Public Notice of Regular Meeting

The Board of Trustees
Copperas Cove Independent School District

A Regular Meeting of the Board of Trustees of Copperas Cove Independent School District will be held Monday, August 31, 2026, beginning at 6:00 PM in the CCISD Board Room, 408 S. Main St., Copperas Cove, TX 76522.

If, during the course of the meeting, the Board may lawfully conduct a closed meeting as to all or part of any item on the agenda, then, in accordance with applicable law, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). The Board shall not conduct a closed meeting unless a quorum of the Board first convenes in an open meeting for which proper notice has been given. Before any closed meeting is conducted, the presiding officer will publicly identify the section or sections of the Open Meetings Act or other applicable law authorizing the closed meeting. All final votes, actions, or decisions regarding any matter deliberated in a closed meeting shall only be taken in open meeting for which proper notice has been given. [See BEC(LEGAL)]

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

1. Call to Order
2. Pledges of Allegiance
3. Invocation
4. Missions Statement: The mission of Copperas Cove ISD is to provide exceptional opportunities for each student through exemplary instruction which inspires academic success, personal excellence, and responsible citizenship

5. PUBLIC HEARING ON THE PROPOSED BUDGET AND TAX RATE FOR THE 2026-2027 SCHOOL YEAR
6. PUBLIC HEARING REGARDING SENATE BILL 12 ANNUAL CERTIFICATION OF COMPLIANCE
7. Citizens Comments on Agenda Items
8. Peanut Butter Bowl Kickoff
9. Good Things
   (A) Students:
   15 CCHS Students — College Board National Recognitions
   Student Groups — 12th Annual Stuff the Bus School Supply Drive Volunteers
   (B) Staff:
   CCISD Child Nutrition Department — Texas Department of Agriculture Awards

10. Administrative Reports
    (A) Summer EOC Data, AP Scores, & Accountability Ratings
    (B) Financial Analysis of Amendment & TASB Questions
    (C) Virtual Campus Status
11. Consent Agenda
    (A) Take Action to Approve the Previous Board of Trustees Meeting Minutes
        1 Special Called/Workshop Meeting - July 20, 2026
        2 Regular Meeting - July 27, 2026
    (B) Take Action to Approve an Interlocal Government Agreement with the City of Copperas Cove to Provide School Resource Officers for CCISD ($197,331.00 — Budgeted Funds)
    (C) Take Action to Approve the amendment to the District of Innovation (DOI) Plan
    (D) Take Action to Approve the District of Innovation Committee's Recommendation to Adjust the Grievance Procedures
    (E) Take Action to Approve a Memorandum of Understanding with Coryell County EMS
    (F) Take Action to Approve an Interlocal Agreement Between Copperas Cove ISD and the City of Copperas Cove Regarding the Copperas Cove High School EMS Program
    (G) Take Action to Approve the Appointment of a Delegate and Alternate Delegate for the 2026 TASB Delegate Assembly — October 9, 2026 — Houston, TX
    (H) Take Action to Approve Early Childhood Education Partnership Agreement Between Copperas Cove ISD and Fort Davis ISD
    (I) Take Action to Approve Early Education Partnership Agreement Between Copperas Cove ISD and Green Space Learning
    (J) Take Action to Approve a Partnership Agreement between Copperas Cove ISD and Southwest Christian
    (K) Take Action to Approve a Partnership Agreement between Copperas Cove ISD and Hill Country Educational Leadership
    (L) Take Action to Approve a Partnership Agreement between Copperas Cove ISD and Alpha Form
    (M) Take Action to Approve a Partnership Agreement between Copperas Cove ISD and Kids Village Montessori Tres Lagos
    (N) Take Action to Approve a Partnership Agreement between Copperas Cove ISD and New Creation Learning Center
    (O) Take Action to Approve a Partnership Agreement between Copperas Cove ISD and Inspiring Little Minds Learning Center
    (P) Take Action to Approve a Partnership Agreement between Copperas Cove ISD and Central Texas Childrens Academy
    (Q) Take Action to Approve a Request for Waiver of Pre-K Partnership 85% Pass-Through Requirement Texas Education Code 29.153(i) and 7.056
    (R) Take Action to Approve Final Budget Amendments for the 2025-2026 Fiscal Year
    (S) Items over $50K
        1 Take Action to Approve the Purchase of Lightspeed Software (BorderLan TIPS 260105 $69,000.00 - Budgeted Funds)

2 Take Action to Approve the Renewal of Skyward Software Licenses for Financial Management, Payroll, Employee Access, Crystal Reports Maintenance, and Student Management (Sole Source — $160,092.78- Budgeted Funds)

3 Take Action to Approve a Five-Year Lease & Service Agreement with Kirbo's Office System ($198,996.00 Budgeted Funds)

12. Action Items
    (A) Take Action to Approve the Adoption of the Proposed 2026-2027 Budget
    (B) Take Action to Approve a Resolution to Set the Tax Rate for Copperas Cove ISD Tax Year 2026 - 2027
13. Closed Meeting:
    If, during the course of the meeting, the Board determines that a closed session is required, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Tex. Government Code, including but not limited to:
    551.071, Consultation with Attorney
    551.072, Real Property
    551.074, Personnel Matters
    551.075, Conference with Employees
    551.076, Security Devices
    551.082, School Children/District Employees/Disciplinary Matter or Complaint
    551.083 Considering the standards, guidelines, terms, or conditions the Board will follow or will instruct its representatives to follow, in consultation with representatives of employee groups
    551.084, Investigation
14. Reconvene Meeting
15. Adjournment

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on: August 17, 2026

_____

For the Board of Trustees

Board of Trustees

Date of Meeting: August 17, 2026

Item Type: Recognition

Item Name	Good Things
District Goal	Communications/Community Partnerships: Promote positive undertakings in CCISD that demonstrate effective learning, highlight district successes, and share student college and career readiness.
Summary (Purpose/ Objective)	Good Things Students: -15 CCHS students who earned College Board National Recognitions -Student groups which volunteered at 12th-annual Stuff the Bus School Supply Drive Staff: -CCISD Child Nutrition Department for series of awards from Texas Department of Agriculture
Fiscal Impact	N/A
Administrative Recommendation	N/A
Attachments	N/A

Contact Person: Kurtis Quillin, Director of Communications

E-Mail Address: kurtis.quillin@ccisd.com

revised 12.12.2018

Copperas Cove Independent School District

UNDER CONSTRUCTION

Summer EOC Data, AP Scores &

Accountability Rating

August 17, 2026

Dr. Amanda Crawley

Deputy Superintendent of Instructional Services



Copperas Cove Independent School District

UNDER CONSTRUCTION

Fiscal Analysis and Question Response

August 17, 2026

Dr. Brent Hawkins
Superintendent of Schools

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: 8/10/2026 Presented By: Dr. Hawkins

Subject: Previous Board Minutes Related Page(s) See Attached

Action

BOARD GOAL:

Finance and Operations Goal—CCISD will exercise fiscal and operational responsibility.

BACKGROUND INFORMATION:

These minutes document the previous meetings that occurred in CCISD.

RECOMMENDATION:

Approve as Consent Agenda Item

BOARD ACTION REQUIRED

Motion-Second-Vote

Special Called / Workshop Meeting
Monday, July 20, 2026, 5:00 PM Central

CCISD Board Room
408 S. Main St.
Copperas Cove, TX 76522

John Gallen:	Present
Jeff Gorres:	Present
Sherry Hoffpauir:	Present
Joan Manning:	Present
Timothy Traeger:	Present
Mike Wilburn:	Present
Samantha Wilson:	Absent

Present: 6, Absent: 1.

1. Call to Order

Board President, Joan Manning called the meeting to order at 5:00 PM on Monday, July 20, 2026

2. Mission Statement:
The mission of Copperas Cove ISD is to provide exceptional opportunities for each student through exemplary instruction, which inspires academic success, personal excellence, and responsible citizenship.

3. Citizen Comments on Agenda Items

Brendaliz Gomez
Winett Vines
Ava Casson

4. Good Things

4.(A) Students:

1. TEPSA Student Leadership Award
2. UIL Texas State Solo and Ensemble

5. Information Items

5.(A) Finance

1. Tax Report | Analysis of Delinquent Taxes & Services
2. Monthly | Quarterly Financial Report
3. Financial Statements & Payment of Bills

5.(B) Human Resources

1. New Hires 2026 - 2027 School Year
2. Resignations
3. Personnel Vacancies
4. Support Personnel Vacancies

5.(C) Operations and Support Summer Reports

1. Nursing
2. Child Nutrition
3. Safety & Security
4. Maintenance

5.(D) Technology Report

5.(E) Budget Workshop

Presented by Chief Financial Officer Mr. Clifton Heath

5.(F) Board Activity Calendar

1. July 2026
2. August 2026
3. September 2026

6. Consent Agenda

6.(A) Consider Approval of Previous Board of Trustees Meeting Minutes

1. Special Called/Workshop Meeting - June 8, 2026
2. Regular Meeting - June 22, 2026

6.(B) Consider Approval of the 26-27 SY Impact Aid Travel:
NAFIS Fall Conference - Washington, DC - September 20-22, 2026
NAFIS Spring Conference - Washington, DC - March 14-16, 2027

6.(C) Consider Approval of the Bob Thompson Academy XXXIV

6.(D) Consider Approval of Amendments to Policy EHBG(LOCAL), BED (LOCAL), FD(LOCAL), Update 127, and Annual Policy Review

6.(E) Consider Approval of the Advanced Courses for Exemption from the University Interscholastic League (UIL) "No Pass, No Play" Provision for the 2026-2027 School Year

6.(F) Consider Approval of the CCISD Credit by Exam (CBE) for Acceleration (EA) List of Tests for Both Acceleration and/or Credit Recovery Purposes

6.(G) Consider Approval of the 2026 - 2027 Remote Homebound Waiver

6.(H) Consider Approval of the 2026 - 2027 Staff Development Minutes Waiver Request

6.(I) Consider Approval of the Adjunct Faculty Agreements for Texas A&M AgriLife County Extension Agents in Bell and Coryell Counties for the 2026–2027 School Year

6.(J) Consider Approval of an Interlocal Government Agreement to Share Facilities with the City of Copperas Cove

6.(K) Consider Approval of the HB3 Resolution for Armed Security Officer Requirements

6.(L) Consider Approval of the Adoption of an Election Order for Copperas Cove ISD Board of Trustee Elections to be held on November 3, 2026

6.(M) Consider Approval of the Election Services Contracts with Coryell and Bell Counties

6.(N) Consider Approval of the Before and After School Agreement with the Armed Services YMCA (ASYMCA) Killeen

6.(O) Deliberate and Possible Action to Approve the First Addendum to the Interlocal Agreement — Public/Private Education Partnerships between Copperas Cove ISD and Fort Davis ISD, Extending the Term of the Agreement for an Additional Thirty (30) Days Through July 30, 2026

6.(P) Consider Approval of the List of Approved T-TESS Appraisers for the 2026–2027 School Year

6.(Q) Purchases over $50,000

6.(Q)1 Consider Approval of a Contract with New Direction Solutions, LLC dba ProCare Therapy Speech Language Pathologist Assistant ($100,000.00 Budgeted Funds)

6.(R) Out of State Trip Request

1. UDA National Dance Team Championship for Varsity & JV Copperettes and Sponsors - January 14-18, 2027 - Orlando, FL

7. Closed Meeting:

The Board Members did not go into closed session.

1. **551.076 - Three-year CCISD Safety and Security Audit**

8. Reconvene Meeting

9. Adjournment

Board President, Joan Manning, declared the meeting adjourned at 6:02PM

X

Joan Manning
Board President

X

John Gallen
Board Vice-President

Regular Meeting
Monday, July 27, 2026, 6:00 PM Central

CCISD Board Room
408 S. Main St.
Copperas Cove, TX 76522

John Gallen:	Present
Jeff Gorres:	Present
Sherry Hoffpauir:	Present
Joan Manning:	Present
Timothy Traeger:	Present
Mike Wilburn:	Present
Samantha Wilson:	Present

Present: 7.

1. Call to Order

Board President, Joan Manning called the meeting to order at 6:00 PM on Monday, July 27, 2026

2. Pledge of Allegiance

Presented by Mr. Jeff Gorres

3. Invocation

Presented by Mr. Mike Wilburn

4. Mission Statement:

The mission of Copperas Cove ISD is to provide exceptional opportunities for each student through exemplary instruction, which inspires academic success, personal excellence, and responsible citizenship.

Presented by Ms. Sherry Hoffpauir

5. Citizen Comments on Agenda Items

No comments

6. Good Things

6.A) Students:

1. TEPSA Student Leadership Award
2. UIL Texas State Solo and Ensemble

7. Consent Agenda

7.A) Take Action to Approve the Previous Board of Trustees Meeting Minutes

1. Special Called/Workshop Meeting - June 8, 2026
2. Regular Meeting - June 22, 2026

7.B) Take Action to Approve the 26-27 SY Impact Aid Travel:
NAFIS Fall Conference - Washington, DC - September 20-22, 2026
NAFIS Spring Conference - Washington, DC - March 14-16, 2027

7.C) Take Action to Approve the Bob Thompson Academy XXXIV

7.D) Take Action to Approve the Amendments to Policy EHBG(LOCAL), BED (LOCAL), FD(LOCAL), Update 127, and Annual Policy Review

7.E) Take Action to Approve the Advanced Courses for Exemption from the University Interscholastic League (UIL) "No Pass, No Play" Provision for the 2026-2027 School Year

7.F) Take Action to Approve the District Establish a Full Time Hybrid Campus

7.G) Take Action to Approve the CCISD Credit by Exam (CBE) for Acceleration (EA) List of Tests for Both Acceleration and/or Credit Recovery Purposes

7.H) Take Action to Approve the 2026 - 2027 Remote Homebound Waiver

7.I) Take Action to Approve the 2026 - 2027 Staff Development Minutes Waiver Request

7.J) Take Action to Approve the Adjunct Faculty Agreements for Texas A&M AgriLife County Extension Agents in Bell and Coryell Counties for the 2026–2027 School Year

7.K) Take Action to Approve the Interlocal Government Agreement to Share Facilities with the City of Copperas Cove

7.L) Take Action to Approve the HB3 Resolution for Armed Security Officer Requirements

7.M) Take Action to Approve the Adoption of an Election Order for Copperas Cove ISD Board of Trustee Elections to be held on November 3, 2026

7.N) Take Action to Approve the Election Services Contracts with Coryell and Bell Counties

7.O) Take Action to Approve the Before and After School Agreement with the Armed Services YMCA (ASYMCA) Killeen

7.P) Take Action to Approve the First Addendum to the Interlocal Agreement — Public/Private Education Partnerships between Copperas Cove ISD and Fort Davis ISD, Extending the Term of the Agreement for an Additional Thirty (30) Days Through July 30, 2026

7.Q) Take Action to Approve the List of Approved T-TESS Appraisers for the 2026–2027 School Year

7.R) Purchases over $50,000

7.R)1. Take Action to Approve the Contract with New Direction Solutions, LLC dba ProCare Therapy Speech Language Pathologist Assistant ($100,000.00 Budgeted Funds)

7.S) Out of State Trip Request

1. UDA National Dance Team Championship for Varsity & JV Copperettes and Sponsors - January 14-18, 2027 - Orlando, FL

A motion was made by John Gallen to accept the to approve the consent agenda as presented , with the exception of Item 7.B, NAFIS conference travel
Mike Wilburn seconded the motion.
All members voted by saying 'Aye'.
John Gallen: Aye, Jeff Gorres: Aye, Sherry Hoffpauir: Aye, Joan Manning: Aye, Timothy Traeger: Aye, Mike Wilburn: Aye, Samantha Wilson: Aye
Aye: 7, Nay: 0 Motion Passed

***Amendment to Item 7.B – NAFIS Travel.**

A motion was made by Jeff Gorres to amend Item 7.B to limit attendance at the NAFIS conferences for the Board Member attendance to two.
Timothy Traeger seconded the motion.
All members voted:
John Gallen: Aye, Jeff Gorres: Aye, Sherry Hoffpauir: Nay, Joan Manning: Nay, Timothy Traeger: Aye, Mike Wilburn: Nay, Samantha Wilson: Nay
Aye: 3, Nay: 4 Motion Failed

8. Closed Meeting:
The meeting was adjourned to a closed meeting at 6:38 PM

9. Reconvene Meeting
The meeting reconvened at 7:37 PM

10. Adjournment
Board President, Joan Manning declared the meeting adjourned at 7:37 PM

X _____
Joan Manning
Board President

X _____
John Gallen
Board Vice-President

Board of Trustees

Date of Meeting: August 17, 2026

Item Type: Action

Item Name	Consider and Take Action to Approve an Interlocal Government Agreement with the City of Copperas Cove to Provide School Resource Officers for CCISD - $197,331.00 Budgeted Funds
District Goal	Communications/Community Partnerships: Expand opportunities for stakeholders' involvement in activities that foster academic success, personal excellence and responsible citizenship in our students while recognizing community partners.
Summary (Purpose/ Objective)	The current interlocal agreement with the City of Copperas Cove will expire September 30, 2026. This new agreement will renew the agreement for the 2026-2027 school year. The terms provide for two School Resource Officers to work in CCISD. The cost for services for this school year includes an increase of $14,339.04 from last year. This increase is due to the pay increase voted on in the last election. There are no additional costs for administrative fees, equipment, uniforms, or police vehicle.
Fiscal Impact	$197,331.00 Budgeted Funds
Administrative Recommendation	Approve the Interlocal Government Agreement with the City of Copperas Cove
Attachments	Interlocal Government Agreement

Contact Person: Dr. Jimmy Shuck, Deputy Superintendent for O&S

E-Mail Address: jimmy@ccisd.com

STATE OF TEXAS
COUNTY OF CORYELL

INTERLOCAL GOVERNMENT AGREEMENT BETWEEN
THE COPPERAS COVE INDEPENDENT SCHOOL DISTRICT
& THE CITY OF COPPERAS COVE
(SCHOOL SAFETY FY 2026-27)

This agreement is entered into on the _____ day of _____, 2026 between the City of Copperas Cove, a home rule municipal corporation of the State of Texas, herein called the "City" and the Copperas Cove Independent School District, an independent public school district of the State of Texas, herein called the "District"; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791 ("COOPERATION ACT"), the PARTIES are empowered to contract with each other for the performance of governmental functions, including police protection; and

WHEREAS, Section 37.081 of the Texas Education Code authorizes the Board of Trustees of the DISTRICT to provide for a School Resource Officer ("SRO") for the DISTRICT; and

WHEREAS, the City and the District desire to enter into this Interlocal Agreement ("Agreement") in a joint effort to provide a safe environment for the children of Copperas Cove.

NOW THEREFORE THE FOLLOWING TERMS AND CONDITIONS ARE AGREED:

SECTION I
TERM

A. **Initial Term.** The initial term of this Agreement shall be one year, beginning October 1, 2026 and expiring on September 30, 2027.

B. **Succeeding Terms.** This Agreement may be renewed annually by the District providing notice to the City of its intent to renew and City's consent to such renewal. Neither party shall be required to renew this Agreement; and such renewal shall not become final until each party's governing body's appropriation of funding required to service the obligations created by this Agreement for the renewal budget year.

C. **Appropriations Clause.** In the event that one or both parties fail to grant an appropriation of funds at any time for a succeeding term, then a non-appropriation shall be deemed to have occurred. In the event that a non-appropriation has occurred, within 10 business days after the non-appropriation, the City or the District, as the case may be, shall notify the other party that the funds have not been appropriated for the fiscal period. In such event, neither Party shall have any further obligation under this Agreement for the unfunded fiscal year or any year thereafter.

D. Either party may terminate this Agreement for any reason by giving at least thirty (30) days written notice. Such written notice shall be delivered by certified mail to the central administrative office of the party receiving the notice.

SECTION II
DEFINITIONS

In this Agreement, the terms set out below shall be defined as follows:

1. "*Facility*" shall mean the building or buildings the City has made a request to use for emergency response training in accordance with District policies.

2. "*Grounds*" shall mean the total area and facilities of a particular campus.

3. *"School Resource Officer (SRO)"* shall be defined in accordance with Texas Occupations Code §1701.601.

4. "*Non-lethal training munitions"* shall mean non-lethal marking ammunition used for training purposes.

SECTION III
SCOPE

This Agreement shall apply to the City's provision of SROs to patrol District grounds and related matters.

SECTION IV
OBLIGATIONS OF THE PARTIES

A. The City's obligations are as follows:

1. Assignment of two (2) SROs specifically assigned to the Copperas Cove High School and the Summer School Program and to patrol District grounds and facilities during each contract year for a period of (52) weeks.

2. Each SRO shall patrol District facilities and grounds for forty (40) hours per week during the instructional school year, as dictated by the District's academic calendar, and shall conduct such patrols during hours designated by the District as regularly scheduled school hours.

3. Provide a replacement officer, if necessary, when an SRO is expected to be absent for any reason.

4. Provide costs associated with the assignment of one (1) marked police vehicle, including costs for maintenance, auto insurance, and fuel.

5. Provide and maintain uniforms and equipment issued to the SROs, as deemed necessary by the City.

6. Provide the administrative costs for the management and supervision, hiring, records management, and software licensing fees associated with the SRO position.

7. Each SRO shall be covered by the City's existing insurance coverages.

8. Provide training to crossing guards, when requested by the District.

B. The District's obligations are as follows:

1. Remit an agreed-upon portion of the total cost of expenses provided in the attached Appendix A-Cost Analysis to the City for providing police services. The City will issue an invoice to the District for each required payment under this Agreement. Payments will be made quarterly in four (4) equal payments. Payment shall be made no later than the 15th day after the District receives an invoice from the City. All such payments shall be made from current revenues appropriated by the District for payments under this Agreement.

2. Remit the total cost of any overtime expenses for SROs when duties and responsibilities for the District exceed the forty (40) hour work week. Payment, in these instances, will be made within (30) days of the District receiving an invoice from the City.

3. Remit the total cost of salary expenses for provision of officers for after-hours, extra-curricular activities, or other special circumstances unless the District elects to pay the officer directly for the services provided. Payment to the City will otherwise be made within (30) days of notification of costs to the District.

4. Remit an agreed-upon portion of the total cost of salary expenses for a replacement officer when an SRO is absent due to illness, injury, training, court appearance, or other approved temporary leave. Payment will be made within (30) days of the District's receipt of an invoice from the City for the costs.

5. Train and supervise all crossing guards to work at crosswalks where the District deems necessary, or requests that training be provided by the City.

   a. Notwithstanding any provision of this Agreement to the contrary, the City shall not be responsible for temporary crossing guards; however, when an absence of a guard occurs, and if manpower allows, the City may assist.

   b. Each year the District shall furnish to the City the name and daytime telephone number of the District employee responsible for the Crossing Guard Program.

6. Allow the use of school facilities for the purpose of emergency response training by the City.

a. Emergency response training shall be conducted only during times that shall not interfere with normal daily classroom instruction or other school-related events.

b. Emergency response training shall only involve the use of non-lethal training munitions.

c. The City will be responsible for any damage to District property that may result from the training.

d. In requesting a facility for training, the City shall follow the District's facility request policy.

C. SRO Duties and Responsibilities.

The duties of an SRO shall include:

a. Enforcing applicable federal, state, and local laws and ordinances;

b. Investigating criminal activity and accidents occurring on District property;

c. Patrolling areas within or in the vicinity of the geographical boundaries of the District;

d. Being a visible presence during the school day in order to assist the District and campus administration with general public safety services during school hours. The SRO shall not act as a school disciplinarian. If the campus principal or staff person believes an incident involves a violation of the law or threat to public safety, the principal or staff person may contact an SRO who will determine whether law enforcement action is warranted and appropriate; and

e. Responding to police calls for service on District campuses during the course of the regular school day.

D. Services Outside School Day.

1. Officers needed for after-hours, extra-curricular activities, or other special circumstances must be requested by the District at least 24 hours prior to the event.

2. The fulfillment of these requests is subject to availability as determined in the sole discretion of the City's Police Chief, but shall not be denied without good cause.

E. Access to District Records and Information.

1. The SRO may receive private student information while performing law enforcement duties, and shall only use, share, or disclose such information as necessary in the course of an

official law enforcement investigation. The SRO shall not attempt to access student education records maintained by the District without consent of a District administrator.

2. The SRO may request specific information from the District as needed in the performance of law enforcement duties, including student education records, personnel records, and other information. Student education records are subject to the protections of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. The District shall provide the SRO with access to student education records (1) with parent consent; (2) in the event of a health or safety emergency if knowledge is necessary to protect the health or safety of the student or other individuals pursuant to 34 C.F.R. 99.31(a)(10), 99.36; (3) if the information is considered directory information under District Board Policy FL (LOCAL); or (4) in response to a search warrant, court order or subpoena.

3. The District shall provide the SRO with an opportunity to view surveillance footage and shall provide a copy of surveillance footage on request. In the event of a health or safety emergency, the District shall provide the SRO access to the surveillance camera live feed, and such access shall continue until the immediate threat to health or safety has passed.

SECTION V
GENERAL AND MISCELLANEOUS

A. This Agreement shall supersede and replace all prior agreements, contracts, and understandings, whether verbal or written, in conflict with this Agreement.

B. In the event the Emergency Operations Center ("EOC") is activated, the Parties agree that the City's staffing and manpower needs shall take priority over and supersede the City's obligations under this Agreement. Costs to the District will be amended accordingly under these circumstances.

C. All notices required under this Agreement shall be presumed received two business days after proper delivery via U.S. postal mail to the addresses below:

City of Copperas Cove
Attn: City Manager
914 S. Main Street, Ste. D
Copperas Cove, TX 76522

Copperas Cove ISD
Attn: School Superintendent
408 S. Main Street
Copperas Cove, TX 76522

D. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either Party nor to create any legal rights or claim on behalf of any third party. Neither City nor District waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

E The District and the City shall maintain responsibility for the acts and omissions of their respective employees; and the parties mutually agree that the SROs who provide services under this

Agreement shall at all times be in the employment of the City and shall not be considered employees of the District.

F. The District assumes no liability for any claim or cause of action arising from any acts or omissions attributable to the City's employees, agents, officers, or contractors; and

G. The City assumes no liability for any claim or cause of action arising from any acts or omissions attributable to the District's employees, agents, officers, or contractors or for premises liability.

H. This Agreement may not be amended or modified except in writing executed by both the City and District and authorized by their respective governing bodies.

I. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be immediately reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

J. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

K. This Agreement may be executed in two (2) original counterparts.

L. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Coryell County, Texas. Venue shall lie exclusively in Coryell County, Texas.

M. The Parties agree that the mutual obligations as enumerated herein represent a fair and reasonable exchange between the City and District and are sufficient and adequate consideration for the mutual benefit of the City and District and their respective citizens and taxpayers.

(Signature page to follow)

EXECUTED and EFFECTIVE as of the _____ day of _____, 2026.

CITY OF COPPERAS COVE

_____
Ryan Haverlah, City Manager

ATTEST:

_____
Lisa Wilson
City Secretary

APPROVED AS TO FORM:

_____
Denton, Navarro, Rocha, Bernal,
Santee & Zech P.C., City Attorney

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT

_____
Brent Hawkins, Superintendent of Schools

ATTEST:

_____
Monica Hall,
Secretary to the Superintendent of Schools

APPENDIX A
POLICE SERVICES COST ANALYSIS

DESCRIPTION	COST
Two (2) Full-Time SROs 52 Weeks[1]	
Base Salary	
Zickefoose	71,178
Burden	67,746
Incentives	
Zickefoose	0
Burden	0
Longevity	
Zickefoose	192
Burden	48
FICA	
Zickefoose	5,445
Burden	5,183
Retirement	
Zickefoose	12,990
Burden	12,364
Insurance	
Zickefoose	9,210
Burden	9,210
Workers Compensation	
Zickefoose	1,794
Burden	1,707
Long Term Disability	
Zickefoose	139
Burden	125
Sub-total Two (2) SROs	$197,331
Administrative Cost[2]	$0.00
Equipment & Uniforms[3]	$0.00
Police Vehicle[4]	$0.00
Total Cost for FY26-27 Police Services	$197,331

[1] Analysis is based on the assumption that if the City did not provide this service to CCISD, these positions would not be retained by the City. Cost includes Longevity, FICA, Retirement, Insurance, Workers' Compensation, Long Term Disability, and Incentives and excludes liabilities associated with leave benefits.

[2] Administrative costs, including management and supervision, hiring, records management, and software licensing fees associated with the SRO positions, are excluded for FY 2026-27.

[3] Uniforms and equipment required for officers. Maintenance costs for uniforms and equipment are excluded for FY 2026-27.

[4] Fully-equipped marked police vehicle with insurance, maintenance, and fuel costs is excluded for FY 2026-27.

Board of Trustees

Date of Meeting: 8/17/2026

Item Type: Action

Item Name	Decision to approve amendment to the District of Innovation (DOI) Plan.
District Goal	
Summary (Purpose/ Objective)	The District of Innovation (DOI) Advisory Committee approved the amendment of the District of Innovation Plan. This amendment added the exemption for Texas Education Code Chapter 26A; Section 26.011 which established specific requirements to facilitate grievances. This exemption allows CCISD to set our own timelines for filing and responding to complaints, evidence allowed only in timely manner and to maintain flexibility to resolve concerns informally.
Fiscal Impact	None
Administrative Recommendation	Administration recommends approval of the amendment.
Attachments	Attached is the Ch 26A DOI language created by the lawyer

Contact Person: Brandon Boyd

E-Mail Address: brandon.boyd@ccisd.com

Grievance Process

Exemption from: TEC §26.011 and TEC Chapter 26A Other: Board Policy DGBA, FNG, and GF (LEGAL)

Required

The 89th Legislature passed SB 12, which created Chapter 26A establishing specific requirements to facilitate grievances. The requirements include: extended timelines for filing and responding to complaints, allowance for amending the record with additional evidence at any time, even after the initial decision is issued, and promotes an adversarial process, rather than a resolution-oriented structure. Chapter 26A also mandates grievance data be reported through the Public Education Information Management System (PEIMS) with increased detail to enhance transparency and state oversight.

Proposed

CCISD believes the new grievance structure removes the flexibility necessary for administrators to efficiently and effectively resolve concerns. The extended timelines will result in spoliation of material evidence, rendering it difficult for the school to adequately address and respond to issues. Moreover, the statutes' structure shifts the grievance process from being resolution oriented to adversarial, by prohibiting the original decision maker from hearing the complaint and attempting to propose a resolution or formally explain the rationale for the decision. Finally, due to the length of time outlined to process the grievance, the reporting structure will result in the submission of data that mischaracterizes the nature of complaints and resolutions.

1) To facilitate the prompt resolution of grievances and to mitigate potential ongoing harm to grievants, CCISD has established expedited timelines for the filing of grievances and appeals, as well as for the issuance of the district's responses. These shortened deadlines are to ensure that matters are addressed and resolved in an efficient and timely manner.
2) CCISD provides an opportunity for grievances to be resolved through informal means, which may result in underreporting or mischaracterization of grievance data submitted to the state. The availability of informal resolution processes facilitates promptness in addressing concerns, often prolonged by formal grievance timelines. Such mechanisms promote transparency, responsiveness, and engagement, thereby fostering a greater sense of inclusion and trust among parents, employees, and members of the community in the district's educational practices and governance.

3) CCISD will continue to comply with the constitutional requirements and maintain a grievance process that allows parents, staff, and members of the public to petition the board for redress of grievances.

Board of Trustees

Date of Meeting: 8/ 17/2026

Item Type: Action

Item Name	Consideration of Revisions to Board Policy Regarding Grievance Procedures
District Goal	Communications/Community Partnerships: Expand opportunities for stakeholders' involvement in activities that foster academic success, personal excellence and responsible citizenship in our students while recognizing community partners.
Summary (Purpose/ Objective)	The Board is being asked to approve revisions recommended by the District of Innovation Committee and legal counsel regarding the grievance policies. The revisions will help ensure that employee, student and parent, and public grievances are addressed through consistent and procedures with clearly defined timelines, responsibilities, and levels of review. Updating the policies will promote the timely resolution of concerns, provide all parties with a fair opportunity to present relevant information, and reduce uncertainty regarding how grievances are filed and processed. The district will coordinate with its TASB policy consultant to ensure the revisions to policies DBGA, FNG, and GF are legally compliant, internally consistent, and properly incorporated into the district's policy manual.
Fiscal Impact	None
Administrative Recommendation	Administration recommends approval of proposed revisions to the board policy
Attachments	CH 26A exemptions, which includes recommended board policy revisions.

Contact Person: Brandon Boyd, Chief of Staff

E-Mail Address: brandon.boyd@ccisd.com

Grievance Process

Exemption from: TEC §26.011 and TEC Chapter 26A Other: Board Policy DGBA, FNG, and GF (LEGAL)

Required

The 89th Legislature passed SB 12, which created Chapter 26A establishing specific requirements to facilitate grievances. The requirements include: extended timelines for filing and responding to complaints, allowance for amending the record with additional evidence at any time, even after the initial decision is issued, and promotes an adversarial process, rather than a resolution-oriented structure. Chapter 26A also mandates grievance data be reported through the Public Education Information Management System (PEIMS) with increased detail to enhance transparency and state oversight.

Proposed

CCISD believes the new grievance structure removes the flexibility necessary for administrators to efficiently and effectively resolve concerns. The extended timelines will result in spoliation of material evidence, rendering it difficult for the school to adequately address and respond to issues. Moreover, the statutes' structure shifts the grievance process from being resolution oriented to adversarial, by prohibiting the original decision maker from hearing the complaint and attempting to propose a resolution or formally explain the rationale for the decision. Finally, due to the length of time outlined to process the grievance, the reporting structure will result in the submission of data that mischaracterizes the nature of complaints and resolutions.

1) To facilitate the prompt resolution of grievances and to mitigate potential ongoing harm to grievants, CCISD has established expedited timelines for the filing of grievances and appeals, as well as for the issuance of the district's responses. These shortened deadlines are to ensure that matters are addressed and resolved in an efficient and timely manner.
2) CCISD provides an opportunity for grievances to be resolved through informal means, which may result in underreporting or mischaracterization of grievance data submitted to the state. The availability of informal resolution processes facilitates promptness in addressing concerns, often prolonged by formal grievance timelines. Such mechanisms promote transparency, responsiveness, and engagement, thereby fostering a greater sense of inclusion and trust among parents, employees, and members of the community in the district's educational practices and governance.

3) CCISD will continue to comply with the constitutional requirements and maintain a grievance process that allows parents, staff, and members of the public to petition the board for redress of grievances.

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date:	8/10/2026	Presented By:	Robert Turner
Subject:	MOU Between Copperas Cove ISD and Coryell Health EMS	Related Page(s)	See Attached

Action

BOARD GOAL:

Finance and Operations Goal—CCISD will exercise fiscal and operational responsibility.

