended by Every Student Succeeds Act, Title IV, Part B (20 U.S.C. 7171-7176)

Purpose of Program

Nita M. Lowey 21st Century Community Learning Centers (CCLC)

The Federal Nita M. Lowey 21st CCLC program supports the creation of community learning centers that provide academic and enrichment opportunities during non-school hours for students, particularly students who attend high-poverty and low-performing schools. The program helps students meet State and local student standards in core academic subjects, such as reading and math; offers students a broad array of enrichment activities that can complement their regular academic programs; and offers literacy and other educational services to the families of participating children. Title IV, Part B, specifies that 21st CCLC funds are to be used to provide opportunities for communities to establish or expand activities in community learning centers that do the following:

- Provide opportunities for academic enrichment, including providing tutorial services to help students, particularly students who attend low-performing schools, to meet the challenging State academic standards.
- Offer students a broad array of additional services, programs, and activities, such as youth development activities, service learning, nutrition and health education, drug- and violence-prevention programs, counseling programs, arts, music, physical fitness and wellness programs; technology education programs, financial literacy programs, environmental literacy programs, mathematics, science, career and technical programs, internship or apprenticeship programs, and other ties to an in-demand industry sector or occupation for high school students that are designed to reinforce and complement the regular academic program of participating students.
- Offer families of students served by community learning centers opportunities for active and meaningful engagement in their children's education, including opportunities for literacy and related educational development.

21st CCLC program activities must meet the following Federal measures of effectiveness.

- Be based upon an assessment of objective data regarding the need for afterschool and summer programs and activities in the schools and communities.
- Be based upon an established set of performance measures aimed at ensuring the availability of high-quality academic and enrichment opportunities.
- Be based upon evidence-based research that the program or activity will help students meet the challenging State academic standards and any local academic standards.
- Ensure that measures of student success align with the regular academic program of the school and the academic needs of participating students.

Texas ACE

The Texas 21st CCLC program operates as Texas Afterschool Centers on Education (Texas ACE). When referencing the federal program, 21st CCLC will be the naming convention, but in other circumstances, the State's program will be referred to as either Texas 21st CCLC or Texas ACE.

This application is grounded in the [Texas ACE Roadmap to High-Quality Out-of-School-Time](#). It is recommended that applicants review the roadmap to fully understand the program expectations and required state activities. Texas ACE programs are required to participate in state activities that support continuous improvement, including quality and compliance monitoring, state and local evaluation, training, and technical assistance.

Eligible Applicants

See the [General and Fiscal Guidelines](#), Eligibility for Funding.

Eligible Entities

The eligible applicants are:

- School systems, including local educational agencies (LEAs), independent school districts (ISDs), and open-enrollment charter schools
- Regional education service centers (ESCs)
- Community-based organizations (CBOs) including Faith-based organizations (FBOs)
- Tribal organizations (as such terms are defined in section 4 of the Indian Self-Determination and Education Act (25 U.S.C. 450b))
- Other public or private entities
- A consortium of two or more eligible organizations

An entity is ineligible if it meets the following conditions.

- The entity was deemed ineligible for a Cycle 11 (Y2, Y3, Y4, or Y5) or Cycle 12 (Y2, Y3) continuation application by TEA.
- The entity selected not to complete a Cycle 11 (Y2, Y3, Y4, or Y5) or Cycle 12 (Y2, Y3) continuation application and voluntarily ended the program before the end of the grant cycle.

Each eligible applicant is limited to one grant application. Each grant application is limited to a maximum of 10 centers, with each center serving a primary campus with up to two additional feeder schools. If multiple applications are submitted for the same eligible campus or campuses, all such applications will be disqualified from peer review.

Applicants must include required program-related attachments 1-5 to be eligible for funding as these attachments are necessary for determining the criteria listed above. Failure to include these required attachments could result in an application being disqualified or being deemed ineligible for funding. More information regarding the required attachments for this RFA can be found beginning on page 24 of these program guidelines.

Eligible Campuses

Applications must propose to serve campuses that are eligible for schoolwide programs under ESSA, Title I, Part A, Section 1114 and had an economically disadvantaged (low-income) rate of at least 40% during the 2024-2025 school year.

A campus is ineligible if it meets the following conditions. Applications that propose to serve one or more ineligible campuses will be deemed ineligible for peer review.

- The campus was newly opened in the school year 2025-2026.
- The campus is an active center or center feeder in the Texas ACE - 21st CCLC, Cycle 12 grant.
- The campus serves pre-kindergarten only.

Applicants that propose to serve campuses that meet the following conditions will receive priority points. Choosing not to serve campuses that meet these priorities will not disqualify the application.

- **Federal Priority 1: Target Services A** – The campus is implementing comprehensive support and improvement activities or targeted support and improvement activities under ESSA, Title I Part A, Section 1111(d).
- **Federal Priority 1: Target Services B** – The campus has an at-risk average above the state average.
- **State Priority 1: Previous Performance** - The campus is an active center in the Texas ACE – 21st CCLC, Cycle 11 grant that met all student and adult family member participation requirements, and operation requirements in Year 3 and Year 4.

Priority points will be given to applications that include a center or centers that meet the following conditions:

- **Federal Priority 2: Partnership** - The center will operate in partnership between two eligible entities consisting of not less than one school system and another eligible entity. **A letter or letters of support outlining the partnership(s) must be attached to the application.**

- **State Priority 2: 175+ Instructional Calendar** - The center will be hosted on a campus that has a 2025-2026 calendar with at least 175 instructional days. **A board approved calendar must be attached to the application.**

Eligible Participants

Programs may serve students enrolled in Pre-Kindergarten through Grade 12. Grantees must use a comprehensive, campus-based needs assessment process to identify and serve students who would most benefit from assistance in meeting State standards in reading and math, as well as participation in enrichment activities that complement the regular academic program.

The grant program must also provide the families of the students served in the grant program with opportunities for active and meaningful engagement in their children's education, including opportunities for literacy and related educational development.

Expenditures for Prekindergarten-only centers are not allowed. Prekindergarten students may be served on a limited and targeted basis and when the evidence is compelling that expenditures on these students would be the most beneficial use of funds toward achieving goals of the program.

Eligibility List

Eligibility List

An Eligibility List that includes eligible campuses and campuses that meet the requirements for Federal Priority 1A, Federal Priority 1B, and State Priority 1 is posted in the Application and Support Information section of the [TEA Grant Opportunities](#) page (Reference 1).

Shared Services Arrangement

See the [General and Fiscal Guidelines](#), Shared Services Arrangements, eGrants SSA Application Designation and Certification Form (ADC).

Shared services arrangements (SSAs) **are** allowed. Only school systems and Education Service Centers are eligible for Shared Service Arrangements.

Regional Education Service Centers (ESCs) **may** serve as fiscal agents for an SSA for this grant.

Important**- All school systems and ESCs applying as part of an SSA must submit the Application Designation and Certification Form (ADC) prior to application submission. This includes the fiscal agent and all member districts/school systems. The fiscal agent must complete and submit the ADC first, so the member districts/school systems can select the correct fiscal agent from the drop-down menu when completing and submitting their own ADC. Reminder, the ADC can only be submitted by a person with the role of Grantee Official in eGrants.



La Joya Independent School District
Office of Academic Advancement
& School Performance
200 West Expressway 83
La Joya, Texas 78560
Telephone (956) 323-2560

School Board
Julian Alvarez III, President
Anita Chavez, Vice-President
Alyssa Peña, Secretary
Celso Gomez Jr., Member
Dr. Rosalva Hernandez, Member
Dr. Carlos Margo, Member
Jessica Ochoa, Member

January 7, 2026

Mike Morath
Commissioner
Texas Education Agency
1701 North Congress Ave.
Austin, Texas 78701-1494

Re: *2026–2031 Nita M. Lowey 21st CCLC, Cycle 13*

Dear Commissioner Morath:

This letter is to confirm the full support of the La Joya ISD School Board for the 2026–2031 Nita M. Lowey 21st CCLC Cycle 13 grant program application being submitted by the La Joya ISD Academic Enrichment Department. The School Board fully understands the significant benefits these centers will provide to students' educational achievement, as well as the positive impact on families and the broader community.

Through the implementation of Texas ACE centers across our district, thousands of students will receive high-quality after-school enrichment and academic support, and a few hundred will be served through a robust summer learning program. The La Joya ISD School Board is committed to ensuring that the Texas ACE program is implemented effectively, and that staff, campus leaders, and district administration actively seek additional resources and methods to sustain the program beyond the funding cycle.

Based on prior experience with after-school programs, the School Board is prepared to address potential challenges, including:

- Ensuring students have access to high-quality enrichment programs that provide varied activities to accommodate different learning styles, schedules, and circumstances.
- Actively recruiting a qualified pool of after-school teachers and tutors across the district and supporting them with training to ensure high-quality, equitable supervision and delivery of enrichment programs.
- Offering professional development opportunities to all La Joya ISD staff to ensure they are prepared to support after-school instruction and enrichment activities.
- Identifying additional funding sources and resources to supplement program activities and professional development.

In addition, the La Joya ISD School Board commits to fully supporting the recruitment, hiring, and retention of all full-time required staffing outlined by TEA for Cycle 13. This includes:

- One dedicated full-time Project Director per grant who will serve as the primary point of contact with TEA and lead all compliance, operations, budget management, staff supervision, strategic planning, and internal monitoring.
- One dedicated full-time Program Specialist per grant to provide subject matter expertise in areas such as family engagement, community engagement, accelerated learning, High-Quality Instructional Materials (HQIM), High-Impact Tutoring (HIT), summer programming, and ongoing coaching and professional development.
- One dedicated full-time Site Coordinator per center to oversee daily program operations, recruitment and retention of staff and students, development of activity schedules, communication with school and community partners, and compliance with TEA data and reporting requirements.

The Board affirms its commitment to staffing these required positions with highly qualified individuals who have classroom experience and the appropriate certifications. These staff members will receive full support from both campus and district levels to ensure all grant expectations are carried out with fidelity.

Through the implementation of the Texas ACE program, students will have opportunities to:

- Participate in academic enrichment and tutoring to meet challenging state standards.
- Engage in a broad array of services and activities, including youth development, leadership and life skills workshops, STEM/STEAM, arts, music, physical fitness and wellness, social-emotional programs, counseling, nutrition and health education, technology education, and financial literacy.
- Involve families in meaningful educational activities and workshops that support student learning and growth.
- Access career-oriented programs, including workforce skills, high school equivalency courses, English language classes, parenting, and life skills training.

The School Board recognizes that the Texas ACE program aligns directly with the La Joya ISD 2030 Strategic Plan and district priorities, including:

- Excellence in Leadership: Developing staff capacity and supporting leadership at all levels.
- Empowered Graduates: Preparing students for college, career, and life through rigorous academics and real-world experiences.
- Thriving Students: Supporting student academic growth, mental health, socio-emotional well-being, and enrichment opportunities.

- Community Trust, Unity, and Partnership: Engaging families and fostering collaborative community partnerships.
- Educational Excellence: Ensuring all students have equitable access to high-quality, best-fit learning opportunities.

The La Joya ISD School Board is committed to monitoring the progress of Texas ACE centers and feeder schools through ongoing oversight by district administration, campus leadership, and the Texas ACE Project Director. Documentation and quarterly updates will be provided to the School Board to ensure program success and continuous improvement.

We wholeheartedly support the 2026–2031 Nita M. Lowey 21st CCLC Cycle 13 grant application and commit to making every effort to sustain and expand the program to maximize student and family impact.

Sincerely,

Julian Alvarez, School Board President

Date

Anita Chavez, School Board Vice-President

Date

Alyssa Pena, School Board Secretary

Date

Celso Gomez Jr, School Board Member

Date

Dr. Rosalva Hernandez, School Board Member

Date

Dr. Carlos Margo, School Board Member

Date

Jessica Ochoa, School Board Member

Date

Mrs. Veronica Chavez, Executive Director for Academic Enrichment and Improvement Support
Educational Excellence: The Right of Every Student



La Joya Independent School District
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& School Performance**
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January 7, 2026

Mike Morath
Commissioner
Texas Education Agency
1701 North Congress Ave.
Austin, Texas 78701-1494

Re: 2026–2031 Nita M. Lowey 21st CCLC, Cycle 13

Dear Commissioner Morath:

This letter is to confirm the full support of the La Joya ISD Superintendent's Cabinet for the 2026–2031 Nita M. Lowey 21st CCLC Cycle 13 grant program application being submitted by the Academic Enrichment Office of La Joya ISD. The Superintendent's Cabinet, including the Superintendent of Schools, Chief of Staff, Chief of Business and Administrative Services, Chief of Human Capital and Talent Development, Chief of Academics and School Leadership, Chief Technology Officer, and Chief of Operations & Infrastructure, fully understands the significant impact this program will have on students, families, and the community.

Through the implementation of Texas ACE centers across our district, students will have access to high-quality after-school enrichment, academic support, and socio-emotional development opportunities. The Superintendent's Cabinet is committed to ensuring the program's effective implementation, monitoring, and sustainability, and to supporting campus and district staff in meeting program goals.

The Superintendent's Cabinet is prepared to support the Texas ACE program by:

- Ensuring students have access to high-quality, engaging, and diverse enrichment opportunities that accommodate different learning styles, schedules, and needs, including virtual and in-person programming.
- Overseeing program implementation in alignment with district priorities, policies, and health and safety guidelines.
- Supporting professional development for teachers, tutors, and program staff to enhance instructional quality and student outcomes.
- Allocating resources and identifying supplemental funding opportunities to ensure sustainability and maximize program impact.

- Collaborating with campus leaders, the Academic Enrichment Office, and the Texas ACE Project Director to monitor program progress, address challenges, and ensure continuous improvement.

In addition, the La Joya ISD Superintendent's Cabinet affirms full support for the recruitment, hiring, and retention of all full-time required staffing outlined by TEA for Cycle 13. This includes securing and supporting:

- One dedicated full-time Project Director per grant, who will serve as the primary point of contact with TEA and lead all compliance, operations, budgeting, staff supervision, strategic planning, and internal monitoring.
- One dedicated full-time Program Specialist per grant to provide subject matter expertise in family engagement, community engagement, accelerated learning, High-Quality Instructional Materials (HQIM), High-Impact Tutoring (HIT), summer programming, and ongoing coaching and professional development.
- One dedicated full-time Site Coordinator per center to oversee daily program operations, staff and student recruitment and retention, activity schedule development, partnership communication, and compliance with TEA reporting and data requirements.

The Superintendent's Cabinet affirms its commitment to ensuring these required positions are staffed with highly qualified individuals with experience in the classroom and respective certifications who will receive full district support from campus level to district level to carry out all grant expectations with fidelity.

Through participation in the Texas ACE program, students will have opportunities to:

- Receive academic enrichment and tutoring to meet state academic standards.
- Engage in programs supporting leadership, life skills, STEM/STEAM, arts, physical fitness, mental health, socio-emotional development, and career readiness.
- Access parent and family engagement opportunities to strengthen home-school connections and support student learning.
- Participate in programs that promote attendance, grades, promotion, graduation, and overall well-being.

This program aligns directly with the La Joya ISD Strategic Plan 2030 and district priorities, including:

- Excellence in Leadership: Strengthening staff capacity and leadership at all levels.
- Empowered Graduates: Preparing students for college, career, and life through rigorous academics, enrichment, and real-world experiences.

- Thriving Students: Supporting student academic growth, socio-emotional well-being, and healthy lifestyles.
- Community Trust, Unity, and Partnership: Engaging families and the community in meaningful ways.
- Educational Excellence: Ensuring equitable access to high-quality, best-fit learning opportunities for all students.

The Superintendent's Cabinet fully supports the 2026–2031 Nita M. Lowey 21st CCLC Cycle 13 grant application and will actively collaborate to ensure the Texas ACE program's success and sustainability throughout the grant cycle.

Sincerely,

La Joya ISD Superintendent's Cabinet

_____	_____
Dr. Marcey Sorensen, Superintendent of Schools	Date
_____	_____
Joseph Niedziela, Chief of Staff	Date
_____	_____
Mirgitt Crespo, Chief of Business and Administrative Services	Date
_____	_____
Jaime Miller, Chief of Human Capital and Talent Development	Date
_____	_____
Dr. Derek Little, Chief of Academics and School Leadership	Date
_____	_____
Haissam Mayasi, Chief Technology Officer	Date
_____	_____
S. B. Pierson, Chief of Operations & Infrastructure	Date



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& School Performance
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January 7, 2026

Mike Morath
Commissioner
Texas Education Agency
1701 North Congress Ave.
Austin, Texas 78701-1494

Re: 2026–2031 Nita M. Lowey 21st CCLC, Cycle 13

Dear Commissioner Morath:

This letter is to confirm that I, _____, School Principal at _____ Elementary, fully support the 2026–2031 Nita M. Lowey 21st CCLC Cycle 13 grant application being submitted by La Joya ISD. I understand the significant benefits that having an After School Center of Education (Texas ACE Center) housed at our campus will bring to our students and families, positively impacting students' instructional performance and socio-emotional growth.

Through the implementation of the Texas ACE program, our campus will strive to provide students with:

- Opportunities for academic enrichment, including tutorial services by certified teachers and/or tutors, to meet challenging state academic standards.
- A broad array of programs and activities, such as youth development, leadership and life skills workshops, service learning, counseling programs, socio-emotional support, arts, music, physical fitness and wellness, STEM/STEAM, technology education, and financial literacy programs.
- Opportunities for family engagement, including workshops, educational resources, and activities that connect parents and caregivers to their children's learning and development.
- Participation in a robust summer program offering academic support, enrichment activities, and opportunities to reinforce learning and growth beyond the regular school year.

In addition, our Texas ACE Center will coordinate with feeder schools to ensure equitable access to high-quality programs and services. We understand that participation in this program requires compliance with all state and federal guidelines, and activities will be designed to reinforce and complement the regular academic programs, supplementing—not supplanting—existing campus offerings.

The Texas ACE program aligns directly with La Joya ISD's Strategic Plan 2030 and District Priorities, including:

- Excellence in Leadership: Developing student leaders and supporting staff through professional development.
- Empowered Graduates: Supporting life skills, college and career readiness, and academic achievement.
- Thriving Students: Promoting social-emotional development, mental health, and student well-being.
- Community Trust, Unity, and Partnership: Engaging families and building strong partnerships with the community.
- Educational Excellence: Ensuring all students have equitable access to enrichment, support services, and high-quality learning opportunities.

I wholeheartedly support the 2026–2031 Nita M. Lowey 21st CCLC Cycle 13 grant application and will make every effort to ensure the Texas ACE program's success and sustainability at our campus. For additional information regarding this letter or the program, please contact me at _____.

Sincerely,

_____, Campus Principal

Date



La Joya Independent School District Board Agenda Item Submission

Board of Education Meeting: January 7, 2026

Strategic Priority: Priority 3 - Thriving Students

Agenda Category: Consent Item

Item Title: Approval of Staffing Contract for the Special Education Department CSP #2026-27 (National Recruiting Consultants)

BACKGROUND:

La Joya ISD Issued CSP# 2026-27 to secure qualified staffing services for the Special Education Department to address ongoing shortages in critical instructional and related-service positions. The solicitation sought vendors capable of providing certified teachers, licensed related-service providers, and support personnel in accordance with IDEA, Section 504, ADA, and district policies. Proposals were evaluated for the best value, focusing on vendor qualifications, staffing capacity, recruitment practices, background checks, and required insurance.

RATIONALE:

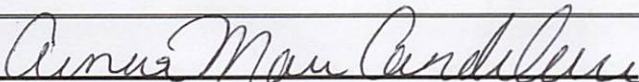
Specialized staffing is essential for meeting federal and state service requirements and ensuring students receive timely evaluations and IEP-aligned instruction. Awarding this contract provides the District with reliable access to qualified personnel, reduces service gaps, and supports ongoing compliance. The selected vendor will manage recruitment, placement, credential verification, and substitutes, helping maintain continuity of services and supporting student outcomes across all campuses.

BUDGET:

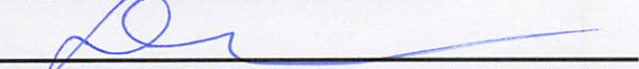
Cost: \$168,720.00	Funding Source 192-11-6299-00-870-6-23-000	Vendor National Recruiting Consultants – Carrollton, TX
Purchasing Mechanism CSP #2026-27		Additional Documentation Agreement

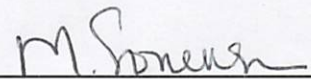
RECOMMENDATION:


Administration recommends approval with expenditures to be incurred on an as-needed basis according to the District’s staffing requirements.

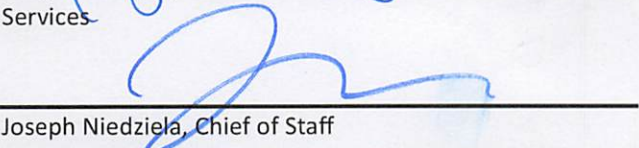
Initiated by: 
Ms. Anna Marie Candelario, Deputy Chief of Academic Advancement and School Performance

Approved for Submission to the Board of Education:

Reviewed by: 
Dr. Derek Little, Chief of Academic and School Leadership


Dr. Marcey Sorensen
Superintendent of Schools

BF&AS Reviewed by: 
Mirgitt Crespo, Chief of Business and Administrative Services

Executive Cabinet Review by: 
Joseph Niedziela, Chief of Staff



NATIONAL RECRUITING
—CONSULTANTS—

National Recruiting Consultants Client Service Agreement

This Service Agreement is entered into between **La Joya ISD** ("Client") and **National Recruiting Consultants, LLC** ("NRC") a Texas Limited Liability Company in Dallas, Texas.

- 1. DESCRIPTION OF SERVICES.** NRC will use its best efforts to recruit qualified Candidate(s) to staff Client's facility(ies) in accordance with Client's specifications to exclude North Carolina locations. Client specifies the assignment job parameters, including the hours and location where services are to be provided. NRC shall be responsible for ensuring all Candidate(s) comply with all pertinent terms and conditions of licensure and/or credentials, Client onboarding requirements, including mandatory criminal history reviews, and documentation required by the U.S. Citizenship and Immigration Services to prove legal status to work as well as maintain responsibility, as employer, for the payment of wages and for any mandatory withholdings and contributions.
- 2. INSURANCE AND SAFETY LAWS.** NRC shall maintain, during each assignment, general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate per year, covering the sole negligent acts or omissions which may give rise to the liability for services provided under this Agreement, NRC shall maintain workers' compensation coverage of not less than \$1,000,000 per occurrence or such limits required by state law. While NRC will give each Candidate a safety and standards manual relating to safety, universal precautions, other safety issues and HIPAA regulations, Client will also provide each Candidate with, as needed, site-specific training, orientation, and equipment. Further, Client will only assign Candidates to work in the specialty areas in which they are professionally qualified and oriented to work. In the event of any sentinel event or actual or threatened claim arising out of or relating to the acts or omissions of Candidate, Client shall provide NRC written notice of such claim immediately and, in no event more than 30 days after Client knew, or reasonably should have known, of such claim.
- 3. RATES AND TIMEKEEPING SCHEDULE.** Agreed upon rates, timekeeping schedule and other job parameters are specified in the Confirmation Letter ("CL"); the CL is binding and in conjunction with this Agreement. Upon receipt of CL, Client agrees to provide written objections within 48 hours and if no objection is made then Client agrees to sign and send back CL within same timeframe. All rates are inclusive of any and all expenses incurred during onboarding or while on assignment. Candidate(s) will enter time worked into an electronic timesheet system designated by NRC. Client shall designate an authorized agent to review and approve all time and approved expenses no later than Monday by 5 p.m. CST of each week. Client's approval of Candidates' time certifies that the hours submitted are correct, the work was performed to Client's satisfaction and authorizes NRC to bill Client for the hours worked. If Client's authorized agent fails to timely report time worked to NRC, all time submitted by Candidates, in accordance with CL, will be considered accurate. If a Clinician does not report to work for a scheduled shift due to illness or some other reason outside of Client's control, Client will not be billed for those hours. Make-up of lost time will be at the mutual agreement of Client and NRC.
- 4. INVOICING.** All payments are due within 20 business days of receipt of an itemized invoice. Client will reimburse NRC for charges NRC may incur due to insufficient funds of a returned check. Client further agrees to reimburse NRC for reasonable attorney's fees and collection costs in the event it becomes necessary, but only if NRC has provided at least one (1) written notification of past due invoice and has not received payment within 20 business days of Client's receipt of the notice.
- 5. EQUAL EMPLOYMENT OPPORTUNITY POLICY.** Both parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state or local laws. Client will promptly investigate allegations of discrimination, harassment and retaliation and will report to NRC any suspected discrimination, harassment and/or retaliation either by or against Clinicians immediately.
- 6. TERMINATION OF ASSIGNMENT.** After acceptance of a CL and at any point during assignment, Client may cancel the assignment for any reason and without penalty upon written notice to NRC. Any termination shall take effect immediately.
- 7. INDEMNIFICATION.** NRC shall indemnify and hold Client and its affiliates, and their respective employees and agents harmless from any and all liabilities, demands, actions, claims, judgments, losses, damages, and costs (including reasonable attorneys' fees) brought by any third party and arising out of or related to NRC's or NRC's employees' gross negligence or willful misconduct.
- 8. PERFORMANCE EVALUATIONS.** Client agrees to complete a written evaluation regarding the performance of each Candidate upon completion of his or her assignment, and to forward this evaluation to NRC within 15 days. Client may complete the performance evaluation on either the form NRC provides or a comparable form of Client's choosing.
- 9. NON-SOLICITATION AND CANDIDATE CONVERSION.** Client, subsidiary or any affiliate introduced to a Candidate by Client agrees to not recruit, employ or contract services from a NRC referred Candidate whether



directly or indirectly within two (2) years from the time of introduction by NRC to the District. After two (2) years from the time of introduction by NRC to the District, there is no buy-out fee if the contractor converts to a full-time employee with the District. Should the client directly hire any NRC contractor within two (2) years of the contractor beginning work for the Client, there is a one-time fee due equal to 10% of the school districts salary of that employee.

- 10. **TERM.** This Agreement will be in effect for two years. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect on the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.
- 11. **GOVERNING LAW.** This Agreement, for all purposes, shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in a state or federal court located in Hidalgo County, Texas.
- 12. **FAMILY EDUCATION RIGHTS AND PRIVACY ACT.** Where applicable, NRC will comply with all laws, rules, and regulations pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g et seq. ("FERPA") and acknowledges that certain information about Client's students may be contained in records maintained by NRC and the Clinician and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect relevant records in accordance with FERPA and Client policy. If required by Client, Clinicians will execute a FERPA acknowledgement outlining appropriate confidentiality guidelines. Notwithstanding the foregoing, Client will not, unless necessary in furtherance of this Agreement, disclose such information to NRC or Clinicians, and Client will not, under any circumstances, allow Clinicians to remove such information from Client facilities. Except where required by law, NRC will not disclose to any third party, without prior consent of a parent/guardian and written consent of Client, any information regarding students that NRC may learn or obtain during the performance of this Agreement.
- 13. **IMMUNITIES.** Nothing in this Agreement waives or alters any immunities provided to Client, its officers, employees or agents under Texas or federal law.
- 14. **ISRAEL/TERRORIST ORGANIZATION/ANTI-BOYCOTT/DISCRIMINATION.** Pursuant to Texas Government Code Chapter 2271, NRC represents and warrants to the Client that NRC does not boycott Israel and will not boycott Israel during the term of this Agreement. NRC verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If NRC has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement. NRC represents and warrants to the Client that NRC does not boycott energy companies as contemplated by Chapter 809 of the Texas Government Code and will not boycott energy companies during the term of this Agreement. NRC further represents and warrants to the Client that NRC does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Texas Government Code and will not so discriminate during the term of this Agreement.

Client Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

NRC Signature: Stefanie Murphy
 Printed Name: Stefanie Murphy
 Title: CRO
 Date: Dec 18 2025 08:51 PST



La Joya Independent School District Board Agenda Item Submission

Board of Education Meeting: January 7, 2026

Strategic Priority: Priority 3 - Thriving Students

Agenda Category: Consent Item

Item Title: Approval of Staffing Contract for the Special Education Department CSP #2026-27 (Sunbelt)

BACKGROUND:

La Joya ISD Issued CSP# 2026-27 to secure qualified staffing services for the Special Education Department to address ongoing shortages in critical instructional and related-service positions. The solicitation sought vendors capable of providing certified teachers, licensed related-service providers, and support personnel in accordance with IDEA, Section 504, ADA, and district policies. Proposals were evaluated for the best value, focusing on vendor qualifications, staffing capacity, recruitment practices, background checks, and required insurance.

RATIONALE:

Specialized staffing is essential for meeting federal and state service requirements and ensuring students receive timely evaluations and IEP-aligned instruction. Awarding this contract provides the District with reliable access to qualified personnel, reduces service gaps, and supports ongoing compliance. The selected vendor will manage recruitment, placement, credential verification, and substitutes, helping maintain continuity of services and supporting student outcomes across all campuses.

BUDGET:

Cost	Funding Source	Vendor
\$124,800.00	192-11-6299-00-870-6-23-000	Sunbelt – Oldsmar, FL
Purchasing Mechanism		Additional Documentation
CSP #2026-27		Agreement

RECOMMENDATION:

Administration recommends approval with expenditures to be incurred on an as-needed basis according to the District’s staffing requirements.

Initiated by: Anna Marie Candelario
Ms. Anna Marie Candelario, Deputy Chief of Academic Advancement and School Performance

Approved for Submission to the Board of Education:

Reviewed by: Derek Little
Dr. Derek Little, Chief of Academic and School Leadership

Dr. Marcey Sorensen
Dr. Marcey Sorensen
Superintendent of Schools

BF&AS Reviewed by: Mirgitt Crespo
Mirgitt Crespo, Chief of Business and Administrative Services

Executive Cabinet Review by: Joseph Niedziela
Joseph Niedziela, Chief of Staff



CLIENT SERVICES AGREEMENT

Education Division

Sunbelt Staffing, LLC (the “Company”) and **La Joya Independent School District** whose principal location is 201 E Expy 83, La Joya, TX 78560 (“Client”) enter into this non-exclusive Client Services Agreement (the “Agreement”) for the purpose of referring and placing Company’s employees (the “Consultant” or “Consultants”) with Client. This Agreement shall govern the overall terms of the relationship, while a separate Client Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. Scope of Services

The Company, a staffing agency in the business of providing supplemental staffing to the public and private education sector, will use commercially reasonable efforts to provide Consultants to Client on a temporary basis or, if specifically requested by Client, for permanent placements. The parties agree that Company cannot guarantee the result or performance of the Consultants placed on a temporary or permanent basis. Client attests that it currently holds and agrees it will maintain all requirements necessary to operate its business and to utilize the Consultants in the positions assigned. If a Consultant is unable to complete the specified assignment, Company may use its commercially reasonable efforts to find a replacement in a timely manner; provided that, Client will not be charged for the period during which no Consultant is provided by the Company for such specified assignment.

