TEJANO CENTER

RYSS TEXAS PUBLIC SCHOOLS

2950 Broadway, Houston, Texas 77017
Phone: 713-640-3700 FAX: 713-644-6232
www.tejanocenter.org

"The mission of the Tejano Center is to develop education, social, health, and community institutions that empower families to transform their lives."

PUBLIC NOTICE

Meeting Agenda for Tuesday, October 27, 2026

Notice is hereby given that the Board of Directors of Tejano Center will hold its regular meeting on Tuesday, October 27, 2026, at 5:30 pm. This meeting is open to the public, and community input is welcomed during the time designated for public comment. Members of the Board and public may attend the regular meeting via web conferencing at **https://bit.ly/TejanoCenter-RYSS-BoardMeeting** as allowed by Texas Government Code Â§ 551.127 with the principal location containing audio-visual equipment for use by the Board and public and where the presiding member is physically present, and the location is open to the public. If a member of the public can provide testimony or otherwise wishes to participate in the meeting when public input is permitted, but lacks the necessary technology, such will be provided at Tejano Center, 2950 Broadway Street, Houston, TX 77017. The Board will consider, discuss, and adopt such orders, resolutions, and/or motions, and take direct or indirect actions as may be necessary, convenient, or desirable with respect to the matters outlined in this agenda.

October 27, 2026, at 5:30 PM - Board Meeting

1. **CALL TO ORDER** (2 minutes)
2. **PRAYER** (3 minutes)
3. **PLEDGE OF ALLEGIANCE/TEXAS PLEDGE** (2 minutes)
4. **ROLL CALL** (3 minutes)
5. **PUBLIC COMMENT** (7-10 minutes) Any individual wishing to address the Board of Directors of Tejano Center must sign in with Maribel Guerra, Board Services, by emailing a request to speak, at least 72-hours prior to scheduled meeting. The request must include the name of speaker, telephone, number and email address of the speaker, and the topic of the intended comments, to Maribel.Guerra@tejanocenter.org. Those doing so will be allowed to address the board for a maximum of three minutes. Individuals will address the board in the order that they have signed in. Alternatively, the individual may email comments to the above email address.

6. **PRESIDENT'S PRESENTATIONS & UPDATES**

6.a. **RYSS TEXAS PUBLIC SCHOOLS 2025-2026 BOARD GOALS ANNUAL REPORT**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Mayra Ramon, Chief of Schools; Carla Stevens

7. **ACTION ITEMS**

7.a. **APPROVAL OF THE MINUTES OF THE OCTOBER 6, 2026, MEETING OF TEJANO CENTER /RYSS TEXAS PUBLIC SCHOOLS BOARD OF DIRECTORS**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools

7.b. **APPROVAL OF SEPTEMBER 2026 UNAUDITED FINANCIAL STATEMENTS FOR RYSS (OFFICIALLY OPERATING AS RAUL YZAGUIRRE SCHOOLS FOR SUCCESS) AND TEJANO CENTER (OFFICIALLY OPERATING AS TEJANO CENTER FOR COMMUNITY CONCERNS) – NON-SCHOOL**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Marcia Leiva, Chief Financial Officer

7.c. **RATIFICATION OF MONTHLY DISBURSEMENT REPORT/ VENDOR CUMULATIVE PAYMENTS FOR SEPTEMBER 2026 TO INCLUDE PROCUREMENT PROCESS AND EXPENDITURE APPROVALS**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Marcia Leiva, Chief Financial Officer

7.d. **APPROVAL OF BUDGET AMENDMENT #1 TO ADJUST FOOD SERVICE FUND REVENUES AND EXPENDITURES IN THE AMOUNT OF $342,720 TO REFLECT FEDERAL GRANT FUNDING FOR AFTER-SCHOOL MEALS AT RYSS ACADEMY AT PASADENA AND RYSS MIDDLE SCHOOL AT EAST ALDINE**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Marcia Leiva, Chief Financial Officer

7.e. **APPROVAL OF PURCHASING COOPERATIVE AND RFP CONTRACTS FOR THE CHILD NUTRITION PROGRAM FOR THE FOLLOWING VENDORS WITH ESTIMATED AMOUNTS INCLUDED: (1) GORDON FOOD SERVICE $500,000; (2) GOLD STAR $15,000; (3) GORDON NON-FOOD $55,000; (4) HILAND DAIRY $155,000; (5) HARDIES $60,000; (6) GORDON SS $30,000; YUMMY $650,000; AND (7) THE HEALTHY LUNCH BOZ $700,000)**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Marcia Leiva, Chief Financial Officer

7.f. **APPROVAL OF RYSS MIDDLE SCHOOL AT BROADWAY TARGETED IMPROVEMENT PLAN**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Mayra Ramon, Chief of Schools