BACKGROUND INFORMATION:

The Memorandum of Understanding (MOU) establishes a clinical affiliation between Copperas Cove ISD and Coryell Health EMS to provide supervised ambulance field clinical experiences for students enrolled in the Copperas Cove High School Career and Technical Education Emergency Medical Technician(EMT) Program in partnership with Lamar State College Orange. The agreement outlines the responsibilities of each party, student requirements, supervision, scheduling, insurance, confidentiality and the term of the agreement.

RECOMMENDATION:

Approve the Memorandum of Understanding(MOU) between Copperas Cove ISD and Coryell Health EMS.

BOARD ACTION REQUIRED

Motion-Second-Vote

MEMORANDUM OF UNDERSTANDING

Clinical Affiliation Agreement

Between
Copperas Cove Independent School District and Coryell Health EMS

Purpose

This MOU establishes a clinical affiliation between Copperas Cove ISD and Coryell Health EMS to provide supervised ambulance field clinical experiences for students enrolled in the Copperas Cove High School Career and Technical Education Emergency Medical Technician Program, offered in partnership with Lamar State College Orange. The purpose of this agreement is to provide students with required field clinical experiences necessary to satisfy Texas Department of State Health Services (DSHS), National Registry, and LSCO program requirements.

EMT Program

Students will complete required clinical experiences, including approximately 36 hours of ambulance ride-along experience with Coryell Health EMS. Emergency department clinical rotations required by the program may occur through separate agreements. Students remain EMT students and shall not function as licensed EMTs.

Responsibilities of CCISD

- Ensure students have completed prerequisite classroom instruction.
- Verify required immunizations, TB screening, CPR certification, background checks, drug screening (if required), HIPAA/confidentiality training, and other LSCO or clinical site requirements.
- Provide a clinical coordinator/instructor to coordinate scheduling, monitor student progress, and serve as the primary contact.
- Maintain documentation of student eligibility and applicable liability coverage.
- Ensure students comply with all Coryell Health EMS policies, dress standards, infection-control requirements, PPE requirements, and professional conduct expectations.

Responsibilities of Coryell Health EMS

- Provide supervised ambulance clinical experiences.
- Designate qualified EMS preceptors.
- Orient students to station operations, safety procedures, HIPAA requirements, documentation, and applicable policies.
- Permit students to observe and, when appropriate, perform approved skills under direct supervision.
- Evaluate student performance and complete required documentation.
- Retain the right to remove any student whose conduct, performance, or behavior jeopardizes patient care or agency operations.

Student Requirements

Current CPR certification; successful completion of prerequisite coursework; required health documentation; compliance with HIPAA; adherence to professional appearance and conduct; compliance with all safety and infection-control policies.

Supervision

Students shall always remain under direct supervision of an approved EMS preceptor. Students may only perform skills authorized by their educational program, Texas regulations, and the supervising preceptor.

Scheduling

Clinical schedules will be coordinated jointly by the CCISD clinical coordinator and Coryell Health EMS. Cancellations and schedule changes will be communicated as early as possible.

Insurance and Liability

CCISD shall maintain applicable liability coverage for participating students and provide evidence of coverage upon request. Students are not employees of Coryell Health EMS and are not entitled to compensation or employee benefits. Each party remains responsible for its own acts and omissions to the extent permitted by Texas law.

Confidentiality

Students shall comply with HIPAA, FERPA, and all applicable confidentiality requirements and may not disclose patient information.

Copperas Cove ISD
408 S. Main St.
Copperas Cove, TX 76522

www.ccisd.com
254 547-1227 main
254 547-1542 fax

Term and Termination

This Agreement becomes effective upon the date of the last signature and shall remain in effect for one (1) school year unless terminated earlier. Either party may terminate this Agreement with thirty (30) days written notice. Students currently assigned to clinical rotations will be allowed to complete scheduled rotations when practical.

General Provisions

Nothing in this Agreement creates an employment relationship, partnership, or joint venture. This Agreement may be amended only by written agreement signed by both parties.

Signatures:

Copperas Cove ISD

Name: _____

Title: _____

Signature: _____

Date: _____

Coryell Health EMS

Name: _____

Title: _____

Signature: _____

Date: _____

Copperas Cove ISD
408 S. Main St.
Copperas Cove, TX 76522

www.ccisd.com
254 547-1227 main
254 547-1542 fax

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date:	8/10/2026	Presented By:	Robert Turner
Subject:	MOU Between Copperas Cove ISD and Coryell Health EMS	Related Page(s)	See Attached

Action

BOARD GOAL:

Finance and Operations Goal—CCISD will exercise fiscal and operational responsibility.

BACKGROUND INFORMATION:

The Memorandum of Understanding (MOU) establishes a clinical affiliation between Copperas Cove ISD and Coryell Health EMS to provide supervised ambulance field clinical experiences for students enrolled in the Copperas Cove High School Career and Technical Education Emergency Medical Technician(EMT) Program in partnership with Lamar State College Orange. The agreement outlines the responsibilities of each party, student requirements, supervision, scheduling, insurance, confidentiality and the term of the agreement.

RECOMMENDATION:

Approve the Memorandum of Understanding(MOU) between Copperas Cove ISD and Coryell Health EMS.

BOARD ACTION REQUIRED

Motion-Second-Vote

Interlocal Agreement
Between the Copperas Cove Independent School District and the City of Copperas Cove regarding the Copperas Cove High School EMS Program

PREAMBLE:

The Parties to this Agreement ("Agreement") are the Copperas Cove Independent School District (the "District") and the City of Copperas Cove (the "City") (collectively referred to as the "Parties"). The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791, and Texas Education Code §44.031. This Agreement is made for the purpose of efficient and effective use of resources and is in the best economic interests of the Parties.

WHEREAS, the District and the City are political subdivisions of the State of Texas; and

WHEREAS, the Parties have identified certain common, legitimate public purposes in entering into this agreement; and

WHEREAS, the governing bodies of the District and the City have each met in legally convened open meetings and authorized their respective representatives to enter into this Agreement; and

WHEREAS, this agreement shall allow for the completion of required ambulance internship for students in the Copperas Cove High School/Lamar State College Orange EMS Program ("student participants") in accordance with the Texas Department of State Health Services (DSHS) requirements, Copperas Cove High School, and City of Copperas Cove Fire Department Guidelines.

NOW THEREFORE, the Parties for and in consideration of the covenants and agreements herein set forth to be kept and performed by them respectively have agreed to and do hereby agree together as follows:

I. GENERAL PROVISIONS

A. Program Scope: The Program established by this Agreement shall provide opportunities for student participants enrolled in the EMT certification program at Copperas Cove High School to participate in clinical activities with the CITY'S fire department. Students shall be classified as Emergency Medical Technician (EMT) trainees.
B. Limited Number of Trainees: No more than one trainee shall be allowed to participate per shift at each training station.
C. Volunteer Status: As the CITY is providing this Program as a public service and the benefits the Trainees shall provide to the CITY'S emergency services shall be negligible each and every Trainee authorized to participate in the Program under this Agreement shall be strictly volunteers and are not employees of the City. This means that no Trainee shall be entitled to payment or compensation, nor shall any Trainee be covered under the City's insurance or workers compensation, and nor shall a Trainee be entitled to any employee

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benefits of any kind.

D. No Interference with Duties: Neither the District or any Trainee shall ever detract from the municipal duties or the education and training needs of the officers and employees of the CITY'S fire department. The District understands and agrees that the CITY'S fire department's participation in this Program shall never interfere with its primary mission and responsibility to the community.
E. No Fees or Payment. As the CITY'S Council finds there is a public benefit in the CITY'S participation in the Program neither the District nor the Trainees shall be required to make payment to the CITY in exchange for participation in the Program.
F. Term. The term of this Agreement shall begin on the Effective Date and shall end on September 30, 2027. This Agreement shall automatically renew annually on October 1st of each year until September 30, 2031, unless either Party notifies the other that the Agreement shall not be renewed and such notice is in writing and received by the non-notifying Party at least 30 days before the termination date.
G. Nondiscrimination. Selection for this training will be made without regard to race, sex, color, religion, creed, national origin, lawful political or other affiliation, marital status, age (other than legal minimum age limitations), sexual orientation, or physical disability. Physically disabled persons will not be provided benefits, service, or training that is different or separate from what is provided to others unless such action constitutes an unreasonable accommodation. A qualified physically disabled person will not otherwise be limited in the enjoyment of any right, privilege, advantage, or opportunity granted to others receiving the training and benefits of this agreement.
H. Termination. Either party may terminate this agreement by giving at least thirty (30) days' prior written notice of the effective date of termination. Except under unusual conditions, the notice will be given before the beginning of a training period. It is expressly understood that CITY may terminate or modify these arrangements at any time without notice to meet the municipal duties of its fire department.

The City Agrees To:

1. Accept students from Copperas Cove High School/Lamar State College Orange EMS Program for experience and instruction in Emergency Medical Practices and treatment by responding to actual emergency calls aboard mobile intensive care units. The EMS Director or their delegated representative shall regulate the number of students aboard any given vehicle(s).
2. Make available a variety of emergency experiences to ensure adequate instruction and experience for all students.
3. Provide certified or licensed EMS personnel who will directly supervise any treatments rendered by the students and sufficient personnel who conform to accepted standards of the Texas Department of State Health Service's Emergency Medical Technician practice to ensure safe and continuous treatment of patients. Students will be permitted "Hands-On" training during their rotation, at the discretion of the EMS Director or their designated representatives.
4. Provide a staff coordinator who will work with Copperas Cove High School/Lamar State College Orange EMS Education Program to prevent conflict of schedules and activities during the clinical learning experience. This coordination involves:
    a. Planning with representatives of the District, including mutual confirmation of

DRAFT

adequate protections for student participants who are minors such as requiring that students under the age of 18 have a multiple adults with them at all times.

b. Orienting Student Participants and assigning them to specific clinical cases and experiences, including attendance at selected conferences, clinics, courses, and programs conducted by the CITY'S fire department.

5. Coordinator(s) and the students, to set up scheduling for students and assure adherence to Departmental Policy. Such program rotation at no time shall overlap or conflict with other educational or employment responsibilities.
6. Notify the District of any intent to release a Trainee from clinical training for cause.

The District Agrees To:

1. Provide an instructor and/or coordinator for the supervision, rotation scheduling and record keeping for the students. This person will be available at all times during the student rotation.
2. Provide advance notice of the dates on which the students require rotation, including roster of personnel and suggested schedule for the rotation.
3. Be responsible at all times for the appropriate dress, identification and professional conduct of all students in the training rotation.
4. Provide documentation including appropriate and effective insurance coverage for students enrolled in the program.
5. Provide documentation of current HIPAA training upon request.
6. INSURANCE
    a. Prior to the commencement of activities under this Agreement, the District shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the CITY's City Manager, which shall be clearly labeled with Copperas Cove High School EMS Program in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CITY will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the CITY. The CITY shall have no duty to perform under this Agreement until such certificate and endorsements have been received and approved by the CITY's City Manager. No officer or employee, other than the CITY's City Manager, shall have authority to waive this requirement.
    b. The CITY reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by CITY's City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the CITY allow modification whereupon CITY may incur increased risk.
    c. Subject to District's right to maintain reasonable deductibles in such amounts as are approved by the CITY, the District shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the District's sole expense, insurance coverage written on an occurrence basis, by companies

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authorized and admitted to do business in the State of Texas, in the following types and for an amount not less than, for Bodily Injury and Property Damage of $1,000,000 per occurrence; and $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage, that shall cover claims: (i) by student participants, their beneficiaries, heirs, assigns or designees, for any injury or death to any student while participating in this program; or (ii) by any person, their beneficiaries, heirs, assigns or designees, for any injury or death to resulting directly or indirectly from treatment received from a student while the student was participating in this program.

d. The District agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
    i. Name the CITY, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies;
    ii. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Copperas Cove where the CITY is an additional insured shown on the policy;
    iii. Provide thirty (30) calendar days advance written notice directly to CITY of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
    iv. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, the District shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend the program under this agreement should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
e. It is agreed that District's insurance shall be deemed primary and non- contributory with respect to any insurance or self-insurance carried by the City of Copperas Cove for liability arising out of operations under this Agreement.

INDEMNIFICATION

1. DISTRICT COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, BODILY INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO PROGRAM ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF THE STUDENT PARTICIPANTS, OR THE INJURY OR DEATH OF ANY STUDENT PARTICIPANT WHILE IN THE EXERCISE OR PERFORMANCE OF

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THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DISTRICT SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY OR DISTRICT, KNOWN TO DISTRICT RELATED TO OR ARISING OUT OF ANY STUDENT PARTICIPANT'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT DISTRICT'S COST. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING DISTRICT OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH,

2. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS LICENSE AGREEMENT, THAT THE INDEMNITY PROVIDED FOR IN THIS ARTICLE, IS AN INDEMNITY EXTENDED BY DISTRICT TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF CITY'S OWN NEGLIGENCE, PROVIDED, HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS ARTICLE SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH OR DAMAGE. DISTRICT FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY AS SET FORTH ABOVE.

Executed to be effective this ____ day of _____ 2026.

CITY OF COPPERAS COVE
914 S. MAIN ST.
COPPERAS COVE, TX. 76522

_____
Ryan Haverlah, City Manager

ATTEST:

_____
Lisa Wilson, City Secretary

COPPERAS COVE ISD
408 S. MAIN ST.
COPPERAS COVE, TX. 76522

_____
Brent Hawkins, Superintendent

ATTEST:

_____
Signature/Name & Title

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COPPERAS INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: 8/10/26 Presented By: Dr. Hawkins

Subject: TASB Delegate Assembly Related Page(s) See Attached

Action

BOARD GOAL:

Proactive, mutually supportive partnerships among school, home, and community to enhance student achievement throughout the district.

BACKGROUND INFORMATION:
We must select our district's representative for TASB's 2026 Delegate Assembly. Local boards need to act this summer to ensure their districts are represented. Held in conjunction with the TASA/TASB Convention, Delegate Assembly is the foundation of the Association's governance structure.

RECOMMENDATION:
The Board should select the delegate for assembly.

BOARD ACTION REQUIRED

Motion-Second-Vote

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date:	8/17/2026	Presented By:	Dr. Hawk
Subject:	Consideration to approve Early Education Partnership between CCISD and Fort Davis	Related Page(s)	Attached

Action

BOARD GOAL:

BACKGROUND INFORMATION:
This contract is forming a Statewide COOP of public private partnerships. Additional information will be presented at the workshop.

RECOMMENDATION:
Motion, second, vote

BOARD ACTION REQUIRED

EARLY CHILDHOOD EDUCATION PARTNERSHIP AGREEMENT
BETWEEN
COPPERAS COVE INDEPENDENT SCHOOL DISTRICT
AND
FORT DAVIS INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS §
§
COUNTY OF CORYELL §

This Agreement is entered into between the Copperas Cove Independent School District ("CCISD"), a political subdivision of the State of Texas, by and through its Board of Trustees, and Fort Davis Independent School District ("FDISD"), collectively, the "Parties." This Agreement shall become effective upon the date of execution by the Parties.

RECITALS

WHEREAS, CCISD is an independent school district located in Copperas Cove, Texas; and

WHEREAS, FDISD is an independent school district located in Fort Davis, Texas; and

WHEREAS, FDISD provides instructional services to children ages 3 and older who are in Pre-Kindergarten, Kindergarten, First Grade, or Second Grade; and

WHEREAS, pursuant to CCISD Board Policy FDA(LOCAL), CCISD has agreed to admit into CCISD, on a tuition-free basis, eligible students in Pre-Kindergarten through Second Grade who will receive early childhood education services at an FDISD facility; and

WHEREAS, FDISD desires to encourage the enrollment of eligible resident 3-year-old students through second grade into CCISD's early childhood educational programs; and

WHEREAS, the Parties intend to operate their respective programs in a coordinated manner to (1) maximize the delivery of CCISD's educational services to participating students, (2) avoid program overlap, (3) maximize the efficient allocation of qualified personnel, and (4) ensure that the Parties comply with their respective obligations under state and federal law.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

I. TERM

1.1 The initial term of this Agreement shall commence on _____, and end on July 1, 2027. The initial term may be terminated only with the mutual written consent of the Parties. If either party desires to terminate this Agreement at the conclusion of the initial term,

then the terminating party shall give written notice to the other party at least ninety (90) days prior to the conclusion of the initial term.

1.2 This Agreement shall automatically renew for one-year terms commencing on July 1 of each calendar year if neither party terminates this Agreement.

1.3 For school years beyond the initial term, a party desiring to terminate the Agreement shall give written notice not later than thirty (30) days prior to the conclusion of the successive term.

1.4 Upon termination of this Agreement, the Parties agree to return all records (whether business or educational), property, or unused or unearned funds to the lawful owner or custodian of the same within thirty (30) days of the end of such term. (As used herein, "educational record" means those records, files, documents, and other materials which (1) contain information directly related to a student and (2) are maintained by an educational agency or institution or by a person acting for such agency or institution in accordance with 20 U.S.C. § 1232g(a)(4). As pertains to educational records, the term "records" means any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape or recording, and film in accordance with 34 CFR § 99.3).

II. ADMISSION

2.1 Admission for qualifying Prekindergarten funding is limited to students who are not younger than 3 years of age as of September 1 of the school year for which enrollment is sought.

2.2 Pursuant to Texas Education Code § 29.153(b), a student seeking admission as a three-year-old or four-year-old into Pre-Kindergarten shall be admitted if the student meets one or more of the following statutory eligibility criteria:

a. the student is unable to speak and comprehend the English language; or

b. the student is educationally disadvantaged (which means a student eligible to participate in the national free or reduced-price lunch program); or

c. the student is homeless, as defined by 42 U.S.C. Section 11434a, regardless of the residence of the child, of either parent of the child, or of the child's guardian or other person having lawful control of the child; or

d. the student is the child of an active-duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who is ordered to active duty by proper authority; or

e. the student is the child of a member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who was injured or killed while serving on active duty; or

f. the student is or ever has been in the conservatorship of the Department of Family and Protective Services (foster care) following an adversary hearing held as provided by Family Code § 262.201; or

g. the student is the child of a person eligible for the Star of Texas Award as:
(i) a peace officer under Texas Government Code § 3106.002;
(ii) a firefighter under Texas Government Code § 3106.003; or,
(iii) an emergency medical first responder under Texas Government Code § 31.06.004.

2.3 A qualifying Pre-K transfer student, or other students in Kindergarten through Second Grade, shall be admitted as an interdistrict transfer student pursuant to CCISD Board Policy FDA(LOCAL) and shall be dually enrolled in both CCISD and FDISD.

2.4 A student enrolled pursuant to this section shall not pay tuition to CCISD.

III. DUTIES OF CCISD

3.1 CCISD shall provide the required hours of daily instruction meeting or exceeding all Texas Education Agency requirements for High-Quality Pre-Kindergarten and Kindergarten through Second Grade programs.

3.2 CCISD may, at the recommendation of FDISD, provide one teacher holding the required certificate issued by the State Board for Educator Certification or acceptable equivalent for every twenty-two (22) students enrolled. FDISD will maintain daily administrative authority over such staff.

3.3 CCISD shall reimburse FDISD for the cost of providing a substitute teacher for any CCISD employee's absence when applicable. The FDISD shall submit such a request for reimbursement in accordance with CCISD's standard policies and procedures for reimbursement of expenses.

3.4 CCISD shall provide curriculum and instructional materials necessary to support instructional requirements including but not limited to, the instruction of students in cognitive, physical, and social development.

3.5 CCISD shall provide technology resources necessary to support instructional activities.

3.6 CCISD shall comply with all Child Find obligations under applicable federal law.

3.7 CCISD shall collaborate with FDISD to ensure delivery of a free, appropriate public education for eligible students who are eligible for special education and related services under the IDEA or who receive accommodations under Section 504.

3.8 CCISD shall provide personnel to participate in at least one monthly meeting with FDISD administrators to ensure collaboration between Parties.

3.9 CCISD shall provide assessment and progress monitoring tools to report student progress and/or achievement to parents and guardians and to FDISD.

3.10 CCISD shall provide a qualified supervisor to ensure compliance with Texas Education Code § 29.167 for High Quality Curriculum and Teacher Requirements for Pre-Kindergarten.

3.11 CCISD shall not provide transportation unless required by a student's individualized education program.

3.12 CCISD is the direct recipient of federal and state funds, and any payment made to FDISD is a contract service fee.

IV. DUTIES OF FDISD

4.1 FDISD shall provide classroom and common space in compliance with state and federal law for early childhood education and/or childcare facilities.

4.2 FDISD shall provide classroom furniture in compliance with state and federal law for early childhood education and/or childcare facilities.

4.3 Programs operated directly by FDISD during those portions of the day when CCISD is providing direct instruction shall be appropriately staffed in such a way to deliver services in compliance with CCISD Board Policies and regulations, as well as state and federal requirements.

4.4 FDISD shall employ appropriate personnel to collect all data and documents required by state or federal law. Such personnel shall ensure input of all such data in the CCISD Ascender system, or any other data system that CCISD may use. In certain circumstances, electronic or in person delivery of data and documents to CCISD will be acceptable. This data includes, but is not limited to, vaccinations, eligibility for free or reduced lunch, enrollment forms, birth certificates, social security numbers, parental permissions, and contact information. If the Parties mutually agree, then such personnel may also serve as the "Teacher of Record" for entering daily attendance.

4.5 FDISD shall ensure that daily attendance data that is entered into the Ascender system or delivered by other acceptable means as "Teacher of Record" if the person in section 4.4 above is not designated for such.

4.6 FDISD shall work with CCISD to attempt to align daily class schedules and the school calendar as closely as possible with the CCISD school calendar. Variations in the FDISD school calendar should be made in coordination with CCISD's designated administrator.

4.7 FDISD shall conduct vision and hearing screenings of students as required by, and in compliance with, Texas law. FDISD personnel shall ensure the timely entry of data for such screenings as required by Texas law.

4.8 FDISD shall provide appropriate personnel to coordinate enrollment and health screening data entry with CCISD's PEIMS Coordinator.

4.9 FDISD shall provide written certification to CCISD that FDISD conducted a criminal background history check on all officers and employees who will enter the FDISD facility in compliance with CCISD Board Policy DBAA(LEGAL) and DBAA(LOCAL) and Texas law. FDISD shall not knowingly permit any individual to provide services to the programs who have a history of criminal conduct unacceptable under District Board Policy, Texas law, or reasonable professional expectations for an educational environment, including, but not limited to, any violent or sexual offenses. All persons performing duties at or having access to the facility and programs shall be subject to a background check as required by Texas law.

4.10 FDISD reserves the right to submit, approve, use, or edit material that aligns with FDISD goals and values.

V. JOINT DUTIES

5.1 The Parties shall provide and deliver an early childhood program utilizing the best early childhood teaching practices.

5.2 The Parties shall coordinate and collaborate regarding instruction, shared resources, and services to meet student needs.

5.3 The Parties shall develop and implement standardized daily instructional schedules that promote efficiency in staffing and provide the Parties with the opportunity to implement all daily requirements of their respective programs.

5.4 The Parties shall monitor program operations to prevent duplication of efforts.

5.5 The Parties shall provide academic program offerings and sequencing of offerings and instruction to ensure that daily instructional activities are mutually supportive and align with shared goals and objectives.

5.6 The Parties shall collaborate on a regular basis to discuss the progress of the Agreement.

5.7 The Parties shall collectively analyze and share program and student data for appropriate planning and improvement.

5.8 The Parties shall routinely collaborate to meet attendance goals.

5.9 Family services and participation in parent engagement activities and home visits.

VI. FINANCING THE PROGRAMS

6.1 CCISD shall retain all funds allocated to CCISD under the Texas Foundation School Program (Texas Education Code, Chapters 48 and 49).

6.2 CCISD shall retain all other state grant funds generated by CCISD for the operation of any other state programs for which CCISD becomes eligible under this program.

6.3 CCISD shall retain all federal educational funds (excluding food service) earned by CCISD for the operation of any of the federal programs for which CCISD becomes eligible under this program.

6.4 CCISD shall retain any other gifts or grant funds received by CCISD for the operation of any of its programs or for which CCISD becomes eligible.

6.5 CCISD shall calculate the initial extra funding generated by FDISD students at the beginning of the school year (or the Agreement if after the school year has started) and establish an allocation for FDISD at a rate not to exceed one-half (1/2) of the Basic Allotment for students in K-2, and one-fourth (1/4) of the Basic Allotment for qualifying students in Pre-K, approved by the State of Texas from the Foundation School Program for the instructional year, according to the Financial Addendum detailing the financial arrangements.

6.6 CCISD shall retain an administrative fee of five percent (5%) from the FDISD allocation to provide both virtual and in-person support of data collection, assessment support, and other partnership-related services.

6.7 Multi-Partner Adjustment. CCISD intends to offer similar partnership options to other participating entities (collectively, the "Partners," currently anticipated to total approximately twenty-one (21) partners, inclusive of FDISD). If all Partners remain with FDISD under arrangements substantially similar to this Agreement, CCISD shall first deduct the cost of the salary and benefits of the designated supervisor from the aggregate Partner allocations, and thereafter apply the five percent (5%) administrative fee to the remaining amount. If fewer than all Partners elect to partner with CCISD (*i.e.*, some Partners transfer to or remain with CCISD under separate agreements), the cost of the designated supervisor's salary and benefits shall be prorated among the Partners that remain under arrangements with FDISD, and the five percent (5%) administrative fee shall thereafter be applied to each such Partner's (including FDISD's) adjusted allocation. The precise proration methodology and final calculations shall be set forth in writing and agreed by the Parties (and, as applicable, the other affected Partners) prior to the start of each school year or as soon as practicable after Partner elections are known.

6.8 CCISD shall make available to FDISD the amount of funding as calculated above for the school year according to an agreed upon combination of: monthly or quarterly agreement payments; staff salary(ies) and benefits; and technology devices.

6.9 CCISD shall perform a "settle-up" calculation upon receiving the CCISD final summary of finance from TEA upon completion of academic school year. One-half (1/2) of any funding generated in excess of the initial calculated funds generated by FDISD students shall be sent to FDISD no later than the end of November of the following school year.

6.10 FDISD may retain all funds for wrap-around services provided to students in the programs.

6.11 FDISD may retain all funds received from the operation of the food service program and additional funds granted by the Texas Workforce Commission for child-care subsidies.

6.12 FDISD may retain any and all other gifts and grants awarded directly to FDISD.

6.13 FDISD reserves the right to charge private service fees for non-CCISD related school hours and any penalties or fees for late pickup, etc.

6.14 FDISD shall not receive, retain, or seek funding for the same student, instructional time, or educational services under both this Agreement and any Texas Education Freedom Account (TEFA) or similar state-funded education savings account program. To the extent a student participating in this Agreement is also a beneficiary of a TEFA or similar program, FDISD shall ensure that no costs, services, or instructional time funded through CCISD under this Agreement are also funded through TEFA. FDISD shall maintain records sufficient to demonstrate compliance with this subsection and shall provide such records to CCISD upon reasonable request. Any funds determined to have been received in violation of this subsection shall be promptly returned or credited as directed by CCISD.

VII. PROGRAM LOCATION

7.1 Fort Davis Independent School District shall operate the programs at:

801 State Street
Fort Davis, Texas 79734

7.2 The Parties agree that they have inspected the identified premises and agree that the premises are suitable for all operations described in the Agreement.

VIII. NOTICES

8.1 All correspondence and communications regarding this Agreement shall be directed to:

Dr. Brent Hawkins
Copperas Cove ISD
Superintendent of Schools
408 S Main Street
Copperas Cove, Texas 76522

Jason Crow
Fort Davis Independent School District
Superintendent of Schools
P.O. Box 1339
Fort Davis, Texas 79734

8.2 Notices provided pursuant to the Agreement must be in writing and either hand-delivered, electronically delivered with receipt confirmation, or sent by U.S. certified mail, return receipt requested.

IX. INSURANCE

9.1 Each party shall, at all times during the term of this Agreement, at its own cost and expense, carry and maintain the required and appropriate types of insurance coverages with the minimum coverage noted required under Texas law.

X. MISCELLANEOUS

10.1 CCISD and FDISD will coordinate efforts to maximize the delivery of education and services to students enrolled in the programs.

10.2 This Agreement does not restrict CCISD from participating in similar agreements with other public or private agencies, organizations, and individuals.

10.3 This Agreement does not and shall not create a principal-agent relationship, partnership, or joint venture between the Parties, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, or in the name of or on behalf of the other party, except as expressly stated in this Agreement.

10.4 The Parties agree that CCISD does not and shall not waive any sovereign immunity or any immunity or defense that would otherwise be available to CCISD against claims arising from the exercise of governmental powers and functions.

10.5 If a dispute arises regarding the interpretation, implementation, or enforcement of this Agreement, then the Parties will, prior to initiating legal proceedings, submit the dispute to nonbinding mediation at CCISD's central administrative office or by a virtual platform, *e.g.*, Zoom or Google Meets.

10.6 This Agreement will be governed by and construed in accordance with the laws of the state of Texas, as to both interpretations and performance, without regard and without reference to the conflicts of law principles of Texas or any other jurisdiction.

10.7 The Parties expressly agree that the exclusive venue and place of trial for any action brought under or in connection with or in any way related to this Agreement shall be in the state district courts of Coryell County, Texas, and the parties hereby waive any and all objections to the agreed-upon venue as stated herein.

10.8 In the event of any suit or action arising out of or in connection with this Agreement, the prevailing party in such proceedings shall be entitled to recover its reasonable attorney fees and court costs.

10.9 The Parties understand the confidential nature of data involved in the transactions under this Agreement and particularly student information. The Parties agree to maintain confidentiality of all confidential information to the extent required by state and federal law.

10.10 This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

10.11 If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, then the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision, the Agreement would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10.12 The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

XI. LIABILITY

11.1 Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents.

11.2 CCISD does not waive governmental immunity and shall not indemnify FDISD.

11.3 To the extent permitted by law, FDISD shall be responsible for claims arising from its own negligence or misconduct.

XII. SIGNATURES

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____

Dr. Brent Hawkins
Superintendent of Schools

FORT DAVIS INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____

Jason Crow
Superintendent of Schools

FINANCIAL ADDENDUM

1. FDISD shall provide an estimate of the number of students to be enrolled at the beginning of a school year (or the Agreement) by age and grade level.

2. CCISD shall perform a financial estimate on the additional funding to be generated by students in "1" above.

3. CCISD shall allocate to FDISD one-half of the estimated additional funding generated by FDISD students in "1" above.

4. CCISD shall retain an administrative fee of five percent (5%) from FDISD's allocation to provide both virtual and in person support of data collection, assessments, supplies, and other partnership related services.

5. Multi-Partner Adjustment. Consistent with Section 6.6.1 of the Agreement, if all Partners (approximately twenty-one (21), inclusive of FDISD) remain under arrangements with FDISD, CCISD shall first deduct (back out) the cost of the salary and benefits of the designated supervisor (Michelle and her crew) from the aggregate Partner allocations before applying the five percent (5%) administrative fee. If some Partners elect to partner with CCISD instead, the supervisor salary-and-benefits cost shall be prorated among the Partners remaining with FDISD, and the five percent (5%) fee shall then be applied to each remaining Partner's (including FDISD's) adjusted allocation. Final proration and calculations shall be documented in writing and agreed by the Parties prior to the start of each school year or as soon as practicable after Partner elections are known. The Parties acknowledge that the exact number of Partners and the identity of the designated supervisor may change from year to year; the principles of full back-out (when all Partners remain with FDISD) versus proration (when some Partners come to CCISD) shall continue to apply.

6. FDISD may choose to access their allocation via transfer of staff salaries and benefits costs to CCISD, agreement payments from CCISD on a monthly/quarterly basis, technology and/or security equipment, or any combination of these items. If the total FDISD allocation is less than the salaries and benefits for a staff member, then CCISD may provide FDISD allocation as an agreement payment option only. Initial payment from CCISD will be received no later than the end of May 2025.

7. CCISD will conduct a "settle-up" calculation of the total funds generated by FDISD students after the conclusion of the school year and after receiving the Near Final Summary of Finance report from TEA for the completed school year. One-half (1/2) of any amounts generated by FDISD students over the initial estimate shall be paid to FDISD not later than the end of November of the following school year, or as otherwise negotiated by FDISD and CCISD.

8. Any staff of FDISD transferred to employment with CCISD shall have an addendum to their contracts stipulated employment with CCISD ends when the negotiated Agreement between CCISD and FDISD ends or is terminated.

9. CCISD and FDISD may choose to negotiate the details of FDISD allocation payments ninety (90) days prior to the beginning of the next school year and renewal of this Agreement. Any negotiated changes to the financial arrangement details shall be included in the new Agreement.

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date:	8/17/2026	Presented By:	Dr. Hawk
Subject:	Consideration to approve Early Education Partnership between CCISD and Green Space Learning	Related Page(s)	Attached

Action

BOARD GOAL:

BACKGROUND INFORMATION:
This contract is part of the public private partnerships with Greenspace Learning

RECOMMENDATION:
Motion, second, vote

BOARD ACTION REQUIRED

Docusign Envelope ID: 4F69F3EB-03C4-80A3-82C0-5321SA330291

EARLY CHILDHOOD EDUCATION PARTNERSHIP AGREEMENT BETWEEN COPPERAS COVE INDEPENDENT SCHOOL DISTRICT AND GREEN SPACE LEARNING LLC

STATE OF TEXAS §
§
COUNTY OF CORYELL §

This Early Childhood Education Partnership Agreement (this "Agreement") is entered into between the **Copperas Cove Independent School District** ("CCISD"), a political subdivision of the State of Texas, by and through its Board of Trustees, and **Green Space Learning LLC** ("GSP"), a Texas limited liability company, collectively referred to as the "Parties." This Agreement shall become effective upon the date of execution by both Parties.