2. Independent Contractor

The parties agree that the relationship of each to the other is that of an independent contractor. Nothing in this Agreement shall be interpreted or construed as creating or establishing a joint venture, merger, or any business partnership between Client and Company. All Consultants will remain employees of the Company, which is solely responsible for providing and maintaining payroll services for any Consultant placed with Client, maintaining payroll records, and withholding and remitting all payroll taxes and social security payments, unless the parties otherwise agreed to in writing. Company does not ordinarily use subcontractors in providing services. Should the need to use a subcontractor arise, the Company will obtain prior written approval from the Client in advance of the assignment.

3. Term of Agreement

This Agreement begins on the date of the latest signature below (“Effective Date”) and remains in effect for a period of one (1) year (the “Initial Term”) unless terminated earlier in accordance with the provisions of this Agreement. Following the Initial Term, this Agreement will automatically renew for successive one-year periods. If either party elects not to renew, all obligations under this Agreement will cease at the end of the current term, except those provisions that survive termination in accordance with Section 30 of this Agreement.

4. Telepractice Services

Company, at Client’s request, may provide telepractice services through its teletherapy provider VocoVision. Should utilization of VocoVision occur, Client will receive **Addendum A – Teleservices Assignment Confirmation** which outlines specific terms and conditions regarding VocoVision’s telepractice services.

5. Insurance

Company will maintain at least the following minimum amounts of insurance:

- a) General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.
- b) Workers Compensation - in accordance with state regulations.
- c) Employer’s Liability - \$1,000,000.
- d) Excess Liability over General Liability and Employer’s Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.
- e) Professional Liability - \$1,000,000 per occurrence and \$3,000,000 aggregate.
- f) Sexual Abuse and Molestation - \$1,000,000 per claim and \$3,000,000 aggregate



CLIENT SERVICES AGREEMENT

Education Division

6. Competency and Licensing

Company will use its reasonable best efforts to present only Consultants qualified for their discipline based on the applicable Department of Education licensing and certification requirements, professional standards, and Client requirements for the disciplines placed with Client. The Company will conduct pre-employment screenings to provide Consultants who meet the applicable standards and Client requirements. To assist in these efforts, Client will provide Company with all necessary standards and Client requirements for each discipline a Consultant may work in. Client acknowledges that it possesses the unique and necessary knowledge to assess the qualifications of any Consultant referred to work with Client, and Client agrees that it has the ultimate responsibility of approving a Consultant's licensure, certifications, and qualifications as acceptable for Client in the assigned discipline. To this end, Company will promptly make available to Client all necessary Consultant records that Company may disclose and may, at Client's discretion, facilitate an interview between Client and Consultant to assist in the assignment decision. If Client becomes aware of any notices, findings, or information, including but not limited to fingerprint search results, that may negatively impact the start or continuation of an assignment, Client will notify Company in writing within seven (7) business days of Client's knowledge of such information and will provide Company with all relevant and necessary details regarding the situation. Failure to notify Company may result in the termination of this Agreement and any current or future assignments.

7. Credentialing and Onboarding

Consultants assigned to Client must pass all required background checks, fingerprinting, and security screenings in accordance with federal, state, and local requirements as applicable to Client and the assigned discipline. Client will confirm that Consultants meet these requirements prior to the start of an assignment.

Client acknowledges that Consultants must complete Company's onboarding and credentialing processes prior to the start of an assignment, and Client agrees that Consultants may not provide any services prior to their completion of onboarding and credentialing. Company will provide Client with written notice of Consultant's completion of onboarding and credentialing and Consultant's authorization to begin work. If Client knowingly authorizes a Consultant to begin work before completion of the onboarding and credentialing process, Client accepts full responsibility for such authorization. To the extent permitted by law, Client agrees that in no instance is Company liable to Client for any decision to authorize work without Company's written approval and confirmation of completion of onboarding and credentialing.

8. On-Site Responsibility

Client will provide Consultants with orientation to all Client specific policies, procedures, and processes necessary to provide services, including but not limited to safety policies and procedures, and Client will provide all reasonable support, facilities, training, direction, and means for Consultants to satisfactorily complete the assignment. Client acknowledges that Company does not provide special education, therapy, nursing, or related services and only provides candidate identification and placement services. As such, the provision of Consultant's services is not supervised by Company. Client will provide Consultant and Company written notice and contact information of the Client supervisor assigned to each Consultant. At all times, Consultants are subject to Client's guidance, supervision, and control for the work performed and services provided. Client is responsible for Consultant's adherence to the applicable standards of practice and Client requirements, and only Client is responsible for determining the appropriate services to be provided by Consultant. Client will not require Consultant, at any time, to perform work or provide services that are outside the scope of the duties and responsibilities of their assigned position, and Client will not require Consultant to perform work at any location other than the location(s) agreed upon with Company. Client will not allow, request, or require that Consultants use any automobile, regardless of ownership, or Consultant's personal devices in performance of any work for Client without the written consent of Company. Client acknowledges that any deviation from Client's policies and procedures, as orientated to Consultants, should be promptly, but in no event later than within seven (7) business days, reported in writing and directly to Company so it may offer correction and/or counseling to the Consultant.



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9. Administrative Responsibilities

Client is responsible for orienting Consultants to Client's policies and procedures regarding the submission of any paperwork required for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. Should Consultant fail to submit paperwork as required by Client's policies and procedures, Client will notify Company in writing promptly, but in no event later than seven (7) business days after Client's knowledge of the alleged failure. Failure to timely notify Company or notify Company before an assignment ends negates any Client claim to withhold payment due to untimely work and/or paperwork non-compliance.

Where required by federal, state, or local law, Client acknowledges it is responsible for providing and administering meal and rest periods to Consultants in accordance with such laws because Company does not maintain control over Client's workplace. If Client operates in such a jurisdiction, Client will provide a written policy outlining Client's requirements and procedures to Company and Consultants, and Client will provide appropriate training to Consultants so they may comply with such policy. Client will promptly notify Company in writing if it is unable or unwilling to provide or administer legally required meal and rest breaks. In such an event, Company may immediately terminate any or all current and future assignments with Client. In the event of any inquiries regarding meal and rest break compliance, Client and Company will cooperate in good faith to resolve the matter in accordance with applicable laws and best practices. If corrective action is necessary, the parties will work together to determine an appropriate resolution.

10. Workplace Conditions and Reporting of Work-Related Injuries

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed necessary for the positions to which Consultants are assigned. Client warrants that, to the knowledge of the authorized officer executing this Agreement, its facilities and operations comply with all applicable federal, state, and local safety and health laws, regulations, and standards, including but not limited to all applicable workplace safety standards. Client agrees it is responsible for providing all necessary safety training and equipment to Consultants, and for each Consultant's compliance with applicable health and safety requirements, including those instituted by Client. Client ensures compliance with all applicable workplace safety obligations, including general training on the reporting of work-place injuries or incidents, and occupational exposure to bloodborne pathogens. Records of such occurrences will be maintained by Client and will be accessible to Company. In the event of a workplace injury, incident, or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the appropriate treating department as per Client protocol. Consultant will concurrently report any workplace injury, incident, or exposure to Company for the purpose of reporting such event to Company's workers' compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for providing written notification of such change to both Company and Consultants.

11. Employment of Consultants

If, within one (1) calendar year of Company introducing or referring a Consultant to Client or the end of a Consultant's assignment with Client, whichever is later, Client hires, contracts with, or refers a Consultant to a third-party, in each case, other than through such Consultant's response to a general employment solicitation by Client, Client agrees this constitutes a permanent placement and agrees to compensate Company for its time and efforts. The compensation owed to Company for a permanent placement as described in this section shall be the greater of: i. Twenty-Two Thousand Five Hundred Dollars (\$22,500), or ii. Thirty-Five Percent (35%) of the Consultant's first-year compensation from Client or third-party. For purposes of this clause, "introduce" and "refer" shall include any instance where Client has received information about a Consultant from Company or has interviewed, communicated with, or otherwise engaged in discussions with a Consultant as a result of Company's services, but excludes any communication, contract, or placement arising from such Consultant's response to a general employment solicitation by Client. The



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parties agree that this section is intended to provide fair compensation to Company for its services, and it does not, in any way, restrict Client's right to hire a Consultant introduced or referred by Company.

12. Equal Opportunity and Workplace Harassment

Both parties agree to provide equal opportunity to all Consultants and agree that they will not discriminate against, harass, or retaliate against any Consultant based on race, religion, color, sex, national origin, age, disability, veteran status, or any other status or condition protected by applicable federal, state, or local laws. Client will promptly investigate all allegations of discrimination, harassment, and retaliation in accordance with its district policies, and will promptly, but in no event later than seven (7) business days, report to Company any such incident or suspected incident involving a Consultant and Client employees or agents or occurring at Client's worksites.

13. Timekeeping and Invoicing

Client will in no way interfere with Consultants' obligations to accurately record the start and stop times for all hours worked in accordance with Client's policies and utilize Client's designated method for submission of Company's timesheet. Timesheets and/or timesheet approvals are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Company will generate an invoice based on timesheets submitted. Each invoice will contain a unique invoice number, date(s) of services provided, Consultant name, job title, hourly bill rate, total hours billed, and total amount due. Company pays overtime in compliance with federal, state, and local laws. Client agrees to be billed at one and one-half (1.5) times the regular bill rate for all hours when Company is required to pay overtime. Pre-approval by the Client is required for overtime hours prior to any such hours being worked. Client will notify Company of any errors within fifteen (15) business days of the date of invoice, and Company agrees that all non-disputed amounts are due and payable according to the standard payment terms contained herein. Company and Client will work in good faith to resolve any errors, and Company will provide a corrected invoice mutually acceptable to both parties within ten (10) business days of a resolution. In the event Client fails to report errors within thirty (30) days, disputes will not be accepted, and the invoice will be due and payable in full.

14. Payment Terms, Default Charges, and Minimum Wage Increases

Company will submit invoices to Client on a weekly basis for all services provided during the previous week. **Client's payment is due within fifteen (15) days of receipt of invoice.**

Invoices are considered past due if not paid within five (5) business days after the by the agreed upon due date. Client agrees to pay all necessary collection costs, including reasonable attorney's fees and costs. Company reserves the right to approve or discontinue any extension of credit and the terms governing such credit.

If Company is required to increase Consultant's compensation due to minimum wage increases or experiences an increase in compensation costs as a direct result of any law, order, or other government action, Client agrees that Company may increase the bill rates at a proportional level. Company agrees it may only increase bill rates up to a level that places Company in the same position it was prior to such law, order, or action. Company will provide fifteen (15) business days written notice to Client prior to any such change taking effect.

15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND WILL NOT BE LIMITED BY THESE PROVISIONS.



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16. Incident and Error Tracking

Client will report to Company any performance issues, incidents, errors, or other similar events related to the work or services provided by Consultants. Company will document reported incidents and may track all such events for quality assurance purposes. All supporting documentation is required within five (5) business days of an appropriate Client administrator's knowledge of the occurrence.

17. Termination of Assignment With Cause

Immediately upon Client's knowledge, Client will report to Company any behavior issue, deviation from the accepted standards of practice, policies, and procedures as orientated to Consultant, or incident that would be considered adverse to Client's operations. In such an event, Client may request, in writing, that Company facilitate the immediate removal of Consultant. Client agrees it will not immediately remove a Consultant or terminate an assignment unless Company has been notified in writing or, based on Client's good faith assessment, that immediate dismissal is necessary to protect Client's operations. Upon termination of assignment or removal of a Consultant, Client will provide documentation specifying the reasons and facts of the termination to Company within three (3) business days. If Client does not report such deviation(s) and terminates an assignment or does not provide the required documentation following a termination, Client will be assessed an amount equal to five (5) days of billings at the bill rates and minimum hours agreed upon in the applicable Client Assignment Confirmation.

Client is responsible for all costs and fees up to the point of termination. Client will provide Company a five (5) business days exclusivity period to refill the position in the event of termination with cause. Should Company identify a suitable Consultant, Client will agree to the original or extended terms of the terminated Consultant's assignment. In the event a replacement Consultant requires higher compensation, Client shall retain the right to approve any increase the bill rate to put Company in the same position as it was before the termination.

18. Termination of Agreement and Termination of Assignment Without Cause

Client may terminate an assignment or this Agreement upon forty-five (45) days written notice. Client is responsible for all charges and fees prior to notice date and through the 45-day period of notice. If Client is unable to or does not provide forty-five (45) days written notice, Client will be billed for forty-five (45) days at the agreed upon regular bill rate and minimum hours for all terminated assignments. In the event of termination without cause, Client is responsible for any housing and travel costs actually incurred by Company because of such termination.

19. Minimum Hours

Client will provide Consultants with the number of work hours per week specified in the applicable Client Assignment Confirmation. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the minimum work hours. Minimum work hours will be reduced to reflect scheduled closings for holidays and planning days.

20. Force Majeure and Unscheduled Facility Closure Policy

Neither party is liable for failure or delay in performing its obligations, if such failure or delay is due to natural disasters, pandemics, acts of war, government regulations, or other events or causes beyond the parties' control. Further, the parties agree that Company is not liable for failure or delay in performing its obligations, if such failure or delay is due to termination of Consultant by Client or Consultant's resignation. If services are interrupted, both parties will make reasonable efforts to resume operations.

Notwithstanding the foregoing, the parties agree that in the event of an unforeseen or unexpected interruption resulting from a complete or partial unscheduled closure of Client's facilities due to natural or manmade events, including but not limited to fires, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services all Consultants whose services can be performed in such a setting. Client agrees to be billed for virtual services at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours will be entered and processed according to the normal time submittal and approval



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process, unless otherwise requested in writing by Client and agreed upon by Company. Company and Client will work in good faith to determine which contracted disciplines qualify for virtual services. For Consultants not eligible for virtual services, Client will be invoiced and will pay for each affected Consultant a rate of \$200 per day for each workday that the affected Consultant is unable to work due to an **Unscheduled Closure**.

21. Multiple Locations

If Client requires Consultant to travel to and perform services at more than one location, Client will compensate Company for travel time between facilities at the regular hourly bill rate and for mileage not to exceed the then current IRS reimbursement rate.

22. Issue Resolution

In the event Client encounters an issue that is not satisfactorily resolved by its Company representative, Client should escalate the issue to the appropriate Company manager by calling 800-849-5502. Please ask for your account representative's manager. In no event shall Client's failure to contact the Company's manager pursuant to this section bar Client's ability to pursue any of its rights and remedies under this Agreement.

23. Indemnification

To the fullest extent permitted by law, each party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party, and each of their respective officers, directors, agents, and employees (the "Indemnified Party") against all liabilities, losses, damages, costs and expenses ("Losses") to the extent caused by the actions or inactions of the Indemnifying Party. In no event will the Indemnifying Party's obligations extend to Losses resulting solely from the negligent act or omission, willful misconduct, breach of this Agreement, or unlawful act of an Indemnified Party.

The Indemnified Party will notify the Indemnifying Party promptly, but in no event later than five (5) business days, after receiving notice of a claim, lawsuit, demand, action, or threatened action ("Claim") covered by the indemnity obligations in this Agreement and will provide the Indemnifying Party with all necessary documentation for the Indemnifying Party to assess its obligations under the Agreement. The parties will keep each other reasonably informed regarding the status of any Claim, will work in good faith in the defense and settlement of Claims, will provide notice to and consult with each other prior to settling any Claim. In the event the Claim is brought by a student, parent or other stakeholder of Client, Client shall have the sole right to control the defense of any Claim. Neither party will, without the other's written consent, settle or compromise any claim or consent to the entry of any judgment regarding any Claim which indemnification is being sought unless such settlement, compromise, or consent (i) includes an unconditional release of the other party from all liability arising out of such claim; (ii) does not include any admission or statement suggesting any wrongdoing or liability on behalf of the other party; (iii) does not contain any equitable order, judgment, or term that affects, restricts or interferes with the business of the other party; and (iv) does not place any monetary obligations or liabilities on the other party. Any omission or delay in complying with this paragraph by the Indemnified Party will relieve the Indemnifying Party of its obligations to the extent it is prejudiced by such omission or delay. This Section will survive any termination or expiration of this Agreement.

24. Confidentiality

Each party acknowledges that, they (the "Receiving Party") will learn confidential information of the other party (the "Disclosing Party"). Confidential information (as defined here and below) is any information which is private to the Disclosing Party but is shared by to the Receiving Party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements, and terms and conditions of this Agreement.** It is agreed that neither party will disclose any Confidential Information of the other party to any person or entity nor permit any person or entity to use Confidential Information, except as required to fulfill the party's obligations under this Agreement or in accordance with a Legal Order (as defined below).



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Confidential Information of Company also includes, but is not limited to, any and all information owned or controlled by Company and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Company and which is not generally disclosed to the public, including but not limited to employee and Consultant information and Company's technical data, policies, financial data, contract terms and provisions, billing rates, and permanent placement fees whether disclosed orally, in writing, or by inspection, and that should be reasonably understood to be confidential given the nature of the information.

If the Receiving Party attempts to use or dispose of any Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of this Agreement, the Disclosing Party has the right, in addition to other remedies which may be available to it, to obtain injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant. The parties acknowledge and agree that monetary damages may not be a sufficient remedy for any breach or threatened breach of this Section and, therefore, such injunctive relief is appropriate as a remedy and the breaching party waives any requirement for the securing or posting of any bond showing actual monetary damages in connection with such breach.

The parties understand and agree that nothing in this Section is meant to prevent any disclosure of Confidential Information required under federal, state, or local law, regulation, including, without limitation the Texas Public Information Act, or a valid order issued by a court or governmental agency (each a "Legal Order"). Before making such disclosure, the Receiving Party will provide the Disclosing Party with (i) prompt written notice of such Legal Order so the Disclosing Party may seek, at its own costs and expense, a protective order or other remedy; and (ii) reasonable assistance, at the Disclosing Party's costs and expense, in opposing such disclosure. If, after providing notice, the Receiving Party remains subject to a Legal Order to disclose any Confidential Information, the Receiving Party will disclose only the portion of Confidential Information that such Legal Order specifically requires to be disclosed.

25. Family Education Rights and Privacy Act, Data Protection, and Cybersecurity

Where applicable, Company will comply with all laws, rules, and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about Client's students may be contained in records maintained by Company and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect relevant records in accordance with FERPA and Client policy. If required by Client, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines. Notwithstanding the foregoing, Client will not, unless necessary in furtherance of this Agreement, disclose such information to Company or Consultant, and Client will not, under any circumstances, allow Consultant to remove such information from Client facilities. If such removal occurs, Client will immediately notify Company, and the parties will work in good faith to remedy the situation. Except where required by law, Company will not disclose to any third party, without prior consent of a parent/guardian and written consent of Client, any information regarding students that Company may learn or obtain during this Agreement.

The parties will implement and maintain reasonable security measures to protect data from unauthorized access, disclosure, or use and will comply with all applicable federal, state, and local laws regarding privacy and data protection. In the event of a data breach affecting the other party, the affected party must notify the other party within five (5) business days of its awareness of the breach. Upon termination of this Agreement or upon the other party's request, each party will cooperate in good faith to return or securely destroy records and data in accordance with applicable laws. Client agrees Company is free from any liability arising from or relating to Client's failure to provide onsite supervision or to orient and train Consultant on Client's policies, procedures, or oversight related to data protection.

26. State Retirement System Notice

This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Company. Client agrees that if formal notice is required to



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be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant and fulfilling all associated administrative duties. The parties agree that the applicable employee share paid to the system by Client shall be deducted from the amount due to Consultant by Company. Client and Company expressly acknowledge and agree that if any Consultant is required to or elects to participate in a retirement system/pension, Client is solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension. Client will immediately notify Company if any Consultant is required to or voluntarily elects to participate in any such system. In such event, Client will advise Company of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client will withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by Client will be deducted from the amount owed to Company by Client.

27. Conflicts of Interest

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with the ability to perform under this Agreement. To that end, the parties hereby certify and represent that their officials, employees, and agents do not have any significant financial or other pecuniary interest in the other party's business or operations, and no inducements of monetary or other value were offered or given to any officer, employee, or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

28. Client Funding

The parties acknowledge that Client's obligations under this Agreement may be subject to budgetary constraints and appropriations by government authorities. If funding for services under this Agreement is reduced or eliminated by governmental action, Client will immediately notify Company in writing. In such cases, the parties will negotiate in good faith to modify the Agreement to allow for continuation of services. However, if Company, in its sole discretion, determines that it is not feasible to continue providing services at reduced costs, Company may immediately terminate this Agreement and all current and future assignments, without liability to Client.

29. Notices

All notices required to be given in writing will be sent to the names/addresses listed below.

To: Sunbelt Staffing, LLC
Attn: Contract Department
501 Brooker Creek Boulevard, Suite A-400
Oldsmar FL 34677
Email: ContractNotices@sunbeltstaffing.com

To: La Joya Independent School District
201 E Expy 83, La Joya, TX 78560

30. Survival

The parties' obligations under Sections 15, 23, 24, 25, and 35 of this Agreement which by their nature continue beyond termination, cancellation, or expiration of this Agreement, will survive termination, cancellation or expiration of this Agreement.



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31. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles but including its statutes of limitation. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction located in Hidalgo County, Texas.

32. Electronic Signatures, Counterparts, and Authority

This Agreement and any related documents may be executed and delivered electronically, including by email or electronic signature software. Signatures transmitted electronically will be considered valid and binding as if they were original signatures.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. A signed copy of this Agreement transmitted by electronic means (such as email or other software) will have the same legal effect as an original signed copy.

The persons signing this Agreement represent that they have the proper authority to bind their respective party.

33. Severability and Waiver

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect. When possible, the parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a legally valid alternative.

Failure or delay by either party to enforce any provision of this Agreement will not be considered a waiver of that provision or any other provision, and a waiver of any right(s) under this Agreement must be in writing and signed by the waiving party. No waiver of any default will be deemed a waiver of any subsequent default.

34. Entire Agreement

This Agreement and each duly executed Amendment or Exhibit represents the entire agreement between the parties and supersedes any prior understandings or agreements, whether written or oral, between the parties with respect to the subject matter herein. The parties acknowledge that they were given the opportunity to discuss this Agreement with legal counsel. Should any provision of this Agreement require judicial interpretation, the interpretation shall not apply any rule of construction to construe the provision(s) more strictly against one party. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns, subject to the limitations contained herein. This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the parties. Neither party may assign or transfer (including in connection with a change of control) its rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment or transfer of rights shall be null and void.

35. Immunities

Nothing in this Agreement waives or alters any immunities provided to Client, its officers, employees or agents under Texas or federal law.

36. Israel/Terrorist Organization/Anti-Boycott/Discrimination

Pursuant to Texas Government Code Chapter 2271, the Company represents and warrants to the Client that the Company does not boycott Israel and will not boycott Israel during the term of this Agreement. The Company verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If the Company has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement. The Company represents and warrants to the Client that the Company does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement. The Company represents and warrants to the Client that the Company does



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not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. *(Please return all pages of this Client Services Agreement)*

CLIENT ID – CLIENT NAME

50948 - La Joya Independent School District

Sunbelt Staffing, LLC

Kelly Raftery

Signature Date

Kelly Raftery

Division Director
December 18, 2025 16:25 UTC
IP: 38.140.226.242

Print Name

Title



La Joya Independent School District Board Agenda Item Submission

Board of Education Meeting: January 7, 2026

District Priority: Priority 4 - Community, Trust, Unity, and Partnership

Agenda Category: Consent Item

Item Title: Approval of Minutes – Regular Meeting December 10, 2025

BACKGROUND:

The purpose of the meeting minutes is to provide a legally binding official record that demonstrates the school district’s compliance with the association’s bylaws and established procedures.

RATIONALE:

Approval is needed for the following: Regular Meeting December 10, 2025

BUDGET:

Cost	Funding Source	Vendor
\$0	N/A	N/A
Purchasing Mechanism		Additional Documentation
N/A		December 10, 2025 Minutes

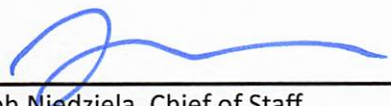
RECOMMENDATION:

Approval of Minutes – Regular Meeting December 10, 2025

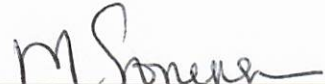
Initiated by: 
Joseph Niedziela, Chief of Staff

Reviewed by: _____

BF&AS Reviewed by: _____

Executive Cabinet Review by: 
Joseph Niedziela, Chief of Staff

**Approved for Submission
to the Board of Education:**


Dr. Marcey Sorensen
Superintendent of Schools



MINUTES FOR AGENDA OF REGULAR MEETING SCHOOL BOARD LA JOYA INDEPENDENT SCHOOL DISTRICT

A Regular Meeting of the School Board of LA JOYA INDEPENDENT SCHOOL DISTRICT was held on **Wednesday, December 10, 2025, beginning at 6:00 PM**, in the Staff Development Center Board Room at Nellie Schunior Administration Building, 200 W. Expwy 83, La Joya, TX 78560. A quorum of the Board and the presiding officer were present at this location. Any Board members participating by videoconference will be in accordance with Section 551.127 of the Texas Government Code.

The subjects to be discussed or considered, or upon which any formal action may be taken, are listed below. Items do not have to be taken in the order shown on this meeting notice.

1. CALL MEETING TO ORDER - *(Other)*

Julian Alvarez III, President of the School Board, called the meeting to order at 6:01 p.m.

2. ROLL CALL & DECLARE QUORUM - *(Other)*

Present: Julian Alvarez III, Dr. Carlos Margo, Anita Chavez, Alyssa Peña, Dr. Rosalva Hernandez and Celso Gomez Jr.

Julian Alvarez III, President of the School Board, declared a quorum.

Jessica Ochoa came in at 6:02 pm.

3. PLEDGE OF ALLEGIANCE, *Julian Alvarez III, School Board President - (Other)*

4. PUBLIC COMMENTS - *(Synergy and Teamwork or Other)*

5. SUPERINTENDENT'S UPDATE(S)/ANNOUNCEMENTS - *(Vision and Goals)*

5.1. Financial Audit Update (Alvarez & Marsal), *presented by Ms. Mirgitt Crespo, Chief of Business, Finance & Administrative Services, and Alvarez & Marsal*

5.2. Transportation Audit Findings, *presented by Mr. S.B. Pierson, Chief of Operations & Infrastructure*

5.3. Policy Update 126, *presented by Ms. Jaime Miller, Chief of Human Capital & Talent Development*

6. LONE STAR GOVERNANCE

6.1. Local Assessment Data - Board Goals 1, 2, and 3, *presented by Dr. Derek Little, Chief of Academics & School Leadership - (Progress and Accountability)*

6.2. Lone Star Governance Time Use Tracker Report - November 19, 2025, *presented by Mr. Joseph Niedziela, Chief of Staff - (Progress and Accountability)*

Dr. Carlos Margo left the meeting at 6:56 p.m.

7. CONSENT AGENDA ITEM(S) - (*Systems and Processes*)

To promote efficient meetings, the Board may act on more than one item by a single vote through the use of a consent agenda. The consent agenda shall be comprised of items specified in this Section for which the Superintendent anticipates no board deliberation prior to action being taken on the item and for which the Superintendent recommends approval. At the request of any member of the School Board, any item on the consent agenda shall be removed from the consent agenda and given individual deliberation and action. Requests for the removal of an item from the consent agenda are to be made to the presiding officer at the time that the consent agenda is up for consideration.

Alyssa Peña made a motion to approve the Consent Agenda from 7.1 to 7.6, seconded by Celso Gomez Jr., and the motion carried unanimously.

7.1. Academics & School Leadership:

- 7.1.1. Approval of ACT Exam Purchase Through Student Testing and Assessment. At the cost of \$70,200.00 with ACT Education Corp., Iowa City, IA.
- 7.1.2. Request for Ratification and Budget Increase for Carnegie Professional & Coaching Support. At the cost of \$30,000.00 with Carnegie Learning, Inc., Pittsburgh, PA
- 7.1.3. Approval of Predictable Web-Based Software System CSP# 2026-32. At the cost of \$75,009.00 with Educators Data Solutions, Edinburg, TX
- 7.1.4. Approval of Purchase of Pre-Kindergarten Classroom Library Sets through RFP #2024-65. At the cost of \$149,848.50 with Scholastic, Inc., Danbury, CT.
- 7.1.5. Approval of Timely Master Service Agreement. At the cost of \$120,000.00 with Timely Schools LLC, West Roxbury, MA.
- 7.1.6. Approval for Revision of Student Transfer FDA Local and FDB Local Policies.
- 7.1.7. Approval of ThinkCERCA Benchmarks, Professional Scoring, and Additional Licenses. At the cost of \$204,196.00 with ThinkCERCA.

7.2. Approval of Minutes:

- 7.2.1. District Safety and Security Committee Meeting November 12, 2025
- 7.2.2. Public Hearing on the La Joya Independent School District's Financial Integrity Rating System of Texas (F.I.R.S.T) Report and Regular Meeting November 19, 2025
- 7.2.3. Special Called Meeting December 3, 2025

7.3. Business, Finance & Administrative Services:

- 7.3.1. Approval of October 2025 Tax Collector's Report
- 7.3.2. Approval of 2025 Tax Roll Totals

7.3.3. Approval of Budget Amendment 2026-05

7.3.4. Approval of Investments/Investment Earnings as of September 30, 2025

7.3.5. Approval of a Budget Increase to the Executive Coaching and Leadership Development Support Proposal with the ILO Group through Consultant Services RFP. At the cost not to exceed \$100,000.00 with ILO Group, Providence, RI.

7.3.6. Approval of Yearly Contract Between La Joya ISD and Proyecto Desarrollo Humano through Consultant Services Proposal. At the cost of \$32,000.00 with Proyecto Desarrollo Humano, Peñitas, TX.

7.4. Information & Technology:

7.4.1. Approval of Tableau Software Renewal through DIR-CPO-5687 Purchasing Cooperative. At the cost of \$116,382.50 with Carahsoft, Reston, VA

7.4.2. Approval of Library Books - Recommended Titles

7.5. Lone Star Governance:

7.5.1. Approval of Report on Local Assessment Data - Board Goals 1, 2, and 3

7.5.2. Approval of Lone Star Governance Time Use Tracker Report - November 19, 2025

7.6. Operations & Infrastructure:

7.6.1. Approval of Change Order for Purchase and Installation of Digital Scoreboard at Coach Rod Softball Field. At a cost not to exceed \$200,000.00 with NEVCO Sports, LLC, Greenville, TX

7.6.2. Approval of Engineering & Architectural Services RFQ #2025-24 Extension. At the cost of up to \$250,000.00.

7.6.3. Approval of Construction Services Job Order Contract (JOC) CSP #2025-25 Extension. At the cost of up to \$750,000.00

8. CLOSED SESSION - Closed Meeting will be held for the purposes authorized by the Texas Open Meetings Act, Texas Government Code Sections 551.001, 551.071, 551.072, 551.074, 551.076, 551.129, and 551.0821 et seq. concerning any and all purposes permitted by the Act, including but not limited to the sections and purposes listed below. (*Synergy and Teamwork*)

Julian Alvarez III, President of the School Board, called the meeting into Closed Session at 8:25 p.m. under the section Texas Open Meetings Act, Texas Government Code Sections 551.001, 551.071, 551.072, 551.074, 551.076, 551.129, and 551.0821 et seq. concerning any and all purposes permitted by the Act, including but not limited to the sections and purposes listed below.

