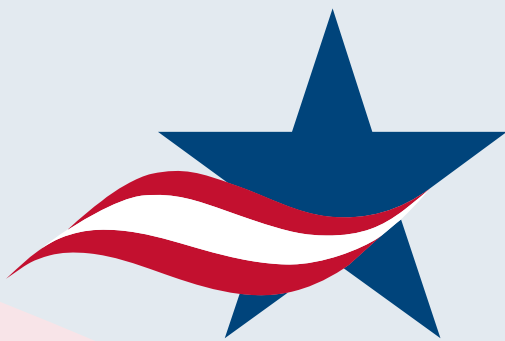


Harris County Department of Education



Harris County
Department of
Education

Board Meeting Agenda

December 13, 2017

December 13, 2017

Harris County Board of School Trustees
6300 Irvington Boulevard
Houston, Texas 77022

Dear Members of the Board:

The Harris County Board of School Trustees will meet in a regular meeting:

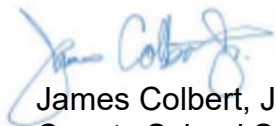
DATE: December 13, 2017

TIME: 1:00 p.m.

PLACE: 6300 Irvington Blvd

If you have any questions regarding the agenda, please call me prior to the meeting. We look forward to seeing you at the meeting.

Sincerely,

A handwritten signature in blue ink that reads "James Colbert, Jr." is positioned above the printed name.

James Colbert, Jr.
County School Superintendent

JC:kc

***Harris County Department of Education
6300 Irvington Boulevard
Houston, Texas 77022
Phone: 713-694-6300***

BOARD OF TRUSTEES

**Louis D. Evans, III – President
Eric Dick – Vice President**

**Erica Lee Carter
George P. Moore
Don Sumners
Diane Trautman
Mike Wolfe**



Mission Statement

Harris County Department of Education supports Harris County by enriching educational opportunities and providing value through services.

Goals

- Goal 1:** Impact education by responding to the evolving needs of Harris County
- Goal 2:** Deliver value to Harris County by utilizing resources in an ethical, transparent, and fiscally responsible manner
- Goal 3:** Advocate for all learners by using innovative methods to maximize students' potential
- Goal 4:** Provide cost-savings to school districts by leveraging tax dollars
- Goal 5:** Recruit and maintain a high-quality professional staff

**NOTICE OF MEETING OF THE BOARD OF TRUSTEES OF
HARRIS COUNTY DEPARTMENT OF EDUCATION**

Notice is hereby given that a meeting of the Board of Trustees of Harris County Department of Education will be held on the **13th day of December 2017 at 1:00 p.m.** for the Board to conduct the business of that meeting. The meeting will be held in the Board Room of the Administration Building, 6300 Irvington Boulevard, Houston Texas. Such a meeting is a **REGULAR BOARD MEETING**.

The subjects to be discussed or considered or upon which any formal action might be taken are on the Agenda following.

Additionally, from time to time an issue will be raised concerning an item on our agenda that had not been anticipated. The issue, while within the scope of the agenda topic, may be one that is required or authorized by law to be considered in executive session rather than in public session. In order for the Board to consider such issue in executive session, rather than postpone consideration of it until the next board meeting, the Board lists below most if not all be all of the sections of the Open Meetings Act that address the purposes for which the Board may lawfully meet in executive/closed session. The Board's purpose is not to meet in executive session to consider matters not on the agenda for the meeting. Instead, its purpose is to efficiently and timely conduct its business in accordance with the law.

Therefore, if, during the course of the meeting on agenda items covered by this Notice, the Board should determine that a closed or executive meeting or session of the Board should be held or is required in relation to any item included in this notice, then such closed or executive meeting or session as authorized by Section 551.001 et seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board at the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the Board may conveniently meet in such closed or executive meeting or session concerning any and all subjects and purposes authorized by Sections 551.071-551.084, inclusive, of the Open Meetings Act, including, but not limited to:

- Section 551.071 For the purpose of a private consultation with the Board's attorney on any or all subjects matters authorized by law.*
- Section 551.072 For the purpose of discussing the purchase, exchange, lease or value of real property.*
- Section 551.073 For the purpose of considering a negotiated contract for a prospective gift or donation.*
- Section 551.074 For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.*
- Section 551.076 To consider the deployment, or specific occasions for implementation of security personnel or devices.*
- Section 551.082 For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.*
- Section 551.083 For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.*
- Section 551.084 For the purpose of excluding witness or witnesses from a hearing during examination of another witness.*

Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed or executive session, then such final action, final decision, or final vote shall be at either: a) the open meeting covered by this notice upon the reconvening of this public meeting, or b) at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine.

James Colbert, Jr., County School Superintendent



**The Board of Trustees
December 13, 2017
Agenda of Regular Meeting**

A Regular Meeting of the Board of Trustees of Harris County Department of Education will be held December 13, 2017, beginning at 1:00 p.m. in the Board Room of the Administration Building, 6300 Irvington Boulevard, Houston Texas.

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

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. **Invocation** - Denise Johnson, Adult Education
2. **Pledge of Allegiance to the US flag** - Alyssa Morris, Student at HCDE's Adult Education Division
3. **Pledge of Allegiance to the Texas flag** - Alyssa Morris, Student at HCDE's Adult Education Division
4. **Open Forum** - Gov't Code 551.003 (5) - Public Participation. Pursuant to Policy BED (Local), a citizen who wishes to speak may do so by completing a participation request card available at the Board room at least 10 minutes prior to a regular Board meeting.
5. **Reports and presentations:**
 - A. **Superintendent Monthly Report** - James Colbert, Jr.
 - B. **Report on Board member training** - Louis Evans, Board President
 - C. **Presentation by Hillco Partners to the Board of Trustees**
 - D. **Annual update on the HCDE Adult Education Division** - Eduardo Honold, Director
 - E. **Report of the Board Feasibility Subcommittee** - Don Sumners
 - F. **Other reports from Board members** concerning attendance or participation in a board or HCDE-related conference, event, activity, or committee; accolades for an HCDE staff member or other deserving person.
 - G. **Monthly Financial Reports through 11/30/2017** - Jesus Amezcua, Assistant Superintendent for Business Services

6. **ACTION ITEMS - CONSENSUS**

A. Consider approval of the following Business Services items:

1. November Disbursement Report
2. Monthly Budget Amendment Report
3. Monthly Investment Report for November 2017

B. Consider approval of the following Board Meeting Minutes:

1. 11/29/2017 Special Committee on Board Secretary Meeting 11
2. 11/29/2017 Policy Committee Meeting 12

C. Consider ratification/approval of the following Interlocal Contracts:

1. **Interlocal (revenue) contract for FY 2018 in the aggregate amount of \$19,500 with Academic and Behavior School West with the following district: Harmony Public Schools** 14
for one (1) in-county monthly individual contract for \$19,500 (\$3000 a month for 6 1/2 months) for the contract period of 11/09/2017 through 06/06/2018.
2. **Interlocal (revenue) contracts for FY 2018 in the aggregate amount of \$21,700 with Academic and Behavior School East with the following district: Pearland ISD** 17
for one (1) in-county monthly individual contract for \$16,500 (In-county \$3000 a month for 5 1/2 months for at total of \$16,500) and for ESY Summer School Services for \$5,200 (In-county \$5,200) for the contracted period of 12/04/2017 through 07/31/2018.
3. **Interlocal (revenue) contracts for FY 2018 for ABS West in the aggregate amount of \$352,500 with the following district: Fort Bend ISD** 27
for fifteen (15) out-of-county annual contracts in the amount of \$352,500 (Out of county \$23,500 each) for the contract period of 08/28/2017 through 06/06/2018.

D. Consider approval of the following items for the HCDE Choice Partners Cooperative:

1. **HCDE Interlocal Agreements with: Fern Bluff MUD, Round Rock, Texas and Hamilton East Public Library, Noblesville, Indiana** 31
2. **Contract renewal option for job no. 13/068DG for Technology Products and Services with the following vendor: Unique Digital Technology, Inc. dba Unique Digital, Inc.** 41
for the period 01/23/2018 through 01/22/2019.

E. Consider approval of the following items for Internal Purchasing:

1. **Contract renewal option for job no. 17/015KJ for Architectural Design Services with the following vendors: AutoArch Architects, LLC., Swart Architects, Inc., Cre8 Architects, Natex Corporation Architects and Corgan** 43
for the period of 01/19/2018 through 01/18/2019.
2. **Contract renewal options for job no. 17/017LB for Head Start Substitute Teachers and Teacher Assistants with the following vendors: PESG of Texas, Zenith Learning, and Delta T-Group, Inc.** 49
for the period 01/19/2018 through 01/18/2019.

3. **Consider approval to purchase the Microsoft campus license for the 2nd year of a 3 year agreement from CDWG** (Job No. 13/068DG-09) in an amount not to exceed \$100,435.18. 53
- F. **Consider approval of Certification Contribution Agreement (Revenue Agreement) between the HCDE CASE for Kids Division and the Gulf Coast Workforce Board** for the period of 10/01/2017 through 09/30/2018. HCDE will certify \$1,700,000 to receive matching funds from the Gulf Coast Workforce Board for the CASE Partnership Project in the amount of \$1,753,386. 57
7. **ACTION ITEMS - NON-CONSENSUS**
- A. **Consider approval of contract renewal option for RFP no. 16/020KJ for Governmental Relations Services with HillCo Partners** for the period of 01/01/2018 through 12/31/2018 and approving a Services Contract in an amount not to exceed \$10,000 per month. 67
- B. **Consider approval of the proposed Annual Budget Calendar for FY 2019.** 75
- C. **Consider approval of 1.0 full-time equivalent (FTE) clerical support position for the HCDE Board of Trustees.** 77
- D. **Consider changing the regular Board meeting dates including possible revision to Policy BE (Local).** 82
- E. **Consider acceptance of the Notice of Award - Amendment 4 for Head Start carryover request from the Department of Health and Human Services (HHS) Administration for Children and Families (ACF)** in the amount of \$120,986 for the 2017 program year. 86
- F. **Consider approval to increase the allowable contract amount under CH Local FY 2018 from \$60,000 to \$75,000 (an increase of \$15,000) with Scholastic, Inc. (#13/062DG-45)** (Classroom & Community Division); fully funded by the Head Start Grant. 92
8. **EXECUTIVE SESSION** Under the Texas Government Code pursuant to any and all purposes permitted by Sections 551.001-551.084, including, but not limited to: 551.071; 551.074
- A. **Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of HCDE employees, including, but not limited to, Superintendent's evaluation and contract in accordance with Tex. Gov't Code Section 551.074.**
9. **RECONVENE** for possible action on items discussed in executive session
- A. **Possible action regarding Superintendent's contract.**

10. **INFORMATION ITEMS**
- A. **Human Resources Information Items** 94
 - B. **Employee Count** 96
 - C. **Submission of grant proposal to Dudley T. Dougherty Foundation in the amount of \$5,386 for the CASE for Kids division Kids' Day at the Hobby Center for the Performing Arts, a summer arts enrichment project for 150 students in the Harris County area.** 97
 - D. **Submission of grant proposal to Rockwell Collins in the amount of \$9,000 for CASE for Kids division Kids' Day at the Hobby Center for the Performing Arts, a summer enrichment project for 150 students in the Harris County area.** 99
 - E. **Submission of grant proposal to the Max and Victoria Dreyfus Foundation in the amount of \$8,000 for Teaching and Learning Center-Science's environmental education project, *Citizen Science:It's for the Birds!*, training 50 science teachers in citizen science activities related to birds.** 101
 - F. **HCDE Donation/Sponsorship Report for the month of November 2017** 103
11. **ADJOURN** - Next regular meeting is scheduled for Wednesday, January 24, 2018, Board Room, 6300 Irvington Blvd., Houston, Texas, 77022, at 1:00 p.m.



James Colbert, Jr.
County School Superintendent

Minutes

**HARRIS COUNTY DEPARTMENT OF EDUCATION
6300 IRVINGTON BOULEVARD
HOUSTON, TEXAS 77022**

The Harris County Board of School Trustees Special Committee on Board Secretary met in a committee meeting on November 29, 2017, in room 410, 6300 Irvington Boulevard, Houston, Texas. The meeting was called to order at 10:40 a.m. and declared that a quorum was present, that the meeting was duly called, and that notice of the meeting was posted in accordance with the Texas Open Meetings Act, Gov't. Code §551.041 and §551.051.

Board Members Present: Louis Evans, Board President; Eric Dick, Board Vice-President; Erica Lee Carter; George Moore; Don Sumners; Diane Trautman and Mike Wolfe

Board Members Absent: None

Administration: James Colbert, Jr., County School Superintendent;
Natasha Truitt, Executive Director of Human Resources

Purpose: The Board Special Committee on Board Secretary met to discuss the business of that meeting.

Adjourn: *The meeting adjourned at 11:35 a.m.*
No action was taken at this meeting.

Board President

Board Secretary

**HARRIS COUNTY DEPARTMENT OF EDUCATION
6300 IRVINGTON BOULEVARD
HOUSTON, TEXAS 77022**

The Harris County Board of School Trustees Policy Committee met in a meeting on November 29, 2017, in room 410, 6300 Irvington Boulevard, Houston, Texas. The meeting was called to order at 11:40 a.m. and declared that a quorum was present, that the meeting was duly called, and that notice of the meeting was posted in accordance with the Texas Open Meetings Act, Gov't. Code §551.041 and §551.051.

Board Members Present: Louis Evans, Board President; Eric Dick, Board Vice-President; Erica Lee Carter; George Moore; Don Sumners; Diane Trautman and Mike Wolfe

Board Members Absent: None

Administration: James Colbert, Jr., County School Superintendent
Jimmy Wynn, Special Assistant to Superintendent

Board Attorney: Sarah Langlois

Visitors: Andrea Duron; Shawn Kuehn; Matt Maliel; Johnathan Miller;
Josh Wallenstein

Purpose: The Board Policy Committee met to discuss Policy CW(Local).

Adjourn: *The meeting adjourned at 12:10 p.m.*

No action was taken at this meeting.

Board President

Board Secretary

Action Items

Regular Board Meeting

6.C.1.

Meeting Date: December 13, 2017

Title: Schools Division Academic and Behavior School West Monthly Individual Contract for Harmony PS (1)

Submitted For: Anthony Mays, Schools

Submitted By: Alma Ochoa

Recommended Action: Approve

HCDE Goal(s):
1. Impact education/respond to evolving needs
2. Deliver value responsibly
3. Advocate for learners through innovation
4. Provide cost savings by leveraging tax dollars

Additional Resource Personnel: Jonathan Parker, Anthony Mays, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson

Facilities/Technology Approval Needed?:

Information

Posted Agenda Item:

Interlocal (revenue) contract for FY 2018 in the aggregate amount of \$19,500 with Academic and Behavior School West with the following district: Harmony Public Schools for one (1) in-county monthly individual contract for \$19,500 (\$3000 a month for 6 1/2 months) for the contract period of 11/09/2017 through 06/06/2018.

Subject:

Interlocal (revenue) contract for FY 2018 in the aggregate amount of \$19,500 with Academic and Behavior School West with the following district: Harmony Public Schools for one (1) in-county monthly individual contract for \$19,500 (\$3000 a month for 6 1/2 months) for the contract period of November 9, 2017 through June 6, 2018.

Rationale:

Entity	Description	Date	Amount
Harmony Public Schools	Monthly Individual Contract (1) (In - County: \$3,000 a month for 6 1/2 month)	11/9/2017-6/6/2018	\$19,500
Total			\$19,500

Fiscal Impact

Included in FY budget Y/N: Y

Included in current budget amendment Y/N: N

Included in FY budget Y/N: Y

Included in current budget amendment Y/N: N

**2017-2018 STUDENT CONTRACT
FOR
ACADEMIC AND BEHAVIOR SCHOOL-WEST**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education (“**HCDE**”) and the **Harmony Public Schools**, (“**HPS**”) hereby enter into an Interlocal Contract (“**Contract**”) for the purpose of providing educational and related services for eligible students with disabilities of the **HPS** and to state the terms, rights and duties of the contracting parties.

1. For the period beginning **November 9, 2017** and ending **June 6, 2018**, **HCDE** agrees to provide services described herein for **Student #1** as an eligible student(s) with disabilities (referred to herein as “student”) who is a resident of the **HPS**.
2. **HCDE** agrees to provide specialized facilities and properly certified/licensed personnel necessary to appropriately educate and provide instructional and counseling services to the student in accordance with applicable law. During the period of this agreement, if **HCDE** fails to provide the necessary specialized facilities and certified personnel, the **HPS** may terminate services until such time as **HCDE** can provide the necessary specialized services contracted herein. **HCDE** will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.
3. **HCDE** agrees to furnish the **HPS** with a monthly statement of student attendance.
4. **HCDE** agrees to maintain necessary records and accounts in order to assure that funds received from the **HPS** have been expended for the services described herein. **HCDE** agrees to provide these records and other information as may be required by the **HPS**.
5. The students served under this Contract have been classified by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within the **HPS**, and recommended for services as described herein. The ARD Committee of the **HPS** has affirmed the classification and approved the recommendation of such contracted services.
6. **HPS** will provide copies of all pertinent school records on the student with parental or guardian permission. **HPS** agrees to furnish **HCDE** a copy of any additional pertinent documents regarding the student(s) which may be obtained by the **HPS** during the term of this Contract. **HCDE** will be available for participation with the **HPS** ARD Committee in the development of the Individualized Education Plan (IEP). **HCDE** will update the **HPS** on the implementation of the IEP at least once a year. A member of the **HPS** special education personnel will monitor, assess and evaluate the student’s progress as established by the IEP, including at least one on-site visit annually.
7. In consideration of the services provided herein, the **HPS** agrees to pay **HCDE** the total of **In- County ED** fee of **\$19,500** to be paid in the following manner:

\$3,000 a month for no more than **six and a half** months. Tuition and fees for student’s month of enrollment will be prorated as follows:

For students who enroll before the 15th of the month, the full monthly fee will be charged.

