

**Medina Valley Independent School District
Board of Trustees
Regular Meeting on Monday, June 24, 2024 at 6:00 PM
Medina Valley ISD Central Office Board Room**

A Regular Board Meeting of the MVISD Board of Trustees was held on Monday, June 24, 2024, beginning at 6:00 PM at/on Medina Valley ISD Central Office Board Room.

I. First Order of Business

- A Call Meeting to Order
- B Establish a Quorum
- C Pledge of Allegiance to the Flag followed by a moment of silence

II. Public Comment

At Regular Board Meetings the Board shall permit public comment on any topic. At all other Board Meetings public comments will be limited to items on the agenda posted with the notice of the meeting. All Public Comments are limited to 5 minutes.

III. Announcements/Communications/Presentations

- A Board Committee Reports
 - Finance Committee
 - Construction Committee
 - Curriculum Committee
 - Safety and Security Committee
- B Construction Briefing
 - Silos Elementary
 - High School #2
 - Medina Valley High School Stadium Turf Project
- C Financial Briefing 3
 - General Fund Financial Statement
 - Child Nutrition Financial Statement
 - Debt Service Fund Financial Statement
 - Bond 2023 Capital Projects Report
- D Superintendent Briefing 8
 - Student Achievements
 - Staff Achievements
 - District Enrollment Numbers
- E Presentation of the 2023-2024 SHAC Report and Triennial Assessment 17
- F Presentation of STARR Scores for 2023-2024 33
- G First Reading for District Initiated Policy Revision to DEE (Local) 54

IV. Discussion and Possible Action Items

- A Consider Approval of Minutes for the Regular Board Meeting on May 30, 2024, and the Special Board Meeting on June 10, 2024 and June 19, 2024 58
- B Consider Approval of Appointment of Community SHAC Members for 2024-2025 70
- C Consider Approval of District Initiated Local Policy Revision for DNA (Local) 71
- D Consider Approval for the Purchase of the Age of Learning Software Program for \$88,900.00 73
- E Consider Approval of the agreement and purchase of Newsela ELA, Social Studies, and Formative Gold in the amount of \$194,482.00 for 2 years (\$97,241.00 per year) 80
- F Consider Approval of the 2024-2025 year Agreement for services with Assessment Intervention Management, LLC (AIM), not to exceed the amount of \$200,000.00 126

V. Closed Session

- A Consultation with Attorney (TX Govt. Code Section 551.071)
- B Personnel Matters: Resignations, Retirements, Leaves of Absence, Reassignments, New Employment, New Personnel Position, Duties/Responsibilities of Employees (TX Govt. Code Section 551.074)
 - Medina Valley High School Principal Position
- C Considering the deployment, specific occasions for, or implementation of, security personnel or devices (TX Govt. Code Section 551.076)
 - Marshal Program

VI. Continued Discussion and Possible Action Items

- A Consider Approving the Superintendent's Recommendation to hire the Medina Valley High School Principal
- B Consider Approval of TASB Initiated Local Policy Update 123, affecting Local Policies BBD, BBFA, CKC, CKE, CKEC, CQC, DCE, DGBA, EEH, EFA, EFB, FNG, and GF 148
- C Consider Approval of District Initiated Policy Revision to DH (Local) 194
- D Consider the Adoption of the Resolution requesting a Good Cause Exception to HB 3 1200
- E Consider Adoption of the Resolution for the Marshal Program 202
- F Consider the Approval of the 2024-2025 Compensation Plan 208

G Consideration of Future Meeting Dates
VII. **Adjournment**

(Items do not have to be taken in the same order as shown on the meeting agenda.)

Medina Valley Independent School District

Monthly Financial Report

May 2024

Executive Summary

Financial Highlights: Currently, the district has collected 72% of budgeted revenue and spent 72% of budgeted expenses. The Food Service Fund has collected 92% of budgeted revenues and spent 71% of budgeted expenses. The Debt Service Fund has collected 86% of budgeted revenue and spent 59% of budgeted expenses.

Fund Balance

	General Fund	Food Service	Debt Service
Audited Fund Balance as of August 31, 2023	\$ 29,969,909	\$ 2,953,438	\$ 7,195,244
Year-to-Date Revenue	\$ 61,379,100	\$ 5,438,823	\$ 23,955,813
Year-to-Date Expenditures	\$ (63,047,908)	\$ (4,881,697)	\$ (16,391,005)
Fund Balance as of May 31, 2024	\$ 28,301,101	\$ 3,510,564	\$ 14,760,052

Budget Amendments

	General Fund	Food Service	Debt Service
Revenue	\$ -	\$ -	\$ -
Expenditures	\$ 2,560,754	\$ 350,000	\$ -

**MAY 2023-2024
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

ESTIMATED REVENUES	CURRENT BUDGET	YTD ACTUAL	BALANCE
5700 - LOCAL REVENUES	\$35,055,513	\$31,991,402	\$3,064,111
5800 - STATE PROGRAM REVENUES	\$49,155,004	\$29,071,130	\$20,083,874
5900 - FEDERAL REVENUES	\$1,540,000	\$316,568	\$1,223,432
TOTAL REVENUES	\$85,750,517	\$61,379,100	\$24,371,417
PROPOSED APPROPRIATIONS			
11 - INSTRUCTION	\$49,571,445	\$36,359,618	\$13,211,827
12 - INST. RESOURCES & MEDIA SVCS	\$551,395	\$444,428	\$106,967
13 - CURRICULUM DEV.& INST.STF DEV	\$890,433	\$824,818	\$65,615
21 - INSTRUCTIONAL LEADERSHIP	\$1,296,439	\$778,758	\$517,681
23 - SCHOOL LEADERSHIP	\$4,573,079	\$3,368,757	\$1,204,322
31 - GUIDANCE & COUNSELING	\$3,421,399	\$2,365,208	\$1,056,191
32 - SOCIAL WORK SERVICES	\$813,033	\$596,200	\$216,833
33 - HEALTH SERVICES	\$837,682	\$637,392	\$200,290
34 - PUPIL TRANSPORTATION	\$5,102,793	\$4,275,062	\$827,731
35 - FOOD SERVICES	\$271,213	\$67,540	\$203,673
36 - COCURR./EXTRACURR.ACTIVITIES	\$2,584,970	\$1,847,433	\$737,537
41 - GENERAL ADMINISTRATION	\$2,899,944	\$2,056,412	\$843,532
51 - PLANT MAINTENANCE & OPERATIONS	\$8,966,150	\$5,949,281	\$3,016,869
52 - SECURITY & MONITORING SERVICES	\$1,186,108	\$882,903	\$303,205
53 - DATA PROCESSING SERVICES	\$2,368,611	\$1,621,333	\$747,278
61 - COMMUNITY SERVICES	\$9,373	\$5,402	\$3,971
71 - DEBT SERVICES	\$86,065	\$86,065	\$0
81 - FACILITIES ACQ. & CONSTRUCTION	\$1,672,505	\$459,536	\$1,212,970
95 - PYMTS.TO JJAEP PROGRAMS	\$5,000	\$0	\$5,000
99 - OTHER INTERGOVERNMENTAL CHARGE	\$650,000	\$421,764	\$228,236
TOTAL APPROPRIATIONS	\$87,757,636	\$63,047,908	\$24,709,728

2023-2024 FUND BALANCE = \$ 29,969,908

3 MONTH OPERATING CASH FLOW = \$ 21,939,409

**MAY 2023-2024
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

ESTIMATED REVENUES	CURRENT BUDGET	YTD ACTUAL	BALANCE
5700 - LOCAL REVENUES	\$1,875,327	\$1,622,916	\$252,411
5800 - STATE PROGRAM REVENUES	\$35,438	\$23,175	\$12,263
5900 - FEDERAL REVENUES	\$4,029,726	\$3,792,732	\$236,994
TOTAL REVENUES	\$5,940,491	\$5,438,823	\$501,668
PROPOSED APPROPRIATIONS			
35 - FOOD SERVICES	\$6,862,006	\$4,881,697	\$1,980,309
TOTAL APPROPRIATIONS	\$6,862,006	\$4,881,697	\$1,980,309

2023-2024 FUND BALANCE = \$ 2,953,438

3 MONTH OPERATING CASH FLOW = \$ 1,715,502

**MAY 2023-2024
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

ESTIMATED REVENUES	CURRENT BUDGET	YTD ACTUAL	BALANCE
5700 - LOCAL REVENUES	\$24,540,481	\$22,988,312	\$1,552,169
5800 - STATE PROGRAM REVENUES	\$3,343,378	\$967,501	\$2,375,877
TOTAL REVENUES	\$27,883,859	\$23,955,813	\$3,928,046
PROPOSED APPROPRIATIONS			
71 - DEBT SERVICES	\$27,883,859	\$16,391,005	\$11,492,855
TOTAL APPROPRIATIONS	\$27,883,859	\$16,391,005	\$11,492,855

2023-2024 FUND BALANCE = \$ 7,195,244

3 MONTH OPERATING CASH FLOW = \$ 6,970,965

Medina Valley ISD

Bond 2023 Summary

As of May 31, 2024

<i>2023 Bond Projects</i>	<i>Original Budget</i>	<i>Adjusted Budget</i>	<i>Cumulative Encumbrances</i>	<i>Cumulative Expenses</i>	<i>Balance</i>
High School #2	\$ 323,000,000	\$ 323,000,000	\$ 226,230,903	\$ 42,972,002	\$ 53,797,095
Traffic Improvements	\$ 4,000,000	\$ 4,000,000	\$ 262,892	\$ 1,075,316	\$ 2,661,793
Agricultural & Jr. ROTC Facility	\$ 14,000,000	\$ 14,000,000	\$ -	\$ 32,500	\$ 13,967,500
Safety & Security Projects	\$ 5,000,000	\$ 5,000,000	\$ 1,189,107	\$ 46,586	\$ 3,764,307
Land	\$ 30,000,000	\$ 30,000,000	\$ 187,918	\$ 5,737,823	\$ 24,074,259
Project Savings	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projects	\$ 376,000,000	\$ 376,000,000	\$ 227,870,819	\$ 49,864,228	\$ 98,264,954
Fees Associated with Sale of Bond		\$ 830,037	\$ -	\$ 830,037	\$ -
Total Bond Package	\$ 376,000,000	\$ 376,830,037	\$ 227,870,819	\$ 50,694,265	\$ 98,264,954
Bond Interest		\$ 16,334,943	\$ -	\$ -	\$ 16,334,943
Salaries	\$ -	\$ 191,598	\$ -	\$ 191,598	\$ -
Total Interest Earnings	\$ -	\$ 16,526,542	\$ -	\$ 191,598	\$ 16,334,943

**Unaudited*



SUPERINTENDENT BRIEFING

June 24, 2024



We celebrated the Class of 2024 at our Medina Valley High School Graduation Ceremony on May 29, 2024.

Congratulations to all of our Graduates & their families!





Medina Valley HS Graduate, Dylan Lee is the only military enlistee in the San Antonio area that has committed to serve in the Space Force.



His story was recently highlighted on
KENS5!



SUMMER MEALS



MEDINA VALLEY ISD SUMMER MEALS

FREE MEALS AVAILABLE
MONDAY-FRIDAY

BREAKFAST
7 - 9 A.M.

LUNCH
10:30 A.M. TO 1 P.M.

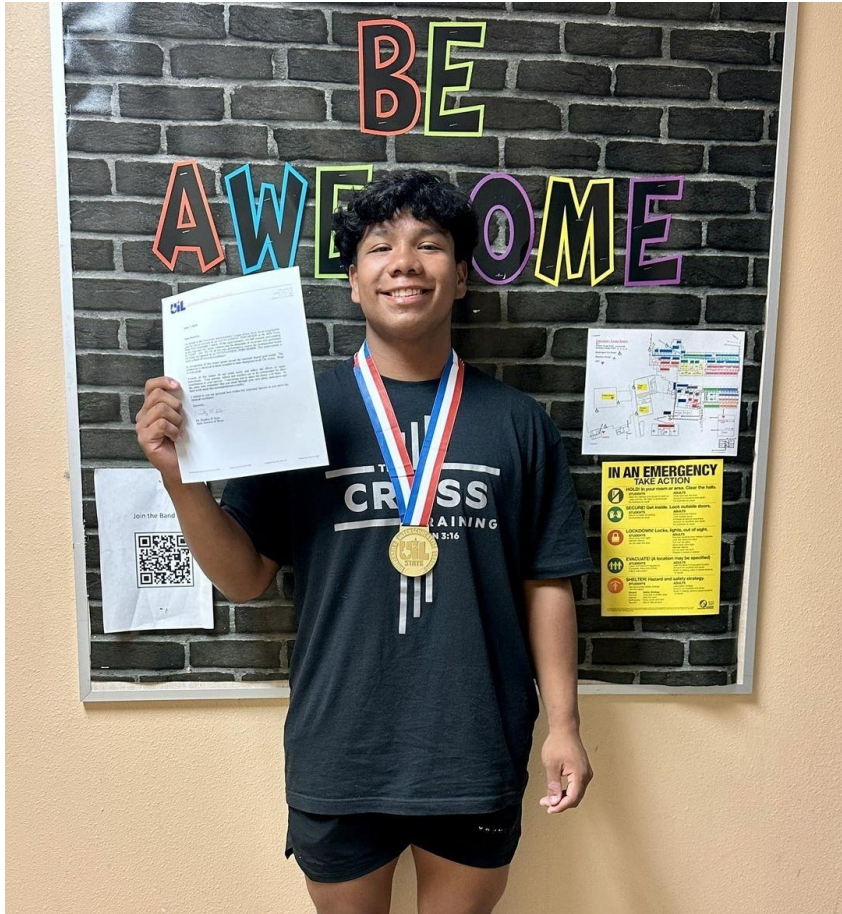
MEDINA VALLEY HIGH SCHOOL
JUNE 4-28
JULY 8-19

LUCKEY RANCH ELEMENTARY
JUNE 4-28
JULY 8-19

LACOSTE ELEMENTARY
JUNE 4-28

*THIS INSTITUTION IS AN EQUAL
OPPORTUNITY PROVIDER
*SCHEDULE SUBJECT TO CHANGE

MV Medina Valley
INDEPENDENT SCHOOL DISTRICT



Medina Valley High School student,
Juan Ramirez was selected as
Outstanding Performer at the Texas
State Solo Ensemble Contest!



Our Medina Valley High School Cheerleaders held their two-day camp last week!
With more than one-hundred participants it was a huge success.

MVISD JOB FAIR

June 26 from
9 AM to 3 PM

Central Office Annex Cafeteria
8449 FM 471 S, Castroville, TX 78009

WE ARE HIRING

JOB POSITIONS:

- ✓ Child Nutrition Staff
- ✓ Custodians
- ✓ Bus Drivers and Bus Aides
- ✓ Teachers

**ONSITE
INTERVIEWS!**



RSVP HERE:



**APPLY TODAY AT
WWW.MVISD.COM/JOBS**





Employees of the Month



Medina Valley Central Office
Receptionist
Linda Lechner



Medina Valley Central Office
Elementary Curriculum Coordinator
Lindsay Tschirhart

June 2024

DISTRICT ENROLLMENT

	<i>5/25/23</i>	<i>5/30/24</i>
Castroville Elementary	646	634
LaCoste Elementary	771	937
Ladera Elementary	778	929
Luckey Ranch Elementary	892	1,003
Potranco Elementary	899	946
Medina Valley Middle School	1,051	1,094
Loma Alta Middle School	801	946
Medina Valley High School	2,113	2,358
DISTRICT-WIDE	7,951	8,847

SHAC - Annual Report, Wellness Plan & Triennial Assessment

Medina Valley ISD - June 2024

*Presented by: Doug Wozniak, Tiffany Eckenrod, and James Huffty



SY 23-24 Meeting Dates & Topics covered

- Oct 19, 2023
 - Medina County Health Unit - Provided education and resources
 - Information about the Health Unit, education classes and vaccinations
 - Fentanyl Crisis information and resources
- Nov 30, 2023
 - Mental Health - services provided at Medina Valley
 - Mental Health - Guest Speaker - Marcus Kavanaugh, SACADA
 - Youth Mental Health & available training for Mental Health First Aid

SY 23-24 Meeting Dates & Topics covered

- Feb 29, 2024
 - Medina Valley ISD Federal Programs Dept
 - Education and resources available to the community
 - Student & Family Support Programs - brochures provided
 - Wellness Subcommittee presentations
 - Wellness Plan recommendations
- May 2, 2024
 - Medina Valley Health Services
 - Action - Wellness Plan Approval
 - Introduction of Campus Assessment Tool - Triennial Assessment

Medina Valley ISD School Health Advisory Council (SHAC)

SHAC Members 2023-2024

Community Members:

Tina Baron

Rhonda Brast

JoAnn Gonzalez

Karol Martin

Melissa Scott - SHAC Co-Chair



Medina Valley ISD School Health Advisory Council (SHAC)

SHAC Members 2023-2024

Additional Core Membership - District Employees:

Tiffany Eckenrod - Director of Child Nutrition

Sarah Fulks - (SHAC Chair), Health Services Team Lead

Jay Huffty - Director of Health & Safety

Tonie Hutzler - Director of Guidance & Counseling



Medina Valley ISD Wellness Plan & Triennial Assessment

1 Wellness Plan Overview

Wellness Goals:
Nutrition Promotion
Nutrition Education
Physical Activity
Other School Based
Activities

2 Sections that were modified to reach goals in SY 24-25

Nutrition Promotion
Nutrition Education
Other School Based
Activities
Nutrition Guidelines

3 Triennial Assessment Outcome

Areas of Strength
Opportunities for
Improvement

Wellness Plan Overview

Nutrition Promotion

Nutrition Education

Physical Activity

Other School-Based Activities

Nutrition Guidelines

Federal Requirements:

- Restricts marketing on the school campus during the school day to only those foods and beverages that meet Smart Snack standards.

- Includes goals for nutrition education that are designed to promote student wellness.

Wellness Plan Overview

Nutrition Promotion

Nutrition Education

Physical Activity

Other School-Based Activities

Nutrition Guidelines

CSPAP Requirements:

- There is a written physical education curriculum for grades K-12.
- Addresses family and community engagement in physical activity opportunities at all schools.
- Addresses strategies to support employee wellness.

Wellness Plan Overview

Nutrition Promotion

Nutrition Education

Physical Activity

Other School-Based Activities

Nutrition Guidelines

Federal Requirements:

- Restricts marketing on the school campus during the school day to only those foods and beverages that meet Smart Snack standards.
- Assures compliance with USDA nutrition standards for reimbursable school meals.
- Allowance of exceptions to the Smart Snack requirements for up to six (6) days per year, per campus. - Addressing fundraising with food to be consumed during the school day.

Changes addressed -

Nutrition Promotion: Ensure that food and beverage advertisements, accessible to students, inside and outside of school hours on District property contain only products that meet the federal guidelines for competitive foods. G3O1-2 Marketing and Smart Snacks.

Nutrition Education: Action steps placed. G1-3 communicated to those responsible for implementation.

Physical Activity: No changes made

Other School Based Activities: Partnership with local gym to offer MVISD employees reduced membership fees - G4O1

Nutrition Guidelines: Standards set for foods and beverages for class parties and celebrations. Guidelines set for “Exceptions for Fundraisers”.

Which foods and beverages sold at school need to meet the Smart Snacks Standards?

1

Any food and beverage sold to students at schools during the school day,* other than those foods provided as part of the school meal programs.

2

Examples include à la carte items sold in the cafeteria and foods sold in school stores, snack bars, and vending machines.

3

Foods and beverages sold during fundraisers, unless these items are not intended for consumption at school or are otherwise exempt by your State agency.

* The school day is defined as the midnight before to 30 minutes after the end of the school day.

Smart Snack Standards



The Smart Snacks Standards apply only to locations on the school campus that are accessible to students. So, this does not include places like the teachers' lounge, although you may choose to vend healthy snacks there, too.

Triennial Assessment

Medina Valley ISD - June 2024




Triennial Assessment Outcome - Wellness Plan

Policy/ Plan Area	Compliance	Not Met
Nutrition Promotion	87.5%	12.5%
Nutrition Education	79%	21%
Physical Activity	95%	5%
Nutrition Guidelines	94%	6% ***

Triennial Assessment Outcome

	Description	Score (Compliance %)
Areas of Strength	1. Compliance with National School Lunch Program and School Breakfast Program nutrition standards ★	100%
	2. Physical activity is integrated throughout the day with the students - all levels.	100%
	3. Share school menu - nutrition, calorie, and sodium content information	100%

Triennial Assessment Outcome

	Description	Score (Compliance %)
Opportunities for Improvement	1. We have nutritional standards for foods/beverages served at school parties, celebrations, events, etc. 	38%
	2. We provide annual training to all staff on Nutrition and Physical Activity. - these items should be integrated into courses and provided throughout the day.	38%
	3. We prohibit the use of food and beverages as a reward.	50%

Any Questions?

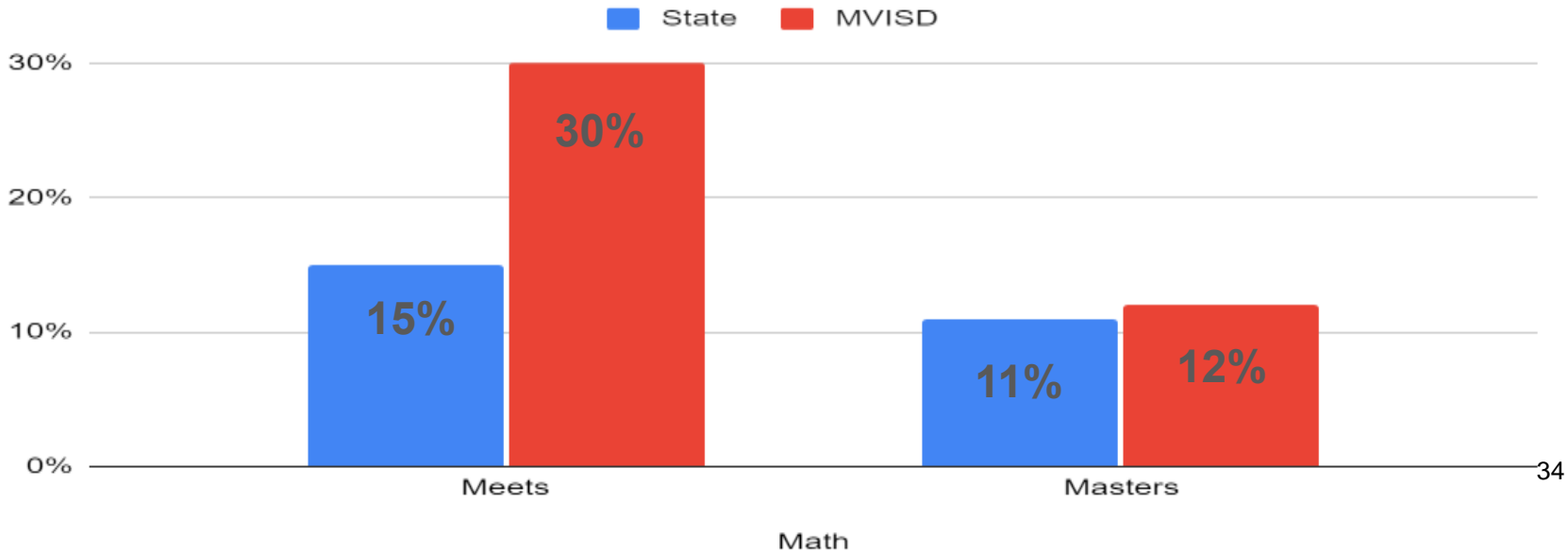


Medina Valley ISD 2024 STAAR Results

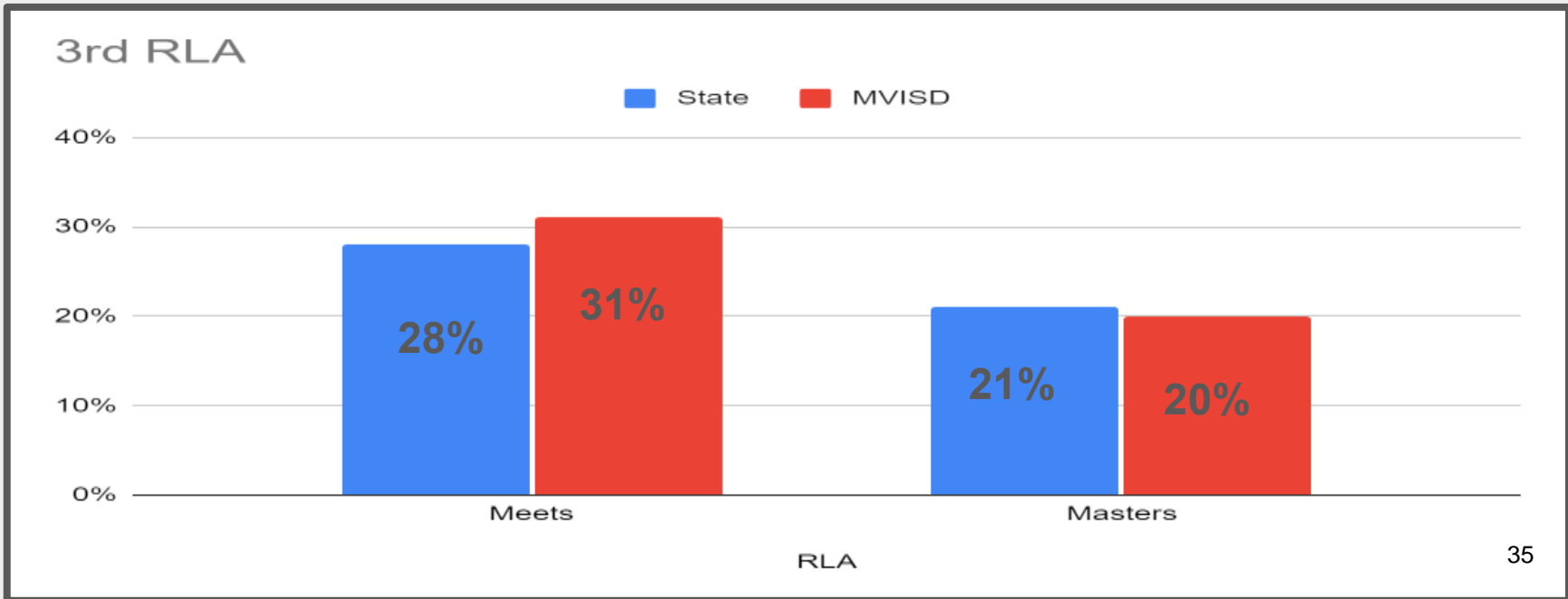
2024 STAAR Data

	MVISD - 3rd Math		STATE - 3rd Math
	# of students	% of student	% of student
Total A/M/M	487	72%	69%
Total Did Not Meet	186	28%	31%