8.1. Consultation with the Board's Attorney. (Texas Government Code 551.071: For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law; and Texas Government Code 551.129: For the purpose of a private consultation with the Board's attorney by telephone conference call.)

- 8.2. Discuss Personnel Matters and Board and Superintendent Duties. (Texas Government Code 551.074: For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee, including Board Operating Procedures and Self-Assessment.)
- 8.3. Discuss Property Matters. (Texas Government Code 551.072: For the purpose of discussing the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.)
- 8.4. Discussion of Intruder Detection Audit Findings. (Texas Government Code 551.076: To consider the deployment, or specific occasions for implementation, of security personnel or devices; or a security audit.)
- 8.5. Personally Identifiable Information About Public School Students. (Texas Government Code 551.0821: For the purpose of deliberating a matter regarding a public-school student, if personally identifiable information about the student will necessarily be revealed.)
- 8.6. Pursuant to Texas Government Code Sections 551.071 and 551.074, deliberate regarding the termination and proposed termination of Chapter 21 contracts; consult with legal counsel regarding same.

9. RECONVENE IN OPEN SESSION - *(Systems and Processes)*

Julian Alvarez III, President of the School Board, called the meeting out of Closed Session at **9:28 p.m.**

10. ACTION & DISCUSSION ITEM(S) - *(Systems and Processes)*

- 10.1. A motion was made by **Celso Gomez Jr.**, seconded by **Jessica Ochoa**, to approve the Donation of \$5,000 to La Joya HS Football Program. La Joya High School's football team, the Coyotes, won \$5,000 in the T-Mobile Friday Night %G Lights Contest through community support on social media. They won as one of the weekly "FN5GL" winners in September 2025. And the motion carried unanimously.
- 10.2. A motion was made by **Alyssa Peña**, seconded by **Dr. Rosalva Hernandez**, for the approval of Sports Officials Payment Processing Services CSP# 2026-30. At the cost of \$9,950.00 annual Fee to be processed with an estimated \$350,000.00 Athletic Department officiating budget per year with ArbiterSports, LLC (Sandy, UT). And the motion carried unanimously.
- 10.3. A motion was made by **Anita Chavez**, seconded by **Dr. Rosalva Hernandez**, to determine La Joya Independent School District's Votes for the Board of Directors of the Hidalgo County Appraisal District (HCAD) Resolution No. 2025-13, allocating votes as follows: 31 votes for George Martinez and 31 votes for Joe D. Olivares. And the motion carried unanimously.

- 10.4. A motion was made by Celso Gomez Jr., seconded by Alyssa Peña, to approve the Policy Update 126, *Item Lead: Ms. Jaime Miller, Chief of Human Capital & Talent Development*. And the motion carried unanimously.
- 10.5. A motion was made by Alyssa Peña, seconded by Celso Gomez Jr., to approve the Adopt Program Change Resolution No. 2025-14. And the motion carried unanimously.
- 10.6. A motion was made by Dr. Rosalva Hernandez, seconded by Anita Chavez, to approve and Take Possible Action to propose the Termination of the Chapter 21 Term Contract Employees and authorize the Superintendent to Send Notice of proposed Termination to Employees. And the motion carried unanimously.
- 10.7. Consider and Take Possible Action to Terminate a Chapter 21 Term Contract Employee.
NO ACTION TAKEN ON THIS ITEM.

11. CALENDAR - (Other)

- 11.1. December 9-15, 2025: Computer Science Education Week
- 11.2. December 22, 2025, to January 2, 2026: Christmas Break - Central Administration will be closed and there will be no classes for students
- 11.3. January 5, 2026: Professional Learning Day (Designated Staff) - no classes for students
- 11.4. January 6, 2026: Preparation Day - no classes for students
- 11.5. January 7, 2026: Regular Board Meeting

12. SCHOOL BOARD MEMBERS AND SUPERINTENDENT REMARKS - (Other)

13. ADJOURNMENT - (Synergy and Teamwork)

Anita Chavez made a motion to adjourn this meeting at 9:38 p.m., seconded by Celso Gomez Jr., and the motion carried unanimously.

Julian Alvarez III
President to the School Board

Alyssa Peña
Secretary to the School Board



La Joya Independent School District Board Agenda Item Submission

Board of Education Meeting: January 7, 2026

Strategic Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Consent Item

Item Title: Approval of November 2025 Tax Collector's Report

BACKGROUND:

As per Texas Property Tax Code Section 31:10 REPORTS AND REMITTANCES OF OTHER TAXES, (a) each month the collector of taxes for a taxing unit shall prepare and submit to the governing body of the unit a written report made under oath accounting for all taxes collected for the unit during the preceding month.

RATIONALE:

Collector's Report for the month of November 2025

BUDGET:

Cost
N/A

Funding Source
N/A


Vendor
N/A


Purchasing Mechanism
N/A

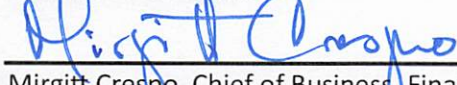
Additional Documentation
Tax Collector's Report for November 2025

RECOMMENDATION:

Administration recommends approval

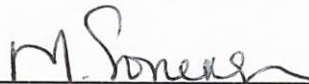
Initiated by: 
Jose A. Perez, Director of Budget

Reviewed by: 
Mirgitt Crespo, Chief of Business, Finance & Administrative Services

BF&AS Reviewed by: 
Mirgitt Crespo, Chief of Business, Finance & Administrative Services

Executive Cabinet Review by: 
Joseph Niedziela, Chief of Staff

Approved for Submission to the Board of Education:


Dr. Marcey Sorensen
Superintendent of Schools

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
 LA JOYA I.S.D. TAXES COLLECTED FOR:
 NOVEMBER 2025

COMPARATIVE RATE OF COLLECTIONS

LA JOYA I.S.D. SLJ - 49	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2025/2026	COLLECTED 2024/2025
2025 TAX ROLL	35,343,013.49	2,507,545.45	0.00	(140,807.86)	32,694,660.18	7.12%	7.37%
2024 & PRIOR YRS ROLLBACK	10,419,121.36 6,235.97	1,441,048.99 3,978.81	(30,959.68) 0.00	(410,018.37) 0.00	8,537,094.32 2,257.16	14.44% 63.80%	8.42% 67.19%
TOTALS	45,768,370.82	3,952,573.25	(30,959.68)	(550,826.23)	41,234,011.66		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF NOVEMBER 2025

	LA JOYA ISD	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	2,412,917.46	(34,198.67) CURRENT
CURRENT YEAR-P&I	0.00	
PRIOR YEARS-BASE TAX	207,577.73	(80,989.39) PRIOR
PRIOR YEARS-P&I	128,640.74	
ROLLBACK	0.00	0.00 ROLLBACK
ROLLBACK P&I	0.00	
ATTORNEY FEES	55,288.14	0.00 PURGED
TOTAL COLLECTIONS	2,804,424.07	(115,188.06)
LESS TRANSFERRED	2,290,741.90	
LESS IN TRANSIT	500,923.37	
LESS DUE TO HCAD COMM FEES	98.80	
LESS DUE TO CO TREASURER	12,660.00	
	0.00	
BALANCE	0.00	

*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE LA JOYA I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF NOVEMBER 2025 IS CORRECT.

Pablo Villarreal Jr.

 ASSESSOR-COLLECTOR OF TAXES FOR LA JOYA I.S.D., TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 10TH DAY OF DECEMBER 2025 A.D.

Mark Martinez

 NOTARY PUBLIC, HIDALGO COUNTY, TEXAS





La Joya Independent School District Board Agenda Item Submission

Board of Education Meeting: January 7, 2026

Strategic Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Consent Item

Item Title: : Approval of Region One Education Service Center ORION Consortium

BACKGROUND:

The Region One Education Service Center ORION Consortium supports school districts through shared technology services and regional collaboration, providing cost-effective access to expertise and resources.

RATIONALE:

Participation in the Region One Education Service Center ORION Consortium allows the district to collaborate with neighboring districts to share technology resources and expertise in a cost-effective manner. The consortium supports efficient operations, strengthens system reliability, and provides access to regional support services that would be difficult or more costly to obtain independently.

BUDGET:


Cost	Funding Source	Vendor
\$19,800.00	199-51-6239-00-888-6-99-053	Region One Educational Service Center
<i>Purchasing Mechanism</i>		<i>Additional Documentation</i>
		Region One ESC Agreement

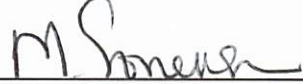
RECOMMENDATION:

Administration Recommends Approval

Initiated by: 
Haissam Mayasi, Chief Technology Officer

**Approved for Submission
to the Board of Education:**

Reviewed by: 
BF&AS
Reviewed by: Mirgitt Crespo, Chief of Business and Administrative Services


Dr. Marcey Sorensen
Superintendent of Schools

Executive
Cabinet
Review by: 
Joseph Niedziela, Chief of Staff



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

12/05/2025

1900 W Schunior St.
Edinburg, TX 78541

Dear Haissam Mayasi,

As we move through the first half of the school year, we would like to provide our ORION customers with an update on their membership and associated payments.

For the school year 2025-2026 our records indicate we have the following ORION services in place.

Multi-Year	Annual
DIA Subscription	DDoS Subscription
WAN Subscription	

Below is a more detailed list of the services and their respective status for **La Joya ISD**

ORION Service	Subscribed	PO Number	Invoice Number	Amount	Due Date	Payment Status
DIA Service	Yes	26000638	183364	\$12,000.00	10/31/25	Paid
WAN Service	Yes	26002466	182789	\$25,194.00	10/31/25	Paid
DDoS Protection	Yes	Not Received	Requires PO	\$19,800.00	10/31/25	Unpaid
E-Rate Consulting	No					

If your Business Office has already provided you a PO, please forward a copy for processing into invoice. If not, we ask kindly that you follow up with your Business Office to ensure timely processing. We appreciate your prompt attention to this matter.

You can simply click the DocuSign 'Finish' button to acknowledge receipt of this letter. Please let us know if you have any questions. We can be contacted at orion@esc1.net or (956) 984-6083. Thank you for your continued partnership.

Respectfully,

Michael Dante Fox
Director - Network, Data Center and Help Desk

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.



La Joya Independent School District Board Agenda Item Submission

Board of Education Meeting: January 7, 2026

Strategic Priority: Priority 4 - Community, Trust, Unity and Partnership

Agenda Category: Consent Item

Item Title: Approval of Report on CPM 3: Trust & Transparency Conditions

BACKGROUND:

This report is provided to the School Board in alignment with the Lone Star Governance Board Monitoring Schedule. Superintendent’s Constraint 3 relates to Trust and Transparency Conditions.

RATIONALE:

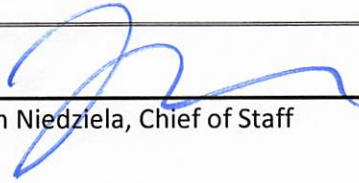
Approval will ensure we are in compliance with the Lone Star Governance Texas Framework as well as prove transparency on strategic actions taken in alignment with CPM 3: 2025-2026 Comprehensive Enrollment, Transfer & Master Scheduling Plan, Strategic Plan Updates, and Survey.

BUDGET:

Cost	Funding Source	Vendor
N/A	N/A	N/A
Purchasing Mechanism		Additional Documentation
N/A		N/A

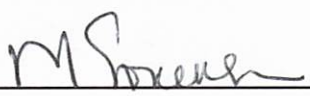
RECOMMENDATION:

Approval of Report on CPM 3: Trust & Transparency Conditions.

Initiated by: 
Joseph Niedziela, Chief of Staff

**Approved for Submission
to the Board of Education:**

Reviewed by: _____


Dr. Marcey Sorensen
Superintendent of Schools

BF&AS
Reviewed by: _____

Executive
Cabinet
Review by: 
Joseph Niedziela, Chief of Staff



La Joya Independent School District Board Agenda Item Submission

Board of Education Meeting: January 7, 2026

Strategic Priority: Priority 2 - Empowered Graduates

Agenda Category: Consent Item

Item Title: Approval of Report on GPM 4.1: College Ready; TSI (Reading/Math), Associate Degrees; GPM 4.2: Career Ready; Industry-Based Certifications (IBC)/Completers, and GPM 4.3: Freshman On Track (FOT)

BACKGROUND:

This report is provided to the School Board in alignment with the Lone Star Governance Board Monitoring Schedule. Student Outcome Goal 4 relates to College, Career, and Military Readiness.

RATIONALE:

Approval will ensure we are in compliance with the Lone Star Governance Texas Framework as well as prove transparency on strategic actions taken in alignment with GPM 4.1, 4.2, and 4.3.

BUDGET:

Cost	Funding Source	Vendor
N/A	N/A	N/A
Purchasing Mechanism		Additional Documentation
N/A		N/A

RECOMMENDATION:

Administration recommends approval of Report on GPM 4.1: College Ready; TSI (Reading/Math), Associate Degrees; GPM 4.2: Career Ready; Industry-Based Certifications (IBC)/Completers, and GPM 4.3: Freshman On Track (FOT).

Initiated by: 
Joseph Niedziela, Chief of Staff


**Approved for Submission
to the Board of Education:**

Reviewed by: _____



Dr. Marcey Sorensen
Superintendent of Schools

BF&AS
Reviewed by: _____

Executive
Cabinet
Review by: 
Joseph Niedziela, Chief of Staff



La Joya Independent School District Board Agenda Item Submission

Board of Education Meeting: January 7, 2026

Strategic Priority: Priority 4 - Community, Trust, Unity and Partnership

Agenda Category: Consent Item

Item Title: Approval of Lone Star Governance Time Use Tracker Report - December 10, 2025

BACKGROUND:

The most effective school boards focus on improving student outcomes and codify their commitment to this by tracking how they spend their time during board meetings, spending upwards of 50% of their time discussing student outcomes. When we track how we spend our time, our board behaviors begin to become more closely aligned with our values. By adopting a vision, mission, goals, goal progress measures and constraints that are focused on improving student outcomes, we have shared what is important to us with our community and board behaviors should reflect such a focus by spending at least 50% of their time discussing student outcomes.

RATIONALE:

Approval of the LSG Board Monitoring Schedule will ensure we are in compliance with the Lone Star Governance Texas

BUDGET:

Cost	Funding Source	Vendor
N/A	N/A	N/A
Purchasing Mechanism		Additional Documentation
N/A		Time Use Tracker Report

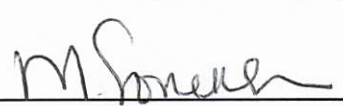
RECOMMENDATION:

Approval of Lone Star Governance Time Use Tracker Report – December 10, 2025

Initiated by: 
Joseph Niedziela, Chief of Staff

**Approved for Submission
to the Board of Education:**

Reviewed by: _____


Dr. Marcey Sorensen
Superintendent of Schools

BF&AS
Reviewed by: _____

Executive
Cabinet
Review by: 
Joseph Niedziela, Chief of Staff

TIME USE TRACKER		La Joya ISD - December 10, 2025		QTR:		
Framework Pillars	Student Outcome Minutes	Adult Behavior Minutes	The board tracks its time spent during public authorized meetings			Other Topic Minutes
Vision and Goals	0	X	← Minutes setting student outcome goals			
	X		← Minutes setting constraints or theories of action			
Progress and Accountability		X	← Minutes receiving, discussing, and voting on Student Outcome Goal Monitoring Reports according to the board adopted Monitoring Calendar			
	X		← Minutes receiving, discussing, and voting on Constraint Monitoring Reports according to the board adopted Monitoring Calendar			
	24	X	← Minutes evaluating the superintendent on student outcome goals, GPMs, constraints, and CPMS			
	X		← Minutes performing board self-evaluations using the LSG Integrity Instrument			
Systems and Processes	Minutes discussing, debating, and voting on other agenda items (including consent agenda items)				→	7
Advocacy and Engagement	0		← Minutes hosting two-way communication meetings on student outcome goals, constraints, theories of action and/or progress toward student			
			← Minutes recognizing the accomplishments of students and staff regarding progress on student outcome goals			
Synergy and Teamwork	Minutes fulfilling statutorily required public hearings, forums, and comments					
	Minutes fulfilling statutorily required or Lone Star Governance workshops					
	Minutes in closed session as permitted by law					74
Other	Any time spent on an activity that does not meet the conditions listed above				→	9
TOTALS	24	123	156			16

Use For Student Outcome and Adult Behavior Minutes Percentage Calculation: $\frac{147}{156} \times 100 = 94.23\%$ % Student Outcome and Adult Behavior Minutes

Use For Student Outcome Minutes Percentage Calculation: $\frac{24}{156} \times 100 = 19.20\%$ % Student Outcome Minutes

Trustees Present	Trustees Absent	% Attendance
7	0	100.00%

Count of 'Other' Agenda Items
0

Goals Discussed	Goals on Target	% on Target
1	1	100.00%

Consent Items	Consent Items Removed	% Remaining on Consent Agenda
23	0	100.00%

GPMs Discussed	GPMs on Target	% on Target
4	2	50.00%



La Joya Independent School District Board Agenda Item Submission

Board of Education Meeting: January 7, 2026

District Priority: Priority 5 - Integrity & Accountability

Agenda Category: Consent Item

Item Title: Approval of Fire Alarm Inspection & Repair Services CSP# 2026-31

BACKGROUND:

The District requires Fire Alarm Systems to be in compliance with all State and National Codes.

RATIONALE:

This Competitive Sealed Proposal (CSP) was processed to secure a source for district-wide Fire Alarm Inspections and repair services.

BUDGET:

Cost	Funding Source	Vendor
\$ 17,500 yearly Fire Alarm Inspections \$230,000 repairs (estimate)	199-51-6249-00-961-6-99-000	As denoted on attached tab sheets
Purchasing Mechanism	Additional Documentation	
CSP# 2026-31	Tab sheet, Evaluation. Matrix	

RECOMMENDATION:

Administration recommends approval of Fire Alarm Inspections & Repair Services. CSP# 2026-31

Initiated by:
Esteban Leanos, Energy & Compliance Director

Approved for Submission to the Board of Education:

Reviewed by:
Stacey Pierson, Chief of Operations & Infrastructure

Dr. Marcey Sorensen
Superintendent of Schools

BF&AS Reviewed by:
Mirgitt Crespo, Chief of Business, Finance, and Administrative Services

Executive Cabinet Review by:
Joseph S. Niedziela, Chief of Staff



**La Joya Independent School District
Fire Alarm Inspection & Repair Services CSP #2026-31 Tabsheet**

Line #	Description	QTY	UOM	Triple R Fire and Safety LLC Mission, TX		Texas State Alarm, LLC La Feria, TX		EI Fire & Safety, Inc. Hidalgo, TX		Superior Alarms (Alan Yoder Enterprises, Inc.) McAllen, TX		Infinity Fire Protection, LLC McAllen, TX	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
				\$500.00		\$3,600.00		\$10,260.00		\$14,400.00		\$17,835.00	
1	Annual Fire Alarm Inspections: Annual Fire Alarm Inspection Services	1	EA	\$250.00	\$250.00	\$2,880.00	\$2,880.00	\$10,070.00	\$10,070.00	\$14,100.00	\$14,100.00	\$17,500.00	\$17,500.00
2	Fire Alarm Panel Inspections (Price per Panel)	1	EA	\$250.00	\$250.00	\$720.00	\$720.00	\$190.00	\$190.00	\$300.00	\$300.00	\$335.00	\$335.00
	Recommendation			Not Recommended (Pricing not submitted as requested)		Not Recommended (Pricing not submitted as requested)		Not Recommended (As per awarding factors)		Not Recommended (As per awarding factors)		Recommended	



**La Joya Independent School District
Fire Alarm Inspection & Repair Services CSP #2026-31**

Supplier	Rank	Score	Purchase Price	Reputation	Quality	Meet District's Needs	HUB Impact	Total Cost of Ownership	Environmentally Sensitive	Delivery Requirements	District Community Involvement	Litigation	Other
		100	35.00	5.00	10.00	13.00	0.00	7.00	2.00	7.00	3.00	6.00	12.00
INFINITY FIRE PROTECTION LLC	1	78.80	20.13	4.67	9.33	11.33	NO	7.00	2.00	6.33	0.00	6.00	12.00
EI FIRE & SAFETY INC	2	71.67	35.00	3.67	5.67	8.33	NO	4.33	0.00	3.33	0.00	6.00	5.33
SUPERIOR ALARMS	3	59.61	24.94	2.67	4.00	5.33	YES	3.33	2.00	3.33	1.33	6.00	6.67

Evaluation Committee:
 Esteban Leños - Energy & Compliance
 Roger Hernandez - Physical Plant Operation
 Rolando Hernandez - Child Nutrition Services



**La Joya Independent School District
Fire Alarm Inspection & Repair Services CSP #2026-31
Repair Services Tabsheet**

No.	Vendor	Recommendation
1	El Fire & Safety, Inc.	Recommended
2	Infinity Fire Protection, LLC	Recommended
3	Superior Alarms	Recommended
4	Texas State Alarm	Recommended
5	Triple R Fire and Safety, LLC	Recommended



EI Fire & Safety Inc.

PO BOX 8158 | MISSION, TX 78573 | (956) 451-8304//1-(956)600-8929

PROPOSAL | PRICE LIST

January 9, 2024

RESPECTFULLY SUBMITTED TO:

LA JOYA ISD

FROM: ELIZABETH RODRIGUEZ

SALES MANAGER

PH# (956) 451-8304

E-MAIL: EIFIRESAFETYINC@GMAIL.COM

FEE SCHEDULE

\$40.00

We have certified insured and licensed technicians on call 24/7 to serve you better. Thank you for the opportunity of submitting our prices and we really look forward in doing business with you. Please don't hesitate to call me at (956)451-8304 or (956)600-8929 or email me at eifiresafetyinc@gmail.com should you have any questions.



Infinity Fire Protection

ACR-3301317 | ECR-3303988 | B-30911201

Phone: 956-414-6594 | Email: IFP@infinityfire.org | McAllen, TX

Service Price List Proposal

Proposal for: La Joya Independent School District

Scope of Work

This service pricing covers inspection, testing, maintenance, and repair of fire alarm systems and related life safety equipment in La Joya ISD facilities in accordance with NFPA 72, local AHJ requirements, and manufacturer guidelines. Infinity Fire Protection will provide qualified licensed technicians to perform all work and issue proper inspection reports and certifications.

Service Pricing

Service	Unit	Rate
Regular hourly rate (8:00AM - 5:00 PM)	hr	\$60.00
After-hours / Holiday rate (5:00 PM - 7:00 AM, weekends)	hr	\$90.00
Fire Alarm Inspection (All La Joya ISD Buildings)	per district	\$17,500.00
Fire Alarm Panel Inspection	per panel	\$335.00

Inspection & Reporting Deliverables

- NFPA 72 compliant testing and reporting
- AHJ inspection reports and deficiency list
- Device status summary (pass/fail)

- Optional photo documentation
- Certificate of completion / compliance

Terms & Conditions

- Any additional work outside of scope must be pre-approved by the district.
- All work to be performed in accordance with NFPA 72, NFPA 70, and local AHJ requirements.

Superior Alarms Fee Schedule

Repairs	Hourly Rate	\$75.00/Hour (Monday to Friday, 8:00am to 5:00pm) After Hours Rate: Time and a half
	Time and Material	Determined on a case-by case basis
	Response Time	We have technical personnel available on "on-call" basis 24/7/365
	Service Requests	By phone 956-682-6005 or Website www.superioralarms.com
	Warranty	Superior Alarms' standard warranty covers one year parts and labor. Other manufacturer warranties may apply.
	Discount on Parts	Buyboard Purchases are 0-30%

TEXAS STATE ALARM

24 hr monitoring

Lic #B15398

ACR-2409533

FEE SCHEDULE

NOTE: All equipment prices include Associated wire and labor for installation

Qty	Part #	Description	Price
1	6820EVS	Silent Knight Addressable Voice FACP - Solution	\$ 4,020.00
1	ps-10	Power Supply 10amp	\$ 2,136.00
1	EVS-125W	Amplifier 125W	\$ 3,264.00
1	SLE-MAX2FIRE	Cellular Communicator	\$ 600.00
1	BW-DocBox	Document Cabinet - Mier	\$ 253.20
1	SK-Photo-W	Smoke Detector	\$ 652.80
1	SK-Heat-W	Heat Detector	\$ 640.80
1	Sk-Pull-DA	Pull Station	\$ 692.40
1	STI-1300	Pull Station Cover	\$ 261.60
1	SK-Monitor2	Dual Monitor Module	\$ 718.80
1	SK-Relay	Relay Module	\$ 672.00
1	SK-Duct	Duct Detector with Sampling Tube, Remote Test Station	\$ 1,141.20
1	SPSCWL	Ceiling Mount Speaker Strobe	\$ 817.20
1	SPSRW	Wall Mount Speaker Strobe	\$ 814.80
1	SPSWK	Wall Weatherprook Speaker Strobe	\$ 814.80
1	SPCWL	Ceiling Speaker	\$ 763.20

1	SPWL	Wall Speaker	\$ 763.20
1	UB1280	12v8ah Batteries	\$ 180.00
		CONVENTIONAL	
1	MS-10UD-7	Firelite Conventional FACP - Solution	\$ 3,243.60
1	2W-B	Conventional Smoke Detector	\$ 585.60
1	BG-12	Conventional Heat Detector	\$ 578.40
1	BG-12	Conventional Pull Station	\$ 578.40
1	STI-1300	Pull Station Cover	\$ 261.60
1	SL-2000-P	Conventional Duct Detector	\$ 1,030.80

PRICING

SERVICES:

1) Monitoring:

Provide the monthly, quarterly and annually cost for monitoring burglar alarms and fire alarms or combination of both burglar/fire over the term of the contract if applicable.

Burglar Alarm

\$ 29.99 w/Cell Monthly \$ 89.97 w/Cell Quarterly \$ 359.88 w/cell (annually)

Fire Alarm

\$ 39.99 w/Cell Monthly \$ 119.97 w/Cell Quarterly \$ 479.88 w/Cell (annually)

Burglar/Fire Alarm Combo

\$ _____ Monthly \$ _____ Quarterly \$ _____ (annually)

2) Burglar Alarm Repair and Service:

Hourly Charges:

Provide hourly rates for repair and service work. The hourly rates must include the rate for one (1) technician and vehicles.

Normal working hours \$ 60 /hour

Other hours \$ 85 /hour Holiday and After Hours

Material Charges:

Provide the percentage mark-up that will be applied for materials.

Mark-up from Contractor's Cost 40 %

Mileage Charge:

Provide the rate at which mileage will be charged. Mileage allowed shall be portal to portal, or the distance from the previous worksite to the new worksite, whichever is less.

Mileage Rate \$ /mile

Technical Assistance Calls

Monday through Friday - Normal working hours \$ 60/hour per Tech

Other hours \$ 85 /hour per Tech

Key Fob price: \$ /each

3) Fire Alarm Repair and Service:

Hourly Charges:

Provide hourly rates for repair and service work. The hourly rates must include the rate for one (1) technician and vehicles.

Monday through Friday - Normal Working Hours \$ 60 /hour per Tech

Other Hours \$ 85 /hour per Tech

Material Charges:

Provide the percentage mark-up that will be applied for materials.

Mark-up from Contractor's Cost 40 %

Mileage Charge:

Provide the rate at which mileage will be charged. Mileage allowed shall be portal to portal, or the distance from the previous worksite to the new worksite, whichever is less.

Mileage Rate \$ /mile

Inspection:

Provide the cost to inspect and test fire alarms at the campus/department on an annual basis.

Fire Alarm Inspection and Testing \$ 250 Per Panel



AGREEMENT FOR INDEPENDENT CONTRACTOR/CONSULTING SERVICES

This Agreement for Independent Contractor/Consulting Services ("Agreement") is made by and between Infinity Fire Protection, LLC with offices located at 3205 N 42nd St., McAllen, TX 78501 ("Consultant") and La Joya Independent School District, a Texas public Independent School District located at 200 W. Expressway 83, La Joya, Texas, 78560 ("LJISD" or the "District") (collectively referred to as the "Parties" or individually as the "Party"), acting herein by and through their respectively authorized officers or employees.

Fire Alarm Inspection & Repair Services CSP #2026-31

AGREEMENT

1.0 Term

This Agreement shall be effective as of January 1, 2026 and end on December 31, 2026, it is duly executed by both parties ("Effective Date") and shall remain in effect for a one-year ("Term"), unless terminated earlier as provided herein.

2.0 Termination

2.1 This Agreement shall automatically terminate at the end of the Term or any renewal terms.

2.2 This Agreement may be terminated prior to the expiration of the Term as follows:

By the District, for convenience, with or without cause, immediately upon written notice, in which case Consultant shall be paid for services rendered up to termination at a pro rated amount proportionate to the Fees (defined below) earned for Services performed prior to termination; or

By either party immediately if the other party commits a breach of any of the material terms of this Agreement; provided that the breaching party has first been provided written notice of the breach and a thirty (30)-day opportunity to cure.

3.0 Services and Fees

3.1 Consultant shall provide the Services set forth more particularly on the attached Exhibit A ("Services") in exchange for the fees also described in Exhibit A. Consultant shall invoice the District within thirty (30) days of the date the Services are performed, and payment will be due within thirty (30) days of the District's receipt of an invoice, subject to the Texas Prompt Payment Act.

3.2 The Services shall be performed in a commercially reasonable manner. Consultant covenants that in performing the Services, it shall: a) comply with all federal, state and local

statutes, codes, rules, regulations and guidelines including but not limited to safety and health matters, b) comply with any applicable generally accepted appraising standards, protocols and guidelines or other relevant professional standards, c) perform the Services in a professional manner, and d) perform all requirements that are generally performed by similar professionals in conducting the type of services required by this Agreement.

3.3 The Services shall be performed on a non-exclusive basis. The District shall not be required to retain Consultant to perform any additional services not specifically set forth herein. The Parties acknowledge and agree that the District in its sole discretion may select any other consultant of its choosing upon a decision by the District to conduct similar services. In performing the Services, Consultant shall identify necessary information that should be provided by the District and related processes required to accurately perform the Services and shall provide needed advice to the District in relation to such information and processes.