For students who enroll on or after the 15th of the month, half of the monthly tuition will be charged.

No proration will be given if a student withdraws before the end of the month.

In the event that **HPS** makes a payment to **HCDE** with a credit card, **HPS** agrees to pay to **HCDE** a surcharge fee consisting of any applicable credit card fees and costs borne by **HCDE**, including, without limitation, the processing fee(s) charged to **HCDE** by the credit card company(ies).

James Colbert, Jr., Superintendent

HISD may sell unused units to another district upon obtaining HCDE's prior written consent.


8. The source of funding for this contract will be from _____ (federal, state or local) funds. The parents of the students shall not be charged for the services contracted under this Contract.
9. **HCDE** will follow IDEA (Individuals with Disabilities Education Act) and other applicable laws when considering dismissal and/or expulsion.
10. This Contract may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated in this Contract.
11. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
12. Neither this Contract nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgment and authorization of the other party.
13. Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be effected by certified mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

HCDE
Attention:
James Colbert, Jr., County School Superintendent
6300 Irvington Boulevard
Houston, Texas 77022-5618

HISD
Attention:
Dr. Eugene Eski, District Superintendent
9421 West Sam Houston Parkway South
Houston, Texas 77099

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Article.

14. This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
15. This Contract does not create a joint venture or business partnership under Texas law.
16. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
17. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.



District School Superintendent

11/13/17

Date

Harris County School Superintendent

Date

For HCDE Office use only: Revenue Account No. 19980060200132 57250000 ABS-West

Regular Board Meeting

6.C.2.

Meeting Date: December 13, 2017

Title: Schools Division Academic and Behavior School East Monthly Individual Contract and ESY-Summer School for FY18 Pearland ISD (1)

Submitted For: Anthony Mays, Schools

Submitted By: Denise Alamos

Recommended Action: Approve

HCDE Goal(s):
1. Impact education/respond to evolving needs
4. Provide cost savings by leveraging tax dollars

Additional Resource Personnel:

Facilities/Technology Approval Needed?:

Information

Posted Agenda Item:

Interlocal (revenue) contracts for FY 2018 in the aggregate amount of \$21,700 with Academic and Behavior School East with the following district: Pearland ISD for one (1) in-county monthly individual contract for \$16,500 (In-county \$3000 a month for 5 1/2 months for at total of \$16,500) and for ESY Summer School Services for \$5,200 (In-county \$5,200) for the contracted period of 12/04/2017 through 07/31/2018.

Subject:

Interlocal (revenue) contracts for FY 2018 in the aggregate amount of \$21,700 with Academic and Behavior School East with the following district: Pearland ISD for one (1) in-county monthly individual contract for \$16,500 (In-county \$3000 a month for 5 1/2 months for at total of \$16,500) and for ESY Summer School Services for \$5,200 (In-county \$5,200) for the contracted period of 12/4/2017 through 7/31/2018.

Rationale:

Entity	Description	Date	Amount
Pearland ISD	Monthly Contract (1) (In-county: \$3,000 a month for 5 1/2 months)	12/4/17-6/6/18	\$16,500
	Extended School Year Services (In-county \$5,200 Summer School)	6/11/18-7/16/18	\$5,200
Total:			\$21,700

Fiscal Impact

Included in FY budget Y/N: Y

Included in current budget amendment Y/N: N

Attachments

ABSE-Pearland ISD Monthly & ESY-1

Form Review

Inbox	Reviewed By	Date
Purchasing Alternate	Karla Cantu	11/27/2017 11:18 AM
Denise Alamos (Originator)	Denise Alamos	11/28/2017 02:13 PM
Purchasing Alternate	Kendra Jackson	12/01/2017 11:15 AM
Purchasing	Bill Monroe	12/01/2017 11:15 AM
Assistant Superintendent - Business	Jesus Amezcua	12/01/2017 06:34 PM
Form Started By: Denise Alamos		Started On: 11/19/2017 10:41 AM
Final Approval Date: 12/01/2017		

PEARLAND INDEPENDENT SCHOOL DISTRICT

Professional Services Contract

Health-Related or Special Education-Related Services

This contract is entered into by and between the Pearland Independent School District (hereinafter "PISD") and HCDE/ Academic Behavior School (ABS) East (hereinafter "Provider").

In consideration of the mutual covenants and conditions in this Agreement, PISD and Provider agree as follows:

1. **Term.** This Agreement shall be effective from December 4, 2017, until July 31, 2018. Any renewal, extension, or amendment of this Agreement must be in writing and signed by both parties.

2. **Fees.** In exchange for the services described in this Agreement, PISD agrees to pay Provider \$\$19,250.00 and summer school 2018 - \$5,500.. The total contract amount shall not exceed \$24,750.00.

3. **Independent Contractor.** The relationship of PISD and Provider is that of client and independent contractor. Provider shall have the right to control and shall, in fact, control the details of the work performed. Nothing in this Agreement shall be construed to create a relationship of partnership, or agency by or between PISD and Provider. Neither Party shall be the agent of the other or have the authority to bind the other. Provider serves as an independent contractor and is not entitled to any rights, benefits, or privileges of employment, including, but not limited to, wages, health insurance, or retirement benefits.

4. **Taxes.** Provider agrees that he/she shall be solely responsible for payment of state or federal income taxes, social security taxes, and other withholdings. Provider agrees to indemnify and hold PISD harmless from and against any liability from all losses, damages, claims, costs, penalties, liabilities, or expensed incurred because of or incident to the payment or non-payment of such taxes.

5. **Duties, Services, and Qualifications.**

a. Provider agrees to furnish, at his/her own expense, all labor and materials necessary to provide the following professional services in accordance with the laws of the state of Texas: for 2nd - (1) total: (1) LIFE Skills Program unit – making total 2 and summer school 2018. (A written appendix of specified services is attached/ X is not attached as Appendix A.) Provider shall confer with PISD representatives as necessary and appropriate in the performance of these duties and services.

b. Provider shall provide those services that Provider is qualified by law to provide and that is consistent with prevailing standards of professional practice. Provider shall at all times conduct himself/herself in accordance with the ethical standards of his/her profession. Provider shall not discriminate against any PISD child or parent or other person affiliated with PISD on the basis of their race, religion, color, sex, national origin, age, disability, citizenship, substance abuse history, or HIV/AIDS status.

c. Provider is subject to a criminal history background check by PISD. Additionally, Provider shall complete the Notification of Criminal History form attached hereto as Appendix B.

d. Provider and PISD representatives shall confer regarding an appropriate schedule for the provision of services. The purpose of the schedule is not to restrict the activities of Provider but to ensure that the essential purpose of this Agreement can be served. PISD and Provider recognize that the schedule may change from week to week or month to month depending on the needs of PISD's students, the school calendar, and similar considerations.

e. Provider shall maintain and provide records to PISD for the services provided to PISD students. Provider shall submit other reports and records as reasonably required by PISD for the purpose of evaluating Provider's services and for the purpose of complying with state and federal law.

6. **Maintenance of Certification/License.** Provider shall maintain throughout the term of this Agreement an unrestricted certification and/or license in the State of Texas to provide the services that are the subject of this Agreement. Proof of state licensure/certification shall be submitted upon execution of this Agreement. Provider is responsible for all costs associated with the maintenance of certifications and/or licenses and is responsible for any fees and costs associated with continuing education requirements.

7. **Indemnification.** As an independent contractor, Provider acknowledges that PISD's liability insurance program does not cover Provider and that PISD has no obligation to defend Provider in the event of a legal claim or demand against Provider. **Provider further agrees to indemnify and hold harmless the Pearland Independent School District and its Board of Trustees, officials, and employees from any and all claims, losses, costs, damages, liabilities, and expenses of every kind, including reasonable attorneys' fees, arising out of or resulting from the assertion of claims that are based on or related to Provider's acts or omissions.**

8. **Termination Upon 15 Days' Notice.** This Agreement may be terminated by either party at any time with or without cause by providing to the other party 15 days' written notice of intent to terminate. Any termination of this Agreement as permitted by this paragraph shall not relieve either party from payment of any fees accruing prior to the effective date of the termination. Notice shall be provided by hand delivery or certified mail, return receipt requested at the addresses indicated below.

9. **Termination Upon Less than 15 Days' Notice.** PISD may terminate this Agreement upon 24 hours' written notice for good cause, including but not limited to the following: (i) the license or certification of Provider is revoked, cancelled, or suspended; (ii) a governmental or professional authority having jurisdiction over Provider imposes such restrictions or limitations on Provider to such an extent that Provider cannot engage in the services as required by this Agreement; (iii) Provider is convicted of any felony or of any offense involving moral turpitude or risk of harm to a child; and (iv) if Provider fails to rectify any breach of any material term of this Agreement within 30 days after written notice from PISD.

10. **Confidentiality.** Provider agrees to hold confidential all student information and all health information obtained from PISD regarding PISD students. Provider represents that he or she is familiar with the privacy requirement of state and federal law regarding student information and health information, including but not limited to the Family Educational Rights and Privacy Act, the Texas Education Code, and Health Insurance Portability and Accountability Act of 1996 (HIPAA). Provider agrees not to disclose such information to any third parties without the written consent of PISD or except as otherwise required by law. This provision shall survive termination or expiration of this Agreement. Provider shall promptly notify PISD if he or she received a subpoena or other request for information pertaining to PISD or its students.

11. **Nonexclusive Arrangement.** In addition to providing services to PISD, Provider may offer services to other agencies, clinics, organizations, or persons.

12. **Expenses.** Provider shall be responsible for his or her own transportation and for the ordinary and reasonable expenses necessary for the performance of the duties under this Agreement.

13. **Compliance with Applicable Laws.** Provider shall comply with all applicable federal, state, county, and city laws or ordinances.

14. **Payments.** Provider shall be paid monthly, following receipt by PISD of an invoice indicating time spent, students served, and services performed. PISD may delay payment if an

invoice contains inadequate detail about the services performed or the time spent to perform the services.

15. **Miscellaneous.**

(a) If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute between PISD and Provider shall be in Brazoria County, Texas.

(c) No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. Additionally, under no circumstances will any party be liable to or obligated to any other party for any consequential, incidental, special, or indirect damages, or lost profits.

(d) PISD does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, volunteers, or agents as a result of its execution of this Agreement or its performance under this Agreement.

(e) This Agreement shall not be modified or amended in any manner except by a writing signed by the parties.

(f) This Agreement may not be assigned by either party.

(g) This Agreement constitutes the entire Agreement between the parties. The parties expressly warrant and represent that no promise or agreement which is not expressed herein has been made to them in executing this Agreement. No statements or representations outside this Agreement, whether oral or in writing, have been relied upon by any party.

(h) This contract is funded through federal grants funds: Yes No Fund__224__
If yes, this contract shall be subject to the Addendum Contract Provisions for Contracts Under Federal Awards under Appendix C.

EXECUTED as follows:

By: Program Director
Pearland Independent School District
1928 N. Main St

Pearland, TX 77581

Jorgannie Carter
Chief Financial Officer
Pearland ISD Authorized Representative

Date

Date

By:
Printed Name: _____
Address: _____

Date

**2017-2018 STUDENT CONTRACT
FOR
ACADEMIC AND BEHAVIOR SCHOOL-EAST**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education (“**HCDE**”) and the **Pearland Independent School District**, (“**PISD**”) hereby enter into an Interlocal Contract (“**Contract**”) for the purpose of providing educational and related services for eligible students with disabilities of the **PISD** and to state the terms, rights and duties of the contracting parties.

1. For the period beginning **December 4, 2017** and ending **June 6, 2018**, **HCDE** agrees to provide services described herein for **Student #1** as an eligible student(s) with disabilities (referred to herein as “student”) who is a resident of the **PISD**.
2. **HCDE** agrees to provide specialized facilities and properly certified/licensed personnel necessary to appropriately educate and provide instructional and counseling services to the student in accordance with applicable law. During the period of this agreement, if **HCDE** fails to provide the necessary specialized facilities and certified personnel, the **PISD** may terminate services until such time as **HCDE** can provide the necessary specialized services contracted herein. **HCDE** will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.
3. **HCDE** agrees to furnish the **PISD** with a monthly statement of student attendance.
4. **HCDE** agrees to maintain necessary records and accounts in order to assure that funds received from the **PISD** have been expended for the services described herein. **HCDE** agrees to provide these records and other information as may be required by the **PISD**.
5. The students served under this Contract have been classified by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within the **PISD**, and recommended for services as described herein. The ARD Committee of the **PISD** has affirmed the classification and approved the recommendation of such contracted services.
6. **PISD** will provide copies of all pertinent school records on the student with parental or guardian permission. **PISD** agrees to furnish **HCDE** a copy of any additional pertinent documents regarding the student(s) which may be obtained by the **PISD** during the term of this Contract. **HCDE** will be available for participation with the **PISD** ARD Committee in the development of the Individualized Education Plan (IEP). **HCDE** will update the **PISD** on the implementation of the IEP at least once a year. A member of the **PISD** special education personnel will monitor, assess and evaluate the student’s progress as established by the IEP, including at least one on-site visit annually.
7. In consideration of the services provided herein, the **PISD** agrees to pay **HCDE** the total of **In- County ED** fee of **\$16,500** to be paid in **the following manner:**

\$3,000 a month for no more than **five and a half** months. Tuition and fees for student’s month of enrollment will be prorated as follows:

For students who enroll before the 15th of the month, the full monthly fee will be charged.

For students who enroll on or after the 15th of the month, half of the monthly tuition will be charged.

No proration will be given if a student withdraws before the end of the month.

James Colbert, Jr., Superintendent

6300 Irvington Boulevard, Houston, TX 77022 * Tel: 713.694.6300 * www.hcde-texas.org

If Applicable in consideration of Extended School Year Services (ESY) provided herein, **PISD** agrees to pay HCDE:

- \$5,200 in-county tuition rate times number of ESY students enrolled.
- 100% of ESY total amount due will be invoiced in **July 2018**.

In the event that **PISD** makes a payment to HCDE with a credit card, **PISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

PISD may sell unused units to another district upon obtaining HCDE's prior written consent.

8. The source of funding for this contract will be from _____ (federal, state or local) funds. The parents of the students shall not be charged for the services contracted under this Contract.
9. **HCDE** will follow IDEA (Individuals with Disabilities Education Act) and other applicable laws when considering dismissal and/or expulsion.
10. This Contract may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated in this Contract.
11. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
12. Neither this Contract nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgment and authorization of the other party.
13. Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be effected by certified mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

HCDE
Attention:
James Colbert, Jr., County School Superintendent
6300 Irvington Boulevard
Houston, Texas 77022-5618

PISD
Attention:
Dr. John Kelly, Superintendent
P.O. Box 7
Pearland, Texas 77588-0007

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Article.

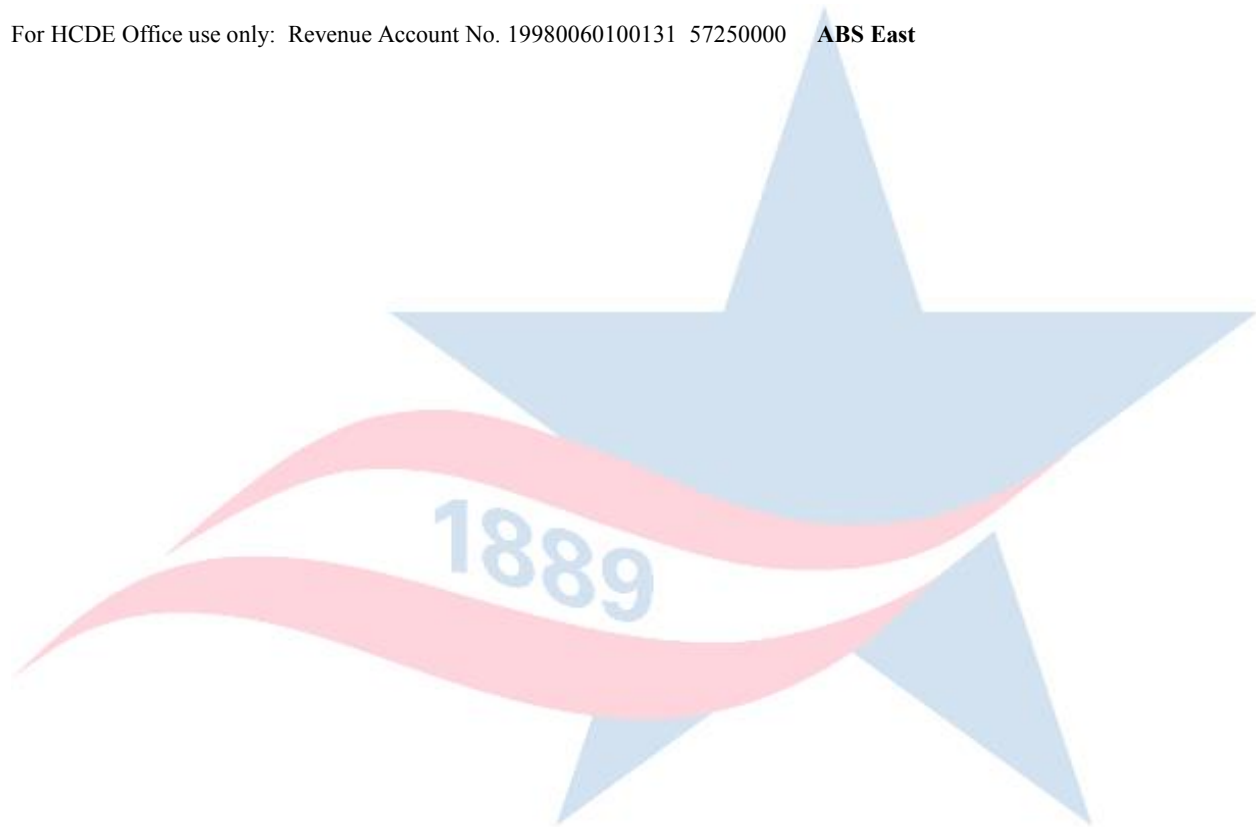
14. This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
15. This Contract does not create a joint venture or business partnership under Texas law.
16. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.