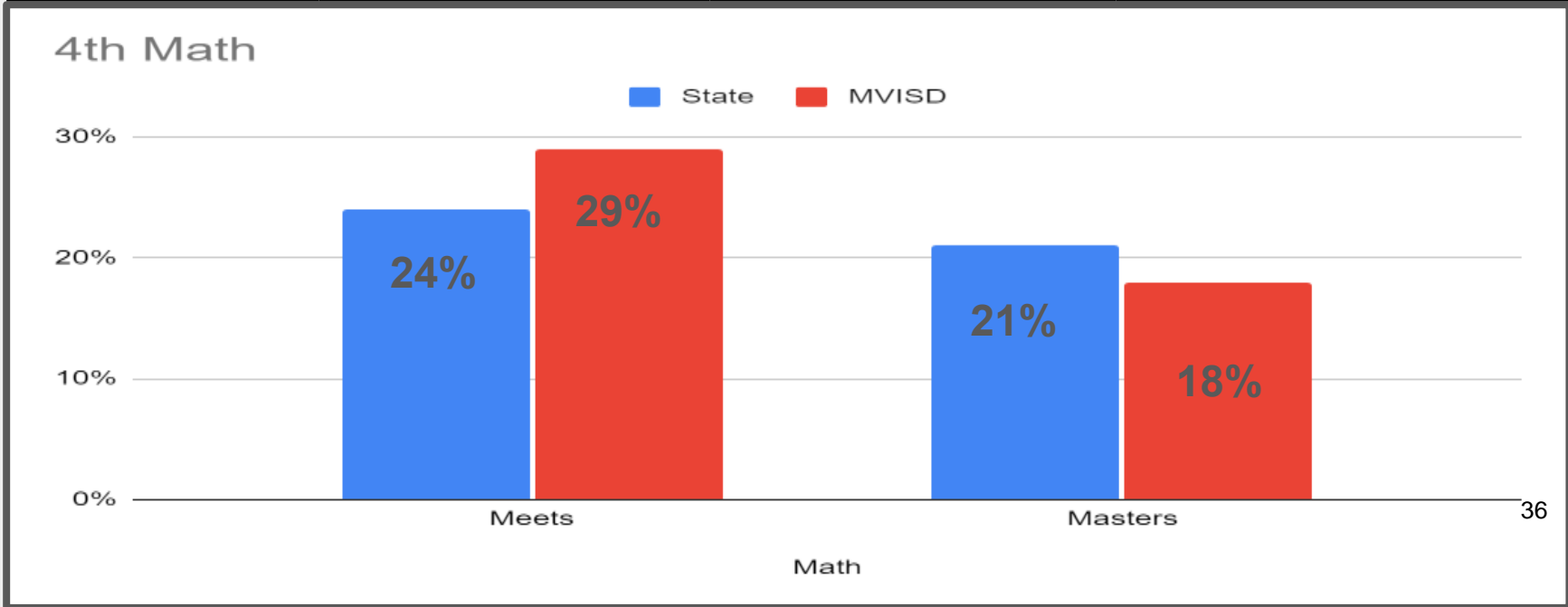
3rd Grade Math



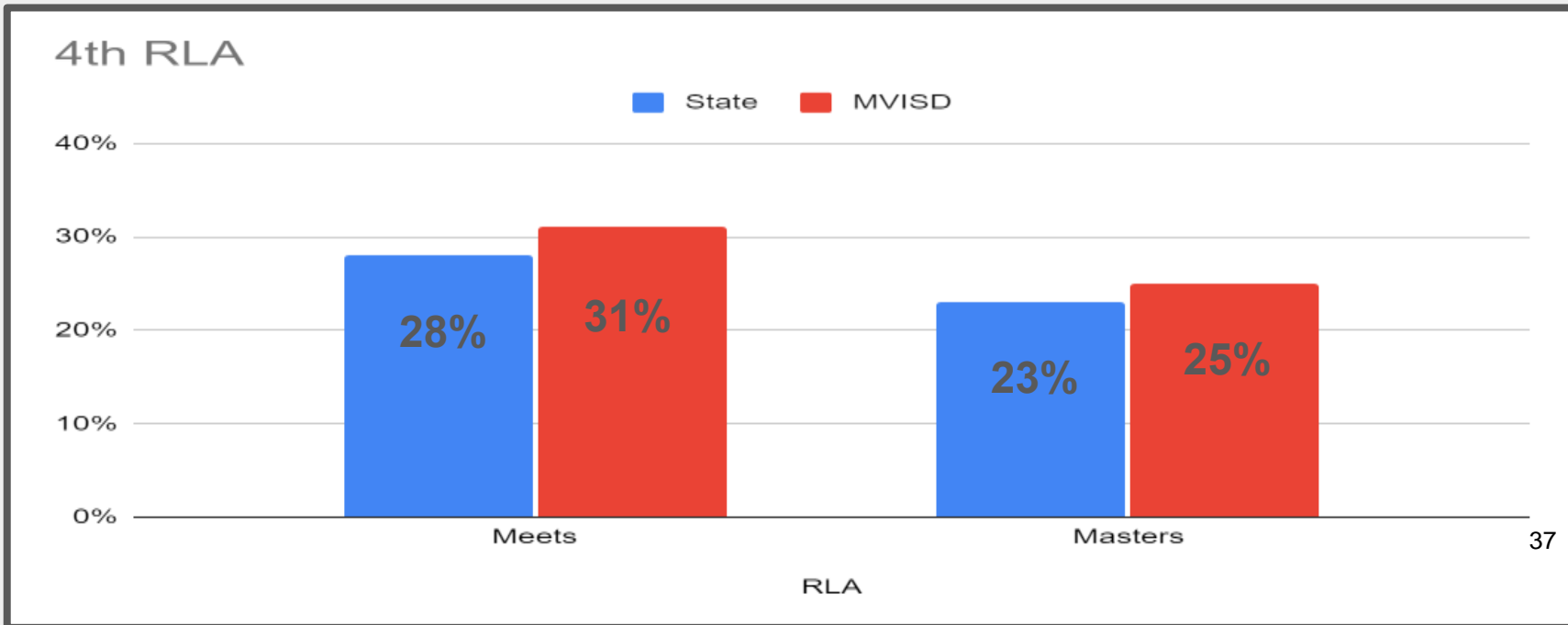
	MVISD - 3rd RLA		STATE - 3rd RLA
	# of students	% of student	% of student
Total A/M/M	519	77%	75%
Total Did Not Meet	154	23%	25%



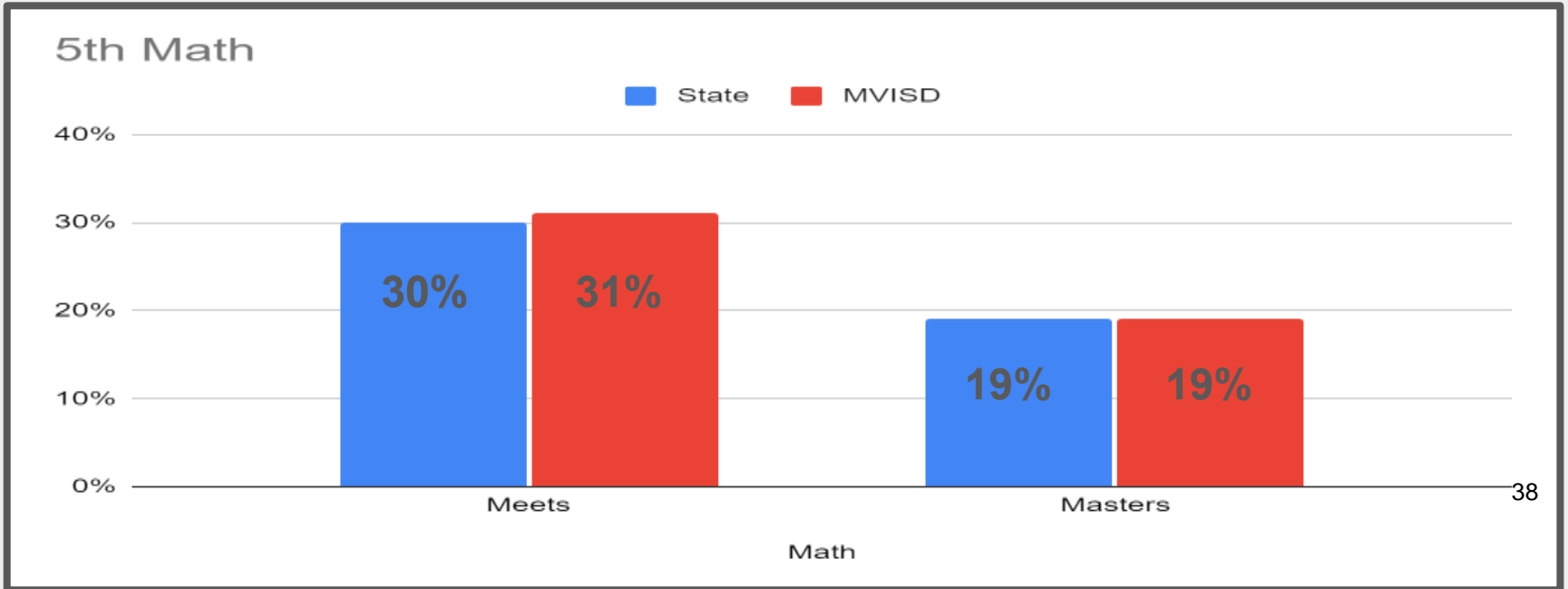
	MVISD - 4th Math		STATE - 4th Math
	# of students	% of student	% of student
Total A/M/M	511	73%	68%
Total Did Not Meet	189	27%	32%



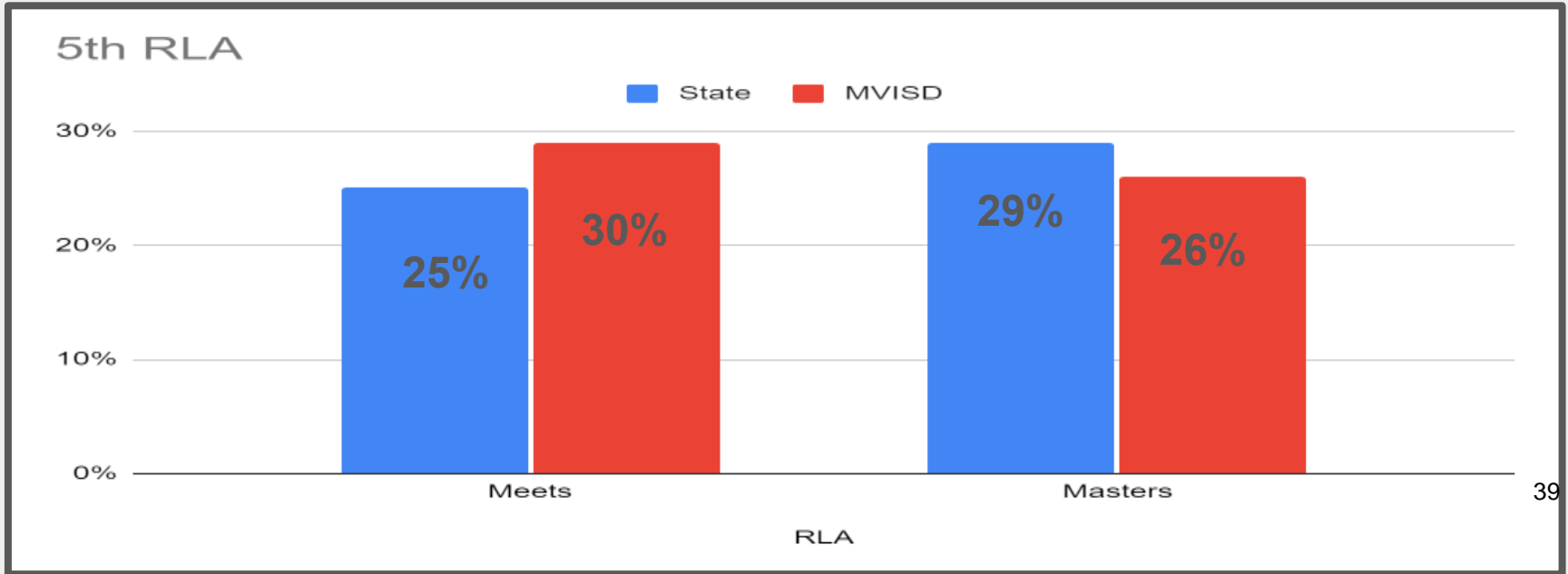
	MVISD - 4th RLA		STATE - 4th RLA
	# of students	% of student	% of student
Total A/M/M	614	88%	81%
Total Did Not Meet	85	12%	19%



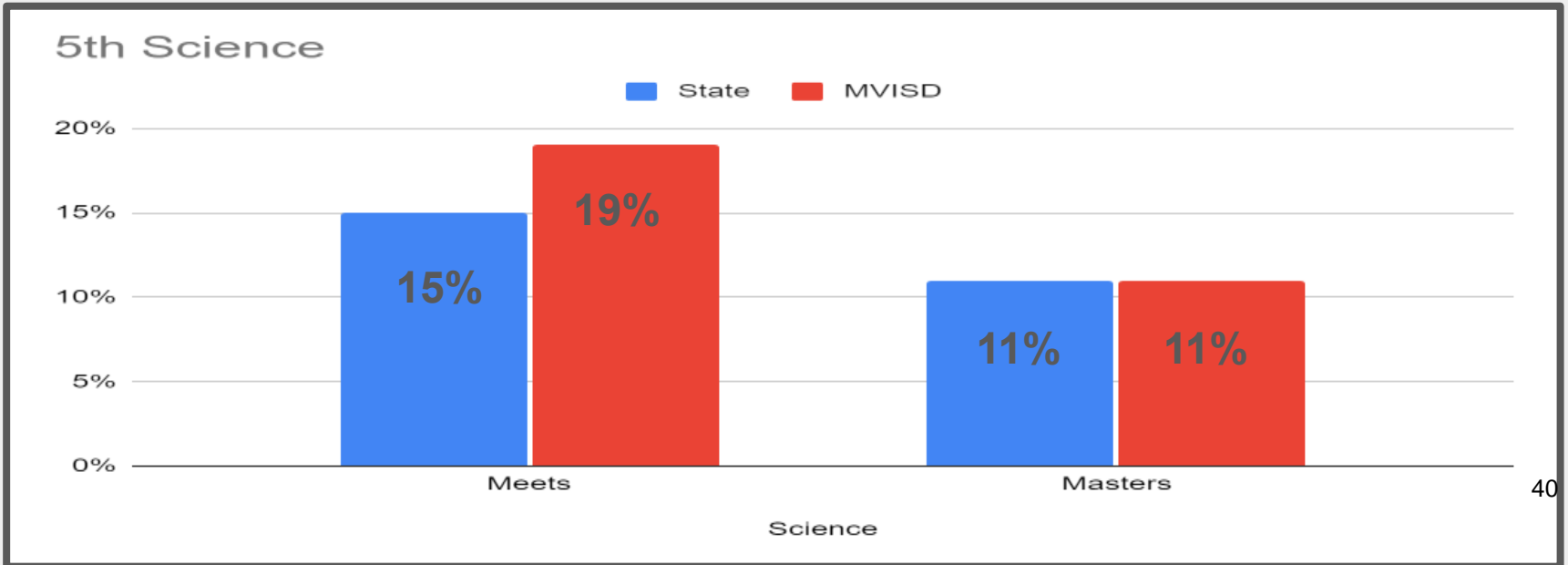
	MVISD - 5th Math		STATE - 5th Math
	# of students	% of student	% of student
Total A/M/M	502	77%	76%
Total Did Not Meet	153	23%	24%



	MVISD - 5th RLA		STATE - 5th RLA
	# of students	% of student	% of student
Total A/M/M	519	80%	78%
Total Did Not Meet	132	20%	22%

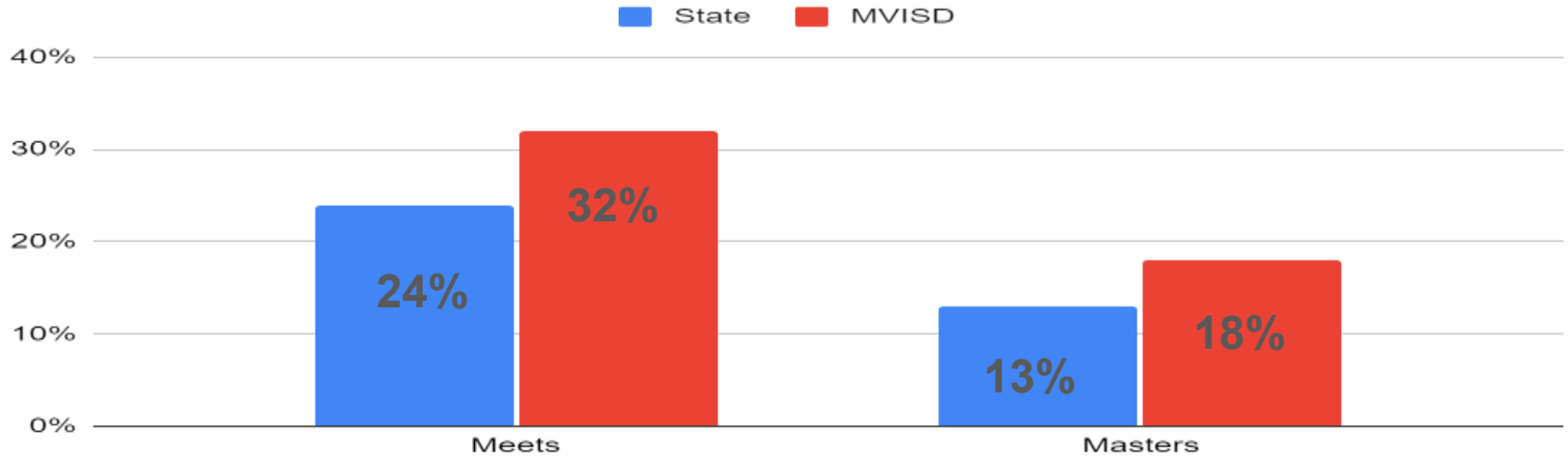


	MVISD - 5th Science		STATE - 5th Science
	# of students	% of student	% of student
Total A/M/M	410	63%	57%
Total Did Not Meet	244	37%	43%



	MVISD - 6th Math		STATE - 6th Math
	# of students	% of student	% of student
Total A/M/M	538	81%	70%
Total Did Not Meet	128	19%	30%

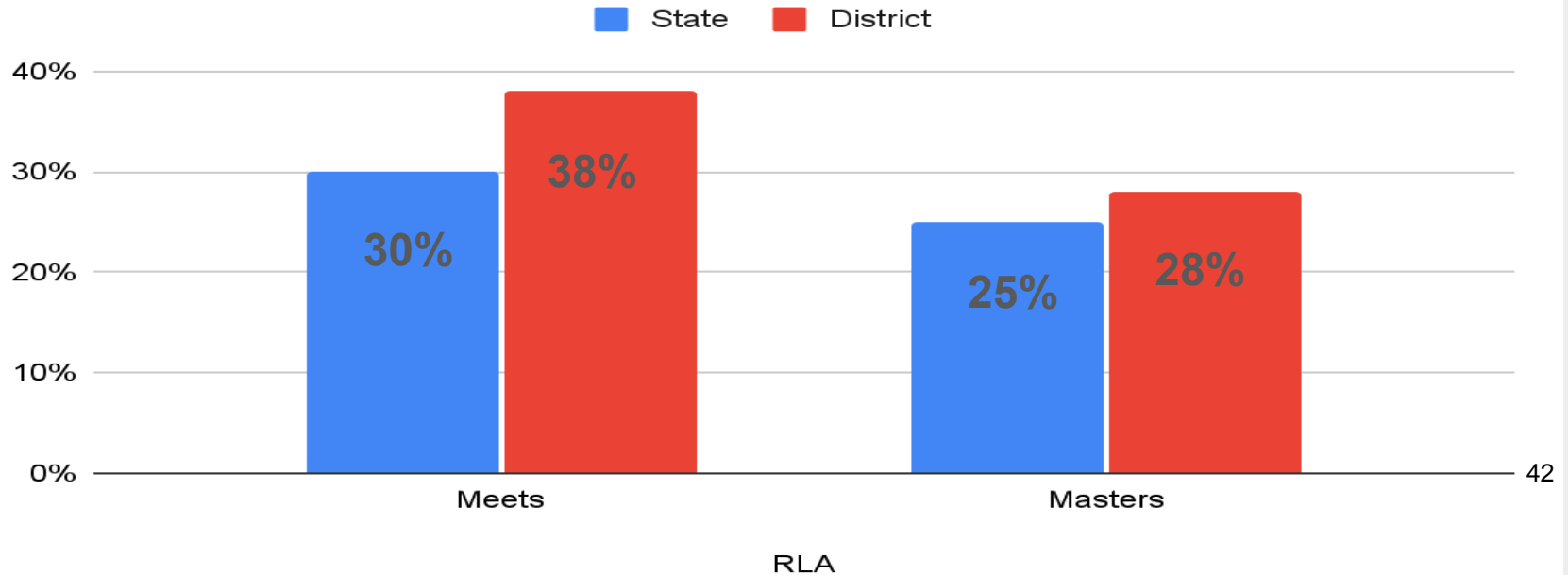
6th Math



6th

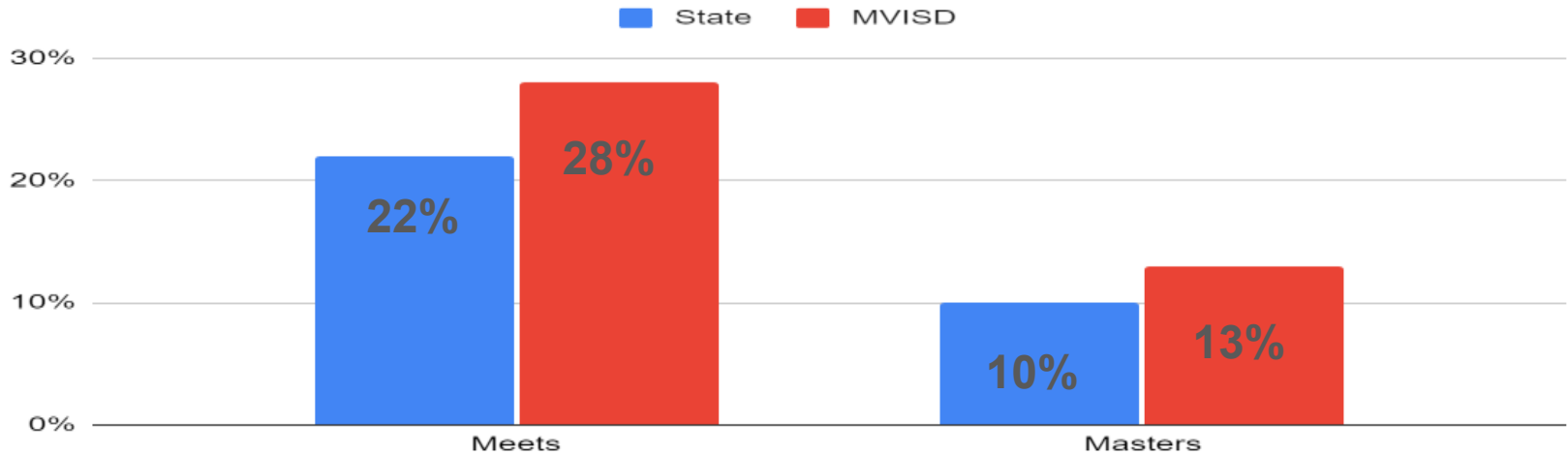
	MVISD - 6th RLA		STATE - 6th RLA
	# of students	% of student	% of student
Total A/M/M	561	84%	75%
Total Did Not Meet	108	16%	25%

6th RLA



	MVISD - 7th Math		STATE - 7th Math
	# of students	% of student	% of student
Total A/M/M	438	64%	53%
Total Did Not Meet	248	36%	47%