7.g. **APPROVAL OF SERVICE AGREEMENT WITH MURO BUSINESS SOLUTIONS LLC DBA SOLVERE TECH SUPPORT IN AN AMOUNT NOT TO**

EXCEED $145,680 FOR TECHNOLOGY CONSULTING AND SUPPORT SERVICES FOR FISCAL YEAR 2026-2027
Speaker(s): Dr. Adriana Tamez, President/ CEO & Superintendent of Schools; Juan J. Santos, M.Ed., Chief Operations Officer

7.h. **APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN RYSS EARLY CHILDHOOD ACADEMY/RYSS PRIMARY SCHOOL AT BROADWAY AND THE UNIVERSITY OF HOUSTON'S ADVOCACY AND RESPONSIVE ENGAGEMENT (CARE) PROGRAM TO IMPLEMENT ITS WRITING TO INSPIRE SUCCESSFUL EDUCATION (WISE) PROJECT AS PART OF THE TEXAS ACE AFTER-SCHOOL PROGRAM AT RYSS EARLY CHILDHOOD ACADEMY AND RYSS PRIMARY SCHOOL AT BROADWAY FOR FY 2026–2027**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Marcia Leiva, Chief Financial Officer

7.i. **APPROVAL OF AGREEMENT BETWEEN RYSS TEXAS PUBLIC SCHOOLS AND CHRISTI VAN WASSENHOVE IN AN AMOUNT NOT TO EXCEED $49,878.23 FOR SAFETY AND SECURITY CONSULTING SERVICES FOR FISCAL YEAR 2026-2027**
Speaker(s): Dr. Adriana Tamez, President/ CEO & Superintendent of Schools; Juan J. Santos, M.Ed., Chief Operations Officer

7.j. **RATIFICATION OF ACCEPTANCE OF THE $10,000 BARBARA BUSH HOUSTON LITERACY FOUNDATION GRANT AND APPROVAL OF LIBRARY MATERIALS PURSUANT TO GRANT REQUIREMENTS FOR RYSS ACADEMY AT PASADENA (TEC Code 33.026 REQUIRES APPROVAL OF LIBRARY RELATED MATERIALS)**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Mayra Ramon, Chief of Schools

7.k. **RATIFICATION OF THE SELECTION OF HEALTHY FOODS AS THE BEST-VALUE VENDOR UNDER RFP 2526-5JA TO PROVIDE AFTER-SCHOOL MEALS FOR SCHOOLS PARTICIPATING IN THE ACE PROGRAM FOR FY 2026–2027, WITH PROJECTED EXPENDITURES IN THE AMOUNT OF $1,087,200, REIMBURSABLE THROUGH A FEDERAL FOOD SERVICE GRANT FOR AFTER-SCHOOL MEALS**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Marcia Leiva, Chief Financial Officer

7.l. **RATIFICATION OF ACCEPTANCE OF UNIDOSUS JPMORGAN CHASE HOUSING COUNSELING CONTINUITY GRANT IN THE AMOUNT OF $21,000**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Marcia Leiva, Chief Financial Officer; Gabby Luna, Director of Affordable Housing and Community Redevelopment

7.m. **APPROVAL OF CUMULATIVE EXPENDITURES EXCEEDING $50,000 WITH HERMIDA SERVICES FOR HOME REPAIR SERVICES ACROSS MULTIPLE PROJECTS, FOLLOWING ITS PRIOR SELECTION AS A BEST-VALUE**

VENDOR THROUGH RFP 26-3-JA (PREVIOUSLY RATIFIED BY THE BOARD OF DIRECTORS ON JUNE 30, 2026)
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Gabby Luna, Director of Affordable Housing and Community Redevelopment

8. **INFORMATION ITEMS**

8.a. **BUSINESS OFFICE PROGRESS REPORT – OCTOBER 2026**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Marcia Leiva, Chief Financial Officer

8.b. **AFFORDABLE HOUSING & COMMUNITY REDEVELOPMENT PROGRAM REPORT**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Gabby Luna, Director of Affordable Housing and Community Redevelopment

8.c. **CHILD PLACING AGENCY PROGRAM REPORT**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Brenda Navarrette, Director, Child Placing Agency

8.d. **GRADCAFE BY PROJECT GRAD PROGRAM REPORT**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Melissa Martinez, Director, Project GRAD & NOVA Academy

8.e. **HEALTH EQUITY/LA TIENDITA REPORT**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Jose Rivera, Director, Health Equity Program

8.f. **RESOLVE PROGRAM REPORT**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Jorge Gonzalez, Director, Resolve Program

8.g. **BOARD ENGAGEMENT OPPORTUNITIES**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Graciana "Graci" Garces, MPAff, Chief Strategy & External Affairs Officer

9. **EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE §§ 551.071, 551.072, 551.074, AND 551.082, TO ADDRESS:**

a. Private consultation with attorney concerning privileged issues from agenda matters and pending or threatened litigations.
b. Deliberations concerning the purchase of real property
c. Deliberations concerning the duties of the CEO and CFO regarding supervision of personnel
d. Consider complaints against directors and senior staff
e. Discussion of duties and evaluation of administrative personnel, including complaints regarding school staffing, academic and organizational changes for the 2025-2026 school year

10. **ADJOURNMENT**

Board Goals Reporting: 2025-2026 Annual Presentation

September 2026

2025-2026 Board Goals

Goal 1: Early Childhood Literacy

- The percent of 3rd grade students that score Meets Grade Level or above on STAAR Reading will increase from 14% in 2021 to 66% by June 2027.