James Colbert, Jr., Superintendent
6300 Irvington Boulevard, Houston, TX 77022 * Tel: 713.694.6300 * www.hcde-texas.org

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

_____	_____
District School Superintendent/Designee	Date
_____	_____
Harris County School Superintendent	Date

For HCDE Office use only: Revenue Account No. 19980060100131 57250000 **ABS East**



Appendix B
Notification of Criminal History

Section 44.034 of the Texas Education Code, "Notification of Criminal History," states that "a person or business entity that enters into a contract with a school the District must give **advance notice** to the District if the person or 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) of the statute further states "a school the 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.

I certify that the following information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Provider's Name _____

Please check applicable statement.

____ I have not been convicted of a felony and/or my firm is not owned nor operated by anyone who has been convicted of a felony.

____ I have been convicted of a felony and/or an owner or operator of my firm has been convicted of a felony:

Name of Felon (s) _____

Details of Conviction(s) _____

Signature of Firm Official _____ Date _____

____ My firm is a publicly owned, stock-exchange corporation; therefore, this reporting requirement is not required.

Appendix C

ADDENDUM CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

All contracts under federal awards must meet federal, state and local requirements. State requirements for all contracts under federal awards include the following:

- The contract is only effective upon receipt by the District of the Notice of Grant Award (NOGA) from the federal/state awarding agency.
- The contract period is aligned to the grant period of availability as stated on the NOGA from the federal/state awarding agency (period of availability).
- All services will be completed during the effective dates of the contract.
- All services will be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and paid upon verification of receipt of services.
- The regulations for procurement in 2 CFR §§200.318-323 are followed in issuing the contract.
- All professional services provided under the contract will follow the provisions of 2 CFR §200.459 professional service costs.
- The contract identifies the funding sources that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
- The contract identifies and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the contract.
- The administrative costs charged to the grant in the contract must comply with any limitations for administrative costs for funding sources (if applicable).
- The contract specifies that the invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.

Federal requirements for all contracts under federal awards may include the following, as indicated below:

Contract over \$10,000, must address termination for cause and for convenience by the District including the manner by which it will be effected and the basis for settlement.

Contracts over \$150,000 must address administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties.

Equal Employment Opportunity clause.

Davis-Bacon Act clause for construction contracts, including compliance with prevailing wages. [The District must place a copy of the current prevailing wage determination is used by the Department of Labor with each solicitation.]

Contract Work Hours and Safety Standards Act clause related to the computation of wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

Rights to Inventions Made Under a Contract or Agreement clause if the federal award meets the definition of "funding agreement"

Clean Air Act and Federal Water Pollution Contract Act clauses if the contract is in excess of \$150,000

Debarment and Suspension clause which prohibits awarding a contract to a contractor who has been debarred, suspended or otherwise excluded from federal awards.

Byrd Anti-Lobbying Amendment clause which applies to contractors that apply or bid for an award exceeding \$100,000 who must file the required certification.

Procurement of recovered materials (§200.322) clause

IN WITNESS WHEREOF, Pearland Independent School District and Consultant have executed

this

Addendum Contract, effective the _____ day of _____

PEARLAND ISD

CONSULTANT

By: _____

By: _____

Date: _____

Date: _____

Regular Board Meeting

6.C.3.

Meeting Date: December 13, 2017

Title: Schools Division Academic and Behavior School West Annual Contracts FY18
Fort Bend ISD (15)

Submitted For: Anthony Mays, Schools

Submitted By: Alma Ochoa

Recommended Action: Approve

HCDE Goal(s):
1. Impact education/respond to evolving needs
2. Deliver value responsibly
3. Advocate for learners through innovation
4. Provide cost savings by leveraging tax dollars

Additional Resource Personnel: Jonathan Parker, Anthony Mays, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson, **Facilities/Technology Approval Needed?:**

Information

Posted Agenda Item:

Interlocal (revenue) contracts for FY 2018 for ABS West in the aggregate amount of \$352,500 with the following district: Fort Bend ISD for fifteen (15) out-of-county annual contracts in the amount of \$352,500 (Out of county \$23,500 each) for the contract period of 08/28/2017 through 06/06/2018.

Subject:

Interlocal (revenue) contracts for FY 2018 for ABS West in the aggregate amount of \$352,500 with the following district: Fort Bend ISD for fifteen (15) out-of-county annual contracts in the amount of \$352,500 (Out of county \$23,500 each) for the contract period of 08/28/2017 through 07/06/2018.

Rationale:

Entity	Description	Date	Amount
Fort Bend ISD	Annual Contracts (15) (out of-county: \$23,500 each)	8/28/2017-6/6/2018	\$352,500
Total			\$352,500

Fiscal Impact

Included in FY budget Y/N: Y

Included in current budget amendment Y/N: N

Included in FY budget Y/N: Y

Included in current budget amendment Y/N: N

Attachments

**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES
ACADEMIC BEHAVIOR SCHOOL (ABS) WEST**

2017-2018 ANNUAL CONTRACT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and the **Fort Bend Independent School District**, ("FBISD") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services for eligible student(s) with disabilities of the **FBISD** and to state the terms, rights and duties of the contracting parties.

1. For the period beginning **August 28, 2017** and ending **June 6, 2018**, HCDE agrees to provide services described herein for **fifteen (15) total: (10) Adaptive Behavior Program and (5) Life Skills** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the **FBISD**; Management Consulting/Staff Development for five (5) days for School-Based Therapy Services to eligible students who are residents of the **FBISD**.
2. HCDE agrees to provide specialized facilities and properly certified/licensed personnel necessary to appropriately educate and provide instructional and counseling services to the student(s) in accordance with applicable law. During the period of this agreement, if HCDE fails to provide the necessary specialized facilities and certified personnel, the **FBISD** may terminate services until such time as HCDE can provide the necessary specialized services contracted herein. HCDE will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.
3. HCDE agrees to furnish the **FBISD** with a monthly statement of student(s) attendance.
4. HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the **FBISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **FBISD**.
5. The student(s) served under this contract have been classified by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within the **FBISD**, and recommended for services as described herein. The ARD Committee of the **FBISD** has affirmed the classification and approved the recommendation of such contracted services.
6. **FBISD** will provide copies of all pertinent school records on the student(s) with parental or guardian permission. **FBISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) which may be obtained by the **FBISD** during the term of this contract. HCDE will be available for participation with the **FBISD** ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the **FBISD** on the implementation of the IEP at least once per semester. A member of the **FBISD** special education personnel will monitor, assess and evaluate the student(s)'s progress as established by the IEP, including at least one on-site visit annually.
7. In consideration of the services provided herein, the **FBISD** agrees to pay HCDE a total amount of **\$352,500**. Total is calculated
 - a.) multiplying the number of 15 units X \$23,500 (**out of county** tuition rate) = **\$352,500**

HCDE will invoice **FBISD** and payment will be due immediately upon receipt of invoice. **FBISD** agrees to make payment on the total sum in 11 installments, which are due and payable, without demand, on the following dates in the amounts set forth next to the dates:

Dates Services Provided:	Invoice Dates:	Amount due:
August 2017	September 20, 2017	\$32,045
September 2017	October 20, 2017	\$32,045
October 2017	November 20, 2017	\$32,045
November 2017	December 20, 2017	\$32,045
December 2017	January 20, 2018	\$32,045
January 2018	February 20, 2018	\$32,045
February 2018	March 20, 2018	\$32,045
March 2018	April 20, 2018	\$32,045
April 2018	May 20, 2018	\$32,045
May 2018	June 20, 2018	\$32,045
June 2018	July 20, 2018	\$32,050

In the event that **FBISD** makes a payment to HCDE with a credit card, **FBISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

If **FBISD** needs additional units and HCDE has additional units available, **FBISD** will be invoiced at the Out-of-County monthly rate of \$3,500 per unit, not to exceed \$30,000.

In the event that **FBISD** makes a payment to HCDE with a credit card, **FBISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

FBISD may sell unused units to another district upon obtaining HCDE's prior written consent.

8. The source of funding for this contract will be from **FBISD** ^{federal/local} (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this contract.
9. HCDE will follow IDEA and other applicable laws when considering dismissal and/or expulsion.
10. This contract may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated in this contract. **FBISD** may terminate this contract with or without cause with thirty (30) days written notice to HCDE.
11. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
12. Neither this contract nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgment and authorization of the other party.

13. Any notice provided under the terms of this contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

HCDE

Attention:
James Colbert, Jr., County School Superintendent
6300 Irvington Boulevard
Houston, Texas 77022-5618

FBISD

Attention:
Charles E. Dupre, Superintendent
16431 Lexington Boulevard
Sugar Land, Texas 77479

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Article.

14. This contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this contract shall be in Harris County, Texas.
15. This contract does not create a joint venture or business partnership under Texas law.
16. Each party acknowledges that this contract has been authorized by the governing body of each party to the contract.
17. In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.



Charles E. Dupre, Ed.D., Superintendent, Fort Bend ISD

11-7-17

Date

Harris County School Superintendent

Date

For HCDE Office use only: Revenue Account No. 19980060200132 57250001 **ABS-West**

Regular Board Meeting

6.D.1.

Meeting Date: December 13, 2017
Title: Master Service Interlocal Agreements
Submitted For: Joann Nichols, Choice Partners

Submitted By: Mary Causey
HCDE Goal(s): 4. Provide cost savings by leveraging tax dollars

Recommended Action: Approve

Additional Resource Personnel: Joann Nichols, Jeff Drury, Greg Lookabaugh, Michael Robles, Bill Monroe and Dr. Jesus Amezcua

Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

HCDE Interlocal Agreements with: Fern Bluff MUD, Round Rock, Texas and Hamilton East Public Library, Noblesville, Indiana

Subject:

HCDE Interlocal Agreements with:

Entity Name	Entity Type	City	State	Region
Fern Bluff MUD	Governmental	Round Rock	TX	13
Hamilton East Public Library	Governmental	Noblesville	IN	0

Rationale:

HCDE Interlocal Agreements with:

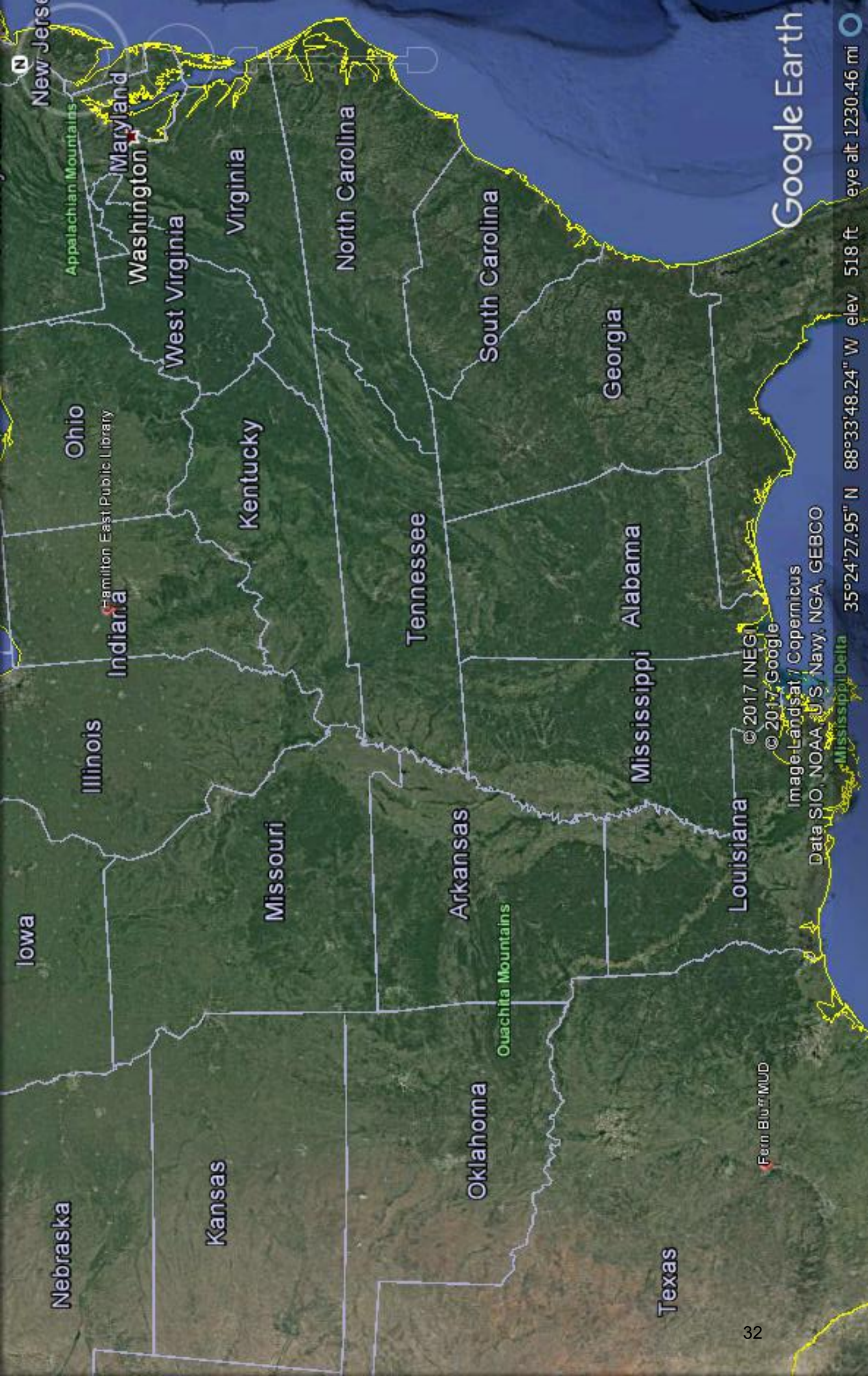
Entity Name	Entity Type	City	State	Region
Fern Bluff MUD	Governmental	Round Rock	TX	13
Hamilton East Public Library	Governmental	Noblesville	IN	0

Fiscal Impact

Included in FY budget Y/N: Y
Included in current budget amendment Y/N: N

Attachments

Interlocal Map 2
Fern MUD
Hamilton Library



© 2017 INEGI
© 2017, Google
Image Landsat / Copernicus
Data SIO, NOAA, U.S. Navy, NGA, GEBCO

35°24'27.95" N 88°33'48.24" W elev 518 ft eye alt 1230.46 mi

Interlocal Agreement
between Harris County Department of Education
& Fern Bluff MUD

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and Fern Bluff MUD, a local governmental entity and/or political subdivision ("LGE"), located in Round Rock (city), Texas (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement shall commence on the date of the first signature of this Agreement ("Effective Date") and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. **Agreement.** The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. **Purpose and Scope of Work.**
 - A. **HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE's submission of independent contracts or purchase orders to HCDE and HCDE's acceptance thereof. HCDE's obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE's obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. **LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE's sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. **As is.** HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
 5. **Master Contract.** This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. **Payments.** The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. **Invoices.** HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. **Participation in HCDE's Cooperative Purchasing Program.** If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. **Compliance with Laws.** Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. **Termination.** This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. **Assignment.** Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

12. **Conflict of Interest.** During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

13. **Contract Amendment.** This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.

14. **Notice.** Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

Fern Bluff MUD ("LGE")
Attn: Janey Miller
Title: General Manager
Address: 7320 Wyoming Springs Dr.
City, State, Zip: Round Rock, Tx 78681
Phone: 512-238-0606
Email: janey.miller@fernbluffmud.org

15. **Relation of Parties.** It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.

16. **Non-Exclusivity of Services.** Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. **Disclaimer.** HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. **Limitation of Liability.** Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
- Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. **Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. **No Waiver.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. **Benefit for Signatory Parties Only.** Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. **Authorization.** Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Fern Bluff MUD

Harris County Department of Education

Name of Local Governmental Entity

[Handwritten Signature]

Authorized Signature

Janey Miller

Printed Name

General Manager

Title

James Colbert, Jr.

County School Superintendent

11-14-2017

Date

Date

Type of Local Governmental Entity (*select one*):

- School District Charter School
- County City/Municipality
- University College
- State Entity
- Governmental entity/other: _____

Interlocal Contract - Interstate
Between Harris County Department of Education
& Hamilton East Public Library

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interstate Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and the Hamilton East Public Library ("Entity"), located in Noblesville, IN, for the purpose of allowing Entity to purchase services under the same terms, conditions, and prices as are available to all participants of HCDE's Choice Partners cooperative.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas and to agencies of other states, pursuant to Texas Government Code § 791.011(b)(2). Both HCDE and Entity desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Term. This Contract is effective from the date of the first signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. Purpose and Scope of Work.
 - A. **HCDE:**
 - Represents that it has secured the vendor(s)' agreement to provide commodities and/or services to its non-Texas members under the terms, conditions, and prices as contracted for Texas governmental entities.
 - Represents that it has reviewed the contract(s) and determined that it complies with any and all applicable rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing in the State of Texas.
 - B. **Entity:**
 - Agrees that it is Entity's responsibility to ensure that its State's rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing allow Entity's participation in out-of-state contracts.
 - Agrees that it shall issue any and all purchase orders or other applicable authorizations for purchases made on its behalf to Choice Partner's vendors.
 - Agrees that it shall provide Choice Partners with a copy of any contract or purchase order based on a Choice Partners contract.