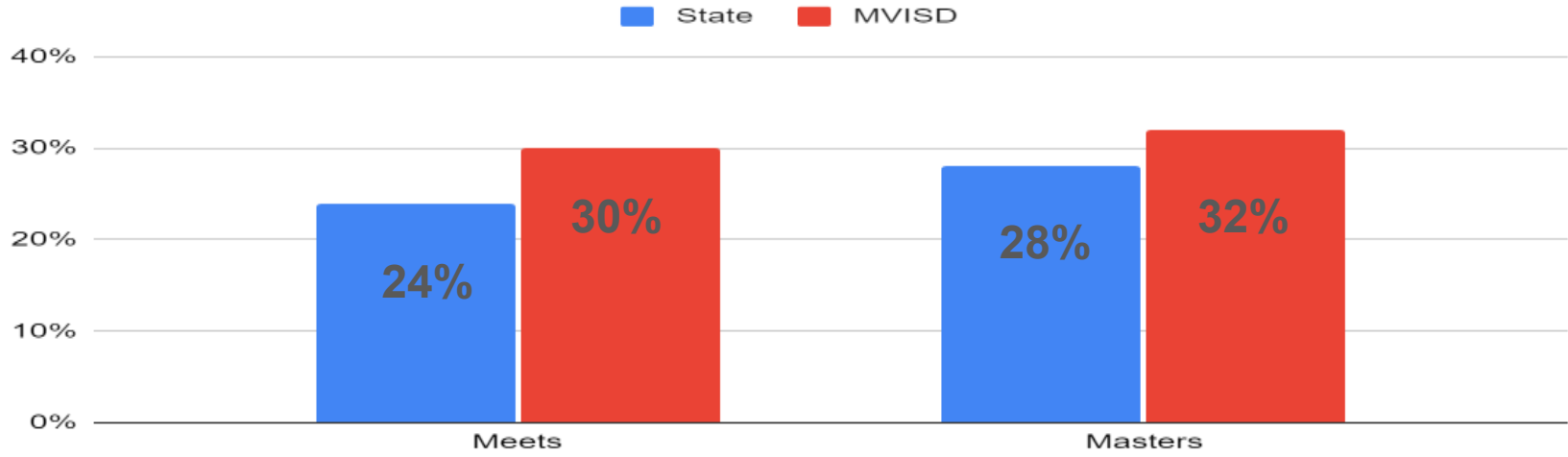
7th Math



7th

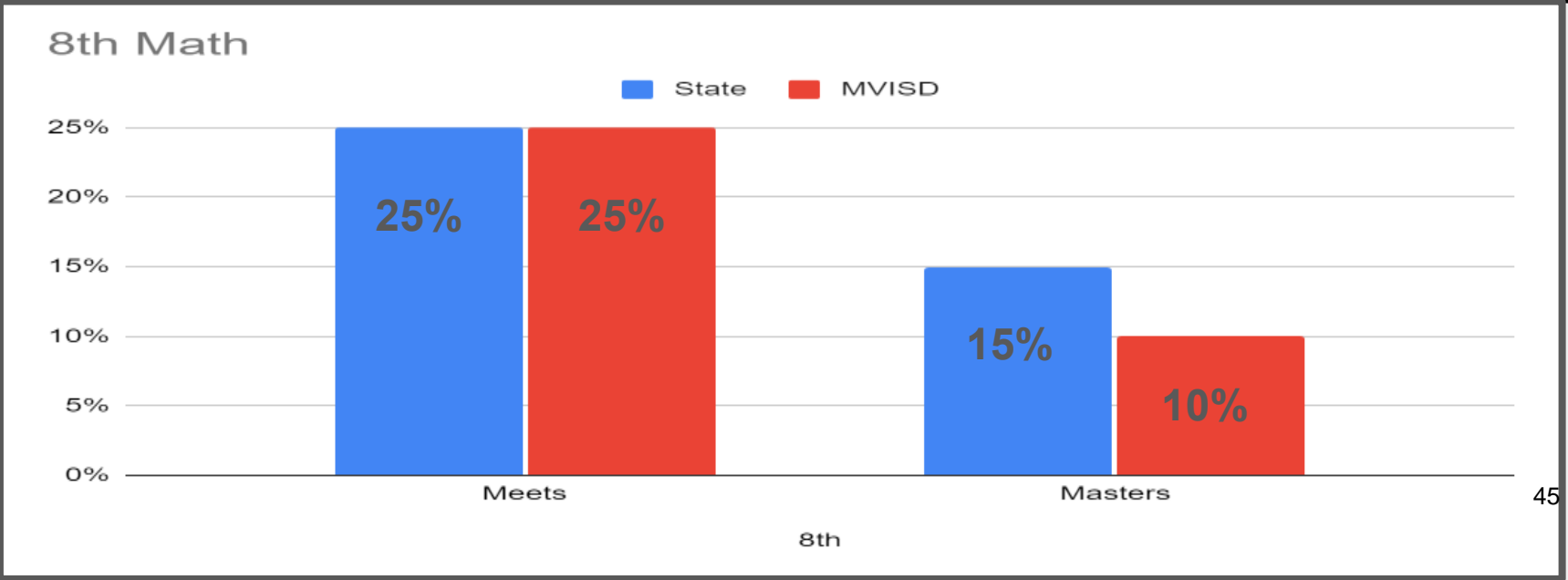
	MVISD - 7th RLA		STATE - 7th RLA
	# of students	% of student	% of student
Total A/M/M	556	81%	72%
Total Did Not Meet	128	19%	28%

7th RLA

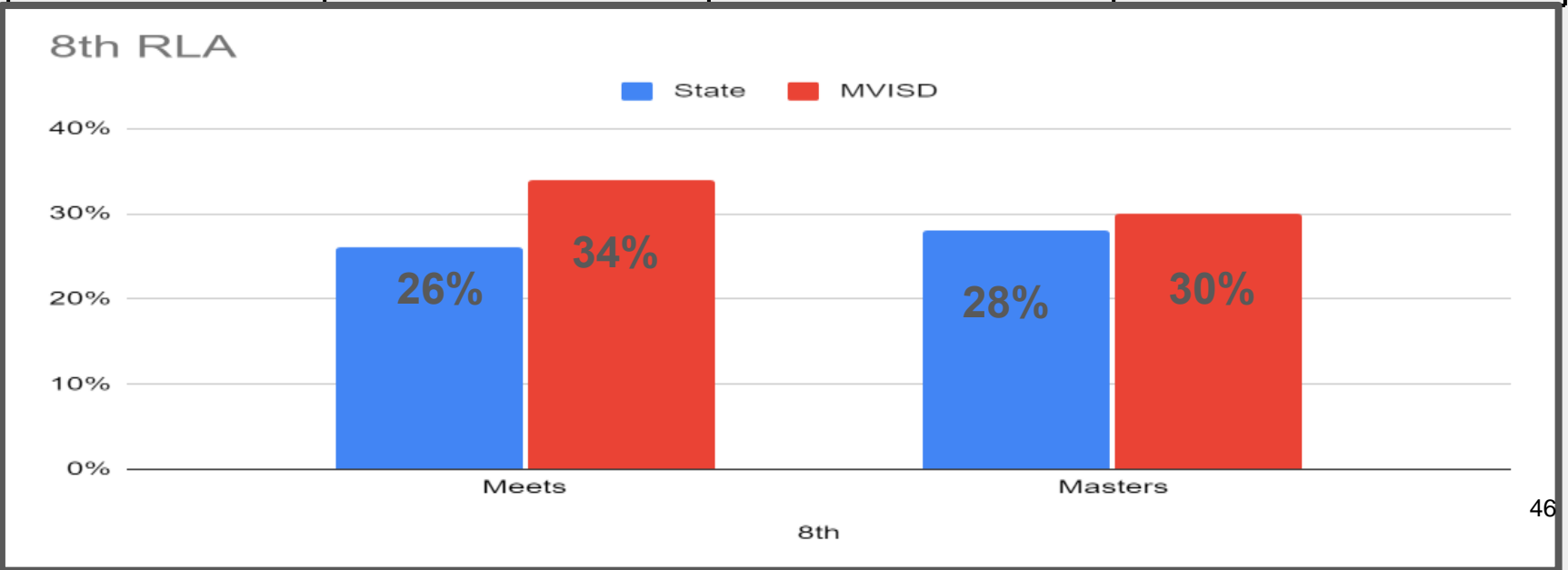


7th

	MVISD - 8th Math		STATE - 8th Math
	# of students	% of student	% of student
Total A/M/M	417	71%	70%
Total Did Not Meet	171	29%	30%

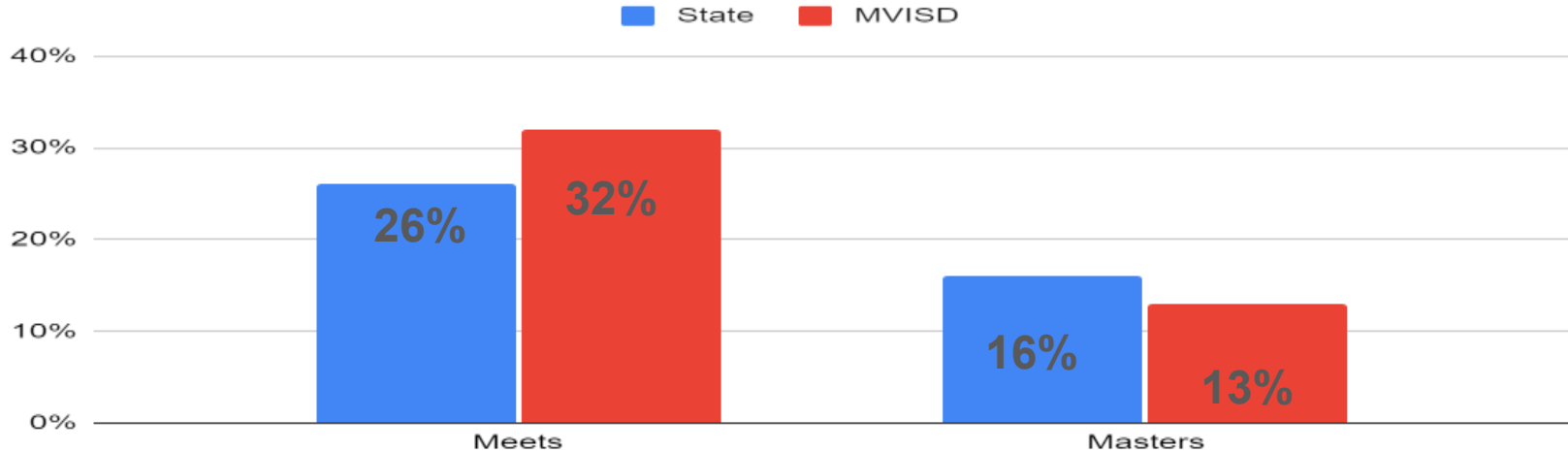


	MVISD - 8th RLA		STATE - 8th RLA
	# of students	% of student	% of student
Total A/M/M	580	88%	79%
Total Did Not Meet	79	12%	21%

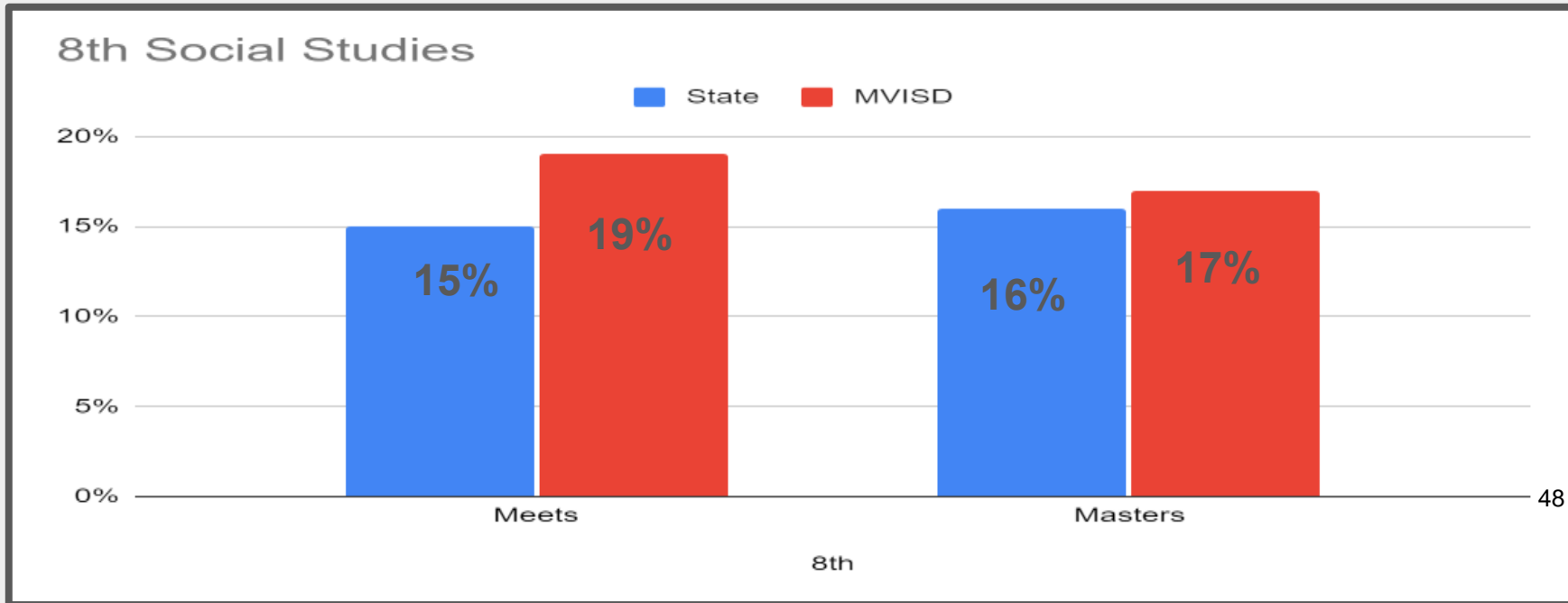


	MVISD - 8th Science		STATE - 8th Science
	# of students	% of student	% of student
Total A/M/M	493	75%	68%
Total Did Not Meet	167	25%	32%

8th Science

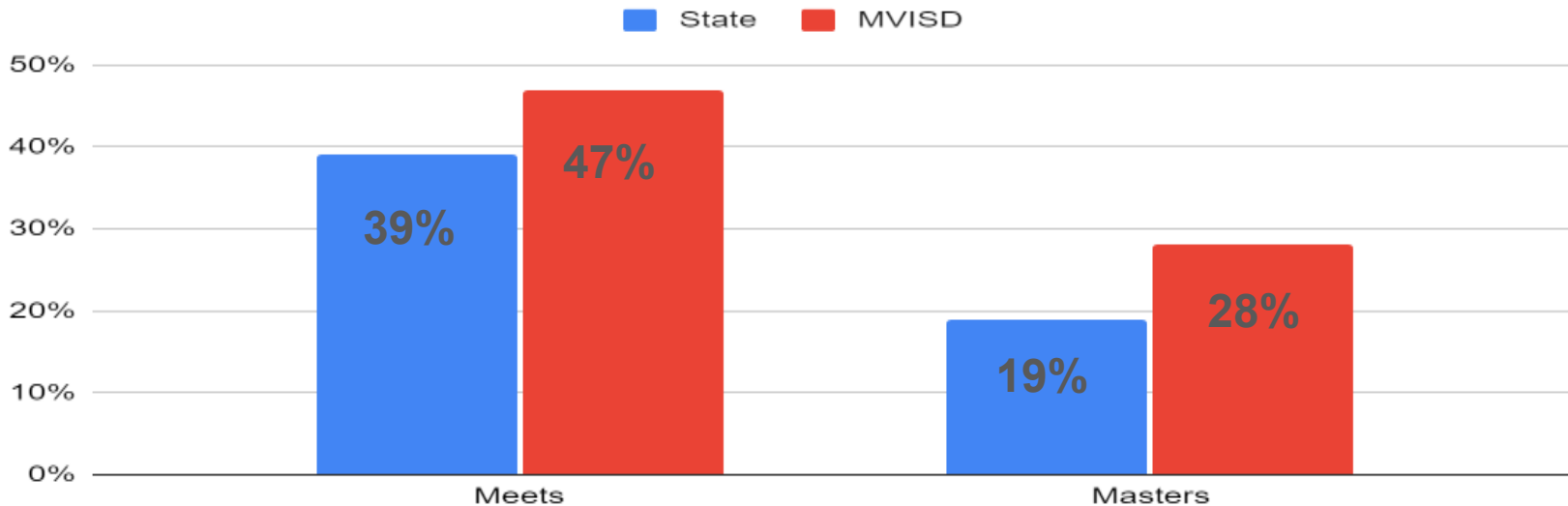


	MVISD - 8th Social Studies		STATE - 8th Social Studies
	# of students	% of student	% of student
Total A/M/M	424	65%	57%
Total Did Not Meet	231	35%	43%



	MVISD - Biology EOC		STATE - Biology EOC
	# of students	% of student	% of student
Total A/M/M	1105	95%	91%
Total Did Not Meet	54	5%	9%

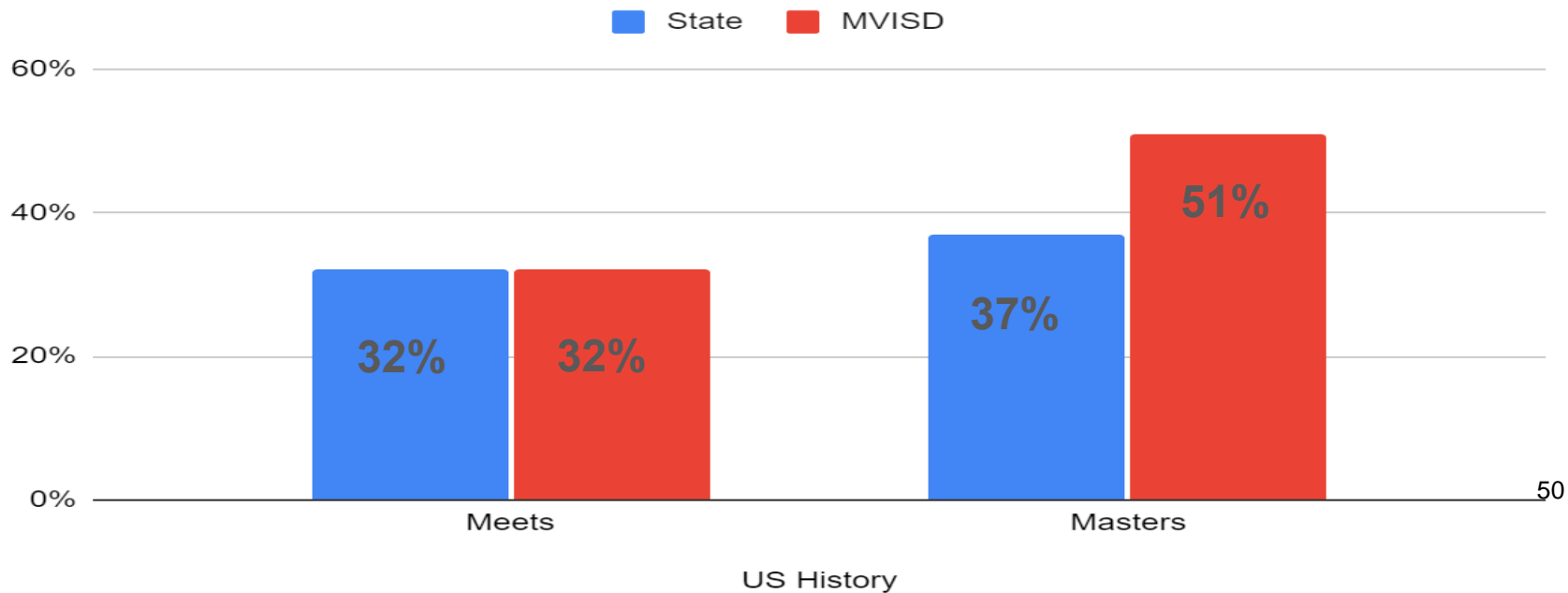
Biology



Biology

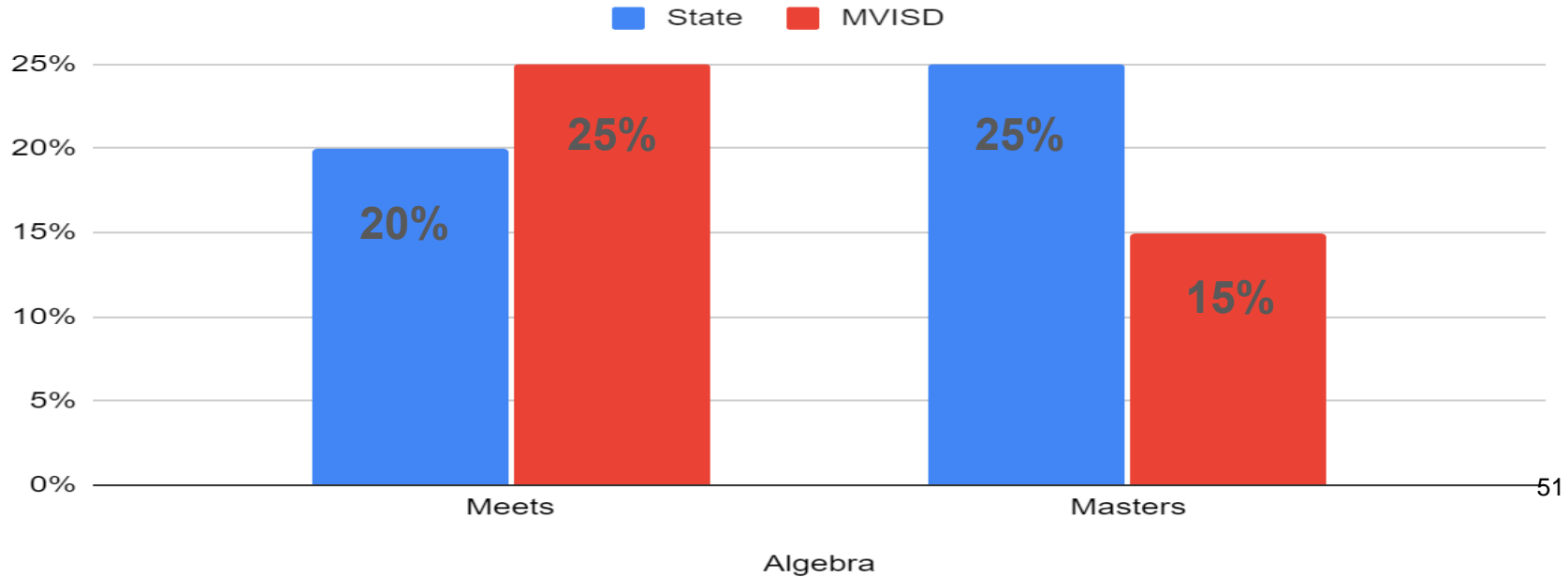
	MVISD - US History EOC		STATE - US History EOC
	# of students	% of student	% of student
Total A/M/M	529	98%	95%
Total Did Not Meet	13	2%	5%

US History



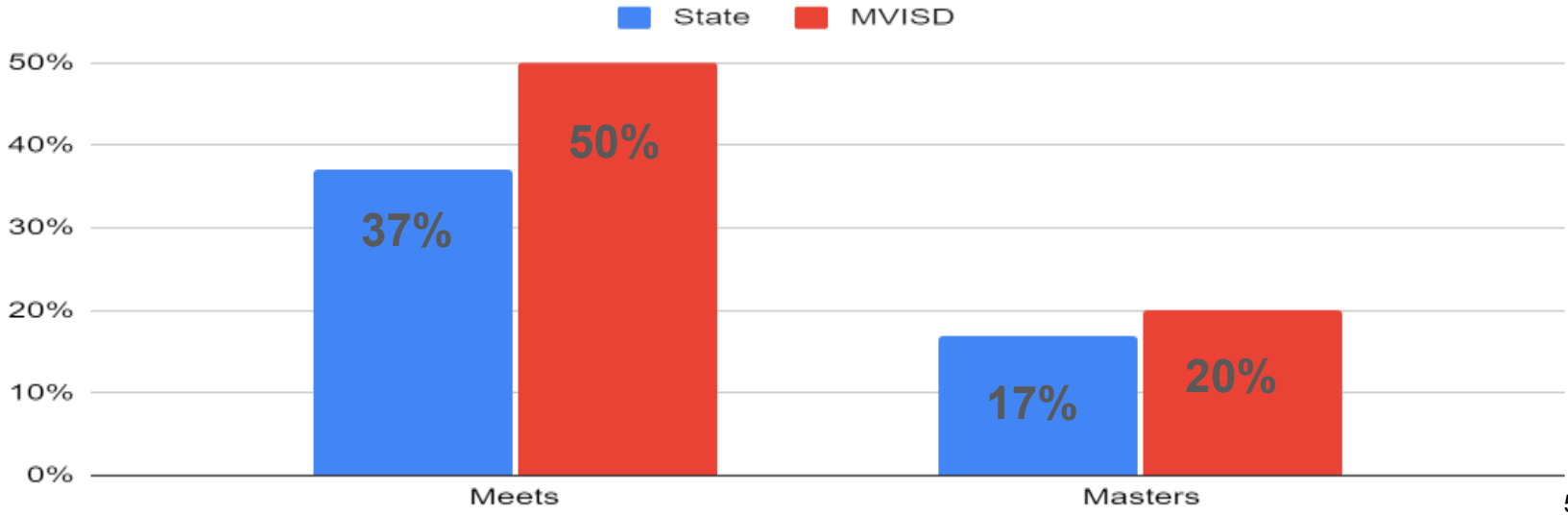
	MVISD - Algebra EOC		STATE - Algebra EOC
	# of students	% of student	% of student
Total A/M/M	538	82%	79%
Total Did Not Meet	121	18%	21%

Algebra 1



	MVISD - English I EOC		STATE - English I EOC
	# of students	% of student	% of student
Total A/M/M	562	81%	67%
Total Did Not Meet	131	19%	33%

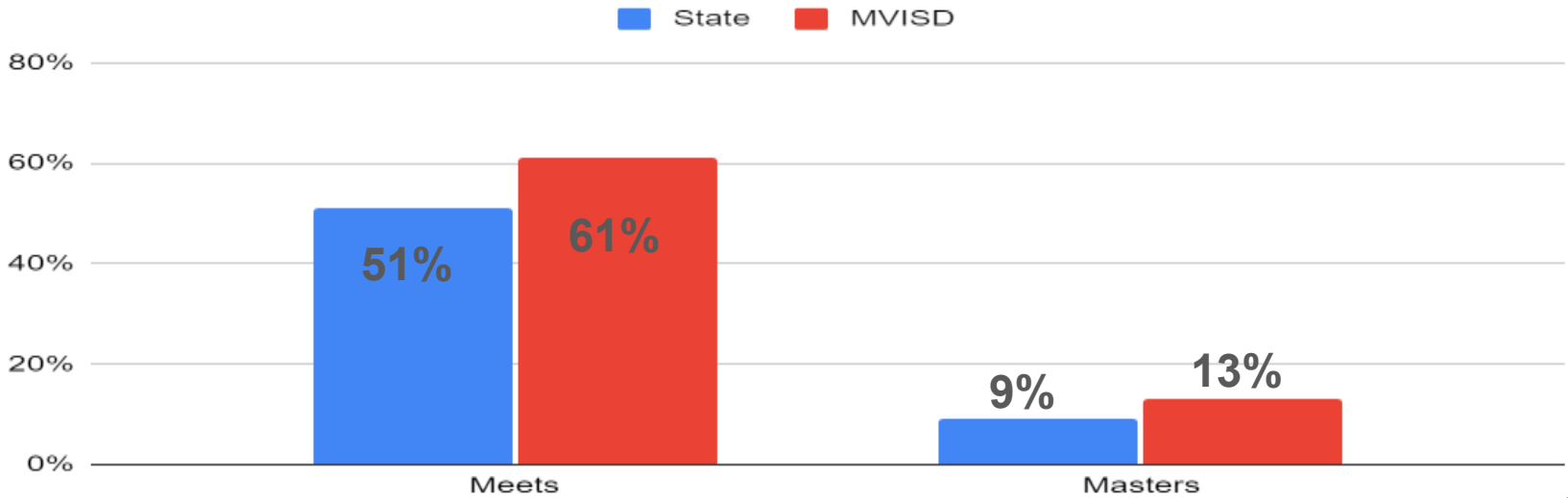
English I



English I

	MVISD - English II EOC		STATE - English II EOC
	# of students	% of student	% of student
Total A/M/M	547	87%	74%
Total Did Not Meet	82	13%	26%

English II



English II



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: June 24, 2024

Agenda Item: 1st Reading of Change to DEE (Local)

This is a 1st reading of possible changes to DEE (Local) in regard to employee meal reimbursements.