4.0 Confidentiality

4.1 Consultant shall take reasonable precautions so that access to information relating to the Services is limited to those persons within its employ or under contract with Consultant for whom it is necessary and appropriate. Any release of information outside of those mentioned herein must be immediately reported to the District. All communications pursuant to this agreement whether oral or written between the Consultant and the District, as well as any documents or reports generated during or as a part of the Services shall be regarded by Consultant as confidential unless otherwise determined by the District or as provided by any applicable law or District policies, including without limitation the Texas Public Information Act or the Texas Open Meetings Act. To this end, Consultant shall keep all such communications and information confidential, except as provided by the District.

4.2 Consultant's employees/contractors shall not create or otherwise access, obtain, or use photographs or videos of LJISD students during or after the provision of Services under this Agreement absent express written consent from a student's parent or legal guardian.

5.0 Criminal History Record Checks

5.1 To the extent permitted by law, Consultant shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant, to the extent permitted by law, will also subscribe to that person's criminal history record information. Before beginning any work under this Agreement, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date, or, in the event Consultant is not legally permitted to comply with such requirements, Consultant shall cooperate with the District as set forth below. Upon request by District, Consultant will provide, in writing, updated certifications and the names of any other requested information regarding covered employees, so that the District may obtain criminal history recommended information to the covered employees. Consultant shall assume all expenses associated with obtaining criminal history record information.

5.2 Consultant will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work under this Agreement. If Consultant receives information that a covered employee has a reported disqualifying criminal history, including any

such information shared by District, then Consultant will immediately remove the covered employee from District property and notify the District in writing within three (3) business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Consultant agrees to discontinue using that covered employee to provide services at the District. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

5.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Consultant or any of Consultant's consultants who has or will have continuing duties related to the services to be performed under this Agreement and has or will have direct contact with District's students. The District will decide what constitutes direct contact with District's students. "Disqualifying criminal history" means any conviction or other criminal history information designated by the District, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

5.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be, to the extent permitted by law, required by the terms of their contract with Consultant or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certification to District and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

5.5 On request of District, Consultant shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees/contractors of the Consultant and all subcontracting entities. Consultant shall update this list on District's request. Consultant shall further cooperate in all respects with any reasonable request by District to assist District in obtaining criminal history record information on the employees/contractors of Consultant, including without limitation paying any fees or costs reasonably requested by District to enable District to obtain needed criminal history record information.

6.0 Licenses and Technical Matters.

6.1 Consultant represents that where appropriate each and every employee of Consultant and/or any contractor of Consultant that is participating in the provision of Services has the capability, experience, means and appropriate licenses and permits required to perform the Services contemplated by this Agreement to the extent applicable to such individual or contractor. Consultant represents that it is aware of and in full compliance with the laws of Texas, if any, for the licensing and certification of any professionals providing the Services. Upon request, Consultant must provide evidence to the District that any applicable professional license is current and in good standing. Consultant must contact the District immediately if such license status has changed. Upon request, Consultant shall provide the District with the identity of all individual employees or contractors involved with performing the Services.

7.0 Indemnity

CONSULTANT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE DISTRICT), INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AFFILIATES, AND EACH AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, TRUSTEES, REGENTS AND AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF CONSULTANT'S ACT OR OMISSION IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

8.0 Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

9.0 Immunity as a Defense; Deficiency Debt

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

10.0 Notices

Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses, including any indicated email address:

LJISD: La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560
Attn: Dr. Marcey Sorensen, Superintendent
Email: m.sorensen@lajoyaisd.net

CONSULTANT: Name of Vendor
Address
City, State, Zip Code
Attn: Contact Person
Email:

11.0 Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

12.0 Non-Discrimination

The Parties, in performing this Agreement, shall not discriminate against any person based on race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class.

13.0 Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Hidalgo County, Texas.

14.0 Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

15.0 Severability

If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect and this Agreement shall be liberally construed to carry out the intent of the Parties.

16.0 Entire Agreement; Severability; Further Assurances; Waiver

This Agreement, including Exhibit A attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

17.0 Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

18.0 Headings

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

19.0 Amendments

This Agreement may be amended or modified only by written agreement authorized and executed by the duly authorized representatives of both Parties.

20.0 Edgar Certifications

Consultant shall follow the certifications and provisions that are required and apply only when the District expends federal funds for any contract resulting from this procurement process on Exhibit B (“Texas Education Department General Administrative Regulations (EDGAR) Certifications”)

This Agreement may be executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

[SIGNATURES ON NEXT PAGE]

LA JOYA INDEPENDENT SCHOOL DISTRICT:

Signature

Dr. Marcey Sorensen
Name

Superintendent of Schools
Title

Date

Infinity Fire Protection, LLC



Signature

Edgar Puente

Name

Owner

Title

11/20/2025

Date

Exhibit B
Texas Education Department General Administrative
Regulations (EDGAR) Certifications

**2 CFR SECTION 200 REQUIRED PROVISIONS
FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT**

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. **In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to this agreement between La Joya ISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor

regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of

\$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).
- (I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (K) Domestic preferences for procurements - As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United

States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

(L) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to

procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

[Only Applicable to Contracts funded under the National School Lunch Program] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly

pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this Contract shall be bound by the foregoing terms and conditions.



La Joya Independent School District Board Agenda Item Submission

Board of Education Meeting: January 7, 2026

District Priority: Priority 2 - Trust & Transparency

Agenda Category: Consent Item

Item Title: Approval of Auctioneer Services CSP #2026-33

BACKGROUND:

La Joya ISD periodically disposes of surplus equipment, including vehicles, in accordance with District policy. To ensure proper handling and maximize value, the District uses auction services to manage the sale of these items through onsite and online methods.

RATIONALE:


This contract will secure licensed auctioneer services to support the compliant and efficient disposal of surplus assets. The awarded vendor will provide onsite and online auctions, accurate reporting, and timely remittance of proceeds, ensuring the District receives the best possible return.

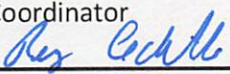
BUDGET:

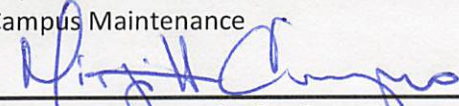
Cost N/A (Auctioneer will pay the District 90% of gross receipts)	Funding Source N/A (Incoming revenues)	Vendor Ismael Galindo (Galindo Auctions, LLC) Edinburg, TX
Purchasing Mechanism CSP #2026-33		Additional Documentation Tabsheet, Agreement

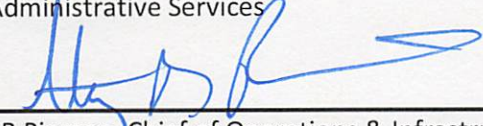
RECOMMENDATION:

Administration recommends approval of the vendor as denoted on the attached tabsheet.

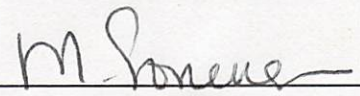
Initiated by: 
Ivan Peña, Warehouse & Asset Management
Coordinator

Reviewed by: 
Reynaldo Cedillo, Executive Director of Operations &
Campus Maintenance

BF&AS
Reviewed by: 
Mirgitt Crespo, Chief of Business, Finance &
Administrative Services

Executive
Cabinet
Review by: 
SB Pierson, Chief of Operations & Infrastructure

**Approved for Submission
to the Board of Education:**


Dr. Marcey Sorensen
Superintendent of Schools



**La Joya Independent School District
Auctioneer Services CSP #2026-33 Tabsheet**

Category A- Onsite Auctioneer Services	
Vendor Name	Ismael Galindo (Galindo Auctions LLC) Edinburg, TX
Auctioneer's Fee (Percentage)	10% & \$300 Advertisement Fee
Buyer's Premium Fee	13.5%
Recommendation:	Recommended

Category B- Online Auctioneer Services	
Vendor Name	Ismael Galindo (Galindo Auctions LLC) Edinburg, TX
Auctioneer's Fee (Percentage)	10% & \$300 Advertisement Fee
Buyer's Premium Fee	13.5%
Recommendation:	Recommended



AGREEMENT FOR INDEPENDENT CONTRACTOR/CONSULTING SERVICES

This Agreement for Independent Contractor/Consulting Services ("Agreement") is made by and between Ismael Galindo (Galindo Auctions LLC) with offices located at 11437 N. Glasscock Rd. Mission, TX 78573 ("Consultant") and La Joya Independent School District, a Texas public Independent School District located at 200 W. Expressway 83, La Joya, Texas, 78560 ("LJISD" or the "District") (collectively referred to as the "Parties" or individually as the "Party"), acting herein by and through their respectively authorized officers or employees.

Auctioneer Services CSP #2026-33

AGREEMENT

1.0 Term

This Agreement shall be effective as of January 8, 2026 and end on December 31, 2027, it is duly executed by both parties ("Effective Date") and shall remain in effect for a one-year ("Term"), unless terminated earlier as provided herein.

2.0 Termination

2.1 This Agreement shall automatically terminate at the end of the Term or any renewal terms.

2.2 This Agreement may be terminated prior to the expiration of the Term as follows:

By the District, for convenience, with or without cause, immediately upon written notice, in which case Consultant shall be paid for services rendered up to termination at a pro rated amount proportionate to the Fees (defined below) earned for Services performed prior to termination; or

By either party immediately if the other party commits a breach of any of the material terms of this Agreement; provided that the breaching party has first been provided written notice of the breach and a thirty (30)-day opportunity to cure.

3.0 Services and Fees

3.1 Consultant shall provide the Services set forth more particularly on the attached Exhibit A ("Services") in exchange for the fees also described in Exhibit A. Consultant shall invoice the District within thirty (30) days of the date the Services are performed, and payment will be due within thirty (30) days of the District's receipt of an invoice, subject to the Texas Prompt Payment Act.

3.2 The Services shall be performed in a commercially reasonable manner. Consultant covenants that in performing the Services, it shall: a) comply with all federal, state and local statutes, codes, rules, regulations and guidelines including but not limited to safety and health matters, b) comply with any applicable generally accepted appraising standards, protocols and guidelines or other relevant professional standards, c) perform the Services in a professional manner, and d) perform all requirements that are generally performed by similar professionals in conducting the type of services required by this Agreement.

3.3 The Services shall be performed on a non-exclusive basis. The District shall not be required to retain Consultant to perform any additional services not specifically set forth herein. The Parties acknowledge and agree that the District in its sole discretion may select any other consultant of its choosing upon a decision by the District to conduct similar services. In performing the Services, Consultant shall identify necessary information that should be provided by the District and related processes required to accurately perform the Services and shall provide needed advice to the District in relation to such information and processes.

4.0 Confidentiality

4.1 Consultant shall take reasonable precautions so that access to information relating to the Services is limited to those persons within its employ or under contract with Consultant for whom it is necessary and appropriate. Any release of information outside of those mentioned herein must be immediately reported to the District. All communications pursuant to this agreement whether oral or written between the Consultant and the District, as well as any documents or reports generated during or as a part of the Services shall be regarded by Consultant as confidential unless otherwise determined by the District or as provided by any applicable law or District policies, including without limitation the Texas Public Information Act or the Texas Open Meetings Act. To this end, Consultant shall keep all such communications and information confidential, except as provided by the District.

4.2 Consultant's employees/contractors shall not create or otherwise access, obtain, or use photographs or videos of LJISD students during or after the provision of Services under this Agreement absent express written consent from a student's parent or legal guardian.

5.0 Criminal History Record Checks

5.1 To the extent permitted by law, Consultant shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant, to the extent permitted by law, will also subscribe to that person's criminal history record information. Before beginning any work under this Agreement, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date, or, in the event Consultant is not legally permitted to comply with such requirements, Consultant shall cooperate with the District as set forth below. Upon request by District, Consultant will provide, in writing, updated certifications and the names of any other requested information regarding covered employees, so that the District may obtain criminal history recommended information to the covered employees. Consultant shall assume all expenses associated with obtaining criminal history record information.

5.2 Consultant will not assign any “covered employee” with a “disqualifying criminal history,” as those terms are defined below, to work under this Agreement. If Consultant receives information that a covered employee has a reported disqualifying criminal history, including any such information shared by District, then Consultant will immediately remove the covered employee from District property and notify the District in writing within three (3) business days. If the District objects to the assignment of any covered employee on the basis of the covered employee’s criminal history record information, then Consultant agrees to discontinue using that covered employee to provide services at the District. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

5.3 For the purposes of this Section, “covered employees” means employees, agents, or subcontractors of Consultant or any of Consultant’s consultants who has or will have continuing duties related to the services to be performed under this Agreement and has or will have direct contact with District’s students. The District will decide what constitutes direct contact with District’s students. “Disqualifying criminal history” means any conviction or other criminal history information designated by the District, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

5.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be, to the extent permitted by law, required by the terms of their contract with Consultant or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certification to District and the contracting entities, and to obtain required certifications from the subcontracting entity’s subcontractors.

5.5 On request of District, Consultant shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees/contractors of the Consultant and all subcontracting entities. Consultant shall update this list on District’s request. Consultant shall further cooperate in all respects with any reasonable request by District to assist District in obtaining criminal history record information on the employees/contractors of Consultant, including without limitation paying any fees or costs reasonably requested by District to enable District to obtain needed criminal history record information.

6.0 Licenses and Technical Matters.

6.1 Consultant represents that where appropriate each and every employee of Consultant and/or any contractor of Consultant that is participating in the provision of Services has the capability, experience, means and appropriate licenses and permits required to perform the Services contemplated by this Agreement to the extent applicable to such individual or contractor. Consultant represents that it is aware of and in full compliance with the laws of Texas, if any, for the licensing and certification of any professionals providing the Services. Upon request, Consultant must provide evidence to the District that any applicable professional license is current

and in good standing. Consultant must contact the District immediately if such license status has changed. Upon request, Consultant shall provide the District with the identity of all individual employees or contractors involved with performing the Services.

7.0 Indemnity

CONSULTANT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE DISTRICT), INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AFFILIATES, AND EACH AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, TRUSTEES, REGENTS AND AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF CONSULTANT'S ACT OR OMISSION IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

8.0 Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

9.0 Immunity as a Defense; Deficiency Debt

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

10.0 Notices

Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses, including any indicated email address:

LJISD: La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560
Attn: Dr. Marcey Sorensen, Superintendent
Email: m.sorensen@lajoyaisd.net

CONSULTANT: Name of Vendor
Address
City, State, Zip Code
Attn: Contact Person
Email:

11.0 Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

12.0 Non-Discrimination

The Parties, in performing this Agreement, shall not discriminate against any person based on race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class.

13.0 Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Hidalgo County, Texas.

14.0 Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

15.0 Severability

If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect and this Agreement shall be liberally construed to carry out the intent of the Parties.

16.0 Entire Agreement; Severability; Further Assurances; Waiver

This Agreement, including Exhibit A attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

17.0 Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

18.0 Headings

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

19.0 Amendments

This Agreement may be amended or modified only by written agreement authorized and executed by the duly authorized representatives of both Parties.

This Agreement may be executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

[SIGNATURES ON NEXT PAGE]

LA JOYA INDEPENDENT SCHOOL DISTRICT:

Signature

Dr. Marcey Sorensen
Name

Superintendent of Schools
Title

Date

Ismael Galindo (Galindo Auctions LLC)

Ismael Galindo
Signature

Ismael Galindo
Name

Owner
Title

12/10/25
Date

Exhibit A - Services and Fees

Scope of Services

Auctioneer will provide the district with the necessary auctioneer services, which include onsite as well as online.

Fee Structure

-10% Auctioneer's Fee & \$300 Advertisement Fee for Category A and Category B
(Auctioneer will pay the District 90% of gross receipts)

Please include proposal or quotation documentation as part of Exhibit A

Funding Source

N/A



La Joya Independent School District Board Agenda Item Submission

Board of Education Meeting: January 7, 2026

Strategic Priority: Priority 3 - Thriving Students

Agenda Category: Action Item

Item Title: Approval of Staffing Contract for the Special Education Department CSP #2026-27 (eLuma)

BACKGROUND:

La Joya ISD Issued CSP# 2026-27 to secure qualified staffing services for the Special Education Department to address ongoing shortages in critical instructional and related-service positions. The solicitation sought vendors capable of providing certified teachers, licensed related-service providers, and support personnel in accordance with IDEA, Section 504, ADA, and district policies. Proposals were evaluated for the best value, focusing on vendor qualifications, staffing capacity, recruitment practices, background checks, and required insurance.

RATIONALE:

Specialized staffing is essential for meeting federal and state service requirements and ensuring students receive timely evaluations and IEP-aligned instruction. Awarding this contract provides the District with reliable access to qualified personnel, reduces service gaps, and supports ongoing compliance. The selected vendor will manage recruitment, placement, credential verification, and substitutes, helping maintain continuity of services and supporting student outcomes across all campuses.

BUDGET:

Cost \$468,920.00	Funding Source 192-11-6299-00-870-6-23-000	Vendor eLuma – Lehi, UT
Purchasing Mechanism CSP #2026-27	Additional Documentation Agreement	

RECOMMENDATION:

Administration recommends approval with expenditures to be incurred on an as-needed basis according to the District’s staffing requirements.

Initiated by: Anna Marie Candelario
Ms. Anna Marie Candelario, Deputy Chief of Academic Advancement and School Performance

Approved for Submission to the Board of Education:

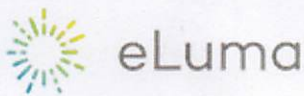
Reviewed by: Derek Little
Dr. Derek Little, Chief of Academic and School Leadership

Dr. Marcey Sorensen

BF&AS Reviewed by: Mirgitt Crespo
Mirgitt Crespo, Chief of Business and Administrative Services

Dr. Marcey Sorensen
Superintendent of Schools

Executive Cabinet Review by: Joseph Niedziela
Joseph Niedziela, Chief of Staff



Live, Online Therapy is Making a Big Difference

Services Guarantee

We believe in building partnerships because a win for you, for the students, for the clinicians, and for eLuma creates more commitment and better student outcomes. At eLuma our commitment to excellence in process and software has enabled us to fill all job openings we contract to fill. This means your students get reliable and consistent services. And in a majority of cases we are able to get services up and running in less than 4 weeks.

Opportunity

As a school administrator, you know firsthand that partnering with a dependable provider makes a world of difference. We truly care about making a difference for you, for the district, and especially for the students. Dependable tools for monitoring, transparency, and accountability bring you the greatest peace of mind. eLuma's track record fulfilling 100% of the job opens we contract to fill is only one piece of the puzzle that will create more value for your district. Many students with special education needs experience great challenges academically, mentally, and socially. With the rising number of students needing services under the Individuals with Disabilities Education Act (IDEA), there is a higher demand for therapy services, Individualized Education Program (IEP) support staff, and specialized personnel. We have to think differently if we're going to meet every child's needs. Blending online and onsite therapy can tremendously increase the quality of therapy in your special education program - even to the tune of increasing productivity by 10-15%, connecting your students with specialized and credentialed therapists, and staffing with great precision.

What schools are saying...

1. "eLuma is awesome to work with as they leave us worry-free, and we know that all will be taken care of. Communication in a virtual world is key and they have this mastered." – Shelley, Director of Special Education
2. "My speech and OT teachers are great, and they help me every week and they are so nice, kind, and funny. I don't feel dumb or wrong with them. I am getting better at speech and am gaining better use of my hands!" – Student
3. "I love eLuma!" – Karen, Director of Special Education

Facts

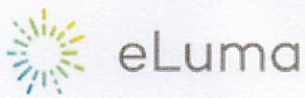
- 40+ years of research supporting online therapy
- Approval from all the major national therapy associations including ATA, ASHA, APA, AOTA, APTA
- ¾ of U.S. consumers say they would use telemedicine services (source:<http://www.healthdatamanagement.com/news/telemedicine-38701-1.html>)
- 47% of school-based therapists responded that job openings were more numerous than job seekers (source: <http://www.asha.org/uploadedFiles/2014-SLP-Supply-Demand.pdf>)
- More than 7 million children are served under the Individuals with Disabilities Act every year (source: http://nces.ed.gov/programs/digest/d13/tables/dt13_204.70.asp)

eLuma Solutions

- Effective online therapy services for Speech Therapy, Occupational Therapy, Mental Health Services, and Physical Therapy (select states)
- Thousands of sessions every month
- Thousands of games and resources for fun and engaging sessions
- Group and individual therapy
- Assessment, IEP management, progress reporting, meeting attendance, scheduling eLuma has experience with hundreds of successful implementations
- Software solutions for school staff
- Value added services to make teletherapy an easy-to-manage district program

School Savings

- Many districts report thousands in savings
- No Travel
- No employee benefits, worker's comp, insurance
- More scheduling flexibility
- No recruiting and retention costs
- Advertising savings
- Little to no material or professional training costs
- Peace of mind



General Information

Quote Name: La Joya ISD - New - 2025/2026
Quote Created Date: 12/10/2025
Quote Number: Q-01467

Contract Start Date: 01/12/2026
Contract End Date: 06/30/2026
Payment Schedule: Monthly

Contact Information

Prepared By: Quinton Murr
Phone: (877) 496-3332
Email: qmurr@elumatherapy.com

Contact Name: Anna Candelario
Phone: +19563232560
Email: a.candelario@lajoyaisd.net

eLuma, LLC.
2801 N. Thanksgiving Way #170
Lehi, Utah 84043

Billing Contact Info:
La Joya Independent School District
201 E EXPY 83
LA JOYA, Texas 78560

Order Details		
Product	Quantity	Total Price
Educational Diagnostician: Hourly	760	\$53,960.00
Educational Diagnostician: Hourly	760	\$53,960.00
Educational Diagnostician: Hourly	760	\$53,960.00
Educational Diagnostician: Hourly	760	\$53,960.00
Educational Diagnostician: Hourly	760	\$53,960.00
Educational Diagnostician: Hourly	760	\$53,960.00
Educational Diagnostician: Hourly	760	\$53,960.00
Educational Diagnostician: Hourly	760	\$53,960.00
Licensed Special Ed Teacher: Hourly	760	\$45,600.00
Licensed Special Ed Teacher: Hourly	760	\$45,600.00
	TOTAL	\$468,920.00

Onsite delivery of services. Quantity quoted represents number of hours. Educational Diagnostician rate is \$71/hr. Special Education Teacher serving as ARD Facilitator (Case Manager role) at \$60hr.



eLuma Master Services Agreement

This eLuma Master Services Agreement, including any Addendums as incorporated herein and any Order Form(s) incorporating this eLuma Master Services Agreement (collectively, this "**Agreement**") is entered into by and between the entity or other organization set forth on this signature page ("**Partner**"), and eLuma, LLC, a Delaware limited liability company ("**eLuma**"). eLuma and Partner may be referred to herein individually as a "**Party**" or collectively as the "**Parties**." This Agreement is effective as of the date of last signature (the "**Effective Date**").

This Agreement consists of: (a) this signature page; (b) the Standard Terms and Conditions; (c) all written Order Forms for the Services and/or Insight SaaS Platform; or (d) applicable Addendum(s), all of which are incorporated herein by this reference.

This Agreement is the complete agreement between the Parties and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations or warranties, express or implied, which are not specified herein. This Agreement may only be modified by a written document expressly stated for such purpose and executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Partner: La Joya Independent School District

eLuma, LLC

By (Signature):

By (Signature):

A handwritten signature in black ink that reads "Zac Makin".

Printed Name:

Printed Name: Zac Makin

Title:

Title: CFO

Date:

Date: 12/18/2025

Standard Terms and Conditions

Partner is an educational institution or school district seeking qualified professionals to furnish certain educational and/or healthcare (including, but not limited to, therapy) services on its behalf to its students with mental health, intellectual, developmental, learning or physical disabilities, as required under federal, state and local laws, as well as other therapy, therapy oversight, and assessment services. eLuma matches contracting partners such as Partner with independent contractor providers authorized to provide certain educational and/or healthcare (including, but not limited to, therapy) services to such contracting partners and their students. Capitalized terms used but not defined in this Standard Terms and Conditions have the meaning assigned to such terms in the applicable Addendum, if any.

1. **AGREEMENT STRUCTURE.** Each Order Form executed by the Parties under this Agreement shall be subject to these Standard Terms and Conditions and the additional terms and conditions set forth in the applicable Addendum. Each Order Form shall specifically reference this Agreement, the Addendum(s) to which such Order Form is subject, and describe the purchased Services and/or license to the Insight SaaS Platform, delivery methods, fees, and any other terms applicable to the Services and/or Insight SaaS Platform provided under the Order Form. When fully executed by authorized signatories of the Parties, each Order Form shall be incorporated into, and shall form a part of this Agreement. The provisions of the various documents making up this Agreement shall, to the extent possible, be interpreted so as to supplement each other and avoid any conflict between them. In the event of a conflict between the terms and conditions of these Standard Terms and Conditions and/or the Addendum applicable to an Order Form, if any, on the one hand and the terms and conditions of an Order Form on the other hand, the terms and conditions of these Standard Terms and Conditions and the Addendum applicable to such Order Form, if any, shall control, unless explicitly stated otherwise in the Order Form, and in that case the conflicting terms and conditions in such Order Form shall apply only to that Order Form.

2. **ELUMA SERVICES.** Subject to the terms and conditions in this Agreement and such applicable Addendum, or as otherwise agreed in a mutually executed Order Form, eLuma will provide Partner with access to the Services as set forth in an Order Form during the Term (as defined below).

3. **INSIGHT SAAS PLATFORM.** eLuma is the developer the Insight SaaS Platform, which is designed to assist Partner in providing certain educational and/or healthcare services to its students. Subject to the terms and conditions in this Agreement, including such applicable Addendum, or a mutually executed Order Form, eLuma will provide one complimentary limited access license to its Insight SaaS Platform located at [Insight.eluma.com](https://insight.eluma.com), which shall include a limited subset of features, such as videoconferencing for each therapy station (a "**Limited License**"), along with reasonable training and support. Each additional Limited License, including for Partner administrators and staff, shall be purchased in accordance with the Order Form. If Partner procures a subscription to a full access license to the Insight SaaS Platform (a "**Full Access License**"), eLuma will provide a designated number of Authorized Users (as defined the Software Terms) with full access to the Insight SaaS Platform, which includes additional functionalities beyond those included in a Limited License.

4. **FEES; TAXES**

4.1 **Fees.** In consideration of the provision of the Services and/or license to the Insight SaaS Platform, Partner shall pay eLuma the fees and expenses ("**Fees**") as set forth in an applicable Order Form.

- i. **Per Student Billing.** With respect to Order Forms noting a "Per Student Billing" or a per Student per year subscription SKU:
 1. A corresponding per Student per month SKU shall be automatically included;
 2. A number of Students exceeding the subscribed per Student per year allotment will incur additional fees, billed monthly in arrears based on the number of additional Students seen during the preceding month; and
 3. Any additional Fees shall be invoiced and due pursuant to the standard payment terms outlined in this Agreement.
- ii. **Onsite Visits.** With respect to Order Forms noting "Onsite Visits" or other in-person or on-site Student visits:
 1. Any such in-person or on-site visits requested by the Partner will be billed at the rate specified in the sales order form per visit, in addition to reimbursable travel expenses, which include but are not limited to coach-class airfare, lodging, mileage, meals, and local transportation.
- iii. **Additional Services.** With respect to Additional Services contemplated by a binding Order Form, eLuma shall invoice Partner for such Additional Services as described herein and/or therein.
- iv. **Miscellaneous.** eLuma may reasonably increase the Fees each year after the Initial Term by no more than 3% by providing Partner written notice thereof at least thirty (30) days before the start of such Renewal Term, unless

otherwise provided in the Order Form. eLuma may provide the Services for an extended school year upon written agreement of the Parties for an additional fee. Partner agrees to use its best efforts to provide caseloads that can be distributed equally throughout the regular school year, unless mutually agreed upon in writing by the Parties. Partner shall reimburse eLuma for reasonable travel expenses (i.e., coach/standard airfare, lodgings, mileage at the current federal mileage rate, meals and local transportation) incurred by eLuma personnel or Paired Clinicians in connection with trips pre-approved in writing and undertaken at Partner's request or for the purposes of meeting with Partner. It is Partner's responsibility to inform eLuma in writing of any onsite activities requested of Paired Clinician or eLuma personnel no less than ninety (90) days prior to the requested on-site activities. Notwithstanding anything in this Agreement to the contrary, Partner shall not be responsible for any travel expenses unless travel is expressly preauthorized in writing by Partner, and only for reasonably necessary travel expenses preauthorized in writing by the Partner and documented by copies of receipts

4.2 Taxes. All Fees and other amounts payable by Partner under any Order Form are exclusive of all sales, use, excise, service, value added, or other taxes, duties, charges, and similar assessments of any kind (whether foreign, federal, state, local, or other) associated with this Agreement, the Services, the Insight SaaS Platform, and Authorized Users' access to and use of the Services and/or Insight SaaS Platform. The Parties agree that Partner is a tax-exempt entity and is not subject to sales or other taxes. Upon request, Partner will provide a copy of its tax exemption certificate or other evidence of exemption.

4.3 Payment Method. Partner agrees to pay eLuma all amounts due within thirty (30) days of eLuma's invoice date. Partner shall make all payments hereunder in U.S. dollars using the payment method set forth in an Order Form. If Partner fails to make any payment when due, without limiting eLuma's other rights and remedies: (a) eLuma may charge interest on the past due amount at the rate of 2% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (b) Partner shall reimburse eLuma for all reasonable costs incurred by eLuma in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for fifteen (15) days or more, then, in addition to any other rights eLuma may have, eLuma may suspend Partner's and its Authorized Users' access to any portion or all of the Services and the Insight SaaS Platform until such amounts are paid in full. Notwithstanding any provision in this Agreement to the contrary, all Partner payments due under this Agreement shall be subject to the Texas Prompt Payment Act, Chapter 2251, Texas Government Code ("Prompt Payment Act").

4.4 Good Faith Dispute. If Partner believes that eLuma has billed Partner incorrectly, Partner must contact eLuma no later than fifteen (15) days after receipt of the invoice, and the Parties will work together to correct any errors. Unless eLuma receives notice of any errors within such fifteen (15) day period, the invoice amount will be due thirty (30) days from eLuma's invoice date.

4.5 Not used.

5. PROPRIETARY INFORMATION

5.1 eLuma Technology. Partner agrees that as between eLuma and Partner, all right, title, and interest in and to the Insight SaaS Platform (except for Partner Data) and eLuma Technology (including any related patent, copyright, trademark, trade secret, intellectual property or other ownership rights) are and will remain the sole and exclusive property of eLuma (or its licensors). Any derivative works, modifications, or enhancements relating to the Insight SaaS Platform or eLuma Technology, or comments, ideas, or other feedback Partner provides to eLuma relating to the Insight SaaS Platform or eLuma Technology will be solely and exclusively owned by eLuma, except for Partner Data.

5.2 Partner Data. eLuma agrees that as between Partner and eLuma, Partner shall retain all of its right, title and interest in and to the Partner Data, and this Agreement in no way conveys to eLuma right, title or interest in the Partner Data except the limited right to use the Partner Data to perform its obligations and to exercise its rights in accordance with the terms and conditions herein.