- Agrees to follow the terms and conditions of each independent contract or purchase orders for each Choice Partner vendor.
4. As is. HCDE makes this Contract available to Choice Partners participating entities “as is” and are under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the Contract for the benefit of Entity.
 5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
 6. Conflict of Interest. During the Term of HCDE’s service to Entity, Entity, its personnel and agents, shall not, directly or indirectly, whether for Entity’s own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
 7. Contract Amendment. This Contract shall not be altered, changed, or amended except by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
 8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
 Attn: James Colbert, Jr.
 County School Superintendent
 6300 Irvington Blvd.
 Houston, Texas 77022
 Phone: 713-694-6300

Entity: Hamilton East Public Library
 Attn: Edra Waterman
 Title: Director
 Address: 1 Library Plaza
 City, State, Zip: Noblesville IN
 Phone: 317-770-3202
 Email: ewaterman@hepl.lib.in.us

9. Relation of Parties. It is the intention of the parties that Entity is independent of HCDE and is not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Entity or HCDE and any of Entity’s agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide Entity these services. During the Term of Contract, Entity reserves the right to use all available resources to procure other services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
 - By Entity upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
 - By mutual written agreement of the parties, upon thirty (30) days prior notice;
 - By either party by giving thirty (30) days written notice to the other party; or
 - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.
12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and

Entity. Both parties agree to allow the Entity to use any or all of the following programs and/or services with no charge from HCDE including Choice Partners.

Entity agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interstate Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
14. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
15. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and Entity have executed this Contract to be effective on the date specified in Article 1. Term above:

Hamilton East Public Library

Harris County Department of Education

Entity Name



Signature

Edra Waterman

James Colbert, Jr.

Printed Name

Director

County School Superintendent

Title

11/16/2017

Date: _____

Date

Regular Board Meeting

6.D.2.

Meeting Date: December 13, 2017
Title: Contract renewal for 13/068DG for Technology Products and Services
Submitted For: Joann Nichols, Choice Partners
Submitted By: Mary Causey
Recommended Action: Approve
HCDE Goal(s): 4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel: Joann Nichols, Jeff Drury, Greg Lookabaugh, Michael Robles, Bill Monroe and Dr. Jesus Amezcua
Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

Contract renewal option for job no. 13/068DG for Technology Products and Services with the following vendor: Unique Digital Technology, Inc. dba Unique Digital, Inc. for the period 01/23/2018 through 01/22/2019.

Subject:

Subject: Choice Partners; Contract Renewal; Technology Products and Services; Revenue Generating

Rationale:

The HCDE/Choice Partners Cooperative recommends exercising its fourth (4th) contract renewal option with the following vendor for job no. 13/068DG for Technology Products and Services for the period of 01/23/2018 through 01/22/2019:

- Unique Digital Technology, Inc. dba Unique Digital, Inc. (#13/068DG-38)

This proposal was procured to acquire vendors that will provide Technology Products and Services to Choice Partners members. Six hundred seventy-six (676) proposals were sent to potential vendors. Sixty-four (64) responses were received. Thirty-eight (38) vendors offering the best value to Choice Partners were chosen. There is a 2% participation fee which will be paid to HCDE on all sales made under this contract. The initial contract was awarded 1/23/2014 with an option to renew up to four (4) additional years. Contract in accordance with Texas Education Code 44.031.

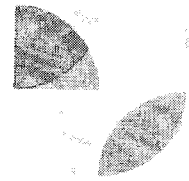
Fiscal Impact

Attachments

13/068DG Unified

Form Review

Inbox	Reviewed By	Date
Choice Partners	Joann Nichols	11/15/2017 01:30 PM
Purchasing Alternate	Michael Robles	11/22/2017 02:53 PM
Purchasing	Bill Monroe	11/27/2017 10:04 AM
Assistant Superintendent - Business	Jesus Amezcua	11/29/2017 09:58 AM



October 18, 2017

Subject: Contract Renewal for 13 / 068 DG for Technology Products & Services for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:


Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **January 22, 2018**. This contract has **four (1)** one-year annual renewal option remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **January 23, 2018**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php> by **October 27, 2017 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

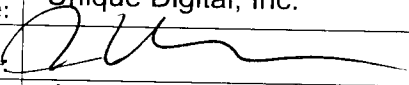
If you have any questions or concerns, or need to discuss this contract renewal please contact Mary Causey at 713-696-8270 or e-mail to mary@choicepartners.org.

Sincerely,


 Jeff Drury, Director
 Choice Partners
 A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
 Assistant Superintendent for Business Services
 Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Unique Digital, Inc.
Authorized Signature:	
Print Name:	Jenny Kneseck
Title:	VP Financial Services
Date:	10/25/2017
Address:	10595 Westoffice Dr.
City, State, Zip Code:	Houston, TX 77042
Phone:	713-777-0447
Email Address:	jknesek@uniquedigital.com

Regular Board Meeting

6.E.1.

Meeting Date:	December 13, 2017		
Title:	Renewal Option for RFQ 17/015KJ Architectural Design Services		
Submitted For:	Bill Monroe, Purchasing	Submitted By:	Yaritza Roman
Recommended Action:	Approve	HCDE Goal(s):	1. Impact education/respond to evolving needs
Additional Resource Personnel:	Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson, Yaritza Roman	Facilities/Technology Approval Needed?:	None

Information

Posted Agenda Item:

Contract renewal option for job no. 17/015KJ for Architectural Design Services with the following vendors: AutoArch Architects, LLC., Swart Architects, Inc., Cre8 Architects, Natex Corporation Architects and Corgan for the period of 01/19/2018 through 01/18/2019.

Subject:

Renewal, Architectural Design Services

Rationale:

Consider renewal option for RFQ 17/015KJ for Architectural Design Services for the period of 01/19/2018 through 01/18/2019 with the following vendors:

- AutoArch Architects, LLC.
- Swart Architects, Inc.
- Cre8 Architects
- Natex Corporation Architects
- Corgan

This RFQ was issued to acquire a pool of architects to be contracted as needed. A total of seventy-two (72) Invitation to propose were sent to potential architectural vendors of which six (6) responses were received. Five (5) architects were chosen, based on qualifications and demonstrated competence. The RFQ allows for a contract period of one year with option to renew annually up to four additional years. The original contract period began on 01/19/2017 through 01/18/2018. Contracts will be negotiated as needed by HCDE.

Contract is in accordance with Government Code 2254 (Procuring Professional Services).

Fiscal Impact

Attachments


- Execution of Offer Autoarch Architects, LLC
- Execution of Offer Corgan
- Execution of Offer Natex Corporation Architects
- Execution of Offer Swart Architects, Inc.
- Execution of Offer Cre8 Architects

HCDE 2018 - Renewal

HARRIS COUNTY DEPARTMENT OF EDUCATION EXECUTION OF OFFER – CONTRACT RENEWAL

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	AUTOARCH Architects, LLC		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Lina Sabouni		
TITLE:	Principal		
DATE:	11/08/2017		
ADDRESS:	6200 Savoy, Suite 100		
CITY, STATE, ZIP CODE:	Houston, Texas 77036		
PHONE:	713.952.3366	FAX:	713.952.5002
EMAIL ADDRESS:	Lina@autoarch.net		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:


Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
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- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Corgan		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Roger Basarich		
TITLE:	Vice President		
DATE:	11/14/2017		
ADDRESS:	20 E Greenway Plaza, Suite 410		
CITY, STATE, ZIP CODE:	Houston, TX 77046		
PHONE:	832-652-3654	FAX:	
EMAIL ADDRESS:	Roger.Basarich@corgan.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:


Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
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- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Natex Corporation Architects		
AUTHORIZED SIGNATURE:			
PRINT NAME:	M. Carolina Weitzman		
TITLE:	President		
DATE:	November 13, 2017		
ADDRESS:	2500 Wilcrest Drive, Suite 650		
CITY, STATE, ZIP CODE:	Houston, TX 77042		
PHONE:	713-975-9525	FAX:	713-780-7824
EMAIL ADDRESS:	carolina@natexarchitects.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:


Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
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- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Swart Architects, Inc.		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Sam Swart		
TITLE:	President		
DATE:	November 10, 2017		
ADDRESS:	2855 Mangum Sute 505		
CITY, STATE, ZIP CODE:	Houston, Texas 77092		
PHONE:	713-729-0766	FAX:	
EMAIL ADDRESS:	swart@sbcglobal.net		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

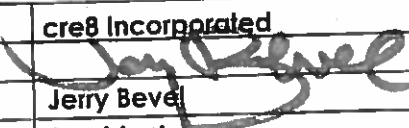
Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	cre8 Incorporated	
AUTHORIZED SIGNATURE:		
PRINT NAME:	Jerry Bevel	
TITLE:	President	
DATE:	13 November 2017	
ADDRESS:	3815 Montrose Boulevard, Suite 123	
CITY, STATE, ZIP CODE:	Houston, TX 77006	
PHONE:	713-526-2738	FAX: N/A
EMAIL ADDRESS:	jerry.bevel@cre8houston.com	

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

Regular Board Meeting

6.E.2.

Meeting Date: December 13, 2017

Title: Renewal Option for Job No. 17/017LB Head Start Substitute Teachers and Teacher Assistants

Submitted For: Bill Monroe, Purchasing

Submitted By: Yaritza Roman

Recommended Action: Approve

HCDE Goal(s): 1. Impact education/respond to evolving needs

Additional Resource Personnel: Jonathan Parker, Venetia Peacock, Dr. Amezcua, Bill Monroe, Yaritza Roman

Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

Contract renewal options for job no. 17/017LB for Head Start Substitute Teachers and Teacher Assistants with the following vendors: PESG of Texas, Zenith Learning, and Delta T-Group, Inc. for the period 01/19/2018 through 01/18/2019.

Subject:

Substitute Teachers and Teacher Assistants for HCDE Head

Rationale:

Consider approval of renewal options for job no. 17/017LB for Head Start Substitute Teachers and Teacher Assistants for the period of 01/19/2018 through 01/18/2019 with the following vendors:

- PESG of Texas
- Zenith Learning
- Delta T-Group, Inc.

This proposal was procured with the purpose of acquiring vendors that will provide substitute teachers and teacher assistants to the Head Start division. A total of one hundred thirteen (113) invitations were sent to potential vendors of which four (4) responses were received, evaluated, and the vendors offering the best value to the Harris County Department of Education were chosen. The original contract period began on 01/19/2017 through 01/18/2018 with an option to renew annually up to four (4) additional years.

Contract is in accordance with Texas Education Code 44.031.

Fiscal Impact

Attachments

- Execution of Offer PESG of Texas
- Execution of Offer Zenith Learning
- Execution of Offer Delta Group, Inc.

Form Review

Inbox
Purchasing
Assistant Superintendent - Business
Form Started By: Yaritza Roman
Final Approval Date: 11/29/2017

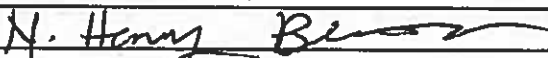
Reviewed By
Bill Monroe
Jesus Amezcua

Date
11/27/2017 12:21 PM
11/29/2017 09:58 AM
Started On: 11/17/2017 12:40 PM

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER - CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	PESG of Texas, LLC		
AUTHORIZED SIGNATURE:			
PRINT NAME:	N. Henry Bledsoe		
TITLE:	President & CEO		
DATE:	November 10, 2017		
ADDRESS:	4606 FM 1960 Rd W Suite 400		
CITY, STATE, ZIP CODE:	Houston, TX 77069		
PHONE:	855-747-8233	FAX:	866-282-9009
EMAIL ADDRESS:	nhbledsoe@mypesg.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

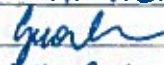
Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	ZENITH PREMIER INC. D.B.A. ZENITH LEARNING		
AUTHORIZED SIGNATURE:			
PRINT NAME:	JOHN G. DUMAN		
TITLE:	CEO		
DATE:	11/10/2017		
ADDRESS:	2900 Wilcrest Dr., Suite 230		
CITY, STATE, ZIP CODE:	Houston, TX 77042		
PHONE:	(713) 988-9600 ext 1005	FAX:	(713) 774-6903
EMAIL ADDRESS:	jduman@zenithlearning.org		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:


Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Delta-T Group, Inc.		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Scott McAndrews		
TITLE:	President		
DATE:	November 7, 2017		
ADDRESS:	950 East Haverford Road, Suite 200		
CITY, STATE, ZIP CODE:	Bryn Mawr, PA 19010		
PHONE:	(800) 251-8501	FAX:	(215) 220-2669
EMAIL ADDRESS:	rfp@deltatg.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

Regular Board Meeting

6.E.3.

Meeting Date: December 13, 2017
Title: Renewal of Microsoft Licensing Agreement
Submitted For: Art Vu, Technology

Submitted By: Simone Llorens
HCDE Goal(s): 4. Provide cost savings by leveraging tax dollars

Recommended Action: Approve

Additional Resource Personnel: Helen Spencer, Arthur Vu, Dr. Jesus J. Amezcua, Bill Monroe, Yaritza Roman

Facilities/Technology Approval Needed?: Technology

Information

Posted Agenda Item:

Consider approval to purchase the Microsoft campus license for the 2nd year of a 3 year agreement from CDWG (Job No. 13/068DG-09) in an amount not to exceed \$100,435.18.

Subject:

Renewal of Microsoft Licensing Agreement

Rationale:

Technology Support Services recommends to renew year 2 of the 3-year Microsoft agreement that will allow HCDE to legally deploy and use Microsoft desktop software and other software solutions included in the Microsoft agreement.

Fiscal Impact

Attachments

Microsoft License Renewal

Form Review

Inbox

Technology
Chief Information Officer
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Simone Llorens
Final Approval Date: 11/29/2017

Reviewed By

Art Vu
Helen Spencer
Yaritza Roman
Bill Monroe
Jesus Amezcua

Date

11/17/2017 03:15 PM
11/17/2017 03:17 PM
11/28/2017 01:54 PM
11/28/2017 02:46 PM
11/29/2017 09:58 AM
Started On: 11/06/2017 12:26 PM

QUOTE CONFIRMATION



DEAR NATHANIEL JONES,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JKTG512	11/28/2017	MS EES NEW FORMAT FEB 2018	1877965	\$100,435.18

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Office Project Professional - license & software assurance - 1 PC Mfg. Part#: H30-00237 UNSPSC: 43231507 Contract: HCDE/CP Catalog Agreement 13-068DG Electronic distribution - NO MEDIA Contract: HCDE/CP Catalog Agreement (13/068DG)	1	2355600	\$58.80	\$58.80
Microsoft Project Online Essentials - subscription license (1 month) - 1 us Mfg. Part#: 7HS-00001 UNSPSC: 43231507 Contract: HCDE/CP Catalog Agreement 13-068DG Electronic distribution - NO MEDIA Contract: MARKET	4000	4240400	\$0.00	\$0.00
Microsoft Project Online Professional - subscription license - 1 user Mfg. Part#: 7MA-00001-12MO UNSPSC: 43231507 Contract: HCDE/CP Catalog Agreement 13-068DG Electronic distribution - NO MEDIA Contract: HCDE/CP Catalog Agreement (13/068DG)	1	4304049	\$68.16	\$68.16
Microsoft SQL Server Enterprise Core Edition License & Software Assurance Mfg. Part#: 7JQ-00341 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: HCDE/CP Catalog Agreement (13/068DG)	24	2670095	\$1,180.99	\$28,343.76
Microsoft System Center Datacenter Edition - license & software assurance - Mfg. Part#: 9EP-00037-12MO UNSPSC: 43232804 Contract: HCDE/CP Catalog Agreement 13-068DG Electronic distribution - NO MEDIA Contract: HCDE/CP Catalog Agreement (13/068DG)	8	4296275	\$27.24	\$217.92
Microsoft Visio Pro for Office 365 (Plan A2) - subscription license - 1 use Mfg. Part#: P4U-00001-12MO UNSPSC: 43231507	24	2968438	\$26.04	\$624.96

QUOTE DETAILS (CONT.)				
Electronic distribution - NO MEDIA Contract: HCDE/CP Catalog Agreement (13/068DG)				
Microsoft Visio Professional - license & software assurance - 1 PC	20	2943841	\$49.14	\$982.80
Mfg. Part#: D87-01057 UNSPSC: 43231507 Electronic distribution - NO MEDIA Contract: HCDE/CP Catalog Agreement (13/068DG)				
Microsoft Visual Studio Professional with MSDN - license & software assurance	10	2380076	\$57.61	\$576.10
Mfg. Part#: 77D-00110 UNSPSC: 43232402 Electronic distribution - NO MEDIA Contract: HCDE/CP Catalog Agreement (13/068DG)				
Microsoft Windows Remote Desktop Services - license & software assurance -	1000	2486057	\$6.23	\$6,230.00
Mfg. Part#: 6VC-01251 UNSPSC: 43232901 Electronic distribution - NO MEDIA Contract: HCDE/CP Catalog Agreement (13/068DG)				
Microsoft Windows Server Datacenter Edition - license & software assurance	296	4296261	\$41.73	\$12,352.08
Mfg. Part#: 9EA-00039-12MO UNSPSC: 43233004 Contract: HCDE/CP Catalog Agreement 13-068DG Electronic distribution - NO MEDIA Contract: HCDE/CP Catalog Agreement (13/068DG)				
Microsoft Project Server - license & software assurance - 1 server	1	2354994	\$40.60	\$40.60
Mfg. Part#: H22-00479 UNSPSC: 43231507 Electronic distribution - NO MEDIA Contract: HCDE/CP Catalog Agreement (13/068DG)				
MS EES FAC M365EDU A3 SS CCAL P/U LA	1000	4868140	\$50.94	\$50,940.00
Mfg. Part#: AAA-89962-12MO Electronic distribution - NO MEDIA Contract: MARKET				

PURCHASER BILLING INFO		SUBTOTAL	\$100,435.18
Billing Address: HARRIS COUNTY DEPT. OF EDUCATION **** MUST SHIP COMPLETE **** 6300 IRVINGTON BLVD ACCOUNTS PAYABLE HOUSTON, TX 77022-5799 Phone: (713) 694-6300 Payment Terms: Request Terms		SHIPPING	\$0.00
		GRAND TOTAL	\$100,435.18
		DELIVER TO Shipping Address: HARRIS COUNTY DEPT. OF EDUCATION NATHANIEL JONES-TECHNOLOGY 6005 WESTVIEW DR HCDE WAREHOUSE HOUSTON, TX 77055 Shipping Method: ELECTRONIC DISTRIBUTION	



Soph Khoeun

|

(877) 823-5948

|

sophkho@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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Regular Board Meeting

6.F.