The current policy current reads as follows:

Prior Approval Required

An employee shall be reimbursed for reasonable, allowable expenses incurred in carrying out District business only with the prior approval of the employee's supervisor and in accordance with administrative regulations.

Documentation Required

For any allowable expense incurred, the employee shall submit a statement, with receipts to the extent feasible, documenting actual expenses.

Exception

Expenses for meals associated with authorized overnight travel not related to a state or federal grant shall be paid to employees on a per diem basis. No receipts shall be required for expenses paid on a per diem basis.

Administration recommends removing the exception from local policy to ensure that regardless of the funding source employees are providing documentation for all reimbursements.

PROPOSED REVISIONS

**Prior Approval
Required**

An employee shall be reimbursed for reasonable, allowable expenses incurred in carrying out District business only with the prior approval of the employee's supervisor and in accordance with administrative regulations.

**Documentation
Required**

For any allowable expense incurred, the employee shall submit a statement, with receipts to the extent feasible, documenting actual expenses.

~~Exception~~

~~Expenses for meals associated with authorized overnight travel not related to a state or federal grant shall be paid to employees on a per diem basis. No receipts shall be required for expenses paid on a per diem basis.~~

Employee Meal Reimbursement

Board Policy – DEE (Local)

Expense Reimbursement

- An employee shall be reimbursed for reasonable, allowable expenses incurred in carrying out District business only with the prior approval of the employee's supervisor and in accordance with administrative regulations.
- For any allowable expense incurred, the employee shall submit a statement, with receipts to the extent feasible, documenting actual expenses.
- *Expenses for meals associated with authorized overnight travel not related to a state or federal grant shall be paid to employees on a per diem basis. No receipts shall be required for expenses paid on a per diem basis.*

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

May 30, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

A **Regular Board Meeting** of the Board of Trustees was held Thursday, May 30, 2024, beginning at 6:00 pm at the Medina Valley ISD Central Office Board Room.

I. First Order of Business

A Call Meeting to Order

Nathan Fillinger, Board President, called the Medina Valley ISD Regular Board Meeting to order at 6:00 pm.

B Establish a Quorum

A quorum of the Board Members were present, Jennilea Campbell, Matt Castiglione, Joe Biediger, Jason Bonney, Blane Nash and Nathan Fillinger.

C Pledge of Allegiance to the Flag followed by a moment of silence

Everyone joined in the Pledge of Allegiance to the American Flag and the Texas Flag, followed by a moment of silence.

II. Student/Staff Recognition

A Star Students - LaCoste Elementary

B Above & Beyond Service Staff Recognition - LaCoste Elementary

C High School Student Recognition - Tanner Lange

The Board took a short break.

III. Public Comment - none

IV. Announcements/Communications/Presentations

A Board Committee Reports

- Finance Committee presented by Blane Nash, Committee Chair
- Construction Committee presented by Joe Biediger, Committee Chair
- Curriculum Committee presented by Jason Bonney, Committee Chair

B Construction Briefing presented by Rafael Barajas

- High School #2
- MVHS Turf Field Project

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

May 30, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

- C Fine Arts Program Update presented by Juan Rodriguez
- D MVISD Scorecard Update - Priority 4 presented by Rafael Barajas, Crystal Hermes, & Doug Wozniak
- E Marshal Program Presentation presented by Doug Wozniak
- F Financial Briefing presented by Crystal Hermes
 - General Fund Financial Statement
 - Child Nutrition Financial Statement
 - Debt Service Fund Financial Statement
 - Bond 2023 Capital Projects Report
- G Superintendent Briefing presented by Dr. Caloss
 - Student Achievements
 - Staff Achievements
 - District Enrollment Numbers
- H First Reading of District Initiated Local Policy Revision - DNA (Local) presented by Brandi Hendrix
- I First Reading of TASB Initiated Local Policy Update 123 presented by Dr. Caloss

V. Discussion and Possible Action Items

- A Consider Approval of Minutes for Regular Board Meeting on April 29, 2024, and Special Board Meeting on April 29, 2024, and May 14, 2024

Jason Bonney made a Motion, seconded by Matt Castiglione, to approve the Board Minutes for the April 29, 2024 Regular Meeting, and the April 29, 2024 and May 14, 2024 Special Board Meetings as presented. All of the Board Members voted for and the Motion passed.

- B Consider Approval of Additional Representatives to the Lone Star Investment Pool

Jennilea Campbell made a Motion, seconded by Joe Biediger, to approve the additional representatives to the Lone Star Investment Pool as presented. All of the Board Members voted for and the Motion passed.

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

May 30, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

- C Consider Approval of Inter-local Agreement with Goodbuy Purchasing Cooperative

Blane Nash made a Motion, seconded by Jason Bonney, to approve the Inter-local Agreement with Goodbuy Purchasing Cooperative as presented. All of the Board Members voted for and the Motion passed.

- D Consider Approval of Budget Amendment

Matt Castiglione made a Motion, seconded by Joe Biediger, to approve the Budget Amendment as presented. All of the Board Members voted for and the Motion passed.

- E Consider Approval of the Medina Valley ISD Logo and the District Branding Guide

Jennilea Campbell made a Motion, seconded by Jason Bonney, to approve the MVISD Logo and the District Branding Guide as presented. All of the Board Members voted for and the Motion passed.

- F Consider Approval of Amendments and Additions to the 2023-2024 Compensation Plan

Matt Castiglione made a Motion, seconded by Jason Bonney, to approve the Amendments and Additions to the 2023-2024 Compensation Plan as presented. All of the Board Members voted for and the Motion passed.

- G Silos Elementary Purchases

- 1 Consider Approval of Purchase of Textbooks from McGraw Hill in the amount of \$220,455.44 for Silos Elementary

Blane Nash made a Motion, seconded by Joe Biediger, to approve the purchase of textbooks from McGraw Hill in the amount of \$220,455.44 for Silos Elementary as presented. All of the Board Members voted for and the Motion passed.

**Medina Valley Independent School District
Regular School Board Meeting**

Board Minutes

May 30, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

- 2 Consider Approval of Purchase of Campus Technology Equipment from Intech Southwest in the amount of \$403,535.00 for Silos Elementary

Joe Biediger made a Motion, seconded by Matt Castiglione, to approve the purchase of campus technology equipment from Intech Southwest in the amount of \$403,535.00 for Silos Elementary as presented. All of the Board Members voted for and the Motion passed.

- 3 Consider Approval of Purchase of Campus Technology Equipment from Apple in the amount of \$50,220.00 for Silos Elementary

Jason Bonney made a Motion, seconded by Matt Castiglione, to approve the purchase of campus technology equipment from Apple in the amount of \$50,220.00 for Silos Elementary as presented. All of the Board Members voted for and the Motion passed.

- H Consider Approval of Change Order #1 to WR Griggs General Contractors for the Medina Valley Middle School Traffic Improvement Project

Joe Biediger made a Motion, seconded by Blane Nash, to approve the Change Order #1 to WR Griggs General Contractors for the Medina Valley Middle School Traffic Improvement Project as presented. All of the Board Members voted for and the Motion passed.

- I Consider Approval of the Purchase of Campus Technology Equipment from Intech Southwest in the amount of \$317,590.00 for District Schools

Matt Castiglione made a Motion, seconded by Jason Bonney, to approve the purchase of campus technology equipment from Intech Southwest in the amount of \$317,590.00 for District Schools as presented. All of the Board Members voted for and the Motion passed.

- J Consider Approval of the Purchase of 450 classroom Ipads from Apple in the amount of \$125,550.00 for District Schools

Matt Castiglione made a Motion, seconded by Joe Biediger, to approve the purchase of 450 classroom Ipads from Apple in the amount of \$125,550.00 for District Schools as presented. All of the Board Members voted for and the Motion passed.

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

May 30, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

- K Consider Approval of the 2024-2025 Memorandum of Understanding with Bexar County Juvenile Board

Jason Bonney made a Motion, seconded by Matt Castiglione, to approve the 2024-2025 Memorandum of Understanding with Bexar County Juvenile Board as presented. All of the Board Members voted for and the Motion passed.

- L Consider Approval of Selection of the Construction Procurement Method for the Medina Valley ISD District Wide Access Controls Security Project

Blane Nash made a Motion, seconded by Joe Biediger, to approve the selection of the Competitive Sealed Bids Procurement Method for the Medina Valley ISD District Wide Access Controls Security Project as presented. All of the Board Members voted for and the Motion passed.

- M Consider Approval of Site Marketing Agreement with Diamond Communications Services

Jason Bonney made a Motion, seconded by Matt Castiglione, to approve the Site Marketing Agreement with Diamond Communications as presented. All of the Board Members voted for and the Motion passed.

- N Consider Approval of Purchase and Installation Services of Security Fencing for High School

Joe Biediger made a Motion, seconded by Jason Bonney, to approve the purchase and installation services of security fencing for High School not to exceed \$60,000.00 as presented. All of the Board Members voted for and the Motion passed.

- O Consider Approval of the Adoption of the Science Curriculum for grades K-5 from Houghtin Mifflin Harcourt, and Purchase of the instructional materials in the amount of \$707,319.62

Matt Castiglione made a Motion, seconded by Jason Bonney, to approve the adoption of the Science Curriculum for grades K-5 from Houghtin Mifflin Harcourt, and purchase of the instructional materials in the amount of \$707,319.62 as presented. All of the Board voted for and the Motion passed.

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

May 30, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

- P Consider Approval of the Adoption of the Science Curriculum for grades 6-12 from SAVVAS, and Purchase of the instructional materials in the amount of \$611,735.35

Blane Nash made a Motion, seconded by Jennilea Campbell, to approve the adoption of the Science Curriculum for grades 6-12 from SAVVAS, and purchase of the instructional materials in the amount of \$611,735.35 as presented. All of the Board Members voted for and the Motion passed.

Nathan Fillinger, Board President announced at 8:04 pm that the Board of Trustees would convene in closed session as authorized by Section 551.071, 551.074, 551.072 and 551.076 of the Texas Open Meetings Act to consider agenda item VI - A, B, C and D. No action took place in closed session.

VI. Closed Session

- A Consultation with Attorney (TX Govt. Code Section 551.071)
- B Personnel Matters: Resignations, Retirements, Leaves of Absence, Reassignments, New Employment, New Personnel Position, Duties/Responsibilities of Employees (TX Govt. Code Section 551.074)
 - Director of Curriculum and Instruction
 - Executive Director of Schools
- C Deliberation Regarding Real Property (TX Govt. Code Section 551.072)
- D Considering the deployment, specific occasions for, or implementation of, security personnel or devices (TX Govt. Code Section 551.076)
 - District Facility Safety Assessment Report

Board President Nathan Fillinger announced that the Board would reconvene into Open Session on May 30, 2024 at 10:00 pm.

**Medina Valley Independent School District
Regular School Board Meeting**

Board Minutes

May 30, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

VII. Continued Discussion and Possible Action Items

- A Consider Approving the Superintendent's Recommendation to hire _____ for the Director of Curriculum and Instruction Position
- B Consider Approving the Superintendent's Recommendation to hire _____ for the Executive Director of Schools Position

Jennilea Campbell made a Motion, seconded by Jason Bonney, to approve the Superintendent's recommendations to hire for the Director of Curriculum and Instruction and the Executive Director of Schools as presented in Closed Session. All of the Board Members voted for and the Motion passed.

C Consideration of future meeting dates

We have a Special Meeting scheduled for June 10th at 9:30 am.

We have a Special Meeting/Budget Workshop scheduled for June 19th at 6 pm.

The next Regular Board Meeting is scheduled for June 24, 2024 at 6 pm.

VIII. Adjournment

Matt Castiglione made a Motion, seconded by Joe Biediger, to adjourn the Regular Board Meeting at 10:02 pm on May 30, 2024. All of the Board Members voted for and the Motion passed.

Nathan Fillinger, Board President

Jennilea Campbell, Board Secretary

Board Approved _____

Medina Valley Independent School District
Special School Board Meeting

Board Minutes

June 10, 2024, 9:00 AM

Medina Valley ISD Central Office Board Room

A **Special Board Meeting** of the Board of Trustees was held June 10, 2024, beginning at 9:00 am at the Medina Valley ISD Central Office Board Room.

I. First Order of Business

A Call Meeting to Order

Nathan Fillinger, Board President, called the Medina Valley ISD Special Board Meeting to order at 9:00 am.

B Establish a Quorum

A quorum of the Board Members were present, Jennilea Campbell, Matt Castiglione, Joe Biediger, Blane Nash and Nathan Fillinger. Jason Bonney was absent.

C Pledge of Allegiance to the Flag followed by a moment of silence

Everyone joined in the Pledge of Allegiance to the American Flag and the Texas Flag, followed by a moment of silence.

II. Public Comment - None

Nathan Fillinger, Board President announced at 9:01 am that the Board of Trustees would convene in closed session as authorized by Section 551.071 of the Texas Open Meetings Act. No action was taken in closed session.

III. Closed Session

A Consultation with Attorney (TX Govt. Code Section 551.071)

- Discussion regarding the Level Three Grievance Process and Procedures

Board President Nathan Fillinger announced that the Board would reconvene into Open Session on June 10, 2024 at 9:30 am.

IV. Discussion and Possible Action Items

A Conduct Level Three Grievance Hearing of B.K. and B.K. on Behalf of their Children

B Conduct Level Three Grievance Hearing of A.R. and B.R. on Behalf of their Children

Nathan Fillinger, Board President announced at 10:14 am that the Board of Trustees would convene in closed session as authorized by Section 551.071 of the Texas Open Meetings Act. No action was taken in closed session.

**Medina Valley Independent School District
Special School Board Meeting**

Board Minutes

June 10, 2024, 9:00 AM

Medina Valley ISD Central Office Board Room

V. Closed Session

- A Consultation with Attorney (TX Govt. Code Section 551.071)
- Discussion regarding Parent/Student Grievances

Board President Nathan Fillinger announced that the Board would reconvene into Open Session on June 10, 2024 at 10:40 am.

VI. Continued Discussion and Possible Action Items

- A Discussion and Possible Action Regarding Level Three Grievance of B.K. and B.K. on Behalf of their Children

Matt Castiglione made a Motion, seconded by Jennilea Campbell, to deny the grievance filed by BK and BK on Behalf of their children. All of the Board Members voted for and the Motion passed.

- B Discussion and Possible Action Regarding Level Three Grievance of A.R. and B.R. on behalf of their children

Blane Nash made a Motion, seconded by Jennilea Campbell, to deny the grievance filed by AR and BR on behalf of their children. All of the Board Members voted for and the Motion passed.

- C Consider the Purchase of Equipment and Installation Services for HVAC repairs for the Medina Valley High School Cafeteria and Lobby in the amount of \$134,980.00 from Heat Transfer Solution, Inc and Advanced Temperature Control

Matt Castiglione made a Motion, seconded by Joe Biediger, to approve the Purchase of Equipment and Installation Services for HVAC repairs for the Medina Valley High School Cafeteria and Lobby in the amount of \$134,980.00 from Heat Transfer Solution, Inc and Advanced Temperature Control as presented. All of the Board Members voted for and the Motion passed.

I. Adjournment

Joe Biediger made a Motion, seconded by Matt Castiglione, to adjourn the Special Board Meeting at 10:44 am on June 10, 2024. All of the Board Members voted for and the Motion passed.

Nathan Fillinger, Board President

Jennilea Campbell, Board Secretary

Board Approved _____

Medina Valley Independent School District
Special Board Meeting

Board Minutes

June 19, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

A **Special Board Meeting** of the Board of Trustees was held Wednesday, June 19, 2024, beginning at 6:00 pm at the Medina Valley ISD Central Office Board Room.

I. First Order of Business

A Call Meeting to Order

Nathan Fillinger, Board President, called the Medina Valley ISD Special Board Meeting to order at 6:00 pm.

B Establish a Quorum

A quorum of the Board Members were present, Jennilea Campbell, Matt Castiglione, Joe Biediger, Jason Bonney and Nathan Fillinger. Blane Nash was absent.

C Pledge of Allegiance to the Flag followed by a moment of silence

Everyone joined in the Pledge of Allegiance to the American Flag and the Texas Flag, followed by a moment of silence.

II. Public Comment - none

III. Closed Session

Nathan Fillinger, Board President announced at 6:01 pm that the Board of Trustees would convene in closed session as authorized by Section 551.071, 551.074 and 551.072 of the Texas Open Meetings Act to consider agenda item III - A, B and C. No action took place in closed session.

A Consultation with Attorney (TX Govt. Code Section 551.071)

B Deliberation Regarding Real Property (TX Govt. Code Section 551.072)

C Personnel Matters: Resignations, Retirements, Leaves of Absence, Reassignments, New Employment, New Personnel Position, Duties/Responsibilities of Employees (TX Govt. Code Section 551.074)

- Interviews for SMD #1 Board Vacancy

Board President Nathan Fillinger announced that the Board would reconvene into Open Session on June 19, 2024 at 7:30 pm.

**Medina Valley Independent School District
Special Board Meeting**

Board Minutes

June 19, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

IV. Discussion and Possible Action Items

- A Consider Approval of Purchase and Installation/Configuration of Network Equipment for the MVHS New Portable Buildings from United Data Technologies in the amount of \$93,182.62

Matt Castiglione made a Motion, seconded by Jason Bonney, to approve the purchase and Installation/configuration of Network Equipment for the MVHS New Portable Buildings from United Data Technologies in the amount of \$93,182.62 as presented. All of the Board Members voted for and the Motion passed.

- B Discuss and Consider Approval of Resolution Authorizing Purchase of approximately 21.1 acres of Land and all Improvements, if any, for a Purchase Price of \$1,484,000.00 (approximately \$70,000.00 per acre) from SA Landon Ridge, LP, and being in the Robert Lewis Survey 63, Abstract 422, County Block 4341, Bexar County, Texas and being a portion of a called 78.67 acre tract of land recorded in Document Number 20220213022 of the Official Public Records of Bexar County, Texas, Texas described in the deed recorded from Equitable Land Holdings, LLC to SA Landon Ridge, LP

Matt Castiglione made a Motion, seconded by Joe Biediger, to adopt a resolution to authorize the purchase of approximately 21.03 acres located in the Tres Laurels development in Bexar County, Texas with all improvements, if any, for a purchase price of \$1,484,000.00 (approximately \$70,000.00 per acre) from SA Landon Ridge, LP, authorize the Superintendent to negotiate and sign a real estate sales contract with the seller and authorize the Superintendent to tender the purchase price and other costs and execute closing documents on behalf of the District, including a Development and Escrow Agreement. All of the Board Members voted for and the Motion passed.

- C Discuss and consider approval of Resolution Authorizing Purchase of approximately 50 acres (Tract 1 28.284 acres and Tract 2 21.630 acres) located in the Straus-Medina development Bexar County, Texas, with all improvements (including planned infrastructure build-out from Seller), if any, for a purchase price of \$5,300,000 (approximately \$106,000 per acre) from JEN Texas 36, LLC, and being a portion of that called 1,094.62 acre tract situated in the Gil Rodriguez Survey Number 11, Abstract No. 615 Bexar County, Texas and described in Deed from Bexar Metropolitan Water District to the City of San Antonio in Volume Number 151414 Page 1147 / Document Number 20120055877 in March 2012.

**Medina Valley Independent School District
Special Board Meeting**

Board Minutes

June 19, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

Joe Biediger made a Motion, seconded by Jennilea Campbell, to adopt a resolution to authorize the purchase of approximately 50 acres located in the development the Straus-Medina development in Bexar County, Texas with all improvements (including planned infrastructure build-out from Seller), if any, for a purchase price of \$5,300,000 (approximately \$106,000 per acre) from JEN Texas 36, LLC., authorize the Superintendent to negotiate and sign a real estate sales contract with the seller and authorize the Superintendent to tender the purchase price and other costs and execute closing documents on behalf of the District, including a Development and Escrow Agreement. All of the Board Members voted for and the Motion passed.

D Appointment of New Board Member for SMD #1

Jason Bonney made a Motion, seconded by Matt Castiglione, to appoint Ben Juarez for the Single Member District #1 Board Member Position. All of the Board Members voted for and the Motion passed.

E Administer Oath of Office for SMD #1 Board Member

After making the Oath of Office Ben Juarez took his seat at the dais.

V. Budget Workshop

VI. Adjournment

Jason Bonney made a Motion, seconded by Matt Castiglione, to adjourn the Special Board Meeting at 9:26 pm on June 19, 2024. All of the Board Members voted for and the Motion passed.

Nathan Fillinger, Board President

Jennilea Campbell, Board Secretary

Board Approved _____



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: June 24, 2024

Agenda Item: Consideration of appointment of five community members to the School Health Advisory Council (SHAC)

Background Information:

Board Policy BDF (Legal): Board Internal Organization: Citizen Advisory Committees - Composition of SHAC - The Board shall appoint at least five members to the SHAC. One of those members shall serve as chair or co-chair of the SHAC. Majority of members must be persons who are parents of students enrolled in the district and who are not employed by the district. The board may also appoint one or more persons from groups or a representative from a group, ie: Classroom teachers, district students, health care professionals.

Administrative Consideration:

There are five SHAC members that are not employees of the school district that have provided intent to remain members of the SHAC for the upcoming school year.

Tina Baron

Rhonda Brast

JoAnn Gonzalez

Karol Martin

Melissa Scott

Financial Consideration:

No financial considerations

Supporting Document(s):

SHAC Annual Report - Community Members for SY 23-24

Recommendation:

It is recommended that the Board of Trustees approve the appointment of the five members named above to continue serving as SHAC members in SY 24-25.



Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: 6/24/2024

Agenda Item: Consider approving revisions to DNA Local

Background Information:

Input from administrators and teachers was used to formulate the T-TESS Waiver proposal and the revision of the DNA Local policy. The first reading of revisions to DNA Local was heard at the May Board Meeting.

Administrative Consideration:

- Allow additional time for administrators to focus on new teachers and teachers who are in need of coaching and feedback
- Reward teachers who receive T-TESS ratings of proficient or above with the opportunity to waive their formal observation 2 times during a 3 year period
- All teachers will receive Fall and Spring walk throughs and a summative conference each year
- An administrator may schedule a full evaluation at any time during the year if concerns are noted during a walkthrough evaluation

Supporting Document(s):

- DNA Local Policy Revision

Recommendation:

It is recommended that the Board of Trustees approve revision to DNA Local as presented.

PROPOSED REVISIONS

T-TESS

The District shall appraise teachers ~~annually~~ using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations.

The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.

Annual Appraisal

District teachers shall be appraised annually.

Exception

Teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy shall be appraised in accordance with the provisions below.

Less-Than-Annual

Eligibility

In addition to meeting the eligibility requirements in state rules, to be eligible for less-than-annual evaluations under the T-TESS, a teacher shall:

1. Be employed on an educator term contract;
2. Hold SBEC certification;
3. Have been employed by the District for at least three years or have been employed by the District for one full year with at least three years of teaching experience; and
4. Have received a rating of at least proficient with no areas of deficiency on the teacher's most recent appraisal.

Frequency

Eligible teachers shall be appraised every three years.

During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.

A teacher's supervisor shall have the authority to return a teacher to the traditional appraisal cycle as a result of performance deficiencies documented in accordance with state rule.

Annual Review Process

T-TESS

In the years in which a T-TESS appraisal is not scheduled for an eligible teacher, the teacher shall participate in an annual review process that includes the elements listed in state rule.

The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: 6/24/2026

Agenda Item: Consider approval of the purchase of Age of Learning, an adaptive learning software

Background Information:

Age of Learning consists of a reading and math platform that will serve students in grades PK through 2nd. My Math Academy is an adaptive, personalized program that helps students master foundational math concepts and skills; the program has embedded assessments to give ongoing feedback to teachers so that they can monitor student progress and adapt instruction to meet individual student needs.