RECITALS

WHEREAS, CCISD is an independent school district located in Copperas Cove, Coryell County, Texas, organized and operating pursuant to the Texas Education Code;

WHEREAS, GSP is a Texas limited liability company whose stated mission includes providing and administering high-quality pre-kindergarten instructional and educational services in accordance with Texas Education Code Chapter 29, Subchapter E-1, and applicable Texas Administrative Code provisions;

WHEREAS, GSP has entered into, or is in the process of entering into, a Memorandum of Understanding (the "Developer MOU") with Vista at Culebra, L.P. (the "Developer"), pursuant to which GSP will establish and operate a free, high-quality pre-kindergarten program (the "Program") at a dedicated Pre-K Space to be constructed within the Vista at Culebra multifamily housing development located at or near the intersection of Culebra Road and Arcadia Creek in San Antonio, Texas (the "Project");

WHEREAS, Section 5(a) of the Developer MOU requires GSP to enter into and maintain a partnership with an independent school district or open-enrollment charter school for purposes of establishing and operating a high-quality pre-kindergarten program in compliance with Texas Education Code Chapter 29, Subchapter E-1, and 10 Texas Administrative Code Section 11.101(b)(5)(C)(i)(I), as a condition of GSP's ongoing obligations under the Developer MOU and the long-term lease to be executed between GSP and the Developer (the "Lease");

WHEREAS, GSP has represented to CCISD that it is either accredited by the National Association for the Education of Young Children ("NAEYC") or meets all ten (10) standards established by the National Institute for Early Education Research ("NIEER"), and that it will maintain such accreditation or compliance throughout the term of this Agreement;

WHEREAS, CCISD, as an independent school district, is a qualifying educational institution authorized to enter into a partnership agreement of this nature under Texas Education Code Chapter 29, Subchapter E-1;

WHEREAS, CCISD desires to enter into this Agreement for the limited purpose of serving as the qualifying independent school district partner as required by Section 5(a) of the Developer MOU and applicable law, subject to the terms, conditions, limitations, and protections set forth herein;

WHEREAS, CCISD's participation in this Agreement shall not constitute CCISD's assumption of any operational, financial, facility, employment, or programmatic obligation under the Developer MOU or the Lease, to which CCISD is not a party and under which CCISD assumes no obligations;

WHEREAS, the Parties intend to operate their respective roles under this Agreement in a coordinated manner to (1) maximize the delivery of high-quality early childhood educational services to eligible children served by the Program, (2) ensure compliance with applicable state and federal law, (3) protect the legal and reputational interests of CCISD, and (4) define with clarity the scope, limitations, and duration of CCISD's participation;

NOW, THEREFORE, in consideration of the mutual covenants, representations, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I — TERM

1.1 The initial term of this Agreement shall commence on July 14, 2026 and shall end on August 31, 2027.

1.2 Following the expiration of the initial term, this Agreement may be renewed upon the mutual written agreement of the Parties for successive one-year terms commencing on September 1 2027 of each calendar year, subject to CCISD Board of Trustees approval of each renewal term. Renewal is not automatic and shall not occur without affirmative written action by both Parties.

1.3 Notwithstanding any other provision of this Agreement, CCISD reserves the unilateral right to terminate this Agreement at any time, for any reason or for no reason, upon thirty (30) days' prior written notice to GSP, without penalty, without liability to GSP or any third party, and without any obligation to provide a statement of reasons for such termination to GSP, the Developer, Vista at Culebra, L.P., the Texas Department of Housing and Community Affairs ("TDHCA"), or any other entity. CCISD's exercise of this termination right shall not constitute a breach of this Agreement.

1.4 GSP shall have the right to terminate this Agreement upon sixty (60) days' prior written notice to CCISD. GSP's termination of this Agreement shall not give rise to any claim against CCISD by GSP, the Developer, or any third party.

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1.5 Upon termination or expiration of this Agreement, the Parties agree to return all records (whether business or educational), property, or unused or unearned funds to the lawful owner or custodian of the same within thirty (30) days of the effective termination or expiration date. As used herein, "educational record" means those records, files, documents, and other materials that (1) contain information directly related to a student and (2) are maintained by an educational agency or institution or by a person acting for such agency or institution, in accordance with 20 U.S.C. § 1232g(a)(4). The term "records" means any information recorded in any way, including but not limited to handwriting, print, computer media, video or audio tape or recording, and film, in accordance with 34 C.F.R. § 99.3.

1.6 CCISD's termination of this Agreement shall not, under any circumstances, give rise to any financial liability on the part of CCISD to GSP, the Developer, Vista at Culebra, L.P., TDHCA, the Texas Commissioner of Education, the Internal Revenue Service, Bank of America, or any investor, lender, or creditor of the Developer or GSP, whether arising from tax credit recapture, lease termination, Developer MOU default, or any other theory of recovery. GSP expressly acknowledges and agrees that CCISD's termination rights under this Agreement are unconditional and that GSP assumes all risk associated with CCISD's exercise of such rights.

ARTICLE II — NATURE AND SCOPE OF PARTNERSHIP

2.1 Purpose of Partnership. CCISD enters into this Agreement for the sole and limited purpose of serving as the qualifying independent school district partner required by Section 5(a) of the Developer MOU and Texas Education Code Chapter 29, Subchapter E-1. CCISD's participation in this Agreement is expressly conditioned upon (a) the legal viability of an out-of-region independent school district partnership of this nature under applicable Texas law and Texas Education Agency ("TEA") guidance, and (b) GSP's maintenance of all qualifications and representations set forth in this Agreement.

2.2 Scope Limitation. CCISD's role under this Agreement is strictly limited to:

(a) Serving as the qualifying independent school district partner for purposes of Section 5(a) of the Developer MOU and applicable law;

(b) Providing the oversight, collaboration, and reporting functions expressly described in this Agreement;

(c) Admitting eligible students into CCISD's educational programs as described in Article III of this Agreement, to the extent such students are identified and enrolled in accordance with applicable law.

2.3 Non-Assumption of Developer MOU and Lease Obligations. CCISD is not a party to the Developer MOU or the Lease. CCISD assumes no obligations, liabilities, or responsibilities under the Developer MOU or the Lease, including without limitation any obligation to pay rent, maintain the Pre-K Space, obtain insurance for the benefit of the Developer, indemnify the Developer, surrender the Pre-K Space, or certify to TDHCA regarding GSP's withdrawal from the

Project. Nothing in this Agreement shall be construed to make CCISD a party to, or a guarantor of, any obligation of GSP under the Developer MOU or the Lease.

2.4 No Operational Authority. CCISD shall not be the operator of the Program. GSP is solely responsible for all operational aspects of the Program, including but not limited to staffing, enrollment, curriculum implementation, facility management, family communication, health and safety compliance, and compliance with all applicable licensing requirements for childcare or educational facilities. CCISD's exercise of oversight rights under this Agreement does not constitute operational control of the Program.

2.5 No Employment Relationship. Nothing in this Agreement creates an employment relationship between CCISD and any employee, contractor, agent, or volunteer of GSP. GSP is solely responsible for all employment decisions, compensation, benefits, credentialing, and background checks for all persons providing services at or in connection with the Program.

2.6 Single-Site Limitation. This Agreement applies solely to the Program at the Vista at Culebra Project located at or near the intersection of Culebra Road and Arcadia Creek in San Antonio, Texas. This Agreement does not authorize CCISD's partnership status to be used, referenced, or represented in connection with any other development, project, program, or housing tax credit application, whether proposed by the Developer, GSP, or any affiliated or unaffiliated third party. Any future development or program site shall require a separate written agreement approved by the CCISD Board of Trustees.

2.7 Use of CCISD Name and Identity. GSP shall not use CCISD's name, logo, official seal, or any other CCISD identifying marks in any compliance submission, media release, marketing material, grant application, regulatory filing, investor communication, or public statement without CCISD's prior written approval for each specific use. CCISD reserves the right to withhold or withdraw such approval at any time in its sole discretion. GSP shall promptly remove or correct any unauthorized use of CCISD's name or identity upon written notice from CCISD.

ARTICLE III — STUDENT ADMISSION

3.1 CCISD may, at its sole administrative discretion and in compliance with applicable state and federal law, admit into CCISD eligible students participating in the Program who meet the eligibility criteria set forth in this Article III. Admission of any student is subject to CCISD's standard enrollment processes and Board policies.

3.2 Admission for qualifying Pre-Kindergarten funding purposes is limited to students who are not younger than three (3) years of age as of September 1 of the school year for which enrollment is sought.

3.3 Pursuant to Texas Education Code § 29.153(b), a student seeking admission as a three-year-old or four-year-old into Pre-Kindergarten shall be eligible for admission if the student meets one or more of the following statutory eligibility criteria:

(a) the student is unable to speak and comprehend the English language; or

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(b) the student is educationally disadvantaged (meaning a student eligible to participate in the national free or reduced-price lunch program); or

(c) the student is homeless, as defined by 42 U.S.C. § 11434a, regardless of the residence of the child, of either parent of the child, or of the child's guardian or other person having lawful control of the child; or

(d) the student is the child of an active-duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who is ordered to active duty by proper authority; or

(e) the student is the child of a member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who was injured or killed while serving on active duty; or

(f) the student is or ever has been in the conservatorship of the Department of Family and Protective Services following an adversary hearing held as provided by Texas Family Code § 262.201; or

(g) the student is the child of a person eligible for the Star of Texas Award as: (i) a peace officer under Texas Government Code § 3106.002; (ii) a firefighter under Texas Government Code § 3106.003; or (iii) an emergency medical first responder under Texas Government Code § 3106.004.

3.4 A student enrolled pursuant to this Article shall not pay tuition to CCISD.

3.5 GSP shall notify CCISD of all students enrolled in the Program who may be eligible for CCISD enrollment and shall cooperate with CCISD's enrollment and data collection processes. GSP shall not represent to any family that a student has been enrolled in CCISD without CCISD's written confirmation of enrollment.

ARTICLE IV — DUTIES OF CCISD

4.1 CCISD shall provide, to the extent required by law and applicable to students dually enrolled in CCISD and the Program, the required hours of daily instruction meeting or exceeding all TEA requirements for High-Quality Pre-Kindergarten programs under Texas Education Code Chapter 29, Subchapter E-1.

4.2 CCISD may, at its discretion and upon the recommendation of GSP, provide one or more teachers holding the required certificate issued by the State Board for Educator Certification, or an acceptable equivalent, for students enrolled in the Program. The number of certificated teachers, if any, shall be determined by CCISD in accordance with applicable law and District staffing policies. Any CCISD staff placed at the Program site shall remain subject to CCISD's administrative authority, policies, and employment conditions, provided that GSP shall maintain

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daily site-level administrative authority over the scheduling and coordination of such staff during program hours.

4.3 CCISD shall reimburse GSP for the documented cost of providing a substitute teacher for any CCISD-employed teacher's absence when applicable. GSP shall submit requests for reimbursement in accordance with CCISD's standard policies and procedures for reimbursement of expenses.

4.4 CCISD shall provide curriculum and instructional materials necessary to support instructional requirements applicable to enrolled students, including but not limited to instruction in cognitive, physical, and social development, as required by Texas Education Code Chapter 29, Subchapter E-1.

4.5 CCISD shall provide technology resources reasonably necessary to support the instructional activities of CCISD-enrolled students participating in the Program, subject to CCISD's technology policies and available inventory.

4.6 CCISD shall comply with all Child Find obligations under applicable federal law, including the Individuals with Disabilities Education Act ("IDEA"), with respect to students enrolled in or referred through the Program.

4.7 CCISD shall collaborate with GSP to ensure the delivery of a free, appropriate public education for eligible students who qualify for special education and related services under the IDEA or who receive accommodations under Section 504 of the Rehabilitation Act of 1973, in accordance with CCISD's obligations under applicable law.

4.8 CCISD shall provide personnel to participate in at least one (1) monthly meeting with GSP's designated administrator(s) to ensure coordination and collaboration between the Parties regarding program operations, student progress, and compliance.

4.9 CCISD shall provide assessment and progress monitoring tools to report student progress and achievement to parents, guardians, and GSP, in accordance with applicable law and CCISD's standard assessment practices.

4.10 CCISD shall provide a qualified supervisor to ensure compliance with Texas Education Code § 29.167 regarding High-Quality Curriculum and Teacher Requirements for Pre-Kindergarten, to the extent applicable to the Program.

4.11 CCISD shall not provide transportation to students enrolled in the Program unless required by a student's individualized education program ("IEP") or otherwise required by applicable law.

4.12 CCISD is the direct recipient of any applicable federal and state education funds generated by students enrolled in CCISD through this Agreement. Any payment made by CCISD to GSP pursuant to this Agreement shall constitute a contract service fee and shall not constitute a grant or gift of public funds.

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4.13 CCISD shall maintain records sufficient to document its oversight activities, student enrollment, and compliance with applicable law throughout the term of this Agreement.

ARTICLE V — DUTIES OF GSP

5.1 GSP shall establish and operate the Program at the Pre-K Space within the Vista at Culebra Project, at GSP's sole cost and expense, in compliance with all applicable federal and state laws and regulations, including without limitation Texas Education Code Chapter 29, Subchapter E-1, applicable TDHCA requirements, and all applicable licensing requirements for childcare and early childhood education facilities in the State of Texas.

5.2 GSP shall provide classroom and common space at the Program site in compliance with all applicable state and federal laws and regulations governing early childhood education and childcare facilities. CCISD shall have no obligation to provide, fund, lease, or maintain any facility associated with the Program.

5.3 GSP shall provide all furniture, fixtures, and equipment necessary for the establishment and operation of the Program at GSP's sole cost and expense, including but not limited to classroom furniture, learning materials, and playground equipment appropriate for the age group served. CCISD shall have no obligation to provide, fund, or maintain any furniture, fixtures, or equipment for the Program.

5.4 GSP shall employ appropriately qualified and credentialed personnel to deliver the Program during all hours of operation. Programs operated by GSP during those portions of the day when CCISD is providing direct instruction shall be staffed in a manner that complies with all applicable CCISD Board policies and regulations, as well as applicable state and federal law.

5.5 GSP shall employ appropriate personnel to collect all data and documents required by state or federal law applicable to students enrolled in CCISD through this Agreement. Such personnel shall ensure the timely entry of all required data into CCISD's designated student information system (currently Ascender), or any successor system designated by CCISD. Required data includes but is not limited to: vaccination records, eligibility documentation for free or reduced-price lunch, enrollment forms, birth certificates, social security numbers (where required), parental permissions, and contact information. In certain circumstances, electronic or in-person delivery of data and documents to CCISD will be acceptable as agreed upon by the Parties. If mutually agreed by the Parties, designated GSP personnel may also serve as the "Teacher of Record" for entering daily attendance.

5.6 GSP shall ensure that daily attendance data is entered into CCISD's designated student information system or delivered by other mutually acceptable means, by a designated "Teacher of Record," if a separate individual from the person designated under Section 5.5 is required for such purpose.

5.7 GSP shall work with CCISD to align the Program's daily class schedule and school calendar as closely as practicable with the CCISD school calendar. Variations in GSP's program calendar shall be made in coordination with CCISD's designated administrator.

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5.8 GSP shall conduct vision and hearing screenings of students enrolled in the Program as required by, and in compliance with, applicable Texas law. GSP's designated personnel shall ensure timely entry of data from such screenings as required by Texas law.

5.9 GSP shall employ appropriate personnel to coordinate enrollment and health screening data entry with CCISD's PEIMS Coordinator.

5.10 GSP shall provide written certification to CCISD, prior to the commencement of each school year term (and within ten (10) days of the hiring of any new personnel during the term), that GSP has conducted a criminal background history check on all officers, employees, volunteers, and contractors who will enter the Program facility or have contact with students, in compliance with CCISD Board Policy DBAA(LEGAL) and DBAA(LOCAL) and applicable Texas law. GSP shall not knowingly permit any individual to provide services to the Program, or to have access to students, who has a history of criminal conduct that is unacceptable under District Board Policy, Texas law, or reasonable professional expectations for an educational environment, including without limitation any violent or sexual offenses.

5.11 GSP shall maintain, throughout the term of this Agreement, NAEYC accreditation or compliance with all ten (10) NIEER quality standards, as represented in Article VII of this Agreement. GSP shall notify CCISD in writing within five (5) business days of any lapse, suspension, revocation, or threat of revocation of GSP's NAEYC accreditation, or of any circumstance that may cause GSP to fall out of compliance with NIEER standards.

5.12 GSP shall notify CCISD in writing within five (5) business days of: (a) any material change in GSP's financial condition that may affect its ability to operate the Program; (b) any licensing action, regulatory inquiry, or enforcement proceeding initiated by any state or federal agency with respect to GSP or the Program; (c) any safety incident, child abuse allegation, or law enforcement involvement at the Program site; (d) any termination, default, or material dispute under the Developer MOU or the Lease; or (e) any circumstance that may cause GSP to fail to satisfy the partnership requirements of Section 5(a) of the Developer MOU.

5.13 GSP shall, on an annual basis and not later than September 30 of each year, provide CCISD with a written annual report detailing: (a) Program enrollment by age group and demographic category; (b) student outcomes and progress data; (c) staffing levels and credentialing status; (d) NAEYC accreditation or NIEER compliance status; (e) any incidents, complaints, or regulatory actions during the prior year; (f) the status of the Developer MOU and the Lease; and (g) any changes to GSP's corporate structure, ownership, or financial condition.

5.14 GSP shall afford CCISD's designated representatives the right to inspect and monitor the Program at any time during normal business hours, upon twenty-four (24) hours' advance written notice, and immediately in the event of a safety emergency or a reasonable belief of regulatory non-compliance. CCISD's inspection rights shall include the right to review Program records, observe instruction, and interview staff, subject to applicable student privacy laws.

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5.15 GSP shall provide appropriate personnel to participate in at least one (1) monthly meeting with CCISD's designated administrator(s) to ensure coordination and collaboration between the Parties regarding Program operations, student progress, and compliance with this Agreement.

5.16 GSP shall, upon CCISD's written request, promptly provide CCISD with copies of the Developer MOU, the Lease (when executed), any TDHCA compliance submissions that reference CCISD or the partnership, and any correspondence from TDHCA, TEA, or the Texas Commissioner of Education that references CCISD or the Program.

5.17 GSP reserves the right to submit, approve, use, or edit program materials that align with GSP's educational mission and values, provided that no such materials may reference CCISD without CCISD's prior written approval as required by Section 2.7 of this Agreement.

ARTICLE VI — JOINT DUTIES

6.1 The Parties shall provide and support the delivery of an early childhood program utilizing evidence-based and developmentally appropriate early childhood teaching practices, consistent with the requirements of Texas Education Code Chapter 29, Subchapter E-1.

6.2 The Parties shall coordinate and collaborate regarding instruction, shared resources, and services to meet the educational and developmental needs of students enrolled in the Program.

6.3 The Parties shall develop and implement standardized daily instructional schedules that promote efficiency in staffing and provide each Party with the opportunity to fulfill all daily requirements of their respective programs.

6.4 The Parties shall monitor Program operations to prevent duplication of efforts and inefficient use of resources.

6.5 The Parties shall provide academic program offerings and sequencing of instruction to ensure that daily instructional activities are mutually supportive and align with the shared educational goals and applicable state standards.

6.6 The Parties shall collaborate on a regular basis — not less than monthly — to discuss the progress of this Agreement, Program outcomes, and any concerns regarding compliance, student welfare, or operational coordination.

6.7 The Parties shall collectively analyze and share program and student data for appropriate planning and improvement, subject to applicable student privacy laws, including the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and the Texas Student Privacy Act.

6.8 The Parties shall routinely collaborate to meet student attendance goals and to address barriers to attendance for enrolled families.

6.9 The Parties shall collaborate on family services, parent engagement activities, and home visit coordination, to the extent applicable to students enrolled in CCISD through the Program.

ARTICLE VII — REPRESENTATIONS AND WARRANTIES OF GSP

7.1 Partnership Representation. GSP represents, warrants, and certifies to CCISD, as of the effective date of this Agreement and on a continuing basis throughout its term, that GSP has entered into the Developer MOU with Vista at Culebra, L.P. for the purpose of establishing and operating the Program, and that this Agreement satisfies the requirement of Section 5(a) of the Developer MOU that GSP maintain a partnership with an independent school district or open-enrollment charter school. GSP shall promptly notify CCISD in writing of any material modification to the Developer MOU or the Lease that affects CCISD's obligations, rights, or status under this Agreement.

7.2 Accreditation and Quality Standards. GSP represents, warrants, and certifies to CCISD that, as of the effective date of this Agreement, GSP is either:

(a) accredited by the National Association for the Education of Young Children ("NAEYC"), or

(b) in compliance with all ten (10) standards established by the National Institute for Early Education Research ("NIEER").

GSP shall maintain such accreditation or compliance, as applicable, in good standing throughout the term of this Agreement, and shall provide CCISD with written evidence of current accreditation status or NIEER compliance upon CCISD's request and not less than annually.

7.3 Corporate Standing. GSP represents and warrants that it is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Texas; that it has full authority to enter into and perform this Agreement; and that this Agreement has been duly authorized by all necessary action of GSP's governing members or managers.

7.4 Financial Capacity. GSP represents and warrants that it has the financial capacity, operational capability, and qualified personnel necessary to establish and operate the Program as contemplated by this Agreement and the Developer MOU, and that it is not presently subject to any bankruptcy proceeding, receivership, or assignment for the benefit of creditors.

7.5 Legal Compliance. GSP represents and warrants that the Program will be established and operated in compliance with all applicable federal and state laws and regulations, including without limitation Texas Education Code Chapter 29, Subchapter E-1; applicable TDHCA requirements; applicable childcare licensing requirements under Texas Health and Safety Code Chapter 42; applicable OSHA, building code, fire code, and life safety requirements; and all applicable federal civil rights laws.

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7.6 No Conflicting Obligations. GSP represents and warrants that entering into this Agreement does not conflict with any other agreement, obligation, or legal restriction to which GSP is subject.

7.7 Ongoing Nature of Representations. The representations and warranties set forth in this Article VII shall constitute ongoing covenants of GSP throughout the term of this Agreement. GSP's material breach of any representation or warranty, if not cured within thirty (30) days following written notice from CCISD, shall constitute a default under this Agreement and shall entitle CCISD to terminate this Agreement pursuant to Article I.

ARTICLE VIII — FINANCING THE PROGRAMS

8.1 CCISD shall retain all funds allocated to CCISD under the Texas Foundation School Program, Texas Education Code Chapters 48 and 49, generated by students enrolled in CCISD through this Agreement.

8.2 CCISD shall retain all other state grant funds generated by CCISD for the operation of any state programs for which CCISD becomes eligible through the enrollment of students pursuant to this Agreement.

8.3 CCISD shall retain all federal educational funds (excluding food service funds, to the extent applicable) earned by CCISD for the operation of any federal programs for which CCISD becomes eligible through the enrollment of students pursuant to this Agreement.

8.4 CCISD shall retain any other gifts or grant funds received by CCISD for the operation of any of its programs or for which CCISD becomes eligible through the enrollment of students pursuant to this Agreement.

8.5 CCISD shall calculate the initial extra funding generated by GSP students at the beginning of the school year (or the Agreement if after the school year has started) and establish an allocation for GSP at a rate not to exceed one-half (1/2) of the Basic Allotment for students in K-2, and one fourth (1/4) of the Basic Allotment for qualifying students in Pre-K, approved by the State of Texas from the Foundation School Program for the instructional year, according to the addendum detailing the financial arrangements.

8.6 CCISD shall retain an administrative fee of five percent (.05) from the GSP allocation to provide both virtual and in person support of data collection, assessment support, and other partnership related services.

8.7 CCISD shall make available to GSP the amount of funding as calculated above for the school year according to an agreed upon combination of: monthly or quarterly agreement payments; staff salary(ies) and benefits; and technology devices.

8.8 CCISD shall perform a "settle-up" calculation upon receiving the CCISD final summary of finance from TEA upon completion of academic school year. One-half (1/2) of any funding

generated in excess of the initial calculated funds generated by GSP students shall be sent to GSP no later than the end of November of the following school year.

8.9 GSP may retain all funds for wrap-around services provided to students enrolled in the Program that are not funded through CCISD under this Agreement.

8.10 GSP may retain all funds received from the operation of the food service program and any additional funds granted by the Texas Workforce Commission for child-care subsidies, to the extent applicable.

8.12 GSP may retain any and all other gifts and grants awarded directly to GSP.

8.13 GSP shall not receive, retain, or seek funding for the same student, instructional time, or educational services under both this Agreement and any Texas Education Freedom Account ("TEFA") or similar state-funded education savings account program. To the extent a student participating in this Agreement is also a beneficiary of a TEFA or similar program, GSP shall ensure that no costs, services, or instructional time funded through CCISD under this Agreement are also funded through TEFA. GSP shall maintain records sufficient to demonstrate compliance with this section and shall provide such records to CCISD upon request. Any funds determined to have been received in violation of this section shall be promptly returned or credited as directed by CCISD.

8.14 GSP expressly acknowledges and agrees that CCISD is the direct recipient of all applicable state and federal education funds, and that any amounts shared with GSP under this Agreement constitute contract service fees paid in exchange for defined educational services. Under no circumstances shall any financial arrangement under this Agreement be construed as a grant, endowment, gift, or subsidy from CCISD to GSP.

8.15 CCISD assumes no financial obligation under the Developer MOU or the Lease. GSP shall be solely responsible for all costs and expenses associated with the Program, including without limitation rent (if any), utilities, insurance, maintenance, FF&E, staffing, and compliance with all applicable licensing and regulatory requirements, consistent with GSP's obligations under the Developer MOU and the Lease.

ARTICLE IX — PROGRAM LOCATION

9.1 GSP shall operate the Program at the Pre-K Space located within the Vista at Culebra multifamily housing development, at or near the intersection of Culebra Road and Arcadia Creek, San Antonio, Texas.

9.2 The Parties acknowledge that the Pre-K Space is to be constructed by the Developer pursuant to the Developer MOU and that CCISD has no ownership, leasehold, or other property interest in the Pre-K Space. CCISD has not inspected and does not warrant the suitability of the Pre-K Space for the purposes of the Program. GSP assumes full responsibility for ensuring that the Pre-K Space, upon delivery by the Developer, is suitable for the Program and complies with all applicable laws and regulations governing early childhood education and childcare facilities.

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9.3 GSP shall notify CCISD in writing of any change to the Program's location, including any relocation of the Program within or outside the Vista at Culebra Project. Any relocation of the Program shall require CCISD's prior written consent, which may be withheld in CCISD's sole discretion, and shall require an amendment to this Agreement executed by both Parties.

ARTICLE X — INSURANCE

10.1 GSP shall, at all times during the term of this Agreement, at its own cost and expense, obtain, carry, and maintain the types and amounts of insurance coverage required under applicable Texas law and the Developer MOU, including without limitation:

(a) Commercial general liability insurance, with limits of not less than **[INSERT MINIMUM COVERAGE AMOUNT]** per occurrence and **[INSERT AGGREGATE AMOUNT]** in the aggregate;

(b) Property insurance covering the Pre-K Space and all FF&E, in amounts not less than the full replacement cost of the covered property;

(c) Workers' compensation insurance as required by Texas law;

(d) Professional liability or errors and omissions insurance with limits of not less than **[INSERT MINIMUM COVERAGE AMOUNT]**; and

(e) Any additional insurance required by the Developer MOU or the Lease.

10.2 All insurance policies maintained by GSP pursuant to this Article X shall:

(a) name CCISD as an additional insured on all commercial general liability and property policies;

(b) include a waiver of subrogation in favor of CCISD;

(c) provide that coverage shall not be cancelled, non-renewed, or materially modified without at least thirty (30) days' prior written notice to CCISD; and

(d) be placed with insurers authorized to do business in the State of Texas.

10.3 GSP shall provide CCISD with certificates of insurance evidencing the coverages required by this Article X prior to the commencement of Program operations and upon each annual renewal of any required policy. CCISD's right to be named as an additional insured does not alter or expand CCISD's liability under this Agreement or applicable law.

10.4 CCISD shall, at all times during the term of this Agreement, at its own cost and expense, carry and maintain the types and amounts of insurance coverage required under applicable Texas law for a political subdivision of the State of Texas in connection with CCISD's obligations under

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this Agreement, subject to CCISD's statutory rights regarding governmental immunity and self-insurance.

ARTICLE XI — INDEMNIFICATION AND LIABILITY

11.1 Each Party shall be responsible for its own acts and omissions and those of its respective officers, employees, agents, contractors, and volunteers.

11.2 CCISD Governmental Immunity. CCISD does not waive, and shall not be deemed to have waived, any governmental immunity or any other immunity or defense available to CCISD as a political subdivision of the State of Texas against claims arising from the exercise of governmental powers and functions. Nothing in this Agreement shall be construed as a waiver of sovereign immunity under Texas law.

11.3 GSP Indemnification of CCISD. To the fullest extent permitted by law, GSP shall defend, indemnify, and hold harmless CCISD and its Board of Trustees, officers, administrators, employees, agents, and representatives (collectively, "CCISD Indemnitees") from and against any and all claims, actions, causes of action, demands, losses, damages, liabilities, costs, and expenses of whatever kind or nature, including reasonable attorneys' fees and court costs, arising from or related to:

(a) GSP's establishment, operation, or administration of the Program;

(b) GSP's use and occupancy of the Pre-K Space;

(c) GSP's obligations under the Developer MOU or the Lease;

(d) the acts, omissions, negligence, or misconduct of GSP or its officers, employees, agents, contractors, volunteers, students, or invitees;

(e) any breach by GSP of any representation, warranty, covenant, or obligation under this Agreement;

(f) any regulatory action, enforcement proceeding, or compliance failure by or against GSP under applicable law;

(g) any claim by the Developer, TDHCA, Bank of America, or any investor, lender, or creditor of the Developer or GSP arising from CCISD's exercise of its rights under this Agreement, including without limitation CCISD's exercise of its termination rights under Article I; or

(h) any tax credit recapture, developer default, lease termination, or TDHCA compliance failure arising from or related to GSP's failure to perform its obligations under the Developer MOU or the Lease;

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provided, however, that GSP's indemnification obligations shall not apply to claims arising solely and directly from the gross negligence or willful misconduct of CCISD Indemnitees.

11.4 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement. The Developer, Vista at Culebra, L.P., TDHCA, Bank of America, and any investor, lender, or creditor of the Developer or GSP are not third-party beneficiaries of this Agreement.

ARTICLE XII — NOTICES

12.1 All correspondence and communications regarding this Agreement shall be directed to:

For CCISD:

Dr. Brent Hawkins
Superintendent of Schools
Copperas Cove Independent School District
408 S. Main Street
Copperas Cove, Texas 76522

For GSP:

Audrey Rowland
Green Space Learning LLC
2630 S Polaris Drive
Fort Worth, Texas 76137

12.2 Notices provided pursuant to this Agreement must be in writing and either: (a) hand-delivered; (b) transmitted by electronic means with written confirmation of receipt; or (c) sent by United States certified mail, return receipt requested. Notice shall be deemed delivered upon receipt.

12.3 Either Party may update its notice information by providing written notice to the other Party in accordance with this Article XII. Changes to CCISD's notice information shall require Board authorization if the change involves a different authorized representative.

ARTICLE XIII — CONFIDENTIALITY AND STUDENT PRIVACY

13.1 The Parties acknowledge the confidential nature of the data and information involved in the transactions contemplated by this Agreement, and particularly of student information protected by applicable federal and state law.

13.2 The Parties agree to maintain the confidentiality of all confidential information, including student records, to the full extent required by applicable federal and state law, including without

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limitation FERPA, 20 U.S.C. § 1232g; the Texas Student Privacy Act; and applicable provisions of the Texas Education Code.

13.3 GSP shall not disclose any student-level data, enrollment information, or other personally identifiable student information to the Developer, TDHCA, Bank of America, or any investor, lender, or other third party, without the prior written consent of CCISD and in compliance with applicable student privacy law.

13.4 GSP shall maintain a data security program appropriate to the sensitivity of the student data handled in connection with the Program and shall promptly notify CCISD of any actual or suspected data breach involving student information maintained in connection with this Agreement.

ARTICLE XIV — MISCELLANEOUS PROVISIONS

14.1 CCISD and GSP will coordinate efforts to maximize the delivery of education and services to students enrolled in the Program.

14.2 This Agreement does not restrict CCISD from participating in similar agreements with other public or private agencies, organizations, or individuals, subject to applicable law and Board policy.

14.3 This Agreement does not and shall not create a principal-agent relationship, partnership, joint venture, or employment relationship between the Parties, nor does it authorize either Party to serve as the legal representative or agent of the other. Neither Party shall have any right or authority to assume, create, or incur any liability or obligation of any kind, express or implied, in the name of or on behalf of the other Party, except as expressly stated in this Agreement.

14.4 CCISD does not and shall not waive any sovereign immunity or any immunity or defense otherwise available to CCISD against claims arising from the exercise of governmental powers and functions.

14.5 Dispute Resolution. If a dispute arises regarding the interpretation, implementation, or enforcement of this Agreement, the Parties shall, prior to initiating legal proceedings, submit the dispute to nonbinding mediation at CCISD's central administrative office in Copperas Cove, Texas, or by a mutually agreed virtual platform. Each Party shall bear its own costs of mediation unless otherwise agreed in writing.

14.6 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as to both interpretation and performance, without regard to the conflicts of law principles of Texas or any other jurisdiction.

14.7 The Parties expressly agree that the exclusive venue and place of trial for any action brought under, in connection with, or in any way related to this Agreement shall be in the state district courts of Coryell County, Texas. The Parties hereby waive any and all objections to the agreed-upon venue.

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14.8 In the event of any suit or action arising out of or in connection with this Agreement, the prevailing Party in such proceedings shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

14.9 This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement supersedes all prior discussions, representations, and understandings of the Parties regarding the subject matter hereof. This Agreement may be modified or amended only by a written instrument signed by both Parties and, in the case of CCISD, approved by the Board of Trustees.

14.10 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision the Agreement would become valid and enforceable, then such provision shall be deemed written, construed, and enforced as so limited.

14.11 The provisions of this Agreement shall be binding upon and inure to the benefit of both Parties and their respective legal representatives, permitted successors, and permitted assigns.

14.12 No Assignment Without Consent. Neither Party shall assign this Agreement or any of its rights, benefits, or obligations hereunder to any third party without the prior written consent of the other Party, and any purported assignment without such consent shall be void and of no force or effect. For purposes of this section, a change in ownership, control, or membership of GSP shall be deemed an assignment requiring CCISD's prior written consent.

14.13 Force Majeure. Neither Party shall be in default under this Agreement to the extent that performance of its obligations is prevented or delayed by circumstances beyond its reasonable control, including without limitation acts of God, natural disaster, pandemic, or governmental order, provided that the affected Party provides written notice to the other Party within five (5) business days of the occurrence of such circumstances and uses commercially reasonable efforts to resume performance as soon as practicable.

14.14 Board Authorization. This Agreement has been duly authorized by the CCISD Board of Trustees pursuant to Board action taken on _____.

14.15 Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Electronic signatures shall be deemed valid and binding to the same extent as original signatures.

[*Signature Page to Follow*]

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ARTICLE XV — SIGNATURES

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT

Signed by:
By: Brent Hawkins
Date: _____
Dr. Brent Hawkins
Superintendent of Schools
Copperas Cove Independent School District

GREEN SPACE LEARNING LLC

Signed by:
By: _____
Date: 7/28/2026
Audrey Rowland
CEO & Founder
Green Space Learning LLC

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EXHIBIT A — FINANCIAL ADDENDUM

1. GSP shall provide CCISD with an estimate of the number of students anticipated to be enrolled in the Program and in CCISD through this Agreement at the beginning of each school year (or upon the commencement of the Agreement, if after the school year has already begun), disaggregated by age and grade level.