6. TERM; TERMINATION

6.1 Term. This Agreement shall commence on the Effective Date and, unless earlier terminated as set forth herein, shall continue for the period specified in an applicable Order Form (the "**Initial Term**"); provided that the term shall thereafter automatically renew for successive periods (each, a "**Renewal Term**" and, collectively, the "**Renewal Terms**"), unless either Party provides the other Party at least thirty (30) days' advance written notice of its desire not to renew prior to the end of the then-current Term. When the term automatically renews, the fee will be based on an annual, twelve-month subscription. For



clarity, this Agreement shall continue to apply so long as an Order Form remains in effect. The Initial Term and any Renewal Terms may be collectively and individually referred to as the “**Term**” herein.

6.2 Termination. Either Party may terminate this Agreement if the other Party (a) fails to perform any material obligation (including failure by Partner to pay any amount when due hereunder), (b) materially breaches this Agreement, and such failure or breach (i) is incapable of cure; or (ii) continues for a period of fifteen (15) days after receipt by the breaching Party of written notice from the non-breaching Party specifying such breach, or (c) if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed 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. Partner may terminate this Agreement for convenience, with or without cause, upon thirty (30) days’ advance written notice, upon which termination Partner shall be entitled to a pro rata refund of any unearned prepaid fees or other monies.

6.3 eLuma Termination. eLuma may suspend or terminate Partner’s access to the Services and/or Insight SaaS Platform, at any time in its sole discretion, with or without notice if (a) there is a change to any applicable laws, rules, or regulations that prohibit the offering of the Services and/or Insight SaaS Platform, or (b) eLuma has substantial evidence that Partner’s or its Authorized Users’ use of the Services and/or Insight SaaS Platform violates a court order or judicial decree.

6.4 Effect of Termination. Any provision which by its nature is intended to survive, shall survive the termination of this Agreement. Upon expiration or earlier termination of this Agreement, Partner shall immediately discontinue use of the eLuma Technology and, without limiting Partner’s obligations under this Agreement, Partner shall delete, destroy, or return all copies of the eLuma Technology and certify in writing to the eLuma upon eLuma’s request that the eLuma Technology has been deleted or destroyed. No expiration or termination will affect Partner’s obligation to pay all fees that may have become due before such expiration or termination.

7. REPRESENTATIONS AND WARRANTIES

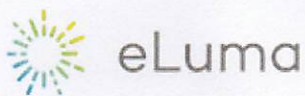
7.1 eLuma Representations. eLuma represents and warrants that (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and (b) it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and (c) the purchased Services and/or license to the Insight SaaS Platform do not infringe or misappropriate any intellectual property rights of any third party.

7.2 Partner Representations. Partner represents and warrants that: (a) Partner owns all right in and to information provided to eLuma by Partner, including Partner Data, or, with respect to any information or Partner Data not owned by Partner, Partner obtain all necessary consents required by state or federal law, and has the authority to input and upload such information or Partner Data to the Insight SaaS Platform, grant the rights provided under this Agreement, and authorize the Services provided to students; (b) it is duly authorized, licensed, and/or chartered to operate in its capacity as an educational institution or other institution that serves students in each jurisdiction in which the ownership of property or the conduct of its respective business requires such authorization, chartering or licensing; (c) it will make reasonable efforts to ensure that any employee and/or independent contractor of Partner will follow all local, state, and federal laws and regulations and industry standards and practices that may apply to its capacity as an educational institution or other institution that serves students; (d) it will make reasonable efforts to ensure that information provided to eLuma by Partner, including Partner Data, shall not violate any rights of privacy or publicity, nor be defamatory, libelous, vulgar, profane or obscene, nor violate any law or other right, privilege or interest of any third party; (e) it will make reasonable efforts to ensure that information provided to eLuma by Partner, including Partner Data, will not include software viruses, bugs, malware, spyware, or other harmful programs; and (f) Partner will make reasonable efforts to obtain all legally-required consents from data subjects (i.e. students, parents/guardians of students, employees, contractors, agents, affiliates) prior to uploading information regarding those data subjects to the Insight SaaS Platform.

8. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES, INSIGHT SAAS PLATFORM, AND ANY ELUMA TECHNOLOGY PROVIDED UNDER AN ORDER FORM ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ELUMA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ELUMA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ELUMA MAKES NO WARRANTY OF ANY KIND THAT THE ELUMA TECHNOLOGY, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET PARTNER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. PARTNER EXPRESSLY ACKNOWLEDGES THAT THE CLINICIANS ARE INDEPENDENT CONTRACTORS, AND THE CLINICIANS, NOT ELUMA, WILL BE DIRECTLY PROVIDING



THE THERAPY AND INSTRUCTIONAL SERVICES TO PARTNER. PARTNER FURTHER ACKNOWLEDGES THAT ELUMA DOES NOT MAKE CLINICAL DECISIONS FOR CLINICIANS AND DOES NOT



OTHERWISE DIRECT OR CONTROL THE THERAPY AND INSTRUCTIONAL SERVICES OR ANY OTHER CLINICAL SERVICES FURNISHED BY CLINICIANS.

9. INDEMNIFICATION.

9.1 eLuma Indemnification. eLuma shall indemnify, defend, and hold harmless Partner from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Partner resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services or Insight SaaS Platform, or your use of the Services or Insight SaaS Platform in accordance with this Agreement, infringe or misappropriate a third party's U.S. intellectual property rights, provided that Partner promptly notifies eLuma in writing of the claim, cooperates with eLuma in connection therewith, and allows eLuma sole authority to control the defense and settlement of such claim. Partner agrees to permit eLuma, at eLuma's sole discretion, to (a) modify or replace the Services or Insight SaaS Platform or component or part thereof, to make it non-infringing, or (b) obtain the right for Partner to continue using the Services or Insight SaaS Platform. If eLuma determines that neither alternative is reasonably available, eLuma may terminate the applicable Order Form, or this Agreement, effective immediately on written notice to Partner, upon which termination Partner shall be entitled to a pro rata refund of any unearned prepaid fees or other monies. This Section 9 will not apply to the extent that the alleged infringement arises from use of the Services or Insight SaaS Platform in combination with data, software, hardware, equipment, or technology not provided by eLuma or authorized by eLuma in writing, modifications to the Services or Insight SaaS Platform not made by eLuma, information provided to eLuma by Partner, including Partner Data, or Third-Party Materials (as defined in the Software Terms). For the avoidance of doubt, eLuma shall have no indemnification obligations with respect to the Insight SaaS Platform if it has not granted a license to access and use the Insight SaaS Platform to Partner. eLuma's obligations in this Section shall be eLuma's sole obligation, and Partner's sole remedies, in the event of any infringement of intellectual property or proprietary rights by or related to the Services or Insight SaaS Platform.

9.2 Partner Indemnification. To the extent permitted by Texas law, Partner shall indemnify, hold harmless, and, at eLuma's option, defend eLuma from and against any Losses resulting from any Third-Party Claim that the information provided to eLuma by Partner, including Partner Data, or any use of the such information, including Partner Data, in accordance with this Agreement, infringes or misappropriates a third party's U.S. intellectual property rights and any Third-Party Claims based on Partner's (a) negligence or willful misconduct; (b) use of the Services, Insight SaaS Platform, or eLuma Technology in a manner not authorized by this Agreement; (c) use of the Services, Insight SaaS Platform, or eLuma Technology in combination with data, software, hardware, equipment, or technology not provided by eLuma or authorized by eLuma in writing; or (d) modifications to the Services, Insight SaaS Platform, or eLuma Technology not made by eLuma, provided that Partner may not settle any Third-Party Claim against eLuma unless eLuma consents to such settlement, and further provided that eLuma will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

10. LIMITATIONS OF LIABILITY. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, THE INSIGHT SAAS PLATFORM, OR THE ELUMA TECHNOLOGY UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPTING EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 9.1 AND 9.2 HEREIN, NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO ELUMA UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. INSURANCE. eLuma shall procure and maintain Commercial General Liability insurance with coverage of at least \$1,000,000 per occurrence and \$3,000,000 aggregate. eLuma shall also procure and maintain Professional Liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Both general and professional liability insurance policies will be procured and maintained for the duration of this Agreement and shall cover the Services and/or Insight SaaS Platform provided under the Order Form.

12. NOTICES. Notices required under this Agreement shall be in writing and may be delivered by email, by certified mail with return receipt requested, or by overnight courier service to the individuals listed in the Order Form. Notice shall be deemed received, and therefore effective, same day if by email, upon delivery if by hand, two (2) business days following deposit in the U.S. Mail, registered or certified mail, postage prepaid mailing, or one (1) business day after deposit for overnight delivery with a bonded courier holding itself out to the public as providing such service.

13. CONFIDENTIALITY

13.1 **Confidential Information.** “**Confidential Information**” means any information disclosed under this Agreement by either Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) that: (a) is in written, graphic, machine readable or other tangible form and is marked “Confidential,” “Proprietary” or in some other manner to indicate its confidential nature; (b) oral information disclosed by the Disclosing Party to the Receiving Party pursuant to this Agreement, provided that such information is designated as confidential at the time of disclosure and reduced to a written summary by the Disclosing Party, marked in a manner to indicate its confidential nature and delivered to the Receiving Party within ten (10) calendar days after its oral disclosure; and (c) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure. Notwithstanding the foregoing, the following information will be deemed the Confidential Information of eLuma whether or not so designated upon disclosure or confirmed in writing: (i) eLuma pricing; (ii) this Agreement, including the terms hereof; and (iii) eLuma Technology. Confidential Information may also include information of a third party that is in the possession of the Disclosing Party and is disclosed to the Receiving Party under this Agreement. Confidential Information will not include any information that: (1) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (2) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party in violation of such Party’s obligations of confidentiality, non-disclosure, and limitations of use; (3) was already in the possession of the Receiving Party without confidentiality obligations at the time of disclosure by the Disclosing Party as shown by the Receiving Party’s files and records immediately prior to the time of disclosure; (4) is obtained pursuant to a written consent or without confidentiality obligations by the Receiving Party from a third party without, to the knowledge of the Receiving Party (after reasonable inquiry), a breach of such third party’s obligations of confidentiality; or (5) is independently developed by or on behalf of the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information. Notwithstanding any other provision in this Agreement to the contrary, the Parties acknowledge that some documents that a Party may consider to be confidential could be deemed to be a public record that is subject to disclosure by Partner under the Texas Public Information Act (“**TPIA**”). In the event that Partner receives a request under the TPIA for disclosure of any Confidential Information or any documents or information shared or created under this Agreement, Partner will provide written notification to eLuma prior to disclosure in the event that eLuma has the desire and opportunity to submit objections to such disclosure to the Texas Attorney General under Section 552.305 of the Texas Government Code.

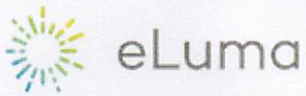
13.2 **Nonuse and Nondisclosure.** The Receiving Party will carry out its obligations hereunder using the same degree of care that it uses in protecting its own Confidential Information, but at least a reasonable degree of care. Each Party will protect the other Party’s Confidential Information in accordance with, and will otherwise comply with the provisions of applicable state and federal law, including the Family Educational Rights and Privacy Act (“**FERPA**”). The Receiving Party will use the Disclosing Party’s Confidential Information solely for the purposes of performing its obligations and exercising its rights under this Agreement. The Receiving Party will not disclose any Confidential Information of the Disclosing Party to third parties or to such Party’s employees, except that the Receiving Party may disclose the Disclosing Party’s Confidential Information to those employees and contractors of the Receiving Party who are required to have the information in order to perform the Receiving Party’s obligations and exercise the Receiving Party’s rights under this Agreement and eLuma is authorized to disclose Confidential Information to the Clinicians, provided however that such employees or contractors (including Clinicians) are subject to a confidentiality agreement with terms no less restrictive than those contained herein. If the Receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Receiving Party will provide the Disclosing Party with prompt written notice of such requirement prior to such disclosure so that the Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, the Receiving Party may furnish that portion (and only that portion) of the Confidential Information that it is legally compelled or is otherwise legally required to be disclosed; provided, however, that the Receiving Party provides such assistance as the Disclosing Party may reasonably request in obtaining such order or other relief at the Disclosing Party’s option and expense.

13.3 **Return or Destruction of Confidential Information.** The Receiving Party will promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party’s Confidential Information or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed, in each case, as requested by such Disclosing Party at any time in writing; provided, however, the Parties agree that eLuma’s continued access to Partner’s Confidential Information which is required for the Services or the Therapy and Instructional Services will be deemed a Partner obligation hereunder. Each Party’s obligations of non-disclosure with regard to specific Confidential Information are effective as of the Effective Date and will expire five years from the date such Confidential Information is first disclosed to the Receiving Party.

14. **MISCELLANEOUS.**

14.1 **Statistical Data.** eLuma may analyze information provided to eLuma by Partner, including Partner Data, and data or other content or information of other clients, to create aggregated or anonymized statistics or data that do not identify Partner or any individual, and eLuma may during and after the Term use and disclose such statistics or data in its discretion, subject to applicable laws and regulations

14.2 **Applicable Law.** The Agreement shall be governed by the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. The Parties agree any legal suit, action, or proceeding arising out of or related to this Agreement, the eLuma, LLC | www.elumatherapy.com | (877) 496-3332 | Lehi, UT 84043



Services, the Insight SaaS Platform, or eLuma's Technology will be instituted exclusively in the courts of Hidalgo County, Texas,

, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

14.3 Non-Solicitation. Partner will not, during the term of the Agreement and for two (2) years thereafter, directly or indirectly, solicit or hire any then-current employee or independent contractor of eLuma, in each case without eLuma's prior written consent. Partner understands and agrees that eLuma has incurred significant expense in hiring and training its employees and in identifying and engaging independent contractors, including developing a network of qualified Clinicians.

14.4 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

14.5 Entire Agreement. This Agreement contains the entire understand of the Parties relating to the subject of this Agreement and supersedes all prior written or verbal and all contemporaneous verbal agreements and understandings relating thereto. This Agreement may only be amended in a writing signed by duly authorized representatives of the Parties.

14.6 Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Neither Party's failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other exercise of such rights.

14.7 Not used.

14.8 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach of Section 5 or Section 13, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of one Party's breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

14.9 Severability. The provisions of this Agreement are severable. If a court determines any provision of this Agreement to be invalid, illegal or unenforceable in any way, the remaining provisions will remain in full force and effect. It is the intention of the Parties that this Agreement be enforced to the fullest extent permitted by law. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.10 Force Majeure. Neither Party will be responsible for any failure to fulfill its obligations in this Agreement due to causes beyond its reasonable control, including without limitation, computer viruses, bugs, tampering, unauthorized intervention, fraud, communications line failure, acts or omissions of government or military authority, acts of God, pandemics, epidemics, shortages of materials or labor, transportation delays, fires, floods, labor disturbances, riots or wars.

14.11 Use of Name and Logo. Partner acknowledges and agrees that eLuma may use Partner's name and logo to identify Partner, and its applicable school district, as a Partner of eLuma on eLuma's website, Partner lists or other marketing materials. eLuma's use of Partner's (or its school district's) name and logo does not create any ownership right therein and all rights not granted to eLuma are reserved by Partner.

14.12 Independent Contractor Status. It is expressly agreed that eLuma and Partner shall be independent contractors and that the relationship between the Parties shall not constitute an employer-employee relationship, a partnership, fiduciary, or agency relationship, or any association or joint venture. Neither Party has authority to enter into contracts on the other Party's behalf.

14.13 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

14.14 Export Regulation. Partner shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services, Insight SaaS Platform, eLuma Technology or any Partner Data outside the US.

14.15 Non-Appropriation. Notwithstanding any other provision in this Agreement to the contrary, the Parties acknowledge that the obligations of Partner to make payments under this Agreement constitute a commitment of revenues for the Partner's current fiscal year only and do not create an impermissible debt. If sufficient funds are not appropriated or otherwise legally available to pay the fees (an event of "non-appropriation"), Partner may terminate this Agreement by delivering notice of termination for non-appropriation as soon as reasonably practicable, and this Agreement shall terminate without penalty or expense to Partner, and Partner shall not be obligated to make any further payments under this Agreement.

14.16 No Waiver of Immunity. Nothing contained in or contemplated by this Agreement shall be construed to waive any immunities to which Partner may be entitled under law.

14.17 Terrorist Organization/Anti-Boycott/Discrimination. Pursuant to Texas Government Code Chapter 2271, eLuma represents and warrants to Partner that eLuma does not boycott Israel and will not boycott Israel during the Term of this Agreement. eLuma verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If eLuma has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement. eLuma represents and warrants to Partner that eLuma does not boycott energy companies as contemplated by Chapter 809 of the Texas Government Code and will not boycott energy companies during the Term of this Agreement. eLuma represents and warrants to Partner that Vendor does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Texas Government Code and will not so discriminate during the Term of this Agreement.

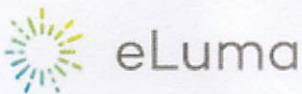
14.18 Certification of Pre-Service Affidavit. Pursuant to Chapter 22A of the Texas Education Code, persons who will act as a service provider for Partner must submit, using a form adopted by the Texas Education Agency, consent for release of the person's employment records and a pre-service affidavit disclosing certain information as set forth in Texas Education Code Section 22A.055(a). eLuma hereby certifies that each person by whom eLuma provides services for Partner has submitted (or will submit before performing any services for Partner) a fully completed and executed pre-service affidavit for educational entities in a form adopted by the Texas Education Agency. Pursuant to Texas Education Code Section 22A.055(e), eLuma understands and agrees that Partner must refuse to allow a person to act as a service provider upon determination that the person failed to disclose the required information before providing Partner services.

Services Addendum

If Partner elects to purchase Services, as set for in an Order Form, these terms and conditions in this Services Addendum shall control with respect to the Service(s). Capitalized terms not defined in this Services Addendum have the meaning given elsewhere in the Agreement.

1. ELUMA SERVICES.

1.1 Facilitation of Clinician's Performance of Therapy and Instructional Services. eLuma will facilitate the performance by the Clinicians (as defined below) of therapy and instructional services (the "**Therapy and Instructional Services**") on behalf of Partner to Partner's students who are enrolled in grades K-12 (collectively, the "**Students**" and, individually, a "**Student**") through the provision of software, non-clinical support services, technology and such other such services provided for in the Agreement (such facilitation and other services provided by eLuma, the "**eLuma Services**"). For clarity, the Services shall not include the provision of the Therapy and Instructional Services. The Therapy and Instructional Services shall be furnished to Partner by the



Clinicians as independent professionals and subject to the terms of a services agreement executed between Partner and each Clinician (each, a "**Therapy and Instructional Services Agreement**"). Partner agrees to execute a counterpart signature page to such Therapy and Instructional Services Agreement in a form agreeable to Partner simultaneously with the execution of the Agreement. eLuma shall provide to Partner a presentation of one or more Clinicians qualified to provide the applicable Therapy and Instructional Services, which Clinicians shall not be unreasonably denied or rejected. In the event Partner either provides to eLuma acceptance of a presented Clinician or fails to reasonably reject a presented Clinician within five (5) business days following the presentation thereof, such Clinician shall be deemed accepted unless Partner requests a reasonable amount of additional time for consideration. eLuma shall coordinate each accepted Clinician's execution of a counterpart signature page of a Therapy and Instructional Services Agreement. Upon execution by Partner and Clinician of such Therapy and Instructional Services Agreement, each Clinician that is a party to such Therapy and Instructional Services Agreement shall be a "Paired Clinician" of Partner. Paired Clinicians are not employees, agents, subcontractors or representatives of eLuma. Partner agrees to simultaneously provide eLuma with a copy of any notice from Partner pursuant to a Therapy and Instructional Services Agreement. In the event of any termination by Partner of a Therapy and Instructional Services Agreement with respect to a particular Paired Clinician, eLuma shall have the ability to provide to Partner, within fifteen (15) business days following eLuma's receipt of notice of such termination, a presentation including a Clinician qualified to provide the Therapy and Instructional Services formerly provided by the Paired Clinician pursuant to the terminated Therapy and Instructional Services Agreement (which replacement Clinician provided to Partner in the presentation shall not be unreasonably denied or rejected by Partner). In the event eLuma fails to timely provide such presentation of a replacement Clinician, the scope of the Therapy and Instructional Services and corresponding portions of the Agreement shall be equitably adjusted.

1.2 Recommendation of Qualified and Credentialed Clinicians. eLuma will provide Partner with a presentation of credentialed and qualified clinician(s) and educator(s) (the "**Presentation**") based on Partner's stated staffing needs as set forth in an applicable Order Form. Qualified clinicians and educators may include, but are not limited to, school psychologists, speech-language pathologists, occupational therapists, social workers, counselors, psychologists, physical therapists, special educators, or other individuals (each, a "**Clinician**" and, collectively, the "**Clinicians**") authorized under applicable law to provide the Therapy and Instructional Services to School's Students qualified to receive such services.

Upon receipt of the Presentation, Partner must either:

- i. Within five (5) business days of receiving the Presentation (the "**Selection Period**"), Partner shall select Clinician(s) to provide Therapy and Instructional Services to the Students, provided that if Partner does not select specific Clinician(s) by the expiration of the Selection Period, eLuma may offer Clinician(s) on Presentation(s) the opportunity to provide Therapy and Instructional Services to Partner and the Students unless Partner requests a reasonable amount of additional time for consideration; or
- ii. If an interview is desired, client must notify eLuma within five (5) business days from the day of presentation (the "Selection Period") otherwise eLuma will move forward as deemed above. An interview must be conducted within the following two (2) business days following notification to eLuma, and Partner will provide a decision within two (2) business days post-interview.

If Partner does not confirm a selection or request an interview within the Selection Period, or fails to provide timely feedback after an interview, eLuma reserves the right to proceed with the Statement of Work (SOW) based on the presented Clinician(s) unless Partner requests a reasonable amount of additional time for consideration.

2. THERAPY AND INSTRUCTIONAL SERVICES

2.1 Provision of Therapy and Instructional Services. The Therapy and Instructional Services will be provided by Paired Clinicians in accordance with the Therapy and Instructional Services Agreement(s) attached as Exhibits to this Addendum and any Order Form entered into between the Parties, including the initial Order Form attached hereto as Addendum 1, and may include but not be limited to: therapy services; instructional services; consultation and collaboration with teachers, caregivers and Partner; assessment services; administrative and billing work; pre- and post-assessment and intervention services; maintenance of regular documentation of services provided, recommended service plan, services provided, and responsiveness to services as well as participation in Partner meetings, including, but not limited to, individualized education planning meetings, as mutually agreed by Partner and Paired Clinicians. The Therapy and Instructional Services will be provided by Paired Clinicians via video conference technologies included in the Insight™ Software (defined below), unless otherwise specified, and in accordance with the Order Form attached hereto.

2.2 Start Date. The Therapy and Instructional Services will start no later than forty-two (42) calendar days from the date an applicable Order Form is executed or the first day of the next-commencing academic year, whichever comes last ("**Services Start By Date**"). Implementation starts immediately following the signing of an applicable Order Form, and both Parties will work together in good faith to begin the Services as soon as possible. If eLuma is not ready to start providing the Services by the Services Start By Date, Partner has one week to elect in writing one of the following options: a) compensatory time be provided to assigned Students for missed services from the time the applicable Order Form is signed to when student services begin (i.e., additional "make-up" services will be provided on an equitable basis) or b) eLuma calculates a prorated credit that will be applied to the applicable Order Form. If Partner elects compensatory time in writing, eLuma cannot guarantee the same Paired Clinicians or schedule availability to provide compensatory time. However, eLuma will work to coordinate for Clinicians to provide Therapy and Instructional Services to assigned Students in a reasonable time frame and in coordination with Partner.

3. Additional Services. To the extent ordered by Partner, eLuma may provide the following additional services, in each case as described in and subject to the additional fees outlined in the applicable Order Form: (i) the provision of an onsite and qualified System Administrator who physically works at the designated sites where students receive the Therapy and Instructional Services (or a Project Manager who works online with virtual schools) in order to coordinate scheduling, facilitate therapy sessions, collaborate with and provide non-clinical training to school staff and administration, and technical support services ("**Support Services**"); and (ii) software onboarding and implementation services, which may include assistance with site selection, technical configuration, facilitator training, scheduling, administrator orientation, school principal orientation, school staff and therapist orientation, coordination and training for school IT department, caregiver orientation, and training regarding the Insight SaaS Platform ("**Onboarding Services**"). The Support Services and Onboarding Services are collectively referenced herein as the "**Additional Services**," and the eLuma Services and Additional Services are collectively referenced herein as the "**Services**".

4. CLINICIAN CREDENTIALS AND AVAILABILITY

4.1 Compliance. Any Paired Clinician who provides the Therapy and Instructional Services is duly qualified and, if required by law, licensed, registered, authorized, or otherwise qualified to provide the Therapy and Instructional Services. eLuma will use commercially reasonable efforts to ensure that the Clinicians follow all local, state, and federal laws and regulations and will materially comply with all industry standards and practices that may apply to the provision of the Therapy and Instructional Services.

4.2 Provision of Services. eLuma will use its reasonable efforts to provide the Services throughout the Term. If Partner does not sign the Order Form within thirty (30) days of receipt, eLuma shall not be responsible for any resulting delays to the Services or inability to provide all requested Clinician availability for any required Therapy and Instructional Services.

4.3 **Requirements.** The Parties agree to diligently meet requirements and will use reasonable efforts to fulfill them with expedience and on a coordinated basis with the other Party. In the event that Partner fails to meet any of the requirements listed herewith in a way that materially impairs eLuma's ability to coordinate Paired Clinicians' delivery of the Therapy and Instructional Services, eLuma shall not be deemed responsible for failure to coordinate Paired Clinicians' delivery of the Therapy and Instructional Services.

5. **CREDENTIALING REQUIREMENTS.** eLuma will use commercially reasonable efforts to confirm all Paired Clinicians meet the applicable state professional licensing and state department of education requirements to furnish Therapy and Instructional Services to Partner (the "**State Qualifications**"). Partner agrees to provide any of Partner's additional credentialing, background check or other Partner-specific requirements (the "**Additional Qualifications**") to eLuma in writing no later than seven (7) days after the date of the Effective Date, and eLuma agrees to utilize commercially reasonable efforts to accommodate and confirm Paired Clinicians' compliance with such Additional Qualifications. If Partner desires to change the Additional Qualifications, Partner will notify eLuma of the new Additional Qualifications in writing and provide at least ninety (90) days for eLuma to utilize its commercially reasonable efforts to confirm Paired Clinicians have met the Additional Requirements. For purposes of clarity, unless prohibited by any applicable law, the delivery of the Therapy and Instructional Services will not be interrupted in connection with the Additional Qualifications.

6. **SITE REQUIREMENTS.** Partner agrees to provide and maintain a designated location(s) (each, a "**Site**") for Paired Clinicians to furnish the Therapy and Instructional Services. The Site designated by Partner must have an area that is quiet, confidential, and relatively free of distraction. Partner agrees to provide an adult supervisor, support person or caregiver at the Site whenever the Paired Clinicians deliver the Therapy and Instructional Services and/or other on-site sessions. Partner will also ensure the following non-clinical items are available and/or provided at each Site: working computers, audio devices, microphone devices, webcams, document camera, high speed Internet, appropriate desk and chairs (properly sized) for the Site as specified by eLuma.

7. **THERAPY SPECIFIC MATERIALS.** From time to time, a Paired Clinician may request Partner provide additional materials and equipment to furnish the Therapy and Instructional Services (collectively, "**Materials**"). These Materials may include writing utensils, paper, theraputty, gym mats, yoga balls, exercise bands, clothespins, student booklets (as necessary), manipulatives, and more depending on the service being delivered. Partner will be responsible for the cost of Materials, and both Parties will work together in good faith to ensure that Students have the Materials they need to participate in the Therapy and Instructional Services.

8. **IMPLEMENTATION SETUP.** The Parties mutually agree to meet and fulfill implementation requirements as specified and set forth as follows.

8.1. eLuma will:

- i Assign a project manager who will lead the implementation project, ensure that eLuma and non-clinical Paired Clinician tasks are completed in a timely manner, and make sure all parties are coordinated so that the Therapy and Instructional Services can begin as quickly as possible;
- ii Provide technology support with respect to Site(s) configuration and setup as requested by Partner and in good faith collaboration with Partner's technology specialists;
- iii Match Partner with Paired Clinicians and staffing needed by Partner for the Therapy and Instructional Services as outlined in this Addendum and the applicable Order Form;
- iv Provide a copy of the fully executed Agreement and evidence of the Professional and General Liability insurance of eLuma and the Professional Liability insurance of Paired Clinicians, in each case to Partner upon request;
- v Use commercially reasonable efforts to assist Partner in obtaining applicable signed W-9 forms from Paired Clinicians; and
- vi Provide platform training to adult supervisors (also known as "facilitators") in the form of print guides, video guides, and, if applicable, live training.

8.2. Partner will:

- i Assign a main point of contact for Partner during implementation, who will make reasonable efforts to ensure that Partner's tasks are completed in a timely manner and that the implementation stays on schedule;

- ii Prior to providing any Students' records to eLuma, obtain written consent from Students' parents or authorized guardians for the provision of Therapy and Instructional Services, as required by FERPA or other law, as applicable, for a) disclosure of Students' records to eLuma and b) provision of Therapy and Instructional Services by eLuma to Students;
- iii Provide caseload information including, but not limited to the number of Students requiring the Therapy and Instructional Services, minutes of the Therapy and Instructional Services, and group therapy session size not to exceed four (4) Students at a time and no more than two (2) Students per computer;
- iv Provide the name(s) of each Site and Facilitator for each Site where the Therapy and Instructional Services will take place, along with each Facilitator's best phone number and email address;
- v Provide access to Student Individualized Education Plans (each, an "*IEP*") by software access, fax, or password protected pdf;
- vi Provide adequate training and support to Paired Clinicians, eLuma employees and eLuma independent contractors for the use of school systems, processes and procedures;
- vii Provide current copies of the academic calendar, along with special scheduling considerations; and
- viii Provide support in creating the therapy schedule with the Paired Clinicians.

9. **DELIVERY REQUIREMENTS.** The Parties mutually agree to meet and fulfill implementation requirements as specified and set forth as follows.