My Reading Academy is grounded in the science of teaching reading and is an adaptive and personalized program that guides students through explicit and systematic phonemic awareness and phonics instruction. It provides students with rich reading and language experiences to create skilled, fluent readers. My Reading Academy Espanol will be purchased for the two Bilingual Hub Campuses. This purchase is budgeted out of 2023-2024 Title 1 Funds.

Administrative Consideration:

- Vendor is on the TIPS Buying Cooperative
- Total Purchase Price of \$88,900
- Title I Funds will be used to purchase and is included in the District Improvement Plan

Supporting Document(s):

- Age of Learning Quote
- Edgar Compliance
- TIPS Contract

Recommendation:

It is recommended that the Board of Trustees approve the purchase of Age of Learning as presented.



Dear Brandi,

On behalf of Age of Learning, Inc., we look forward to a potential partnership with you. We are committed to providing high-impact, personalized instructional solutions combined with unparalleled implementation, training, and ongoing support to address the needs of your students.

Age of Learning is a leading creator and provider of proven learning solutions that help children build a strong foundation for academic success and a lifelong love of learning. With more than 10 billion Learning Activities completed by over 50 million children worldwide, Age of Learning is a global leader in efforts to advance equity, access, and opportunity for all children.

Our team brings more than 400 years of combined classroom, district, and educational research experience to the design, production, and creation of the exceptionally effective learning experiences and resources that have proven efficacy in increasing children's learning gains.

My Math Academy is an adaptive, personalized program that helps students master foundational math concepts and skills. *My Math Academy* provides students with a personalized, game-based approach to mastering those fundamental math concepts and skills through interactivity, adaptive challenges, continuous embedded assessments, and ongoing feedback to sustain engagement and motivation.

My Reading Academy, grounded in the Science of Reading, is an adaptive, personalized program that guides students through explicit and systematic phonemic awareness and phonics instruction paired with rich reading and language experiences to create skilled, fluent readers.

The Educator Center for both *My Math Academy* and *My Reading Academy* provides easy-to-use, real-time Data Dashboards to help you monitor student progress and usage at the district, school, and classroom level. Additionally, the Caregiver Center's easy-to-access Dashboards display real-time student progress against skills, and additional activities support students at home. Both *My Math Academy* and *My Reading Academy* are aligned to your Texas standards.

Age of Learning is dedicated to giving busy administrators and teachers a fast and efficient path to implementation. Rapid system setup, integration with a variety of education management systems, and online and in-person professional development paired with a dedicated customer success support team member ensure success from the start.

We have witnessed incredible results at a variety of school districts and look forward to working with the participating teachers to achieve success together.

Sincerely,

January Hodge
Vice President, Sales
january.hodge@aofl.com | 912.414.3055

MyMathAcademy® **MyReadingAcademy™**

Prepared For:

 Brandi Hendrix
 brandi.hendrix@mvisd.org
 Medina Valley Independent School District
 8449 Fm 471 S
 Castroville Texas 78009

Bill To:

 Medina Valley Independent School District
 8449 Fm 471 S
 Castroville Texas 78009

Payment Terms: Net 30

Subscription Term: 12 Months (8/1/2024 - 7/31/2025)

Item #	Product Name	Up To Qty	Unit	List Unit Price	Net Unit Price	List Total	Total*
MMA-S	My Math Academy Site License	6	Site	\$9,500.00	\$5,700.00	\$57,000.00	\$34,200.00
MRA-S	My Reading Academy Site License	6	Site	\$9,500.00	\$5,700.00	\$57,000.00	\$34,200.00
MRAE-S	My Reading Academy Español Site License	2	Site	\$7,500.00	\$5,000.00	\$15,000.00	\$10,000.00
PD-W	Professional Learning Webinar	7	Each	\$500.00	\$500.00	\$3,500.00	\$3,500.00
PD-OS	Professional Learning On-Site Day	2	Each	\$3,500.00	\$3,500.00	\$7,000.00	\$7,000.00
	Total					\$139,500.00	\$88,900.00

*Prices shown above do not include any taxes that may apply.

Item # Product Description

- MMA-S My Math Academy Site/Campus License includes educator access to self-guided virtual professional learning courses, product implementation/configuration and ongoing technical product support.
- MRA-S My Reading Academy Site/Campus License includes educator access to self-guided virtual professional learning courses, product implementation/configuration and ongoing technical product support.
- MRAE-S My Reading Español Academy Site/Campus License includes educator access to self-guided virtual professional learning courses, product implementation/configuration and ongoing technical product support.
- PD-W Professional Learning Webinar: One live virtual session (up to 2 hours) for up to 40 participants
- PD-OS Professional Learning On-Site Day: On-site professional learning for up to three 2-hour sessions (same day), up to 40 participants per session, infrastructure of internet connection and devices provided by district.

The subscription(s) and/or services on this quote are inclusive of any costs and fees for participation by invitation in certain customer events sponsored by Age of Learning including, but not limited to, roundtables, lectures, panel discussions, and Leadership Forums (including meals, where applicable) for the purposes of implementation planning and engagement, customer feedback, professional development, and related activities and events.

PLACING AN ORDER: To place an order with Age of Learning, Inc. for the services during the Subscription Term as described in this quote, send email to school.orders@aofl.com, copy your account partner, Tyler Bosserman (tyler.bosserman@aofl.com) and include the following items:

1. this quote,
2. your purchase order, and
3. your tax exemption certificate (or add tax to your purchase order).

If a Data Privacy Agreement is required and has not yet been provided, please forward your required agreement to your account partner. This quote is valid through 7/31/2024; if you have not returned this quote to Age of Learning, Inc. by such date, please contact your account partner for a revised quote.

TERMS AND CONDITIONS: https://educate.aofl.com/cdn/pdf/terms_and_conditions.pdf

The Terms and Conditions linked above are applicable to the services described in this quote. By providing Age of Learning, Inc. with a purchase order for the services specified in this quote, or signing this quote below, you represent that you have read, understand, and agree:

1. to the terms of this quote,
2. to the Terms and Conditions linked above, and
3. that you are authorized on behalf of **Medina Valley Independent School District** to agree to the Terms and Conditions.



A Department of Education Service Center Region 8, 4845 US Highway 271 North, Pittsburg, Texas 75686, (866) 839-8477

To: All TIPS Members

Re: TIPS Federal Funds Disclaimer and Information Sheet

To whom it may concern:

You have clicked on a link or otherwise sought to determine whether a specific TIPS Vendor on a specific TIPS Contract is EDGAR compliant. If the website states “No” to EDGAR compliance for that specific Vendor Contract, then the specific TIPS Vendor on that specific TIPS Contract is **not EDGAR compliant**. If the website states “View Doc” to EDGAR compliance and you are linked to this letter, then TIPS has ensured the specific TIPS Vendor’s compliance with 2 CFR 200 on the specified contract **to the extent a cooperative can do so**, as described below.

Region 8 Education Service Center (Region 8 ESC) is a Texas Education Service Center which operates The Interlocal Purchasing System (TIPS), a purchasing cooperative and department of Region 8 ESC. This document certifies that Region 8 ESC and TIPS made every effort to comply with the most restrictive requirements of 2 CFR 200, identified for educational purposes as the Education Department General Administrative Regulations (“EDGAR”). Please note that federal funds not sourced from the US Department of Education are likely regulated by 2 CFR 200 but are not technically “EDGAR.” Each federal agency and its corresponding state “pass-through” agency may interpret 2 CFR 200 differently. TIPS certifies that it competitively procures all awarded contracts pursuant to § 44.031 of the Texas Education Code, or Texas Government Code § 2269, as applicable, the most restrictive procurement method, and performs the most restrictive procurement method required by law and regulation, including all of the necessary steps outlined in 2 CFR 200, except the Price or Cost Analysis for purchases of \$250,000 and greater. (See below). **This letter certifies that the Vendor agreed to those 2 CFR 200 contract provisions for the specified contract.**

However, this TIPS certification cannot relieve Members of federal requirements that cannot reasonably be performed by cooperatives. For example, 2 CFR 200 requires a cost or price analysis for purchases over \$250,000.00, a threshold adopted by TEA and the US Dept. of Education. TIPS does not perform a formal cost or price analysis because TIPS is not the entity making the actual purchase of goods or services. If a Vendor is awarded then TIPS has determined that the pricing is within the competitive range for the Vendor’s offering. However, when required by law, the TIPS Member must perform the required analysis on the specific goods or services before seeking TIPS pricing/purchasing from the TIPS Vendor and then upon completion of the purchase process.

Additionally, due to the Texas Department of Agriculture Guidance ARM Section 17 (“ARM Section 17”), relating to Federal Child Nutrition Program Funds (Primarily Texas Public School Fund 240), requirement that all solicitations include specific quantities of goods or services purchased, TIPS Contracts are not in compliance with ARM Section 17 as a **stand-alone** purchase contract. This is because TIPS has no way of predicting which Members will purchase specific quantities of goods and services. However, for Federal Child Nutrition Fund purchases in which the ARM Section 17 required cost or price analysis has been performed by the Member, TIPS contracts may be used in conjunction with the Member’s three quote process **unless labeled with “No” as to EDGAR compliance**. See also ARM Section 17.84 addresses purchasing through a **“Third Party Cooperative that does not follow USDA Procurement Regulations”**. This will include TIPS and possibly other cooperatives that do not specify the exact quantities and line items procured by the cooperative. See the latest ARM Section 17 [here](#).

If this letter was linked or provided in relation to a specific Vendor Contract then the Vendor has agreed to the 2 CFR 200 Contract provisions. For our Members’ benefit, we encourage you, when expending federal funds, to make certain that you understand and comply with any other 2 CFR 200 requirements that cannot necessarily be met on your behalf by a cooperative. We also encourage you to incorporate all 2 CFR 200 TIPS Contract provisions agreed to by the Vendor into all supplemental agreements you enter into with the TIPS Vendor, if any. While TIPS works very hard to ensure legal purchasing compliance on Members’ behalf TIPS does not provide legal counsel to its Members. TIPS recommends that you consult your legal counsel when executing contracts with TIPS Vendors. TIPS reserves the right to change its process as necessary in relation to updated guidance. Thank you for being a Member of TIPS and for letting us assist with your procurement needs.



www.ageoflearning.com

Age of Learning Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	101 N. Brand Blvd, 8th Floor	NAME Charlie Martin
CITY	Glendale	PHONE (866) 839-8477
STATE	CA	FAX (866) 839-8472
ZIP	91203	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

Overview

Age of Learning, Inc., creator of ABCmouse®, is a leading education technology innovator, creating engaging and effective learning resources to help children build a strong foundation for academic success and a lifelong love of learning. Our research-based digital education programs have proven efficacy in increasing children’s learning gains, and our curriculum is developed by an experienced team of education experts. Our School Solutions Programs include My Math Academy®, an adaptive, personalized program that helps students master foundational math concepts, and My Reading Academy™, which helps young learners become fluent readers and build a foundation for reading comprehension and literacy. With more than 10 billion Learning Activities completed by over 50 million children worldwide, Age of Learning is a global leader in efforts to advance equity, access, and opportunity for all children.

My Math Academy and My Reading Academy are standards-aligned programs that support the learning goals outlined in state standards for English language arts and math.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
230101	Assistive Technology Goods and Services	03/31/2026	See EDGAR Certification Doc.
230105	Technology Solutions Products and Services	05/31/2028	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

230101

Elena Cupingood	Director of	(818) 246-2223	k12bids@aofl.com
David Webb	Director Regional	(818) 246-2223	david.webb@aofl.com

230105

Elena Cupingood	Director of	(818) 246-2223	k12bids@aofl.com
David Webb	Director Regional	(818) 246-2223	david.webb@aofl.com



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: 6/24/2024

Agenda Item: Consider approving the purchase of Newsela ELA, Social Studies, and Formative Gold

Background Information:

In early April, we applied for a competitive grant (Interactive Online Learning Grant) from TEA. We received notice that we have been preliminarily selected to receive the grant pending further review. Per TEA, *the purpose of this grant is to support the implementation of effective interactive online learning models in middle school and high school instruction in United States History, Texas History, and English Language Arts.* Our grant application includes funding for the purchase of Newsela ELA and Social Studies (including the Texas State History Middle School Collection) as well as Formative Gold for middle schools and the high school.

Newsela will provide robust resources in multiple areas such as informational text, vocabulary development, comprehension skills practice, and writing practice that are all TEKS aligned. Teacher teams will utilize the resources while designing engaging learning experiences for all students as well as provide targeted online modules for independent application. In addition, Formative Gold is an assessment tool that individual teachers and teams will be able to use for quick daily checks of student understanding, or curriculum based unit assessments to gauge where students are in their mastery of the standards. This is a vital piece of the process to help strengthen our PLCs in their use of data to increase student engagement and growth. (District Scorecard 1.1.1)

Administrative Consideration:

- Total cost for the Newsela program (grades 6-12), for a 2-year period is \$194,482 (\$97,241 per year)
- Funds will come from 2024-2026 Interactive Online Learning Grant, Cycle 1

Supporting Document(s):

- Quote for Newsela
- Region 20 Purchasing Cooperative

Recommendation:

It is recommended that the Board of Trustees approve the purchase of Newsela ELA, Social Studies, and Formative Gold as presented.

Order Form

Billing Information:

Billing Frequency: Upfront in full
Payment Terms: Net 60
Billing Schedule: Upon Contract Signature

Order Form No. Q-133741
Newsela Sales Rep: Elizabeth Han
Contact Email: elizabeth.han@newsela.com
Offer Date: May 20, 2024
Expiration Date: May 16, 2024

To:
Amy Millis
Medina Valley Independent School District
8449 Fm 471 S
Castroville, TX 78009-5313

Qty	Products/Services	List Price
1	Newsela	\$194,482.00
Contract Total		\$194,482.00

*See table above or Appendix for Product/Services details and License Dates.

This Order Form and the Terms of Service [available here](#), which are hereby incorporated by this reference, is entered into by and between Newsela, Inc., and its parents, subsidiaries and affiliates, having an office at 169 Madison Ave., #2770, New York, NY 10016 (together “Newsela”) and the customer named above, having an office at the address set forth above (“Customer”). All capitalized terms used in this Order Form and not defined herein shall have the meanings ascribed to them in the Terms of Service linked above. This Order Form is subject to the Terms of Service linked above, Newsela’s Privacy Policy and, where applicable, any additional Terms and Conditions, or other binding RFP or binding bid signed by and between the Parties (together the “Customer Agreement”).

The Customer Agreement constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all written or oral understandings, proposals, bids, offers, purchase or delivery orders, negotiations, agreements or communications of every kind. Additionally, the Customer Agreement specifically supersedes the terms and conditions of any Purchase Order delivered to Newsela after this Customer Agreement is executed and any such terms and conditions shall not be applicable or considered a part of the terms and conditions that govern this engagement. The Customer’s internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained therein are intended only for the Customer and should be kept confidential.

Term: The subscription for the above-identified Newsela Products will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this Order Form, the Customer agrees to the pricing per product and quantity breakdowns underlying this Order Form, which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise. Failure of the Customer to make

use of the Products during their respective License Dates specified herein will not extend Newsela’s obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a ‘Renewal Term’). If this Customer Agreement is so renewed, Customer agrees the prices payable for such Renewal Term shall be the prevailing rates then offered by Newsela for the licensed products stated above.

Fees: The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. If a Purchase Order is required, Customer shall submit the Purchase Order to Newsela in accordance with the Billing Information set forth hereinabove by emailing it to billing@newsela.com and including “Customer Agreement No. Q-133741” in the subject line, otherwise a purchase order shall not be required for payment. Service will be suspended at Newsela’s discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

- PO Required:
- PO Number:
- PO Amount:

Billing Information

Provide the billing service representative to whom the invoice should be addressed.

- Bill-To Name:**
- Bill-To Email:**

By initialing here, I agree that the billing details stated above are current and accurate. _____

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

Authorized Signature:	Date of Signature:
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Appendix

Products/Services Breakdown:

Qty	Sites	Product Code	Products/Services	License Dates
4,600	3	ATG124	Formative Gold	05/17/24 - 04/26/26
4,600	3	ATG126	Formative Locked Browser	05/17/24 - 04/26/26
2	1	ATG017	Individual In-Person Add-On Session	05/17/24 - 04/26/26
6	1	ATG016	Individual Virtual Add-On Session	05/17/24 - 04/26/26
4,600	3	ATG145	Newsela ELA	05/17/24 - 04/26/26
4,600	3	ATG149	Newsela Social Studies	05/17/24 - 04/26/26
2,300	2	ATG198	The TEKS Resource System Middle School Social Studies Collection	05/17/24 - 04/26/26
634	2	ATG178	The Texas State History Middle School Collection	05/17/24 - 04/26/26

Product/Service Breakdown Per School:

Line#	Schools	Products/Services	License Dates
1	MEDINA VALLEY HIGH SCHOOL	Formative Gold	05/17/24 - 04/26/26
2	MEDINA VALLEY HIGH SCHOOL	Formative Locked Browser	05/17/24 - 04/26/26
3	MEDINA VALLEY HIGH SCHOOL	Newsela ELA	05/17/24 - 04/26/26
4	MEDINA VALLEY HIGH SCHOOL	Newsela Social Studies	05/17/24 - 04/26/26
5	MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT	Individual In-Person Add-On Session	05/17/24 - 04/26/26
6	MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT	Individual Virtual Add-On Session	05/17/24 - 04/26/26
7	MEDINA VALLEY LOMA ALTA MIDDLE	Formative Gold	05/17/24 - 04/26/26
8	MEDINA VALLEY LOMA ALTA MIDDLE	Formative Locked Browser	05/17/24 - 04/26/26
9	MEDINA VALLEY LOMA ALTA MIDDLE	Newsela ELA	05/17/24 - 04/26/26
10	MEDINA VALLEY LOMA ALTA MIDDLE	Newsela Social Studies	05/17/24 - 04/26/26
11	MEDINA VALLEY LOMA ALTA MIDDLE	The TEKS Resource System Middle School Social Studies Collection	05/17/24 - 04/26/26
12	MEDINA VALLEY LOMA ALTA MIDDLE	The Texas State History Middle School Collection	05/17/24 - 04/26/26
13	MEDINA VALLEY MIDDLE SCHOOL	Formative Gold	05/17/24 - 04/26/26
14	MEDINA VALLEY MIDDLE SCHOOL	Formative Locked Browser	05/17/24 - 04/26/26
15	MEDINA VALLEY MIDDLE SCHOOL	Newsela ELA	05/17/24 - 04/26/26
16	MEDINA VALLEY MIDDLE SCHOOL	Newsela Social Studies	05/17/24 - 04/26/26
17	MEDINA VALLEY MIDDLE SCHOOL	The TEKS Resource System Middle School Social Studies Collection	05/17/24 - 04/26/26
18	MEDINA VALLEY MIDDLE SCHOOL	The Texas State History Middle School Collection	05/17/24 - 04/26/26

TIPS VENDOR AGREEMENT

Between Newsela and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for **TIPS RFP 210101 Technology Solutions, Products and Services**

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include **manufacturer's minimum standard warranty** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately five (5) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is May 22, but extended negotiations delay award until June 27, The end date of the resulting initial “five-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2025.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus five years.

Example: *If the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original five-year term shall be May 31, 2025.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned

Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (only when applicable to service or job)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the

TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures

and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor’s TIPS project files, documentation and correspondence related to the requesting TIPS Member’s order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov’t Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability \$1,000,000 each Occurrence/ Aggregate

Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 210101 Technology Solutions, Products and Services

Company Name Newsela

Address PO Box 25588

City Brooklyn State NY Zip 11202

Phone (516) 474-6112 Fax 914-462-4421

Email of Authorized Representative Chris.Mezzatesta@newsela.com

Name of Authorized Representative Chris Mezzatesta

Title Chief Customer Officer

Signature of Authorized Representative *Chris Mezzatesta*
DocuSigned by:
1411908156100310433

Date 2/25/2021

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature *Meredith Barton*

Approved by ESC Region 8 *David Wayne Fitts*

Date 5-13-2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



210101
Newsela, Inc.
Supplier Response

Event Information

Number: 210101
Title: Technology Solutions, Products and Services
Type: Request for Proposal
Issue Date: 1/7/2021
Deadline: 2/26/2021 03:00 PM (CT)
Notes:

IF YOU ALREADY HOLD TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES (“200105”), YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 200105 AT THIS TIME. IF YOU HOLD 200105, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 200105 WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANY OF THE FOLLOWING TIPS CONTRACTS AND YOU DO NOT HOLD 200105 OR WISH TO REPLACE 200105 AT THIS TIME, PER TIPS PRIOR NOTIFICATION, YOU MUST RESPOND TO THIS SOLICITATION BECAUSE YOUR SPECIFIC CONTRACT IS BEING CONSOLIDATED INTO OR REPLACED BY THIS CONTRACT.

- TIPS 181204 Notification Systems
- TIPS 181201 Data Backup Disaster Recovery
- TIPS 181203 Management Software and Services
- TIPS 180701 Distance Learning Services and Hardware
- TIPS 170904 Managed Print Services
- TIPS 180503 Software
- TIPS 181102 Internet & Network Security
- TIPS 180306 Technology Solutions, Products and Services

(2)

- TIPS 190302 Technology Solutions, Products and Services

(3)

TIPS RESERVES THE RIGHT TO ISSUE, REBID, OR CANCEL ANY PLANNED SOLICITATIONS AT ANY TIME AS NECESSARY FOR THE NEEDS OF TIPS, TIPS VENDORS, AND TIPS MEMBERS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Newsela, Inc. Information

Contact: Perla Sanchez
Address: PO Box 25588
Brooklyn, NY 11202
Phone: (516) 474-6112
Email: perla.sanchez@newsela.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Chris Mezzatesta

Signature

Submitted at 2/25/2021 4:29:09 PM

chris.mezzatesta@newsela.com

Email

Requested Attachments

Vendor Agreement

210101_Vendor_Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

210101_Agreement_Signature_Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Form 1

Newsela_210101 Pricing Form 1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

Newsela_210101 Pricing Form 2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

Reference_Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

Newsela Pricing 2021 TX TIPS 210101.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

Newsela-Core-Products-Positioning.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

Newsela_Logo.png

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

NEWSELA CERTIFICATION OF CORPORATE OFFERER FORM.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

210101_NEWSELA_CONFIDENTIALITY_CLAIM_FORM.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

Newsela 2021 W9.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

Response Attachments

TIPS210101_Newsela_GL_COI.pdf

Newsela General Liability Certificate of Insurance

TIPS210101_Newsela_WC_COI.pdf

Newsela Workers Comp Certificate of Insurance

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Bid Attributes

1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="NO"/>
2	Yes - No Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input type="text" value="Yes"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="No response"/>
5	Company and/or Product Description: This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) <input type="text" value="Describe your product:
Newsela is an Instructional Content Platform which publishes 10 high-interest nonfiction articles daily at five reading levels of complexity for grades 2-12 through our proprietary, rapid text-leveling process. We partner with over 100 of the most trusted names in publishing to bring exciting content to students and to bring teachers of all subject areas new, easily-searchable, standards-aligned content."/>
6	Primary Contact Name Primary Contact Name <input type="text" value="Perla Sanchez"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="District Partnerships Director"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="perla.sanchez@newsela.com"/>

9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7205303741"/>
----------	--

10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9144624421"/>
-----------	--

11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7205303741"/>
-----------	---

12	Secondary Contact Name Secondary Contact Name <input type="text" value="Dody Gerick"/>
-----------	---

13	Secondary Contact Title Secondary Contact Title <input type="text" value="Catalog Approvals Coordinator"/>
-----------	---

14	Secondary Contact Email Secondary Contact Email <input type="text" value="procurement@newsela.com"/>
-----------	---

15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4082191544"/>
-----------	--

16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9144624421"/>
-----------	--

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4082191544"/>
-----------	---

18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Ioulia Kliachtornaia"/>
-----------	--

1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="newselainc@bill.com"/>
2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6469576707"/>
2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Brian Berman"/>
2 2	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="billing@newsela.com"/>
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6464815650"/>
2 4	Company Website Company Website (Format - www.company.com) <input type="text" value="www.newsela.com"/>
2 5	Federal ID Number Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) <input type="text" value="471882828"/>
2 6	Primary Address Primary Address <input type="text" value="PO Box 25588"/>
2 7	Primary Address City Primary Address City <input type="text" value="Brooklyn"/>
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="NY"/>
2 9	Primary Address Zip Primary Address Zip <input type="text" value="11202"/>

30 Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

curriculum, software, intervention, English, Language Arts, Science, Social Studies, instructional, special education, professional development, ELA, Newsela, SEL, Social Emotional Learning

31 Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal?

Yes

32 Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

No

33 Company Residence (City)

Vendor's principal place of business is in the city of?

Brooklyn

34 Company Residence (State)

Vendor's principal place of business is in the state of?

NY

35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

36 Yes - No

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

37 TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

38 Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

39 Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

40 Years experience in category of goods or services

Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

41 Resellers:

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

42 Pricing discount percentage are guaranteed for?

Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?

43 Right of Refusal

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

44 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4 5 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

There is an optional upload for this form provided if you have a conflict and must file the form.

4 6 Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4 7 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

4 8 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

4 9 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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1 **Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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 OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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2 **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

5 3 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5 4 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members 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?