2. CCISD shall perform a financial estimate of the additional Foundation School Program funding to be generated by the students identified in Item 1 above.

3. CCISD shall allocate to GSP one-half of the estimated additional funding generated by students enrolled through this Agreement.

4. CCISD shall retain an administrative fee of five percent (5%) from GSP's allocation to provide virtual and in-person support for data collection, assessments, supplies, and other partnership-related services.

5. GSP may access its allocation via one or more of the following mechanisms, subject to CCISD's approval: (a) transfer of staff salary and benefit costs to CCISD; (b) agreement payments from CCISD on a monthly or quarterly basis; (c) technology and/or security equipment; or any combination of the foregoing. If the total GSP allocation is less than the cost of a CCISD staff member's salary and benefits, then CCISD may provide GSP's allocation as an agreement payment only. Initial payment from CCISD shall be received by GSP no later than November 1, 2027.

6. CCISD shall conduct a settle-up calculation of the total funds generated by students enrolled through this Agreement after the conclusion of each school year and after receiving the Near Final Summary of Finance report from TEA for the completed school year. One-half (1/2) of any amounts generated above the initial estimate shall be paid to GSP no later than the end of November of the following school year, or as otherwise negotiated by the Parties.

7. Any staff of GSP transferred to employment with CCISD shall have an addendum to their employment contracts stipulating that their employment with CCISD shall end upon the termination or expiration of this Agreement.

8. The Parties may negotiate the details of the GSP allocation payments not less than ninety (90) days prior to the beginning of each successive school year term. Any negotiated changes to the financial arrangement shall be reflected in a written amendment to this Exhibit A, executed by both Parties and approved by the CCISD Board of Trustees.

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date:	8/10/2026	Presented By:	Dr. Hawk
Subject:	Consideration to approve Partnership between CCISD & Southwest Christian	Related Page(s)	Attached

Action

BOARD GOAL:

BACKGROUND INFORMATION:
This contract is forming a Statewide COOP of public private partnerships. Additional information will be presented at the workshop.

RECOMMENDATION:
Motion, second, vote

BOARD ACTION REQUIRED

EARLY CHILDHOOD EDUCATION PARTNERSHIP AGREEMENT
BETWEEN
COPPERAS COVE INDEPENDENT
SCHOOL DISTRICT AND
SOUTHWEST CHRISTIAN

STATE OF TEXAS §
§
COUNTY OF CORYELL §

This Agreement is entered into between Copperas Cove Independent School District ("CCISD"), a political subdivision of the State of Texas, by and through its Board of Trustees, and PARTNERSHIP ("PARTNER"), collectively, the "Parties." This Agreement shall become effective upon the date of execution by the Parties.

RECITALS

WHEREAS, CCISD is an Independent School District located in Copperas Cove, Texas; and

WHEREAS, PARTNER is operating an accredited Partnership located in_____ Texas; and

WHEREAS, PARTNER provides instructional services to children ages 3 and older who are m Pre-Kindergarten, Kindergarten, First Grade, or Second Grade; and

WHEREAS, pursuant to CCISD Board Policy FDA(LOCAL), CCISD has agreed to admit into CCISD, on a tuition-free basis, eligible students in Pre-Kindergarten through Second Grade who will receive early childhood education services at an PARTNER facility; and

WHEREAS, PARTNER desires to encourage the enrollment of eligible 3-year-old students through second grade into CCISD's early childhood educational programs; and

WHEREAS, the Parties intend to operate their respective programs in a coordinated manner to (1) maximize the delivery of CCISD's educational services to participating students, (2) avoid program overlap, (3) maximize the efficient allocation of qualified personnel, and (4) ensure that the Parties comply with their respective obligations under state and federal law.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

I. **TERM**

I.I The initial term of this Agreement shall commence on **date** end on **date**. The initial term may be terminated only with the mutual written consent of the Parties. If either party desires to terminate this Agreement at the conclusion of the initial

term, then the terminating party shall give written notice to the other party at least ninety (90) days prior to the conclusion of the initial term.

1.2 This Agreement shall automatically renew for one-year terms commencing on July 1 of each calendar year if neither party terminates this Agreement.

1.3 For school years beyond the initial term, a party desiring to terminate the Agreement shall give written notice not later than thirty (30) days prior to the conclusion of the successive term.

1.4 Upon termination of this Agreement, the Parties agree to return all records (whether business or educational), property, or unused or unearned funds to the lawful owner or custodian of the same within thirty (30) days of the end of such term. (As used herein, "educational record" means those records, files, documents, and other materials which (1) contain information directly related to a student and (2) are maintained by an educational agency or institution or by a person acting for such agency or institution in accordance with 20 U.S.C. § 1232g(a)(4). As pertains to educational records, the term "records" means any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape or recording, and film in accordance with 34 CFR § 99.3).

II. **ADMISSION**

2.1 Admission for qualifying Prekindergarten funding is limited to students who are not younger than 3 years of age as of September 1 of the school year for which enrollment is sought.

2.2 Pursuant to Texas Education Code § 29.153(b), a student seeking admission as a three-year-old or four-year-old into Pre-Kindergarten shall be admitted if the student meets one or more of the following statutory eligibility criteria:

a. the student is unable to speak and comprehend the English language; or

b. the student is educationally disadvantaged (which means a student eligible to participate in the national free or reduced-price lunch program); or

c. the student is homeless, as defined by 42 U.S.C. Section 11434a, regardless of the residence of the child, of either parent of the child, or of the child's guardian or other person having lawful control of the child; or

d. the student is the child of an active-duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who is ordered to active duty by proper authority; or

e. the student is the child of a member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who was injured or killed while serving on active duty; or

f. the student is or ever has been in the conservatorship of the Department of Family and Protective Services (foster care) following an adversary hearing held as provided by Family Code§ 262.201; or

g. the student is the child of a person eligible for the Star of Texas Award as:
(i) a peace officer under Texas Government Code § 3106.002;
(ii) a firefighter under Texas Government Code § 3106.003; or,
(iii) an emergency medical first responder under Texas Government Code § 31.06.004.

2.3 An eligible Pre-K student, or other students in Kindergarten through Second Grade, shall be admitted to CCISD as an interdistrict transfer student pursuant to CCISD Board Policy FDA(LOCAL) and shall be dually enrolled in both CCISD and PARTNER.

2.4 A student enrolled pursuant to this section shall not pay tuition to CCISD.

III. DUTIES OF CCISD

3.1 CCISD shall provide the required hours of daily instruction meeting or exceeding all Texas Education Agency requirements for High-Quality Pre-Kindergarten and Kindergarten through Second Grade programs.

3.2 CCISD may, at the recommendation of PARTNER, provide one teacher holding the required certificate issued by the State Board for Educator Certification or acceptable equivalent for every twenty-two
(22) students enrolled. PARTNER will maintain daily administrative authority over such staff.

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3.5 CCISD shall provide technology resources necessary to support instructional activities.

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3.7 CCISD shall collaborate with PARTNER to ensure delivery of a free, appropriate public education for eligible students who are eligible for special education and related services under the IDEA or who receive accommodations under Section 504. CCISD specifically acknowledges and agrees that PARTNER is a private institution that does not accept federal financial assistance. Nothing herein is intended to, nor shall it be construed to, require PARTNER itself to modify its curriculum or otherwise alter or limit the school's ability to provide service it chooses to offer as a Partnership.

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3.10 CCISD shall provide a qualified supervisor to ensure compliance with Texas Education Code§ 29.167 for High Quality Curriculum and Teacher Requirements for Pre-Kindergarten.

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4.1 PARTNER shall provide classroom and common space in compliance with state and federal law for early childhood education and/or childcare facilities.

4.2 PARTNER shall provide classroom furniture in compliance with state and federal law for early childhood education and/or childcare facilities.

4.3 Programs operated directly by PARTNER during those portions of the day when CCISD is providing direct instruction shall be appropriately staffed in such a way to deliver services in compliance with CCISD Board Policies and regulations, as well as state and federal requirements.

4.4 PARTNER shall employ appropriate personnel to collect all data and documents required by state or federal law. Such personnel shall ensure input of all such data in the CCISD Ascender system, or any other data system that CCISD may use. In certain circumstances, electronic or in person delivery of data and documents to CCISD will be acceptable. This data includes, but is not limited to, vaccinations, eligibility for free or reduced lunch, enrollment forms, birth certificates, social security numbers, parental permissions, and contact information. If the Parties mutually agree, then such personnel may also serve as the "Teacher of Record" for entering daily attendance.

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4.7 PARTNER shall conduct vision and hearing screenings of students as required by, and in compliance with, Texas law. PARTNER personnel shall ensure the timely entry of data for such screenings as required by Texas law.

4.8 PARTNER shall provide appropriate personnel to coordinate enrollment and health screening data entry with CCISD's PEIMS Coordinator.

4.9 PARTNER shall provide written certification to CCISD that PARTNER conducted a criminal background history check on all officers and employees who will enter the PARTNER facility in compliance with CCISD Board Policy DBAA(LEGAL) and DBAA(LOCAL) and Texas law. PARTNER shall not knowingly permit any individual to provide services to the programs who have a history of criminal conduct unacceptable under District Board Policy, Texas law, or reasonable professional expectations for an educational environment, including, but not limited to, any violent or sexual offenses. All persons performing duties at or having access to the facility and programs shall be subject to a background check as required by Texas law.

4.10 PARTNER reserves the right to submit, approve, use, or edit material that aligns with PARTNER goals and values.

V. JOINT DUTIES

5.1 The Parties shall provide and deliver an early childhood program utilizing the best early childhood teaching practices.

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5.3 The Parties shall develop and implement standardized daily instructional schedules that promote efficiency in staffing and provide the Parties with the opportunity to implement all daily requirements of their respective programs.

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6.1 CCISD shall retain all funds allocated to CCISD under the Texas Foundation School Program (Texas Education Code, Chapters 48 and 49).

6.2 CCISD shall retain all other state grant funds generated by CCISD for the operation of any other state programs for which CCISD becomes eligible under this program.

6.3 CCISD shall retain all federal educational funds (excluding food service) earned by CCISD for the operation of any of the federal programs for which CCISD becomes eligible under this program.

6.4 CCISD shall retain any other gifts or grant funds received by CCISD for the operation of any of its programs or for which CCISD becomes eligible.

6.5 CCISD shall calculate the initial extra funding generated by PARTNER students at the beginning of the school year (or the Agreement if after the school year has started) and establish an allocation for PARTNER at a rate not to exceed one-half (1/2) of the Basic Allotment for students in K-2, and one fourth (1/4) of the Basic Allotment for qualifying students in Pre-K, approved by the State of Texas from the Foundation School Program for the instructional year, according to the addendum detailing the financial arrangements.

6.6 CCISD shall retain an administrative fee of five percent (.05) from the PARTNER allocation to provide both virtual and in person support of data collection, assessment support, and other partnership related services.

6.7 CCISD shall make available to PARTNER the amount of funding as calculated above for the school year according to an agreed upon combination of: monthly or quarterly agreement payments; staff salary(ies) and benefits; and technology devices.

6.8 CCISD shall perform a "settle-up" calculation upon receiving the CCISD final summary of finance from TEA upon completion of academic school year. One-half (1/2) of any funding generated in excess of the initial calculated funds generated by PARTNER students shall be sent to PARTNER no later than the end of November of the following school year.

6.9 PARTNER may retain all funds for wrap-around services provided to students in the programs.

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6.11 PARTNER may retain any and all other gifts and grants awarded directly to PARTNER.

6.12 PARTNER reserves the right to charge private service fees for non-CCISD related school hours and any penalties or fees for late pickup, etc.

6.13 PARTNER shall not receive, retain, or seek funding for the same student, instructional time, or educational services under both this Agreement and any Texas Education Freedom Account (TEFA) or similar state-funded education savings account program. To the extent a student participating in this Agreement is also a beneficiary of a TEFA or similar program, PARTNER shall ensure that no costs, services, or instructional time funded through CCISD under this Agreement are also funded through TEFA. PARTNER shall maintain records sufficient to demonstrate compliance with this subsection and shall provide such records to CCISD upon reasonable request. Any funds determined to have been received in violation of this subsection shall be promptly returned or credited as directed by CCISD.

VII. PROGRAM LOCATION

7.1 Partnership shall operate the programs at:

Number Street Address
City, Texas Zip

7.2 The Parties agree that they have inspected the identified premises and agree that the premises are suitable for all operations described in the Agreement.

VIII. NOTICES

8.1 All correspondence and communications regarding this Agreement shall be directed to:

Dr. Brent Hawkins
Superintendent of Schools
408 S. Main Street
Copperas Cove, Texas
76522

Director Name
Partnership NAME
Title
Number Street Address
City, Texas Zip

8.2 Notices provided pursuant to the Agreement must be in writing and either hand-delivered, electronically delivered with receipt confirmation, or sent by U.S. certified mail, return receipt requested.

IX. INSURANCE

9.I Each party shall, at all times during the term of this Agreement, at its own cost and expense,
carry and maintain the required and appropriate types of insurance coverages with the minimum coverage noted required under Texas law.

X. MISCELLANEOUS

I0.1 CCISD and PARTNER will coordinate efforts to maximize the delivery of education and services to students enrolled in the programs.

IO.2 This Agreement does not restrict CCISD from participating in similar agreements with other public or private agencies, organizations, and individuals.

10.3 This Agreement does not and shall not create a principal-agent relationship, partnership, or joint venture between the Parties, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, or in the name of or on behalf of the other party, except as expressly stated in this Agreement.

10.4 The Parties agree that CCISD does not and shall not waive any sovereign immunity or any immunity or defense that would otherwise be available to CCISD against claims arising from the exercise of governmental powers and functions.

10.5 If a dispute arises regarding the interpretation, implementation, or enforcement of this Agreement, then the Parties will, prior to initiating legal proceedings, submit the dispute to nonbinding mediation at CCISD's central administrative office or by a virtual platform, e.g., Zoom or Google Meets.

I0.6 This Agreement will be governed by and construed in accordance with the laws of the state of Texas, as to both interpretations and performance, without regard and without reference to the conflicts of law principles of Texas or any other jurisdiction.

10.7 The Parties expressly agree that the exclusive venue and place of trial for any action brought under or in connection with or in any way related to this Agreement shall be in the state district courts of Coryell County, Texas, and the parties hereby waive any and all objections to the agreed-upon venue as stated herein. The Parties further agree that this Agreement shall be fully performed in Coryell County, Texas.

I0.8 In the event of any suit or action arising out of or in connection with this Agreement, the prevailing party in such proceedings shall be entitled to recover its reasonable attorney fees and court costs.

10.9 The Parties understand the confidential nature of data involved in the transactions under this Agreement and particularly student information. The Parties agree to maintain confidentiality of all confidential information to the extent required by state and federal law.

10.10 This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

10.11 If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, then the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision, the Agreement would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10.12 The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

XI. LIABILITY

11.1 Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents.

11.2 CCISD does not waive governmental immunity and shall not indemnify PARTNER.

11.3 To the extent permitted by law, PARTNER shall be responsible for claims arising from its own negligence or misconduct.

xn. SIGNATURES

COPPERAS COVE INDEPENDENT SCHOOL

DISTRICT

By: _____

Date:_____

Name: Dr. Brent Hawkins
Superintendent of Schools

By: _____
Date:_____

Name:
Director/Head of School

FINANCIAL ADDENDUM

1. PARTNER shall provide an estimate of the number of students to be enrolled at the beginning of a school year (or the Agreement) by age and grade level.

2. CCISD shall perform a financial estimate on the additional funding to be generated by students in "l" above.

3. CCISD shall allocate to PARTNER one-half of the estimated additional funding generated by PARTNER students in "l" above.

4. CCISD shall retain an administrative fee of five percent (5%) from PARTNER's allocation to provide both virtual and in person support of data collection, assessments, supplies, and other partnership related services.

5. PARTNER may choose to access their allocation via transfer of staff salaries and benefits costs to CCISD, agreement payments from CCISD on a monthly/quarterly basis, technology and/or security equipment, or any combination of these items. If the total PARTNER allocation is less than the salaries and benefits for a staff member, then CCISD may provide PARTNER allocation as an agreement payment option only. Initial payment from CCISD will be received no later than the end of May 2025.

6. CCISD will conduct a "settle-up" calculation of the total funds generated by PARTNER students after the conclusion of the school year and after receiving the Near Final Summary of Finance report from TEA for the completed school year. One-half (1/2) of any amounts generated by PARTNER students over the initial estimate shall be paid to PARTNER not later than the end of November of the following school year, or as otherwise negotiated by PARTNER and CCISD.

7. Any staff of PARTNER transferred to employment with CCISD shall have an addendum to their contracts stipulated employment with CCISD ends when the negotiated Agreement between CCISD and PARTNER ends or is terminated.

8. CCISD and PARTNER may choose to negotiate the details of PARTNER allocation payments ninety
(90) days prior to the beginning of the next school year and renewal of this Agreement. Any negotiated changes to the financial arrangement details shall be included in the new Agreement.

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date:	8/10/2026	Presented By:	Dr. Hawk
Subject:	Consideration to approve Early Education Partnership between CCISD and Fort Davis	Related Page(s)	Attached

Action

BOARD GOAL:

BACKGROUND INFORMATION:
This contract is forming a Statewide COOP of public private partnerships. Additional information will be presented at the workshop.

RECOMMENDATION:
Motion, second, vote

BOARD ACTION REQUIRED

EARLY CHILDHOOD EDUCATION PARTNERSHIP AGREEMENT
BETWEEN
COPPERAS COVE INDEPENDENT
SCHOOL DISTRICT AND
HILL COUNTRY EDUCATIONAL LEADERSHIP

STATE OF TEXAS §
§
COUNTY OF CORYELL §

This Agreement is entered into between Copperas Cove Independent School District ("CCISD"), a political subdivision of the State of Texas, by and through its Board of Trustees, and PARTNERSHIP ("PARTNER"), collectively, the "Parties." This Agreement shall become effective upon the date of execution by the Parties.

RECITALS

WHEREAS, CCISD is an Independent School District located in Copperas Cove, Texas; and

WHEREAS, PARTNER is operating an accredited Partnership located in_____ Texas; and

WHEREAS, PARTNER provides instructional services to children ages 3 and older who are m Pre-Kindergarten, Kindergarten, First Grade, or Second Grade; and

WHEREAS, pursuant to CCISD Board Policy FDA(LOCAL), CCISD has agreed to admit into CCISD, on a tuition-free basis, eligible students in Pre-Kindergarten through Second Grade who will receive early childhood education services at an PARTNER facility; and

WHEREAS, PARTNER desires to encourage the enrollment of eligible 3-year-old students through second grade into CCISD's early childhood educational programs; and

WHEREAS, the Parties intend to operate their respective programs in a coordinated manner to (1) maximize the delivery of CCISD's educational services to participating students, (2) avoid program overlap, (3) maximize the efficient allocation of qualified personnel, and (4) ensure that the Parties comply with their respective obligations under state and federal law.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

I. **TERM**

I.I The initial term of this Agreement shall commence on **date** end on **date**. The initial term may be terminated only with the mutual written consent of the Parties. If either party desires to terminate this Agreement at the conclusion of the initial

term, then the terminating party shall give written notice to the other party at least ninety (90) days prior to the conclusion of the initial term.

1.2 This Agreement shall automatically renew for one-year terms commencing on July 1 of each calendar year if neither party terminates this Agreement.

1.3 For school years beyond the initial term, a party desiring to terminate the Agreement shall give written notice not later than thirty (30) days prior to the conclusion of the successive term.

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c. the student is homeless, as defined by 42 U.S.C. Section 11434a, regardless of the residence of the child, of either parent of the child, or of the child's guardian or other person having lawful control of the child; or

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8.2 Notices provided pursuant to the Agreement must be in writing and either hand-delivered, electronically delivered with receipt confirmation, or sent by U.S. certified mail, return receipt requested.

IX. INSURANCE

9.I Each party shall, at all times during the term of this Agreement, at its own cost and expense,
carry and maintain the required and appropriate types of insurance coverages with the minimum coverage noted required under Texas law.

X. MISCELLANEOUS

I0.1 CCISD and PARTNER will coordinate efforts to maximize the delivery of education and services to students enrolled in the programs.

IO.2 This Agreement does not restrict CCISD from participating in similar agreements with other public or private agencies, organizations, and individuals.

10.3 This Agreement does not and shall not create a principal-agent relationship, partnership, or joint venture between the Parties, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, or in the name of or on behalf of the other party, except as expressly stated in this Agreement.

10.4 The Parties agree that CCISD does not and shall not waive any sovereign immunity or any immunity or defense that would otherwise be available to CCISD against claims arising from the exercise of governmental powers and functions.

10.5 If a dispute arises regarding the interpretation, implementation, or enforcement of this Agreement, then the Parties will, prior to initiating legal proceedings, submit the dispute to nonbinding mediation at CCISD's central administrative office or by a virtual platform, e.g., Zoom or Google Meets.

I0.6 This Agreement will be governed by and construed in accordance with the laws of the state of Texas, as to both interpretations and performance, without regard and without reference to the conflicts of law principles of Texas or any other jurisdiction.

10.7 The Parties expressly agree that the exclusive venue and place of trial for any action brought under or in connection with or in any way related to this Agreement shall be in the state district courts of Coryell County, Texas, and the parties hereby waive any and all objections to the agreed-upon venue as stated herein. The Parties further agree that this Agreement shall be fully performed in Coryell County, Texas.

I0.8 In the event of any suit or action arising out of or in connection with this Agreement, the prevailing party in such proceedings shall be entitled to recover its reasonable attorney fees and court costs.

10.9 The Parties understand the confidential nature of data involved in the transactions under this Agreement and particularly student information. The Parties agree to maintain confidentiality of all confidential information to the extent required by state and federal law.

10.10 This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

10.11 If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, then the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision, the Agreement would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10.12 The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

XI. LIABILITY

11.1 Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents.

11.2 CCISD does not waive governmental immunity and shall not indemnify PARTNER.

11.3 To the extent permitted by law, PARTNER shall be responsible for claims arising from its own negligence or misconduct.

xn. SIGNATURES

COPPERAS COVE INDEPENDENT SCHOOL

DISTRICT

By: _____

Date:_____

Name: Dr. Brent Hawkins
Superintendent of Schools

By: _____
Date:_____

Name:
Director/Head of School

FINANCIAL ADDENDUM

1. PARTNER shall provide an estimate of the number of students to be enrolled at the beginning of a school year (or the Agreement) by age and grade level.

2. CCISD shall perform a financial estimate on the additional funding to be generated by students in "l" above.

3. CCISD shall allocate to PARTNER one-half of the estimated additional funding generated by PARTNER students in "l" above.

4. CCISD shall retain an administrative fee of five percent (5%) from PARTNER's allocation to provide both virtual and in person support of data collection, assessments, supplies, and other partnership related services.

5. PARTNER may choose to access their allocation via transfer of staff salaries and benefits costs to CCISD, agreement payments from CCISD on a monthly/quarterly basis, technology and/or security equipment, or any combination of these items. If the total PARTNER allocation is less than the salaries and benefits for a staff member, then CCISD may provide PARTNER allocation as an agreement payment option only. Initial payment from CCISD will be received no later than the end of May 2025.

6. CCISD will conduct a "settle-up" calculation of the total funds generated by PARTNER students after the conclusion of the school year and after receiving the Near Final Summary of Finance report from TEA for the completed school year. One-half (1/2) of any amounts generated by PARTNER students over the initial estimate shall be paid to PARTNER not later than the end of November of the following school year, or as otherwise negotiated by PARTNER and CCISD.

7. Any staff of PARTNER transferred to employment with CCISD shall have an addendum to their contracts stipulated employment with CCISD ends when the negotiated Agreement between CCISD and PARTNER ends or is terminated.

8. CCISD and PARTNER may choose to negotiate the details of PARTNER allocation payments ninety
(90) days prior to the beginning of the next school year and renewal of this Agreement. Any negotiated changes to the financial arrangement details shall be included in the new Agreement.

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date:	8/17/2026	Presented By:	Dr. Hawk
Subject:	Consideration to approve Early Education Partnership between CCISD and Alpha Form	Related Page(s)	Attached

Action

BOARD GOAL:

BACKGROUND INFORMATION:
This contract is forming a Statewide COOP of public private partnerships. Additional information will be presented at the workshop.

RECOMMENDATION:
Motion, second, vote

BOARD ACTION REQUIRED

EDUCATIONAL PARTNERSHIP AGREEMENT
BETWEEN
COPPERAS COVE INDEPENDENT SCHOOL DISTRICT
AND
ALPHA FORM

STATE OF TEXAS §
§
COUNTY OF CORYELL §

This Agreement is entered into between the Copperas Cove Independent School District ("CCISD"), a political subdivision of the State of Texas, by and through its Board of Trustees, and Alpha Form ("Alpha Form"), collectively, the "Parties." This Agreement shall become effective upon the date of execution by the Parties.

RECITALS

WHEREAS, CCISD is an independent school district located in Copperas Cove, Texas; and

WHEREAS, Alpha Form is accredited private school located in Texas; and

WHEREAS, Alpha Form provides instructional services to children ages 3 and older who are in Pre-Kindergarten, Kindergarten, First Grade, or Second Grade, and also serves students in grades 3 through 12; and

WHEREAS, pursuant to CCISD Board Policy FDA(LOCAL), CCISD has agreed to admit into CCISD, on a tuition-free basis, eligible students in Pre-Kindergarten through Second Grade who will receive early childhood education services at an Alpha Form facility; and

WHEREAS, beginning in grade 3 and continuing through grade 12, CCISD will offer both enrollment opportunities and virtual a-la-carte courses; and

WHEREAS, Alpha Form desires to encourage the enrollment of eligible resident 3-year-old students through second grade into CCISD's early childhood educational programs, and to facilitate enrollment and a-la-carte participation for students in grades 3–12; and

WHEREAS, the Parties intend to operate their respective programs in a coordinated manner to (1) maximize the delivery of CCISD's educational services to participating students, (2) avoid program overlap, (3) maximize the efficient allocation of qualified personnel, and (4) ensure that the Parties comply with their respective obligations under state and federal law.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

I. TERM

1.1 The initial term of this Agreement shall commence on _____, and end on June 31, 2027. The initial term may be terminated only with the mutual written consent of the Parties. If either party desires to terminate this Agreement at the conclusion of the initial term, then the terminating party shall give written notice to the other party at least ninety (90) days prior to the conclusion of the initial term.

1.2 This Agreement shall automatically renew for one-year terms commencing on July 1 of each calendar year if neither party terminates this Agreement.

1.3 For school years beyond the initial term, a party desiring to terminate the Agreement shall give written notice not later than thirty (30) days prior to the conclusion of the successive term.

1.4 Upon termination of this Agreement, the Parties agree to return all records (whether business or educational), property, or unused or unearned funds to the lawful owner or custodian of the same within thirty (30) days of the end of such term. (As used herein, "educational record" means those records, files, documents, and other materials which (1) contain information directly related to a student and (2) are maintained by an educational agency or institution or by a person acting for such agency or institution in accordance with 20 U.S.C. § 1232g(a)(4). As pertains to educational records, the term "records" means any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape or recording, and film in accordance with 34 CFR § 99.3).

II. ADMISSION

2.1 Admission for qualifying Prekindergarten funding is limited to students who are not younger than 3 years of age as of September 1 of the school year for which enrollment is sought.

2.2 Pursuant to Texas Education Code § 29.153(b), a student seeking admission as a three-year-old or four-year-old into Pre-Kindergarten shall be admitted if the student meets one or more of the following statutory eligibility criteria:

a. the student is unable to speak and comprehend the English language; or

b. the student is educationally disadvantaged (which means a student eligible to participate in the national free or reduced-price lunch program); or

c. the student is homeless, as defined by 42 U.S.C. Section 11434a, regardless of the residence of the child, of either parent of the child, or of the child's guardian or other person having lawful control of the child; or

d. the student is the child of an active-duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who is ordered to active duty by proper authority; or

e. the student is the child of a member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who was injured or killed while serving on active duty; or

f. the student is or ever has been in the conservatorship of the Department of Family and Protective Services (foster care) following an adversary hearing held as provided by Family Code § 262.201; or

g. the student is the child of a person eligible for the Star of Texas Award as:
(i) a peace officer under Texas Government Code § 3106.002;
(ii) a firefighter under Texas Government Code § 3106.003; or
(iii) an emergency medical first responder under Texas Government Code § 3106.004.

2.3 A qualifying Pre-K transfer student, or other students in Kindergarten through Second Grade, shall be admitted as an interdistrict transfer student pursuant to CCISD Board Policy FDA(LOCAL) and shall be dually enrolled in both CCISD and Alpha Form.

2.4 Beginning in grade 3 and continuing through grade 12, CCISD shall offer both full enrollment opportunities and a-la-carte virtual classes. Students in grades 3–12 may be dually enrolled (co-enrolled) in both CCISD and Alpha Form for the purpose of generating Average Daily Attendance (ADA), or may participate in individual a-la-carte courses.

2.5 A student enrolled pursuant to this section for dual-enrollment / ADA-generating purposes shall not pay tuition to CCISD. The $300 per-course fee for virtual a-la-carte offerings in grades 3–12 is addressed in Article VI and is the responsibility of Alpha Form.

III. DUTIES OF CCISD

3.1 CCISD shall provide the required hours of daily instruction meeting or exceeding all Texas Education Agency requirements for High-Quality Pre-Kindergarten and Kindergarten through Second Grade programs. For grades 3–12, CCISD shall provide the instructional services associated with dual enrollment and approved virtual a-la-carte courses.

3.2 CCISD may, at the recommendation of Alpha Form, provide one teacher holding the required certificate issued by the State Board for Educator Certification or acceptable equivalent for every twenty-two (22) students enrolled in the early childhood programs. Alpha Form will maintain daily administrative authority over such staff. For higher grades and virtual offerings, staffing shall be as mutually coordinated.

3.3 CCISD shall reimburse Alpha Form for the cost of providing a substitute teacher for any CCISD employee's absence when applicable. Alpha Form shall submit such a request for reimbursement in accordance with CCISD's standard policies and procedures for reimbursement of expenses.

3.4 CCISD shall provide curriculum and instructional materials necessary to support instructional requirements including but not limited to, the instruction of students in cognitive, physical, and social development for early childhood, and applicable curriculum for grades 3–12 dual-enrollment and virtual courses.

3.5 CCISD shall provide technology resources necessary to support instructional activities, including platforms and access required for virtual course delivery in grades 3–12.

3.6 CCISD shall comply with all Child Find obligations under applicable federal law.

3.7 CCISD shall collaborate with Alpha Form to ensure delivery of a free, appropriate public education for eligible students who are eligible for special education and related services under the IDEA or who receive accommodations under Section 504.

3.8 CCISD shall provide personnel to participate in at least one monthly meeting with Alpha Form administrators to ensure collaboration between Parties.

3.9 CCISD shall provide assessment and progress monitoring tools to report student progress and/or achievement to parents and guardians and to Alpha Form.

3.10 CCISD shall provide a qualified supervisor to ensure compliance with Texas Education Code § 29.167 for High Quality Curriculum and Teacher Requirements for Pre-Kindergarten.

3.11 CCISD shall not provide transportation unless required by a student's individualized education program.

3.12 CCISD is the direct recipient of federal and state funds, and any payment made to Alpha Form is a contract service fee.

IV. DUTIES OF ALPHA FORM

4.1 Alpha Form shall provide classroom and common space in compliance with state and federal law for early childhood education and/or childcare facilities, and shall ensure appropriate support for students participating in dual enrollment or virtual a-la-carte courses in grades 3–12.

4.2 Alpha Form shall provide classroom furniture in compliance with state and federal law for early childhood education and/or childcare facilities.

4.3 Programs operated directly by Alpha Form during those portions of the day when CCISD is providing direct instruction shall be appropriately staffed in such a way to deliver services in compliance with CCISD Board Policies and regulations, as well as state and federal requirements.

4.4 Alpha Form shall employ appropriate personnel to collect all data and documents required by state or federal law. Such personnel shall ensure input of all such data in the CCISD Ascender system, or any other data system that CCISD may use. In certain circumstances, electronic or in person delivery of data and documents to CCISD will be acceptable. This data includes, but is not

limited to, vaccinations, eligibility for free or reduced lunch, enrollment forms, birth certificates, social security numbers, parental permissions, and contact information. If the Parties mutually agree, then such personnel may also serve as the "Teacher of Record" for entering daily attendance.

4.5 Alpha Form shall ensure that daily attendance data that is entered into the Ascender system or delivered by other acceptable means as "Teacher of Record" if the person in section 4.4 above is not designated for such.

4.6 Alpha Form shall work with CCISD to attempt to align daily class schedules and the school calendar as closely as possible with the CCISD school calendar. Variations in the Alpha Form school calendar should be made in coordination with CCISD's designated administrator.

4.7 Alpha Form shall conduct vision and hearing screenings of students as required by, and in compliance with, Texas law. Alpha Form personnel shall ensure the timely entry of data for such screenings as required by Texas law.

4.8 Alpha Form shall provide appropriate personnel to coordinate enrollment and health screening data entry with CCISD's PEIMS Coordinator.

4.9 Alpha Form shall provide written certification to CCISD that Alpha Form conducted a criminal background history check on all officers and employees who will enter the Alpha Form facility (or otherwise have access to students under this Agreement) in compliance with CCISD Board Policy DBAA(LEGAL) and DBAA(LOCAL) and Texas law. Alpha Form shall not knowingly permit any individual to provide services to the programs who have a history of criminal conduct unacceptable under District Board Policy, Texas law, or reasonable professional expectations for an educational environment, including, but not limited to, any violent or sexual offenses. All persons performing duties at or having access to the facility and programs shall be subject to a background check as required by Texas law.

4.10 Alpha Form reserves the right to submit, approve, use, or edit material that aligns with Alpha Form goals and values, provided it does not conflict with CCISD requirements for dual-enrolled or credit-bearing courses.

4.11 Alpha Form shall be responsible for payment of the $300 per-course fee charged by CCISD for virtual a-la-carte offerings in grades 3–12, as set forth in Article VI.

V. JOINT DUTIES

5.1 The Parties shall provide and deliver an early childhood program utilizing the best early childhood teaching practices, and shall coordinate the delivery of dual-enrollment and virtual a-la-carte programming for grades 3–12.

5.2 The Parties shall coordinate and collaborate regarding instruction, shared resources, and services to meet student needs.