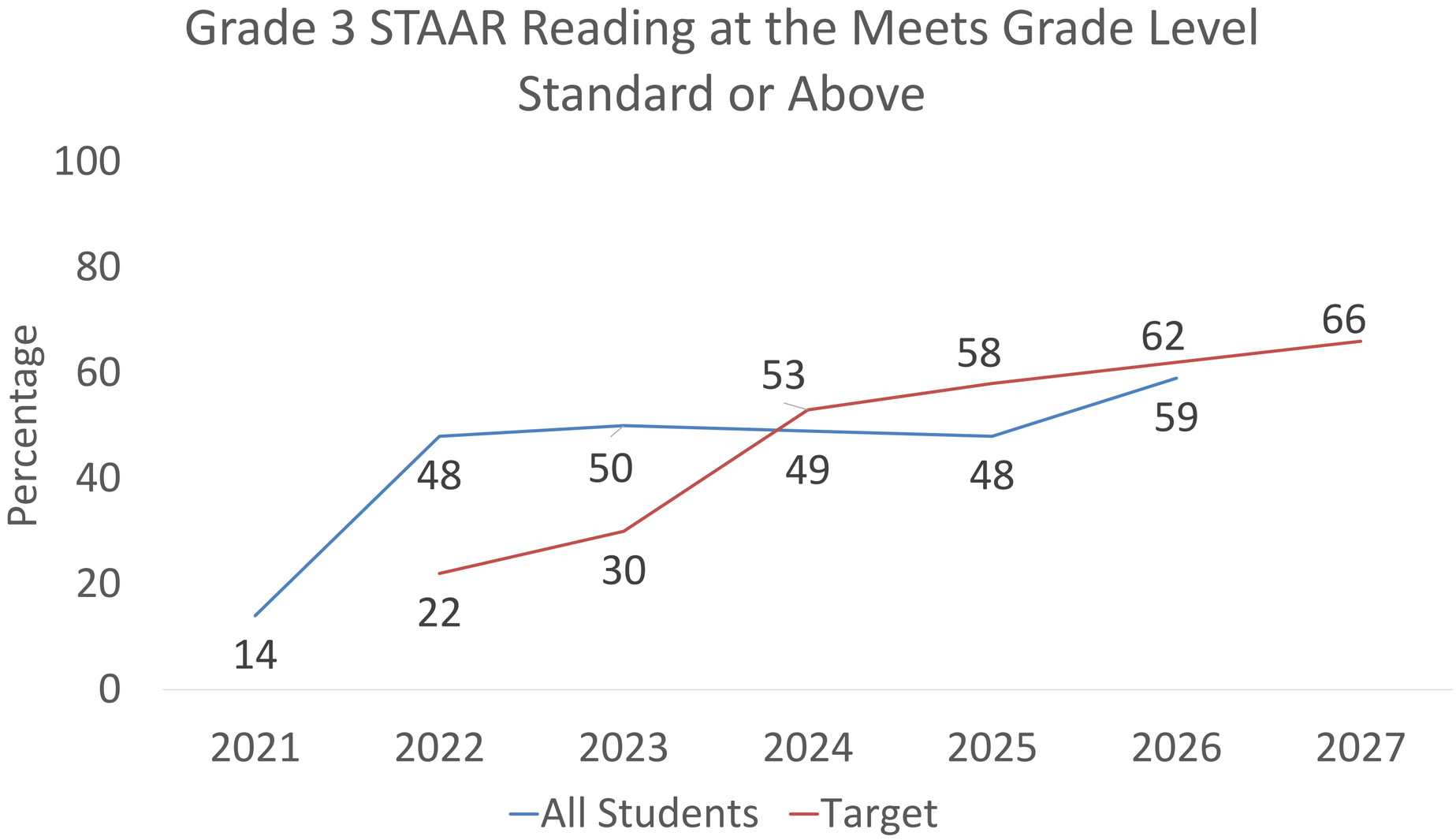
Goal 2: Early Childhood Mathematics

- The percent of 3rd grade students that score Meets Grade Level or above on STAAR Math will increase from 7% in 2021 to 70% by June 2027.

Goal 3: CCMR

- The percent of graduates that meet College, Career, or Military Readiness (CCMR) criteria will increase from 45% in July 2021 to 88% by July 2026.