Meeting Date: December 13, 2017

Title: FY17-18 Gulf Coast Workforce Board Local Match Contribution Agreement

Submitted For: Lisa Caruthers, Case for Kids

Submitted By: Kimberlee Flowers

Recommended Action: Approve

HCDE Goal(s):
2. Deliver value responsibly
3. Advocate for learners through innovation

Additional Resource Personnel: Jimmy Wynn, Dr. Lisa Caruthers, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson

Facilities/Technology Approval Needed?:

Information

Posted Agenda Item:

Consider approval of Certification Contribution Agreement (Revenue Agreement) between the HCDE CASE for Kids Division and the Gulf Coast Workforce Board for the period of 10/01/2017 through 09/30/2018. HCDE will certify \$1,700,000 to receive matching funds from the Gulf Coast Workforce Board for the CASE Partnership Project in the amount of \$1,753,386.

Subject:

Certification Contribution Agreement; CASE for Kids Division and the Gulf Coast Workforce Board

Rationale:

Approval of the Certification Contribution Agreement allows CASE for Kids to certify funds allocated to afterschool programs and leverage federal funds through the Houston Galveston Area Council for quality afterschool program support services. CASE for Kids will certify \$1,700,000 in afterschool funding made possible through CASE for Kids' Partnership Project, strategic partners afterschool program services, and match funds from local school districts. Based on certification amount, HGAC will provide match funding in the amount of \$1,753,386 that will be allocated for the CASE for Kids for quality support services across Harris County, such as professional development, coaching, and special initiatives to support early learning, school readiness, and literacy for students between the ages of 4 and 12.

Fiscal Impact

Attachments

17-18 Match Certification

Form Review

Inbox
CASE
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Kimberlee Flowers
Final Approval Date: 12/01/2017

Reviewed By	Date
Lisa Caruthers	12/01/2017 09:54 AM
Kendra Jackson	12/01/2017 11:13 AM
Bill Monroe	12/01/2017 11:15 AM
Jesus Amezcua	12/01/2017 06:34 PM
Started On: 12/01/2017 09:19 AM	

**Child Care Local Match Contribution Agreement
Gulf Coast Local Workforce Board**

NAME OF CONTRIBUTOR	HARRIS COUNTY DEPARTMENT OF EDUCATION
----------------------------	--

PLEGGED LOCAL MATCH AMOUNT	
DONATION	\$
TRANSFER	\$
CERTIFICATION OF EXPENDITURES	\$ 1,700,000

The contributor identified above pledges the local funds as indicated in order for the Texas Workforce Commission (TWC) to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services or activities in the following local workforce development area: Gulf Coast Workforce Board area.

All parties understand and agree that (1) the appropriate Federal Medical Assistance Percentage for Texas will be used to determine the amount of federal funds matched as a result of this local contribution; and (2) this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission (Commission).

SIGNATURES: The person signing this agreement on behalf of the contributor or the Board hereby warrants that he or she has been fully authorized to:

- execute this agreement on behalf of his or her organization; and
- validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their agencies effective **October 1, 2017, and continuing through September 30, 2018.**

	HARRIS COUNTY DEPARTMENT OF EDUCATION	GULF COAST WORKFORCE BOARD
Signature		
Printed Name	James Colbert, Jr.	Jack Steele
Title	Superintendent	Executive Director
E-mail Address	jcolbert@hcde-texas.org	Jack.steele@h-gac.com

**Child Care Local Match Contribution Agreement
GENERAL AGREEMENT TERMS**

SECTION 1: Legal Authority

In the State of Texas, TWC is designated as the lead agency for the administration of Child Care and Development Funds (CCDF) available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (42 United States Code (USC) §9801, et seq.).

Pursuant to federal regulations (45 Code of Federal Regulations (CFR) Parts 98 and 99), TWC is the CCDF Lead Agency for Texas and the entity designated to accept donated funds from any private entity, or transferred funds from any public entity, or certifications of expenditures from public entities that may be used as match for available federal funds. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by TWC, and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

SECTION 2: For contributions from a private entity to TWC, the contributor, by executing this agreement, certifies that pursuant to Labor Code §301.021(b)-(d) and Texas Government Code §575.005:

- a. the contributor is not party to an administrative proceeding before the Commission.
 - (i) Under Texas Government Code §575.005, “administrative proceeding” means a “contested case” as defined by Texas Government Code §2001.003, i.e., “a proceeding, including a ratemaking or licensing proceeding, in which the legal rights, duties, or privileges of a party are to be determined by a state agency after an opportunity for adjudicative hearing.”
 - (ii) Prior to accepting this agreement, TWC will verify whether the private entity contributor is party to an administrative proceeding before the Commission. If the private entity contributor is, or becomes a party to, an administrative proceeding before the Commission prior to the Commission’s acceptance of this agreement, Texas Labor Code §301.021(b) and Texas Government Code §575.005 prohibit the Commission from accepting this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Texas Government Code §2001.144.
- b. If the contributor is a for-profit entity, the contributor does not currently:
 - (i) have a contract with TWC for services or products of a value of \$50,000.00 or greater; or
 - (ii) have a bid in response to a request for proposal for such contract before TWC.

This condition does not apply to a contract or bid that relates only to providing child care services.

- c. Upon execution of this agreement, if it is for the contribution of privately donated funds from a for-profit entity, the contributor understands that pursuant to Texas Labor Code §301.021(d), the contributor shall not enter into a contract with TWC or submit a bid in response to a request for proposal issued by TWC before the first anniversary of the date on which TWC accepted a donation from the contributor unless the contract or bid relates only to providing child care services.

SECTION 3: For contributions from a private entity to a Board, consistent with Labor Code §301.021(b)-(d) and Texas Government Code §575.005:

- a. the contributor is not party to a Board-level complaint or appeal pursuant to Chapter 823, Subchapter B.
 - (i) Prior to accepting this agreement, the Board will verify whether the private entity contributor is party to a Board-level complaint or appeal. If the private entity contributor is, or becomes a party to, a Board-level complaint or appeal prior to the Commission's acceptance of this agreement, Commission will not accept this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Chapter 823.
- b. If the contributor is a *for-profit* entity, the contributor does not currently:
 - (i) have a contract with the Board for services or products of a value of \$50,000.00 or greater; or
 - (ii) have a bid in response to a request for proposal for such contract before the Board.

This condition does not apply to a contract or bid that relates only to providing child care services.
- c. Upon execution of this agreement, if it is for the contribution of privately donated funds from a *for-profit* entity, the contributor understands that consistent with Texas Labor Code §301.021(d), the contributor shall not enter into a contract with the Board or submit a bid in response to a request for proposal issued by the Board before the first anniversary of the date on which the Board accepted a donation from the contributor unless the contract or bid relates only to providing child care services.

SECTION 4: The contributor agrees as follows:

- a. To remit to TWC the pledged local share in accordance with Item E, Donation/Transfer Payment(s) and Certification of Expenditures Schedule.
- b. For public transfers of funds and private donations made to TWC, checks remitted by the contributor must be made payable to the "Texas Workforce Commission" and submitted to TWC.
- c. For private donations made to the Board, the contributor must remit the donation to the Board.
- d. To keep, and make available to TWC or the Board upon request, records adequate to show that the contributed funds put forth in this agreement are eligible for matching purposes. The records shall be retained and made accessible for the longer of: 1) the period specified by the Board's record retention policies for such records, 2) three years after the end date of this agreement, or 3) until the completion and resolution of all issues which arise from any litigation, claim, negotiation, audit, or other action that began during and was ongoing as of the end of the normal retention period.
- e. When certifying expenditures of public funds as the local match, to provide the Board and TWC with a statement that certifies the expenditures, and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.
- f. When certifying expenditures of public funds as the local match, to report to TWC no later than the fourteenth (14th) month of the grant certifications consistent with the contributions schedules and payment plans specified in the local agreement.
- g. To certify that the expenditures used as child care match are eligible for federal match, and were not used to match other federal funds.

- h. Donations from private entities:
 - (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - (ii) do not revert to the donor's facility or use;
 - (iii) are not used to match other federal funds;
 - (iv) shall be certified both by the donor and by TWC;
 - (v) shall be subject to the audit requirements in 45 CFR §98.65; and
 - (vi) shall provide the Board and TWC, upon request, data needed for federal reporting purposes.

SECTION 5: The Board agrees as follows:

- a. To use the funds donated or transferred by the contributor, and the resulting federal funds for child care services consistent with the intent of this agreement and in accordance with applicable local, state and federal laws and regulations.
- b. To ensure that certified public expenditures (if applicable) represent expenditures eligible for federal match; were not used to match other federal funds; were not federal funds unless authorized by federal law to be used to match other federal funds; and do not represent expenditures for public prekindergarten programs as referenced in 45 CFR §98.55(h).
- c. To ensure that donations from private entities:
 - (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - (ii) do not revert to the donor's facility or use;
 - (iii) are not used to match other federal funds;
 - (iv) shall be certified both by the donor and by TWC;
 - (v) shall be subject to the audit requirements in 45 CFR §98.65; and
 - (vi) shall provide TWC, upon request, data needed for federal reporting purposes.
- a. To inform the contributor of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.

SECTION 6: The Board and the contributor agree as follows:

- a. That performance under this agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.
- b. "Child Care Local Match Contribution Information" is incorporated by reference.
- c. To comply with federal regulations in 45 CFR §98.55 relating to matching fund requirements, and 45 CFR §98.56 relating to restrictions on the use of funds.
- d. To submit a certification of expenditures report, certifying that the child care-related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and have not already been used as match for any other federal matching program.
- e. Other agreed-upon local operating plans and procedures used to implement and carry out the terms and intent of this agreement must comply with Board policies and procedures.
- f. This agreement for the contributor to provide matching funds is contingent upon the availability and amount of unmatched federal CCDF appropriations. If such funds are otherwise unavailable or

reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.

- g. These terms and conditions may be amended by written agreement of all parties at any time prior to the current agreement end date, as indicated on page one of this agreement, contingent upon acceptance of the amended terms and conditions by all parties.
- h. If federal, state, or local laws, or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- i. This agreement may be terminated by any party, for any reason, upon written notification to the other parties of at least 30 days in advance of such termination. Such written notification will be sent to the contributor's address as specified in Section B of the Child Care Local Match Contribution Information in this agreement.

CHILD CARE LOCAL MATCH CONTRIBUTION INFORMATION

A. BOARD INFORMATION:

Board Name: Gulf Coast Workforce Board		
Board Address: 3555 Timmons Lane, Suite 120, Houston, TX 77027		
Board Staff – Contact Name: Sharron Benson Powell	Phone: 713-993-2445	Fax: 713 993-4578
E-mail Address: sharron.powell@wrksolutions.com		

B. CONTRIBUTOR INFORMATION:

Contributor Name: Harris County Department of Education		
Contributor Address: 6300 Irvington Houston, TX 77022-5618		
Type of Entity: Government		
Name of Fiscal Agent (if applicable):		
Vendor ID Number or Federal Employer ID Number of Contributor or Contributor's Fiscal Agent: 74-6001215		
Contributor Contact Name: Lisa Caruthers	Phone: 713-696-1336	Fax: N/A
E-mail Address: lcaruthers@hcde-texas.org		

C. ORIGINATING AGREEMENT INFORMATION:

Type of Contribution: <input type="checkbox"/> Donation (Private Entity) <input type="checkbox"/> Transfer (Public Entity) <input checked="" type="checkbox"/> Certification (Public Entity)	
Pledged Local Match Amount: \$ 1,700,000 Amounts secured in excess of the pledged local match amount, if any, are herein included in this agreement and approved for use in accordance with this agreement, including use for statewide match purposes, if agreed in this agreement.	
The contributor voluntarily agrees and allows that any local contributions secured in excess of the amount needed to draw down the federal match amount allocated to the workforce area may be used for statewide match purposes (Check if "Agree").	<input checked="" type="checkbox"/> Agree
Program Number: 2818CCMC24	
Did a Board Member assist in securing this local match agreement? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<ul style="list-style-type: none"> • If YES, Name of Board Member: • How did the Board Member assist? 	

D. USE OF FUNDS DESCRIPTION:

The planned use of funds, including planned amounts, is described below. Use of funds must be in compliance with the state’s CCDF Plan in effect for the contract period.

1. **Cash Contributions:** The description below addresses the Board’s planned use of local and federal funds resulting from donation and transfer of funds agreements.

Fund Use		Planned Local and Federal Funding (\$)
Direct Child Care	The funds will be used: 1. for direct child care services; 2. for eligible children and families meeting TWC’s and Board’s eligibility criteria; and 3. at child care providers eligible under TWC rules. Source of Local Funds: _____	\$
Child Care Quality Improvement	The funds will be used for quality improvement activities allowable under TWC rule §809.16. Source of Local Funds: _____	\$
Administration and Operations	The funds will be used for administration and operations in accordance with applicable federal regulations and Agency policies.	\$
TOTAL	Total planned local and federal funds resulting from donations and transfers.	\$

2. **Certification of Expenditures:** The descriptions below describe: (1) the allowable child care services or activities that resulted in local certified expenditures, the source of the local funds, and (2) the Board’s planned use of the matched federal funds resulting from the certification of expenditures.

Fund Use		Planned Local Funding (\$)
Direct Child Care	Expenditures certified by the contributor resulted from: 1. direct child care services provided by: _____ [child care provider or organization, or entity]; 2. delivered to children under 13 years of age; and 3. the amount of local match expenditures is proportional to the low-income population in the area served using the expenditures. Source of Local Funds: _____	\$
Child Care Quality Improvement	Expenditures certified by the contributor resulted from quality improvement activities allowable under TWC rule §809.16. Source of Local Funds: Local tax revenues and Houston Endowment.	\$ 1,700,000
Fund Use		Planned Federal Funding (\$)
Direct Child Care	The federal funds will be used: 1. for direct child care services provided as follows: eligible Harris County residents. 2. for eligible children and families meeting TWC’s and Board’s eligibility criteria; and 3. at child care providers eligible under TWC rules.	\$ 1,515,561
Child Care Quality Improvement	The funds will be used for quality improvement activities allowable under TWC rule §809.16.	\$ 1,753,386
Administration and Operations	The funds will be used for administration and operations in accordance with applicable federal regulations and Agency policies.	\$
TOTAL	Total planned local and federal funds resulting from certifications of expenditures.	\$ 4,968,947

E. DONATION/TRANSFER PAYMENT(S) AND CERTIFICATION OF EXPENDITURES SCHEDULE:

In compliance with Section 3(a) of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below.

1. Donation/Transfer Payment(s) (Local Funds):

	Donation/Transfer Date*	Actual Amount
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
10.		\$
11.		\$
12.		\$
TOTAL		\$

*Pursuant to TWC rule §800.73(a)(2), the donation(s)/transfer(s) must occur within the effective program year in which the funds are allocated.

2. Public Entity Certification of Expenditures (Local Funds):

	Certification Period*	Reporting Date**	Planned Amount of Expenditures
1.	From 10/01/17 to 12/31/17	01/31/18	\$ 200,000
2.	From 01/01/18 to 05/31/18	06/30/18	\$ 800,000
3.	From 06/01/18 to 09/30/18	10/31/18	\$ 700,000
4.	From to		\$
5.	From to		\$
6.	From to		\$
7.	From to		\$
8.	From to		\$
9.	From to		\$
10.	From to		\$
11.	From to		\$
12.	From to		\$
TOTAL			\$ 1,700,000

*Pursuant to TWC rule §800.73(a)(2), the certification(s) must occur within the effective program year in which the funds are allocated.

**Explanation is required below if reporting dates are outside the contract end date.

One month needed for compilation of data.

•One month needed after end of 6/1/18-9/30/18 certification period for compilation of data.

- *Private donor cash donations – submit one (1) original signed form to: TWC’s Board & Special Initiative Contracts department, 101 East 15th Street, Room 104T, Austin, Texas 78778-0001.*
- *Public Entity Transfers and Certifications – submit one copy of the signed form to the email address: ccm.agreements@twc.state.tx.us.*
- *Please call the Board’s assigned contract manager, if you have questions. An individual may receive and review information that TWC collects by sending an e-mail to open.records@twc.state.tx.us or writing to TWC Open Records Unit, 101 East 15th Street, Room 266, Austin, Texas 78778-0001.*

**CERTIFICATION OF EXPENDITURES
BY A PUBLIC ENTITY**

Name of Contributing Public Entity: **Harris County Department of Education**

The public entity named above certifies expenditures in the amount of \$ **1,700,000** to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 CFR §98.55.

By signing below, the public entity named above certifies that the funds specified above:

- 1) are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
- 2) are not used to match other federal funds;
- 3) represent expenditures eligible for federal match;
- 4) do not represent expenditures for public prekindergarten programs as referenced in 45 CFR §98.55(h).

Signature of authorized agent: _____

Printed name of authorized agent: **Jesus Amezcua**

Title of authorized agent: **Assistant Superintendent of Business Services**

Regular Board Meeting

7.A.

Meeting Date: December 13, 2017
Title: Renewal Option for Job No. 16/020KJ Governmental Relations Services
Submitted For: Bill Monroe, Purchasing **Submitted By:** Yaritza Roman
Recommended Action: Approve **HCDE Goal(s):** 1. Impact education/respond to evolving needs

Additional Resource Personnel: Jimmy Wynn, Dr. Jesus J. Amezcua, Bill Monroe, Kendra Jackson, Yaritza Roman **Facilities/Technology Approval Needed?:** None

Information

Posted Agenda Item:

Consider approval of contract renewal option for RFP no. 16/020KJ for Governmental Relations Services with HillCo Partners for the period of 01/01/2018 through 12/31/2018 and approving a Services Contract in an amount not to exceed \$10,000 per month.