5.3 The Parties shall develop and implement standardized daily instructional schedules that promote efficiency in staffing and provide the Parties with the opportunity to implement all daily requirements of their respective programs.

5.4 The Parties shall monitor program operations to prevent duplication of efforts.

5.5 The Parties shall provide academic program offerings and sequencing of offerings and instruction to ensure that daily instructional activities are mutually supportive and align with shared goals and objectives.

5.6 The Parties shall collaborate on a regular basis to discuss the progress of the Agreement.

5.7 The Parties shall collectively analyze and share program and student data for appropriate planning and improvement.

5.8 The Parties shall routinely collaborate to meet attendance goals.

5.9 Family services and participation in parent engagement activities and home visits.

VI. FINANCING THE PROGRAMS

6.1 CCISD shall retain all funds allocated to CCISD under the Texas Foundation School Program (Texas Education Code, Chapters 48 and 49).

6.2 CCISD shall retain all other state grant funds generated by CCISD for the operation of any other state programs for which CCISD becomes eligible under this program.

6.3 CCISD shall retain all federal educational funds (excluding food service) earned by CCISD for the operation of any of the federal programs for which CCISD becomes eligible under this program.

6.4 CCISD shall retain any other gifts or grant funds received by CCISD for the operation of any of its programs or for which CCISD becomes eligible.

6.5 CCISD shall calculate the initial extra funding generated by Alpha Form students at the beginning of the school year (or the Agreement if after the school year has started) and establish an allocation for Alpha Form at a rate not to exceed one-half (1/2) of the Basic Allotment for students in K-2, and one fourth (1/4) of the Basic Allotment for qualifying students in Pre-K, approved by the State of Texas from the Foundation School Program for the instructional year, according to the addendum detailing the financial arrangements.

For students in grades 3–12 (and any other students) who are co-enrolled into CCISD for the purpose of generating ADA, such students shall be included in the funding allocation under this Agreement. The Parties understand this co-enrollment allocation to operate on an approximate 45/50 split basis (50% allocation to Alpha Form subject to the 5% administrative fee retained by

CCISD under Section 6.6). The precise calculation shall follow the methodology in the Financial Addendum.

6.6 CCISD shall retain an administrative fee of five percent (.05) from the Alpha Form allocation to provide both virtual and in person support of data collection, assessment support, and other partnership related services.

6.7 CCISD shall make available to Alpha Form the amount of funding as calculated above for the school year according to an agreed upon combination of: monthly or quarterly agreement payments; staff salary(ies) and benefits; and technology devices.

6.8 CCISD shall perform a "settle-up" calculation upon receiving the CCISD final summary of finance from TEA upon completion of academic school year. One-half (1/2) of any funding generated in excess of the initial calculated funds generated by Alpha Form students shall be sent to Alpha Form no later than the end of November of the following school year.

6.9 Virtual A-la-Carte Course Fee (Grades 3–12). CCISD shall charge Three Hundred and No/100 Dollars ($300.00) per course for virtual offerings made available to students in grades 3 through 12 on an a-la-carte basis. Alpha Form shall be solely responsible for payment of the $300 per-course fee. This fee is separate from and in addition to any ADA-generated funding allocation under Sections 6.5–6.8. Payment terms shall be as set forth in the Financial Addendum or by separate written invoice schedule.

6.10 Alpha Form may retain all funds for wrap-around services provided to students in the programs.

6.11 Alpha Form may retain all funds received from the operation of the food service program and additional funds granted by the Texas Workforce Commission for child-care subsidies.

6.12 Alpha Form may retain any and all other gifts and grants awarded directly to Alpha Form.

6.13 Alpha Form reserves the right to charge private service fees for non-CCISD related school hours and any penalties or fees for late pickup, etc.

6.14 Alpha Form shall not receive, retain, or seek funding for the same student, instructional time, or educational services under both this Agreement and any Texas Education Freedom Account (TEFA) or similar state-funded education savings account program. To the extent a student participating in this Agreement is also a beneficiary of a TEFA or similar program, Alpha Form shall ensure that no costs, services, or instructional time funded through CCISD under this Agreement are also funded through TEFA. Alpha Form shall maintain records sufficient to demonstrate compliance with this subsection and shall provide such records to CCISD upon reasonable request. Any funds determined to have been received in violation of this subsection shall be promptly returned or credited as directed by CCISD.

VII. PROGRAM LOCATION

7.1 Alpha Form shall operate the in-person programs at:

[INSERT ADDRESS]

Virtual components for grades 3–12 shall be delivered through CCISD-approved platforms and systems.

7.2 The Parties agree that they have inspected the identified premises and agree that the premises are suitable for all operations described in the Agreement.

VIII. NOTICES

8.1 All correspondence and communications regarding this Agreement shall be directed to:

Dr. Brent Hawkins
Copperas Cove ISD
Superintendent of Schools
408 S Main Street Copperas Cove, Texas 76522

[Name]
Alpha Form
[Title]
[Address]

8.2 Notices provided pursuant to the Agreement must be in writing and either hand-delivered, electronically delivered with receipt confirmation, or sent by U.S. certified mail, return receipt requested.

IX. INSURANCE

9.1 Each party shall, at all times during the term of this Agreement, at its own cost and expense, carry and maintain the required and appropriate types of insurance coverages with the minimum coverage noted required under Texas law.

X. MISCELLANEOUS

10.1 CCISD and Alpha Form will coordinate efforts to maximize the delivery of education and services to students enrolled in the programs.

10.2 This Agreement does not restrict CCISD from participating in similar agreements with other public or private agencies, organizations, and individuals.

10.3 This Agreement does not and shall not create a principal-agent relationship, partnership, or joint venture between the Parties, nor does it authorize either party to serve as the legal

representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, or in the name of or on behalf of the other party, except as expressly stated in this Agreement.

10.4 The Parties agree that CCISD does not and shall not waive any sovereign immunity or any immunity or defense that would otherwise be available to CCISD against claims arising from the exercise of governmental powers and functions.

10.5 If a dispute arises regarding the interpretation, implementation, or enforcement of this Agreement, then the Parties will, prior to initiating legal proceedings, submit the dispute to nonbinding mediation at CCISD's central administrative office or by a virtual platform, *e.g.*, Zoom or Google Meets.

10.6 This Agreement will be governed by and construed in accordance with the laws of the state of Texas, as to both interpretations and performance, without regard and without reference to the conflicts of law principles of Texas or any other jurisdiction.

10.7 The Parties expressly agree that the exclusive venue and place of trial for any action brought under or in connection with or in any way related to this Agreement shall be in the state district courts of Coryell County, Texas, and the parties hereby waive any and all objections to the agreed-upon venue as stated herein.

10.8 In the event of any suit or action arising out of or in connection with this Agreement, the prevailing party in such proceedings shall be entitled to recover its reasonable attorney fees and court costs.

10.9 The Parties understand the confidential nature of data involved in the transactions under this Agreement and particularly student information. The Parties agree to maintain confidentiality of all confidential information to the extent required by state and federal law.

10.10 This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

10.11 If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, then the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision, the Agreement would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10.12 The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

XI. LIABILITY

11.1 Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents.

11.2 CCISD does not waive governmental immunity and shall not indemnify Alpha Form.

11.3 To the extent permitted by law, Alpha Form shall be responsible for claims arising from its own negligence or misconduct.

XII. SIGNATURES

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Dr. Brent Hawkins
Superintendent of Schools

ALPHA FORM

By: _____ Date: _____
[Name]
[Title]

FINANCIAL ADDENDUM

1. Alpha Form shall provide an estimate of the number of students to be enrolled at the beginning of a school year (or the Agreement) by age and grade level, distinguishing early childhood (Pre-K–2), dual-enrolled / co-enrolled students generating ADA (including grades 3–12), and a-la-carte virtual course participants.

2. CCISD shall perform a financial estimate on the additional funding to be generated by students in "1" above.

3. CCISD shall allocate to Alpha Form one-half of the estimated additional funding generated by Alpha Form students in K–2, and one-fourth for qualifying Pre-K students, consistent with the original terms. For co-enrolled students (including those in grades 3–12 enrolled for ADA purposes), the allocation shall follow the same 50% framework (subject to the 5% administrative fee), implementing the Parties' approximate 45/50 split understanding.

4. CCISD shall retain an administrative fee of five percent (5%) from Alpha Form's allocation to provide both virtual and in person support of data collection, assessments, supplies, and other partnership related services.

5. Alpha Form may choose to access their allocation via transfer of staff salaries and benefits costs to CCISD, agreement payments from CCISD on a monthly/quarterly basis, technology and/or security equipment, or any combination of these items. If the total Alpha Form allocation is less than the salaries and benefits for a staff member, then CCISD may provide Alpha Form allocation as an agreement payment option only. Initial payment from CCISD will be received no later than a date mutually agreed in writing for the applicable school year.

6. CCISD will conduct a "settle-up" calculation of the total funds generated by Alpha Form students after the conclusion of the school year and after receiving the Near Final Summary of Finance report from TEA for the completed school year. One-half (1/2) of any amounts generated by Alpha Form students over the initial estimate shall be paid to Alpha Form not later than the end of November of the following school year, or as otherwise negotiated by Alpha Form and CCISD.

7. Virtual A-la-Carte Course Fees (Grades 3–12). For each virtual course provided by CCISD on an a-la-carte basis to a student in grades 3 through 12, Alpha Form shall pay CCISD Three Hundred and No/100 Dollars ($300.00). This fee is the responsibility of Alpha Form and is independent of the ADA funding allocations described above. Payment shall be made according to an agreed invoice schedule.

8. Any staff of Alpha Form transferred to employment with CCISD shall have an addendum to their contracts stipulated employment with CCISD ends when the negotiated Agreement between CCISD and Alpha Form ends or is terminated.

9. CCISD and Alpha Form may choose to negotiate the details of Alpha Form allocation payments and the virtual course fee process ninety (90) days prior to the beginning of the next school year and renewal of this Agreement. Any negotiated changes to the financial arrangement details shall be included in the new Agreement or an updated Financial Addendum.

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date:	8/17/2026	Presented By:	Dr. Hawk
Subject:	Consideration to approve Early Education Partnership between CCISD and Kids Village Montessori Tres Lagos	Related Page(s)	Attached

Action

BOARD GOAL:

BACKGROUND INFORMATION:
This contract is forming a Statewide COOP of public private partnerships. Additional information will be presented at the workshop.

RECOMMENDATION:
Motion, second, vote

BOARD ACTION REQUIRED

EARLY CHILDHOOD EDUCATION PARTNERSHIP AGREEMENT
BETWEEN
COPPERAS COVE INDEPENDENT
SCHOOL DISTRICT AND
KIDS VILLAGE MONTESSORI TRES LAGOS

STATE OF TEXAS §
§
COUNTY OF CORYELL §

This Agreement is entered into between Copperas Cove Independent School District ("CCISD"), a political subdivision of the State of Texas, by and through its Board of Trustees, and PARTNERSHIP ("PARTNER"), collectively, the "Parties." This Agreement shall become effective upon the date of execution by the Parties.

RECITALS

WHEREAS, CCISD is an Independent School District located in Copperas Cove, Texas; and

WHEREAS, PARTNER is operating an accredited Partnership located in_____ Texas; and

WHEREAS, PARTNER provides instructional services to children ages 3 and older who are m Pre-Kindergarten, Kindergarten, First Grade, or Second Grade; and

WHEREAS, pursuant to CCISD Board Policy FDA(LOCAL), CCISD has agreed to admit into CCISD, on a tuition-free basis, eligible students in Pre-Kindergarten through Second Grade who will receive early childhood education services at an PARTNER facility; and

WHEREAS, PARTNER desires to encourage the enrollment of eligible 3-year-old students through second grade into CCISD's early childhood educational programs; and

WHEREAS, the Parties intend to operate their respective programs in a coordinated manner to (1) maximize the delivery of CCISD's educational services to participating students, (2) avoid program overlap, (3) maximize the efficient allocation of qualified personnel, and (4) ensure that the Parties comply with their respective obligations under state and federal law.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

I. **TERM**

I.I The initial term of this Agreement shall commence on **date** end on **date**. The initial term may be terminated only with the mutual written consent of the Parties. If either party desires to terminate this Agreement at the conclusion of the initial

term, then the terminating party shall give written notice to the other party at least ninety (90) days prior to the conclusion of the initial term.

1.2 This Agreement shall automatically renew for one-year terms commencing on July 1 of each calendar year if neither party terminates this Agreement.

1.3 For school years beyond the initial term, a party desiring to terminate the Agreement shall give written notice not later than thirty (30) days prior to the conclusion of the successive term.

1.4 Upon termination of this Agreement, the Parties agree to return all records (whether business or educational), property, or unused or unearned funds to the lawful owner or custodian of the same within thirty (30) days of the end of such term. (As used herein, "educational record" means those records, files, documents, and other materials which (1) contain information directly related to a student and (2) are maintained by an educational agency or institution or by a person acting for such agency or institution in accordance with 20 U.S.C. § 1232g(a)(4). As pertains to educational records, the term "records" means any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape or recording, and film in accordance with 34 CFR § 99.3).

II. **ADMISSION**

2.1 Admission for qualifying Prekindergarten funding is limited to students who are not younger than 3 years of age as of September 1 of the school year for which enrollment is sought.

2.2 Pursuant to Texas Education Code § 29.153(b), a student seeking admission as a three-year-old or four-year-old into Pre-Kindergarten shall be admitted if the student meets one or more of the following statutory eligibility criteria:

a. the student is unable to speak and comprehend the English language; or

b. the student is educationally disadvantaged (which means a student eligible to participate in the national free or reduced-price lunch program); or

c. the student is homeless, as defined by 42 U.S.C. Section 11434a, regardless of the residence of the child, of either parent of the child, or of the child's guardian or other person having lawful control of the child; or

d. the student is the child of an active-duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who is ordered to active duty by proper authority; or

e. the student is the child of a member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who was injured or killed while serving on active duty; or

f. the student is or ever has been in the conservatorship of the Department of Family and Protective Services (foster care) following an adversary hearing held as provided by Family Code§ 262.201; or

g. the student is the child of a person eligible for the Star of Texas Award as:
(i) a peace officer under Texas Government Code § 3106.002;
(ii) a firefighter under Texas Government Code § 3106.003; or,
(iii) an emergency medical first responder under Texas Government Code § 31.06.004.

2.3 An eligible Pre-K student, or other students in Kindergarten through Second Grade, shall be admitted to CCISD as an interdistrict transfer student pursuant to CCISD Board Policy FDA(LOCAL) and shall be dually enrolled in both CCISD and PARTNER.

2.4 A student enrolled pursuant to this section shall not pay tuition to CCISD.

III. DUTIES OF CCISD

3.1 CCISD shall provide the required hours of daily instruction meeting or exceeding all Texas Education Agency requirements for High-Quality Pre-Kindergarten and Kindergarten through Second Grade programs.

3.2 CCISD may, at the recommendation of PARTNER, provide one teacher holding the required certificate issued by the State Board for Educator Certification or acceptable equivalent for every twenty-two
(22) students enrolled. PARTNER will maintain daily administrative authority over such staff.

3.3 CCISD shall reimburse PARTNER for the cost of providing a substitute teacher for any CCISD employee's absence when applicable. The PARTNER shall submit such a request for reimbursement in accordance with CCISD's standard policies and procedures for reimbursement of expenses.

3.4 CCISD shall provide curriculum and instructional materials necessary to support instructional requirements including but not limited to, the instruction of students in cognitive, physical, and social development.

3.5 CCISD shall provide technology resources necessary to support instructional activities.

3.6 CCISD shall comply with all Child Find obligations under applicable federal law.

3.7 CCISD shall collaborate with PARTNER to ensure delivery of a free, appropriate public education for eligible students who are eligible for special education and related services under the IDEA or who receive accommodations under Section 504. CCISD specifically acknowledges and agrees that PARTNER is a private institution that does not accept federal financial assistance. Nothing herein is intended to, nor shall it be construed to, require PARTNER itself to modify its curriculum or otherwise alter or limit the school's ability to provide service it chooses to offer as a Partnership.

3.8 CCISD shall provide personnel to participate in at least one monthly meeting with PARTNER administrators to ensure collaboration between Parties.

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3.10 CCISD shall provide a qualified supervisor to ensure compliance with Texas Education Code§ 29.167 for High Quality Curriculum and Teacher Requirements for Pre-Kindergarten.

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IV. DUTIES OF **PARTNER**

4.1 PARTNER shall provide classroom and common space in compliance with state and federal law for early childhood education and/or childcare facilities.

4.2 PARTNER shall provide classroom furniture in compliance with state and federal law for early childhood education and/or childcare facilities.

4.3 Programs operated directly by PARTNER during those portions of the day when CCISD is providing direct instruction shall be appropriately staffed in such a way to deliver services in compliance with CCISD Board Policies and regulations, as well as state and federal requirements.

4.4 PARTNER shall employ appropriate personnel to collect all data and documents required by state or federal law. Such personnel shall ensure input of all such data in the CCISD Ascender system, or any other data system that CCISD may use. In certain circumstances, electronic or in person delivery of data and documents to CCISD will be acceptable. This data includes, but is not limited to, vaccinations, eligibility for free or reduced lunch, enrollment forms, birth certificates, social security numbers, parental permissions, and contact information. If the Parties mutually agree, then such personnel may also serve as the "Teacher of Record" for entering daily attendance.

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4.7 PARTNER shall conduct vision and hearing screenings of students as required by, and in compliance with, Texas law. PARTNER personnel shall ensure the timely entry of data for such screenings as required by Texas law.

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4.9 PARTNER shall provide written certification to CCISD that PARTNER conducted a criminal background history check on all officers and employees who will enter the PARTNER facility in compliance with CCISD Board Policy DBAA(LEGAL) and DBAA(LOCAL) and Texas law. PARTNER shall not knowingly permit any individual to provide services to the programs who have a history of criminal conduct unacceptable under District Board Policy, Texas law, or reasonable professional expectations for an educational environment, including, but not limited to, any violent or sexual offenses. All persons performing duties at or having access to the facility and programs shall be subject to a background check as required by Texas law.

4.10 PARTNER reserves the right to submit, approve, use, or edit material that aligns with PARTNER goals and values.

V. JOINT DUTIES

5.1 The Parties shall provide and deliver an early childhood program utilizing the best early childhood teaching practices.

5.2 The Parties shall coordinate and collaborate regarding instruction, shared resources, and services to meet student needs.

5.3 The Parties shall develop and implement standardized daily instructional schedules that promote efficiency in staffing and provide the Parties with the opportunity to implement all daily requirements of their respective programs.

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6.1 CCISD shall retain all funds allocated to CCISD under the Texas Foundation School Program (Texas Education Code, Chapters 48 and 49).

6.2 CCISD shall retain all other state grant funds generated by CCISD for the operation of any other state programs for which CCISD becomes eligible under this program.

6.3 CCISD shall retain all federal educational funds (excluding food service) earned by CCISD for the operation of any of the federal programs for which CCISD becomes eligible under this program.

6.4 CCISD shall retain any other gifts or grant funds received by CCISD for the operation of any of its programs or for which CCISD becomes eligible.

6.5 CCISD shall calculate the initial extra funding generated by PARTNER students at the beginning of the school year (or the Agreement if after the school year has started) and establish an allocation for PARTNER at a rate not to exceed one-half (1/2) of the Basic Allotment for students in K-2, and one fourth (1/4) of the Basic Allotment for qualifying students in Pre-K, approved by the State of Texas from the Foundation School Program for the instructional year, according to the addendum detailing the financial arrangements.

6.6 CCISD shall retain an administrative fee of five percent (.05) from the PARTNER allocation to provide both virtual and in person support of data collection, assessment support, and other partnership related services.

6.7 CCISD shall make available to PARTNER the amount of funding as calculated above for the school year according to an agreed upon combination of: monthly or quarterly agreement payments; staff salary(ies) and benefits; and technology devices.

6.8 CCISD shall perform a "settle-up" calculation upon receiving the CCISD final summary of finance from TEA upon completion of academic school year. One-half (1/2) of any funding generated in excess of the initial calculated funds generated by PARTNER students shall be sent to PARTNER no later than the end of November of the following school year.

6.9 PARTNER may retain all funds for wrap-around services provided to students in the programs.

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6.11 PARTNER may retain any and all other gifts and grants awarded directly to PARTNER.

6.12 PARTNER reserves the right to charge private service fees for non-CCISD related school hours and any penalties or fees for late pickup, etc.

6.13 PARTNER shall not receive, retain, or seek funding for the same student, instructional time, or educational services under both this Agreement and any Texas Education Freedom Account (TEFA) or similar state-funded education savings account program. To the extent a student participating in this Agreement is also a beneficiary of a TEFA or similar program, PARTNER shall ensure that no costs, services, or instructional time funded through CCISD under this Agreement are also funded through TEFA. PARTNER shall maintain records sufficient to demonstrate compliance with this subsection and shall provide such records to CCISD upon reasonable request. Any funds determined to have been received in violation of this subsection shall be promptly returned or credited as directed by CCISD.

VII. PROGRAM LOCATION

7.1 Partnership shall operate the programs at:

Number Street Address
City, Texas Zip

7.2 The Parties agree that they have inspected the identified premises and agree that the premises are suitable for all operations described in the Agreement.

VIII. NOTICES

8.1 All correspondence and communications regarding this Agreement shall be directed to:

Dr. Brent Hawkins
Superintendent of Schools
408 S. Main Street
Copperas Cove, Texas
76522

Director Name
Partnership NAME
Title
Number Street Address
City, Texas Zip

8.2 Notices provided pursuant to the Agreement must be in writing and either hand-delivered, electronically delivered with receipt confirmation, or sent by U.S. certified mail, return receipt requested.

IX. INSURANCE

9.I Each party shall, at all times during the term of this Agreement, at its own cost and expense,
carry and maintain the required and appropriate types of insurance coverages with the minimum coverage noted required under Texas law.

X. MISCELLANEOUS

I0.1 CCISD and PARTNER will coordinate efforts to maximize the delivery of education and services to students enrolled in the programs.

IO.2 This Agreement does not restrict CCISD from participating in similar agreements with other public or private agencies, organizations, and individuals.

10.3 This Agreement does not and shall not create a principal-agent relationship, partnership, or joint venture between the Parties, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, or in the name of or on behalf of the other party, except as expressly stated in this Agreement.

10.4 The Parties agree that CCISD does not and shall not waive any sovereign immunity or any immunity or defense that would otherwise be available to CCISD against claims arising from the exercise of governmental powers and functions.

10.5 If a dispute arises regarding the interpretation, implementation, or enforcement of this Agreement, then the Parties will, prior to initiating legal proceedings, submit the dispute to nonbinding mediation at CCISD's central administrative office or by a virtual platform, e.g., Zoom or Google Meets.

I0.6 This Agreement will be governed by and construed in accordance with the laws of the state of Texas, as to both interpretations and performance, without regard and without reference to the conflicts of law principles of Texas or any other jurisdiction.

10.7 The Parties expressly agree that the exclusive venue and place of trial for any action brought under or in connection with or in any way related to this Agreement shall be in the state district courts of Coryell County, Texas, and the parties hereby waive any and all objections to the agreed-upon venue as stated herein. The Parties further agree that this Agreement shall be fully performed in Coryell County, Texas.

I0.8 In the event of any suit or action arising out of or in connection with this Agreement, the prevailing party in such proceedings shall be entitled to recover its reasonable attorney fees and court costs.

10.9 The Parties understand the confidential nature of data involved in the transactions under this Agreement and particularly student information. The Parties agree to maintain confidentiality of all confidential information to the extent required by state and federal law.

10.10 This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

10.11 If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, then the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision, the Agreement would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10.12 The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

XI. LIABILITY

11.1 Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents.

11.2 CCISD does not waive governmental immunity and shall not indemnify PARTNER.

11.3 To the extent permitted by law, PARTNER shall be responsible for claims arising from its own negligence or misconduct.

xn. SIGNATURES

COPPERAS COVE INDEPENDENT SCHOOL

DISTRICT

By: _____

Date:_____

Name: Dr. Brent Hawkins
Superintendent of Schools

By: _____
Date:_____

Name:
Director/Head of School

FINANCIAL ADDENDUM

1. PARTNER shall provide an estimate of the number of students to be enrolled at the beginning of a school year (or the Agreement) by age and grade level.

2. CCISD shall perform a financial estimate on the additional funding to be generated by students in "l" above.

3. CCISD shall allocate to PARTNER one-half of the estimated additional funding generated by PARTNER students in "l" above.

4. CCISD shall retain an administrative fee of five percent (5%) from PARTNER's allocation to provide both virtual and in person support of data collection, assessments, supplies, and other partnership related services.

5. PARTNER may choose to access their allocation via transfer of staff salaries and benefits costs to CCISD, agreement payments from CCISD on a monthly/quarterly basis, technology and/or security equipment, or any combination of these items. If the total PARTNER allocation is less than the salaries and benefits for a staff member, then CCISD may provide PARTNER allocation as an agreement payment option only. Initial payment from CCISD will be received no later than the end of May 2025.

6. CCISD will conduct a "settle-up" calculation of the total funds generated by PARTNER students after the conclusion of the school year and after receiving the Near Final Summary of Finance report from TEA for the completed school year. One-half (1/2) of any amounts generated by PARTNER students over the initial estimate shall be paid to PARTNER not later than the end of November of the following school year, or as otherwise negotiated by PARTNER and CCISD.

7. Any staff of PARTNER transferred to employment with CCISD shall have an addendum to their contracts stipulated employment with CCISD ends when the negotiated Agreement between CCISD and PARTNER ends or is terminated.

8. CCISD and PARTNER may choose to negotiate the details of PARTNER allocation payments ninety
(90) days prior to the beginning of the next school year and renewal of this Agreement. Any negotiated changes to the financial arrangement details shall be included in the new Agreement.

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date:	8/17/2026	Presented By:	Dr. Hawk
Subject:	Consideration to approve Early Education Partnership between CCISD and New Creation Learning Center	Related Page(s)	Attached

Action

BOARD GOAL:

BACKGROUND INFORMATION:
This contract is forming a Statewide COOP of public private partnerships. Additional information will be presented at the workshop.

RECOMMENDATION:
Motion, second, vote

BOARD ACTION REQUIRED

EARLY CHILDHOOD EDUCATION PARTNERSHIP AGREEMENT
BETWEEN
COPPERAS COVE INDEPENDENT
SCHOOL DISTRICT AND
NEW CREATION LEARNING CENTER

STATE OF TEXAS §
§
COUNTY OF CORYELL §

This Agreement is entered into between Copperas Cove Independent School District ("CCISD"), a political subdivision of the State of Texas, by and through its Board of Trustees, and PARTNERSHIP ("PARTNER"), collectively, the "Parties." This Agreement shall become effective upon the date of execution by the Parties.

RECITALS

WHEREAS, CCISD is an Independent School District located in Copperas Cove, Texas;

and **WHEREAS,** PARTNER is operating an accredited Partnership located in_____ Texas;

and

WHEREAS, PARTNER provides instructional services to children ages 3 and older who are m Pre-Kindergarten, Kindergarten, First Grade, or Second Grade; and

WHEREAS, pursuant to CCISD Board Policy FDA(LOCAL), CCISD has agreed to admit into CCISD, on a tuition-free basis, eligible students in Pre-Kindergarten through Second Grade who will receive early childhood education services at an PARTNER facility; and

WHEREAS, PARTNER desires to encourage the enrollment of eligible 3-year-old students through second grade into CCISD's early childhood educational programs; and

WHEREAS, the Parties intend to operate their respective programs in a coordinated manner to (1) maximize the delivery of CCISD's educational services to participating students, (2) avoid program overlap, (3) maximize the efficient allocation of qualified personnel, and (4) ensure that the Parties comply with their respective obligations under state and federal law.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

I. **TERM**

I.I The initial term of this Agreement shall commence on **date** end on **date**. The initial term may be terminated only with the mutual written consent of the Parties. If either party desires to terminate this Agreement at the conclusion of the initial
term, then the terminating party shall give written notice to the other party at least ninety (90) days prior to the conclusion of the initial term.

1.2 This Agreement shall automatically renew for one-year terms commencing on July 1 of each calendar year if neither party terminates this Agreement.

1.3 For school years beyond the initial term, a party desiring to terminate the Agreement shall give written notice not later than thirty (30) days prior to the conclusion of the successive term.

1.4 Upon termination of this Agreement, the Parties agree to return all records (whether business or educational), property, or unused or unearned funds to the lawful owner or custodian of the same within thirty (30) days of the end of such term. (As used herein, "educational record" means those records, files, documents, and other materials which (1) contain information directly related to a student and (2) are maintained by an educational agency or institution or by a person acting for such agency or institution in accordance with 20 U.S.C. § 1232g(a)(4). As pertains to educational records, the term "records" means any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape or recording, and film in accordance with 34 CFR § 99.3).

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a. the student is unable to speak and comprehend the English language; or

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c. the student is homeless, as defined by 42 U.S.C. Section 11434a, regardless of the residence of the child, of either parent of the child, or of the child's guardian or other person having lawful control of the child; or

d. the student is the child of an active-duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who is ordered to active duty by proper authority; or

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g. the student is the child of a person eligible for the Star of Texas Award as:
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9.I Each party shall, at all times during the term of this Agreement, at its own cost and expense, carry and maintain the required and appropriate types of insurance coverages with the minimum coverage noted required under Texas law.

X. MISCELLANEOUS

I0.1 CCISD and PARTNER will coordinate efforts to maximize the delivery of education and services to students enrolled in the programs.

IO.2 This Agreement does not restrict CCISD from participating in similar agreements with other public or private agencies, organizations, and individuals.

10.3 This Agreement does not and shall not create a principal-agent relationship, partnership, or joint venture between the Parties, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, or in the name of or on behalf of the other party, except as expressly stated in this Agreement.

10.4 The Parties agree that CCISD does not and shall not waive any sovereign immunity or any immunity or defense that would otherwise be available to CCISD against claims arising from the exercise of governmental powers and functions.

10.5 If a dispute arises regarding the interpretation, implementation, or enforcement of this Agreement, then the Parties will, prior to initiating legal proceedings, submit the dispute to nonbinding mediation at CCISD's central administrative office or by a virtual platform, e.g., Zoom or Google Meets.

I0.6 This Agreement will be governed by and construed in accordance with the laws of the state of Texas, as to both interpretations and performance, without regard and without reference to the conflicts of law principles of Texas or any other jurisdiction.

10.7 The Parties expressly agree that the exclusive venue and place of trial for any action brought under or in connection with or in any way related to this Agreement shall be in the state district courts of Coryell County, Texas, and the parties hereby waive any and all objections to the agreed-upon venue as stated herein. The Parties further agree that this Agreement shall be fully performed in Coryell County, Texas.

I0.8 In the event of any suit or action arising out of or in connection with this Agreement, the prevailing party in such proceedings shall be entitled to recover its reasonable attorney fees and court costs.

10.9 The Parties understand the confidential nature of data involved in the transactions under this Agreement and particularly student information. The Parties agree to maintain confidentiality of all confidential information to the extent required by state and federal law.

10.10 This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

10.11 If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, then the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision, the Agreement would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10.12 The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

XI. LIABILITY

11.1 Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents.

11.2 CCISD does not waive governmental immunity and shall not indemnify PARTNER.

11.3 To the extent permitted by law, PARTNER shall be responsible for claims arising from its own negligence or misconduct.

xn. SIGNATURES

COPPERAS COVE INDEPENDENT SCHOOL

DISTRICT

By:

Date:

Name: Dr. Brent Hawkins
Superintendent of Schools

By:
Date:

Name:
Director/Head of School

FINANCIAL ADDENDUM

1. PARTNER shall provide an estimate of the number of students to be enrolled at the beginning of a school year (or the Agreement) by age and grade level.

2. CCISD shall perform a financial estimate on the additional funding to be generated by students in "l" above.

3. CCISD shall allocate to PARTNER one-half of the estimated additional funding generated by PARTNER students in "l" above.

4. CCISD shall retain an administrative fee of five percent (5%) from PARTNER's allocation to provide both virtual and in person support of data collection, assessments, supplies, and other partnership related services.

5. PARTNER may choose to access their allocation via transfer of staff salaries and benefits costs to CCISD, agreement payments from CCISD on a monthly/quarterly basis, technology and/or security equipment, or any combination of these items. If the total PARTNER allocation is less than the salaries and benefits for a staff member, then CCISD may provide PARTNER allocation as an agreement payment option only. Initial payment from CCISD will be received no later than the end of May 2025.

6. CCISD will conduct a "settle-up" calculation of the total funds generated by PARTNER students after the conclusion of the school year and after receiving the Near Final Summary of Finance report from TEA for the completed school year. One-half (1/2) of any amounts generated by PARTNER students over the initial estimate shall be paid to PARTNER not later than the end of November of the following school year, or as otherwise negotiated by PARTNER and CCISD.

7. Any staff of PARTNER transferred to employment with CCISD shall have an addendum to their contracts stipulated employment with CCISD ends when the negotiated Agreement between CCISD and PARTNER ends or is terminated.

8. CCISD and PARTNER may choose to negotiate the details of PARTNER allocation payments ninety
(90) days prior to the beginning of the next school year and renewal of this Agreement. Any negotiated changes to the financial arrangement details shall be included in the new Agreement.

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date:	8/17/2026	Presented By:	Dr. Hawk
Subject:	Consideration to approve Early Education Partnership between CCISD and Inspiring Little Minds Learning Center	Related Page(s)	Attached

Action

BOARD GOAL:

BACKGROUND INFORMATION:
This contract is forming a Statewide COOP of public private partnerships. Additional information will be presented at the workshop.

RECOMMENDATION:
Motion, second, vote

BOARD ACTION REQUIRED

EARLY CHILDHOOD EDUCATION PARTNERSHIP AGREEMENT
BETWEEN
COPPERAS COVE INDEPENDENT
SCHOOL DISTRICT AND
INSPIRING LITTLE MINDS LEARNING CENTER

STATE OF TEXAS §
§
COUNTY OF CORYELL §

This Agreement is entered into between Copperas Cove Independent School District ("CCISD"), a political subdivision of the State of Texas, by and through its Board of Trustees, and PARTNERSHIP ("PARTNER"), collectively, the "Parties." This Agreement shall become effective upon the date of execution by the Parties.