9.1 To facilitate successful delivery of the Therapy and Instructional Services, eLuma will identify and match Partner with Paired Clinicians to provide Therapy and Instructional Services in a timely and efficient manner

9.2 To facilitate successful delivery of the Therapy and Instructional Services, Partner will:

- i Use its best efforts to communicate and deliver information in a timely manner;
- ii Use its best efforts to execute implementation requirements outlined in the onboarding process by eLuma in a timely manner;
- iii Provide a full list of Students, based off the Order Form, who will receive the Therapy and Instructional Services furnished by Paired Clinicians as soon as the school year start date but no later than 4 weeks after the school start date;
- iv Provide access to Student IEP files and other related documentation that will be necessary to provide the Therapy and Instructional Services; and
- v Provide a Facilitator at each Site where the Therapy and Instructional Services take place to perform the following:
 - a. Take Students to and from the Site where the Therapy and Instructional Services take place;
 - b. Help Students log into the computer and the Insight SaaS Platform, put on the headset, etc.;
 - c. Ensure the computer is properly connected to the Insight SaaS Platform and contact the Paired Clinician or eLuma tech support if necessary and if procured by Partner under an Order Form;
 - d. Ensure any technology issues are reported in a reasonably timely manner and, where applicable are addressed by Partner;
 - e. Provide support for Student as requested and under the direction of the Paired Clinician;
 - f. Assist in scheduling and communicating general expectations with school staff and Paired Clinicians;
 - g. Provide Student school schedules;

- h. Ensure compliance with state and federal special education laws and regulations; and
- i. Perform such other tasks as may be reasonably requested by eLuma or Paired Clinician.

10. SUPERVISION

10.1 Assistive Personnel. If an Order Form provides for a Paired Clinician to furnish the Therapy and Instructional Services, which require supervision of clinical assistants or interns, including, but not limited to, Speech Therapy Assistants, Occupational Therapy Assistants, Physical Therapy Assistants, and unlicensed assistive personnel (collectively, "**Assistive Personnel**"), at the Site, Partner represents and warrants Assistive Personnel will:

- i Possess the education and training required by applicable law;
- ii Be authorized under applicable state law to provide Assistive Personnel services and adhere to state and/or national codes of ethics, duties, and responsibilities;
- iii Follow treatment plans approved by the supervising Paired Clinician; and
- iv Adhere to all limitations on the scope of Assistive Personnel's applicable state authorization. Assistive Personnel will not: administer standardized or non-standardized diagnostic tests; make clinical or treatment decisions; prepare treatment plans for each Student with whom the Assistive Personnel works; sign all formal documents and/or review session notes; and participate in IEP meetings, case conferences, caregiver meetings without the supervising Paired Clinician.

10.2 Supervision. Partner will also verify that supervision of assistants or interns via teletherapy is allowed by the applicable jurisdiction, and Partner represents and warrants that, if Partner permits any such supervision by a Paired Clinician, that such supervision via teletherapy is allowed and not prohibited by any applicable law.

11. MAKE-UP/NO SHOW OPERATION STANDARDS

11.1 Attendance. To benefit from Therapy and Instructional Services, it is necessary for a Student receiving such services to attend regularly. For IEP-related services, Paired Clinicians are expected to comply with the minutes enumerated in the plan. eLuma considers absences from the provision of Therapy and Instructional Services the same as an absence from any required school class.

11.2 No-Show. A Student does not attend a pre-scheduled Therapy and Instructional Services session without any communication from Partner to the Paired Clinician in advance. A makeup session is forfeited.

11.3 Late Cancellation. Partner cancels a pre-scheduled Therapy and Instructional Services session with less than 24-hour notice to the Paired Clinician. A makeup session is forfeited.

11.4 Partner Cancellation. Partner cancels a pre-scheduled Therapy and Instructional Services session with more than 24-hour notice. The applicable Student will be offered a makeup session within two (2) weeks of the missed session. If the Paired Clinician or applicable Student is unable to make up the pre-cancelled session within two (2) weeks, a written agreement from eLuma to permit and coordinate the applicable services beyond the timeframe will be needed.

11.5 Paired Clinician Cancellation. Paired Clinician cancels a pre-scheduled Therapy and Instructional Services session with more or less than 24-hour notice. The applicable Student will be offered a makeup session within two (2) weeks of the missed session. If the Paired Clinician or applicable Student is unable to make up the pre-cancelled session within two (2) weeks, a written agreement from eLuma to permit and coordinate the applicable services beyond the timeframe will be needed.

11.6 Makeup Sessions. Notice of absence is required 24 hours prior to a scheduled Therapy and Instructional Services session to be eligible for a makeup session. Makeup sessions are dependent on availability of Paired Clinicians and applicable Students. Makeup sessions must be held within two (2) weeks of the originally canceled session. Extenuating circumstances for needed makeup sessions beyond such two (2) week period require agreement by eLuma in writing. If the applicable Student does not attend a scheduled makeup session and/or the Paired Clinician is not notified 24 hours prior to the session of the absence, then the session is forfeited and may not be made up at a later date.

12. Partner shall not hire any clinician provided by eLuma during the term of this Agreement and for six (6) months thereafter without the prior written consent of both parties..

13. PARTNER NOTIFICATION. Partner must inform eLuma in writing within two (2) business days if any Clinician presented by eLuma is already known to Partner through means other than eLuma. If Partner fails to so notify eLuma, eLuma shall be deemed to have made the introduction.

THERAPY AND INSTRUCTIONAL SERVICES AGREEMENT

This Therapy and Instructional Services Agreement (this “Agreement”) is made and entered into by and between La Joya Independent School District (“School”) and each provider that executes a counterpart signature hereto (each individually, “Provider”). Each Provider and School are sometimes individually referred to as a “Party” and, collectively, as the “Parties.” This Agreement is deemed to be a series of separate agreements between School, on the one hand, and each Provider, on the other hand, with the date of each such agreement being the date of last execution hereof by School and the applicable Provider. For purposes of clarity, no Provider shall have any responsibilities or obligations with respect to any other Provider.

WHEREAS, School entered into the eLuma Master Services Agreement (the “eLuma Agreement”) with eLuma, LLC (“eLuma”) and has requested that eLuma provide School with a presentation of a qualified provider(s) for School to select from to furnish therapy and/or counseling assessments, or therapy or counseling services to School’s students (the “Therapy and Instructional Services”);

WHEREAS, Provider’s or its employees’ professional credentials and qualifications are of the nature requested by School and eLuma has confirmed those credentials and qualifications on behalf of School; and

WHEREAS, School seeks to engage Provider to furnish the Therapy and Instructional Services to School and School’s students, with this Agreement being a Therapy and Instructional Services Agreement contemplated by the eLuma Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, it is agreed as follows:

1. **Provision of Services.** Provider hereby agrees to provide for the benefit of School’s students and after the receipt of any required consents from the parent/student such of the Therapy and Instructional Services as agreed to in the eLuma Agreement Order Form as are set forth on Exhibit A hereto as specified in the eLuma Agreement Order Form, whether onsite or through the use of telehealth technology described in the eLuma Agreement.

2. **Term.** This Agreement will be effective as between School and a particular Provider upon the later of the execution of this Agreement by School or such Provider, and will continue until the date one (1) year after the date of School’s execution hereof (the “Initial Term”) unless earlier terminated pursuant to the terms of this Agreement or the eLuma Agreement. Thereafter, this Agreement may be renewed pursuant to the signed written agreement of the Parties (the “Initial Term” and all “Renewal Terms” are, collectively, referred to herein as the “Term”). Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated as follows:

(a) **Termination of the eLuma Agreement.** This Agreement shall be automatically terminated simultaneously with the termination of the eLuma Agreement.

(b) **Termination For Cause.** This Agreement may be terminated by School at any time for “Cause.” “Cause” for termination is defined as the occurrence of any of the following events and shall be effective immediately upon the occurrence of any such event unless otherwise specifically stated:

(i) Provider ceases to be in good standing with applicable licensing authorities or is no longer authorized to practice the applicable professions in the state School is located or the state Provider is physically located when Provider furnishes the Therapy and Instructional Services;

(ii) Provider ceases to be covered or is ineligible for adequate insurance coverage against claims for professional liability;

(iii) In the commercially reasonable judgment of School, Provider, by its action or inaction, jeopardizes the quality of care provided to or the health of School’s students; provided, however, that if termination is made under this subsection (iii), it shall be effective only in the event written notice is provided by School to Provider with a copy to eLuma specifying the reason for such termination and reasonably detailed related facts, which reason for termination pursuant to this subsection (iii) are not cured or corrected in the commercially reasonable judgment of School within fifteen (15) business days following the date of such notice, with such termination pursuant to this subsection (iii) then required to be provided by School to Provider with a copy to eLuma within ten (10) business days following the expiration of such cure and correction period; if after one such cure or correction School provides a second written notice of substantially the same issue, this Agreement shall terminate five (5) business days after Provider and eLuma’s receipt of the second written notice; or

(iv) Provider fails or refuses to faithfully and diligently perform the Therapy and Instructional Services pursuant to this Agreement; provided, however, that if termination is made under this subsection (iv), it shall be effective only in the event written notice is provided by School to Provider with a copy to eLuma specifying the reason for such termination and reasonably detailed related facts, which reason for termination pursuant to this subsection (iii) are not cured or corrected in the commercially reasonable judgment of School within fifteen (15) business days following the date of such notice, with such termination pursuant to this subsection (iii) then required to be provided by School to Provider with a copy to eLuma within ten (10) business days following the expiration of such cure and correction period; if after one such cure or correction School provides a second written notice of substantially the same issue, this Agreement shall terminate five (5) business days after Provider and eLuma’s receipt of the second written notice.

3. **Payment for Services and Expenses.** School acknowledges the fee for Provider’s provision of the Therapy and Instructional Services is included as a component of the services described in the eLuma Agreement Order Form. Provider designates eLuma as its agent for billing and collecting from School payment for the Therapy and Instructional Services furnished pursuant to this Agreement. School shall reimburse eLuma, on behalf of Provider, for any travel expenses (i.e., coach/standard airfare, lodgings, mileage at the current federal mileage rate, meals and local transportation) incurred in connection with trips pre-approved in writing and undertaken at School’s request for the purpose of meeting with School (“Travel Expenses”). All of Provider’s



Travel Expenses shall be invoiced through eLuma. Notwithstanding any other provision in this Agreement to the contrary, School's payment of fees and any Travel Expenses shall be governed by the terms of the eLuma Master Services Agreement.

4. **Independent Contractors.** Each Party will act in performance of this Agreement in an independent capacity, and not as officers, employees, or agents of the other Party.

5. **Provider Licensure and Qualifications.** Provider represents and warrants it and/or each employee of Provider providing services hereunder: (i) is duly licensed, registered or credentialed by the applicable state regulatory bodies; and (ii) has undergone and passed all background checks and examinations that are required by any health care licensing board, state or federal departments of education, or other applicable governmental authority required for the provision of the Therapy and Instructional Services. Without limitation, the background checks and examinations include a national criminal history record information review as required by Texas Education Code §22.0834, and Provider shall provide all necessary certifications to School and eLuma as specified by that section, and shall prevent persons from providing services to School or having contact with School's students if the person has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code §22.085. If School should require any additional credentials or qualifications of Provider to continue to furnish the Therapy and Instructional Services ("Additional Qualifications"), School will notify Provider of the Additional Qualifications in writing and provide ninety (90) days for Provider to obtain any Additional Qualifications, provided Provider shall not permit the person requiring Additional Qualifications from furnishing Therapy and Instructional Services to School's students until satisfactory evidence of such Additional Qualifications has been provided to eLuma and School. Provider agrees to utilize its commercially reasonable efforts to accommodate and confirm compliance with Additional Qualifications.

6. **Delivery Requirements.** School shall utilize its best efforts to: (i) communicate and furnish information regarding the delivery of the Therapy and Instructional Services to Provider; (ii) furnish a full list of students, based off the eLuma Agreement Order Form, who will receive the Therapy and Instructional Services furnished by Provider as soon as the school year start date or upon execution of this Agreement ; (iii) provide access to student IEP files and other related documentation required to provide the Therapy and Instructional Services to Provider; and (iv) provide a facilitator to support the remote provision of the Therapy and Instructional Service through non-clinical tasks.

7. **Supervision of Assistive Personnel.** The Therapy and Instructional Services may require Provider's supervision of certain services furnished through clinical assistants or interns, including, but not limited to, as applicable, Speech Therapy Assistants, Occupational Therapy Assistants, and Physical Therapy Assistants physically present at School and employed or contracted by School ("Assistive Personnel"). School will ensure Assistive Personnel: (i) have all necessary education and training to assist Provider in provision of the Therapy and Instructional Services; (ii) are authorized under applicable state law to assist in the provision of the Therapy and Instructional Services; (iii) follow the treatment plans approved by Provider; (iv) adhere to all limitations on the scope of the Assistive Personnel's applicable state authorization; and (v) not participate in IEP meetings, case conferences, caregiver meetings or other meetings without Provider being present. School shall provide Provider with all requested documentation relating to the Assistive Personnel's qualifications. Assistive Personnel shall only assist in the provision of the Therapy and Instructional Services as directed by Provider and consistent with a student's IEP or plan of care developed by Provider. Provider will only supervise Assistive Personnel where remote supervision is permitted under applicable state law. Provider may decline to furnish

services with individual Assistive Personnel upon a good cause determination made in Provider's sole discretion and communicated to School on a timely basis.

8. **Availability and Retention of Records.** Each Party shall maintain and preserve all documentation of the Therapy and Instructional Services provided related to this Agreement, in accordance with applicable law.

9. **Consent.** School shall be responsible for obtaining written consent from Student's parents or authorized guardians for the provision of Therapy and Instructional services via

telehealth technology and as required by the Federal Educational Rights and Privacy Act (“FERPA”) and/or the Health Insurance Portability and Accountability Act (“HIPAA”) to disclose student records and/or health records to Provider.

10. **Safeguarding of Information.** Each Party agrees to maintain, as required by applicable law, any information concerning the Therapy and Instructional Services provided pursuant to this Agreement, and to not disclose such information unless upon the provision of advance written consent or as otherwise authorized by applicable law.

11. **Insurance.** Provider agrees to obtain and maintain, at its expense, at all times throughout the term of this Agreement, a policy of professional liability insurance applicable to the state(s) or jurisdiction(s) where Provider and student are physically located when Therapy and Instructional Services are furnished. The policy shall have limits of not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the annual aggregate to cover any loss, liability or damage alleged to have been committed by Provider.

12. **Notification.** Provider shall promptly notify School and provide copy to eLuma prior to the provision of any additional Therapy and Instructional Services of: (i) any action taken to restrict, suspend, or revoke Provider’s license to practice their profession; (ii) any suit brought against Provider for malpractice; or (iii) any other situation that may adversely affect Provider’s ability to carry out its duties and obligations under this Statement of Work.

13. **Waiver.** No waiver of or failure by either Party to enforce any of the provisions, terms, conditions, or obligations herein shall be construed as a waiver of any subsequent breach of such provision, term, condition, or obligation, or of any other provision term, condition, or obligation hereunder, whether the same or different in nature. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

14. **Nondiscrimination.** Provider agrees to abide by all of School’s policies and to treat all students without regard to race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, gender, age, disability, or other factors unrelated to student’s need for the Therapy and Instructional Services, or any other legally prohibited basis, except as may be medically indicated.

15. **Governing Law; Venue.** This Agreement and any modifications, amendments, or alterations shall be governed, construed and enforced under the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. The Parties agree any legal suit, action, or proceeding arising out of or related to this Agreement will be instituted exclusively in the courts of Hidalgo County, Texas, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

16. **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed to have been duly given upon personal delivery; or one (1) business day following deposit for overnight delivery with a bonded courier holding itself out to the public as providing such service; or two (2) business days following deposit in the U.S. Mail, registered or certified mail, postage prepaid, and in any case addressed as follows, or to such other addresses as an applicable Party or eLuma, as applicable, may designate from time to time:

If to Provider: To the address set forth in Provider's counterpart signature page to this Agreement

If to School: La Joya Independent School District
201 E EXPY 83
LA JOYA
Texas
78560

If to eLuma: eLuma LLC
Attn: Recruitment Department
2801 N. Thanksgiving Way
Suite 170
Lehi, UT 84043

17. **Survival.** Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations, and warranties, expressed and implied, shall survive the termination of the Agreement, and shall remain in effect and be binding upon the Parties until they have fulfilled all of their obligations hereunder.

18. **Assignment; Third Party Beneficiaries.** This Agreement may not be assigned by either Party without the prior written consent of the other Party and eLuma. Each Party understands and agrees that eLuma is an express third-party beneficiary of this Agreement.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

20. **No Waiver of Immunity.** Nothing contained in or contemplated by this Agreement shall be construed to waive any immunities to which School may be entitled under law.

21. **Entire Agreement.** This Agreement contains the entire understand of the Parties relating to the subject of this Agreement and supersedes all prior written or verbal and all contemporaneous verbal agreements and understandings relating thereto. This Agreement may only be amended in a writing signed by duly authorized representatives of the Parties

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the respective dates set forth below.

SCHOOL:

La Joya Independent School District

By:

Name:

Title:

Date:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the respective dates set forth below.

PROVIDER:

If an entity:

By: _____

Name: _____

Title: _____

Date: _____

If an individual:

By: _____

Name: _____

Date: _____

Notice, for purposes of Section 16 of the Agreement:

EXHIBIT A

Each of the below, as applicable to a particular Provider, to the extent contemplated by a statement of work between eLuma and such Provider with respect to School, and to be provided onsite, rather than online, if so agreed to in the eLuma Agreement Order Form.

Online speech-language therapy services are provided remotely by a credentialed professional including treatment, IEP meeting attendance, case management as needed, and progress note completion.

Online speech-language assessments, screenings, supervision, and record reviews.

Online mental health counseling applicable to special education students provided remotely by an LMFT, LCSW, LPC, or other equally qualified and credentialed professional including treatment, IEP meeting attendance, and progress note completion.

Online mental health counseling applicable to all students provided remotely by a qualified and credentialed professional. Services may include meeting attendance, records review, report writing, individual therapy with students, group therapy with students, caregiver support/informational webinars, and staff/faculty professional development webinars.

Online school psychology services by a licensed professional, which may include assessments, record reviews, consultations, IEP meeting attendance, case management as needed, and other typical and reasonable duties as assigned to a school psychologist.

Online occupational therapy services are provided remotely by a credentialed professional including treatment, IEP meeting attendance, and progress note completion.

Online occupational therapy assessments, screenings, supervision, and record reviews are sold separately.

Online physical therapy services are provided remotely by a credentialed professional including treatment, IEP meeting attendance, and progress note completion. A qualified and credentialed assistant is required to be onsite, physically with students for this service. Informal assessment can be conducted, but formal assessments to determine eligibility are not provided as part of this service.



La Joya Independent School District Board Agenda Item Submission

Board of Education Meeting: January 7, 2026

Strategic Priority: Priority 3 - Thriving Students

Agenda Category: Action Item

Item Title: Approval of Staffing Contract for the Special Education Department CSP #2026-27 (Presence Learning)

BACKGROUND:

La Joya ISD Issued CSP# 2026-27 to secure qualified staffing services for the Special Education Department to address ongoing shortages in critical instructional and related-service positions. The solicitation sought vendors capable of providing certified teachers, licensed related-service providers, and support personnel in accordance with IDEA, Section 504, ADA, and district policies. Proposals were evaluated for the best value, focusing on vendor qualifications, staffing capacity, recruitment practices, background checks, and required insurance.

RATIONALE:

Specialized staffing is essential for meeting federal and state service requirements and ensuring students receive timely evaluations and IEP-aligned instruction. Awarding this contract provides the District with reliable access to qualified personnel, reduces service gaps, and supports ongoing compliance. The selected vendor will manage recruitment, placement, credential verification, and substitutes, helping maintain continuity of services and supporting student outcomes across all campuses.

BUDGET:

Cost: \$290,720.00	Funding Source 192-11-6299-00-870-6-23-000	Vendor Presence Learning – New York, NY
Purchasing Mechanism CSP #2026-27		Additional Documentation Agreement

RECOMMENDATION:

Administration recommends approval with expenditures to be incurred on an as-needed basis according to the District’s staffing requirements.

Initiated by: Anna Marie Candelario
Ms. Anna Marie Candelario, Deputy Chief of Academic Advancement and School Performance

Reviewed by: Derek Little
Dr. Derek Little, Chief of Academic and School Leadership

BF&AS Reviewed by: Mirgitt Crespo
Mirgitt Crespo, Chief of Business and Administrative Services

Executive Cabinet Review by: Joseph Niedziela
Joseph Niedziela, Chief of Staff

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Dr. Marcey Sorensen
Superintendent of Schools



MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) is entered into as of the date of the latter signature set forth on the signature page attached hereto (“Effective Date”), by and between PresenceLearning, Inc., a Delaware corporation with a place of business located at 530 Seventh Ave, Suite M1, New York, NY 10018 (“Presence”), and the undersigned customer (“Customer”). Each Presence and Customer may individually be referred to as a “Party” and collectively referred to as the “Parties”.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Presence and Customer, hereby agree as follows:

1. Structure of the Agreement. This MSA shall apply each time Customer engages with Presence for the provision of services (collectively, “Services”). The Services shall be described in one or more schedules (each, a “Schedule”), service orders (each, a “Service Order”), and/or exhibits (each, an “Exhibit”), each of which shall reference this MSA and, with respect to each Service Order, shall be executed by the Parties. Each Schedule, Service Order, and Exhibit entered into or delivered hereunder (each an “Incorporated Document”, and collectively, “Incorporated Documents”) may provide additional terms and conditions related to the Services, in writing signed by both parties. This MSA and the Incorporated Documents are collectively referred to herein as the “Agreement”. In the event of a conflict between the terms of this MSA and the terms of any Incorporated Document, the terms of the MSA shall control; provided, however, that the Parties may in any Incorporated Document specifically (i.e., with reference to the MSA) agree to: (a) exclude or except an otherwise controlling provision of this MSA; (b) adopt a clause or provision to apply in lieu of an otherwise controlling provision of this MSA; or (c) reference a governing external code, document, or standard that will apply in lieu of any otherwise controlling provision of this MSA (or any Incorporated Document).

2. Fee and Payment Terms. Customer shall pay all fees (collectively, “Fees”) specified in the Schedule or Service Order for the Services being purchased. Fees are due and payable thirty (30) calendar days from the receipt by the Customer of an invoice unless specified otherwise in any applicable Schedule or Service Order. Customer may dispute an invoice no later than forty-five (45) calendar days from the receipt of the invoice. The Parties will work together in good faith to resolve any disputes as soon as possible. Upon resolution, Customer shall remit the amount owed within ten (10) calendar days. Customer is a Texas public school district exempt from all sales use, and excise taxes, duties, and charges of any kind imposed by any federal, state, or local government entity. Customer is also not responsible for taxes on Presence's income. Customer will provide a certificate showing tax exempt status upon request.

3. Term; Termination; Effects of Termination.

3.1. Term. The term of this MSA commences on the Effective Date and continues until terminated by either party pursuant to Section 3.2 (such period, the “Term”). Each Incorporated Document shall have the term specified therein.

3.2. Termination. This MSA or any Incorporated Document may be terminated: (a) by either Party without cause upon forty-five (45) calendar days prior written notice to the other Party; (b) by Presence upon any failure of Customer to pay when due any Fees (as defined in Section 2) which failure is not cured within fifteen (15) calendar days after Customer receives written notice of the failure from Presence; provided, however, that in lieu of terminating the MSA or any Incorporated Document, Presence may, at its sole option, suspend Services, in whole or in part; (c) by either Party with cause material breach of the Agreement by the other Party which breach is not cured within fifteen (15) calendar days after the breaching Party receives written notice of the breach from the non-breaching Party; or (d) immediately by Customer upon a payment equal to the product of (x) eight (8) and (y) the Weekly Dedicated Hours (if Weekly Dedicated Hours are included in the Service Order).

3.3. Effects of Termination. Upon the termination of the MSA or the expiration or termination of any Incorporated Document for any reason, (a) all Fees owed to Presence that accrued before such termination or

expiration will be immediately due and payable, except for any such amounts being disputed in good faith by Customer in accordance with Section 2.

4. Customer's Systems.

4.1 Use of Customer Systems for Services. Customer acknowledges and agrees that clinicians performing Services under this Agreement will utilize solely Customer's own technology systems, platforms, and infrastructure for case management and service delivery. Presence shall have no responsibility, obligation, or liability for: (i) the provision, maintenance, security, or performance of Customer's systems; (ii) any technical issues, system failures, downtime, or functionality limitations related to Customer's systems; (iii) any data breaches, unauthorized access, or security incidents involving Customer's systems or data; (iv) Customer's compliance with applicable privacy laws, data protection requirements, or security standards related to Customer's systems; or (v) any claims, damages, or losses arising from or related to clinicians' use of Customer's systems to perform Services

4.2 Customer Technology Responsibilities. Customer is solely responsible for: (i) providing clinicians with timely access to all necessary Customer systems, documentation, and tools required to perform Services; and (ii) ensuring Customer's systems have adequate functionality, security, and performance capabilities for the Services.

5. Parties' Proprietary Rights; FERPA; HIPAA; State Privacy Laws.

5.1. Customer Proprietary Rights. Customer retains all rights, in and to all data, student data, files, reports and information provided by Customer, its Authorized Users, or that is generated from Customer's use of the Services ("Customer Data"), excluding Presence' proprietary algorithms, methodologies, and anonymized data as specified in Section 7. During the Term, Customer grants to Presence, solely in connection with Presence's performance of its obligations hereunder, a limited non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use Customer Data that is uploaded to the Platform.

5.2. FERPA. In connection with the performance of Services, Presence may have access to education records ("FERPA Records") that are defined in and subject to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, et seq. and related regulations ("FERPA"). To the extent that Presence has access to FERPA Records, Presence is deemed a "school official" and may use FERPA Records solely for the specific "legitimate educational purposes" as defined under FERPA. Student records disclosed to Presence by Customer and maintained within Platform are by definition "education records" under FERPA and not "protected health information" under HIPAA. Because student health information in education records is protected by FERPA, the HIPAA Privacy Rule excludes such information from its coverage. See the exception paragraph (2)(i) in the definition of "protected health information" in the HIPAA Privacy Rule at 45 CFR § 160.103. See, also, Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records. Presence's FERPA policy may be accessed at <https://www.presence.com/about/ferpa/>.

5.6. HIPAA. In connection with the performance of Services, Presence may have access to certain "protected health information" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Presence hereby represents that the Presence Platform complies with all applicable HIPAA regulations.

5.7. State Privacy Laws. Presence is, and at all times has been, in material compliance with all applicable federal and state laws, rules, and regulations relating to privacy, data protection, and the collection and use of Personal Information collected, used, and held for use by Presence.

6. Confidentiality.

6.1. Confidential Information. All information disclosed by one Party (in such capacity, the "Disclosing Party") to the other Party (in such capacity, the "Receiving Party") during the Term that is either identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, whether in oral, written, graphic or electronic form, shall be deemed to be "Confidential Information."

6.2. Exceptions. Information will not be considered Confidential Information if the information is or was: (i) publicly available through no act or omission of the Receiving Party; (ii) in the Receiving Party's lawful possession prior to disclosure by the Disclosing Party and not obtained either directly or indirectly from the Disclosing Party;

(iii) lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (iv) independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information.

6.3. **Nondisclosure.** The Parties agree, that during the Term and for a period of one year thereafter (or, as applicable, with respect to Confidential Information that is a trade secret, indefinitely) after its termination, to hold each other's Confidential Information in confidence and not to disclose such information in any form to any third party without the express written consent of the disclosing party, except to employees, subcontractors, or agents (collectively, "Representatives") who are under a written non-disclosure agreement protecting the applicable Confidential Information in a manner no less restrictive than this Agreement. Each Party shall remain responsible for any breaches of this Section 8.3 by any of such Parties' Representatives.

7. **Clinician Conversion; Conversion Fee.**

7.1. **Clinician Conversion.** During the Term of this Agreement, Customer may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any Presence clinician except in accordance with the terms set forth in this Section 7.

7.2. **Conversion Fee.** During any Service Order Term, and for a period of twelve (12) months thereafter, Customer shall pay Presence a conversion fee as set forth below if Customer hires a clinician who has provided Services to Customer under this Agreement (a "Converted Clinician"), except that no conversion fee shall apply if the clinician responds to a general job posting that was not specifically targeted at or discussed with Presence clinicians. If a conversion fee applies, Customer shall notify Presence of its intent to offer employment to any clinician not less than ten (10) calendar days prior to offering such employment. Upon the date a Converted Clinician commences employment with Customer (the "Conversion Effective Date"): (i) the Converted Clinician shall be allowed to continue to utilize the Platform (in the same manner and with the same functionality as the Converted Clinician utilized the Platform prior to the Conversion Effective Date) through the earlier of the expiration of the then-current school year or the Service Order Term pursuant to which the Converted Clinician was performing Services hereunder prior to becoming a Converted Clinician and (ii) Customer shall pay Presence a fee of \$15,000.

8. **Indemnification.**

8.1. **Indemnification by Customer.** Unless prohibited by law or school district regulations, Customer shall indemnify and hold Presence harmless against any and all claims, demands, damages, liabilities and costs (including reasonable attorney's fees) incurred by Presence or its Representatives arising, directly or indirectly, from any breach of this Agreement, the negligent act or omission or willful misconduct of Customer, its agents, or employees, pertaining to its activities and obligations under this Agreement, or Customer's or its Authorized Users' illegal behavior or conduct (collectively, "Presence Indemnifiable Claims"), including reasonable costs, including out of pocket, incurred in connection with preparing to defend against any Presence Indemnifiable Claims.

8.2. **Indemnification by Presence.** Presence shall indemnify and hold Customer and its Representatives, harmless against any and all claims, demands, damages, liabilities and costs (including reasonable attorney's fees) incurred by Customer arising, directly or indirectly, from any breach of this Agreement, the negligent act or omission or willful misconduct of Presence, its agents, or employees, pertaining to Presence's activities and obligations under this Agreement (collectively, "Customer Indemnifiable Claims"), including reasonable costs incurred in connection with preparing to defend against any Customer Indemnifiable Claims.

8.3. **Conditions of Indemnification.** The obligations set forth in Sections 8.1 and 8.2 are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

9. **Limitation of Liability.**

9.1. **DAMAGE DISCLAIMER.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS

INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. GENERAL DAMAGE CAP. IN NO EVENT SHALL PRESENCE OR CUSTOMER BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES OR LOSSES IN EXCESS OF THE GREATER OF THAN THE AMOUNT CUSTOMER PAID FOR SERVICES DURING A THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW EVEN IF (A) A REMEDY DOES NOT FULLY COMPENSATE CUSTOMER FOR ANY LOSSES OR (B) PRESENCE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES.

10. Representations and Warranties.

10.1. Customer. Customer represents and warrants that Customer: (a) has the full right, power, and authority to enter into this Agreement; (b) has assessed the Platform's necessary specifications and functionality and found it suitable for Customer's needs; (c) shall be fully responsible for providing, maintaining, and ensuring the security of all devices used by students to access the Platform and receive Services, and shall ensure that all such devices comply with Presence's security requirements and specifications.

10.2. Presence. Presence represents and warrants that Presence: (a) has the full right, power, and authority to enter into this Agreement and (b) has used commercially reasonable efforts to prevent the introduction of, and to the knowledge of Presence, the Platform does not contain any, software viruses, time or logic bombs, trojan horses, worms, timers or clocks, trap doors or other malicious computer instructions, devices, or techniques.