Subject:

Renewal and Services Agreement Governmental Relation Services

Rationale:

Consider approval of Services Contract and renewal option for RFP no. 16/020KJ for Governmental Relations Services with HillCo Partners for the period of 01/01/2018 through 12/31/2018. The proposal was for the purpose of acquiring vendors that would provide Governmental Relations Services to Harris County Department of Education. A total of 195 vendors were invited; six (6) responded (Abundance Educational Consulting, LLC., HillCo Partners, LLC., Michael Best Strategies, PVH Consulting Group, LLC., Santos Alliances, and Schlueter Group). Proposals were evaluated and an award was recommended and approved at the February 23, 2016 Board Meeting for HillCo Partners, LLC.

Contract is in accordance with Public Education Code 44.031 Purchasing Contracts.

Fiscal Impact

Attachments

Execution of Offer Hillco Partners
Hillco Contract

Form Review

Inbox	Reviewed By	Date
Purchasing	Bill Monroe	11/27/2017 12:22 PM
Purchasing Alternate (Originator)	Kendra Jackson	11/28/2017 09:33 AM
Purchasing	Bill Monroe	11/28/2017 09:39 AM
Assistant Superintendent - Business	Jesus Amezcua	11/29/2017 09:58 AM
Form Started By: Yaritza Roman		Started On: 11/17/2017 12:24 PM
Final Approval Date: 11/29/2017		

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	HillCo Partners		
AUTHORIZED SIGNATURE:	Bill Miller		
PRINT NAME:	Bill Miller		
TITLE:	Partner		
DATE:	11.14.2017		
ADDRESS:	823 Congress Avenue, Ste., 900		
CITY, STATE, ZIP CODE:	Austin, Texas 78701		
PHONE:	512.480-8962	FAX:	512.480.8964
EMAIL ADDRESS:	bmiller@hillcopartners.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

GOVERNMENTAL RELATIONS SERVICES CONTRACT

This Governmental Relations Services Contract (“Contract”) is made and entered into by and between Harris County Department of Education (“HCDE”), located at 6300 Irvington Boulevard, Houston, Texas 77022, and HillCo Partners (“Consultant”), located at 823 Congress Avenue, Suite 900, Austin, Texas 78701, for Consultant to provide professional services to HCDE in accordance with the terms and conditions specified herein.

RECITALS

WHEREAS, HCDE is a political subdivision, local governmental entity, and county school district established to promote education in Harris County, Texas;

WHEREAS, Consultant was awarded a contract pursuant to HCDE’s Request for Proposals #16/020KJ for Governmental Relations Services by HCDE’s Board of Trustees in a duly called and posted meeting held on February 23, 2016;

WHEREAS, this Contract will further the public purposes necessary in the conduct of HCDE; and

WHEREAS, HCDE and Consultant desire to set forth in writing the terms and conditions of their agreement.

THEREFORE, in consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Article 1 Purpose

HCDE agrees to retain Consultant and Consultant agrees to provide professional consulting services to HCDE and to perform the duties and all the necessary labor and resources needed to provide the services set forth in Article 3 Scope of Work. Consultant shall also perform such other related services and duties as are customarily performed by a consultant in a similar position.

Article 2 Term

This Contract is for services beginning January 1, 2018 and ending December 31, 2018 (“Term”). The parties may extend the Term of this Contract by mutual written agreement, in accordance with the terms and conditions of HCDE’s RFP #16/020KJ for Governmental Relations Services. All Contract extensions shall be subject to the terms and conditions contained herein.

Article 3 Scope of Work

Exhibit A includes a detailed scope of work that sets out the services Consultant agrees to provide.

Article 4 Independent Contractor Status

It is the intention of the parties that Consultant be an independent contractor and not an employee, agent, joint venture, or partner of HCDE. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture, or partner between HCDE and either Consultant or any employee or agent of Consultant.

Consultant has no power or authority to assume or create any obligation or responsibility on behalf of HCDE. This Contract shall not be or deemed an endorsement of Consultant by HCDE. Consultant agrees that HCDE has no responsibility for any conduct of any of Consultant's employees, agents, representatives, contractors, or subcontractors.

Article 5 Review of Progress

Consultant will work to meet all timelines mutually established by Consultant and HCDE. HCDE reserves the right to monitor the progress of Consultant.

Article 6 Changes & Amendments

This Contract may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated in this Contract. All such changes shall be made in writing and agreed to by both parties.

Article 7 Assignment

Neither this Contract nor any duties or obligations under it shall be assignable by Consultant without the prior written acknowledgment and authorization of HCDE. Any attempted assignment of this Contract by Consultant shall be null and void.

Article 8 Compensation

During the Term, HCDE will pay Consultant \$10,000.00 per month. HCDE shall not pay for any expenses incurred by Consultant. HCDE agrees to make payment upon receipt of invoices, as detailed in Article 18, below, and IRS Form W-9. HCDE will be invoiced monthly for the applicable monthly amount.

Tex. Gov't Code § 2251.021 shall govern when payments are due to Consultant. Payments are due to Consultant by HCDE within forty-five (45) days after the later of the following: (1) the date HCDE receives the services under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date HCDE receives an invoice for the products or service. The exceptions to payments made by HCDE listed in Tex. Gov't Code § 2251.002 shall apply to this Contract.

Article 9 Conflict of Interest and Notice of Material Change

During the Term of Consultant's service to HCDE, Consultant shall not, directly or indirectly, whether for Consultant's own account or for or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

Consultant shall notify HCDE within 24 hours of any potential or actual conflict of interest between the interest(s) of HCDE and any other client of Consultant's and agrees to not represent HCDE on the issue in question until the conflict is resolved to the satisfaction of HCDE or this Contract is terminated.

Consultant is required to notify HCDE when any material change in operations occurs, including bankruptcy, material changes in financial condition, change of ownership, revocation of lobbyist registration, and the like, within two (2) business days of such change.

Article 10 Indemnity

CONSULTANT SHALL PROTECT, HOLD HARMLESS, AND INDEMNIFY HCDE FROM ANY AND ALL CLAIMS, ASSESSMENTS, AND SUITS OF LAW OR IN EQUITY,

EXPENSES, ATTORNEYS' FEES, AND DAMAGES ARISING FROM CONSULTANT'S ACTS OR OMISSIONS IN CONNECTION WITH THE SERVICES DESCRIBED IN THIS CONTRACT.

Article 11 Non-Exclusivity

Nothing in this Contract may be construed to imply that Consultant has the exclusive right to provide HCDE professional services. During the Term of this Contract, HCDE reserves the right to use all available resources to procure other professional services as needed and doing so will not violate any rights of Consultant.

Article 12 Performance and Compliance with Laws

Consultant agrees that Consultant is not an employee of HCDE and is solely responsible for all social security, unemployment compensation and taxes, both state and federal. Consultant further agrees that Consultant's services will be performed with reasonable care, skill, judgment, and experience and in a professional business-like manner, with no direct supervision from HCDE. If Consultant is unable to complete the work in this manner based on the mutually agreed upon time, Consultant shall notify the County Superintendent, Harris County in writing.

Consultant shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, without limitation, all applicable lobbyist regulations. For the entire duration of this Contract, Consultant shall maintain all required licenses, registrations, certifications, permits, and any other documentation necessary to perform this Contract, including, without limitation, registration as a lobbyist with the Texas Ethics Commission.

Article 13 Notice

Any notice provided under the Terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice shall be sufficient if made or addressed to the address listed in the signature lines below.

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

Article 14 Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.

Article 15 Entire Agreement

This Contract is the sole agreement by which the above parties will abide relative to the purpose(s) of this Contract. The Contract, Exhibit A, Scope of Work, and HCDE's RFP #16/020KJ for Governmental Relations Services represent the entire and exclusive agreement between the parties thereto and replace in their entirety any previous agreements, written or oral. In the event of a conflict between this Contract and RFP #16/020KJ, this Contract shall control.

Article 16 Severability

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Article 17 Debarment and Suspension

Pursuant to 7 C.F.R. 3017, during any period in which a person is suspended, debarred, proposed for debarment, ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency, that person shall be excluded from any and all work hereunder that is considered a covered transaction including, but not limited to, participation in any HCDE program or purchase of any goods or services from HCDE. Generally, work that is expected to equal or exceed the Federal procurement small purchase threshold as defined in 7 C.F.R. 3017.110 (currently \$100,000) is considered a covered transaction. With respect to work hereunder that is considered a covered transaction, Consultant agrees to comply with any and all requirements of 7 C.F.R. 3017 including, but not limited to, obtaining and/or providing the certification attached hereto as Exhibit B and providing immediate written notice upon discovery of any errors in a certification previously obtained and/or provided, as necessary for such compliance. Consultant acknowledges that, with respect to debarment and suspension, Federal law may impose additional, more specific, and/or more restrictive requirements for certain work hereunder that is considered a covered transaction; Consultant agrees to comply with any and all such requirements.

Article 18 Invoices

Consultant is required to submit original invoices to the HCDE Business Office ATTN: Accounts Payable. The invoices can be mailed through the postal service to HCDE Business Office ATTN: Accounts Payable, 6300 Irvington Boulevard, Houston, Texas 77022 or emailed to accountspayable@hcde-texas.org.

The invoice(s) should include the following:

1. Date of invoice
2. Period of service (i.e. month of)
3. Invoice Number
4. Contact Information
5. Certification of service provided through a signature by company representative

Failure to send the invoices as directed above will delay payment. Invoices submitted by Consultant for work performed prior to the effective date of the Contract will not be honored.

Article 19 Confidentiality

Consultant agrees to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations.

HCDE agrees to provide Consultant with confidential information regarding HCDE and access to certain confidential and proprietary information and materials belonging to HCDE and/or to vendors of HCDE and/or participants in HCDE's programs or services (hereinafter "vendors and/or participants"). Such confidential and proprietary information and materials (collectively "Confidential Information") includes, without limitation and regardless of whether such information or materials is expressly identified as confidential or proprietary, the following: technical information, proposals, employee information, customer lists, vendor lists and relationships, participant lists, marketing strategies, certain financial information relating to HCDE or vendors and/or participants; plans of HCDE or vendors and/or participants; and other trade secrets and valuable, confidential information of HCDE or vendors and/or participants.

Consultant understands and agrees that all Confidential Information and every portion thereof constitutes valuable property of HCDE and/or vendors and/or participants, and Consultant further acknowledges the importance of maintaining the security and confidentiality of the Confidential Information.

Consultant agrees to keep the Confidential Information, and all documentation, access, and information relating thereto, strictly confidential. Specifically, Consultant agrees that, except as required for the performance of the services in this Contract or as expressly authorized in writing by HCDE, or as may be required by law or court order, Consultant:

- (1) will not disclose or provide access to Confidential Information to any third party;
- (2) will not copy Confidential Information for any reason; and
- (3) return to HCDE or destroy all Confidential Information upon the expiration or termination of this Contract.

Consultant also acknowledges that HCDE is subject to the Texas Public Information Act, and Consultant waives any claim against and releases from liability HCDE, their respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise written, produced, created, assembled, maintained, or held by Consultant, HCDE, and determined by HCDE, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

Article 20 Termination

Either party for any reason upon thirty (30) days prior written notice may terminate this Contract, with or without cause. HCDE will be responsible for payment for services performed by Consultant that have been accepted by HCDE up to the termination date.

HillCo Partners

By: William J. Miller
(Signature)

Date: 11-30-17

Name: BILL MILLER
Title: PARTNER
823 Congress Avenue, Suite 900
Austin, Texas 78701
512-480-8962

Harris County Department of Education

By: _____
(Signature)

Date: _____

James Colbert, Jr.
HCDE County School Superintendent
6300 Irvington Blvd
Houston, TX 77022
713-694-6300

EXHIBIT A: SCOPE OF WORK

Consultant shall timely provide the following services:

- a) Serve as an HCDE liaison with state government, agencies, and entities impacting HCDE's work and divisions, including, but not limited to:
 - Texas Education Agency,
 - Texas Higher Education Coordinating Board,
 - Texas Workforce Commission,
 - Texas Department of Health and Human Services,
 - Texas House of Representatives,
 - Texas Senate,
 - Governor of Texas,
 - Lieutenant Governor of Texas,
 - Speaker of the Texas House of Representatives,
 - Others as necessary
- b) Advise and assist HCDE and HCDE divisions regarding interfacing with state government, agencies, and entities, legislative matters, and promotion and protection of the interests of HCDE, with particular emphasis on Adult Education, After-School Services, Virtual Schools and other HCDE divisions as assigned by HCDE.
- c) Advise and assist HCDE regarding any study or review of HCDE undertaken by the Texas House of Representatives, Texas Senate, or any committee thereof.
- d) Serve as an information resource for state government stakeholders about the work of HCDE.
- e) Provide professional advice regarding matters as stated in HCDE's Request for Proposals #16/020KJ for Governmental Relations Services and as requested by the Superintendent and/or the HCDE Board.
- f) Report regularly (at least monthly) to HCDE's Superintendent, including on any developments or changes in state legislative policy or administrative action at the state government level which require HCDE's awareness or action.
- g) Attend Legislative meetings and other meetings of public policy bodies as request by HCDE. Within applicable legal parameters, guidelines, and priorities, Consultant may communicate directly with any appropriate public official for the purpose of acquiring and disseminating necessary available information regarding HCDE and HCDE's work.
- h) Schedule, coordinate, and attend meetings between HCDE representative(s) and state government, agencies, and entities as requested by HCDE's Superintendent and/or the HCDE Board.
- i) Monitor the Texas Legislature during regular session, special sessions, and interim sessions and report all bills or other legislative activity that would affect, or potentially affect, HCDE to HCDE's Superintendent and on request, the HCDE Board of Trustees.

Regular Board Meeting

7.B.

Meeting Date:	December 13, 2017		
Title:	Fiscal Year 2018 - 2019 Budget Calendar		
Submitted For:	Jaime Martinez, Business Office	Submitted By:	Jaime Martinez
Recommended Action:	Approve	HCDE Goal(s):	1. Impact education/respond to evolving needs 2. Deliver value responsibly 3. Advocate for learners through innovation 4. Provide cost savings by leveraging tax dollars 5. Recruit high-quality professionals
Additional Resource Personnel:	Rosa Maria Torres	Facilities/Technology Approval Needed?:	None

Information

Posted Agenda Item:

Consider approval of the proposed Annual Budget Calendar for FY 2019.

Subject:

Business Services - Budget Calendar for the FY 2018-2019

Rationale:

Budget preparation guidelines are prepared by the Assistant Superintendent-Business with input from the Superintendent and other Department Administrators. The budget preparation guidelines, which are distributed to Division/Budget Directors in the Budget Planning Workbook, includes a budget calendar of critical dates for budget development, submission and review.

Budget Calendar

The budget calendar is the responsibility of the Assistant Superintendent for Business Services and presented to the Board of Trustees at the December Board meeting. Updates may be made with permission for the Superintendent and are communicated to the HCDE Budget Committee and Division/Budget Directors. The calendar identifies all the activities which must be included in the proposed budget process and is arranged in chronological order. It contains a column showing the individual or group responsible for each activity listed. The column is helpful to users since a quick scan of the calendar allows each of them to identify those activities in the budget development process for which he/she is responsible.

Fiscal Impact

Attachments

FY18-19 Budget Calendar

Form Review

Inbox

Assistant Superintendent - Business

Reviewed By

Jesus Amezcua

Date

11/17/2017 11:54 AM

HARRIS COUNTY DEPARTMENT OF EDUCATION FY 2018-19 Budget Planning Calendar

	Date	Activity	Location	Participants
Budget Planning		Budget Planning with Budget Analyst & Accounting Staff		
	Friday, December 08, 2017	Strategic Planning Process Begins	N/A	Divisions
	Wednesday, December 13, 2017	Cost of Service level to ISD Cost of Services Report due Board Budget Committee	Board Room	Board
	Wednesday, December 13, 2017	<u>Board Meeting, 1 PM</u> Approve calendar for FY 2018-19 Proposed Budget		
	Monday, January 22, 2018	Budget Information & Instructions Available on the HCDE portal	N/A	Business Services
	Wednesday, January 24, 2018	Accountability Steering Committee	100 A	Divisions
Needs Assessment and Budget Development	Tuesday, February 06, 2018	Budget Preparation Training	9 AM Room 500	Business Services-Budget Mgrs
		Needs Assessment to be conducted	N/A	Divisions
	Friday, February 16, 2018	Budget Entry Training	9 AM Lab 500	Business Services-Budget Entry
	Tuesday, February 20, 2018	Budget Entry Training	9 AM Lab 500	Business Services-Budget Entry
	Friday, February 23, 2018	Budget request due: Proposed Budgets to Business Analyst	N/A	Budget Mgrs
	March 12-16, 2018	Spring Break		Department Closed
	Friday, March 23, 2018	DUE: Risk Assessment	Bus. Office	Budget Mgrs
Budget Analysis and Superintendent Review	April, 2018	HCDE Goals & Strategic Plan Integration	N/A	Board, Superintendent
	Wednesday, April 04, 2018	Final FY17-18 Accountability Objectives to be sent to Research & Evaluation / Budget Manager Overview Form		
	Friday, March 30, 2018	Budget Committee Planning Workbook to Budget Committee		Business Analyst
	Tuesday, April 03, 2018	2 Hr. Budget Committee Planning Meeting	400A	HCDE Budget Committee
	Wednesday, April 04, 2018	SWOT Analysis for Divisions	N/A	Budget Managers
	April 4 - 20, 2018	Division Budget Presentations	400A	HCDE Budget Committee
	Friday, April 27, 2018	Supt. Budget Review Session: Draft 1 Proposed Budget	N/A	Superintendent, Bus.Svcs Assistant Superintendents
Board Workshops (Tentative)	Tuesday, June 05, 2018	Board Budget Book to Board members	N/A	Business Services
	Tuesday, June 12, 2018	Budget Work Session #1	400A	Board Budget Committee
	Wednesday, June 20, 2018	Supt. Budget Review Session: Draft 2 Proposed Budget		Superintendent, Bus. Services
	Friday, June 29, 2018	Post <u>Budget Notice</u> in the <u>Houston Chronicle</u> and Post Proposed Budget on the web	N/A	Business Services
	Tuesday, July 17, 2018	Budget Work Session #2	400A	Board Budget Committee Superintendent, Bus. Services
Budget Approval (Tentative)	Tuesday, July 17, 2018	Final Accountability Objectives presented to Board	N/A	
	Wednesday, July 18, 2018	(1) Board Budget Committee Present Finalized Budget and Make Recommendation (2) Public Hearing on the Budget, 12:00 pm (3) <u>Board Meeting, 1:00 pm</u> (4) Budget Adoption	Board Room	Board Budget Committee, Superintendent, Bus. Services Board Board Board
	Friday, August 31, 2018	Risk Assessment Review is due	N/A	Divisions
	Saturday, September 01, 2018	FY19 Budget is effective		

Board Budget Committee: Sumners (Chair), Colbert

HCDE Budget Committee: Colbert, McLeod, Parker, Lookabaugh, Spencer, Truitt, Vu, Wynn, Amezcua, Torres and Martinez

Regular Board Meeting

7.C.