RECITALS

WHEREAS, CCISD is an Independent School District located in Copperas Cove, Texas; and

WHEREAS, PARTNER is operating an accredited Partnership located in_____ Texas; and

WHEREAS, PARTNER provides instructional services to children ages 3 and older who are m Pre-Kindergarten, Kindergarten, First Grade, or Second Grade; and

WHEREAS, pursuant to CCISD Board Policy FDA(LOCAL), CCISD has agreed to admit into CCISD, on a tuition-free basis, eligible students in Pre-Kindergarten through Second Grade who will receive early childhood education services at an PARTNER facility; and

WHEREAS, PARTNER desires to encourage the enrollment of eligible 3-year-old students through second grade into CCISD's early childhood educational programs; and

WHEREAS, the Parties intend to operate their respective programs in a coordinated manner to (1) maximize the delivery of CCISD's educational services to participating students, (2) avoid program overlap, (3) maximize the efficient allocation of qualified personnel, and (4) ensure that the Parties comply with their respective obligations under state and federal law.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

I. **TERM**

I.I The initial term of this Agreement shall commence on **date** end on **date**. The initial term may be terminated only with the mutual written consent of the Parties. If either party desires to terminate this Agreement at the conclusion of the initial

term, then the terminating party shall give written notice to the other party at least ninety (90) days prior to the conclusion of the initial term.

1.2 This Agreement shall automatically renew for one-year terms commencing on July 1 of each calendar year if neither party terminates this Agreement.

1.3 For school years beyond the initial term, a party desiring to terminate the Agreement shall give written notice not later than thirty (30) days prior to the conclusion of the successive term.

1.4 Upon termination of this Agreement, the Parties agree to return all records (whether business or educational), property, or unused or unearned funds to the lawful owner or custodian of the same within thirty (30) days of the end of such term. (As used herein, "educational record" means those records, files, documents, and other materials which (1) contain information directly related to a student and (2) are maintained by an educational agency or institution or by a person acting for such agency or institution in accordance with 20 U.S.C. § 1232g(a)(4). As pertains to educational records, the term "records" means any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape or recording, and film in accordance with 34 CFR § 99.3).

II. **ADMISSION**

2.1 Admission for qualifying Prekindergarten funding is limited to students who are not younger than 3 years of age as of September 1 of the school year for which enrollment is sought.

2.2 Pursuant to Texas Education Code § 29.153(b), a student seeking admission as a three-year-old or four-year-old into Pre-Kindergarten shall be admitted if the student meets one or more of the following statutory eligibility criteria:

a. the student is unable to speak and comprehend the English language; or

b. the student is educationally disadvantaged (which means a student eligible to participate in the national free or reduced-price lunch program); or

c. the student is homeless, as defined by 42 U.S.C. Section 11434a, regardless of the residence of the child, of either parent of the child, or of the child's guardian or other person having lawful control of the child; or

d. the student is the child of an active-duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who is ordered to active duty by proper authority; or

e. the student is the child of a member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who was injured or killed while serving on active duty; or

f. the student is or ever has been in the conservatorship of the Department of Family and Protective Services (foster care) following an adversary hearing held as provided by Family Code§ 262.201; or

g. the student is the child of a person eligible for the Star of Texas Award as:
(i) a peace officer under Texas Government Code § 3106.002;
(ii) a firefighter under Texas Government Code § 3106.003; or,
(iii) an emergency medical first responder under Texas Government Code § 31.06.004.

2.3 An eligible Pre-K student, or other students in Kindergarten through Second Grade, shall be admitted to CCISD as an interdistrict transfer student pursuant to CCISD Board Policy FDA(LOCAL) and shall be dually enrolled in both CCISD and PARTNER.

2.4 A student enrolled pursuant to this section shall not pay tuition to CCISD.

III. DUTIES OF CCISD

3.1 CCISD shall provide the required hours of daily instruction meeting or exceeding all Texas Education Agency requirements for High-Quality Pre-Kindergarten and Kindergarten through Second Grade programs.

3.2 CCISD may, at the recommendation of PARTNER, provide one teacher holding the required certificate issued by the State Board for Educator Certification or acceptable equivalent for every twenty-two
(22) students enrolled. PARTNER will maintain daily administrative authority over such staff.

3.3 CCISD shall reimburse PARTNER for the cost of providing a substitute teacher for any CCISD employee's absence when applicable. The PARTNER shall submit such a request for reimbursement in accordance with CCISD's standard policies and procedures for reimbursement of expenses.

3.4 CCISD shall provide curriculum and instructional materials necessary to support instructional requirements including but not limited to, the instruction of students in cognitive, physical, and social development.

3.5 CCISD shall provide technology resources necessary to support instructional activities.

3.6 CCISD shall comply with all Child Find obligations under applicable federal law.

3.7 CCISD shall collaborate with PARTNER to ensure delivery of a free, appropriate public education for eligible students who are eligible for special education and related services under the IDEA or who receive accommodations under Section 504. CCISD specifically acknowledges and agrees that PARTNER is a private institution that does not accept federal financial assistance. Nothing herein is intended to, nor shall it be construed to, require PARTNER itself to modify its curriculum or otherwise alter or limit the school's ability to provide service it chooses to offer as a Partnership.

3.8 CCISD shall provide personnel to participate in at least one monthly meeting with PARTNER administrators to ensure collaboration between Parties.

3.9 CCISD shall provide assessment and progress monitoring tools to report student progress and/or achievement to parents and guardians and to PARTNER.

3.10 CCISD shall provide a qualified supervisor to ensure compliance with Texas Education Code§ 29.167 for High Quality Curriculum and Teacher Requirements for Pre-Kindergarten.

3.11 CCISD shall not provide transportation unless required by a student's individualized education program.

3.12 CCISD is the direct recipient of federal and state funds, and any payment made to PARTNER is a contract service fee.

IV. DUTIES OF **PARTNER**

4.1 PARTNER shall provide classroom and common space in compliance with state and federal law for early childhood education and/or childcare facilities.

4.2 PARTNER shall provide classroom furniture in compliance with state and federal law for early childhood education and/or childcare facilities.

4.3 Programs operated directly by PARTNER during those portions of the day when CCISD is providing direct instruction shall be appropriately staffed in such a way to deliver services in compliance with CCISD Board Policies and regulations, as well as state and federal requirements.

4.4 PARTNER shall employ appropriate personnel to collect all data and documents required by state or federal law. Such personnel shall ensure input of all such data in the CCISD Ascender system, or any other data system that CCISD may use. In certain circumstances, electronic or in person delivery of data and documents to CCISD will be acceptable. This data includes, but is not limited to, vaccinations, eligibility for free or reduced lunch, enrollment forms, birth certificates, social security numbers, parental permissions, and contact information. If the Parties mutually agree, then such personnel may also serve as the "Teacher of Record" for entering daily attendance.

4.5 PARTNER shall ensure that daily attendance data that is entered into the Ascender system or delivered by other acceptable means as "Teacher of Record" if the person in section 4.4 above is not designated for such.

4.6 PARTNER shall work with CCISD to attempt to align daily class schedules and the school calendar as closely as possible with the CCISD school calendar. Variations in the PARTNER school calendar should be made in coordination with CCISD's designated administrator.

4.7 PARTNER shall conduct vision and hearing screenings of students as required by, and in compliance with, Texas law. PARTNER personnel shall ensure the timely entry of data for such screenings as required by Texas law.

4.8 PARTNER shall provide appropriate personnel to coordinate enrollment and health screening data entry with CCISD's PEIMS Coordinator.

4.9 PARTNER shall provide written certification to CCISD that PARTNER conducted a criminal background history check on all officers and employees who will enter the PARTNER facility in compliance with CCISD Board Policy DBAA(LEGAL) and DBAA(LOCAL) and Texas law. PARTNER shall not knowingly permit any individual to provide services to the programs who have a history of criminal conduct unacceptable under District Board Policy, Texas law, or reasonable professional expectations for an educational environment, including, but not limited to, any violent or sexual offenses. All persons performing duties at or having access to the facility and programs shall be subject to a background check as required by Texas law.

4.10 PARTNER reserves the right to submit, approve, use, or edit material that aligns with PARTNER goals and values.

V. JOINT DUTIES

5.1 The Parties shall provide and deliver an early childhood program utilizing the best early childhood teaching practices.

5.2 The Parties shall coordinate and collaborate regarding instruction, shared resources, and services to meet student needs.

5.3 The Parties shall develop and implement standardized daily instructional schedules that promote efficiency in staffing and provide the Parties with the opportunity to implement all daily requirements of their respective programs.

5.4 The Parties shall monitor program operations to prevent duplication of efforts.

5.5 The Parties shall provide academic program offerings and sequencing of offerings and instruction to ensure that daily instructional activities are mutually supportive and align with shared goals and objectives.

5.6 The Parties shall collaborate on a regular basis to discuss the progress of the Agreement.

5.7 The Parties shall collectively analyze and share program and student data for appropriate planning and improvement. CCISD hereby designates PARTNER program staff as authorized representatives pursuant to CCISD Board Policy FL(LOCAL).

5.8 The Parties shall routinely collaborate to meet attendance goals.

5.9 The Parties shall routinely collaborate to provide appropriate family services and encourage participation in parent engagement activities and home visits.

VI. FINANCING THE PROGRAMS

6.1 CCISD shall retain all funds allocated to CCISD under the Texas Foundation School Program (Texas Education Code, Chapters 48 and 49).

6.2 CCISD shall retain all other state grant funds generated by CCISD for the operation of any other state programs for which CCISD becomes eligible under this program.

6.3 CCISD shall retain all federal educational funds (excluding food service) earned by CCISD for the operation of any of the federal programs for which CCISD becomes eligible under this program.

6.4 CCISD shall retain any other gifts or grant funds received by CCISD for the operation of any of its programs or for which CCISD becomes eligible.

6.5 CCISD shall calculate the initial extra funding generated by PARTNER students at the beginning of the school year (or the Agreement if after the school year has started) and establish an allocation for PARTNER at a rate not to exceed one-half (1/2) of the Basic Allotment for students in K-2, and one fourth (1/4) of the Basic Allotment for qualifying students in Pre-K, approved by the State of Texas from the Foundation School Program for the instructional year, according to the addendum detailing the financial arrangements.

6.6 CCISD shall retain an administrative fee of five percent (.05) from the PARTNER allocation to provide both virtual and in person support of data collection, assessment support, and other partnership related services.

6.7 CCISD shall make available to PARTNER the amount of funding as calculated above for the school year according to an agreed upon combination of: monthly or quarterly agreement payments; staff salary(ies) and benefits; and technology devices.

6.8 CCISD shall perform a "settle-up" calculation upon receiving the CCISD final summary of finance from TEA upon completion of academic school year. One-half (1/2) of any funding generated in excess of the initial calculated funds generated by PARTNER students shall be sent to PARTNER no later than the end of November of the following school year.

6.9 PARTNER may retain all funds for wrap-around services provided to students in the programs.

6.10 PARTNER may retain all funds received from the operation of the food service program and additional funds granted by the Texas Workforce Commission for child-care subsidies.

6.11 PARTNER may retain any and all other gifts and grants awarded directly to PARTNER.

6.12 PARTNER reserves the right to charge private service fees for non-CCISD related school hours and any penalties or fees for late pickup, etc.

6.13 PARTNER shall not receive, retain, or seek funding for the same student, instructional time, or educational services under both this Agreement and any Texas Education Freedom Account (TEFA) or similar state-funded education savings account program. To the extent a student participating in this Agreement is also a beneficiary of a TEFA or similar program, PARTNER shall ensure that no costs, services, or instructional time funded through CCISD under this Agreement are also funded through TEFA. PARTNER shall maintain records sufficient to demonstrate compliance with this subsection and shall provide such records to CCISD upon reasonable request. Any funds determined to have been received in violation of this subsection shall be promptly returned or credited as directed by CCISD.

VII. PROGRAM LOCATION

7.1 Partnership shall operate the programs at:

Number Street Address
City, Texas Zip

7.2 The Parties agree that they have inspected the identified premises and agree that the premises are suitable for all operations described in the Agreement.

VIII. NOTICES

8.1 All correspondence and communications regarding this Agreement shall be directed to:

Dr. Brent Hawkins
Superintendent of Schools
408 S. Main Street
Copperas Cove, Texas
76522

Director Name
Partnership NAME
Title
Number Street Address
City, Texas Zip

8.2 Notices provided pursuant to the Agreement must be in writing and either hand-delivered, electronically delivered with receipt confirmation, or sent by U.S. certified mail, return receipt requested.

IX. INSURANCE

9.I Each party shall, at all times during the term of this Agreement, at its own cost and expense,
carry and maintain the required and appropriate types of insurance coverages with the minimum coverage noted required under Texas law.

X. MISCELLANEOUS

I0.1 CCISD and PARTNER will coordinate efforts to maximize the delivery of education and services to students enrolled in the programs.

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10.7 The Parties expressly agree that the exclusive venue and place of trial for any action brought under or in connection with or in any way related to this Agreement shall be in the state district courts of Coryell County, Texas, and the parties hereby waive any and all objections to the agreed-upon venue as stated herein. The Parties further agree that this Agreement shall be fully performed in Coryell County, Texas.

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11.2 CCISD does not waive governmental immunity and shall not indemnify PARTNER.

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xn. SIGNATURES

COPPERAS COVE INDEPENDENT SCHOOL

DISTRICT

By: _____

Date:_____

Name: Dr. Brent Hawkins
Superintendent of Schools

By: _____
Date:_____

Name:
Director/Head of School

FINANCIAL ADDENDUM

1. PARTNER shall provide an estimate of the number of students to be enrolled at the beginning of a school year (or the Agreement) by age and grade level.

2. CCISD shall perform a financial estimate on the additional funding to be generated by students in "l" above.

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7. Any staff of PARTNER transferred to employment with CCISD shall have an addendum to their contracts stipulated employment with CCISD ends when the negotiated Agreement between CCISD and PARTNER ends or is terminated.

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(90) days prior to the beginning of the next school year and renewal of this Agreement. Any negotiated changes to the financial arrangement details shall be included in the new Agreement.

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date:	8/17/2026	Presented By:	Dr. Hawk
Subject:	Consideration to approve Early Education Partnership between CCISD and Central Texas Childrens Academy	Related Page(s)	Attached

Action

BOARD GOAL:

BACKGROUND INFORMATION:
This contract is forming a Statewide COOP of public private partnerships. Additional information will be presented at the workshop.

RECOMMENDATION:
Motion, second, vote

BOARD ACTION REQUIRED

EARLY CHILDHOOD EDUCATION PARTNERSHIP AGREEMENT
BETWEEN
COPPERAS COVE INDEPENDENT
SCHOOL DISTRICT AND
CENTRAL TEXAS CHILDRENS ACADEMY

STATE OF TEXAS §
§
COUNTY OF CORYELL §

This Agreement is entered into between Copperas Cove Independent School District ("CCISD"), a political subdivision of the State of Texas, by and through its Board of Trustees, and PARTNERSHIP ("PARTNER"), collectively, the "Parties." This Agreement shall become effective upon the date of execution by the Parties.

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WHEREAS, CCISD is an Independent School District located in Copperas Cove, Texas; and

WHEREAS, PARTNER is operating an accredited Partnership located in_____ Texas; and

WHEREAS, PARTNER provides instructional services to children ages 3 and older who are m Pre-Kindergarten, Kindergarten, First Grade, or Second Grade; and

WHEREAS, pursuant to CCISD Board Policy FDA(LOCAL), CCISD has agreed to admit into CCISD, on a tuition-free basis, eligible students in Pre-Kindergarten through Second Grade who will receive early childhood education services at an PARTNER facility; and

WHEREAS, PARTNER desires to encourage the enrollment of eligible 3-year-old students through second grade into CCISD's early childhood educational programs; and

WHEREAS, the Parties intend to operate their respective programs in a coordinated manner to (1) maximize the delivery of CCISD's educational services to participating students, (2) avoid program overlap, (3) maximize the efficient allocation of qualified personnel, and (4) ensure that the Parties comply with their respective obligations under state and federal law.

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I.I The initial term of this Agreement shall commence on **date** end on **date**. The initial term may be terminated only with the mutual written consent of the Parties. If either party desires to terminate this Agreement at the conclusion of the initial

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1.2 This Agreement shall automatically renew for one-year terms commencing on July 1 of each calendar year if neither party terminates this Agreement.

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1.4 Upon termination of this Agreement, the Parties agree to return all records (whether business or educational), property, or unused or unearned funds to the lawful owner or custodian of the same within thirty (30) days of the end of such term. (As used herein, "educational record" means those records, files, documents, and other materials which (1) contain information directly related to a student and (2) are maintained by an educational agency or institution or by a person acting for such agency or institution in accordance with 20 U.S.C. § 1232g(a)(4). As pertains to educational records, the term "records" means any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape or recording, and film in accordance with 34 CFR § 99.3).

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a. the student is unable to speak and comprehend the English language; or

b. the student is educationally disadvantaged (which means a student eligible to participate in the national free or reduced-price lunch program); or

c. the student is homeless, as defined by 42 U.S.C. Section 11434a, regardless of the residence of the child, of either parent of the child, or of the child's guardian or other person having lawful control of the child; or

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e. the student is the child of a member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who was injured or killed while serving on active duty; or

f. the student is or ever has been in the conservatorship of the Department of Family and Protective Services (foster care) following an adversary hearing held as provided by Family Code§ 262.201; or

g. the student is the child of a person eligible for the Star of Texas Award as:
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3.2 CCISD may, at the recommendation of PARTNER, provide one teacher holding the required certificate issued by the State Board for Educator Certification or acceptable equivalent for every twenty-two
(22) students enrolled. PARTNER will maintain daily administrative authority over such staff.

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3.5 CCISD shall provide technology resources necessary to support instructional activities.

3.6 CCISD shall comply with all Child Find obligations under applicable federal law.

3.7 CCISD shall collaborate with PARTNER to ensure delivery of a free, appropriate public education for eligible students who are eligible for special education and related services under the IDEA or who receive accommodations under Section 504. CCISD specifically acknowledges and agrees that PARTNER is a private institution that does not accept federal financial assistance. Nothing herein is intended to, nor shall it be construed to, require PARTNER itself to modify its curriculum or otherwise alter or limit the school's ability to provide service it chooses to offer as a Partnership.

3.8 CCISD shall provide personnel to participate in at least one monthly meeting with PARTNER administrators to ensure collaboration between Parties.

3.9 CCISD shall provide assessment and progress monitoring tools to report student progress and/or achievement to parents and guardians and to PARTNER.

3.10 CCISD shall provide a qualified supervisor to ensure compliance with Texas Education Code§ 29.167 for High Quality Curriculum and Teacher Requirements for Pre-Kindergarten.

3.11 CCISD shall not provide transportation unless required by a student's individualized education program.

3.12 CCISD is the direct recipient of federal and state funds, and any payment made to PARTNER is a contract service fee.

IV. DUTIES OF **PARTNER**

4.1 PARTNER shall provide classroom and common space in compliance with state and federal law for early childhood education and/or childcare facilities.

4.2 PARTNER shall provide classroom furniture in compliance with state and federal law for early childhood education and/or childcare facilities.

4.3 Programs operated directly by PARTNER during those portions of the day when CCISD is providing direct instruction shall be appropriately staffed in such a way to deliver services in compliance with CCISD Board Policies and regulations, as well as state and federal requirements.

4.4 PARTNER shall employ appropriate personnel to collect all data and documents required by state or federal law. Such personnel shall ensure input of all such data in the CCISD Ascender system, or any other data system that CCISD may use. In certain circumstances, electronic or in person delivery of data and documents to CCISD will be acceptable. This data includes, but is not limited to, vaccinations, eligibility for free or reduced lunch, enrollment forms, birth certificates, social security numbers, parental permissions, and contact information. If the Parties mutually agree, then such personnel may also serve as the "Teacher of Record" for entering daily attendance.

4.5 PARTNER shall ensure that daily attendance data that is entered into the Ascender system or delivered by other acceptable means as "Teacher of Record" if the person in section 4.4 above is not designated for such.

4.6 PARTNER shall work with CCISD to attempt to align daily class schedules and the school calendar as closely as possible with the CCISD school calendar. Variations in the PARTNER school calendar should be made in coordination with CCISD's designated administrator.

4.7 PARTNER shall conduct vision and hearing screenings of students as required by, and in compliance with, Texas law. PARTNER personnel shall ensure the timely entry of data for such screenings as required by Texas law.

4.8 PARTNER shall provide appropriate personnel to coordinate enrollment and health screening data entry with CCISD's PEIMS Coordinator.

4.9 PARTNER shall provide written certification to CCISD that PARTNER conducted a criminal background history check on all officers and employees who will enter the PARTNER facility in compliance with CCISD Board Policy DBAA(LEGAL) and DBAA(LOCAL) and Texas law. PARTNER shall not knowingly permit any individual to provide services to the programs who have a history of criminal conduct unacceptable under District Board Policy, Texas law, or reasonable professional expectations for an educational environment, including, but not limited to, any violent or sexual offenses. All persons performing duties at or having access to the facility and programs shall be subject to a background check as required by Texas law.

4.10 PARTNER reserves the right to submit, approve, use, or edit material that aligns with PARTNER goals and values.

V. JOINT DUTIES

5.1 The Parties shall provide and deliver an early childhood program utilizing the best early childhood teaching practices.

5.2 The Parties shall coordinate and collaborate regarding instruction, shared resources, and services to meet student needs.

5.3 The Parties shall develop and implement standardized daily instructional schedules that promote efficiency in staffing and provide the Parties with the opportunity to implement all daily requirements of their respective programs.

5.4 The Parties shall monitor program operations to prevent duplication of efforts.

5.5 The Parties shall provide academic program offerings and sequencing of offerings and instruction to ensure that daily instructional activities are mutually supportive and align with shared goals and objectives.

5.6 The Parties shall collaborate on a regular basis to discuss the progress of the Agreement.

5.7 The Parties shall collectively analyze and share program and student data for appropriate planning and improvement. CCISD hereby designates PARTNER program staff as authorized representatives pursuant to CCISD Board Policy FL(LOCAL).

5.8 The Parties shall routinely collaborate to meet attendance goals.

5.9 The Parties shall routinely collaborate to provide appropriate family services and encourage participation in parent engagement activities and home visits.

VI. FINANCING THE PROGRAMS

6.1 CCISD shall retain all funds allocated to CCISD under the Texas Foundation School Program (Texas Education Code, Chapters 48 and 49).

6.2 CCISD shall retain all other state grant funds generated by CCISD for the operation of any other state programs for which CCISD becomes eligible under this program.

6.3 CCISD shall retain all federal educational funds (excluding food service) earned by CCISD for the operation of any of the federal programs for which CCISD becomes eligible under this program.

6.4 CCISD shall retain any other gifts or grant funds received by CCISD for the operation of any of its programs or for which CCISD becomes eligible.

6.5 CCISD shall calculate the initial extra funding generated by PARTNER students at the beginning of the school year (or the Agreement if after the school year has started) and establish an allocation for PARTNER at a rate not to exceed one-half (1/2) of the Basic Allotment for students in K-2, and one fourth (1/4) of the Basic Allotment for qualifying students in Pre-K, approved by the State of Texas from the Foundation School Program for the instructional year, according to the addendum detailing the financial arrangements.

6.6 CCISD shall retain an administrative fee of five percent (.05) from the PARTNER allocation to provide both virtual and in person support of data collection, assessment support, and other partnership related services.

6.7 CCISD shall make available to PARTNER the amount of funding as calculated above for the school year according to an agreed upon combination of: monthly or quarterly agreement payments; staff salary(ies) and benefits; and technology devices.

6.8 CCISD shall perform a "settle-up" calculation upon receiving the CCISD final summary of finance from TEA upon completion of academic school year. One-half (1/2) of any funding generated in excess of the initial calculated funds generated by PARTNER students shall be sent to PARTNER no later than the end of November of the following school year.

6.9 PARTNER may retain all funds for wrap-around services provided to students in the programs.

6.10 PARTNER may retain all funds received from the operation of the food service program and additional funds granted by the Texas Workforce Commission for child-care subsidies.

6.11 PARTNER may retain any and all other gifts and grants awarded directly to PARTNER.

6.12 PARTNER reserves the right to charge private service fees for non-CCISD related school hours and any penalties or fees for late pickup, etc.

6.13 PARTNER shall not receive, retain, or seek funding for the same student, instructional time, or educational services under both this Agreement and any Texas Education Freedom Account (TEFA) or similar state-funded education savings account program. To the extent a student participating in this Agreement is also a beneficiary of a TEFA or similar program, PARTNER shall ensure that no costs, services, or instructional time funded through CCISD under this Agreement are also funded through TEFA. PARTNER shall maintain records sufficient to demonstrate compliance with this subsection and shall provide such records to CCISD upon reasonable request. Any funds determined to have been received in violation of this subsection shall be promptly returned or credited as directed by CCISD.

VII. PROGRAM LOCATION

7.1 Partnership shall operate the programs at:

Number Street Address
City, Texas Zip

7.2 The Parties agree that they have inspected the identified premises and agree that the premises are suitable for all operations described in the Agreement.

VIII. NOTICES

8.1 All correspondence and communications regarding this Agreement shall be directed to:

Dr. Brent Hawkins
Superintendent of Schools
408 S. Main Street
Copperas Cove, Texas
76522

Director Name
Partnership NAME
Title
Number Street Address
City, Texas Zip

8.2 Notices provided pursuant to the Agreement must be in writing and either hand-delivered, electronically delivered with receipt confirmation, or sent by U.S. certified mail, return receipt requested.

IX. INSURANCE

9.I Each party shall, at all times during the term of this Agreement, at its own cost and expense,
carry and maintain the required and appropriate types of insurance coverages with the minimum coverage noted required under Texas law.

X. MISCELLANEOUS

I0.1 CCISD and PARTNER will coordinate efforts to maximize the delivery of education and services to students enrolled in the programs.

IO.2 This Agreement does not restrict CCISD from participating in similar agreements with other public or private agencies, organizations, and individuals.

10.3 This Agreement does not and shall not create a principal-agent relationship, partnership, or joint venture between the Parties, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, or in the name of or on behalf of the other party, except as expressly stated in this Agreement.

10.4 The Parties agree that CCISD does not and shall not waive any sovereign immunity or any immunity or defense that would otherwise be available to CCISD against claims arising from the exercise of governmental powers and functions.

10.5 If a dispute arises regarding the interpretation, implementation, or enforcement of this Agreement, then the Parties will, prior to initiating legal proceedings, submit the dispute to nonbinding mediation at CCISD's central administrative office or by a virtual platform, e.g., Zoom or Google Meets.

I0.6 This Agreement will be governed by and construed in accordance with the laws of the state of Texas, as to both interpretations and performance, without regard and without reference to the conflicts of law principles of Texas or any other jurisdiction.

10.7 The Parties expressly agree that the exclusive venue and place of trial for any action brought under or in connection with or in any way related to this Agreement shall be in the state district courts of Coryell County, Texas, and the parties hereby waive any and all objections to the agreed-upon venue as stated herein. The Parties further agree that this Agreement shall be fully performed in Coryell County, Texas.

I0.8 In the event of any suit or action arising out of or in connection with this Agreement, the prevailing party in such proceedings shall be entitled to recover its reasonable attorney fees and court costs.

10.9 The Parties understand the confidential nature of data involved in the transactions under this Agreement and particularly student information. The Parties agree to maintain confidentiality of all confidential information to the extent required by state and federal law.

10.10 This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

10.11 If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, then the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision, the Agreement would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10.12 The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

XI. LIABILITY

11.1 Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents.

11.2 CCISD does not waive governmental immunity and shall not indemnify PARTNER.

11.3 To the extent permitted by law, PARTNER shall be responsible for claims arising from its own negligence or misconduct.

xn. SIGNATURES

COPPERAS COVE INDEPENDENT SCHOOL

DISTRICT

By: _____

Date:_____

Name: Dr. Brent Hawkins
Superintendent of Schools

By: _____
Date:_____

Name:
Director/Head of School

FINANCIAL ADDENDUM

1. PARTNER shall provide an estimate of the number of students to be enrolled at the beginning of a school year (or the Agreement) by age and grade level.

2. CCISD shall perform a financial estimate on the additional funding to be generated by students in "l" above.

3. CCISD shall allocate to PARTNER one-half of the estimated additional funding generated by PARTNER students in "l" above.

4. CCISD shall retain an administrative fee of five percent (5%) from PARTNER's allocation to provide both virtual and in person support of data collection, assessments, supplies, and other partnership related services.

5. PARTNER may choose to access their allocation via transfer of staff salaries and benefits costs to CCISD, agreement payments from CCISD on a monthly/quarterly basis, technology and/or security equipment, or any combination of these items. If the total PARTNER allocation is less than the salaries and benefits for a staff member, then CCISD may provide PARTNER allocation as an agreement payment option only. Initial payment from CCISD will be received no later than the end of May 2025.

6. CCISD will conduct a "settle-up" calculation of the total funds generated by PARTNER students after the conclusion of the school year and after receiving the Near Final Summary of Finance report from TEA for the completed school year. One-half (1/2) of any amounts generated by PARTNER students over the initial estimate shall be paid to PARTNER not later than the end of November of the following school year, or as otherwise negotiated by PARTNER and CCISD.

7. Any staff of PARTNER transferred to employment with CCISD shall have an addendum to their contracts stipulated employment with CCISD ends when the negotiated Agreement between CCISD and PARTNER ends or is terminated.

8. CCISD and PARTNER may choose to negotiate the details of PARTNER allocation payments ninety
(90) days prior to the beginning of the next school year and renewal of this Agreement. Any negotiated changes to the financial arrangement details shall be included in the new Agreement.

Request for Waiver of Pre-K Partnership 85% Pass-Through Requirement
Texas Education Code §§ 29.153(i) and 7.056

August 17, 2026

Via: TEA Pre-K Partnership Pass-Through Waiver Portal
Commissioner of Education
Texas Education Agency
1701 N. Congress Avenue
Austin, Texas 78701

Re: Copperas Cove Independent School District Request for Waiver of TEC § 29.153(i) Pass-Through Requirement

Dear Commissioner:

On behalf of the Copperas Cove Independent School District ("CCISD" or "District"), I respectfully submit this request for waiver of the prekindergarten partnership pass-through funding requirement set forth in Texas Education Code § 29.153(i), pursuant to the Commissioner's waiver authority under Texas Education Code § 7.056.

1. Waiver Requested

CCISD requests that the Commissioner waive the requirement in TEC § 29.153(i) that a private provider in a prekindergarten partnership receive "not less than 85 percent of the amount of funding that the district or school receives for the student."
CCISD requests this waiver for the following school year(s):

☐ 2025–2026
☐ 2026–2027

This request applies to CCISD's prekindergarten partnership with:

Private Provider: _____

Address: _____

Contact Person/Title: _____

2. Legal Basis for Request

TEC § 29.153(i) provides:

> *"A partnership entered into between a school district or open-enrollment charter school and a private provider for a prekindergarten class under this section must provide for the provider to receive funding for each district or school student*

enrolled in the class in an amount that is not less than 85 percent of the amount of funding that the district or school receives for the student. Notwithstanding Section 7.056(e)(3)(I), the commissioner may waive the requirement under this subsection on request by a school district or open-enrollment charter school in accordance with Section 7.056."

CCISD therefore submits this request directly under the statutory waiver mechanism expressly authorized by the Legislature.

3. Background of the Partnership

CCISD has entered into an Early Childhood Education Partnership Agreement with the above-named private provider to deliver prekindergarten services to eligible students. Under that agreement, CCISD and the provider coordinate to serve students in a joint early childhood setting while CCISD provides various educational services, oversight, and supports.

Under the current agreement structure:

- CCISD retains Foundation School Program and related public funding generated by enrolled students except as specifically allocated by agreement;
- CCISD provides instructional and operational support, which may include curriculum, instructional materials, assessment tools, technology, certified staff support, PEIMS/data support, special education coordination, and other district services;
- The provider receives agreed contract payments and/or other financial support under the parties' negotiated arrangement; and
- The provider also maintains and furnishes facilities, furniture, site operations, and other program components identified in the agreement.

The current agreement does not provide for a pass-through equal to at least 85% of all funding CCISD receives for each student, as that requirement is now described in TEC § 29.153(i) and TEA guidance.

4. Basis for the Waiver Request

CCISD seeks this waiver so that the District and the provider may continue operating their current partnership under the existing negotiated financial structure for the requested school year(s).
The District submits this request on the following grounds:

A. Existing Contractual Structure

The parties' existing partnership was negotiated based on a financial model that does not pass through 85% of total per-student funding to the provider. The parties' arrangement reflects a broader operational structure in which CCISD continues to provide substantial district-level supports and retains a corresponding portion of generated funding.

B. Provider's Knowing and Voluntary Consent

The provider has reviewed the current financial structure and has knowingly and voluntarily agreed to continue participating in the partnership under those terms. The provider has executed a written Provider Voluntary Waiver and Consent acknowledging:

- Awareness of the 85% pass-through requirement in TEC § 29.153(i);
- Awareness that the current agreement provides less than that amount;
- Consent to continue the partnership under the current funding methodology; and
- No objection to CCISD's request that the Commissioner waive the statutory pass-through requirement.

A copy of that signed provider consent is attached.

C. Continued Availability of the Partnership Model

The District believes it is educationally beneficial to preserve this partnership model during the waiver period authorized by TEA guidance. The parties wish to continue offering the program using the current negotiated structure rather than terminate or substantially rework the arrangement during the requested waiver term.

D. Temporary Waiver Window Recognized by TEA

TEA's published guidance states that waivers may be available for School Year 2025–2026, School Year 2026–2027, or both. CCISD submits this request within that waiver framework and asks the Commissioner to exercise the discretion expressly authorized by TEC § 29.153(i).

5. Current Funding Arrangement

Under the current agreement, the provider receives funding and support pursuant to negotiated terms that may include:

- Allocation of a portion of funding generated by enrolled students;
- Contract service payments;
- Access to district-provided curriculum and instructional materials;
- Technology and assessment support;
- Staffing support where applicable;
- Administrative and data support; and
- Other in-kind services described in the partnership agreement.

CCISD acknowledges that, even accounting for the District's current arrangement, the agreement does not expressly provide for payment of at least 85% of total district funding received for each participating student as contemplated by TEC § 29.153(i).

6. District Position Regarding the Requested Waiver

CCISD respectfully requests approval of the waiver for the school year(s) identified above so that the District may continue this partnership under its present financial structure.

CCISD makes this request candidly and without representing that the District's current agreement complies with the 85% pass-through requirement. Instead, CCISD requests that the Commissioner waive that requirement for the requested school year(s) based on:

1. The express statutory waiver authority in TEC § 29.153(i);
2. The provider's informed and voluntary agreement to the existing arrangement;
3. The parties' shared desire to continue operating the partnership under current terms during the waiver period; and
4. TEA's acknowledgment that waivers are available for the identified school years and circumstances described in TEA guidance.

7. Requested Action

Accordingly, CCISD requests that the Commissioner approve a waiver of the pass-through requirement in TEC § 29.153(i) for the above-referenced provider partnership for:

☐ School Year 2025–2026
☐ School Year 2026–2027

or, if TEA prefers, for such lesser period or subject to such conditions as the Commissioner deems appropriate.