5 5 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 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 the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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2 CFR PART 200 Byrd Anti-Lobbying Amendment

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

5 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

6 2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

6 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

6 2 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

6 3 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or 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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

6 4 If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6
5** **Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

NO

**6
6** **ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

No response

6 **Indemnification**

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The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

6 **Remedies**

8

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

6 **Remedies Explanation of No Answer**

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7 0	Choice of Law The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas. Do you agree to these terms? <input type="text" value="Agreed"/>
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7 1	Venue, Jurisdiction and Service of Process Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas. Do you agree to these terms? <input type="text" value="Agreed"/>
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7 2	Infringement(s) The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved. Do you agree to these terms? <input type="text" value="Yes, I Agree"/>
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7 3	Infringement(s) Explanation of No Answer <input type="text" value="No response"/>
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7 4	Contract Governance Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language. <input type="text" value="Yes"/>
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Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

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Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

7
8 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7
9 **Texas Government Code 2270 Verification Form**

Texas Government Code 2270 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

8
0 **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8 1	Solicitation Deviation/Compliance Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? <input type="text" value="Yes"/>
----------------------	--

8 2	Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation. <input type="text" value="No response"/>
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8 3	Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? <input type="text" value="Yes"/>
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8 4	Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement. <input type="text" value="No response"/>
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8 5	Felony Conviction Notice Texas Education Code, 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." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question. Select A., B. or C. A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute. <input type="text" value="B. Firm not owned nor operated by felon; per above"/>
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86 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

87 Long Term Cost Evaluation Criterion # 4.

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for the life of the contract, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

88 Required Confidentiality Claim Form

Required Confidentiality Claim Form
This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you. Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com

89 Choice of Law clauses with TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

90 Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

9 1 Automatic renewal of contracts or agreements with TIPS or a TIPS member entity
This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

9 2 Indemnity Limitation with TIPS Members
Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".
Agreement is a required condition to award of a contract resulting from this Solicitation.

9 3 Arbitration Clauses
Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9 4 Required Vendor Sales Reporting
By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the **Vendor Portal User Guide** will walk you through the process of reporting sales to TIPS. Please refer to the TIPS **Accounting FAQ's** for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9 5 Upload of Current W-9 Required
Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services with the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Sharyland Independent School District	Esmerelda Munoz	esmeraldamunoz@sharylandisd.org	956-580-5200 ext 1037
Bastrop Independent School District	Trish Flores	pflores@mma-tx.org	512-772-7113
Comal Independent School District	Patty Nieto	patricia.nieto@comalisd.org	830-221-2133

TIPS REP # 210101

Required Confidential Information Status Form

Newsela

Name of company

Chris Mezzatesta, Chief Customer Officer

Printed Name and Title of authorized company officer declaring below the confidential status of material

PO Box 25588	New York	NY	11202	516-474-6112
Address	City	State	ZIP	Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

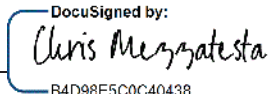
ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF 1 PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature  Date 2/25/2021

OR

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature _____ Date _____



www.newsela.com



Newsela Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	P.O. Box 392675	NAME Charlie Martin
CITY	Pittsburgh	PHONE (866) 839-8477
STATE	PA	FAX (866) 839-8472
ZIP	15251	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

Overview

Describe your product:

Newsela is an Instructional Content Platform which publishes 10 high-interest nonfiction articles daily at five reading levels of complexity for grades 2-12 through our proprietary, rapid text-leveling process. We partner with over 100 of the most trusted names in publishing to bring exciting content to students and to bring teachers of all subject areas new, easily-searchable, standards-aligned content.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
210101	Technology Solutions, Products and Services	05/31/2026	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

210101

Business Development	District Partnerships	(855) 711-0118	bd@newsela.com
Dody Gerick	Catalog Approvals	(408) 219-1544	procurement@newsela.com



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: June 10, 2024

Agenda item: Consider approval of contract for professional services for speech therapy

Background Information:

Speech therapy services are required by the Individuals with Disabilities Education Act (IDEA) for those students determined to be eligible by the district. Texas is currently experiencing a shortage of qualified services providers, and Medina Valley ISD is unable to fill vacant positions. This shortage has resulted in the need to contract services to outside providers in order to fulfill the district's obligations under IDEA.

Administrative Consideration:

- Assessment Intervention Management, LLC (AIM), has previously provided special education related services to Medina Valley ISD and has proved to be a reliable vendor.
- AIM currently has staff available to commit to the district, whereas other vendors are currently unable to commit to a contract.
- AIM has an active contract procured through competitive bid with a member district of the Central Texas Purchasing Alliance
- This expenditure is included in the 2024-2025 Budget.

Supporting Documents:

- AIM RFP 2122-124 for Southwest ISD dated 8/9/2022
- Award letter

Recommendation:

It is recommended to approve professional services for speech therapy with Assessment Intervention Management, LLC, for an amount not to exceed \$200,000.



Supplier Award

2122-124

Special Education Evaluation Services

Award Date: 9/21/22

Assessment Intervention Management, LLC

Contact Information

Contact: Jason Morgan, Director of Purchasing

Address: 11914 Dragon Lane

Building 500

San Antonio, TX 78252

Phone: (210) 622-4746

Fax: (210) 623-6247

Email: jmorgan7785@swisd.net

Ship To Information

Address: 7314 Old Pearsall Road

San Antonio, TX 78242

Phone: (210) 622-4784

Fax: (210) 623-6247

Assessment Intervention Management, LLC

Address: 7410 Blanco

Ste. 400

San Antonio, TX 78216

Phone: (210) 838-5351



2122-124

Assessment Intervention Management, LLC

Supplier Response

Event Information

Number: 2122-124
Title: Special Education Evaluation Services
Type: Request for Proposal
Issue Date: 8/9/2022
Deadline: 8/23/2022 02:00 PM (CT)
Notes: Southwest Independent School District is accepting bid responses for the following equipment, products, and/or services:

Special Education Evaluation Services

in accordance with the instructions, terms and conditions, and requirements/specifications contained in this Solicitation. Note the specific requirements represented by 'Attachments' and 'Attributes'. **Southwest ISD strongly requests all bids be submitted electronically.** Electronic bidding will eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Your cooperation is appreciated.

Contact Information

Contact: Jason Morgan, Director of Purchasing

Address: 11914 Dragon Lane

Building 500

San Antonio, TX 78252

Phone: (210) 622-4746

Fax: (210) 623-6247

Email: jmorgan7785@swisd.net

Assessment Intervention Management, LLC Information

Address: 7410 Blanco
Ste. 400
San Antonio, TX 78216
Phone: (210) 838-5351
Web Address: aimeducate.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jadrin Garcia

Signature

Submitted at 8/22/2022 02:47:17 PM (CT)

jadrin@aimeducate.com

Email

Response Attachments

OUT_OF_STATE_CERTIFYING_STATEMENT.pdf

OUT_OF_STATE_CERTIFYING_STATEMENT

CIQ (1).pdf

CIQ

Non-Collusion.pdf

Non-Collusion

Signed - SWISD_HB1295.pdf

Form 1295

AIM W-9.pdf

AIM W-9

SWISD AIM Proposal Packet .pdf

SWISD AIM Proposal

CertificateOfInsurance_Assessment Intervention Management LLC (2).pdf

Certificate of Insurance

HUB Certificate.pdf

HUB Cert

All AIM Licenses.pdf

All AIM Licenses

HOLD HARMLESS AGREEMENT.pdf

Hold Harmless Agreement

Bid Attributes

1 District Overview

An overview of Southwest ISD can be found at <https://www.swisd.net/>. This web page provides the District's profile, demographics, schools, staffing levels, budget, vision and mission statements, strategic plan, organizational charts, and additional information.

Understand the District's profile (0)

2 Acceptance of Attachments

The Responding proposer, by checking this box and submitting a bid response, hereby affirms that they have read and agree to the terms and conditions as outlined in this solicitation. Such documentation is to be uploaded under the 'Response Attachments' tab. All required Bid Attachments must be submitted.

Failure to supply all requested documentation may be grounds for bid disqualification.

I understand and accept the attachment requirement (I understand and accept the attachment requirement)

3 Scope of Work

Objective: The primary purpose of this solicitation is to identify a list of potential

Vendors that the District deems to be qualified to provide services to the District and who will be eligible and authorized to engage with the District under a non-exclusive contract on an "as needed" basis. The awarded vendors to this Solicitation will be used at the District's sole discretion when the District has unfilled vacancies for the position through its standard HR hiring process, personnel are out on leave, need for additional services, or other contracts fail to provide the required personnel.

Services Required: Southwest Independent School District is seeking to engage with qualified persons and/or companies to provide services in the area of Special Education. The specific jobs titles sought by Southwest ISD are as follows:

- i) Licensed Specialist in School Psychology
- ii) Educational Diagnostician

Personnel must be able to meet the requested schedule availability and perform any and all tasks requested by the Special Education department as related to their job function. Failure to meet these requests may result in non-award and/or non-renewal.

Minimum Qualifications and Responsibilities per Job Title

Licensed Specialist in School Psychology

- Master's Degree in psychology from accredited college or university.
- Valid Texas license as a licensed specialist in school psychology (LSSP) or Trainee Status Letter issued by the Texas State Board of Examiners of Psychologists.
- Evaluate students using district approved evaluation instruments and complete an evaluation report following district guidelines.
- Provide counseling services to individual students, consult with teachers, staff and parents on classroom interventions and techniques.
- Attend ARD/IEP meetings and complete ARD/IEP documentation in the district approved web- based ARD/IEP program.
- Maintain accurate and complete data of services provided and student progress as required by the district. Follow guidelines for documentation and reporting of services for the basis of Medicaid reimbursement through the School Health and Related Services program (SHARS).
- Maintain the duty hours of the assignment as determined by the department.

Educational Diagnostician

- Master's degree in educational assessment.
- Valid Texas Teaching Certification
- Valid Texas Educational Diagnostician Certificate.
- Evaluate students using district approved evaluation instruments and complete an evaluation report following district guidelines.

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- Consult with teachers, staff and parents on interventions and accommodations.
- Attend ARD/IEP meetings and complete ARD/IEP documentation in the district approved web-based ARD/IEP program.
- Maintain accurate and complete data of services provided and student progress as required by the district. Follow guidelines for documentation and reporting of services for the basis of Medicaid reimbursement through the School Health and Related Service program (SHARS).
- Maintain the duty hours of the assignment as determined by the department.

The awarded vendor(s) will certify that each employee of the vendor who will have direct contact with students has obtained, as required by TEC 22.0834:

National criminal history record information from a law enforcement, or criminal justice agency, for each employee of the vendor hired before January 1, 2008; and

National criminal history record information from the Texas Department of Safety for each employee of the vendor hired on or after January 1, 2008.

I understand the specifications (I understand the specifications)

4 Detailed Specifications

The District seeks to provide Special Education Evaluation evaluations and Special Education Counseling to students with disabilities who the Admission, Review, and Dismissal (ARD) committees deems appropriate. The District seeks qualified and licensed Educational Diagnosticians and/or Licensed Specialist in School Psychology providers to conduct evaluations/eligibility, per District and federal educational guidelines, and attend meetings with multi-disciplinary teams to discuss eligibility and recommendations for programming. Evaluation providers must follow District standards for assessment/evaluation/eligibility and if eligible, assist in the development of IEPs for those students eligible for services. Evaluation provider must comply with timeline for evaluations per Federal Law.

1. The Licensed Educational Diagnostician(s) and or Licensed Specialist(s) in School Psychology will be licensed by the state board to perform duties, such as consultations, evaluation, and development of plans.

2. Licensed Educational Diagnostician(s) and or Licensed Specialist(s) in School Psychology must be able to work a minimum of 16 hrs. /wk. up to a maximum of 40 hrs. /wk. and provide their own transportation. Evaluators(s) will provide copies of their license/certification for audit purposes. Evaluator(s) must meet all IRS standards for contracted employee. District will provide contractors an office space but will not reimburse for registration, travel to, or time spent at any in-services or continuing education training. District may provide specific adaptive equipment recommended for use by ARD committees.

3. Licensed Educational Diagnostician(s) and or Licensed Specialist(s) in School Psychology and all employees of the awarded vendor that visit the Southwest ISD will follow the District's guidelines for dress code, administration, and compliance.

4. Licensed Educational Diagnostician(s) and or Licensed Specialist(s) in School Psychology will conduct evaluations to District standards, using District approved instruments, and complete/submit reports/paperwork in a timely fashion as required by the District.

5. Licensed Educational Diagnostician(s) and or Licensed Specialist(s) in School Psychology prior to beginning any work with this contract will have a background check based on the DPS Guide for School Contractors.

I understand specifications (I understand specifications)

5 Contract Terms

Southwest ISD seeks contract services from **September 20, 2022 through August 31, 2023** with the option to renew for an **additional three (3) one-year (1) periods** as agreed by both parties.

- **September 1, 2023 to August 31, 2024 Year 2 Option**
- **September 1, 2024 to August 31, 2025 Year 3 Option**
- **September 1, 2025 to August 31, 2026 Year 4 Option**

Awarded vendors require approval by the Southwest ISD Board of Trustees.

I understand the contract terms (I understand the contract terms)

6 Terms and Conditions

Governing Documents

The following instructions by the District are intended to afford Proposer(s) an equal opportunity to participate in the proposal process and provide a predetermined set of criteria representing the District's business and service requirements. This proposal is governed by the Texas Education Code (TEC), other applicable State of Texas statutes and all local. Board of Education policies.

This Solicitation shall be governed by the following documents unless an exception is otherwise taken within this Solicitation. Documents are incorporated by reference only and are not attached as part of this Solicitation. A copy may be obtained by contacting the Southwest ISD Purchasing Department listed on this proposal.

- 1) Texas Education Code 44.031 - 44.047
- 2) Purchasing and Acquisition, Southwest ISD Policy CH (Legal)
- 3) Purchasing and Acquisition, Southwest ISD Policy CH (Local)

Proposal Validity

Proposal commitments must be valid for a minimum of sixty (60) calendar days from the due date for proposals.

Addendum

Should an addition or correction become necessary after a Solicitation is issued, an Addendum or notice of the availability of such an Addendum online will be sent to all Vendors of Record with the District and will be posted on the District's electronic purchasing system.

Reserve the Rights

Southwest ISD expressly reserves the right to:

- 1) Waive minor deviations from specifications, if the District determines that the overall cost of the goods or services will be lower and the overall function is improved or not impaired
- 2) Waive any minor informality or deficiency in any Solicitation procedure
- 3) Reject any or all Solicitation Responses
- 4) Cancel the Solicitation
- 5) Reissue a Solicitation
- 6) Extend the Solicitation opening time and date, the Contract Award date, or both
- 7) Specify approximate quantities
- 8) Increase or decrease the quantity specified in the Solicitation
- 9) Consider and accept alternate Solicitations, if specified in the Solicitation, when it is considered in the best interest of the District
- 10) Procure any goods or services by other means

Assignment of Contract

Awarded Proposer may not assign, subcontract or transfer neither this agreement nor any rights and privileges granted under this contract, either whole or in part, without the written consent of Southwest ISD.

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Contract Relationship

Contractor is not an employee of the District and is not entitled to fringe benefits. Furthermore, District will not deduct federal income taxes, FICA or any other funds required to be deducted by an employer as this is the responsibility of the Contractor. Contractor is an independent contractor, and District and Contractor have not entered into a joint venture or partnership in providing the services herein.

Cancelation

Any contract resulting from this RFP is contingent upon the continued appropriation of funds. If funding for any payments under this agreement is not appropriated, Southwest ISD shall notify the vendor in writing and contract will terminate.

If at any time awarded services are not in accordance with the agreed instructions, conditions, and specifications set forth by this agreement, such act(s) will constitute grounds for the cancelation of the agreement. Any part of the contract may be canceled for cause under any one of the following circumstances:

1. The vendor fails to make delivery of services as specified in this contract, or
2. The vendor fails to perform any of the provisions of this contract.

Upon discovery of a non-performance issue, Southwest ISD will give the Proposer a written notice and allow a period of thirty days (30) for the Proposer to satisfactorily remedy the problem. Failure to provide a satisfactory remedy within the thirty (30) days will automatically be cause for commencement of the thirty (30) day cancelation notice. However, the Southwest ISD Board of Trustees reserves the right to cancel this agreement with or without cause at no pecuniary risk or penalty upon thirty (30) day written notice of intent to cancel

Indemnification

Contractor agrees to indemnify and hold the District, and its employees, officers, and agent, harmless from any and all damages, claims and costs incurred as a result of or related to performance under this proposal.

Wage Requirements

All proposals must comply with all prevailing wage laws and State laws that may be in effect on this project. All Contractors shall comply with all laws regarding wage rates including (but not limited to Article 5159a of the Revised Civil Statutes of the State of Texas).

District Policies

In entering into this contract, Contractor agrees to abide by all District policies and regulations. Accordingly, Contractor agrees to provide such other information and execute other documents as may be required by District policies or regulations.

Invoices

Invoices must be addressed to Southwest ISD, Accounts Payable, 11914 Dragon Lane, San Antonio, TX, 78252. Payment on a properly submitted invoice will usually be made on the seventh (7th) business day of the month for items/services received prior to or on the last business day of the previous month unless otherwise specified. ¹³⁵ If an

invoice is not properly submitted, late and/or finance charges will not be paid by the District.

Legal Venue

The vendor understands and agrees that venue for any litigation arising from this award or contract shall lie in San Antonio, Bexar County, Texas, and that any dispute shall be governed by the laws of the State of Texas.

Conflict of Interest

Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with Southwest ISD must file a Vendor Conflict of Interest Questionnaire with the Southwest ISD Purchasing Office in accordance with Texas Local Government Code Chapter 176, not later than the 7th business day after the recipient becomes aware of facts that require filing. This requirement applies to a person who is an agent of a Vendor in the Vendor's business with the District. Forms are also posted at the Texas Ethics Commission's website at http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

District Employees

In reference of Southwest ISD Policies CH (Local) *Purchasing and Acquisition*, and DBD (Local) *Employment Requirements and Restrictions*, all Respondents must disclose the name of any Southwest ISD employee who owns, directly or indirectly, an interest in the Respondent's firm or any of its branches. Failure to provide such information may be grounds for disqualification of the response or cancelation of a contract resulting from this request. Purchase of services or equipment from a business owned in whole or in part by a District employee shall be permitted only when approved by the Superintendent and executed through a documented competitive process. Services that might be provided by the employee as an extension of the employee's regular job responsibilities shall not be considered.

Taxes

Southwest ISD is a public jurisdiction that is exempt from federal, state, sales, excise, and use taxes. Tax exemption certificates will be provided by Southwest ISD upon individual requests from the vendor. Sales tax must not be included in any response or invoice submitted by any vendor unless failure to obtain a Tax Exemption Certificate from Southwest ISD has occurred.

Property Taxes

Responding proposer affirms that it does not currently owe or is otherwise indebted to the District for adjudicated delinquent property taxes. Southwest ISD reserves the right to reject a Proposal if the Proposer is currently indebted to Southwest ISD for delinquent taxes or to terminate a contract if the successful Proposer subsequently becomes delinquent. The District further reserves the right to deduct any delinquent taxes owed from payments to awarded Proposer under the awarded contract.

Confidentiality

All materials contained in proposal documents will be held in confidence until an award is made and no proposal data will be available for review until that time. After award, all material will be available for public review pursuant to State of Texas Public Information Act, Government Code 552.

Multiple Award

At the conclusion of all evaluation activities an award recommendation will be made to the Southwest ISD Board of Trustees. Southwest ISD will act as sole judge in determining the suitability of services of the awarded. Southwest ISD plans on awarding multiple vendors and ranking them as primary and secondary. The primary vendor will be used first and if the primary awarded vendor is unable to provide acceptable service as determined by the Executive Director of Special Education, than one of the secondary awarded vendors will be contacted. Southwest ISD is not required to purchase any minimum or maximum quantity of services from the awarded vendors.

Personnel Background Screening

Upon award for duties under contracted services, Contractor must comply with Texas Education Code Section 22.0834 (Senate Bill 9). Contractor shall conduct, at its expense, a thorough criminal history background check for each worker who will have direct contact with students, before the worker is assigned to Southwest ISD as that relates to an employee, applicant for employment, agent or subcontractor of the Contractor if the employee, applicant, agent, or subcontractor has or will have continuing duties related to the contracted services, and the duties are or will be performed on school property or at another location where students are regularly present. Updated monthly records/reports of workers' background checks will be made available to Southwest ISD upon request. Vendors (owners, officers, employees, volunteers, etc.) may not be assigned to work where students may or may not be present when they have charges pending, have been convicted, received probation, or deferred adjudication for the following:

- Any offense against a child
- Any sex offense
- Any crimes against persons involving weapons or violence
- Any felony offense involving controlled substances
- Any felony offense against property
- Any other offense the District believes might compromise the safety of students, staff or property

Conflict of Interest

No employee, officer or member of Southwest ISD shall participate in the selection, development of a response to this RFP, award or administration of a contract supported by the RFP if a conflict of interest, real or apparent, would be involved. Proposers shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of Southwest ISD, or to any consultant, employee, or member. Violation of this provision may cause a respondent's response to be rejected.

Pricing

Pricing shall be firm for the initial term of the contract. Any price increases must be submitted in writing and approved by the Executive Director of Special Education. Price increases are limited to 3% per annum.

I understand the terms and conditions (I understand the terms and conditions)

7 Firm Information

Identify your firm, including legal name, address, telephone, fax, and number of professionals in the firm.

Assessment Intervention Management, LLC
7410 Blanco Rd Ste. 400 San Antonio Texas 78216
210-838-5351
180 Employed Professionals

8 Firm History

Please provide a brief history of your firm.

10 years ago, we founded this company with the vision and mission to have a broader impact on students and professionals in the special programs field by bringing innovative, cutting-edge ideas to the work. During those years of employment in traditional districts, our A.I.M. leaders were in the trenches. We were the ones responsible for keeping our districts and charter partners compliant.

9 Senior Member of the firm assigned to Southwest ISD

Provide the name of the senior member that will be assigned to Southwest ISD.

Eric Gallegos - Executive Director of Evaluations/LSSP/LPA, Bea Fallis - Executive Director of Special Programs, Carmen McElfresh - Executive Director of Speech

1 0	Primary Contact Proposer shall provide the contact information of the individual that has prepared and submitted the bid response. Provide full name, title, direct phone number and email address. <div style="border: 1px solid black; padding: 5px;">Jadrin Garcia Director of Operations 210-838-5351 x103 jadrin@aimeducate.com</div>
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1 1	Invoice and Billing Contact Proposer shall provide the contact information of the individual that prepares invoices and billing. Provide full name, title, direct phone number and email address. <div style="border: 1px solid black; padding: 5px;">Kelly Granado 210-838-5351 kelly@aimeducate.com</div>
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1 2	Invoice samples Proposer shall provide a sample invoice that Southwest ISD can expect from your firm. Invoice should show a breakdown of applicable services and/or costs that vendor will expect payment from Southwest ISD. Attach Invoice samples under 'Response Attachments' tab. Failure to supply <u>all</u> requested documentation may be grounds for bid disqualification. <input checked="" type="checkbox"/> I understand the requirement (I understand the requirement)
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1 3	Documentation/Log/Consultation samples Proposer shall provide a sample of the documentation/log/consultation history Southwest ISD can expect from your firm. Attach documentation/Log/Consultation samples under 'Response Attachments' tab. <input checked="" type="checkbox"/> I understand the requirements (I understand the requirements)
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1 4	Special Education Evaluation Services History Provide how many years your firm has Special Education Evaluation Services to Texas school districts. <div style="border: 1px solid black; display: inline-block; padding: 2px 10px;">11</div>
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1 5	Educational Diagnostician and Licensed Specialist in School Psychology Resume, College Transcripts and Continuing Education certificate Proposer shall provide resumes, college transcripts and continuing education certificates of each Educational Diagnostician(s) and Licensed Specialists in School Psychology assigned to handle Southwest ISD. Attach Educational Diagnostician(s) and/or Licensed Specialist(s) resumes, college transcripts and continuing education certificates under 'Response Attachments' tab. Failure to supply all requested documentation may be grounds for bid disqualification <input checked="" type="checkbox"/> I understand the requirements (I understand the requirements)
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1
6

Texas Licenses for Educational Diagnosticians and/or Licensed Specialist in School Psychology

Provide a copy of State of Texas Licenses for all Educational Diagnosticians and/or Licensed Specialist in School Psychology assigned to Southwest ISD.

Attach licenses for Educational Diagnostician(s) and/or Licensed Specialist(s) under 'Response Attachments' tab.

Failure to supply all requested documentation may be grounds for bid disqualification

I understand the requirements (I understand the requirements)

1
7

Insurance Requirements

The firm shall be insured for Professional Errors & Omissions Liability, General Liability, Vehicle Liability, and Workers' Compensation; Agent/Broker shall be responsible for all funds handled by Agent/Broker on behalf of Southwest Independent School District; Agent/Broker shall not subcontract work without the prior written permission of Southwest ISD.

Insurance limits required to be carried by the Agent/Broker are outlined below:

a. **Worker's Compensation** including Employer's Liability Insurance with at least the following limits:

Part 1: Workers' Compensation: Statutory Limits (Texas)

Part 2: Employers Liability – Each Accident: \$1,000,000

Employers Liability – Disease – Policy Limit: \$1,000,000

Employers Liability – Disease – Each Employee: \$1,000,000

b. **Professional Liability Errors & Omissions** insurance with a minimum limit of \$1,000,000 each occurrence / aggregate

c. **General Liability for Bodily Injury and Property Damage** insurance with a minimum limit of \$1,000,000 each occurrence / \$2,000,000 aggregate; **including Personal and Advertising Injury** insurance with a minimum limit of \$1,000,000

each occurrence

Comprehensive Automobile Liability Insurance, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000 each accident
A certificate of insurance evidencing these lines of insurance is required to be included in your proposal to the District under 'Response Attachments' tab.