Meeting Date: December 13, 2017
Title: FTE clerical support position for the HCDE Board of Trustees.
Submitted By: Karla Cantu
Additional Resource Personnel:

Information

Posted Agenda Item:

Consider approval of 1.0 full-time equivalent (FTE) clerical support position for the HCDE Board of Trustees.

Subject:

Full-time equivalent (FTE) clerical position to support the HCDE Board of Trustees

Rationale:

The Administration requests an additional general fund full-time equivalent (FTE) position to provide clerical support to the HCDE Board of Trustees. This position will coordinate the preparation and development of board agendas, prepare and post all meeting and agenda items and provide general clerical support to the members of the Board.

S-6 Executive Assistant to the Board (pay range minimum: \$42,240, midpoint: \$52,800, maximum: \$65,360).

Attachments

FTE Board Secretary

Form Review

Form Started By: Karla Cantu
Final Approval Date: 11/30/2017

Started On: 11/30/2017 08:45 AM



Position Request Form

To request a new position, the following documents must be submitted to the Human Resources division along with the Position Request Form:

- Job description detailing job duties and responsibilities, the requested level of education, and the requested level of experience for the position
- Organizational chart for the division requesting the new position

Division Information	
Requesting Division: Administration	Budget Manager Number: 010
Division Director: James Colbert, Jr.	Date of Request: November 29, 2017

New Position Information	
Position Title: Executive Assistant to Board of Trustees	Pay Grade: S-6
Work Days: 240	Desired Start Date: TBD

Type of Position: <input checked="" type="checkbox"/> Full-time benefits eligible <input type="checkbox"/> Part-time benefits eligible <input type="checkbox"/> Part-time non-benefits eligible <input type="checkbox"/> Substitute <input type="checkbox"/> Temporary	Number of FTEs: <u>1</u>
--	--------------------------

Position justification: Position needed to provide clerical support to the HCDE Board of Trustees.

How are the duties being accomplished now?: The duties are currently assigned to the Senior Executive Assistant of the Superintendent.

Proposed budget amount (salary and benefits):

Budget/Account code: \$44, 174 (Salary \$35,860 and Benefits \$8,314) Jan. 2018 - Aug. 2018 1998-41-010-99-010

Funding source(s): General Fund Special Revenue Internal Service Fund Enterprise Fund

If this position is not approved, the following would be impacted: (check all that apply)

<input checked="" type="checkbox"/> Service to external clients	<input checked="" type="checkbox"/> Service to internal clients	<input type="checkbox"/> Accountability
<input type="checkbox"/> Research efforts	<input type="checkbox"/> Revenue generation	<input type="checkbox"/> Other: _____

This position supports the following HCDE Board goals:

<input checked="" type="checkbox"/> 1. Impact education/respond to evolving needs	<input type="checkbox"/> 4. Provide cost savings by leveraging tax dollars
<input checked="" type="checkbox"/> 2. Deliver value responsibly	<input type="checkbox"/> 5. Recruit high-quality professionals
<input type="checkbox"/> 3. Advocate for learners through innovation	

Division Approval	
Division Director:	Date:
Executive Leadership Team Member:	Date:

Division approval only authorizes that the Position Request Form is submitted to the Superintendent for consideration.

New or additional FTE's require Board approval.

Forms submitted without the division authorizing signature will NOT be accepted by the Human Resources division.

Administrative Approval	
The above request is:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied
Superintendent Signature:	Date:
Assistant Superintendent Business Signature:	Date: 11/30/2017

Human Resources Use Only	
Date Position Approved by Board:	
Position Control Number Assigned:	

Submit to: Human Resources

Job Title:	Executive Assistant to the Board	Wage/Hour Status:	Non-exempt
Reports To:	Superintendent and Board of Trustees	Pay Grade:	S-6
Division/Campus:	Administration	Date Revised:	November 29, 2017

Primary Purpose:

Provide secretarial support that will ensure the efficient operation of the Board of Trustees.

Qualifications:

Education/Certification:

- High school diploma or GED certificate, some college preferred

Special Knowledge/Skills:

- Knowledge of school district organizations, operations, and administrative policies
- Extensive knowledge of Microsoft Office software applications
- Experience using board meeting agenda software preferred
- Ability to make independent decisions regarding planning, organizing, and scheduling
- Ability to multi-task numerous complex administrative activities
- Ability to provide exceptional customer service
- Skill in operating multi-line phone system and routing calls

Experience:

- Four years or more administrative experience with extensive contact with people

Major Responsibilities and Duties:

1. Prepare and post all meeting and agenda items of the Board of Trustees in compliance with legal requirements and department policies.
2. Coordinate the preparation and development of board agenda in collaboration with the Superintendent and President of the Board of Trustees.
3. Assemble and disseminate agenda manuals containing agenda items and supporting documents to Board members, Superintendent, and Executive Leadership Team members.
4. Compose and prepare Board of Trustees meeting minutes for approval by Board members.
5. Coordinate the scheduling of special meetings and committee meetings of the Board.
6. Assist Superintendent and Board members in board elections process and records.
7. Function as liaison with consultants for Board training.
8. Assist Board members in board certification, training, and record maintenance.
9. Coordinate all travel arrangements and registrations for meetings/conferences and request reimbursement for Board members.
10. Establish and maintain Board of Trustees budget.
11. Prepare correspondence and materials for Board members.
12. Answer incoming calls and handle questions from the public, outside agencies, Board of Trustees and staff.
13. Review and distribute mail addressed to the Board of Trustees.
14. Design and develop presentations for Board members.
15. Coordinate refreshments for Board meetings and other Board functions.
16. Keep informed of and comply with state regulations and department policies concerning primary job functions.
17. Maintain confidentiality of information.
18. Perform other duties as assigned.

Supervisory Responsibilities:

None

Equipment Used:

Desktop computer, facsimile machine, scanner and copy machine

Working Conditions:

- Prolonged sitting and use of computer with repetitive hand/finger motions
- Lifting documents and/or supplies weighing up to 20 pounds
- May work prolonged or irregular hours
- Continuous interface with personnel and the public
- Occasional periods of intense and varied demands

Terms of Employment:

Salary and work year to be established by the HCDE Board of Trustees

Evaluation:

Performance of this job will be evaluated annually by the Superintendent and Board of Trustees .

.....
The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities, working conditions, qualifications and skills that may be required.

Reviewed and agreed to by: _____ Date: _____
(Employee Signature)

Employee Printed Name: _____

Date of last review: November 29, 2017

Regular Board Meeting

7.D.

Meeting Date: December 13, 2017

Title:

Submitted By: Karla Cantu

Additional Resource

Personnel:

Information

Posted Agenda Item:

Consider changing the regular Board meeting dates including possible revision to Policy BE (Local).

Subject:

Rationale:

Attachments

BE (Local) Policy

HCDE Calendar

Form Review

Form Started By: Karla Cantu
Final Approval Date: 11/30/2017

Started On: 11/30/2017 02:23 PM

BOARD MEETINGS

BE
(LOCAL)

Meeting Place and Time

Notwithstanding BE(LEGAL), the Board will conduct regular meetings at 1:00 p.m. on Tuesday of the third week of each month, as of April, 2009. No meeting is normally scheduled in March. The meetings are at the HCDE main building at 6300 Irvington Boulevard. Houston is the county seat, and the office of the Superintendent is in Houston at 6300 Irvington. Annually the Board approves the actual regular meeting dates, as exceptions to this may occur.

The Superintendent posts a notice of the date, hour, place, and subject of each meeting of the Board at least 72 hours (at least two hours before emergency meetings) prior to a meeting in a place convenient for public inspection at the main HCDE building and County Courthouse.

Agenda Preparation

The agenda is collaboratively created by the Board President and the Superintendent.

The Superintendent may place items on the agenda that originate from the administrative staff. The Board President may place an item on the agenda if requested in writing or by e-mail by a Board member if he concurs and will place an item on the agenda if requested by at least three members.

Agenda Deadline for Board Members

The deadline for Board members to submit items for inclusion on the agenda is midnight of the 12th calendar day before regular meetings and 96 hours before a called special meeting.

Consent Agenda

The consent agenda would include items of a routine and/or recurring nature grouped together under one action item. Examples are:

- Minutes
- Check Register
- Revenues
- Interlocals
- Grants (receipts & submission)
- Routine budget amendments

All consent items will be acted upon by one vote without separate discussion, **unless** a Board member requests that an item be withdrawn for individual consideration. Discussion on any item(s) is still allowed before any consent agenda vote.

Each board member will be addressed and asked if they wish to pull any item from the consent item for individual action.

The remaining items under the consent agenda will be adopted under a single motion and vote.

BOARD MEETINGS

BE
(LOCAL)

Items pulled from the consent agenda and other listed non-consent agenda items would then be discussed and voted upon individually in the order in which they occur on the agenda.

For each item listed as a part of a consent agenda, the Board will be furnished with background material as appropriate.

**Meeting by
Videoconference
Call**

The Board recognizes the legal availability of meeting by videoconference call. The Board also recognizes that disadvantages exist to meeting by videoconference call, including limiting the personal aspects of participating in the meeting and the expense of meeting via videoconference call, among others. Therefore, the Board prohibits board members from participating in an open or closed meeting by videoconference call.

Original Adoption: 12/11/03
Revision(s): 9/19/06
12/12/06
5/20/08
6/16/09
9/21/09
4/14/11
7/17/12
4/15/14
11/18/14
6/23/15

Work/Holiday Calendar

HOLIDAYS

Labor Day – September 4, 2017
 Thanksgiving – November 23 – 24, 2017
 Christmas Break – December 22, 2017 – January 3, 2018
 Martin Luther King, Jr. Day – January 15, 2018
 Spring Break – March 12 – 16, 2018
 Good Friday – March 30, 2018
 Memorial Day – May 28, 2018
 Independence Day – July 4, 2018

MAKE-UP DAYS

March 30, 2018
 May 28, 2018

Make-up days for staff may vary depending on the division and school districts served

EARLY RELEASE DAY

August 24, 2017

BOARD MEETINGS

August 16, 2017 April 18, 2018
 September 20, 2017 May 16, 2018
 October 18, 2017 June 20, 2018
 November 29, 2017 July 18, 2018
 December 13, 2017
 January 24, 2018
 February 28, 2018

AUGUST

S	M	T	W	T	F	S
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6	7	8	9	10	11	12
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27	28	29	30	31		

SEPTEMBER

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OCTOBER

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29	30	31				

NOVEMBER

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DECEMBER

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31						

JANUARY

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28	29	30	31			

FEBRUARY

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MARCH

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APRIL

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29	30					

MAY

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27	28	29	30	31		

JUNE

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17	18	19	20	21	22	23
24	25	26	27	28	29	30

JULY

S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Regular Board Meeting

7.E.

Meeting Date: December 13, 2017

Title:

Submitted For: Venetia Peacock, Head Start

Submitted By: Venetia Peacock

Recommended Action: Accept

HCDE Goal(s): 2. Deliver value responsibly
4. Provide cost savings by leveraging tax dollars

Additional Resource Personnel: Jonathan Parker, Venetia Peacock, Dr. Jesus Amezcua, Bill Monroe

Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

Consider acceptance of the Notice of Award - Amendment 4 for Head Start carryover request from the Department of Health and Human Services (HHS) Administration for Children and Families (ACF) in the amount of \$120,986 for the 2017 program year.

Subject:

Consider acceptance of the Notice of Award - Amendment 4 for Head Start carryover request in the amount of \$120,986.00 for the 2017 program year.

Rationale:

This grant action approves the carry forward of funds from FY 2016 to FY 2017 for the Head Start program for the purpose of renovations to the Tidwell Head Start kitchen.

Fiscal Impact

Attachments

Notice of Award - Amendment 4

Form Review

Inbox

Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Venetia Peacock
Final Approval Date: 11/29/2017

Reviewed By

Kendra Jackson
Bill Monroe
Jesus Amezcua

Date

11/28/2017 10:30 AM
11/28/2017 01:40 PM
11/29/2017 09:58 AM
Started On: 11/20/2017 05:36 PM

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDING OFFICE: Office of Head Start		2. ASSISTANCE TYPE: Discretionary Grant		3. AWARD NO.: 06CH7177-03-04		4. AMEND. NO.: 4		
5. TYPE OF AWARD: Service			6. TYPE OF ACTION: Carryover Request			7. AWARD AUTHORITY: 42 USC 9801 ET SEQ.		
8. BUDGET PERIOD: 01/01/2017 THRU 12/31/2017			9. PROJECT PERIOD: 01/01/2015 THRU 12/31/2019			10. CAT NO.: 93.600		
11. RECIPIENT ORGANIZATION: HARRIS COUNTY DEPARTMENT OF EDUCATION 6300 Irvington Blvd Houston, TX 77022-5618 Grantee Authorizing Official: Angela Chesnut , Board of Trustees President						12. PROJECT / PROGRAM TITLE: Head Start Carry-Over Balance		
13. COUNTY: Harris		14. CONGR. DIST.: 29		15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR: Venetia Peacock Senior Director of Head Start				

16. APPROVED BUDGET:		17. AWARD COMPUTATION:		
Personnel.....	\$ 6,606,739.00	A. NON-FEDERAL SHARE.....	\$ 3,092,286.00	20%
Fringe Benefits.....	\$ 2,074,909.00	B. FEDERAL SHARE.....	\$ 12,369,148.00	80%
Travel.....	\$ 16,392.00	18. FEDERAL SHARE COMPUTATION:		
Equipment.....	\$ 24,428.00	A. TOTAL FEDERAL SHARE.....	\$ 12,369,148.00	
Supplies.....	\$ 196,469.00	B. UNOBLIGATED BALANCE FEDERAL SHARE.....	\$ 120,986.00	
Contractual.....	\$ 243,231.00	C. FED. SHARE AWARDED THIS BUDGET PERIOD...\$	12,248,162.00	
Facilities/Construction.....	\$ 788,023.00	19. AMOUNT AWARDED THIS ACTION:		
Other.....	\$ 1,341,029.00			\$ 0.00
Direct Costs.....	\$ 11,291,220.00	20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:		
Indirect Costs.....	\$ 1,077,928.00			\$ 36,291,183.00
At % of \$		21. AUTHORIZED TREATMENT OF PROGRAM INCOME:		
In Kind Contributions.....	\$ 0.00	Deductive		
Total Approved Budget.....	\$ 12,369,148.00	22. APPLICANT EIN:	23. PAYEE EIN:	24. OBJECT CLASS:
		746001215	1746001215A1	41.51

25. FINANCIAL INFORMATION:					DUNS 188326151	
ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED %
	06CH717702	75-16-1536	6-G064122	(\$120,986.00)		
	06CH717703	75-16-1536	6-G064122	\$120,986.00		

26. REMARKS: (Continued on separate sheets)

27. SIGNATURE - ACF GRANTS OFFICER Janice Pruitt		DATE: 11/15/2017	28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY Mr. Omar Barrett		DATE: 11/15/2017
29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S) Mrs. Kimberly K Chalk - Regional Program Manager			DATE: 11/15/2017		

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDING OFFICE: Office of Head Start		2. ASSISTANCE TYPE: Discretionary Grant		3. AWARD NO.: 06CH7177-03-04		4. AMEND. NO.: 4		
5. TYPE OF AWARD: Service			6. TYPE OF ACTION: Carryover Request			7. AWARD AUTHORITY: 42 USC 9801 ET SEQ.		
8. BUDGET PERIOD: 01/01/2017 THRU 12/31/2017			9. PROJECT PERIOD: 01/01/2015 THRU 12/31/2019			10. CAT NO.: 93.600		
11. RECIPIENT ORGANIZATION: HARRIS COUNTY DEPARTMENT OF EDUCATION								

STANDARD TERMS

1. Paid by DHHS Payment Management System (PMS), see attached for payment information. This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award.

This includes requirements in Parts I and II (available at <http://www.hhs.gov/grants/grants/policies-regulations/index.html>) of the HHS GPS. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 75, directly apply to this award apart from any coverage in the HHS GPS. This award is subject to requirements or limitations in any applicable Appropriations Act. This award is subject to the requirements of Section 106 (g) of the trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>.

This award is subject to the Federal Financial Accountability and Transparency Act (FFATA or Transparency) of 2006 subaward and executive compensation reporting requirements. For the full text of the award term, go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>. This award is subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS). For full text go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>.