8. Attachments

CCISD attaches the following in support of this request:

1. Executed Early Childhood Education Partnership Agreement
2. Financial Addendum
3. Provider Voluntary Waiver and Consent
4. Board authorization or other district approval documentation, if applicable
5. Any additional materials TEA requests through the waiver portal

Thank you for your consideration of this request. If TEA needs additional information or supporting documentation, please contact the undersigned.

Respectfully submitted,

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Brent Hawkins

Superintendent of Schools
Copperas Cove Independent School District
408 S Main Street
Copperas Cove, Texas 76522
Phone: 254-547-1227
Email: Hawkinsb@ccisd.com

VOLUNTARY WAIVER AND CONSENT

Waiver of 85% Pass-Through Funding Requirement
Texas Education Code § 29.153(i)

RECITALS

WHEREAS, the Copperas Cove Independent School District ("CCISD" or "District") and _____ ("Provider") have entered into an Early Childhood Education Partnership Agreement dated _____ (the "Partnership Agreement") for the delivery of prekindergarten instructional services to eligible students at the Provider's facility; and

WHEREAS, Texas Education Code § 29.153(i), as enacted by House Bill 2 of the 89th Texas Legislature, requires that a partnership between a school district and a private prekindergarten provider must provide for the provider to receive funding for each district student enrolled in the class in an amount that is not less than 85% of the amount of funding that the district receives for the student (the "85% Pass-Through Requirement"); and

WHEREAS, TEC § 29.153(i) further provides that the Commissioner of Education may waive the 85% Pass-Through Requirement on request by a school district in accordance with TEC § 7.056; and

WHEREAS, the financial terms of the Partnership Agreement between CCISD and the Provider, including the Financial Addendum thereto, provide for the Provider to receive funding at a rate that may be less than 85% of the total per-pupil funding the District receives for enrolled students; and

WHEREAS, the Provider has reviewed the financial terms of the Partnership Agreement and is satisfied with the current funding arrangement, including the allocation methodology, administrative fee, and settle-up provisions set forth therein; and

WHEREAS, the Provider desires to voluntarily waive any right or entitlement it may have to receive funding at the 85% level required by TEC § 29.153(i) and to consent to the continuation of the current financial terms of the Partnership Agreement; and

WHEREAS, the District intends to submit this Provider Voluntary Waiver and Consent to the Texas Education Agency in support of any waiver request submitted pursuant to TEC § 29.153(i) and § 7.056;

NOW, THEREFORE, in consideration of the mutual benefits of the Partnership Agreement and the continued partnership between the Parties, the Provider agrees as follows:

SECTION 1: ACKNOWLEDGMENTS

The Provider acknowledges and understands the following:

1.1 Texas Education Code § 29.153(i) requires that a prekindergarten partnership between a school district and a private provider must provide for the provider to receive funding for each enrolled student in an amount not less than 85% of the total funding the district receives for that student.

1.2 The total per-pupil funding the District receives for a Pre-K student enrolled at the Provider's facility is a good-faith estimate of the total amount of funding the District receives for the student and may include, but is not limited to, the following funding streams: Regular Program funding (Foundation School Program Basic Allotment), Early Education Allotment, State Compensatory Education funding, Special Education funding, Bilingual Education funding, Tier Two funding, and other direct and indirect allotments, but excluding Interest and Sinking (I&S) funding.

1.3 Under the current Partnership Agreement, the Provider receives an allocation calculated at a rate that may be less than 85% of the total per-pupil funding described above.

1.4 The District has informed the Provider of the 85% Pass-Through Requirement and has provided the Provider with an opportunity to review the estimated per-pupil funding generated by students enrolled at the Provider's facility.

1.5 The Provider has had the opportunity to consult with independent legal counsel regarding this Waiver and Consent and the implications of voluntarily agreeing to accept funding below the 85% statutory threshold.

SECTION 2: VOLUNTARY WAIVER AND CONSENT

2.1 Waiver of 85% Pass-Through Requirement. The Provider hereby voluntarily, knowingly, and irrevocably waives any right, entitlement, claim, or cause of action it may have, whether arising under Texas Education Code § 29.153(i), the Partnership Agreement, or any other state or federal law, to receive funding from the District in an amount equal to or exceeding 85% of the total per-pupil funding the District receives for each enrolled student. The Provider acknowledges that this waiver applies to all applicable funding streams received by the District, including but not limited to regular program funding, early education allotments, state compensatory education, special education, bilingual funding, and tier-two funding. The Provider expressly agrees to accept the alternative funding methodology set forth in the Financial Addendum of the Partnership Agreement in lieu of the statutory 85% minimum

2.2 Consent to Current Financial Terms. The Provider consents to the continuation of the financial terms set forth in the Partnership Agreement and the Financial Addendum thereto, including but not limited to:

a) An allocation to the Provider at a rate not to exceed one-fourth (¼) of the Basic Allotment for qualifying Pre-K students and one-half (½) of the Basic Allotment for students in Kindergarten through Second Grade;

b) The District's retention of an administrative fee of five percent (5%) from the Provider's allocation;

c) The District's retention of all Foundation School Program funds, state grant funds, federal educational funds, and other funding generated by or on behalf of enrolled students, except as expressly allocated to the Provider under the Partnership Agreement;

d) The "settle-up" provision under which one-half (½) of any funding generated in excess of the initial estimate is remitted to the Provider following receipt of the Near Final Summary of Finance from TEA; and

e) The District's provision of in-kind services including, but not limited to, certified teacher staffing, curriculum and instructional materials, technology resources, assessment tools, and supervisory personnel.

2.3 No Objection to Waiver Application. The Provider does not object to the District's submission of a waiver request to the Texas Education Agency and the Commissioner of Education seeking relief from the 85% Pass-Through Requirement under TEC § 29.153(i) and § 7.056. The Provider consents to the District's use of this signed Waiver and Consent as a supporting document in any such waiver submission.

2.4 No Coercion or Duress. The Provider represents and warrants that this Waiver and Consent is executed freely and voluntarily, without coercion, duress, or undue influence by the District or any agent, employee, or representative of the District.

SECTION 3: SCOPE AND DURATION

3.1 Applicable School Years. This Waiver and Consent shall apply to the following school year(s):

☐ School Year 2025–2026
☐ School Year 2026–2027
☐ All school years during the term of the Partnership Agreement (including any renewal terms), unless this Waiver and Consent is revoked in writing by the Provider pursuant to Section 3.2 below.

3.2 Revocation. The Provider may revoke this Waiver and Consent by providing written notice to the District not later than ninety (90) days prior to the beginning of the school year for which revocation is sought. Upon revocation, the Parties shall negotiate in good faith to amend the financial terms of the Partnership Agreement. If the Parties are unable to reach agreement on amended financial terms, either Party may terminate the Partnership Agreement in accordance with its terms.

3.3 Survival of Partnership Agreement. This Waiver and Consent is supplemental to and does not modify, amend, or supersede any other term or provision of the Partnership Agreement, except

to the extent that the Provider expressly waives any claim to the 85% pass-through amount as described herein.

SECTION 4: RELEASE OF CLAIMS

4.1 To the fullest extent permitted by law, the Provider hereby releases, waives, and forever discharges the District, its Board of Trustees, officers, employees, agents, and representatives from any and all claims, demands, causes of action, suits, damages, losses, costs, expenses (including attorneys' fees), and liabilities of any kind or nature, whether known or unknown, arising out of or related to:

a) The District's failure to pass through 85% or more of per-pupil funding to the Provider for any school year covered by this Waiver and Consent;

b) The financial terms of the Partnership Agreement as they existed prior to or at the time of execution of this Waiver and Consent; or

c) Any claim that the Provider was entitled to receive additional funding from the District under TEC § 29.153(i) or any other provision of law for any school year covered by this Waiver and Consent.

4.2 This release shall not apply to any claims arising from the District's breach of other provisions of the Partnership Agreement unrelated to the amount of pass-through funding.

SECTION 5: REPRESENTATIONS AND WARRANTIES

The Provider represents and warrants:

5.1 The person executing this Waiver and Consent on behalf of the Provider has full authority to do so and to bind the Provider to the terms hereof.

5.2 The Provider has had a meaningful opportunity to review the financial terms of the Partnership Agreement, the estimated per-pupil funding generated by enrolled students, and the requirements of TEC § 29.153(i).

5.3 The Provider has had the opportunity to seek and obtain independent legal counsel regarding this Waiver and Consent prior to execution.

5.4 The Provider enters into this Waiver and Consent based on its own independent judgment and assessment that the overall partnership with the District including both financial payments and in-kind services and supports is beneficial to the Provider and the students it serves.

5.5 The Provider understands that this Waiver and Consent may not independently relieve the District of its obligations under TEC § 29.153(i) and that the Commissioner of Education retains authority to approve or deny any waiver request submitted by the District.

SECTION 6: MISCELLANEOUS

6.1 Governing Law. This Waiver and Consent shall be governed by and construed in accordance with the laws of the State of Texas.

6.2 Venue. Any dispute arising under or related to this Waiver and Consent shall be subject to the exclusive venue provisions set forth in the Partnership Agreement (Coryell County, Texas).

6.3 Severability. If any provision of this Waiver and Consent is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

6.4 Entire Understanding. This Waiver and Consent, together with the Partnership Agreement and Financial Addendum, constitutes the entire understanding of the Parties with respect to the subject matter hereof. This Waiver and Consent may be amended only by a written instrument signed by both Parties.

6.5 Counterparts. This Waiver and Consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6.6 No Waiver of Sovereign Immunity. Nothing in this Waiver and Consent shall be construed as a waiver of the District's sovereign immunity or any other immunity or defense available to the District under applicable law.

SIGNATURES

PROVIDER:

Organization Name: _____

By: _____

Date: _____

Printed Name: _____

Title: _____

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT

By: _____

Date: _____

Dr. Brent Hawkins

Superintendent of Schools

Pre-K Partnership Pass-through Funding Requirements Under HB 2

School System Leaders:

This message is for school system leadership, including superintendents and related staff, that have indicated participation in a Pre-Kindergarten partnerships through PEIMS. We want to keep you informed of important updates related to prekindergarten partnerships and to communicate changes ahead of the coming school year.

Pre-K Partnership Pass-Through Funding Requirement Reminder – Texas Education Code (TEC), §29.153(i)

HB 2 requires that a partnership between a school district or charter school and a private prekindergarten provider must provide that at least 85% of funds are passed to the private prekindergarten provider. TEC, §29.153(i) as established in the 89th Legislative Session is included here for reference:

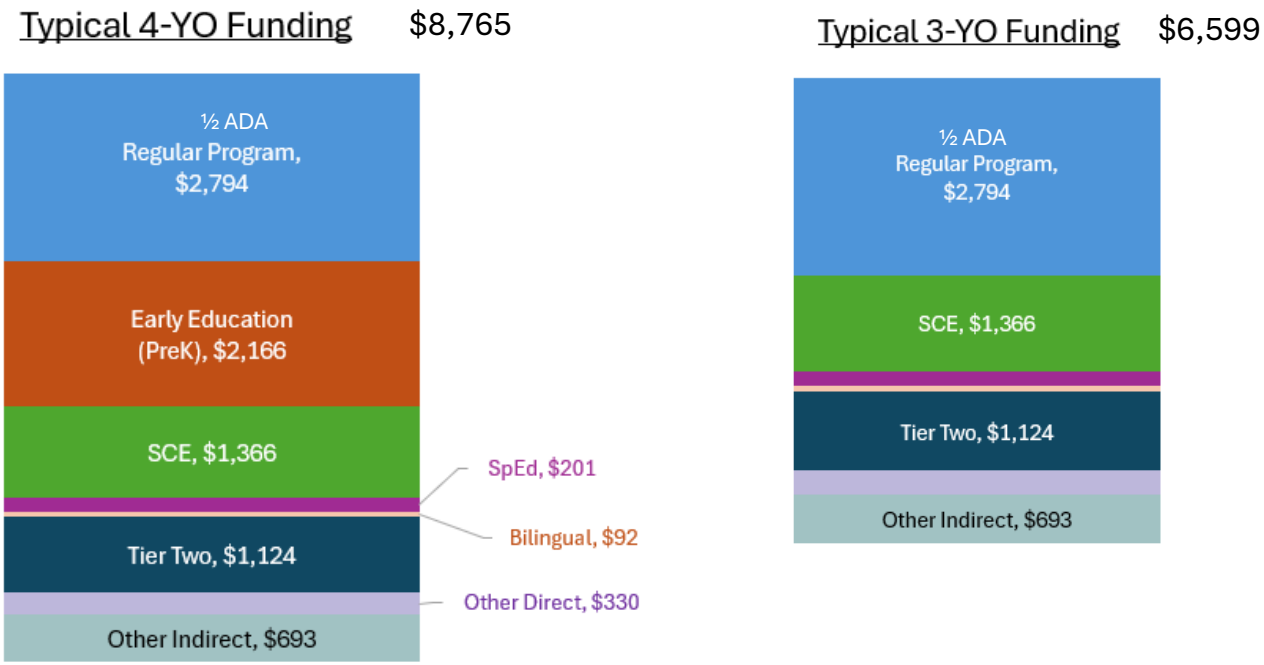
(i) A partnership entered into between a school district or open-enrollment charter school and a private provider for a prekindergarten class under this section must provide for the provider to receive funding for each district or school student enrolled in the class in an amount that is not less than 85 percent of the amount of funding that the district or school receives for the student. Notwithstanding Section 7.056(e)(3)(I), the commissioner may waive the requirement under this subsection on request by a school district or open-enrollment charter school in accordance with Section 7.056.

This provision §29.153(i), as enacted by HB 2, began to apply to school districts with the 2025-26 school year.

What Constitutes 85% of Funding?

TEC, §29.153(i), requires that a provider receive not less than 85% of the funding the district or school receives for the student. The funding a district or school receives for the student should be a good faith estimate of the total amount of funding a district receives for the student. This include funds from regular program funding, the early education allotment, state compensatory education funding, special education funding, bilingual funding, tier two funding, other direct (e.g. small and mid-sized allotment, allotment for basic costs, school safety, etc.), and other indirect (e.g. proportionate share of teacher retention allotment) funding, but does not need to include I&S funding. School systems should use local state aid templates to estimate the total funding per student.

This graphic provides a general approach to how the calculation could result given average data statewide during the 2025-26 SY:



Note: The chart is an example of the funding streams available for a pre-k student. Not all pre-k students will generate all funding streams. Local amounts will vary based on the individual student and the district or charter they attend.

TEA Approach to Supporting and Monitoring this Requirement:

TEA is required to ensure that all Pre-K Partnerships meet legal requirements and pass **85% of all funding** that the school system receives for the student as soon as possible to comply with the law, while accommodating the realities of implementation.

The following is the approach TEA will take to monitor and support the implementation of this requirement:

1. **School Year 2025-2026:** TEA encourages school systems to comply with the 85% pass-through requirement for the current school year. School Systems may apply for a waiver (below) if they are not in compliance, given there may have been inadequate time for negotiation between school systems and their partners to allow for implementation.

2. **School Year 2026-2027:** Waivers will also be available for school systems actively working in good faith with their Pre-K partners to ensure their agreements meet the 85% pass-through rate. Additionally, TEA will provide targeted support to facilitate partnerships through Pre-K Intermediaries established under HB 2. The application process for Pre-K Intermediaries will be conducted in summer 2026 and intermediaries will be named in fall 2026.
3. **School Year 2027-2028 and beyond**: TEA does not currently expect broadly available waivers to be offered.

School systems may apply for a waiver using this link: Pre-K Partnership Pass-Through Waiver . Waiver applications must be submitted by August 31, 2026. Waivers may be approved for School Year 2025-2026, School Year 2026-2027, or both.

TEA will engage in rulemaking to clarify expectations for pass-through rates and Pre-K Partnership agreement expectations. The Agency expects these rules to be in effect in summer 2027.

Additional details on rules, intermediaries, and available supports will be released in a To The Administrator Addressed (TAA) letter in early fall 2026.

Share Your Questions Now

To ensure the future communications are as helpful as possible, we are collecting pass-through funding, partnership, and intermediary questions. Please submit your questions to the Pre-K Partnership Questions & Input Form linked. TEA will update and post to the TEA Pre-K Partnership website an FAQ document later this year. We appreciate your continued partnership and commitment to early childhood education.

Sincerely,

Chris DeWitt
Director, System Support Division
Texas Education Agency

Board of Trustees

Date of Meeting: August 17, 2026

Item Type: Action

Item Name	Consider and Take Action on Proposed Final Budget Amendment for the 2025-2026 Fiscal Year.
District Goal	Budget Management: All stakeholders will optimize resources to enhance student success.
Summary (Purpose/ Objective)	The proposed amendment and subsequent final 2025-2026 budget reflects a transfer of funds between functions since the General Maintenance & Operations, Child Nutrition Services and Debt Service funds are approved by fund and function.
Fiscal Impact	None
Administrative Recommendation	The Administration recommends approval of the amended budgets as attached.
Attachments	2025-2026 Final Budget Amendment

Contact Person: Cliff Heath, CFO

E-Mail Address: heathc@ccisd.com

revised 12.12.2018

Final 2025-2026 Budget Amendment

Fund 199

		General Operating Budget	Proposed (Increase) or Decrease	Proposed Amended Budget
	Revenue			
5700	Local Revenue (Property Tax, Investment Interest, Misc. Other)	$ 15,887,929	$ (1,366,544)	$ 17,254,473
5800	State Revenue	$ 78,748,019	$ (1,991,975)	$ 80,739,994
5900	Federal Revenue (Impact Aid, SHARS)	$ 3,432,716	$ -	$ 3,432,716
7900	Other-TASB Insurance	$ 7,916,000	$ (849,840)	$ 8,765,840
	Total Revenue Budget	$ 105,984,664	$ (4,208,359)	$ 110,193,023
	Appropriations			
11	Instructional	$ 53,271,364	$ (1,800,000)	$ 55,071,364
12	Instructional Resources and Media Services	$ 1,045,079	$ -	$ 1,045,079
13	Curriculum & Staff Development	$ 372,308	$ -	$ 372,308
21	Instructional Leadership	$ 4,246,455	$ (50,000)	$ 4,296,455
23	School Leadership	$ 4,193,102	$ (30,000)	$ 4,223,102
31	Guidance, Counseling & Evaluation	$ 3,540,760	$ (110,000)	$ 3,650,760
32	Social Work Services	$ 360,114	$ (15,000)	$ 375,114
33	Health Services	$ 895,621	$ (40,000)	$ 935,621
34	Student Transportation	$ 4,590,754	$ (120,000)	$ 4,710,754
35	Child Nutrition	$ -	-	$ -
36	Extra-Curricular Activities	$ 2,949,934	$ (260,000)	$ 3,209,934
41	General Administration	$ 3,339,511	$ (180,000)	$ 3,519,511
51	Plant Maintenance & Operation	$ 9,967,780	$ (1,303,359)	$ 11,271,139
52	Security & Monitoring Services	$ 1,817,521	$ (150,000)	$ 1,967,521
53	Data Processing Services	$ 3,170,606	$ -	$ 3,170,606
61	Community Services	$ 10,300	$ -	$ 10,300
81	Facilities Acquisition & Construction	$ 24,433,455	$ -	$ 24,433,455
99	Other Intergovernmental Charges	$ 405,100	$ -	$ 405,100
199-00-8911	Transfer to Food Service	$ -	$ (150,000)	$ (150,000)
	Total Appropriations Budget	$ 118,609,764	$ (4,208,359)	$ 122,818,123

Approved: _____ _____

Dr. Brent Hawkins — Date

Approved: _____ _____

Joan Manning, Board President — Date

Final 2025-2026 Budget Amendment

Fund 240

		General Operating Budget	Proposed (Increase) or Decrease	Proposed Amended Budget
	Revenue			
5700	Local Revenue (Property Tax, Investment Interest, Misc. Other)	$ 671,400		$ 671,400
5800	State Revenue	$ 54,000		$ 54,000
5900	Federal Revenue (Impact Aid, SHARS)	$ 4,257,292		$ 4,257,292
	Total Revenue Budget	$ 4,982,692		$ 4,892,692
	Appropriations			
35	Child Nutrition	$ 4,892,692	$ (100,000)	$ 5,082,692
240-7915	Transfer in from General Fund (199)		$ (150,000)	$ 150,000
		$ 4,982,692	$ (100,000)	$ 5,082,692

Approved: _____ _____
Dr. Brent Hawkins Date

Approved: _____ _____
Joan Manning, Board President Date

Approved: _____ -
Dr. Brent Hawkins

Approved: _____ -
Joan Manning, Board President

Final 2025-2026 Budget Amendment

Fund 511

		General Operating Budget	Proposed (Increase) or Decrease	Proposed Amended Budget
	Revenue			
511-00-79	Revenue from Bond Sale	$ -	$ 2,116,487	$ 2,116,487
	Total Revenue Budget	$ -	$ 2,116,487	$ 2,116,487
	Appropriations			
511-71	Debt Service Expense	$ -	$ (1,936,543)	$ 1,936,544
	Total Appropriates Budget	$ -	$ (1,936,543)	$ 1,936,544

Approved: _____ _____

Dr. Brent Hawkins — Date

Approved: _____ _____

Joan Manning, Board President — Date

Board of Trustees

Date of Meeting: August 17, 2026

Item Type: Action

Item Name	Item over $50K - Technology - Classroom Technology- Lightspeed Software (BorderLan Quote-19027 $69,000 - Budgeted Funds)
District Goal	Technology: Create an environment where technology is fully infused in all aspects of our district.
Summary (Purpose/ Objective)	To implement the Lightspeed Systems platform district-wide, with a focus on empowering teachers in the classroom while also ensuring student safety, compliance, and effective technology use. - Lightspeed Filter: Provides AI-driven web filtering across the district. - Lightspeed Classroom: Real-time view of student devices (Chromebooks, laptops) with the ability to lock screens, close distracting tabs, and keep students focused on learning. - Lightspeed Hall Pass: Built-in digital hall pass system available for all campuses. - Lightspeed Insight: Delivers comprehensive reports on software usage across the district, showing who is using it, how often, and the associated costs.
Fiscal Impact	$69,000 Budgeted Technology Funds
Administrative Recommendation	Administration recommends approving the purchase of Lightspeed Software
Attachments	Quote_BorderLan_Lightspeed_19027

Contact Person	Kip Robins, Chief Technology Officer	E-Mail Address	robinsk@ccisd.com

revised 10.03.2016

Invoice

BorderLAN Cybersecurity
950 Boardwalk Street, Suite 300
San Marcos, CA 92078

(855) 945-8100 X500
diane@borderlan.com

Date	Invoice #
9/1/2026	19027
Due on or before	
10/1/2026	

Bill To

Copperas Cove ISD
ATTN: Accounts Payable
408 S Main Street
Copperas Cove, TX 76522

Ship To

Copperas Cove ISD
ATTN: Kip Robins/Daniela Pitts
702 Joe Lombardi Way Bldg 100
Copperas Cove, TX 76522
E: robinsk@ccisd.com

P.O. No.	Terms	Rep	Ship Date	Ship Via
	Net 30	DS	9/1/2026	Electronic

Qty	Item	Description	Rate	Amount
	Payment Agreement	TIPS 260105 YEAR 2 OF 3, ANNUAL INSTALLMENT Subscription 9/1/2025-8/31/2028 This order is a 3-year payment agreement for a total of $207,000.00 . Year 1 amount of $69,000.00 shall be invoiced immediately. Years 2 (9/1/2026) and 3 (9/1/2027) amounts of $69,000.00 shall be due on the first and second anniversaries, respectively.	0.00	0.00
7,800	LS-FLTR	Lightspeed Filter, Alert, Classroom & Digital Software, 3 year Cloud Subscription/Electronic Delivery	8.84615	69,000.00
	Shipping-Cloud Sub./E...	Cloud Subscription/Electronic Delivery	0.00	0.00
	Banking	 Electronic Payments (ACH) Banking Details First Citizens Bank 16536 Bernardo Center Drive San Diego, CA 92128 Account Name: BorderLAN Inc. Account # 001064564803 Routing # 053100300	0.00	0.00

Subtotal	$69,000.00
Sales Tax (0.0%)	$0.00
Total	$69,000.00

Thank you for your business.

Board of Trustees

Date of Meeting: August 10, 2026

Item Type: Action

Item Name	Items Over $50K - Renewal of Skyward Software Licenses for Financial Management, Payroll, Employee Access, Crystal Reports Maintenance, and Student Management. (Sole Source - Budgeted Funds $160,092.78)
District Goal	Budget Management: All stakeholders will optimize resources to enhance student success.
Summary (Purpose/ Objective)	Board policy CH (Local) states"any individual item that costs $50,000 or more, regardless of whether the item is budgeted or competitively purchased, shall require Board approval before a transaction may take place." We request approval to pay Skyward $160,092.78) for Skyward Student ($92,823.78), Skyward Finance ($66,822.00), and Crystal Reports ($447.00) software for September 2026 through August 2027. Funds have been allocated for these Skyward licenses in the 2026-2027 budget and will be paid after September 1, 2026.
Fiscal Impact	$160,092.78 - Budgeted Funds
Administrative Recommendation	Administration recommends approval of the Skyward software licenses for the 2026-2027 fiscal year.
Attachments	2026-2027 Skyward Software Renewal Invoices

Contact Person: Cliff Heath, CFO

E-Mail Address: heathc@ccisd.com

Statement of Account

* Invoice was emailed.

Copy:001
04/01/2026

SKYWARD ACCOUNTING DEPT
2601 SKYWARD DRIVE
STEVENS POINT, WI 54482
Phone: 1-800-236-7274

COPPERAS COVE ISD
ATTN: ACCOUNTS PAYABLE
408 S. MAIN STREET
COPPERAS COVE, TX 76522-5239

Payments received after the statement date are not reflected on this statement.

Invoices

Invoice#	Inv date	Due Date	Invoice Amt	Amount Paid	Amount Due
0000242818	09/01/2026	09/16/2026	66,822.00	0.00	66,822.00
0000244116	09/01/2026	09/16/2026	447.00	0.00	447.00
0000244677	09/01/2026	09/16/2026	92,823.78	0.00	92,823.78
		Totals	160,092.78	0.00	160,092.78

SKYWARD®

Invoice Detail

COPPERAS COVE ISD
ATTN: ACCOUNTS PAYABLE
408 S. MAIN STREET
COPPERAS COVE, TX 76522-5239

Invoice #	0000244677
Invoice Date	09/01/2026
Due Date	09/16/2026
Invoice Total	92,823.78

* Invoice was emailed.

Qty.	Item Description	Unit Price	Extension
7621.00	STUDENT MANAGEMENT CORE (SAAS) - SOFTWARE LICENSE	6.3500	48,393.35
7621.00	SUPPORT FEE - STUDENT MANAGEMENT SUITE	2.2000	16,766.20
7621.00	NEW STUDENT ONLINE ENROLLMENT (SAAS) - SOFTWARE LICENSE	1.1100	8,459.31
7621.00	TEXTBOOK TRACKING (SAAS) - SOFTWARE LICENSE	1.0700	8,154.47
7621.00	STUDENT PROFESSIONAL DEVELOPMENT CENTER (SAAS) - SOFTWARE LICENSE	0.5400	4,115.34
7621.00	LMS/ONE ROSTER API (SAAS) - SOFTWARE LICENSE	0.5300	4,039.13
7621.00	SKYLERT INTERFACE (SAAS) - SOFTWARE LICENSE	0.2800	2,133.88
7621.00	ED-FI GENERAL API (SAAS) - SOFTWARE LICENSE	0.1000	762.10

Software Licenses: 09/01/2026- 08/31/2027

The quantity represents a student count unless a minimum rate applies.

Total Extension **92,823.78**

REMIT TO:

SKYWARD ACCOUNTING DEPT
2601 SKYWARD DRIVE
STEVENS POINT, WI 54482
* Return this bottom portion with payment *

Invoice #	0000244677
Invoice Date	09/01/2026
Payor	COPPERAS COVE ISD
Due Date	09/16/2026 (COPPERTX000)

Invoice Amount: **92,823.78**
Remit Amount:

Please reference Payor Key with remittance. Direct questions to account@skyward.com

SKYWARD®

Invoice Detail

COPPERAS COVE ISD
ATTN: ACCOUNTS PAYABLE
408 S. MAIN STREET
COPPERAS COVE, TX 76522-5239

Invoice #	0000242818
Invoice Date	09/01/2026
Due Date	09/16/2026
Invoice Total	66,822.00

* Invoice was emailed.

Qty.	Item Description	Unit Price	Extension
1.00	BUSINESS SUITE CORE ANNUAL LICENSE FEE	20,574.0000	20,574.00
1.00	PAYROLL ANNUAL LICENSE FEE	9,481.0000	9,481.00
1.00	EMPLOYEE ACCESS ANNUAL LICENSE FEE	7,380.0000	7,380.00
1.00	INVENTORY ANNUAL LICENSE FEE	7,380.0000	7,380.00
1.00	SUBSTITUTE TRACKING ANNUAL LICENSE FEE	5,411.0000	5,411.00
1.00	EMPLOYEE MANAGEMENT ANNUAL LICENSE FEE	5,043.0000	5,043.00
1.00	PEIMS FINANCE ANNUAL LICENSE FEE	3,026.0000	3,026.00
1.00	SALARY NEGOTIATIONS ANNUAL LICENSE FEE	3,026.0000	3,026.00
1.00	BUSINESS PROFESSIONAL DEVELOPMENT CENTER LICENSE	2,230.0000	2,230.00
1.00	PAYROLL IMPORT/EXPORT INTERFACE ANNUAL LICENSE FEE	2,018.0000	2,018.00
1.00	TIME CARD IMPORT INTERFACE ANNUAL LICENSE FEE	1,253.0000	1,253.00

Annual License Fees: 09/01/2026 - 08/31/2027

Total Extension **66,822.00**

REMIT TO:

SKYWARD ACCOUNTING DEPT
2601 SKYWARD DRIVE
STEVENS POINT, WI 54482
* Return this bottom
portion with payment *

Invoice #	0000242818	
Invoice Date	09/01/2026	
Payor	COPPERAS COVE ISD	
Due Date	09/16/2026	(COPPERTX000)

Invoice Amount: **66,822.00**
Remit Amount:

Please reference Payor Key with remittance. Direct questions to account@skyward.com

SKYWARD®

Invoice Detail

COPPERAS COVE ISD
ATTN: ACCOUNTS PAYABLE
408 S. MAIN STREET
COPPERAS COVE, TX 76522-5239

Invoice #	0000244116
Invoice Date	09/01/2026
Due Date	09/16/2026
Invoice Total	447.00

* Invoice was emailed.

Qty.	Item Description	Unit Price	Extension
3.00	CRYSTAL REPORTS MAINTENANCE RENEWAL Quantity represents number of named user/license(s) Maintenance: 09/01/2026 - 08/31/2027 Skyward has an obligation to our 3rd party vendor for the above Maintenance Renewal. The Vendor contract requires notification of any cancellation/termination of maintenance renewal prior to the start of the new term.	149.0000	447.00

Total Extension **447.00**

REMIT TO:

SKYWARD ACCOUNTING DEPT
2601 SKYWARD DRIVE
STEVENS POINT, WI 54482
* Return this bottom portion with payment *

Invoice #	0000244116	
Invoice Date	09/01/2026	
Payor	COPPERAS COVE ISD	
Due Date	09/16/2026	(COPPERTX000)

Invoice Amount: **447.00**
Remit Amount:

Please reference Payor Key with remittance. Direct questions to account@skyward.com

Board of Trustees

Date of Meeting: August 17, 2026

Item Type: Action

Item Name	Item over $50K - District Copier Services
District Goal	Technology: Create an environment where technology is fully infused in all aspects of our district.
Summary (Purpose/ Objective)	Administration recommends Board approval of a five year lease and service agreement with Kirbo's Office Systems in the amount of $16,583 per month, for a total contract value of $198,996 annually. Kirbo's has been the District's copier and managed print services provider for many years and has consistently delivered reliable service and support. The District recently completed a competitive proposal process, during which Kirbo's was evaluated against four other vendors. Based on pricing, service, technology, and overall value, Kirbo's received the highest overall evaluation, reinforcing the strong partnership that has been established with the District. The new agreement includes several enhancements over the current contract, including detailed monthly usage and service reports, districtwide ID badge printing capabilities, and secure cloud printing that allows staff to securely print and retrieve documents from any District copier. These improvements will enhance operational efficiency, strengthen document security, and provide greater flexibility for employees across the District.
Fiscal Impact	$198,996 Budgeted District Funds
Administrative Recommendation	Administration recommends approving the renewal of copier services
Attachments	RFP_2526-004 Kirbos_Copier Services

Contact Person: Kip Robins, Chief Technology Officer

E-Mail Address: kip.robins@ccisd.com

COPPERAS COVE

A Foundation of Excellence • A Future of Success

Copperas Cove ISD

Copier Services RFP2526-004

July 1st, 2026

KIRBO'S OFFICE SYSTEMS Since 1972

PREPARED BY JOSH MORGAN

254-526-6182

JMORGAN@KIRBOS.COM

Copperas Cove Independent School District

RFP 2526-004

Managed Document Services Agreement: This agreement is specifically designed to meet the current and future needs of Copperas Cove ISD. This is a Managed Document Services Agreement for replacing 137 systems installed at various campus locations. An additional 10 systems will be made available to meet immediate or future needs of the district at no additional charge. All systems will be Canon brand to provide likeness, consistency and operator friendliness. This is a campus wide agreement and has the flexibility to change or add equipment to meet the future needs of the campus. All equipment, service, parts, staples and toner will be provided by Kirbo's Office Systems for this agreement. This agreement does not include paper. The agreement term will be a 60-month term. This contract may be extended beyond the sixty-month term on an annual basis if agreed by both parties.

Delivery: There will be no delivery or set-up charges with this equipment. There will also be no removal charges that apply to this contract. Delivery of equipment will be in a timely manner and will be coordinated with CCISD.

Changes: This agreement allows flexibility for changes that might occur on campus. As a Managed Document Services agreement, the contract is not tied to any specific piece of equipment as Kirbo's Office Systems has ownership of the equipment. Equipment beyond the 147 systems can be added to the contract, when changes necessitate, and may incur additional charges depending on the placement.

Charges: The monthly base fee for the 137 copiers is $16,583 and equals an annual charge of $198,996. An annual up-front discount of 4% applies if paid annually, reducing the amount to $191,036.16. The annual total number of Black/White copies is unlimited. All color copies will be billed at $0.04 per copy. Kirbo's Office Systems will provide machines for special events and student registration at no additional charge to the district. Kirbo's Office Systems will stock parts and supplies locally to support this contract. Kirbo's Office Systems will guarantee an average two-hour response time for all service issues. All equipment is guaranteed to operate per manufacture specifications.