11. Miscellaneous.

11.1. Compliance with Laws. Each Party shall comply with all laws, rules and regulations, if any, applicable to it in connection with the performance of its obligations under the Agreement.

11.2. Survival. Sections 2, 3, 6 – 10 will survive expiration or termination of this Agreement.

11.3. Amendments and Modifications. Any amendment and modifications to this Agreement must be in writing, reference the Agreement, and be executed by both Parties.

11.4. Third Party Beneficiaries. This Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights to any third party.

11.5. Assignment. Neither party shall not assign or otherwise transfer its rights or delegate its obligations under the Agreement, in whole or in part, without the prior written consent of of the other Party and any attempt to do so will be null and void.

11.6. Force Majeure. Neither Party shall be liable for failing or delaying the performance of its obligations (except for the payment owed for services rendered) resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood, epidemics, pandemics, or other acts of God, labor conditions, power failure, and Internet disturbances. Presence will not be responsible for receiving data, queries, or requests directly from Customer's Authorized Users.

11.7. No Waiver. The failure to require performance of any provision of this Agreement shall not affect a Party's right to require performance at any time thereafter; nor shall any waiver of a breach of any provision constitute a waiver of the provision itself.

11.8. Notices. All notices relating to this Agreement must be in writing, sent by postage prepaid first-class mail, courier service, or via email: To Presence send to: PresenceLearning, Inc., 530 Seventh Ave, Suite M1, New York, NY 10018, Attn: Legal Department or via email at legal@presence.com. To Customer: Notices will be sent to the physical or email address provided to Presence, or by other legally acceptable means.

11.10. Independent Contractors. The Parties are and shall remain independent contractors and nothing in this Agreement shall be deemed to create any agency, partnership, or joint venture relationship between the Parties. Neither Party shall be deemed to be an employee or legal representative of the other nor shall either Party have any right or authority to create any obligation on behalf of the other Party.

11.11. Entire Agreement. This Agreement, including any Incorporated Documents, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all other prior agreements and understandings, both written and oral, between the Parties.

11.12. Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement are governed by the law of the state the Customer is located.

11.13. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A facsimile, PDF, or other electronic signature of this Agreement shall be valid and have the same force and effect as a manually signed original.

12. No Waiver of Immunity. Nothing contained in or contemplated by this Agreement shall be construed to waive any immunities to which Customer may be entitled under law.

13. Non-Appropriation. Notwithstanding any other provision in this Agreement to the contrary, the parties acknowledge that the obligations of Customer to make payments under this Agreement constitute a commitment of revenues for the Customer's current fiscal year only and do not create an impermissible debt. If sufficient funds are not appropriated or otherwise legally available to pay the fees (an event of "non-appropriation"), Customer may terminate this Agreement by delivering notice of termination for non-appropriation under this section as soon as reasonably practicable, and this Agreement shall terminate without penalty or expense to Customer, and Customer shall not be obligated to make any further payments under this Agreement.

14. Terrorist Organization/Anti-Boycott/Discrimination. Presence represents and warrants that it is not a company that has contracts with or provides supplies or services to a foreign terrorist organization, as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts, as contemplated by Chapter 2252 of the Texas Government Code. If Presence has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Agreement. Presence represents and warrants that it does not boycott Israel as contemplated by Chapter 2271 of the Texas Government Code, and will not boycott Israel during the term of this Agreement. Presence represents and warrants that it does not boycott energy companies as contemplated by Chapter 2276 of the Texas Government Code, and will not boycott energy companies during the term of this Agreement. Presence represents and warrants that it does not discriminate against firearm entities or firearm trade associations as contemplated by Chapter 2274 of the Texas Government Code, and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

15. Neutrality. Consistent with Article I, Section 3a of the Texas Constitution, the Fourteenth Amendment to the United States Constitution, federal and State law, and Executive Order No. GA-55, Presence represents and warrants that: (a) all conduct under this Agreement shall be administered and performed in a neutral manner without regard to race of persons; (b) Presence shall not, in the specific performance of this Agreement, elevate one individual person over another, or advantage any one person over another, due to race (c) Presence shall not, in the specific performance of this Agreement, employ practices or engage in any advancement of the programs known as diversity, equity and inclusion, critical race theory, affirmative action, or other similar, divisive agendas; (d) Presence's staff, agents, and subcontractors that are selected and employed in the specific performance of this Agreement shall be selected and employed solely on merit and the ability to perform; (e) Presence shall ensure that any subcontractors participating in the specific performance of this Agreement represent and warrant to the provisions of this clause; and (f) Presence shall ensure that all actions in specific performance of this Agreement shall comply with federal and state law and reflect that there are only two sexes. Presence's employees, officers, representatives, subcontractors, and agents shall not, in performance of this Agreement, present, direct, request, or suggest the use of preferred personal pronouns in professional correspondence or presentations.

[Signature follows on the next page]

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

PRESENCELEARNING, INC: <small>DocuSigned by:</small>	La Joya ISD:
By: <u>Fletcher Hutson</u> <small>A9625E5023E249B...</small> Name: <u>Fletcher Hutson</u> Title: <u>Chief Revenue Officer</u> Date: <u>2025-12-19</u>	By: _____ Name: _____ Title: _____ Date: _____

CLINICAL SERVICES SCHEDULE

This Clinical Services Schedule (“Clinical Services Schedule”) is incorporated and made part of the Master Services Agreement (“MSA”) between Presence and Customer and lists the terms and conditions for Clinical Services. Capitalized terms not defined in this Clinical Services Schedule shall have the meaning set forth in the MSA. In the event of a conflict between this Clinical Services Schedule and the MSA, unless specifically referenced herein, the MSA shall govern.

1. Clinical Services. This Clinical Services Schedule lists the services Customer may purchase, referenced by discipline type, which services may be purchased on an annual, weekly dedicated, or hourly basis (other fees may apply), and include direct clinical therapy, indirect clinical services, collaboration of IEP development, and attendance to meetings via the Platform (collectively, “Clinical Services”).

2. Fees and Payment Terms. Customer shall pay all Fees as specified in the applicable Service Order. Fees for Clinical Services include the use of Platform for Authorized Users.

2.1. Weekly Dedicated Hours.

2.1.1. Dedicated Services Period; Available Clinicians. The Service Order may provide for a specified number of hours per week (collectively, “Weekly Dedicated Hours”) of dedicated Clinical Services (collectively, “Weekly Dedicated Services”) for a specified number of weeks (the “Dedicated Services Period”). During the Dedicated Services Period, Customer will be charged for the Weekly Dedicated Hours for Clinicians qualified to provide the applicable Clinical Services within the Customer’s state (each, an “Available Clinician”). Customer may reduce the number of weekly dedicated hours upon sixty (60) days’ notice to Presence.

2.1.2. Additional Verifications and Credentialing. If Customer requires an Available Clinician to obtain any additional verifications or credentials (such as district fingerprinting or Board of Education certifications) in addition to the background checks described in Section 4.1 below, (i) Customer must inform Presence and provide all necessary information or instructions with respect to such additional verifications or certifications to Presence in a timely manner, (ii) all such additional verifications and credentialing will be completed using Weekly Dedicated Hours, and (iii) any additional fees and expenses attributable to obtaining any requested additional verifications and credentialing shall be at Customer’s sole cost and expense.

2.1.3. Additional Services. Services provided in addition to, or in excess of, any Weekly Dedicated Hours shall be invoiced at the applicable hourly rate(s) set forth in the Service Order. Any assessments conducted outside of Weekly Dedicated Hours shall be invoiced on a per component basis at the applicable rates set forth in the Service Order.

2.2. Flexible Hours.

2.2.1. Flexible Hourly Services. The Service Order may provide for flexible hourly services (“Flexible Hourly Services”) for a particular Service, the applicable Fees for which shall be based on a per hour, per Clinician basis.

2.2.2. Additional Verifications and Credentialing. If Customer requires any Clinician providing Flexible Hourly Services to obtain any additional verifications or credentials (such as district fingerprinting or Board of Education certifications), (i) Customer must inform Presence and provide all necessary information or instructions with respect to such additional verifications or certifications to Presence in a timely manner, (ii) all such additional verifications and credentialing will be completed at the applicable hourly rate, and (iii) any additional fees and expenses attributable to obtaining any requested additional verifications and credentialing shall be at Customer’s sole cost and expense.

2.2.3. Clinician Availability. Presence will use commercially reasonable efforts to provide the Flexible Hourly Services throughout the Service Order Term.

2.3. Additional Services. The Service Order may provide for additional services the applicable fees for which shall be set forth in the Service Order.

3. Background Checks; Primary Support Person; Supporting Documentation; District Equipment.

3.1. Background Checks. Presence conducts yearly background checks, which include criminal background checks and U.S. Registered Sex Offender registry checks on all its Clinicians. Clinicians providing Clinical Services in the State of California will undergo an additional California Department of Justice fingerprint background check and Clinicians providing Clinical Services in the State of Texas will obtain an additional Texas Department of Public Safety background clearance. Any additional background checks or clearances will be conducted at Customer's sole expense.

3.2. Supporting Documentation. Customer agrees to provide all pertinent school records in a timely manner to enable Presence to begin providing Clinical Services.



Service Order

PRESENTED TO

Anna Marie Candelario

Deputy Chief of Academic Advancement and School Performance

La Joya Independent School District

ISSUE DATE

12/19/2025

BY

Travis Goodwin

School Partnership Director - Texas

travis.goodwin@presence.com

Service Order # Q-28014



Service Order Summary

This Service Order (the "Service Order") is incorporated and made part of the Master Services Agreement (the "MSA") between PresenceLearning, Inc. ("Presence") and La Joya Independent School District. Capitalized terms not defined in this Service Order shall have the meanings set forth in the MSA. In the event of a conflict between this Service Order and the MSA, unless specifically referenced herein, the MSA shall govern.

SERVICE ORDER TERM

7/1/2025 - 6/30/2026

ANNUAL EST

Weekly Dedicated Services

\$290,720.00

Weekly Hours: 160

Weekly Subtotal: \$12,640

Weeks of Service: 23

Dedicated Services Period: 1/14/2026-5/22/2026

ANNUAL

Total Estimated Cost

\$290,720.00

** Implementation Fee is one-time fee, billed upon the Service Order Execution Date*

*** Service Coordination Fee is billed monthly beginning in the first month in which Services are rendered.*



Service Order Details

SERVICE ORDER TERM

7/1/2025 - 6/30/2026

Dedicated Services Summary

Clinical Services	Rate	Hours	Total
Speech-language Pathologist Case Management	\$79.00	160.00	\$12,640.00
Weekly total of Clinical Services		160.00	\$12,640.00
	Weeks		23.00

Estimated Dedicated Services Costs (annual)

\$290,720.00

--- Continued on next page ---



Service Order Details

SERVICE ORDER TERM

7/1/2025 - 6/30/2026

Flexible hourly rates with Dedicated Services

Services provided in addition to, or in excess of, any Weekly Dedicated Hours shall be invoiced at the applicable hourly rate(s) set forth in this Service Order.

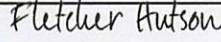
Clinical Services	Per hour
Speech-language Pathologist Case Management	\$87.00

- - - Continued on next page - - -

Service Order Signature Page

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the MSA.

The parties have executed this Service Order as of the date of the latter signature ("Service Order Effective Date").

PRESENCELEARNING, INC: <small>DocuSigned by:</small>	CUSTOMER:
By:  <small>A9625E5023E249B...</small> Name: Fletcher Hutson Title: Chief Revenue Officer Date: 2025-12-19	By: Name: Title: Date:



La Joya Independent School District Board Agenda Item Submission

Board of Education Meeting: January 7, 2026

Strategic Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Action Item

Item Title: Approval of Phase III – Financial Audit Services RFQ #2025-12

BACKGROUND:

On June 18, 2025, the Board approved Phase II of the Financial Audit Services. The goal of Phase II was to conduct more targeted and detailed reviews of the specific areas identified as vulnerable to waste, fraud, and abuse, and to provide actional guidance to strengthen the District’s financial capabilities and resilience. Phase II addressed risks and built stronger financial practices that support long-term operational excellence and public trust.

RATIONALE:

The purpose of Phase III is to focus on internal control reinforcements, financial analytics support and accountability and data transparency. A&M will also provide support on the budget process and improve and implement support and communication of budget priorities.

BUDGET:

<i>Cost</i>	<i>Funding Source</i>	<i>Vendor</i>
\$295,000.00 plus travel expenses for any travel required by the district	199-41-6212-00-943-6-99-000	Alvarez & Marsal Public Sector Services, LLC Washington, DC
<i>Purchasing Mechanism</i>		<i>Additional Documentation</i>
RFQ #2025-12		N/A

RECOMMENDATION:

We recommend approval of the following vendor providing a favorable value to the district.

Initiated by: Mirgitt Crespo
Mirgitt Crespo, Chief of Business, Finance & Administrative Services

Approved for Submission to the Board of Education:

Reviewed by: _____
Click or tap here to enter text.

BF&AS Reviewed by: Mirgitt Crespo
Mirgitt Crespo, Chief of Business, Finance & Administrative Services

Dr. Marcey Sorensen
Dr. Marcey Sorensen
Superintendent of Schools

Executive Cabinet Review by: Joseph Niedziela
Joseph Niedziela, Chief of Staff

La Joya Independent School District Next Steps Following Phase II

December 2025

ALVAREZ & MARSAL
LEADERSHIP. ACTION. RESULTS.

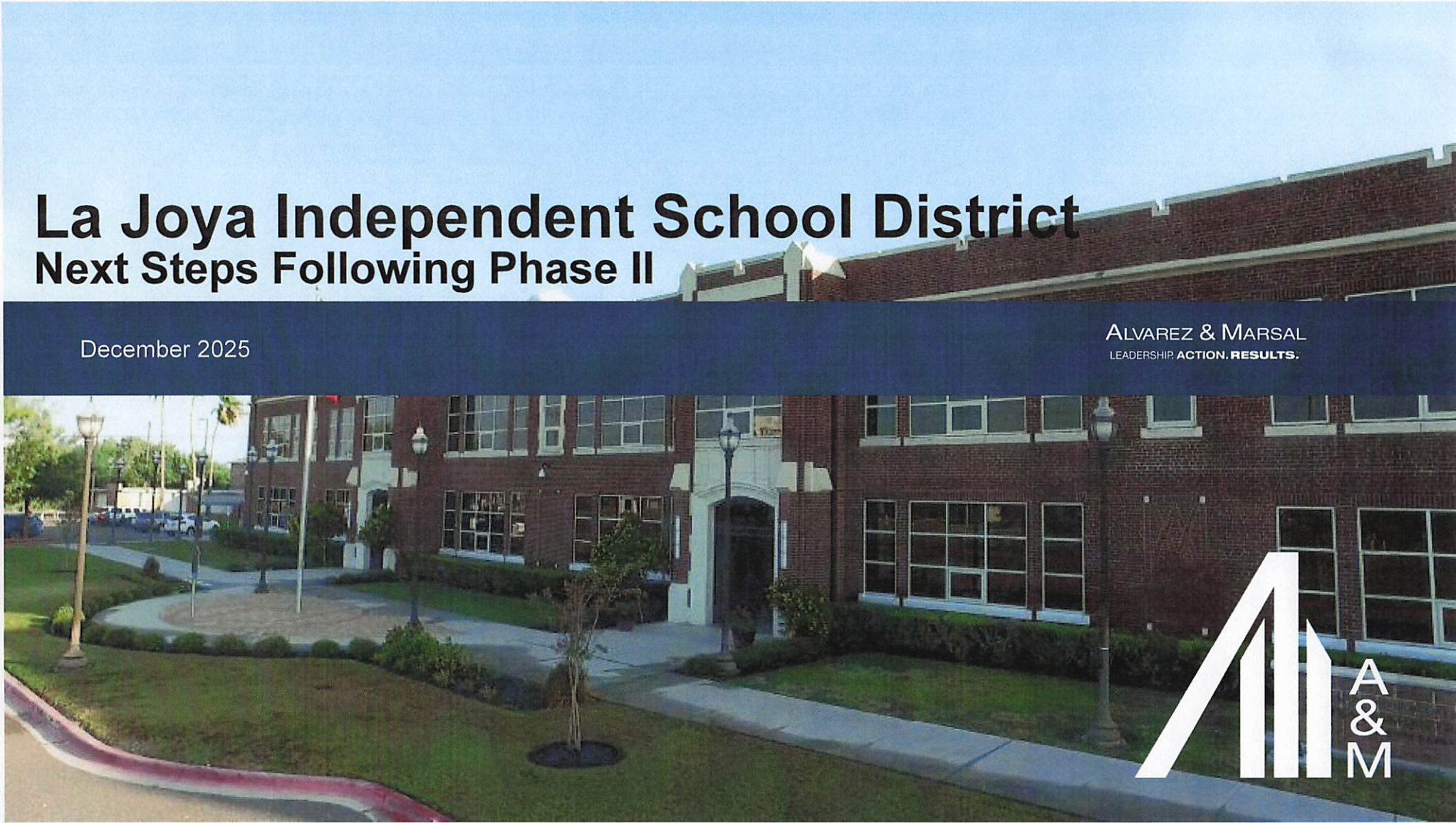


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


1. Recommended Path Forward
 1. Prioritized Recommendations
 2. Opportunities for Support
2. Proposed Scope of Work
 1. Proposed Activities & Desired Outcomes

Recommended Path Forward

Recommended Path Forward: Prioritized Recommendations



The table below presents the next steps derived from the Phase II analysis and aligned with ongoing priorities identified in Phase I.

Focus Area	Prioritized Recommendations (Next 6 months)
Internal Controls Reinforcement	<ul style="list-style-type: none">  Incorporate new system / automated controls to improve the accounts payable process and conduct targeted training sessions with accounts payable personnel for these updates  Conduct a working session with directors from various departments (purchasing, accounts payable, human resources, payroll, and treasury) and begin delegating recommendations outlined in the Recommendation Implementation Plan  Review and disseminate phishing investigation memo and appendix, correspond with LJISD police department regarding formal write-up of its investigation procedures, and conduct vendor onboarding and modifications lessons-learned training
Financial Analytics Support	<ul style="list-style-type: none">  Establish a zero-based budgeting process to develop SY 2025-26 budget  Integrate ROI and continuous improvement into resource planning to drive efficiency and realize savings opportunities  Establish a framework linking resource allocation to measurable outcomes and regularly review the budget to ensure alignment with organizational priorities
Accountability and Data Transparency	<ul style="list-style-type: none">  For all policy and procedures, incorporate clear roles and responsibilities to allow for employee evaluations (Phase I continuation, AC.1 and AC.2)  Complete awareness campaign that accompanies policy and procedure training that outlines management expectations for employee accountability, future employee evaluations, and notice of potential disciplinary measures for non-compliance or circumvention of controls. Consistently communicate high expectations for accountability (Phase I continuation, AC.1, AC.2, AC.3)  Strengthen accountability for accurate budget execution and reporting in departments and in Central Office (Phase I continuation)



Requires Cultural and Accountability Investment

Recommended Path Forward: Opportunities for Support



In order to sustain progress against exit criteria and continue strengthening financial systems and operations, A&M thought of the following support:

Direct Support Focus Area	Next 6 months
Internal Controls Reinforcement	<ul style="list-style-type: none"> • Provide ongoing support for accounts payable controls including training preparation and execution • Provide ongoing support for implementation plan including development support for working session and project management tools to track progress • Coordinate with third-party accounting systems provider to review existing automated controls, licensed opportunities for automated controls, and additional unlicensed opportunities for automated controls • Perform testing of implemented controls (4-6 months after implementation)
Financial Analytics Support	<ul style="list-style-type: none"> • Support the district in its budget process improvement initiative to accelerate zero-based budget process implementation for SY26-27 budget • Guide appropriate adjustments to financial management systems, develop budget submission processes, tools and templates, and facilitate the FY 27 budget process • Review department and school budget requests, perform analysis to support and guide departments in developing requests that improve key performance indicators, outputs and outcomes. • Develop and provide Board presentations outlining the improvement to the budget process and resulting proposed budget • Develop foundational ROI capabilities, assess the ROI of select recurring investments, support the development of an academic ROI culture and recommend enhancements to the resource planning (budget) process to incorporate ROI
Accountability and Data Transparency	<ul style="list-style-type: none"> • Provide ongoing support for the use of data analysis in budget monitoring to plan, provide insights on budget execution to support the FY 27 budget development cycle • Understand systems limitations and remediations to enhance the ERP system to support ongoing accountability and transparency

Proposed Scope of Work (Phase III)

A&M's Proposed Activities & Desired Outcomes – Phase III



Based on our understanding of LJISD's needs and observations from A&M's Phase I and II, A&M has outlined the below key activities and desired outcomes.

Tasks	Sample Activities	Desired Outcomes
1. Budget Process Improvement and Implementation Support	<ul style="list-style-type: none"> • Develop framework that aligns LJISD's budget process with industry best practices • Strengthen, improve, and (as needed) develop tools and templates to facilitate budget request collection • Develop quick-reference guides that translate zero-based budgeting (ZBB) principles into practical steps for staff • Provide coaching sessions to help leaders align budget requests with district strategy, • Facilitate FY27 budget process using updated templates, tools and processes • Support Superintendent and CFO in scrutinizing budget requests • Advise on incorporation of Academic ROI principles into the budget justification process • Provide ad-hoc analysis, and support the development of budget request materials • Provide ongoing support for use of reporting tools developed in Phase II 	<ul style="list-style-type: none"> • Implementation of updated budget process which integrated district strategy and zero-based budget principles • Improved communication of budget priorities, and alignment between investment requests and desired student outcomes • Increased confidence in budget process and budget results

A&M proposes a flat fee ("Firm Fixed Price") to conduct this work over a period of 18 weeks for a total fixed price of **\$295,000** plus reasonable travel expenses for any travel required by the district.

This scope of work represents A&M's proposed Budget Process Support, excluding Internal Controls Re-Assessment at 4-6 months post-implementation.



La Joya Independent School District Board Agenda Item Submission

Board of Education Meeting: January 7, 2026

District Priority: Priority 5 - Integrity & Accountability

Agenda Category: Action Item

Item Title: Approval of District-Wide Secure Area Fencing CSP #2026-38

BACKGROUND:

La Joya ISD has taken a district-wide perimeter security project to standardize fencing, improve controlled access, and ensure compliance with safety requirements. Campus-specific scopes were developed for high schools, middle schools, and elementary sites, each requiring customized linear footage, vehicle gate installations, retrofits, interior floor-to-ceiling enclosures, sidewalk expansions, and prioritized scheduling.

RATIONALE:


The District is pursuing approval for CSP #2026-38 to support the implementation of a uniform, compliant, and secure perimeter fencing system across all campuses. Standardizing fencing materials, egress systems, panic hardware, and anti-tamper protections ensures alignment with state and local safety requirements, enhances emergency response capability, and reduces variability in campus security measures.


BUDGET:


Cost \$944,352.50	Funding Source 429-52-6629-00-993-4-99-SFE	Vendor Solis Contractors, Inc. La Joya, TX Hurricane Fence Company Harlingen, TX
Purchasing Mechanism CSP #2026-38		Additional Documentation Tabsheet, Agreements

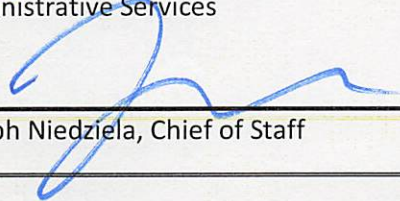
RECOMMENDATION:

Administration recommends approval of the vendors as denoted on the attached tabsheet.

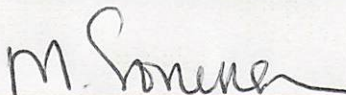
Initiated by: 
David L. Torres, Emergency Management Coordinator

Reviewed by: 
Leonardo Sanchez, Chief of Police

BF&AS Reviewed by: 
Mirgitt Crespo, Chief of Business, Finance, and Administrative Services

Executive Cabinet Review by: 
Joseph Niedziela, Chief of Staff

Approved for Submission to the Board of Education:


Dr. Marcey Sorensen
Superintendent of Schools

**La Joya Independent School District
District-Wide Secure Area Fencing CSP #2026-38
Tabsheet**

1 Option 1- Rod Iron Style Fencing - Palmview High School							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Recommendation
	Dodson House Moving, LLC (Gator, Inc.)	1	EA	\$204,716.38	\$204,716.38		Not Recommended (As per Awarding Factors)
	365 Builders llc	1	EA	\$222,543.20	\$222,543.20		Not Recommended (As per Awarding Factors)
	8/A Builders, LLC	1	EA	\$226,250.50	\$226,250.50		Not Recommended (As per Awarding Factors)
	Solis Contractors Inc	1	EA	\$275,192.50	\$275,192.50	Response includes contingency. See itemized breakdown for full pricing	Recommended
	SLR Building Contractors	1	EA	\$283,000.00	\$283,000.00		
	Hurricane Fence Company (Hurfco Inc.)	1	EA	\$315,592.00	\$315,592.00		

2 Option 1- Rod Iron Style Fencing - La Joya Juarez-Lincoln High School							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Recommendation
	365 Builders llc	1	EA	\$94,204.34	\$94,204.34		Not Recommended (As per Awarding Factors)
	Hurricane Fence Company (Hurfco Inc.)	1	EA	\$98,947.00	\$98,947.00		Recommended
	8/A Builders, LLC	1	EA	\$100,627.18	\$100,627.18		
	Solis Contractors Inc	1	EA	\$102,323.10	\$102,323.10	Response includes contingency. See itemized breakdown for full pricing	
	Dodson House Moving, LLC (Gator, Inc.)	1	EA	\$102,829.88	\$102,829.88		
	SLR Building Contractors	1	EA	\$121,155.00	\$121,155.00		

3 Option 1- Rod Iron Style Fencing - La Joya High School CTE Area							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Recommendation
	SLR Building Contractors	1	EA	\$116,800.00	\$116,800.00		Not Recommended (As per Awarding Factors)
	365 Builders llc	1	EA	\$119,151.12	\$108,319.20		Not Recommended (As per Awarding Factors)
	Solis Contractors Inc	1	EA	\$120,615.00	\$120,615.00	Response includes contingency. See itemized breakdown for full pricing	Recommended
	8/A Builders, LLC	1	EA	\$121,018.30	\$121,018.30		
	Dodson House Moving, LLC (Gator, Inc.)	1	EA	\$126,372.50	\$126,372.50		
	Hurricane Fence Company (Hurfco Inc.)	1	EA	\$153,899.00	\$153,899.00		

4 Option 1- Rod Iron Style Fencing -Henry B. Gonzalez Elementary							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Recommendation
	365 Builders llc	1	EA	\$62,563.66	\$62,563.655		Not Recommended (As per Awarding Factors)
	8/A Builders, LLC	1	EA	\$65,625.20	\$65,625.20		Not Recommended (As per Awarding Factors)
	Dodson House Moving, LLC (Gator, Inc.)	1	EA	\$70,581.31	\$70,581.31		Not Recommended (As per Awarding Factors)
	Hurricane Fence Company (Hurfc0 Inc.)	1	EA	\$74,418.00	\$74,418.00		Recommended
	SLR Building Contractors	1	EA	\$82,175.00	\$82,175.00		
	Solis Contractors Inc	1	EA	\$97,311.50	\$97,311.50	Response includes contingency. See itemized breakdown for full pricing	

5 Option 1- Rod Iron Style Fencing -Sam Fordyce Elementary							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Recommendation
	365 Builders llc	1	EA	\$62,563.66	\$62,563.655		Not Recommended (As per Awarding Factors)
	8/A Builders, LLC	1	EA	\$66,687.70	\$66,687.70		Not Recommended (As per Awarding Factors)
	Dodson House Moving, LLC (Gator, Inc.)	1	EA	\$68,675.31	\$68,675.31		Not Recommended (As per Awarding Factors)
	Hurricane Fence Company (Hurfc0 Inc.)	1	EA	\$74,418.00	\$74,418.00		Recommended
	SLR Building Contractors	1	EA	\$82,175.00	\$82,175.00		
	Solis Contractors Inc	1	EA	\$97,311.50	\$97,311.50	Response includes contingency. See itemized breakdown for full pricing	

6 Option 1- Rod Iron Style Fencing - Corina Peña Elementary							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Recommendation
	365 Builders llc	1	EA	\$34,419.66	\$34,419.66		Not Recommended (As per Awarding Factors)
	8/A Builders, LLC	1	EA	\$39,839.90	\$39,839.90		Not Recommended (As per Awarding Factors)
	Solis Contractors Inc	1	EA	\$48,972.00	\$48,972.00	Response includes contingency. See	Recommended
	Dodson House Moving, LLC (Gator, Inc.)	1	EA	\$50,719.50	\$50,719.50		
	Hurricane Fence Company (Hurfc0 Inc.)	1	EA	\$59,250.00	\$59,250.00		
	SLR Building Contractors	1	EA	\$66,000.00	\$66,000.00		

7 Option 1- Rod Iron Style Fencing - Memorial Middle School							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Recommendation
	365 Builders llc	1	EA	\$88,012.38	\$88,012.375		Not Recommended (As per Awarding Factors)
	8/A Builders, LLC	1	EA	\$90,741.50	\$90,741.50		Not Recommended (As per Awarding Factors)
	Dodson House Moving, LLC (Gator, Inc.)	1	EA	\$103,616.25	\$103,616.25		Not Recommended (As per Awarding Factors)
	Solis Contractors Inc	1	EA	\$122,787.50	\$122,787.50	Response includes contingency. See	Recommended
	SLR Building Contractors	1	EA	\$133,807.00	\$133,807.00		
	Hurricane Fence Company (Hurfc0 Inc.)	1	EA	\$191,873.00	\$191,873.00		

8 Option 1- Rod Iron Style Fencing - Cesar E. Chavez Middle School							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Recommendation
	365 Builders llc	1	EA	\$91,037.38	\$91,037.375		Not Recommended (As per Awarding Factors)
	8/A Builders, LLC	1	EA	\$93,916.50	\$93,916.50		Not Recommended (As per Awarding Factors)
	Dodson House Moving, LLC (Gator, Inc.)	1	EA	\$95,080.50	\$95,080.50		Not Recommended (As per Awarding Factors)
	SLR Building Contractors	1	EA	\$124,875.00	\$124,875.00		Not Recommended (As per Awarding Factors)
	Solis Contractors Inc	1	EA	\$129,002.50	\$129,002.50	Response includes contingency. See	Recommended
	Hurricane Fence Company (Hurfc0 Inc.)	1	EA	\$207,667.00	\$207,667.00		

9 Option 2 - Galvanized Chain Link Fence with Black Vinyl Coating - Palmview High School							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Recommendation
	365 Builders llc	1	EA	\$136,851.00	\$136,851.00	Add 10% to pricing for Allowance	Reject Entire Item
	8/A Builders, LLC	1	EA	\$150,939.50	\$150,939.50		
	Dodson House Moving, LLC (Gator, Inc.)	1	EA	\$167,780.24	\$167,780.24		
	Solis Contractors Inc	1	EA	\$247,896.00	\$247,896.00	Response includes contingency. See	
	SLR Building Contractors	1	EA	\$249,500.00	\$249,500.00		
	Hurricane Fence Company (Hurfc0 Inc.)	1	EA	\$254,144.00	\$254,144.00		