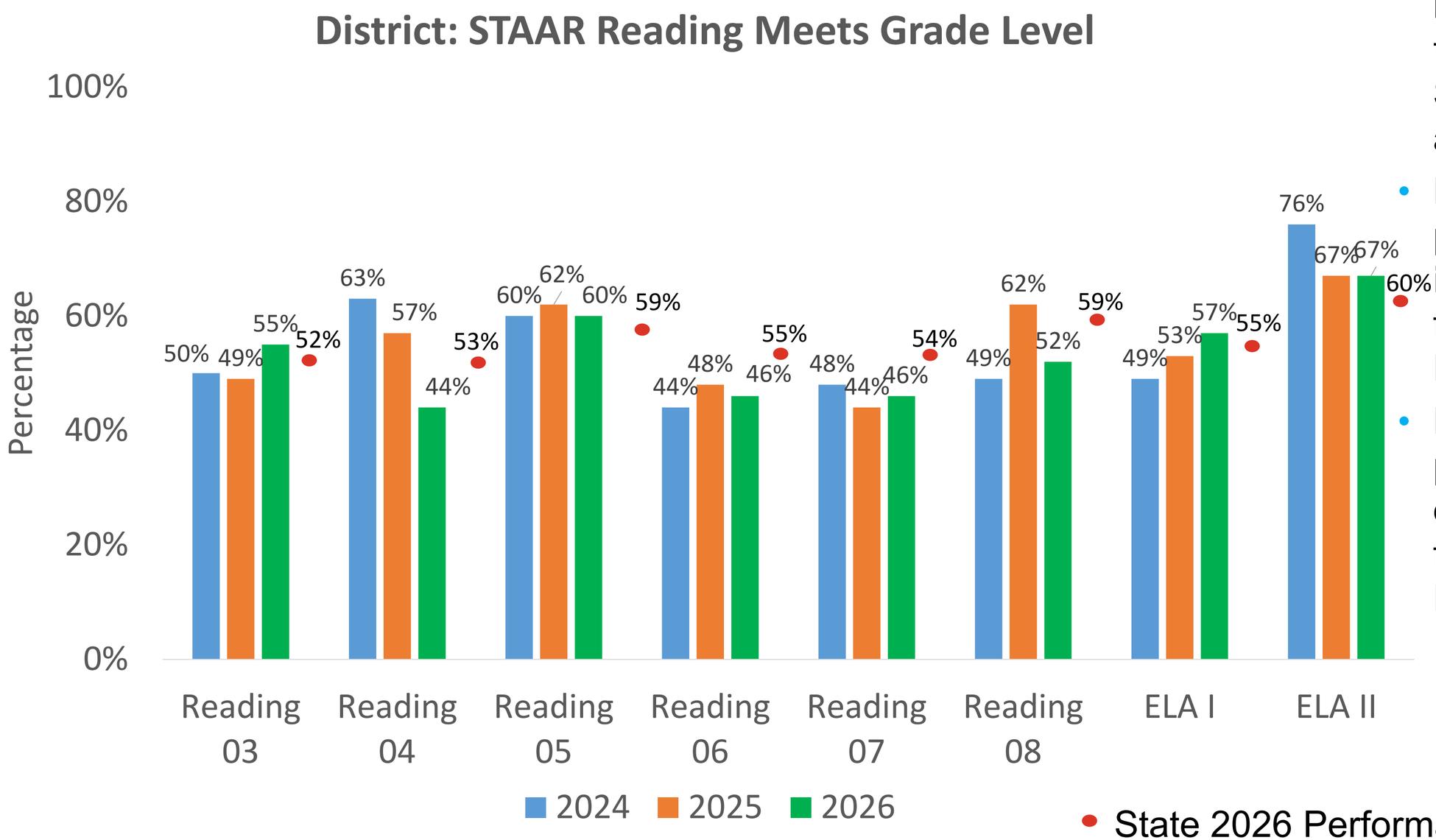
Goal 1: Early Childhood Literacy



- Data include both English and Spanish testers using the accountability subset.
- 2026 data **increased** from 2025 by 11 percentage points.
- **Did not meet target.**