Failure to supply requested documentation may be grounds for bid disqualification

I understand the requirement (I understand the requirement)

18 Material litigation, administrative proceeding, violation of or investigation

List any material litigation, administrative proceeding, violation of or investigation from any Federal, State or Local government during the past five (5) years and the name and address of the government official handling the case. If your firm has not been involved in any material litigation, administrative proceeding, violation of or investigation from any Federal, State or Local government during the past five (5) years, provide a notarized affidavit indicating as such

Attach material litigation, administrative proceeding, violation of or investigation or Notarized affidavit under 'Response Attachments'

I understand the requirement (I understand the requirement)

19 Potential conflicts of interest

Identify and state any potential conflicts of interest that could occur if your firm is awarded as a result of this bid between your firm and individual members of the District's Board of Trustees, officers, or employees of Southwest ISD

N/A

20 Monitoring Evaluators

Describe how your firm will work with the District to monitor evaluators assigned to Southwest ISD

All evaluators report to a Director of Evaluation Support regarding their caseload and current open evaluations. All evaluators have a personal tracker to ensure compliance for all evaluations.

21 Special Education Evaluators Capacity

Describe the scope of work Special Education Evaluators from your firm have the capacity to perform.

Evaluators are trained and have the capacity to complete initial evaluations and reevaluations for all current areas of eligibility. LSSPs are also trained to complete counseling services, Functional Behavior Assessments, and Behavior Intervention Plans. We are also able to provide AT, OT, PT/APE assessments and services by qualified staff with school based experience.

22 Evaluation initiatives to ensure State and Federal Compliance.

Describe how your firm will work with the District to address District evaluation initiatives to ensure State and Federal Compliance.

Our firm collaborates extensively to ensure our current evaluation guidelines match the district's current initiatives. All evaluations meet State and Federal Compliance and undergo Quality Assurance to ensure the evaluation is sound and comprehensive. In addition to this, Directors provide internal professional development to ensure all evaluators are up to date with any federal or state changes.

23 Other Firm advantages

Other advantages offered by the firm that would be of benefit to Southwest ISD.

We have a system referred to as Quality Assurance that reviews all evaluation reports before they are released to our clients. All evaluations are sent through a multi- disciplinary team to ensure that each report is looked at from multiple perspectives and backgrounds. This ensures that they are comprehensive, thorough, and detailed. We also have a process and operations team who constantly monitor compliance to ensure that each individual school operating procedures are being followed is being followed .Additionally, we have a former LEA special education director advisory council. These former special education directors help provide oversight, consultation, and training to all our staff. They help our staff navigate difficult situations or scenarios to ensure we are always following best practices. Having former special education directors on our team, we are also able to pass along information regarding new grants/funding opportunities or changes in the law.

2
4 **Current District Clients**

The proposer is required to submit three (3) current district clients. Include must include:

- Project
- Project description
- District name
- Contact person
- Address
- Phone number
- Email address

To expedite the evaluation process, e-mail is the preferred method of contact. **Failure to supply complete reference information may be grounds for bid disqualification.**

I understand the requirement (I understand the requirement)

2
5 **Current District Client: Number 1**

Current District Client: Number 1: project, project description, district name, contact person, address, phone number and email address.

Special Education Services
Austin ISD
Dr. Theresa Arocha Gill
Special Education Director
4000 S. I-H 35 Frontage Rd., Austin, TX 78704
theresa.arocha-gill@austinisd.org

2
6 **Current District Client Number 2**

Current District Client: Number 2: project, project description, district name, contact person, address, phone number and email address.

Special Education Services
Boerne ISD
Ann D Seiter
Director of Special Education
235 Johns Rd., Boerne, TX 78006
ann.seiter@boerneisd.net
830-357-2095

2
7 **Current District Client: Number 3**

Current District Client: Number 3: project, project description, district name, contact person, address, phone number and email address.

Special Education Services
Comal ISD
Brooke Simmons
Coordinator of Psychological Services, Special Education Services Brooke
1404 N Interstate 35 Frontage Rd, New Braunfels, TX 78130
Simmons@comalisd.org

28 Former District Clients

The proposer is required to submit two (2) former district clients. Information must include include:

- Project
- Project description
- District name
- Contact person
- Address,
- Phone number
- Email address

To expedite the evaluation process, e-mail is the preferred method of contact. **Failure to supply complete reference information may be grounds for bid disqualification.**

I understand the requirement (I understand the requirement)

29 Former District Client: Number 1

Former District Client Number 1: project, project description, district name, contact person, address, phone number and email address.

KIPP Texas Public Schools
 Mitch Elatkin
 Managing Director of Special Populations, Student Support Services
 731 Fredericksburg Road San Antonio, TX 78201
 Mitch.Elatkin@kipptexas.org

30 Former District Client Number 2

Former District Client Number 2: project, project description, district name, contact person, address, phone number and email address.

Pre K 4 SA
 Maria Bayoumi
 Assistant Director, Special Education & Family Engagement
 Maria.Bayoumi@sanantonio.gov

31 Educational Diagnosticians Projects

List the total number of projects for the last three years.

32 Licensed Specialist in School Psychology Projects

List the total number of projects for the last three years.

33 Other type Special Education projects

List the total number of Special Education projects for the last three years.

34 Educational Diagnostician (Hourly Rate)

List the hourly rate of the position

35 Licensed Specialist in School Psychology (Hourly Rate)

List the hourly rate of the position

**3
6** Additional expenses --if applicable

Any additional expenses to be charged to Southwest ISD- that was not included with the Educational Diagnosticians and Licensed Specialist in School Psychology hourly rates above. List items and pricing. List '0" if there will be no additional expenses.

Hourly rate would be \$70/hr for monolingual LSSP & Diag and \$75/hr for bilingual LSSP & Diag

**3
7** Evaluation Matrix

It is not the policy of the Southwest ISD to award or purchase on the sole basis of low price alone. Award will be made to the firm submitting the best responsive proposal satisfying Southwest ISD's requirements, price and other factors considered. In the event that one vendor cannot meet all of the requirements outlined in this document, the award may be divided among several qualified vendors. In awarding a contract, the Southwest ISD will consider the following factors:

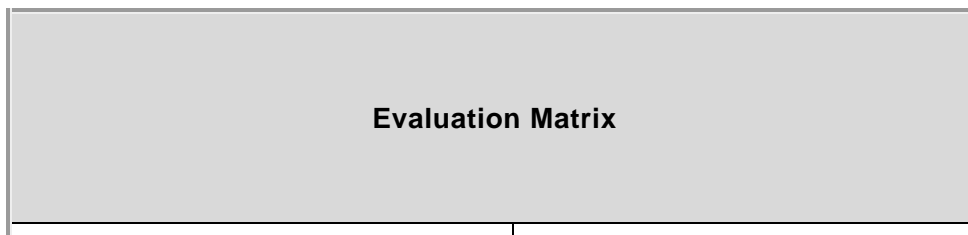
1. The purchase price
2. The reputation of the vendor and of the vendor's goods and services
3. The quality of the vendor's goods or services
4. The extent the goods or services meet the needs of Southwest ISD
5. The vendor's past relationship with the Southwest ISD
6. The total long-term cost to the District
7. Principal place of business is Texas or employs at least 500 persons in Texas
8. Any other relevant factors listed herein

All of the criteria outlined in TEC 44.031(b) are encompassed in the listed criteria.

A team of Southwest ISD staff will review the submitted bids and may contact proposer with questions prior to their selection. The selection team will recommend the Agency that best fit the District's needs and who have agreed to accept the terms of Southwest ISD's contract. Southwest ISD reserves the right to reject any and all proposals for any reason whatsoever and to not award a contract at this time.

The qualifications of each responding proposal will be evaluated, and Southwest ISD, at its sole discretion, may elect to further examine the qualifications of certain firms through scheduled interviews. No decision will be made during the interviews. Interviews will be made before an evaluation committee at the Purchasing Department; 11914 Dragon Lane, Building 500, San Antonio, Texas, 78252 at a time to be announced. The specific location of these meetings will be advised at the appropriate time. Due to space limitations, a maximum of two (2) interviewees per organization are allowed to make presentations. Additional interviewees will not be seated in the presentation and will not be allowed to contribute.

The following criteria will be used in the evaluation of qualifications: (Number of points)



Vendor's proposal addressing the scope of services offered to meet the District's needs	50 Points
Proposal Pricing	25 points
School District Experience and School District Client References	25 points
Total	100 Points

At the conclusion of all evaluation activities an award recommendation will be made to the Southwest ISD Board of Trustees. Southwest ISD will act as sole judge in determining the suitability of services of the awarded. Any or all portions of this RFP and all portions of the proposal will be incorporated into the final contractual agreement. **All negotiated agreements must ultimately be reduced to writing and signed by the Proposer and the District.**

I understand the evaluation criteria (I understand the evaluation criteria)

**3
8** **Felony Conviction Notice**

State of Texas Education Code, 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”. The vendor is to certify that the information concerning notification of felony convictions has been reviewed and the information furnished is true to the best of my knowledge.

**3
9** **Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Sections 3017.510, Participant’s responsibilities. The regulations were published as Part IV of January 30, 1989, Federal Register (pages 4722-4733).

1. The prospective bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective bidder is unable to certify to any of the statements in this certification, such prospective bidder shall attach an explanation to this proposal.

This certification is required by the regulations (This certification is required by the regulations)

40 Statement of Certification Regarding Historically Underutilized Business (HUB), Small, Minority, Women, and Veteran Owned Business Enterprises (SMWVBE)

Southwest Independent School District promotes, to the maximum extent allowed by law, participation by historically underutilized businesses HUB, economically disadvantaged business enterprises in all District competitive procurement. Southwest ISD will make every effort to ensure that Diverse Vendors such as HUB, Small, Minority, Women, and Veteran Owned Business Enterprises (SMWVBE) are provided the maximum practicable opportunity to participate as a supplier, vendor, or contractor for products and/or services provided to the District. No unlawful discrimination will be made against vendors or contractors, because of race, color, religion, sex, age, national origin, physical disability/handicap, or mental disability/handicap.

Are you a qualified as a HUB, economically disadvantaged business enterprise or minority/women owned business enterprise?

** Please attach proof of certification as an attachment to this proposal.*

Yes, Minority/Women-Owned Business *

41 Statement of Certification Regarding Compliance Doing Business with Terrorist Organizations (Chapter 2252)

The undersigned representative of the proposer, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan, or any Foreign Terrorist Organization, I will immediately notify the Southwest Independent School District's Purchasing Department.

I certify and agree with the requirements herein. (I certify and agree with the requirements herein.)

42 Statement of Certification Regarding Compliance Doing Business with Boycotting of Israel (House Bill 89)

The undersigned representative of the proposer, being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, and Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business, or individual with the Southwest Independent School District.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, a majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I certify and agree with the requirements herein. (I certify and agree with the requirements herein.)

4 **Statement of Certification Regarding Compliance on Boycotting Energy Companies (SB 13)**

3 If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Pursuant to TEX.GOV'T CODE Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract.

For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

I certify and agree with the requirements herein. (I certify and agree with the requirements herein.)

4 **Statement of Certification Regarding Compliance discriminating against Firearm Entities or Firearm Trade Associations (SB 19)**

4 If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See TEX. GOV'T CODE § 2274.001(3) of SB 19.

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, the decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19.

I certify and agree with the requirements herein. (I certify and agree with the requirements herein.)

4
5 **Interlocal Agreements**

Southwest ISD is a member in good standing of the Central Texas Purchasing Alliance (<https://www.txctpa.org/>), an alliance of over 40 school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

In support of this collaborative effort, all awards made by Southwest ISD under this RFP may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031 (a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.

The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement.

I certify and agree with the requirements herein. (I certify and agree with the requirements herein.)

4
6 **Additional Documentation**

Additional pages may be included within the Proposal response. Unnecessarily lengthy documents are discouraged. The District reserves the right to tender its own contract, which shall incorporate the requirements of this RFP and the successful Proposer's response. It is suggested that if Proposer has an established contract agreement for the product offered, this should be included within. Proposer must list any special provisions or clauses that it would like to have considered in the resulting contract and an explanation of the intent of such special provision or clause. Attachments may be uploaded by clicking 'Response Attachments' tab.

Exceptions to the District's terms and conditions may be grounds for disqualification due to non-responsiveness.

I certify and agree with the requirements herein. (I certify and agree with the requirements herein.)



(LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; not shown in Word)

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue, bold font: **new text**.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.

Note: While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes make formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529	800.580.1488

**Public Information
Coordinator**

After Election or
Appointment

The Superintendent shall fulfill the responsibilities of the public information coordinator and shall receive, on behalf of Board members, the training specified by Government Code 552.012. [See GBAA]

After a Violation

A Board member who receives written notice from the attorney general that the member must complete Public Information Act (PIA) training described by GBAA(LEGAL) following the District's failure to comply with a PIA requirement shall complete the training within the timelines described in law. The completion of the training in response to such a notice cannot be delegated.

**Reporting
Continuing
Education Credit**

The Board President shall announce the status of each Board member's continuing education credit. The announcement shall be made annually at the last regular Board meeting before the District's uniform election date, whether or not an election is held. The announcement shall be reflected in the meeting minutes and, when necessary, posted on the District's website in accordance with law.

ETHICS
CONFLICT OF INTEREST DISCLOSURES

BBFA
(LOCAL)

In addition to disclosures required by law, a Board member shall disclose to the Board any personal financial interest, business interest, or obligation or relationship that in any way creates a potential conflict of interest with a vote on a pending matter.

A Board member shall not use coercive means or promise special treatment in order to influence Board or District decisions, nor use the member's position to seek personal advantage. [See also BBF(LOCAL)]

**Annual Financial
Management Report**

Each Board member shall provide to the District in a timely manner information necessary for the District's annual financial management report. [See CFA]

**Emergency
Operations Plan**

The Superintendent shall ensure updating of the District's emergency operations plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. Reasonable security measures when District property is used as a polling place;
2. Response to an active shooter emergency;
3. Response to a nearby train derailment, as applicable; and
4. Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

**Notice Regarding
Violent Activity**

- ~~4.~~ The Superintendent shall develop procedures to notify parents regarding violent activity that has occurred or is being investigated at a campus or other District facility or at a District-sponsored activity.

ADD POLICY

**School Resource
Officers**

To implement the District's comprehensive safety programs, the District has entered into a memorandum of understanding (MOU) with each local law enforcement agency that provides the District with school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

Jurisdiction

The jurisdiction of school resource officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Authority and Duties

A school resource officer shall perform duties as described in the MOU and as included in the District improvement plan and the Student Code of Conduct. Pursuant to the MOU a school resource officer shall:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, school resource officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.
7. Carry a firearm in accordance with the MOU and the directives with the commissioning entity.
8. Carry out all other duties in accordance with the MOU.

A school resource officer shall not be assigned routine classroom discipline or administrative tasks. Each school resource officer shall receive at least the minimum amount of education and training required by law.

[See CKE(LEGAL) and CKEC(LEGAL)]

School Marshals
Authorization

Pursuant to its authority under state law, the Board may appoint an employee of the District to serve as a school marshal if the employee is certified as eligible by the Texas Commission on Law Enforcement (TCOLE). A school marshal shall be authorized to possess certain firearms in schools, at Board meetings, and at school-sponsored or school-related events on District property, to the extent allowed by law. Each school marshal shall have immunities as provided by law.

Each specifically authorized school marshal shall be approved by action of the Board. The Superintendent shall issue written authorization to each approved employee. The written authorization shall specify the District premises and other property where the employee is authorized to carry a firearm, as well as the means of carrying and storing the firearm.

Serving as a school marshal shall be strictly voluntary.

Revocation

The Superintendent, as well as the Board, shall have the authority to revoke at any time a school marshal's authorization to possess a firearm under this policy.

In addition, authorization for a school marshal to possess a firearm under this policy shall be automatically revoked if the employee is no longer authorized by law to serve as a school marshal or is placed on administrative leave or separates from employment with the District, regardless of the reason.

Jurisdiction

The jurisdiction of school marshals shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Authority and Duty

Subject to limitations in law, a school marshal shall:

1. Act as necessary to prevent or abate the commission of an offense that poses a threat of death or serious bodily injury to a person in the jurisdiction of the District;
2. Make arrests and exercise all authority given peace officers as necessary to prevent or abate the commission of an offense that poses a threat of death or serious bodily injury to a person in the jurisdiction of the District;

SAFETY PROGRAM/RISK MANAGEMENT
SECURITY PERSONNEL

CKE
(LOCAL)

3. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary; and
4. Carry out all other lawful duties as directed by the Superintendent.

Training The District shall provide to each school marshal who is authorized to possess a firearm on District property specialized training in crisis intervention, management of hostage situations, and other topics the Board may determine necessary or appropriate.

Permitted Weapons and Ammunition Only District-approved firearms and ammunition shall be authorized for possession and use under this policy and the District's emergency operations procedures.

Implementation The Superintendent shall ensure that procedures to implement this safety and security program are detailed in the District's emergency operations plan.

[See CKE(LEGAL) and CKEB(LEGAL)]

Employees Authorized to Possess Firearms for Emergency Response
Purpose The Board has adopted these provisions regarding firearms to address concerns about effective and timely response to emergency situations on District property, including invasion of a school by an armed outsider; a hostage situation; actions of a student or employee who is armed and poses a direct threat of physical harm to himself, herself, or others; and similar circumstances.

Authorization Pursuant to its authority under state law, the Board may authorize specific District employees to possess certain firearms in schools, at Board meetings, and at school-sponsored or school-related events on District property, to the extent allowed by law. Each authorized employee shall have immunities as provided by law.

Each specifically authorized employee shall be approved by action of the Board. The Superintendent shall issue written authorization to each approved employee. The written authorization shall specify the District premises and other property where the employee is authorized to carry a firearm, as well as the means of carrying and storing the firearm.

Participation in this safety and security program shall be strictly voluntary.

Revocation The Superintendent, as well as the Board, shall have the authority to revoke at any time a specific employee's authorization to possess a firearm under this policy.

SAFETY PROGRAM/RISK MANAGEMENT
SECURITY PERSONNEL

CKE
(LOCAL)

	<p>In addition, authorization for a specific employee to possess a firearm under this policy shall be automatically revoked if the employee is placed on administrative leave or separates from employment with the District, regardless of the reason.</p>
Duties	<p>An authorized employee shall not perform routine law enforcement duties unless the duty is performed in response to an emergency that poses a threat of death or serious bodily injury to a student, employee, or other individual on a District campus.</p> <p>In an emergency an authorized employee shall:</p> <ol style="list-style-type: none">1. Act as necessary to protect the safety and welfare of any person in the jurisdiction of the District; and2. Carry out all other lawful duties as directed by the Superintendent.
Handgun Licensees	<p>Only a District employee who maintains a current license to carry a handgun in accordance with state law shall be eligible for authorization to possess a firearm on District property under this policy and in accordance with the District's emergency operations plan.</p> <p>A District employee who is a handgun license holder but who has not been specifically authorized by Board action under this policy shall not be permitted to possess a firearm on school property except in accordance with the limited provisions of DH(LOCAL).</p>
Training	<p>The District shall provide to each District employee who is authorized to possess a firearm on District property specialized training in crisis intervention, management of hostage situations, and other topics the Board may determine necessary or appropriate.</p>
Permitted Weapons and Ammunition	<p>Only District-approved firearms and ammunition shall be authorized for possession and use under this policy and the District's emergency operations procedures.</p>
Implementation	<p>The Superintendent shall ensure that procedures to implement this safety and security program are detailed in the District's emergency operations plan.</p>

DELETE POLICY

To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.

All school resource officers shall receive at least the minimum amount of education and training required by law.

With this policy, the Board adopts the model health and safety guidelines for the effective integration of digital devices in schools that have been developed by the Texas Education Agency and the Health and Human Services Commission.

The Superintendent shall develop regulations that implement these guidelines.

EMPLOYMENT PRACTICES
OTHER TYPES OF CONTRACTS

DCE
(LOCAL)

**Non-Chapter 21
Contracts**

Non-Chapter 21 contracts shall be provided for positions included on the list approved by the Board. A non-Chapter 21 contract shall not be governed by Chapter 21 of the Education Code.

**Appeal of
Employment Actions
An Termination
During Contract
Term**

In accordance with DCE(LEGAL), an employee may request a hearing before the Board to appeal discharge during the contract period ~~in accordance with DCE(LEGAL).~~

An employee whose contract is not reissued at the end of the contract period may appeal in accordance with DGBA(LOCAL).

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with [the DIA series](#).
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with [the DIA series](#).
3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with [the DIA series](#).
4. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with [the CKE series](#).
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

Notice to Employees

The District shall inform employees of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

Direct Communication with Board Members	Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.
Formal Process	<p>An employee may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.</p>
Freedom from Retaliation	Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.
Whistleblower Complaints	<p>Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint.</p> <p>[See DG]</p>
Complaints Against Supervisors	Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaint forms alleging a violation of law by the Superintendent may be submitted directly to the Board or designee.
General Provisions Filing	Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.
Scheduling Conferences	The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the employee’s absence.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

Response	<p>At Levels One and Two, “response” shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee’s email address of record, or sent by U.S. Mail to the employee’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>
Days	<p>“Days” shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”</p>
Representative	<p>“Representative” shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.</p> <p>The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three days’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p> <p>When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>

Complaint and
Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refileing is within the designated time for filing.

Audio Recording

As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three

presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

General Education

Consistent with ~~TEA's~~the Texas Education Agency (TEA) *Student Attendance Accounting Handbook (SAAH)*, a student may be eligible for general education homebound services if the student is to be confined for a minimum of four weeks to a hospital or homebound setting for medical or psychological reasons specifically documented by a physician licensed to practice in the United States. The weeks of confinement need not be consecutive. The parent's request for services shall be submitted to the principal in accordance with TEA's *SAAH* and administrative procedures.

The principal or designee shall convene a placement committee composed of at least a campus administrator, a teacher of the student, and the parent or guardian of the student to consider the necessity of providing general education homebound instruction to the student. If the committee determines that such instruction is appropriate, the committee shall determine the type and amount of instruction to be provided and, if applicable, the length of the transition period to the school-based setting based on current ~~medical~~ information regarding the medical or psychological condition.

Special Education

Consistent with state rule and the *SAAH*, a student receiving special education services may be eligible for special education homebound services if the student is to be confined for a minimum of four weeks to a hospital or homebound setting for medical or psychological reasons specifically documented by a physician licensed to practice in the United States. ~~If a student is chronically ill, the student's admission, review, and dismissal (ARD) committee shall determine whether the~~The weeks of confinement need ~~to not~~ be consecutive.

~~If the ARD~~If a student's admission, review, and dismissal committee determines that homebound instruction is appropriate, the committee shall determine the type and amount of instruction to be provided in accordance with law, and, if applicable, the length of the transition period to the school-based setting based on current ~~medical~~ information regarding the medical or psychological condition.

Documentation of Services

The District shall maintain full documentation about students receiving homebound services, in accordance with administrative procedures, the *SAAH*, and a student's individualized education program ~~(IEP)~~, as applicable.

Note:—For information related to the selection process and accounting of instructional materials, as this term is defined by state law and rule, see CMD and EFA.

~~The District shall provide a wide range of instructional resources for students and faculty that present varying levels of difficulty, diversity of appeal, and a variety of points of view. Although professional staff members may select instructional resources for their use in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.~~

Objectives

~~In this policy, “instructional resources” may include textbooks, library acquisitions, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional resources are to implement, enrich, and support the District’s educational program.~~

~~The Board shall rely on District professional staff to select and acquire instructional resources that:~~

- ~~1.—Enrich and support the curriculum, taking into consideration students’ varied interests, abilities, learning styles, and maturity levels.~~
- ~~2.—Stimulate growth in factual knowledge, enjoyment of reading, literary appreciation, aesthetic values, and societal standards.~~
- ~~3.—Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives.~~
- ~~4.—Represent many ethnic, religious, and cultural groups and their contributions to the national heritage and world community.~~
- ~~5.—Provide a wide range of background information that will enable students to make intelligent judgments in their daily lives.~~

Selection Criteria

~~In the selection of instructional resources, professional staff shall ensure that the resources:~~

- ~~1.—Support and are consistent with the general educational goals of the state and District and the aims and objectives of individual schools and specific courses consistent with the District and campus improvement plans.~~

INSTRUCTIONAL RESOURCES

EF
(LOCAL)

- ~~2.— Meet high standards for artistic quality and/or literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.~~
- ~~3.— Are appropriate for the subject area and for the age, ability level, learning styles, and social and emotional development of the students for whom they are selected.~~
- ~~4.— Are designed to help students gain an awareness of our pluralistic society.~~
- ~~5.— Are designed to provide information that will motivate students and staff to examine their own attitudes and behavior; to understand their duties, responsibilities, rights, and privileges as citizens participating in our society; and to make informed choices in their daily lives.~~
- ~~6.— For library selections, are integral to the instructional program, are appropriate for the reading levels and understanding of students, reflect the interests and needs of the students and faculty, are included because of their literary or artistic value and merit, and present information with the greatest degree of accuracy and clarity.~~

~~Administrators, teachers, library media specialists, other District personnel, parents, and community members, as appropriate, may recommend instructional resources for selection. Gifts of instructional resources shall be evaluated according to these criteria and accepted or rejected in accordance with CDG(LOCAL).~~

~~Selection of resources is an ongoing process that includes the removal of resources no longer appropriate and the periodic replacement or repair of resources that still have educational value.~~

Controversial Issues

~~District professional staff shall endeavor to maintain a balanced collection representing various views when selecting instructional resources on controversial issues. Resources shall be chosen to clarify historical and contemporary forces by presenting and analyzing intergroup tension and conflict objectively, placing emphasis on recognizing and understanding social and economic problems. [See also EMB regarding instruction about controversial issues and EHAA regarding human sexuality instruction.]~~

Challenged Resources

~~A parent of a District student, any employee, or any District resident may formally challenge an instructional resource used in the District's educational program on the basis of appropriateness.~~

Informal Reconsideration

~~The school receiving a complaint about the appropriateness of an instructional resource shall try to resolve the matter informally using the following procedure:~~

INSTRUCTIONAL RESOURCES

EF
(LOCAL)

- ~~1.—The principal or designee shall explain the school's selection process, the criteria for selection, and the qualifications of the professional staff who selected the questioned resource.~~
- ~~2.—The principal or designee shall explain the intended educational purpose of the resource and any additional information regarding its use.~~
- ~~3.—If appropriate, the principal or designee may offer a concerned parent an alternative instructional resource to be used by that parent's child in place of the challenged resource.~~
- ~~4.—If the complainant wishes to make a formal challenge, the principal or designee shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the resource.~~

~~Formal
Reconsideration~~

~~A complainant shall make any formal objection to an instructional resource on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.~~

~~The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged resource with students or is familiar with the challenged resource's content. Other members of the committee may include District-level staff, library staff, secondary-level students, parents, and any other appropriate individuals.~~

~~All members of the committee shall review the challenged resource in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged resource conforms to the principles of selection set out in this policy. The committee shall prepare a written report of its findings and provide copies to the principal, the Superintendent or designee, and the complainant.~~

~~Appeal~~

~~The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting with the appropriate administrator. [See DGBA, FNG, and GF]~~

~~Guiding Principles~~

~~The following principles shall guide the Board and staff in responding to challenges of instructional resources:~~

- ~~1.—A complainant may raise an objection to an instructional resource used in a school's educational program, despite the fact that the professional staff selecting the resources were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for instructional resources set out in this policy.~~

INSTRUCTIONAL RESOURCES

EF
(LOCAL)

- ~~2.— A parent's ability to exercise control over reading, listening, or viewing matter extends only to his or her own child.~~
- ~~3.— Access to a challenged resource shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.~~

~~The major criterion for the final decision on challenged resources is the appropriateness of the resource for its intended educational use. No challenged instructional resource shall be removed solely because of the ideas expressed therein.~~

Note: For information related to the accounting of instructional materials, as this term is defined by state law and rule, see CMD.