10 Option 2 - Galvanized Chain Link Fence with Black Vinyl Coating - La Joya Juarez-Lincoln High School							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Recommendation
	365 Builders llc	1	EA	\$46,190.94	\$46,190.94	Add 10% to pricing for Allowance	Reject Entire Item
	8/A Builders, LLC	1	EA	\$56,563.58	\$56,563.58		
	Hurricane Fence Company (Hurfc0 Inc.)	1	EA	\$60,618.00	\$60,618.00		
	Dodson House Moving, LLC (Gator, Inc.)	1	EA	\$62,181.32	\$62,181.32		
	Solis Contractors Inc	1	EA	\$82,946.60	\$82,946.60		
	SLR Building Contractors	1	EA	\$114,100.00	\$114,100.00		

11 Option 2 - Galvanized Chain Link Fence with Black Vinyl Coating - La Joya High School CTE Area							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Recommendation
	365 Builders llc	1	EA	\$58,982.40	\$58,982.40	Add 10% to pricing for Allowance	Reject Entire Item
	Dodson House Moving, LLC (Gator, Inc.)	1	EA	\$70,867.25	\$70,867.25		
	8/A Builders, LLC	1	EA	\$73,907.65	\$73,907.65		
	Solis Contractors Inc	1	EA	\$107,525.00	\$107,525.00	Response includes contingency. See	
	SLR Building Contractors	1	EA	\$109,100.00	\$109,100.00		
	Hurricane Fence Company (Hurfc0 Inc.)	1	EA	\$115,725.00	\$115,725.00		

12 Option 2 - Galvanized Chain Link Fence with Black Vinyl Coating - Henry B. Gonzalez Elementary							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Recommendation
	365 Builders llc	1	EA	\$44,784.10	\$44,784.10	Add 10% to pricing for Allowance	Reject Entire Item
	8/A Builders, LLC	1	EA	\$53,005.04	\$53,005.04		
	Dodson House Moving, LLC (Gator, Inc.)	1	EA	\$57,450.67	\$57,450.67		
	Hurricane Fence Company (Hurfc0 Inc.)	1	EA	\$64,866.00	\$64,866.00		
	SLR Building Contractors	1	EA	\$77,000.00	\$77,000.00		
	Solis Contractors Inc	1	EA	\$88,616.00	\$88,616.00	Response includes contingency. See	

13 Option 2 - Galvanized Chain Link Fence with Black Vinyl Coating - Sam Fordyce Elementary							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Recommendation
	365 Builders llc	1	EA	\$44,784.10	\$44,784.10	Add 10% to pricing for Allowance	Reject Entire Item
	8/A Builders, LLC	1	EA	\$53,005.04	\$53,005.04		
	Dodson House Moving, LLC (Gator, Inc.,)	1	EA	\$56,726.75	\$56,726.75		
	Hurricane Fence Company (Hurfc0 Inc.)	1	EA	\$64,866.00	\$64,866.00		
	SLR Building Contractors	1	EA	\$77,000.00	\$77,000.00		
	Solis Contractors Inc	1	EA	\$88,616.00	\$88,616.00	Response includes contingency. See	

14 Option 2 - Galvanized Chain Link Fence with Black Vinyl Coating - Corina Peña Elementary							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Recommendation
	365 Builders llc	1	EA	\$21,399.20	\$21,399.20	Add 10% to pricing for Allowance	Reject Entire Item
	8/A Builders, LLC	1	EA	\$28,111.45	\$28,111.45		
	Dodson House Moving, LLC (Gator, Inc.,)	1	EA	\$42,267.00	\$42,267.00		
	Solis Contractors Inc	1	EA	\$42,999.00	\$42,999.00	Response includes contingency. See	
	Hurricane Fence Company (Hurfc0 Inc.)	1	EA	\$53,250.00	\$53,250.00		
	SLR Building Contractors	1	EA	\$62,500.00	\$62,500.00		

15 Option 2 - Galvanized Chain Link Fence with Black Vinyl Coating - Memorial Middle School							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Recommendation
	365 Builders llc	1	EA	\$67,707.06	\$67,707.06	Add 10% to pricing for Allowance	Reject Entire Item
	8/A Builders, LLC	1	EA	\$78,462.19	\$78,462.19		
	Dodson House Moving, LLC (Gator, Inc.,)	1	EA	\$93,267.00	\$93,267.00		
	Solis Contractors Inc	1	EA	\$113,036.00	\$113,036.00	Response includes contingency. See	

	SLR Building Contractors	1	EA	\$125,000.00	\$125,000.00	
	Hurricane Fence Company (Hurfc0 Inc.)	1	EA	\$174,787.00	\$174,787.00	

16 Option 2 - Galvanized Chain Link Fence with Black Vinyl Coating - Cesar E. Chavez Middle School							
	Supplier	QTY	UOM	Price	Extended	Supplier Notes	Recommendation
	365 Builders llc	1	EA	\$70,732.50	\$70,732.50	Add 10% to pricing for Allowance	Reject Entire Item
	8/A Builders, LLC	1	EA	\$81,637.19	\$81,637.19		
	Dodson House Moving, LLC (Gator, Inc.)	1	EA	\$93,272.88	\$93,272.88		
	SLR Building Contractors	1	EA	\$114,000.00	\$114,000.00		
	Solis Contractors Inc	1	EA	\$119,251.00	\$119,251.00	Response includes contingency. See	
	Hurricane Fence Company (Hurfc0 Inc.)	1	EA	\$190,580.00	\$190,580.00		

**La Joya Independent School District
 District-Wide Secure Area Fencing CSP #2026-38
 Option 1- Palmview High School
 Evaluation Matrix**

Supplier	Rank	Score	Purchase Price	Reputation	Quality	Meet District's Needs	Past Relationship	HUB Impact	Total Cost of Ownership	K through 12 Construction Experience	District Community Involvement	Litigation
		100	50.00	5.00	10.00	11.00	1.00	0.00	3.00	9.00	3.00	8.00
Solis Contractors Inc	1	85.20	37.20	5.00	9.33	11.00	1.00	0.00	3.00	8.67	2.00	8.00
Dodson House Moving, LLC	2	75.00	50.00	2.33	3.67	6.00	0.00	0.00	1.00	4.00	0.00	8.00
8_A Builders, LLC	3	72.23	42.56	2.67	3.67	7.00	0.67	0.00	1.33	5.67	0.67	8.00
365 Builders LLC	4	70.66	45.99	2.67	2.67	6.00	0.00	0.00	1.33	4.00	0.00	8.00

Committee:

Luis Lopez - Police Department

Oscar Gonzalez - Technology Department

Rogelio Hernandez - Physical Plant Operations

La Joya Independent School District
District-Wide Secure Area Fencing CSP #2026-38
Option 1- La Joya Juarez-Lincoln High School
Evaluation Matrix

Supplier	Rank	Score	Purchase Price	Reputation	Quality	Meet District's Needs	Past Relationship	HUB Impact	Total Cost of Ownership	K through 12 Construction Experience	District Community Involvement	Litigation
		100	50.00	5.00	10.00	11.00	1.00	0.00	3.00	9.00	3.00	8.00
Hurricane Fence Company	1	87.60	47.60	4.33	7.00	10.33	0.33	0.00	2.67	7.33	0.00	8.00
365 Builders LLC	2	75.33	50.00	2.67	3.00	6.00	0.00	0.00	1.00	4.67	0.00	8.00

Committee:

Luis Lopez - Police Department

Oscar Gonzalez - Technology Department

Rogelio Hernandez - Physical Plant Operations

La Joya Independent School District
District-Wide Secure Area Fencing CSP #2026-38
Option 1 - La Joya High School CTE Area
Evaluation Matrix

Supplier	Rank	Score	Purchase Price	Reputation	Quality	Meet District's Needs	Past Relationship	HUB Impact	Total Cost of Ownership	K through 12 Construction Experience	District Community Involvement	Litigation
		100	50.00	5.00	10.00	11.00	1.00	0.00	3.00	9.00	3.00	8.00
Solis Contractors Inc	1	96.42	48.42	5.00	9.33	11.00	1.00	0.00	3.00	8.67	2.00	8.00
SLR Building Contractors	2	76.67	50.00	3.00	2.67	6.00	0.67	0.00	1.33	5.00	0.00	8.00
365 Builders LLC	3	73.68	49.01	2.67	2.67	6.00	0.00	0.00	1.00	4.33	0.00	8.00

Committee:

Luis Lopez - Police Department

Oscar Gonzalez - Technology Department

Rogelio Hernandez - Physical Plant Operations

La Joya Independent School District
District-Wide Secure Area Fencing CSP #2026-38
Option 1 - Henry B. Gonzalez Elementary
Evaluation Matrix

Supplier	Rank	Score	Purchase Price	Reputation	Quality	Meet District's Needs	Past Relationship	HUB Impact	Total Cost of Ownership	K through 12 Construction Experience	District Community Involvement	Litigation
		100	50.00	5.00	10.00	11.00	1.00	0.00	3.00	9.00	3.00	8.00
Hurricane Fence Company	1	87.37	42.04	4.67	9.33	11.00	0.67	0.00	3.00	7.67	1.00	8.00
8_A Builders, LLC	2	77.00	47.67	2.67	4.00	7.00	0.67	0.00	1.67	4.67	0.67	8.00
365 Builders LLC	3	75.67	50.00	2.67	3.00	6.00	0.00	0.00	1.33	4.67	0.00	8.00
Dodson House Moving, LLC	4	68.99	44.32	2.67	4.00	5.00	0.00	0.00	1.33	3.67	0.00	8.00

Committee:

Luis Lopez - Police Department

Oscar Gonzalez - Technology Department

Rogelio Hernandez - Physical Plant Operations

La Joya Independent School District
District-Wide Secure Area Fencing CSP #2026-38
Option 1 - Sam Fordyce Elementary
Evaluation Matrix

Supplier	Rank	Score	Purchase Price	Reputation	Quality	Meet District's Needs	Past Relationship	HUB Impact	Total Cost of Ownership	K through 12 Construction Experience	District Community Involvement	Litigation
		100	50.00	5.00	10.00	11.00	1.00	0.00	3.00	9.00	3.00	8.00
Hurricane Fence Company	1	87.04	42.04	4.67	9.33	11.00	0.33	0.00	3.00	8.67	0.00	8.00
365 Builders LLC	2	74.67	50.00	2.67	3.00	6.00	0.00	0.00	1.33	3.67	0.00	8.00
8_A Builders, LLC	3	74.58	46.91	2.33	4.00	6.00	0.67	0.00	1.67	4.67	0.33	8.00
Dodson House Moving, LLC	4	70.88	45.55	2.67	3.67	6.00	0.00	0.00	1.33	3.67	0.00	8.00

Committee:

Luis Lopez - Police Department

Oscar Gonzalez - Technology Department

Rogelio Hernandez - Physical Plant Operations

La Joya Independent School District
District-Wide Secure Area Fencing CSP #2026-38
Option 1 - Corina Peña Elementary
Evaluation Matrix

Supplier	Rank	Score	Purchase Price	Reputation	Quality	Meet District's Needs	Past Relationship	HUB Impact	Total Cost of Ownership	K through 12 Construction Experience	District Community Involvement	Litigation
		100	50.00	5.00	10.00	11.00	1.00	0.00	3.00	9.00	3.00	8.00
Solis Contractors Inc	1	81.81	35.14	5.00	10.00	11.00	1.00	0.00	2.33	7.67	1.67	8.00
365 Builders LLC	2	74.33	50.00	2.67	2.67	6.00	0.00	0.00	1.33	3.67	0.00	8.00
8_A Builders, LLC	3	71.20	43.20	2.67	4.00	6.00	0.67	0.00	1.67	4.67	0.33	8.00

Committee:

Luis Lopez - Police Department

Oscar Gonzalez - Technology Department

Rogelio Hernandez - Physical Plant Operations

**La Joya Independent School District
 District-Wide Secure Area Fencing CSP #2026-38
 Option 1 - Memorial Middle School
 Evaluation Matrix**

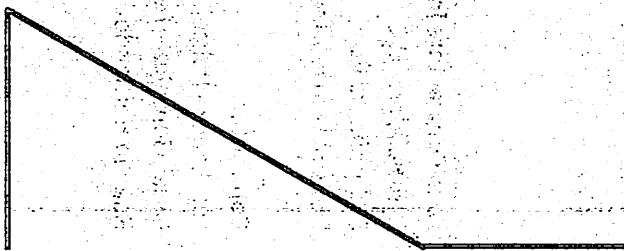
Supplier	Rank	Score	Purchase Price	Reputation	Quality	Meet District's Needs	Past Relationship	HUB Impact	Total Cost of Ownership	K through 12 Construction Experience	District Community Involvement	Litigation
		100	50.00	5.00	10.00	11.00	1.00	0.00	3.00	9.00	3.00	8.00
Solis Contractors Inc	1	83.17	35.84	5.00	10.00	11.00	1.00	0.00	2.33	8.33	1.67	8.00
8_A Builders, LLC	2	77.50	48.50	2.67	4.00	7.00	0.67	0.00	1.67	4.33	0.67	8.00
365 Builders llc	3	73.33	50.00	2.33	3.00	5.00	0.00	0.00	1.33	3.67	0.00	8.00
Dodson House Moving, LLC	4	68.80	42.47	3.00	5.00	5.00	0.00	0.00	1.33	4.00	0.00	8.00

Committee:

Luis Lopez - Police Department

Oscar Gonzalez - Technology Department

Rogelio Hernandez - Physical Plant Operations



La Joya Independent School District
District-Wide Secure Area Fencing CSP #2026-38
Option 1 - Cesar E. Chavez Middle School
Evaluation Matrix

Supplier	Rank	Score	Purchase Price	Reputation	Quality	Meet District's Needs	Past Relationship	HUB Impact	Total Cost of Ownership	K through 12 Construction Experience	District Community Involvement	Litigation
		100	50.00	5.00	10.00	11.00	1.00	0.00	3.00	9.00	3.00	8.00
Solis Contractors Inc	1	82.62	35.29	5.00	10.00	11.00	1.00	0.00	2.33	8.33	1.67	8.00
8_A Builders, LLC	2	76.14	48.47	2.67	3.67	6.00	0.67	0.00	1.67	4.67	0.33	8.00
365 Builders LLC	3	75.33	50.00	2.67	2.67	6.00	0.00	0.00	1.33	4.67	0.00	8.00
Dodson House Moving, LLC	4	72.87	47.87	3.00	4.00	5.00	0.00	0.00	1.33	3.67	0.00	8.00
SLR Building Contractors	5	60.78	36.45	2.67	2.67	5.00	0.33	0.00	1.33	4.00	0.33	8.00

Committee:

Luis Lopez - Police Department

Oscar Gonzalez - Technology Department

Rogelio Hernandez - Physical Plant Operations



**AGREEMENT
FOR
INDEPENDENT CONTRACTOR/CONSULTING SERVICES**

This Agreement for Independent Contractor/Consulting Services (“Agreement”) is made by and between Hurricane Fence Company (Hurfco, Inc.) with offices located at Harlingen, TX (“Consultant”) and La Joya Independent School District, a Texas public Independent School District located at 200 W. Expressway 83, La Joya, Texas, 78560 (“LJISD” or the “District”) (collectively referred to as the “Parties” or individually as the “Party”), acting herein by and through their respectively authorized officers or employees.

District-Wide Secure Area Fencing CSP #2026-38

AGREEMENT

1.0 Term

This Agreement shall be effective as of January 8, 2026 and end on April 30, 2026, it is duly executed by both parties (“Effective Date”) and shall remain in effect for a one-year (“Term”), unless terminated earlier as provided herein.

2.0 Termination

2.1 This Agreement shall automatically terminate at the end of the Term or any renewal terms.

2.2 This Agreement may be terminated prior to the expiration of the Term as follows:

By the District, for convenience, with or without cause, immediately upon written notice, in which case Consultant shall be paid for services rendered up to termination at a pro rated amount proportionate to the Fees (defined below) earned for Services performed prior to termination; or

By either party immediately if the other party commits a breach of any of the material terms of this Agreement; provided that the breaching party has first been provided written notice of the breach and a thirty (30)-day opportunity to cure.

3.0 Services and Fees

3.1 Consultant shall provide the Services set forth more particularly on the attached Exhibit A (“Services”) in exchange for the fees also described in Exhibit A. Consultant shall invoice the District within thirty (30) days of the date the Services are performed, and payment will be due within thirty (30) days of the District’s receipt of an invoice, subject to the Texas Prompt Payment Act.

3.2 The Services shall be performed in a commercially reasonable manner. Consultant covenants that in performing the Services, it shall: a) comply with all federal, state and local statutes, codes, rules, regulations and guidelines including but not limited to safety and health matters, b) comply with any applicable generally accepted appraising standards, protocols and guidelines or other relevant professional standards, c) perform the Services in a professional manner, and d) perform all requirements that are generally performed by similar professionals in conducting the type of services required by this Agreement.

3.3 The Services shall be performed on a non-exclusive basis. The District shall not be required to retain Consultant to perform any additional services not specifically set forth herein. The Parties acknowledge and agree that the District in its sole discretion may select any other consultant of its choosing upon a decision by the District to conduct similar services. In performing the Services, Consultant shall identify necessary information that should be provided by the District and related processes required to accurately perform the Services and shall provide needed advice to the District in relation to such information and processes.

4.0 Confidentiality

4.1 Consultant shall take reasonable precautions so that access to information relating to the Services is limited to those persons within its employ or under contract with Consultant for whom it is necessary and appropriate. Any release of information outside of those mentioned herein must be immediately reported to the District. All communications pursuant to this agreement whether oral or written between the Consultant and the District, as well as any documents or reports generated during or as a part of the Services shall be regarded by Consultant as confidential unless otherwise determined by the District or as provided by any applicable law or District policies, including without limitation the Texas Public Information Act or the Texas Open Meetings Act. To this end, Consultant shall keep all such communications and information confidential, except as provided by the District.

4.2 Consultant's employees/contractors shall not create or otherwise access, obtain, or use photographs or videos of LJISD students during or after the provision of Services under this Agreement absent express written consent from a student's parent or legal guardian.

5.0 Criminal History Record Checks

5.1 To the extent permitted by law, Consultant shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant, to the extent permitted by law, will also subscribe to that person's criminal history record information. Before beginning any work under this Agreement, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date, or, in the event Consultant is not legally permitted to comply with such requirements, Consultant shall cooperate with the District as set forth below. Upon request by District, Consultant will provide, in writing, updated certifications and the names of any other requested information regarding covered employees, so that the District may obtain criminal history recommended information to the covered employees. Consultant shall assume all expenses associated with obtaining criminal history record information.

5.2 Consultant will not assign any “covered employee” with a “disqualifying criminal history,” as those terms are defined below, to work under this Agreement. If Consultant receives information that a covered employee has a reported disqualifying criminal history, including any such information shared by District, then Consultant will immediately remove the covered employee from District property and notify the District in writing within three (3) business days. If the District objects to the assignment of any covered employee on the basis of the covered employee’s criminal history record information, then Consultant agrees to discontinue using that covered employee to provide services at the District. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

5.3 For the purposes of this Section, “covered employees” means employees, agents, or subcontractors of Consultant or any of Consultant’s consultants who has or will have continuing duties related to the services to be performed under this Agreement and has or will have direct contact with District’s students. The District will decide what constitutes direct contact with District’s students. “Disqualifying criminal history” means any conviction or other criminal history information designated by the District, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

5.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be, to the extent permitted by law, required by the terms of their contract with Consultant or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certification to District and the contracting entities, and to obtain required certifications from the subcontracting entity’s subcontractors.

5.5 On request of District, Consultant shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees/contractors of the Consultant and all subcontracting entities. Consultant shall update this list on District’s request. Consultant shall further cooperate in all respects with any reasonable request by District to assist District in obtaining criminal history record information on the employees/contractors of Consultant, including without limitation paying any fees or costs reasonably requested by District to enable District to obtain needed criminal history record information.

6.0 Licenses and Technical Matters.

6.1 Consultant represents that where appropriate each and every employee of Consultant and/or any contractor of Consultant that is participating in the provision of Services has the capability, experience, means and appropriate licenses and permits required to perform the Services contemplated by this Agreement to the extent applicable to such individual or contractor. Consultant represents that it is aware of and in full compliance with the laws of Texas, if any, for the licensing and certification of any professionals providing the Services. Upon request, Consultant must provide evidence to the District that any applicable professional license is current

and in good standing. Consultant must contact the District immediately if such license status has changed. Upon request, Consultant shall provide the District with the identity of all individual employees or contractors involved with performing the Services.

7.0 Indemnity

CONSULTANT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE DISTRICT), INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AFFILIATES, AND EACH AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, TRUSTEES, REGENTS AND AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF CONSULTANT'S ACT OR OMISSION IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

8.0 Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

9.0 Immunity as a Defense; Deficiency Debt

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

10.0 Notices

Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses, including any indicated email address:

LJISD: La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560
Attn: Dr. Marcey Sorensen, Superintendent
Email: m.sorensen@lajoyaisd.net

CONSULTANT: Name of Vendor
Address
City, State, Zip Code
Attn: Contact Person
Email:

11.0 Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

12.0 Non-Discrimination

The Parties, in performing this Agreement, shall not discriminate against any person based on race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class.

13.0 Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Hidalgo County, Texas.

14.0 Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

15.0 Severability

If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect and this Agreement shall be liberally construed to carry out the intent of the Parties.

16.0 Entire Agreement; Severability; Further Assurances; Waiver

This Agreement, including Exhibit A attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

17.0 Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

18.0 Headings

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

19.0 Amendments

This Agreement may be amended or modified only by written agreement authorized and executed by the duly authorized representatives of both Parties.

This Agreement may be executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

[SIGNATURES ON NEXT PAGE]

LA JOYA INDEPENDENT SCHOOL DISTRICT:

Signature

Dr. Marcey Sorensen
Name

Superintendent of Schools
Title

Date

Hurricane Fence Company (Hurfco, Inc.)

REG
Signature

ROY E. GARRISON III
Name

PRESIDENT
Title

12-17-25
Date

Exhibit A - Services and Fees

Scope of Services

District-wide perimeter security enhancement initiative. This Secure Area Fencing Project aims to improve controlled access, ensure egress compliance, and enhance campus safety.

Fee Structure

Option 1- Rod Iron Style Fencing - La Joya Juarez-Lincoln High School \$98,947.00

Option 1- Rod Iron Style Fencing -Henry B. Gonzalez Elementary \$74,418.00

Option 1- Rod Iron Style Fencing -Sam Fordyce Elementary \$74,418.00

Total: \$247,783.00

Please include proposal or quotation documentation as part of Exhibit A

Funding Source

429-52-6629-00-993-4-99-SFE



AGREEMENT FOR INDEPENDENT CONTRACTOR/CONSULTING SERVICES

This Agreement for Independent Contractor/Consulting Services ("Agreement") is made by and between Solis Contractors, Inc. with offices located at La Joya, TX ("Consultant") and La Joya Independent School District, a Texas public Independent School District located at 200 W. Expressway 83, La Joya, Texas, 78560 ("LJISD" or the "District") (collectively referred to as the "Parties" or individually as the "Party"), acting herein by and through their respectively authorized officers or employees.

District-Wide Secure Area Fencing CSP #2026-38

AGREEMENT

1.0 Term

This Agreement shall be effective as of January 8, 2026 and end on April 30, 2026, it is duly executed by both parties ("Effective Date") and shall remain in effect for a one-year ("Term"), unless terminated earlier as provided herein.

2.0 Termination

2.1 This Agreement shall automatically terminate at the end of the Term or any renewal terms.

2.2 This Agreement may be terminated prior to the expiration of the Term as follows:

By the District, for convenience, with or without cause, immediately upon written notice, in which case Consultant shall be paid for services rendered up to termination at a pro rated amount proportionate to the Fees (defined below) earned for Services performed prior to termination; or

By either party immediately if the other party commits a breach of any of the material terms of this Agreement; provided that the breaching party has first been provided written notice of the breach and a thirty (30)-day opportunity to cure.

3.0 Services and Fees

3.1 Consultant shall provide the Services set forth more particularly on the attached Exhibit A ("Services") in exchange for the fees also described in Exhibit A. Consultant shall invoice the District within thirty (30) days of the date the Services are performed, and payment will be due within thirty (30) days of the District's receipt of an invoice, subject to the Texas Prompt Payment Act.

3.2 The Services shall be performed in a commercially reasonable manner. Consultant covenants that in performing the Services, it shall: a) comply with all federal, state and local statutes, codes, rules, regulations and guidelines including but not limited to safety and health matters, b) comply with any applicable generally accepted appraising standards, protocols and guidelines or other relevant professional standards, c) perform the Services in a professional manner, and d) perform all requirements that are generally performed by similar professionals in conducting the type of services required by this Agreement.

3.3 The Services shall be performed on a non-exclusive basis. The District shall not be required to retain Consultant to perform any additional services not specifically set forth herein. The Parties acknowledge and agree that the District in its sole discretion may select any other consultant of its choosing upon a decision by the District to conduct similar services. In performing the Services, Consultant shall identify necessary information that should be provided by the District and related processes required to accurately perform the Services and shall provide needed advice to the District in relation to such information and processes.

4.0 Confidentiality

4.1 Consultant shall take reasonable precautions so that access to information relating to the Services is limited to those persons within its employ or under contract with Consultant for whom it is necessary and appropriate. Any release of information outside of those mentioned herein must be immediately reported to the District. All communications pursuant to this agreement whether oral or written between the Consultant and the District, as well as any documents or reports generated during or as a part of the Services shall be regarded by Consultant as confidential unless otherwise determined by the District or as provided by any applicable law or District policies, including without limitation the Texas Public Information Act or the Texas Open Meetings Act. To this end, Consultant shall keep all such communications and information confidential, except as provided by the District.

4.2 Consultant's employees/contractors shall not create or otherwise access, obtain, or use photographs or videos of LJISD students during or after the provision of Services under this Agreement absent express written consent from a student's parent or legal guardian.

5.0 Criminal History Record Checks

5.1 To the extent permitted by law, Consultant shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant, to the extent permitted by law, will also subscribe to that person's criminal history record information. Before beginning any work under this Agreement, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date, or, in the event Consultant is not legally permitted to comply with such requirements, Consultant shall cooperate with the District as set forth below. Upon request by District, Consultant will provide, in writing, updated certifications and the names of any other requested information regarding covered employees, so that the District may obtain criminal history recommended information to the covered employees. Consultant shall assume all expenses associated with obtaining criminal history record information.

5.2 Consultant will not assign any “covered employee” with a “disqualifying criminal history,” as those terms are defined below, to work under this Agreement. If Consultant receives information that a covered employee has a reported disqualifying criminal history, including any such information shared by District, then Consultant will immediately remove the covered employee from District property and notify the District in writing within three (3) business days. If the District objects to the assignment of any covered employee on the basis of the covered employee’s criminal history record information, then Consultant agrees to discontinue using that covered employee to provide services at the District. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

5.3 For the purposes of this Section, “covered employees” means employees, agents, or subcontractors of Consultant or any of Consultant’s consultants who has or will have continuing duties related to the services to be performed under this Agreement and has or will have direct contact with District’s students. The District will decide what constitutes direct contact with District’s students. “Disqualifying criminal history” means any conviction or other criminal history information designated by the District, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

5.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be, to the extent permitted by law, required by the terms of their contract with Consultant or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certification to District and the contracting entities, and to obtain required certifications from the subcontracting entity’s subcontractors.

5.5 On request of District, Consultant shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees/contractors of the Consultant and all subcontracting entities. Consultant shall update this list on District’s request. Consultant shall further cooperate in all respects with any reasonable request by District to assist District in obtaining criminal history record information on the employees/contractors of Consultant, including without limitation paying any fees or costs reasonably requested by District to enable District to obtain needed criminal history record information.

6.0 Licenses and Technical Matters.

6.1 Consultant represents that where appropriate each and every employee of Consultant and/or any contractor of Consultant that is participating in the provision of Services has the capability, experience, means and appropriate licenses and permits required to perform the Services contemplated by this Agreement to the extent applicable to such individual or contractor. Consultant represents that it is aware of and in full compliance with the laws of Texas, if any, for the licensing and certification of any professionals providing the Services. Upon request, Consultant must provide evidence to the District that any applicable professional license is current

and in good standing. Consultant must contact the District immediately if such license status has changed. Upon request, Consultant shall provide the District with the identity of all individual employees or contractors involved with performing the Services.

7.0 Indemnity

CONSULTANT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE DISTRICT), INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AFFILIATES, AND EACH AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, TRUSTEES, REGENTS AND AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF CONSULTANT'S ACT OR OMISSION IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

8.0 Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

9.0 Immunity as a Defense; Deficiency Debt

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

10.0 Notices

Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses, including any indicated email address:

LJISD: La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560
Attn: Dr. Marcey Sorensen, Superintendent
Email: m.sorensen@lajoyaisd.net

CONSULTANT: Name of Vendor
Address
City, State, Zip Code
Attn: Contact Person
Email:

11.0 Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

12.0 Non-Discrimination

The Parties, in performing this Agreement, shall not discriminate against any person based on race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class.

13.0 Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Hidalgo County, Texas.

14.0 Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

15.0 Severability

If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect and this Agreement shall be liberally construed to carry out the intent of the Parties.

16.0 Entire Agreement; Severability; Further Assurances; Waiver

This Agreement, including Exhibit A attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

17.0 Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

18.0 Headings

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

19.0 Amendments

This Agreement may be amended or modified only by written agreement authorized and executed by the duly authorized representatives of both Parties.

This Agreement may be executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

[SIGNATURES ON NEXT PAGE]

LA JOYA INDEPENDENT SCHOOL DISTRICT:

Signature

Dr. Marcey Sorensen
Name

Superintendent of Schools
Title

Date

Solis Contractors, Inc.



Signature

Pedro Solis III
Name

President
Title

12-12-2025
Date

Exhibit A - Services and Fees

Scope of Services

District-wide perimeter security enhancement initiative. This Secure Area Fencing Project aims to improve controlled access, ensure egress compliance, and enhance campus safety.

Fee Structure

Option 1- Rod Iron Style Fencing - Palmview High School \$275,192.50

Option 1- Rod Iron Style Fencing - La Joya High School CTE Area \$120,615.00

Option 1- Rod Iron Style Fencing - Corina Peña Elementary \$48,972.00

Option 1- Rod Iron Style Fencing - Memorial Middle School \$122,787.50

Option 1- Rod Iron Style Fencing - Cesar E. Chavez Middle School \$129,002.50

Total: \$696,569.50

Please include proposal or quotation documentation as part of Exhibit A

Funding Source

429-52-6629-00-993-4-99-SFE