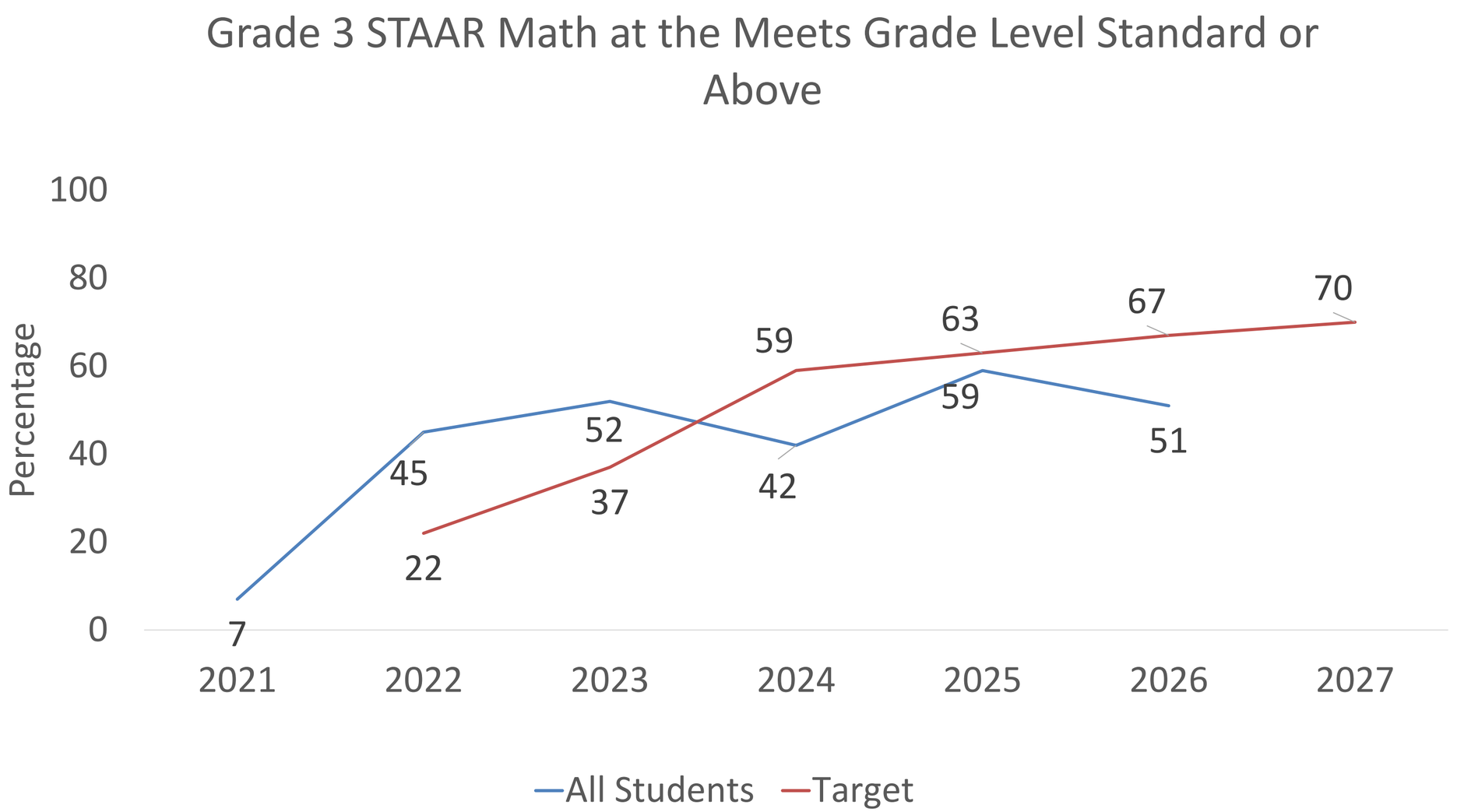
Source: DMAC snapshot data

Goal 1 Supporting Data



- Percentages shown reflect all students tested on the STAAR **English** assessment.
- Reading performance in 2026 **improved** from 2025 for grades 3, 7, and English I.
- RYSS 2026 reading performance **exceeded** the state for grades 3, 5, and English I and II.