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

The Administration for Children and Families
U.S. Department of Health and Human Services
Office of Grants Management
ATTN: Grants Management Specialist
330 C Street, SW., Switzer Building Corridor
3200 Washington, DC 20201 AND
U.S. Department of Health and Human Services
Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527 Washington, DC 20201
Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov
Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371
Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

This award is subject to the requirements as set forth in 45 CFR Part 87. This award is subject to HHS regulations codified at 45 CFR Chapter XIII, Parts 1301, 1302, 1303, 1304 and 1305. Attached are terms and conditions, reporting requirements, and payment instructions. Initial expenditure of funds by the grantee constitutes acceptance of this award.

AWARD ATTACHMENTS

HARRIS COUNTY DEPARTMENT OF
EDUCATION

06CH7177-03-04

1. Property Terms and Conditions
2. Remarks

Terms and Conditions for Awards Involving Property

1. Under grant program regulations at 45 C.F.R. § 75.323, a property trust relationship exists for the benefit of the awarding program in all property the non-Federal entity acquires or improves with ACF funds, including real property, equipment and supplies. The non-Federal entity holds the property in trust for the beneficiaries of the project or program under which the property was acquired or improved. ACF may require the non-Federal entity to record liens or other appropriate notices such as Notices of Federal Interest to indicate that real property has been acquired or improved with Federal award funds and that use and disposition conditions apply to the property. The Federal interest in the property cannot be defeated by a grantee's failure to file an appropriate notice. A grantee may not encumber or permit a third party to encumber any property where federal funds were used for purchase, construction or renovation without ACF's written consent. Financing and refinancing a property with or without subordination of the Federal interest are encumbrance actions and subject to formal ACF approval.
2. The Federal interest in real property purchased, constructed or renovated with Federal funds does not expire but remains in place until formal disposition. When real property is no longer needed either because the non-Federal entity is leaving the program or for another reason, the non-Federal entity must obtain disposition instructions from the HHS awarding agency in accordance with 45 C.F.R. §75.318 (c) (1)-(3). While the awardee may indicate a disposition preference in the request for disposition instructions, ACF has the discretion to direct a different disposition option. The non-Federal entity must request disposition instructions within 60 days of project expiration or notice of termination. If the non-Federal entity fails to request disposition instructions, ACF will direct disposition. A grantee's failure to comply with ACF's disposition instructions will constitute a material violation of the terms and conditions of this grant award. Grantees are responsible for maintaining accurate and up-to-date records of any non-Federal contributions, including payments of principal and interest on loans, made towards the purchase, construction, or renovation of real property, and itemized records of the funding source of such contributions. Grantees must produce those records when requesting disposition. In accordance with 45 C.F.R. §75.320 (e), the grantee must request disposition instructions from ACF for equipment purchased with Federal funds and which is no longer needed either because the grantee is leaving the program or for another reason.
3. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination of support or completion of the project or program, at ACF's direction, the supplies must be transferred for use by another non-Federal entity.

26. REMARKS (Continued from previous page)

This action reprograms unobligated Head Start operations funds of \$120,986.00 from Program Year 02 to Program Year 03 to complete approved program activities. The unobligated federal fund balance is reported as available in the grantee's Final Financial Report SF-425 for Grant No. 06CH7177/02. If the audit report for the periods including Grant No. 06CH7177/02 reflects a lower federal fund balance, it will be the responsibility of the grantee to cover any difference with non-federal funds.

Head Start population: 1,230 children.

Designated Head Start service area: Cities: Houston and surrounding areas; County: Harris; State: Texas

Approved program options: Center-based.

This action authorizes and approves the reprogramming of unobligated balance in the amount of \$120,986 as requested in carried forward application from PY2016 to PY2017 for the following purpose that was previously started but not yet completed:

\$24,428 Equipment

\$96,558 to complete minor renovation

\$24,428 in the Equipment Category is for the purchase of a convection steamer - Groen model number HY-3E; six round solid burners - Imperial model number IHR-6-E; and a vent hood - Captive-Aire model number HOOD at the Tidwell Head Start Center located at 8302 John Ralston Road, Houston, Texas 77044.. WRITTEN APPROVAL OF THE REGIONAL OFFICE MUST BE OBTAINED TO USE THE EQUIPMENT FUNDS FOR ANY OTHER PURPOSE.

Regular Board Meeting

7.F.

Meeting Date: December 13, 2017

Title:

Submitted For: Venetia Peacock, Head Start

Submitted By: Venetia Peacock

Recommended Action: Approve

HCDE Goal(s):
1. Impact education/respond to evolving needs
2. Deliver value responsibly
3. Advocate for learners through innovation

Additional Resource Personnel: Jonathan Parker, Bill Monroe ,Dr. Jesus Amezcua

Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

Consider approval to increase the allowable contract amount under CH Local FY 2018 from \$60,000 to \$75,000 (an increase of \$15,000) with Scholastic, Inc.(#13/062DG-45) (Classroom & Community Division); fully funded by the Head Start Grant.

Subject:

Request an increase allowable spending with Scholastic Inc.CH Local..

Rationale:

Materials Required for the Head Start program exceed the original approved amount of \$60,000 (Fully funded by the Head Start Grant)

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox

Head Start (Originator)
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Venetia Peacock
Final Approval Date: 11/29/2017

Reviewed By

Venetia Peacock
Kendra Jackson
Bill Monroe
Jesus Amezcua

Date

11/20/2017 05:43 PM
11/28/2017 10:23 AM
11/28/2017 01:38 PM
11/29/2017 09:58 AM
Started On: 11/20/2017 05:19 PM

Personnel

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Information Items



Employee Count - December 2017

	Full-Time										Part-Time										FT/PT Total
	A	AE	I	O	P	S	T	TS	Total	A	AE	I	O	P	S	TS	Total				
	Academic & Behavior School East	3	1	20	1	3	2	0	24	53	0	0	2	0	0	0	5	7			
Academic & Behavior School West	3	1	21	0	2	2	0	22	50	0	0	0	0	0	0	2	2				
Administration	5	0	0	0	0	3	0	0	8	0	0	0	0	0	0	0	0				
Adult Education	8	0	0	1	0	11	0	0	20	0	211	0	1	0	0	1	212				
Business Services	8	0	0	0	0	8	0	0	16	1	0	0	0	0	0	0	1				
Center For Grants Development	5	0	0	0	0	1	0	0	6	0	0	0	0	0	0	0	0				
Center Safe & Secure Schools	3	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0				
Choice Partners	11	0	0	0	0	5	0	0	16	0	0	0	0	0	0	0	0				
CIO-Technology	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0				
Client Engagement	3	0	0	0	0	1	1	0	5	1	0	0	0	0	0	0	1				
Communications & Creative Services	3	0	0	0	0	0	4	0	7	0	0	0	0	0	0	0	0				
Center For Afterschool Summer & Expan.	18	0	0	0	0	4	0	0	22	0	0	0	0	0	0	0	0				
Educator Certification & Professional Adv.	4	0	0	0	0	2	0	0	6	0	0	0	0	0	0	0	0				
Facilities	4	0	0	37	0	7	0	0	48	0	0	0	1	0	0	0	1				
Fortis Academy	1	0	1	0	1	1	0	5	9	0	0	0	0	0	0	0	0				
Head Start	79	0	131	22	1	12	0	0	245	1	0	7	0	0	0	1	8				
Highpoint East	3	1	5	0	3	3	0	19	33	0	0	1	0	0	0	2	3				
Human Resources	7	0	0	0	0	3	0	0	10	0	0	0	0	0	0	0	0				
Purchasing Support	4	0	0	0	0	2	0	0	6	0	0	0	0	0	0	0	0				
Records Management	2	0	0	6	0	5	0	0	13	0	0	0	0	0	0	0	0				
Research & Evaluation	7	1	0	0	0	1	0	0	8	0	0	0	0	0	0	0	0				
School-Based Therapy Services	1	0	0	0	83	29	0	0	113	0	0	0	0	42	6	0	48				
Schools	2	0	0	0	0	2	0	0	4	0	0	0	0	0	0	14	14				
Teaching And Learning Center	8	0	0	0	0	4	0	0	12	0	0	0	0	0	0	0	0				
Technology	0	0	0	0	0	1	21	0	22	0	0	0	0	0	0	0	0				
Texas Virtual School Network	0	0	0	0	0	0	5	0	5	0	0	0	0	0	0	0	0				
Total	193	4	178	67	93	109	31	70	741	3	211	10	2	42	6	25	297				

Meeting Date: December 13, 2017

- A = Administration
- AE = Adult Education
- I = Instructional Support
- O = Operations Support
- P = Professional Support
- S = Administrative Support
- T = Technology
- TS = Teachers

Regular Board Meeting

10.C.

Meeting Date: December 13, 2017
Title: Grant Submission
Submitted For: Gayla Rawlinson, Center for Grants Development
Submitted By: Joyce Akins
Additional Resource Personnel: Dr. Lisa Caruthers, Jimmy Wynn

Information

Posted Agenda Item:

Submission of grant proposal to Dudley T. Dougherty Foundation in the amount of \$5,386 for the CASE for Kids division Kids' Day at the Hobby Center for the Performing Arts, a summer arts enrichment project for 150 students in the Harris County area.

Subject:

Grant proposal; CASE for Kids; Dudley T. Dougherty Foundation

Rationale:

In cooperation with the Education Foundation of Harris County, Center for Grants Development assisted CASE for Kids to submit a proposal for Kids' Day at the Hobby Center. Funds will expose students to different artistic disciplines and prepare them for a live performance at the Hobby Center.

Attachments

Proposal to Dougherty Foundation - CASE for Kids - Kids' Day Hobby Center

Form Review

Form Started By: Joyce Akins
Final Approval Date: 11/27/2017

Started On: 11/20/2017 10:48 AM

Summary of Proposal to the Dudley T. Dougherty Foundation

In cooperation with the Education Foundation of Harris County, Center for Grants Development assisted CASE for Kids to request \$5,386 from the Dudley T. Dougherty Foundation to support *Kids' Day at the Hobby Center for the Performing Arts*. The project provides elementary, middle and high school students a unique opportunity to receive training from professional artists and showcase their talents in front of a live audience at the Hobby Center in June 2018. Project goals are to: 1) provide students an opportunity to learn from and interact in meaningful ways with professional artists; 2) give students resources to express themselves positively and constructively through the arts; and 3) educate students about careers in the arts and professional art venues. The project will serve 150 students from high-need schools in the Harris County area.

Regular Board Meeting

10.D.

Meeting Date: December 13, 2017
Title: Grant Submission
Submitted For: Gayla Rawlinson, Center for Grants Development
Submitted By: Joyce Akins
Additional Resource Personnel: Dr. Lisa Caruthers, Jimmy Wynn

Information

Posted Agenda Item:

Submission of grant proposal to Rockwell Collins in the amount of \$9,000 for CASE for Kids division Kids' Day at the Hobby Center for the Performing Arts, a summer enrichment project for 150 students in the Harris County area.

Subject:

Grant proposal; CASE for Kids; Rockwell Collins

Rationale:

In cooperation with Education Foundation of Harris County, Center for Grants Development assisted CASE for Kids to submit a proposal for Kids' Day at the Hobby Center. Funds will expose students to different artistic disciplines and prepare them for a live performance at the Hobby Center.

Attachments

Proposal to Rockwell Collins - CASE for Kids - Kids' Day Hobby Center

Form Review

Form Started By: Joyce Akins
Final Approval Date: 11/27/2017

Started On: 11/20/2017 11:42 AM

Summary of Proposal to Rockwell Collins

In cooperation with the Education Foundation of Harris County, Center for Grants Development assisted CASE for Kids to request \$9,000 from Rockwell Collins to support *Kids' Day at the Hobby Center for the Performing Arts*. The project provides elementary, middle and high school students a unique opportunity to receive training from professional artists and showcase their talents in front of a live audience at the Hobby Center in June 2018. Project goals are to: 1) provide students an opportunity to learn from and interact in meaningful ways with professional artists; 2) give students resources to express themselves positively and constructively through the arts; and 3) educate students about careers in the arts. The project will serve 150 students from high-need schools in the Harris County area.

Regular Board Meeting

10.E.

Meeting Date: December 13, 2017
Title: Grant Submission
Submitted For: Gayla Rawlinson, Center for Grants Development
Submitted By: Joyce Akins
Additional Resource: Frances Watson-Hester, Dr.
Personnel: Kimberly McLeod

Information

Posted Agenda Item:

Submission of grant proposal to the Max and Victoria Dreyfus Foundation in the amount of \$8,000 for Teaching and Learning Center-Science's environmental education project, *Citizen Science:It's for the Birds!*, training 50 science teachers in citizen science activities related to birds.

Subject:

Grant proposal; Teaching and Learning Center-Science; Max and Victoria Dreyfus Foundation

Rationale:

In collaboration with the Education Foundation of Harris County, Center for Grants Development assisted TLC-Science to submit a proposal for Citizen Science:It's for the Birds! project to train 50 teachers to lead students in citizen science activities and quality outdoor experiences.

Attachments

Proposal to Dreyfus Foundation - TLC Science - Citizen Science

Form Review

Form Started By: Joyce Akins
Final Approval Date: 11/27/2017

Started On: 11/20/2017 03:33 PM

Summary of Proposal to Max and Victoria Dreyfus Foundation

In collaboration with Education Foundation of Harris County, HCDE's Center for Grants Development assisted Teaching and Learning Center-Science to request \$8,000 from Max and Victoria Dreyfus Foundation in support of *Citizen Science: It's for the Birds!* project. The environmental education project will train teachers during the summer of 2018 in bird observation and scientific data collection protocols. As a result of the training, teachers will gain the knowledge and skills necessary to lead students in quality environmental education activities outdoors and actively observe and monitor a portion of the local bird population. The project will serve 50 science teachers.

Regular Board Meeting

10.F.

Meeting Date: December 13, 2017
Title: HCDE Donation/Sponsorship Report
Submitted For: Gayla Rawlinson, Center for Grants Development
Submitted By: Gayla Rawlinson
Additional Resource Personnel:

Information

Posted Agenda Item:
HCDE Donation/Sponsorship Report for the month of November 2017

Subject:
Donations; sponsorships; November 2017

Rationale:
Report encompasses donations and sponsorships generated by HCDE divisions and reported to Center for Grants Development for donor/sponsor acknowledgement and board reporting.

Attachments

Nov 2017 HCDE Donation-Sponsorship Report

Form Review

Form Started By: Gayla Rawlinson
Final Approval Date: 11/30/2017

Started On: 11/30/2017 08:06 AM

HCDE Donation/Sponsor Report

CENTER FOR GRANTS DEVELOPMENT ON BEHALF OF HCDE DIVISIONS									
November 1st through November 30th, 2017									
Donor/Sponsor Last Name	Donor/Sponsor First Name	Organization	Site	Division	Description of Donation/Sponsorship	Cash Totals	In-kind Totals	Totals	
Cardozo	Elizabeth		HCDE	Head Start - Coolwood	Classroom Supplies		\$227.00	\$227.00	
		Red Cross	HCDE	Head Start - Coolwood	Classroom Supplies		\$650.00	\$650.00	
Aguilar	Janeth		HCDE	Head Start - Coolwood	Classroom Supplies		\$25.00	\$25.00	
Nicolas	Nadith		HCDE	Head Start - Coolwood	Classroom Supplies		\$25.50	\$25.50	
Cordero	Nathaniel		HCDE	Head Start - Coolwood	Classroom Supplies		\$27.00	\$27.00	
Davila	Briseida		HCDE	Head Start - San Jacinto	Classroom Supplies		\$48.00	\$48.00	
Allen	Mark		HCDE	Head Start - J.D. Walker	Printer for Cook's Office		\$53.00	\$53.00	
Allen	Mark		HCDE	Head Start - J.D. Walker	Classroom Supplies		\$31.00	\$31.00	
Haywood	Mary		HCDE	Head Start - J.D. Walker	Classroom Supplies		\$38.50	\$38.50	
Magallon	Olga		HCDE	Head Start - J.D. Walker	Classroom Supplies		\$65.00	\$65.00	
Mixon	Latocha		HCDE	Head Start - J.D. Walker	Classroom Supplies		\$60.00	\$60.00	
Pacheco	Lizette		HCDE	Head Start - J.D. Walker	Classroom Supplies		\$54.00	\$54.00	
Clifton	Tara		HCDE	Head Start - Compton	Classroom Supplies		\$69.04	\$69.04	
Islas	Martha		HCDE	Head Start - Compton	Classroom Supplies		\$100.00	\$100.00	
Zenil	Amelia		HCDE	Head Start - Pugh	Classroom Supplies		\$35.00	\$35.00	
Cruz	Karen		HCDE	Head Start - Fonwood	Classroom Supplies		\$40.00	\$40.00	
Garrett	Mary		HCDE	Head Start - Fonwood	Classroom Supplies		\$77.29	\$77.29	
Kemp	Catherine		HCDE	Head Start - Fonwood	Classroom Supplies		\$137.00	\$137.00	
Ivy	Claudia		HCDE	Head Start - Fonwood	Classroom Supplies		\$40.00	\$40.00	
Hernandez-Martinez	Yulisa		HCDE	Head Start - Fonwood	Classroom Supplies		\$48.00	\$48.00	
Garret	Mary		HCDE	Head Start - Fonwood	Classroom Supplies		\$26.48	\$26.48	
Garret	Mary		HCDE	Head Start - Fonwood	Classroom Supplies		\$26.00	\$26.00	
Smith	Caylee	Gulf Coast Educators Credit Union	HCDE	Head Start - Fonwood	Classroom Supplies		\$27.94	\$27.94	
Rodriguez	Jessica	Gulf Coast Educators CFU	HCDE	Head Start - Fonwood	Classroom Supplies		\$142.79	\$142.79	
Bell	Robert	HCDE Technology Department	HCDE	Schools: Academic and Behavior East	For Hurricane Harvey Staff members		\$20.00	\$20.00	
		National Science Teachers Association (NSTA)	HCDE	Teaching and Learning Center (TLC)	156 Books for Harvey Affected School Districts		\$1,875.00	\$1,875.00	
						\$0.00	\$3,968.54	\$3,968.54	