For information related to the selection process of library materials, see EFB.

The District shall provide instructional materials designed to teach the Texas Essential Knowledge and Skills and further the District's educational mission. Although the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

Objectives

In this policy, "instructional materials" may include textbooks, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional materials are to implement, enrich, and support the District's educational program.

Selection

Instructional materials that are textbooks and related supplemental materials, which may include items from the list of resources adopted by the State Board of Education, shall be chosen in accordance with administrative regulations and the objectives above.

The Board shall rely on District professional staff to select and acquire instructional materials that:

1. Enrich and support the curriculum consistent with the general educational goals of the state and District, the aims and objectives of individual schools and specific courses, and the District and campus improvement plans.
2. Are appropriate for the subject area and for the age, ability level, learning styles, interests, and social and emotional development of the students for whom they are selected.
3. Meet high standards for artistic quality, literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives. [See also EMB regarding instruction about controversial issues.]
5. Promote literacy.

District professional staff may select additional instructional materials in accordance with administrative regulations and the criteria above.

Administrators, teachers, other District personnel, parents, and community members, as appropriate, may recommend instructional materials for selection. Gifts of instructional materials shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of instructional materials is an ongoing process that includes the removal of materials no longer appropriate and the periodic replacement or repair of materials that still have educational value.

**Reconsideration of
Instructional
Materials**

A District employee or a parent or guardian of a District student may request reconsideration of instructional material used in the District's educational program on the basis that the instructional material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to a request for reconsideration of instructional materials:

1. A complainant may raise an objection to an instructional material used in a school's educational program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives for instructional materials set out in this policy.
2. A parent's ability to exercise control over instruction extends only to his or her own child as set forth in Education Code Chapter 26.
3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged instructional materials is the appropriateness of the material for its intended educational use. No challenged instructional material shall be removed solely because of the ideas expressed therein.

Informal
Reconsideration

When the District or a campus receives an objection to the appropriateness of an instructional material, the appropriate administrator shall try to resolve the matter informally. The administrator shall explain the selection process and discuss the intended educational purpose for the instructional material. If appropriate, the adminis-

trator may offer a concerned parent an alternative instructional material to be used by that parent's child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the instructional material.

Formal Request for
Reconsideration

A complainant shall make any formal request to reconsider an instructional material on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District-level staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged instructional material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

*Frequency of
Review*

After an instructional material has been reviewed through formal reconsideration, it shall not be reviewed again until it is evaluated in the periodic local selection process.

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level. [See DGBA, FNG, and GF]

Note: For information related to the selection of instructional materials, see EFA.

**Collection
Development Policy**

The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

In this policy, “library materials” may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus library.

The library collection development standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom libraries, and online catalogs.

In developing library collections, the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

Responsibility

The District shall ensure librarians, professional library staff, and other designated professional staff trained on the proper collection development standards select and acquire library materials in accordance with state law and rules, this collection development policy, and administrative procedures.

The Superintendent shall develop administrative procedures to ensure that library collections comply with applicable law and the District’s collection development purpose and goals.

Collection
Development Goals

In addition to the requirements in state law and rules, the District’s library collections shall:

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
3. Include accurate and authentic factual content from authoritative sources.
4. Have a high degree of potential user appeal and interest.
5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.

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LIBRARY MATERIALS

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6. Represent diverse viewpoints and cultures appropriate to each campus to ensure the collection embodies the unique background of its student population.

Selection and
Evaluation of
Materials

Library materials shall be selected and acquired in accordance with guidelines adopted by the Texas State Library and Archives Commission and the District standards and priorities expressed in this policy.

When selecting, acquiring, and evaluating library materials, librarians and other professional staff shall ensure that the materials:

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
4. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

The Superintendent shall ensure that administrative procedures regarding the selection of library materials consider at least two of the following factors:

1. Recommendations from students, parents or guardians, teachers, and District community members.
2. Consultation with District teachers and library staff.
3. Consultation with library staff from other districts.
4. Extensive review of the library material.
5. Context of the library material, including overall fit within the existing collection and support of District curriculum.
6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.
7. Coverage of topics, authors, series, or genres that fill gaps in the school library collection.

Access Plan

The District shall allow efficient parental access to the District's library and any available online catalogs.

Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.

Each campus shall communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.

Parental
Involvement

Parents and guardians are the primary decision makers regarding their student's access to library material. In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent or guardian. Parents and guardians are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their student.

In accordance with state law and administrative procedures, parents or guardians may select alternative library materials for their student. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

*Access
Procedures*

School Library

A parent or guardian who wishes to access a school's library shall first submit a request to the principal. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services.

Online Catalog

A parent or guardian who wishes to access an online catalog shall submit a written request to the principal. The principal or a staff member designated by the principal shall respond to the request in accordance with administrative procedures.

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Protection from
Inappropriate
Material

Library materials shall not include “harmful material” as defined by Penal Code 43.24(a)(2); “obscene” material as defined by Penal Code 43.21(a)(1); any library material that is pervasively vulgar or educationally unsuitable as referenced in *Board of Education v. Pico*; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)]

Obscene material is not protected by the First Amendment to the United States Constitution.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

Reconsideration of
Library Material

A District employee or a parent or guardian of a District student may request the reconsideration of a library material maintained in the District's library program.

*Guiding
Principles*

The following principles shall guide the review of a request to reconsider a library material:

1. An individual may raise an objection to a library material used in the District's library program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for library materials set out in this policy.
2. A parent's or guardian's ability to exercise control over instruction and instructional resources, including library materials, extends only to his or her own child as set forth in Education Code Chapter 26.
3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a student if requested by the student's parent or guardian.

In addition to compliance with state law and this policy, a criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.

*Informal
Reconsideration*

When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or adminis-

trator shall try to resolve the matter informally. The librarian or administrator shall explain the selection process and discuss the intended purpose for the library material.

The librarian or administrator shall offer a concerned parent or guardian an alternative library material to be used by the child in place of the material and, if requested, shall restrict the child's access to the material objected to by the parent or guardian.

If the individual wishes to make a formal challenge, the administrator shall make available to the individual a copy of this policy and a form to request a formal reconsideration of the library material.

*Formal Request
for
Reconsideration*

The District shall make a form to request reconsideration of library material available in the District's administrative office.

If an employee or a parent or guardian of a District student wishes to request reconsideration of a library material, they shall follow the procedures to complete and submit the request for reconsideration form.

After a request for reconsideration form is submitted, the form shall be provided to the Superintendent. Copies of the form shall be provided to the school librarian, the Board, and any other staff designated in administrative procedures.

*Reconsideration
Committee*

For purposes of this policy, "days" shall mean District business days, unless otherwise noted.

The principal shall appoint a reconsideration committee and notify committee members within 10 days of receiving the request for reconsideration form.

The reconsideration committee shall include the librarian and at least one member of the instructional staff who is familiar with the material's content. Other members of the committee may include District-level staff, secondary-level students, parents or guardians, and any other appropriate individuals.

Within 10 days of appointment of the committee the District shall provide members of the committee the relevant materials to review. If additional time is required to obtain and distribute the materials for review, all members of the committee shall be informed that a reasonable extension of time is needed.

All members of the committee shall review the challenged library material in its entirety and determine whether the material conforms to this policy and whether the material will continue to be available in the library. The committee shall prepare a written report of its findings.

Absent extenuating circumstances, the written report shall be provided to the administration within 60 days of the District providing the material to the committee members. In calculating timelines under this policy, the day the committee is provided the materials is “day zero.” The following business day is “day one.”

Extensions of time due to extenuating circumstances shall take into consideration the time necessary to convene the committee members, the amount of material being reviewed, and any other pending reconsideration requests being handled by the committee.

An extension of any deadline shall be promptly communicated to the individual who submitted the request for reconsideration.

The Superintendent, the school librarian, the individual submitting the request for reconsideration, and any other appropriate administrators shall receive a copy of the committee’s report.

Appeal

An individual who submitted a request for reconsideration may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the level immediately preceding Board consideration of a complaint. [See DGBA and FNG]

Frequency of Review

After a library material has been reviewed through the reconsideration process, it shall not be reviewed again within two calendar years of the reconsideration committee’s final decision.

Maintenance of Library Materials

In accordance with state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections’ age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See C]

Gifts and Donations

The District shall accept gifts and donations of library materials with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]

Policy Review

This policy shall be reviewed at least every three years and revised as necessary.

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability shall be submitted in accordance with [the FFH series](#).
2. Complaints concerning dating violence shall be submitted in accordance with [the FFH series](#).
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with [the FFH series](#).
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints within the scope of Section 504, including complaints concerning identification, evaluation, or educational placement of a student with a disability, shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints within the scope of the Individuals with Disabilities Education Act, including complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability, shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with the EF series.

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11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with [the CKE series](#).
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
14. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

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General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

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Untimely Filings All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refile is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students and parents shall file Level One complaints with the campus principal.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The

written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or par-

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ent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with the EF series.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with [the CKE series](#).

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Guiding Principles

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on

the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date

of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other

relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation

from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.



Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: Jun 24, 2024

Agenda Item: Consider Approval of New Board Policy CKE (Local)

Background Information:

The MVIDS Safety Department recommends amending Board Policy School to include School Marshals to meet the HB 3 legislative requirements to have armed personnel on all campuses. Marshals fall under the authority of the Texas Commission on Law Enforcement and must meet all requirements proposed by TCOLE which includes 80 hours of training, and successful completion of a psychological test and state written test. The Marshal program would be implemented at the Elementary Campuses, phasing out the SROs at the Elementary Level by mid-year. The District will maintain SRO officers at the Middle School and High School Campuses.

Administrative Consideration:

Upon implementation of the Marshal Program the District will post the position, begin interviewing and vetting candidates. Finalists will be presented to the Board for consideration to hire in August. Marshal Training will begin in late September.

Supporting Document(s):

Marshal job description

Recommendation:

It is recommended that the Board of Trustees approve the addition of Board Policy CKE (Local) as presented.



Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: June 24, 2024

Agenda Item: Consider Approval of District Initiated Revision for DH (Local)

Background Information:

The MVIDS Safety Department recommends revising Board Policy by adding the Marshal Program, which would meet the HB 3 legislative requirement to have armed personnel on all campuses. Marshals fall under the authority of the Texas Commission of Law Enforcement and must meet all requirements proposed by TCOLE which includes 80 hours of training, successful completion of a psychological test, and a state written test. The Marshal Program would be implemented at the Elementary campuses, phasing out the SROs at these campuses by mid-year. The District will maintain SROs at the Middle School and High School campuses.

Administrative Consideration:

Upon implementation of the Marshal Program the District will post the position, begin interviewing and vetting candidates. Finalists will be presented at the August Board Meeting for consideration to hire. Marshal training will begin in late September.

Supporting Document(s):

Marshal job description

Recommendation:

It is recommended that the Board of Trustees approve the District Initiated Policy Revision for DH (Local) as presented.

PROPOSED REVISIONS

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

Violations of Standards of Conduct

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD and DF series]

Weapons Prohibited

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. Use or possession of a firearm by a specific employee is authorized by Board action. [See the CKE series]
- 4-2. A District employee who holds a Texas handgun license stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
- 2-3. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Electronic Communication

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent or designee.

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Disclosing Personal Information	An employee shall not be required to disclose his or her personal email address or personal phone number to a student.
Safety Requirements	Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.
Harassment or Abuse	<p>An employee shall not engage in prohibited harassment, including sexual harassment, of:</p> <ol style="list-style-type: none">1. Other employees. [See DIA]2. Students. [See FFH; see FFG regarding child abuse and neglect.] <p>While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.</p> <p>An employee shall report child abuse or neglect as required by law. [See FFG]</p>
Relationships with Students	<p>An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]</p> <p>As required by law, the District shall notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct. [See FFF]</p>
Tobacco and E-Cigarettes	An employee shall not smoke or use tobacco products or e-cigarettes on District property, in District vehicles, or at school-related activities. [See also GKA]
Alcohol and Drugs / Notice of Drug-Free Workplace	<p>As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.</p> <p>An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:</p> <ol style="list-style-type: none">1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug,

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

hallucinogen, stimulant, depressant, amphetamine, or barbiturate.

2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered “under the influence” of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee’s job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee’s personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee’s child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
 - Dishonesty; fraud; deceit; theft; misrepresentation;
 - Deliberate violence;
 - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
 - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
 - Felony driving while intoxicated (DWI); or
 - Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.



Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: June 24, 2024

Agenda Item: Consider Adoption of the Resolution requesting a Good Cause Exception to HB 3

Background Information:

Texas' HB 3 includes a requirement of the District providing an armed Texas Peace Officer at each campus during the regular instructional day. The purpose of this presentation discusses the District's plan for implementation of HB 3, and a resolution claiming a Good Cause Exception to the Bill during the 2024-2025 school year, and beyond, due to lack of available personnel.

Administrative Consideration:

Due to the failure of the State legislature to fund the requirements as set in HB 3, the district does not have the personnel available to meet the requirements for the statute. The district would like to file a Good Cause Exception for the Bill to address the challenges with available personnel.

Supporting Document(s):

Good Cause Exception document.

Recommendation:

It is recommended that the Board of Trustees adopt the Resolution requesting a Good Cause Exception to HB 3 as presented.



From the Office of Health and Safety

WHEREAS, Section 37.0814 of the Texas Education Code requires the board of trustees of each school district shall determine the appropriate number of armed security officers for each district campus;

WHEREAS, Section 37.0814(a) of the Texas Education Code requires the board to ensure that at least one-armed security officer is present during regular school hours at each district campus;

WHEREAS, Section 37.0814(b) of the Texas Education Code requires that at least one-armed security officer at each campus be a commissioned peace officer, namely a school district peace officer; a school resource officer; or a commissioned peace officer employed as security personnel under Section 37.081 of the Texas Education Code;

WHEREAS, Section 37.0814(c) of the Texas Education Code provides that if the board of trustees of a school district is unable to comply with this section, the board may claim a good cause exception if the district's noncompliance is due to the availability of funding or qualified personnel;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Medina Valley Independent School District hereby determines that the School District is unable to ensure that at least one-armed security officer, as defined by law, is present during regular school hours at each district campus;

BE IT FURTHER RESOLVED that the Board of Trustees determines that:

The district is not complying due to the lack of additional funding provided by the State of Texas for school safety and security upon passing HB3. This unfunded mandate has caused Medina Valley ISD to pursue this good cause exception. In addition, the Medina Valley ISD adopted a budget for the 2024-2025 school year and is unable to fund and hire the additional officers needed to assign one officer to each instructional campus. In addition, the District, in working with the Medina County Sheriff's Office, has been unable to fill certified law enforcement positions for all campuses during the 23-24 school year, due to lack of qualified, appropriate personnel.

FINALLY, BE IT RESOLVED that the Board of Trustees, having claimed a good cause exception, will develop and document an alternative standard with which the district is able to comply, in accordance with Sections 37.0814(d) and (e) of the Texas Education Code.

The district's good cause exception alternative plan will be to utilize the current Marshal Program, and the assigned elementary officers, to work together to cover all campuses with qualified armed personnel. The MVISD officers assigned to elementary campuses will rotate between all elementary campuses, as well as other campuses not covered by the Marshal Program. This plan will be in place until the state provides the necessary revenue to fund HB3, or the District is able to budget the necessary officers. The Marshals and police officers will be allowed to leave the campus as necessary for school business, law enforcement functions, training, and any other reason deemed necessary. If an officer or Marshal leaves campus, we will strive to have floating or overlapping coverage. The Board of Trustees will, as funding and growth allows, seek to hire more officers until at least one officer is assigned to each instructional campus.

Adopted this _____ day of _____, _____, by the Board of Trustees.

Presiding Officer's Signature: _____

Secretary's Signature: _____



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: Jun 24, 2024

Agenda Item: Adopt the School Marshal program for MVISD.

Background Information:

The MVISD Safety Department recommends considering adopting the School Marshal program to meet the legislative requirements to have armed personnel on all campuses. Marshals fall under the authority of the Texas Commission on Law Enforcement and must meet all requirements proposed by TCOLE which includes 80 hours of training, and successful completion of a psychological test and state written test. Marshals could be put on elementary campuses at which time School Resource Officers would be phased out sometime around November or December. We would maintain SRO officers at the secondary campuses. Marshals must be approved in closed session and identities must remain anonymous. The Board of Trustees has full control over minimum expectations such as training and certifications.

Administrative Consideration:

After approval MVISD would immediately begin posting the position, interviewing and vetting candidates in July. Finalists will be brought to the Board in August for consideration in closed session. Training will be begin in late September. It is recommended that marshals be put on step 1 of the teacher pay scale with a \$5,000 stipend for equipment. Marshals could be put on a 197 day contract to account for summer training opportunities.

Supporting Document(s):

Marshal job description

Recommendation:

It is recommended that the Board of Trustees approve the School Marshal Program as presented.

**MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
RESOLUTION ADOPTING MARSHAL PROGRAM**

WHEREAS, the Medina Valley Independent School District (“District”) recognizes safety and security of all students and staff members is paramount; and

WHEREAS, the Texas legislature enrolled House Bill 3 (“HB 3”) which requires a minimum of one armed security officer during school hours at each district campus, including a school district peace officer; a school resource officer (“SRO”); or an armed commissioned peace officer employed as security personnel under Section 37.081 of the Texas Education Code (individually or collectively “Security Officer”); and

WHEREAS, HB 3, outlining the requirements of Section 37.0814 of the Texas Education Code, allows the District to declare a good cause exception if the District is not able to comply with the requirement for a Security Officer due to the availability of funding or personnel who qualify to serve as a Security Officer; and

WHEREAS, HB 3 allows for the adoption of an alternative standard with which the District can comply; and

WHEREAS, the District does not maintain in an internal Medina Valley ISD police department and uses School Resource Officer’s (SRO) through an interlocal agreement with nearby Castroville; and

WHEREAS, the District is actively pursuing plans to implement and transition towards establishing its own police department; and

WHEREAS, the District maintains _ District campuses; and

WHEREAS, The District currently has _ SRO’s and needs _ number of positions to comply with HB3; and

WHEREAS, there is limited availability of personnel in the area who qualify to serve as Security Officers because of the geographical location of the District; and

WHEREAS, at times when and if an SRO is not available the District wishes to utilize a school marshals accordingly; and

WHEREAS, the District will use a school marshal at District campuses and other District facilities and events as determined necessary for the protection and security of the District; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT THAT:

1. The Board of Trustees of the Medina Valley Independent School District finds that the District is not able to comply with the requirements of HB 3 due to both the lack of

availability of funding as well as lack of personnel qualified as a Security Officer, and declares good cause exists for an exception to HB 3's requirements.

2. In declaring a good cause exception exists, the District adopts a requisite alternative standard authorizing a minimum of one school marshal per campus under Section 37.0811 of the Texas Education Code.
3. That it is hereby found, determined and declared that sufficient written notice of the date, time, place and subject of the meeting of the Medina Valley ISD Board at which this Resolution was adopted, was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting as required by Chapter 551, Texas Government Code; the meeting has been open to the public as required by law at all times during which this Resolution; and the subject matter thereof has been discussed, considered and formally acted upon. The Medina Valley ISD Board further ratifies, approves and confirms such written notice and posting thereof.
4. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 24th day of May 2024, by the Medina Valley Independent School District Board of Trustees.

APPROVED

Nathan Fillinger
Board President

ATTEST:

Jennilea Campbell
Board Secretary

Medina Valley ISD Job Description School Year 2024-2025

Job Title:	School Marshal (Safety Sensitive Position)	Wage/Hour Status:	Exempt
Reports to:	Director of Safety/Health Services	Pay Grade:	
Dept./Division:		Contract Days:	

Primary Purpose:

To protect students, staff and visitors in an active threat event. Safety and security expert for the assigned campus.

Qualifications:

Education/Certification:

- High School Diploma or GED
- Clear and valid Texas driver's license
- License to Carry Firearm Permit
- Ability to obtain L3 Psychological Clearance (before employment)
- Ability to obtain Texas School Marshal Certification (within 6 months after employment)

Special Knowledge/Skills:

- Ability to record information clearly and accurately
- Ability to follow verbal and written instructions
- Ability to work effectively with youths and adults
- Ability to communicate effectively (verbally)
- Campus Emergency Operations Plan Administrator
- Standard Response Protocol Trainer
- Standard Reunification Protocol Trainer
- Stop the Bleed Instructor
- ALERRT Level 1
- ALERRT Active Attack Integrated Response
- ALERRT Exterior Response to an Active Shooter Events
- ALERRT Single Officer Rapid Deployment
- ALERRT Civilian Response to an Active Shooter Event Trainer
- TCOLE 2195
- TCOLE 4064
- SBLE 41501,41502,41504,41505
- FEMA 100, 200,700,800
- TEEXS Critical Infrastructure Certification
- Behavior Threat Assessment
- Youth Mental Health First Aid
- CPI
- CPR
- AED
- Safe and Supportive School Program

Medina Valley Independent School District will provide its student with an educational environment designed to inspire excellence, promote creative thought, achieve maximum potential, and instill responsible behavior and attitudes.

Medina Valley ISD Job Description School Year 2024-2025

*Above trainings to be completed within 2 years of employment unless courses have cyclical prerequisites

Required Training:

Firearms training 2x per month, 350 total rounds.

Official Tactical Training 2x per month.

Attend all active shooter training provided by local law enforcement agencies

School Marshal certification and renewal

Other trainings as assigned

Additional Requirements: Must successfully pass a drug test to gain employment and will be subject to random drug testing throughout the year.

Experience:

Law enforcement, Military Duty, Educator, First Responder

Major Responsibilities and Duties:

Daily assignment

1. School Marshal's will work at their normal daily educational and/or school operations assignment.
2. School Marshal's will provide safety and security to students, staff and visitors at all Medina County ISD campuses and functions.
3. School Marshal's will monitor all campus safety protocols and assure that staff and students are following Medina ISD policy.
4. Full time Marshals are 187 days, Existing employees (regular contract, plus stipend, plus extra days if needed)
5. Other duties as assigned

Supervisory Responsibilities:

None

Mental Demands/Physical Demands/Environmental Factors:

Safety Sensitive Position: requires initial drug test plus random drug testing throughout the year

Tools/Equipment Used: District vehicle, two-way radio, alarm system and other security equipment, fire extinguisher, and standard office equipment including computer and peripherals

Posture: Prolonged sitting and standing

Motion: Strenuous walking and climbing stairs; occasional keyboarding and use of mouse, moderate driving

Lifting: Moderate lifting and carrying (15-44 pounds)

Medina Valley Independent School District will provide its student with an educational environment designed to inspire excellence, promote creative thought, achieve maximum potential, and instill responsible behavior and attitudes.

Medina Valley ISD Job Description School Year 2024-2025

Environment: Work inside and outside (moderate exposure to sun, heat, cold, and inclement weather); moderate exposure to noise and vehicle exhaust; frequent district wide travel.

Other: Specific hearing and visual requirements; may be subject to adverse and hazardous working conditions, including violent and armed confrontations; ability to control sudden violent or extreme physical acts of others and exhibit rapid mental and muscular coordination simultaneously

Mental Demands: Maintain emotional control under stress; prolonged hours; on call 24 hours a day

Medina Valley ISD does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age disability, military status, or on any other basis prohibited by law. Employment decisions will be made on the basis of each applicant’s job qualifications, experience, and abilities. The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Employee Signature: _____ **Date:** _____

Reviewed by: _____ **Date:** _____

Approved by: _____ **Date:** _____



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: June 20, 2024

Agenda item: Consider approval 2024-2025 Compensation Plan

Background Information:

In accordance with DEA (Local), District Administration is recommending the following 2024-2025 Compensation Plan.

Administrative Consideration:

District Budget Discussions and Board Budget Workshop

Supporting Documents:

Draft Pay Schedules, Stipends and Additional Duty Rates

Recommendation:

Administration recommends that the Board approve the Recommended 2024-2025 Compensation Plan as presented.