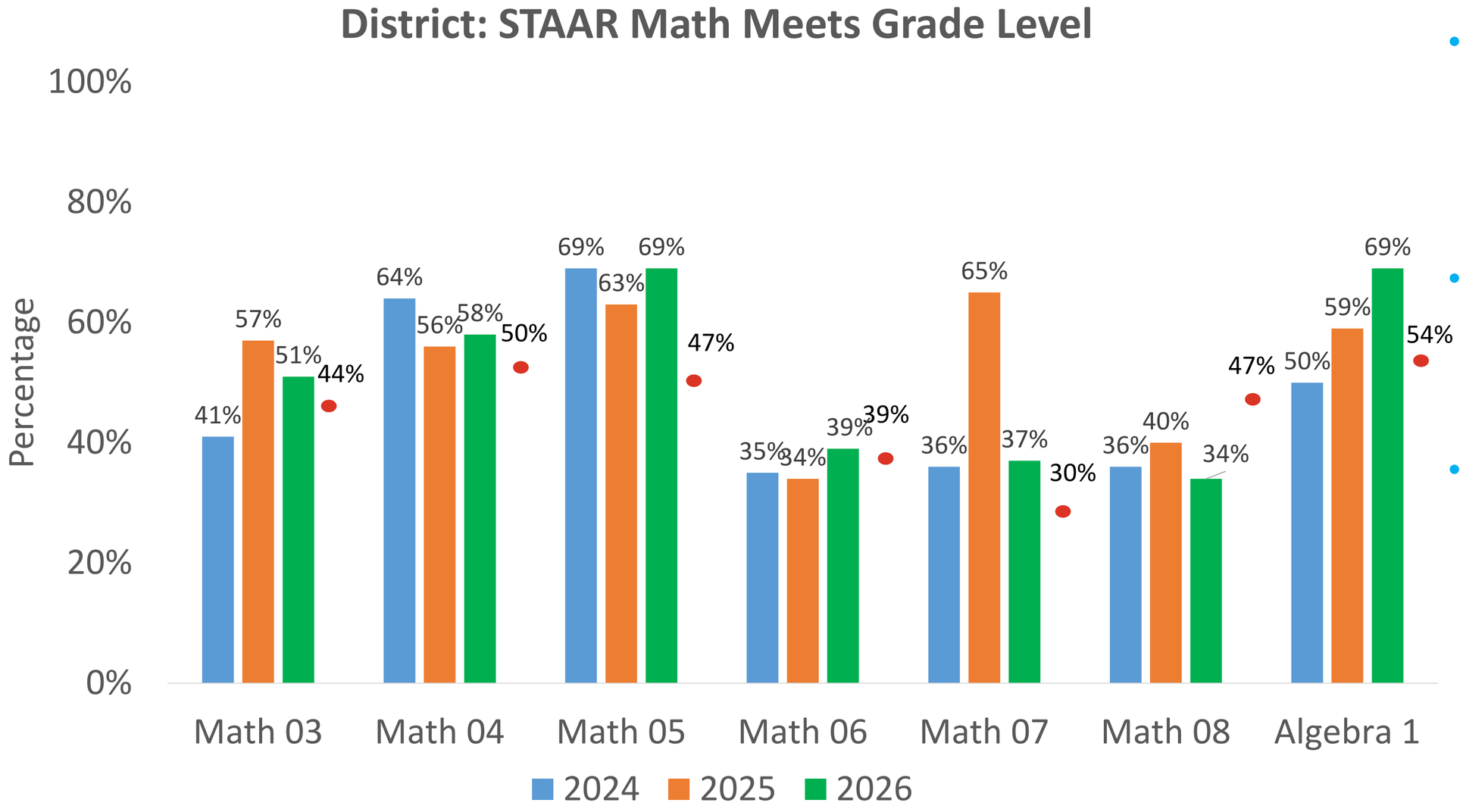
Goal 2: Early Childhood Mathematics



- Data include both English and Spanish testers using the accountability subset.
- 2026 data **decreased** from 2025 by 8 percentage points.
- **Did not meet target.**