Equipment Specifications: All Canon systems will meet the following requirements

- Unlifow Cloud application (Currently being used at select campus locations)
    - Follow me printing, reporting, historic usage, card or PIN access to machine.
    - District wide implementation to be installed by Canon Professional Services (Uniflow software engineer) at no charge to the district.
- Secure Print Release
- Finishing options include stapling, multiple paper drawers, card readers, hole punch and configured to meet or exceed current fleet configurations. ***See Exhibit A***
- Kirbo's Office Systems' definition of service response time is that a technician will physically be onsite with the consumable parts to repair the system. Kirbo's treats every service call with high importance, no matter the issue at hand.

Kirbo's Office Systems, LLC	Copperas Cove ISD
_____	_____
Title	Title
_____	_____
Date	Date
_____	_____

Exhibit A - Equipment Schedule

Building	Model Series	Model Size	BW/Color	Configuration
Administration Upstairs				
Dir of Curriculum	50 ppm	A4	BW	Two Trays, Cabinet Stand
Dir of SPED	50 ppm	A4	BW	Two Trays, Cabinet Stand
CURRICULUM	65 ppm	A3	C	External Staple Finisher Hole punch
SPED	50 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
STUDENT SVCS	50 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
Business Office 1	40 ppm	A4	BW	One tray
Business Office 2	40 ppm	A4	BW	One tray
HUMAN RESOURCE	50 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
Administration Downstairs				
Superintendant	35 ppm	A4	C	Two Trays, Cabinet Stand
Board Room	35 ppm	A4	C	Two Trays, Cabinet Stand
Business Admin	70 ppm	A3	C	External Staple Finisher Hole punch
Bus Barn	40 ppm	A4	BW	Two Trays, Cabinet Stand
Mail Student Records	50 ppm	A4	BW	Two Trays, Cabinet Stand
Child Nutrition 1	50 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
Child Nutrition 2	50 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
SPED 2	50 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
MAINTENANCE	35 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
ADMIN Outlining				
TECHNOLOGY	60 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
AVE E CIC	50 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
WAREHOUSE	45 ppm	A3	BW	Inner Staple Finisher, Hole Punch, 4 trays
District Training	50 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
Central Texas Innovation Academy				
OFFICE	35 ppm	A4	C	Two Trays, Cabinet Stand
PRINCIPAL'S	35 ppm	A4	C	Two Trays, Cabinet Stand
WORKROOM	60 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
COUNSELOR'S	50 ppm	A4	BW	Two Trays, Cabinet Stand
CREDIT RECOVERY	50 ppm	A4	BW	Two Trays, Cabinet Stand
W WING	75 ppm	A3	C	External Staple Finisher Hole punch
CAFETERIA	40 ppm	A4	BW	One tray
D WING	45 ppm	A3	BW	Inner Staple Finisher, Hole Punch, 4 trays
CCHS				
RECEPTION	35 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
DR SCHUCK	40 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
NURSE	40 ppm	A4	BW	One tray
FOREIGN LANG	35 ppm	A4	BW	Inner Staple Finisher, Hole Punch, 4 trays
LIBRARY	40 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
CHOIR-FINE ARTS	25 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
9TH GRADE	40 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
10TH GRADE	40 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
11TH GRADE	40 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
12TH GRADE	40 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
ENGLISH	35 ppm	A3	BW	Inner Staple Finisher, Hole Punch, 4 trays
BAND HALL	50 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
BOOKROOM 1	80 ppm	A3	BW	External Staple Finisher Hole punch
BOOKROOM 2	95 ppm	A3	BW	External Staple Finisher Hole punch
BOOKROOM 3	25 ppm	A4	BW	Two Trays, Cabinet Stand
MS BATY	50 ppm	A4	C	Two Trays, Cabinet Stand
CAFETERIA	40 ppm	A4	BW	One tray
MATH	55 ppm	A3	BW	External Staple Finisher Hole punch
ATHLETICS ANNEX	45 ppm	A4	BW	One tray
ATHLETICS OFFICE	35 ppm	A4	C	Two Trays, Cabinet Stand
ATHLETICS	60 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
STUDENT SVCS	50 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
SPED	40 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays

SCIENCE	55 ppm	A3	BW	External Staple Finisher Hole punch
IPL	50 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
Social Studies	40 ppm	A4	BW	One tray
CCHS GYM	50 ppm	A4	BW	Two Trays, Cabinet Stand
CAREER	50 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
COVE JUNIOR HIGH				
OFFICE	50 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
Principal's Office	40 ppm	A4	BW	One tray
A P Wheeler	40 ppm	A4	BW	One tray
Counselor Derick	40 ppm	A4	BW	One tray
Counselor 1	40 ppm	A4	BW	One tray
Counselor 2	40 ppm	A4	BW	One tray
Counselor Office	50 ppm	A4	BW	Two Trays, Cabinet Stand
Academic Advisory	35 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
Nurse	50 ppm	A4	BW	Two Trays, Cabinet Stand
Room 102	65 ppm	A3	BW	External Staple Finisher Hole punch
Room 107	35 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
Library	50 ppm	A4	BW	Two Trays, Cabinet Stand
SPED	35 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
Room 209	85 ppm	A3	BW	External Staple Finisher Hole punch
Room 210	85 ppm	A3	BW	External Staple Finisher Hole punch
Room 302	55 ppm	A3	BW	External Staple Finisher Hole punch
Lab 312	50 ppm	A4	BW	Two Trays, Cabinet Stand
Lab 410	50 ppm	A4	BW	Two Trays, Cabinet Stand
Bandhall	50 ppm	A3	BW	Inner Staple Finisher, Hole Punch, 4 trays
CAFETERIA	40 ppm	A4	BW	One tray
Sec to Principal		LargeFormat		
SC Lee JUNIOR HIGH				
OFFICE	50 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
OFFICE 2	105 ppm	A3	BW	External Staple Finisher Hole punch
COUNSELOR	40 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
NURSE	50 ppm	A3	BW	Inner Staple Finisher, Hole Punch, 4 trays
SPED	35 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
6TH GRADE	40 ppm	A3	BW	Inner Staple Finisher, Hole Punch, 4 trays
8TH GRADE	50 ppm	A4	BW	Two Trays, Cabinet Stand
RM 127	40 ppm	A3	BW	Inner Staple Finisher, Hole Punch, 4 trays
RM 225	40 ppm	A3	BW	Inner Staple Finisher, Hole Punch, 4 trays
BANDHALL	40 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
COOKING LAB	40 ppm	A3	BW	Inner Staple Finisher, Hole Punch, 4 trays
CAFETERIA	40 ppm	A4	BW	One tray
6th grade WR	95 ppm	A3	BW	External Staple Finisher Hole punch
8th grade WR	95 ppm	A3	BW	External Staple Finisher Hole punch
Fairview-Jewell Elem				
OFFICE 1	50 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
OFFICE 2	40 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
WORKROOM 1	105 ppm	A3	BW	External Staple Finisher Hole punch
ROOM 227	40 ppm	A4	BW	Two Trays, Cabinet Stand
ROOM 122	40 ppm	A4	BW	Two Trays, Cabinet Stand
ROOM 210	40 ppm	A4	BW	Two Trays, Cabinet Stand
ROOM 108	40 ppm	A4	BW	Two Trays, Cabinet Stand
CAFETERIA	40 ppm	A4	BW	One tray
ROOM 106	60 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
Williams-Ledger Elem				
OFFICE	60 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
WORKROOM 1	86 ppm	A3	BW	External Staple Finisher Hole punch
WORKROOM 2	55 ppm	A3	BW	Inner Staple Finisher, Hole Punch, 4 trays
OFFICE	50 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
WORKROOM	95 ppm	A3	BW	External Staple Finisher Hole punch
CAFETERIA	40 ppm	A4	BW	One tray
Martin Walker Elem				
OFFICE	50 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays

WORKROOM 1	95 ppm	A3	BW	External Staple Finisher Hole punch
WORKROOM 2	80 ppm	A3	BW	External Staple Finisher Hole punch
ROOM 34	40 ppm	A4	BW	Two Trays, Cabinet Stand
CAFETERIA	40 ppm	A4	BW	One tray
CTE ANNEX	35 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
Hattie Halstead Elem				
OFFICE	50 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
WORKROOM 1	105 ppm	A3	BW	External Staple Finisher Hole punch
RM 1	50 ppm	A3	BW	Inner Staple Finisher, Hole Punch, 4 trays
RM 208	45 ppm	A3	BW	Inner Staple Finisher, Hole Punch, 4 trays
RM 33	45 ppm	A3	BW	Inner Staple Finisher, Hole Punch, 4 trays
CAFETERIA	40 ppm	A4	BW	One tray
House Creek Elem				
OFFICE	60 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
WORKROOM #1	95 ppm	A3	BW	External Staple Finisher Hole punch
WORKROOM #2	80 ppm	A3	BW	External Staple Finisher Hole punch
CAFETERIA	40 ppm	A4	BW	One tray
Clements-Parsons Elem				
Clements Office	60 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
Rm 100	35 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
Rm 202	40 ppm	A4	BW	Two Trays, Cabinet Stand
Workrm 1	95 ppm	A3	BW	External Staple Finisher Hole punch
Workrm 2	80 ppm	A3	BW	External Staple Finisher Hole punch
Rm 403 ARD	40 ppm	A4	BW	Two Trays, Cabinet Stand
Rm 408	40 ppm	A4	BW	Two Trays, Cabinet Stand
Parsons Office	50 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
Workrm 1	85 ppm	A3	BW	External Staple Finisher Hole punch
Workrm 2	55 ppm	A3	BW	External Staple Finisher Hole punch
CAFETERIA	40 ppm	A4	BW	One tray
Mae Stevens Early Learning Academy				
OFFICE	50 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
WORKROOM #1	60 ppm	A3	C	Inner Staple Finisher, Hole Punch, 4 trays
WORKROOM #2	85 ppm	A3	BW	External Staple Finisher Hole punch
CAFETERIA	40 ppm	A4	BW	One tray

REFERENCES

List at least three references (Texas School District or other Texas public entity) the District may contact with respect to your companies work performance within the past three years. For each reference, include a contact in both the client's Finance and Legal areas:

Name of Client Unifversity of Mary Hardin-Baylor	
Contact's Name and Title Jessica Hlavinka - Copy Services Manager	Your firm's Role with Client Copier/MPS Vendor 48 devices
Street Address	City, State, Zip Code Belton, TX
Phone Number 254-295-4218	Length of Time 19 years

Name of Client San Angelo ISD	
Contact's Name and Title Jason A. Henry- Director of Purchasing	Your firm's Role with Client Copier/MPS Vendor
Street Address 1621 University Ave	City, State, Zip Code San Angelo, TX 76904
Phone Number 325-947-3759	Length of Time 18 years 154 devices

Name of Client Stephenville ISD	
Contact's Name and Title John Briese	Your firm's Role with Client Copier/MPS Vendor
Street Address	City, State, Zip Code Stephenville, TX 76401
Phone Number 254-968-2476	Length of Time 15 + years 42 devices

CANON'S OUTSTANDING CLOUD OUTPUT MANAGEMENT SOLUTION

WINNER 8 YEARS IN A ROW!



2026 PICK AWARD

- **Centralized Cloud Management**
- **Remote Device Access**
- **Secure Pull Printing**
- **uniFLOW Online Virtual Printer App**
- **Scan Workflows**
- **Supported Scan Destinations**

uniFLOW online

"uniFLOW Online delivers the modern, cloud-managed experience organizations expect, with security and usability that are second to none."

— Keith Haas, Solutions Analyst in Keypoint Intelligence's Workplace Group

Canon

KEYPOINT INTELLIGENCE

usa.canon.com/awards

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01/26-25-3201-12828



CLOUD PRINTING AND SCANNING

Control Access
Control Costs

uniFLOW Online

uniFLOW Online is a cloud-based printing, scanning, and accounting solution that's easy to configure and secure. The solution extends the standard functionality of MEAP-enabled imageFORCE, imageRUNNER ADVANCE DX, imagePRESS Lite, and compatible imageCLASS X models by adding My Print and Scan Anywhere, mobile printing, and more, to support users whether they're in the office or at home.

- Flexible Authentication
- Secure Printing
- Mobile Printing
- Document Scanning
- Cost Tracking
- Cloud Infrastructure

uniFLOW Online Cloud Print & Scan

Designed for business environments of any size, uniFLOW Online can help reduce and allocate printing costs, limit unauthorized access to printed documents, improve office productivity, and enable central control of printing, scanning, copying, and faxing.

Flexible Authentication

Users are required to authenticate to gain access to their compatible Canon device using one of the following:

- Proximity Card*
- PIN Code
- Image Log-in and Optional PIN Code
- Department ID

Secure Printing

Users' print jobs can be retrieved at whichever networked and supported Canon models they choose, and print jobs are only released after authenticating at the device unless set up otherwise by an Administrator. Secure Print options include:

- SmartClient
- Universal Output Queue
- Print From Cloud
- Chrome Extension
- Universal Print by Microsoft®
- Direct Secure Print
- Delegation Printing

Mobile Printing

Users can submit print jobs from their networked, compatible PCs, smartphones, tablets, or the Mobile Print & Scan App, and print job submissions will follow them from one compatible device to another. Features include:

- uniFLOW Online Print & Scan App
- Mobile Printing for Guests
- Email Printing
- Web Upload

Print From Cloud

Users can print from connected cloud services** using folder browsing and finishing options on supported Canon devices. Cloud services include:

- Dropbox
- Evernote®
- Box
- Google Drive™
- Microsoft SharePoint® Online
- Microsoft Teams
- Microsoft OneDrive®/ Microsoft OneDrive® for Business

Document Scanning

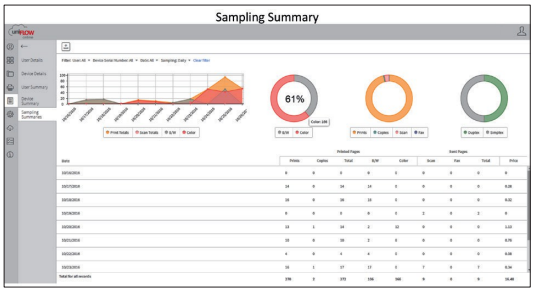
Users can scan documents directly from any supported Canon model using the lean and intuitive user interface. Single sign-on to any of the following:

- Secure "Scan-to-Myself"
- Scan to Email with Exchange Online
- Google Drive
- Microsoft OneDrive/ Microsoft OneDrive for Business
- Microsoft Teams
- Therefore™ Online
- Evernote
- Box
- Microsoft SharePoint Online
- Dropbox
- Scan to Local Network Folders
- Scan to Desktop PC

Cost Tracking

Administrators can use the comprehensive uniFLOW Online Dashboard to view valuable analytical information. Device activity costs can be allocated to users or departments. If needed, administrators can even create different projects or cases under the cost center menu so that users can charge their print, scan, or copy charges accordingly. Reporting and tracking options include:

- Accounting
- Cost Centers
- Budgeting
- Reporting



Cloud Infrastructure

There's no requirement for local uniFLOW servers, and configuration and management of the system take place in the cloud.

* Canon systems, Universal Login Manager, Proximity Card Readers, and Cards are sold separately.

** Subscription to a third-party cloud service required. Subject to third-party cloud service provider's Terms and Conditions.

uniFLOW Online Cloud Image Processing

Cloud Image Processing adds robust scanning features designed to optimize your processes for scanned documents by directly sending them to a variety of scan destinations with enhanced image quality, compression, and document security.

Capture

Digitalizing documents in a structured and secure manner reduces error-prone manual interaction while optimizing processes and security measures. Users can alter scan options at the device and are able to browse through the root of their selected destination to select a folder. Access to scan profiles can be restricted to individual users or groups.



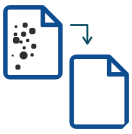
Distribute

Users can scan documents directly from any supported Canon model using the intuitive user interface and single sign-on to any of the following:

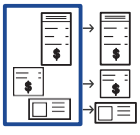
- Secure "Scan-to-Myself"
- Scan to Email with Exchange Online
- Scan to Local Network Folders
- Scan to Desktop PC
- Google Drive
- Microsoft OneDrive/Microsoft OneDrive for Business
- Therefore Online
- Microsoft Teams
- Evernote
- Box
- Microsoft SharePoint Online
- Dropbox
- Concur

Powerful Scan Processing

Users can benefit from optimized scan processes including the following:



Despeckling. After receiving the scan, image quality can be enhanced through despeckle and deskew operations.



Receipt Scanning (multicrop). Receipts and business cards can automatically be extracted and rotated and scanned images can be converted to editable and searchable documents.



File Compression. Scanned files can be compressed to a fraction of the actual file size without having a major impact on image quality.



Encrypted PDF. To increase document security, scanned documents can be saved as encrypted PDF files.

Automated Document Filing

uniFLOW Online's core document processing capabilities are enhanced and expanded in order to automate the process of digitizing documents.

Filing Assist. Using preconfigured workflows, users can scan batches of repetitive documents to popular cloud services. The documents are named, converted, and filed according to predefined rules and information within the document.

My Filing Assist. Ideal for ad hoc scanning of single, one-off documents for individual users. After scanning the document, the user selects the scan destination, target folder, and file format once back at their desk.

Validate from Workstation. Scans are available in the uniFLOW Online Scan Center. Users can check if the prepopulated file name and metadata are correct. Where errors are detected, the preview can be opened to edit the OCR result or select a different OCR block to make corrections. Once confirmed, documents are submitted to their final destination by hitting the "Send" button.

uniFLOW Online Benefits

Limit Unauthorized Usage

Administrators can restrict printer access to authorized users. Plus, with function-level access, log-in is only required for specific functions at the device.

Control Print, Scan, Copy, and Fax Costs

Authenticating and releasing print jobs when only at the device helps reduce print costs. Tracking expenditures by users and departments helps pinpoint excessive spending.

Enable Outstanding Office Productivity

Employees can print from compatible mobile device* and connected cloud services and scan directly from any supported Canon model for greater office workflow flexibility. Secure Print jobs can be modified prior to printing to help save valuable time.

Address Regulatory Compliance

To address GDPR compliance, a user's personal data can be deleted and accounting data in reports can be made anonymous. A user's data can be collected and shared or deleted by the administrator upon request, helping to achieve GDPR processes such as the "Right of Access by a User" and the "Right to be Forgotten."

Help Secure Confidential Documents

Using a single driver, users can print confidential documents via any supported Canon model where unauthorized access can be limited due to authentication requirements.

Support Environmental Goals

Encouraging users to print only what's needed and allowing finishing options to be changed at a compatible Canon device prior to printing saves paper and energy.

* Compatible mobile devices are those that have the capability of sending an email.

imageFORCE imageRUNNER ADVANCE DX imageCLASS X imagePRESS Lite



uniFLOW Online
Outstanding Cloud Output Management Platform

Canon

usa.canon.com/business

Canon products offer certain security features, yet many variables can impact the security of your devices and data. Canon does not warrant that use of its features will prevent security issues. Nothing herein should be construed as legal or regulatory advice concerning applicable laws; customers must have their own qualified counsel determine the feasibility of a solution as it relates to regulatory and statutory compliance. Subscription to a third-party cloud service required. Subject to third-party cloud service provider's Terms and Conditions. Canon, imageRUNNER, imageCLASS, and imagePRESS are registered trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. uniFLOW is a registered trademark of NT-ware Systemprogrammierung GmbH. Microsoft and Azure are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries. All other referenced product names and marks are trademarks of their respective owners. Specifications and availability subject to change without notice. Not responsible for typographical errors.
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01/26-0120-10480

SECTION II

Copperas Cove ISD Forms

NOTICE TO BIDDER

RFP RESPONSE FORM

The undersigned, in submitting this RFP and endorsement of same, represents that he/she is authorized to obligate his/her firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, national origin, sexual orientation, or age or disability unrelated to job performance of this RFP; and that he/she has read this entire RFP package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ***all*** sections of this RFP. Must be in ink to be considered responsive.

SUBMIITTD BY:

Firm: Kirbo's Office Systems, LLC
(Official Firm Name)

By:

Name (Ty d or Prin Name)

Title: (Type or Printed Title)

Date:

Address:

City/ST/Zip:

Phone#:

Fax#:

Email: Taxpayer Identification#:-------

I have read these standard terms and conditions and fully understand them, and will fully execute them, if I am awarded this proposal.

Josh MORGAN — Print - Type Name of Company Officer

Account Manager — Title

Signature

6-30-2026 — Date

Copperas Cove ISD Purchasing Department

408 S Main St, Copperas Cove, TX 76522 Phone (254) 547-1227

Vendor Information

Please complete and return to purchasing@ccisd.com

Company Name: Kirbo's Office Systems EIN/SSN: _____

Physical Address: 617 E. Veteran Memorial Blvd

City: Harker Heights State: TX Zip: 76548

Contact Name: Josh Morgan Title: Account Manager

Phone: 254-977-3615 Email: Jmorgan@kirbos.com Web: www.Kirbos.com

Order Address: 617 E. Veteran Memorial Blvd

City: Harker Heights State: Tx Zip: 76548

Order Phone: 254-526-6182 Fax: _____

Email: customercare@kirbos.com

AP Remit Address: P.O. Box 2249

City: Brownwood State: TX Zip: 76804

E-mail for remittance: customercare@kirbos.com

ACH Instructions:

If you would like to be set up for ACH payments, please provide a letter from your bank on their letterhead with account information.

Area(s) of procurement which your company is requesting consideration: (check all that apply)

- ☐ Contract Service
- ☐ Instructional
- ☐ Athletic
- ☐ Fundraisers
- ☐ Professional Dev/Assn
- ☐ Transportation
- ☐ Awards
- ☐ Maintenance

Does your company have an awarded contract with a purchasing co-op? (i.e. BuyBoard, DIR, TIPS etc.)

Yes ☐ No ☒

If yes, please list:

Cooperative Name: DIR ,Percent Discount _____

Contract number:,_____Expiration: _____ __

Contact Name: Title: _____

Phone: _____

Email: _____

FELONY CONVICTION NOTICE FORM

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034.

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Kirbo's Office Systems LLC

VENDOR'S NAME ----------

Josh Morgan

AUTHORIZED COMPANY OFFICIAL'S NAME:_____

A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Company Official:_____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: □ □ --d-- □ -- □ -w----------

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s)_· ----------

(Attach additional sheet if necessary)

Details of Conviction(s):_____

(Attach additional sheet if necessary)

Signature of Company Official-·_____

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services. Vendors receiving awards of contacts and all sub recipients must certify that the organization and its principals are not suspended or debarred.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.

Your signature also certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal 0MB, A-102, Common Rule (_.36)

Kirbo's Office Systems LLC

Vendor Name: ----------

Josh Morgan

Authorized Company Official's Name: _____

Account Manager

Title of Authorized Representative: _____

Jmorgan@kirbos.com

Email Address: ----------

Signature of Authorized Company Official: _9:H-_d□---"□'----------

Date_·_____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business **with** local governmental **entity**

This questionnaire refl9cts changes made to the law by H.B. 23, 84th Lsg., Regular Session.

This Ql.'estionnaire is being ffied in accordance with Chap1er 176. Local Governm1mt *Code.* by a vendor who has a business relationship as defined by Section 176.001(1-aJ With a local gwernmental entity ar.d the vendor moots requirements UOOO! Section 176.006{a).

By law 11\isquesoonnaire mus1be filoo with the r8CO!ds administrator of the local governmental entity not later lhan the 7th business day attar the date lhe vendor beoomes aware ol laas that require the suuement to be food. See Section 176.00..(a-t). Local Govemmeni Code.

A vendor commits an offense ii the vendor koowing;y viola!□ Section 176.006. Local Government Code. An offense **und8f** 1his section is a rrisdemeanor.

OFACE USEONLY

D3le R!!-:lli\-,d

l!J Na1119 of vendor who has a business relationship with local governmental entity.

Check lhis boxif youore filing onupdale too pmviousty filed quesUonnair&. (The law requires that you me an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which **you** became aware that the originally filed questionnaire was incomplete or inaccurate.)

!!J **Na1119 of local government officer about whom the Information is being disclosed.**

Copperas Cove Independent School District

Name of Officer

□ **Describe each employll19nt or other business relationship with the local government officer, or a family member of the** officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts **A and B** for each employment or business relationship described. Attach additional pages to this Form **CIQ as necessary.**

YOU MUST SELECT ONE FOR BOTH A AND B

A. Is the local government officer or a family member of the officer receiving or likely lo receive taxab!e income. other than investment income. from the vendor?

Oves jQNo

B. Is the vendor receiving or likely to receive taxable income. other than investment income. from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Oves □No

□ **Describe each employment or business relationship that the vendor named In Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership inleresl of one percent or more.**

.£.I Check th1s box if *the* vendor has given *the* local government officer or a family member of *the* officer one or more gifts as descriood in Section 176.003(a)(2)(B). excluding gilts described in Section 176.003(a-1).

2'.J

oi ,,,.,.,.,,ea• □ Ciat9

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Federal Executive Order 12549 requires the **Copperas Cove Independent School District (Dis1ric1)** to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and vol.untary ei;clusion. Each covered contractor/grantee must also screen each of its covered subcontractors/providers.

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant.

By signing and submitting this certification the potential contractor/grantee accepts the following terms:

I. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the District may pursue available remedies, including suspension and/or debarment.

2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.

4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the District, as applicable.

Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract? DYES **0** **NO**

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.

6. A contractor/grantee may rely upon a certification of a potential subcontrac1or/subgrantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.

7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is noimally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government or District may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Indicate which statement applies to the covered potential contractor/grantee:

The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.

The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE _____

VENDOR ID NO./FEDERAL EMPLOYER'S ID NO. _____

DUNS Number: _____ __

CAGE Code: _____

Josh Morgan

_____
Signature of Authorized Representative

Josh Morgan
Printed/Typed Name of Authorized Representative

_____
Date

THIS CERTIFICATION IS FOR FY 2026, PERIOD BEGINNING September 1, 2025 and ENDING August 31, 2026.

8/2025 CH

EDGAR CERTIFICATIONS
ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when Copperas Cove Independent School District ("CCISD") expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and** Kirbo's Office Systems LLC **("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 currently set at $150,000, 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.

Pursuant to Federal Rule (A) above, when CCISD expends federal funds, CCISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES /____*h1,;* Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when CCISD expends federal funds, CCISD reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. CCISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if CCISD believes, in its sole discretion that it is in the best interest of CCISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by CCISD as of the termination date if the contract is terminated for convenience of CCISD. Any award under this procurement process is not exclusive and CCISD reserves the right to purchase goods and services from other vendors when it is in CCISD's best interest.

Does Vendor agree? YES/ *h1,;* Initials of Authorized Representative of Vendor

(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-l.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."**

Pursuant to Federal Rule (C) above, when CCISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES :t: *h1,;* Initials of Authorized Representative of Vendor

(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 sub recipient 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.

Pursuant to Federal Rule (D) above, when CCISD expends federal funds during the term of an award for all contracts and sub grants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES ;r frv Initials of Authorized Representative of Vendor

(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.

Pursuant to Federal Rule (E) above, when CCISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by CCISD resulting from this procurement process.

Does Vendor agree? YES /____:..rv Initials of Authorized Representative of Vendor

(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 sub recipient 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 sub recipient 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by CCISD, Vendor certifies that during the term of an award for all contracts by CCISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES £ 1'rv Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-767lq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants 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).

Pursuant to Federal Rule (G) above, when federal funds are expended by CCISD, Vendor certifies that during the term of an award for all contracts by CCISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES/ *ht,,* Initials of Authorized Representative of Vendor

(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 government wide exclusions in the System for Award Management (SAM), in accordance with the 0MB 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by CCISD, Vendor certifies that during the term of an award for all contracts by CCISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES/ *ht,.* Initials of Authorized Representative of Vendor

(1) **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.**

Pursuant to Federal Rule (I) above, when federal funds are expended by CCISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by CCISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does Vendor agree? YES /___***ht,.*** Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by CCISD 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 sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES *:t'* J-n.Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When CCISD 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).

Does Vendor agree? YES/: *ht,* Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of CCISD 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 nondiscrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES/ *ht,* Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

CCISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is ih compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES *rJf ht,* Initials of Authorized Representative of Vendor

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.

Does Vendor agree? YES *;r ht,* Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

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

Does Vendor agree? YES ;t' Jn,, Initials of Authorized Representative of Vendor

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIF/CALLY NOTED ABOVE.

Vendor's Name: Kirbo's Office Systems LLC

Address, City, State, and Zip Code: 617 E. Veteran Memorial Blvd

Phone Number: 254-526-6182 Fax Number: _____

Printed Name and Title of Authorized Representative: Josh Morgan

Email Address: Jmorgan@kirbos.com

Signature of Authorized Representative: _____

Date: _____

Board of Trustees

Date of Meeting: August 17, 2026

Item Type: Action

Item Name	Consider and Take Action on the Adoption of the 2026 - 2027 Fiscal Year Budget
District Goal	Budget Management: All stakeholders will optimize resources to enhance student success.
Summary (Purpose/ Objective)	The Administration is proposing a budget for the 2026 - 2027 fiscal year as follows: Maintenance & Operations: $93,808,919 Debt Service: $5,581,944 Food Service: $5,248,142 The total proposed tax rate is $1.05490 $0.75750 per $100 valuation for Maintenance & Operations $0.29740 per $100 valuation for Interest & Sinking (Debt Service) Legally required public notice has been posted, a presentation summarizing the proposed budget has been delivered, and the public hearing has been completed.
Fiscal Impact	The District is not authorized to spend any funds until the budget is adopted. By adopting the budget, the Board authorizes expenditures for September 1, 2026 to August 31, 2027 as set forth in the budget.
Administrative Recommendation	The Administration recommends the approval of the proposed 2026 - 2027 budget as presented.
Attachments	Fiscal Year 2026-2027 Budget (Funds 199, 240, 511)

Contact Person: Cliff Heath, CFO

E-Mail Address: heathc@ccisd.com

revised 12.12.2018

8.11.2026

CCISD Proposed 2026-2027 Budget

Fund 199 Revenues	2026-2027 Proposed Budget
57XX - Local	$ 16,526,162
58XX - State	$ 76,835,757
59XX - Federal	$ 600,000
Total Fund 199 Revenues	**$ 93,961,919**
Fund 199 Expenditures	**2026-2027 Proposed Budget**
Total Function 11 - Instruction	$ 53,512,855
Total Function 12 - Instructional Resources & Media Services	$ 888,671
Total Function 13 - Curriculum Development & Instructional Staff Dev.	$ 394,572
Total Function 21 - Instructional Administration	$ 3,722,639
Total Function 23 - Campus Leadership	$ 4,209,306
Total Function 31 - Guidance/Counseling/Evaluation Services	$ 3,053,081
Total Function 32 - Social Work Services	$ 196,479
Total Function 33 - Health Services	$ 854,425
Total Function 34 - Student Transportation	$ 4,148,868
Total Function 36 - Cocurricular/Extra-Curricular Activities	$ 2,982,579
Total Function 41 - General Administration	$ 3,692,918
Total Function 51 - Plant Maintenance & Operations	$ 11,473,025
Total Function 52 - Security & Montioring Services	$ 1,774,277
Total Function 53 - Data Processing Services	$ 2,653,124
Total Function 61 - Community Services	$ -
Total Function 81 - Facilities, Acquisition, and Construction	$ -
Total Function 99 - Other Intergovenmental	$ 405,100
Total Fund 199 Expenditures	**$ 93,961,919**
Total Fund 199 Revenues Less Total Fund 199 Expenditures	$ -
Fund 240 Revenues, Function 35	**2026-2027 Proposed Budget**
57XX - Local	$ 124,238
58XX - State	$ 105,000
59XX - Federal	$ 5,018,904
Total Fund 240 Revenues	**$ 5,248,142**
Fund 240 Expenditures, Function 35	**2026-2027 Proposed Budget**
61XX - Salaries	$ 2,271,441
62XX - Contracted Services	$ 310,142
63XX - Supplies & Materials	$ 3,748,717
64XX - Other Exp./Travel	$ 60,700
66XX - Captital	$ 57,142
Total Fund 240 Expenditures	**$6,448,142**
Total Fund 240 Revenues Less Total Fund 240 Expenditures	$ (1,200,000)
Fund 511 Revenues, Function 71	**2026-2027 Proposed Budget**
57XX - Local	$ 5,581,944
58XX - State	$ -
Total Fund 511 Revenues	**$ 5,581,944**
Fund 511 Expenditures, Function 71	**2026-2027 Proposed Budget**
65XX - Debt Service	$ 5,581,944
Total Fund 511 Expenditures	**$ 5,581,944**
Total Fund 511 Revenues Less Total Fund 511 Expenditures	$ -

Tax Rates:	
M&O	0.75750
I&S	0.29740
Total	**$1.05490**

Board of Trustees

Date of Meeting: August 17, 2026

Item Type: Action

Item Name	Consider and Take Action on a Resolution to Set the Tax Rate for Copperas Cove Independent School District Tax Year 2026
District Goal	Budget Management: All stakeholders will optimize resources to enhance student success.
Summary (Purpose/ Objective)	After adopting the budget authorizing expenditures for the period of September 1, 2026 to August 31, 2027, the Board adopts a tax rate to fund the budget. At the public meeting held on August 4, 2026, the District proposed a tax rate on $100 valuation for the 2026 Tax Year (2026 2027 District Fiscal Year) as follows: Maintenance & Operations: $0.757500 Interest & Sinking (Debt Service): $0.29740 Total Tax Rate: $1.0549
Fiscal Impact	Levy Tax Rate to support the CCISD 2026-2027 Fiscal Year budgets for Maintenance & Operations and Interest & Sinking (Debt Service)
Administrative Recommendation	Administration recommends approval of the attached ordinance levying a tax rate for the Copperas Cove Independent School District Tax Year 2026 (CCISD 2026-2027 Fiscal Year)
Attachments	Resolution to Set the 2026 Tax Year Tax Rate

Contact Person: Cliff Heath, CFO

E-Mail Address: heathc@ccisd.com

Resolution of the Board to Set Tax Rate

For Copperas Cove Independent School District for the Tax Year 2026

Date: August 31, 2026

On this date, we, the Board of Trustees of the Copperas Cove Independent School District, hereby levy or set the tax rate on $100 valuation for the District for the tax year 2026 at a total tax rate of $1.0549, to be assessed and collected by the duly specified assessor and collector as follows:

$0.75750 for the purpose of maintenance and operations, and
$0.29740 for the purpose of payment of principal and interest on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

Signed:

_____ _____

Joan Manning, CCISD Board President Date

Attest:

_____ _____

John Gallen, CCISD Vice President Date

Copperas Cove ISD
408 S. Main St.
Copperas Cove, TX 76522

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