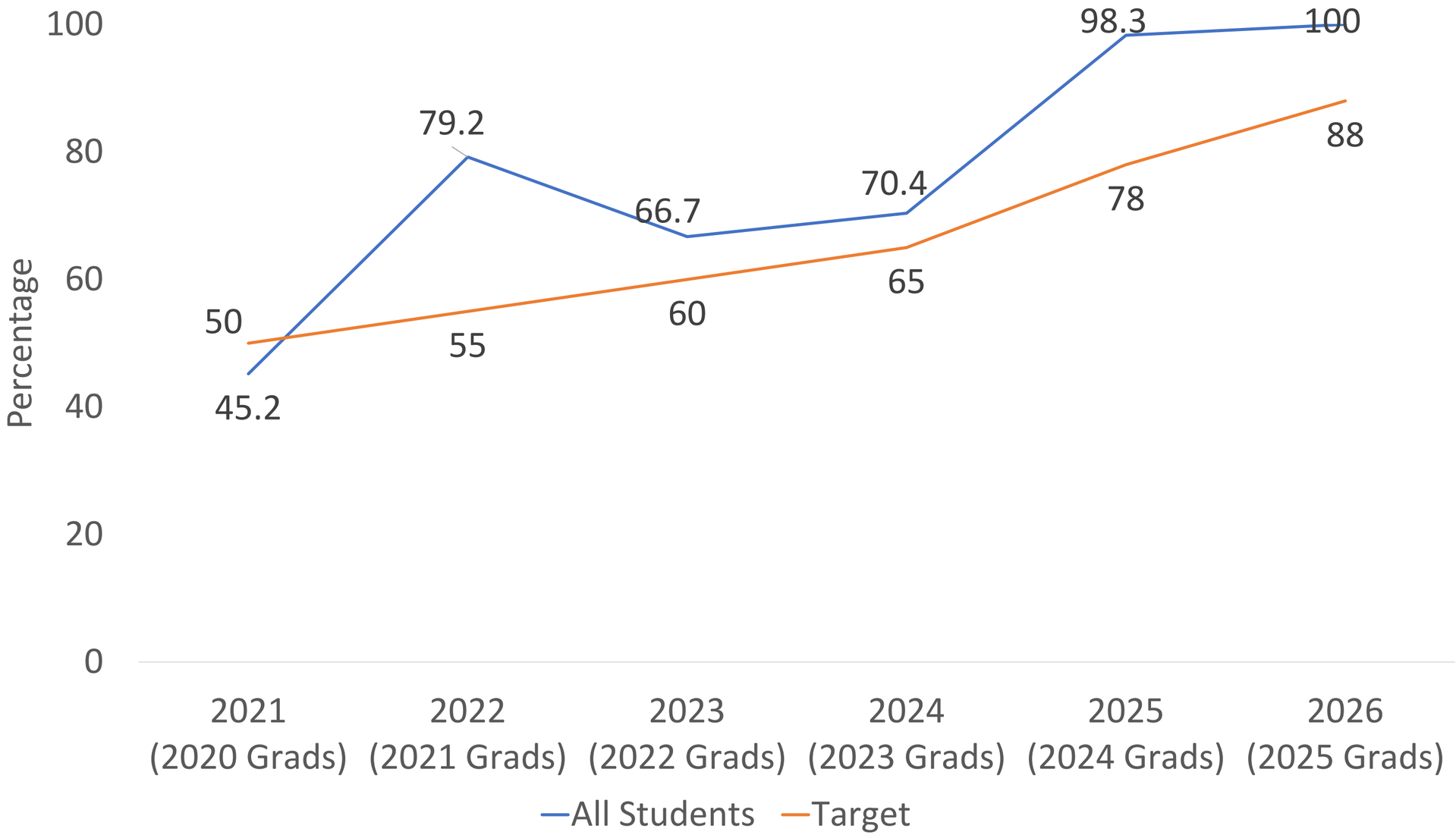
Source: DMAC snapshot data

Goal 2 Supporting Data



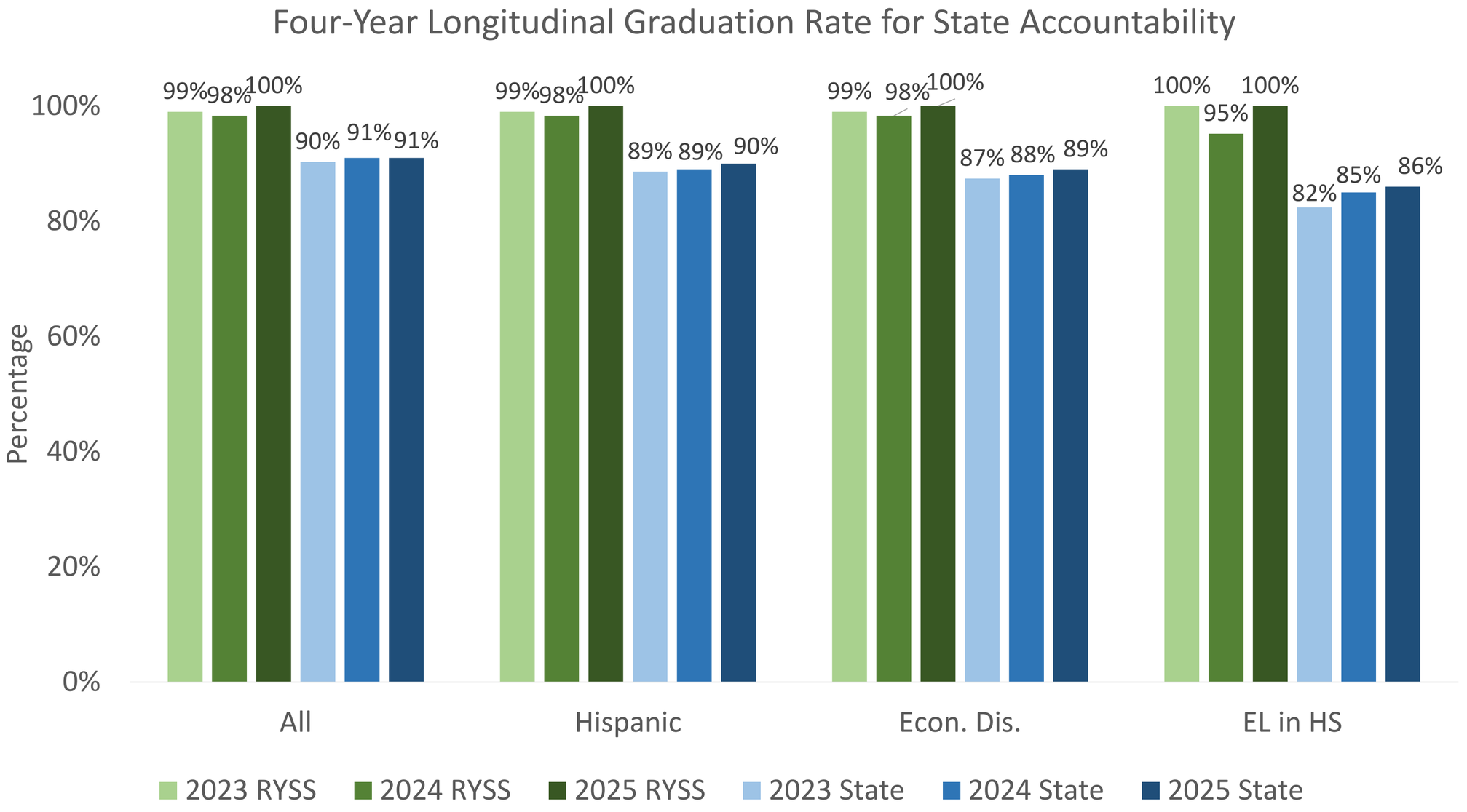
- Percentages shown reflect all students tested on the STAAR **English** assessment.
- Math performance in 2026 **improved** from 2025 for grades 4, 5, 6, and Algebra I.
- RYSS 2026 math performance **met** or **exceeded** the state for grades 3-7 and Algebra I.

College, Career, and Military Readiness



- RYSS 2026 CCMR rate for the 2025 annual graduates is 100%, **exceeding the goal of 88%.**

Graduation Rate for Students Graduating within Four Years



- **RYSS Class of 2025 graduation rate was 100%** for a class of 76 students**.**
- RYSS has **higher** graduation rates than the state for all student groups with available data.

Board Goals Summary

Goal	Measure	Prior Year Result	Current Year Result	Target	Evaluation of Target
Goal 1	**Early Childhood Literacy (Grade 3 STAAR Reading)**	**48**	**59** ↑	**62**	**Did Not Meet**
GPM 1.1	Kindergarten i-Ready Reading	56	62 ↑	60	**Met**
GPM 1.2	Grade 1 i-Ready Reading	33	49 ↑	50	**Did Not Meet**
GPM 1.3	Grade 2 i-Ready Reading	42	46 ↑	50	**Did Not Meet**
Goal 2	**Early Childhood Mathematics (Grade 3 STAAR Math)**	**59**	**51** ↓	**67**	**Did Not Meet**
GPM 2.1	Grade 1 i-Ready Math	55	55 --	50	**Met**
GPM 2.2	Grade 2 i-Ready Math	49	54 ↑	50	**Met**
Goal 3	**College, Career, and Military Readiness**	**98**	**100** ↑	**88**	**Met**
GPM 3.1	CCMR-Advanced Placement Exams	31	42 ↑	46	**Did Not Meet**
GPM 3.2	CCMR-Dual Credit	24	10 ↓	34	**Did Not Meet**

Arrows indicate comparison to prior year's data.

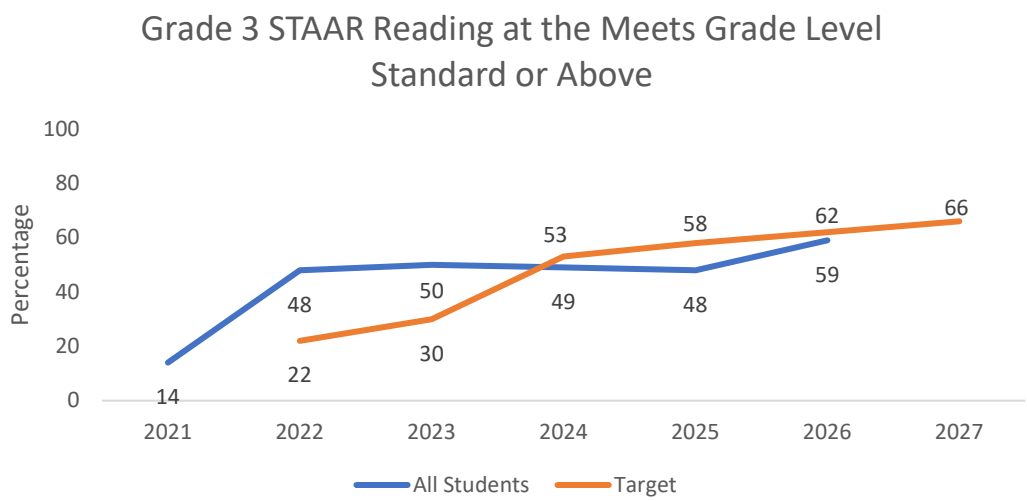
- Seven of the ten indicators showed improvement from the prior year.
- Four of the ten indicators met the 2025-2026 target.

Board Goals Reporting: 2025-2026 Annual Report September 2026

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal 1 Early Childhood Literacy	
Goal 1	**Evaluation**
The percent of 3rd grade students that score Meets Grade Level or above on STAAR Reading will increase from 14% in 2021 to 66% by June 2027.	Did Not Meet Target



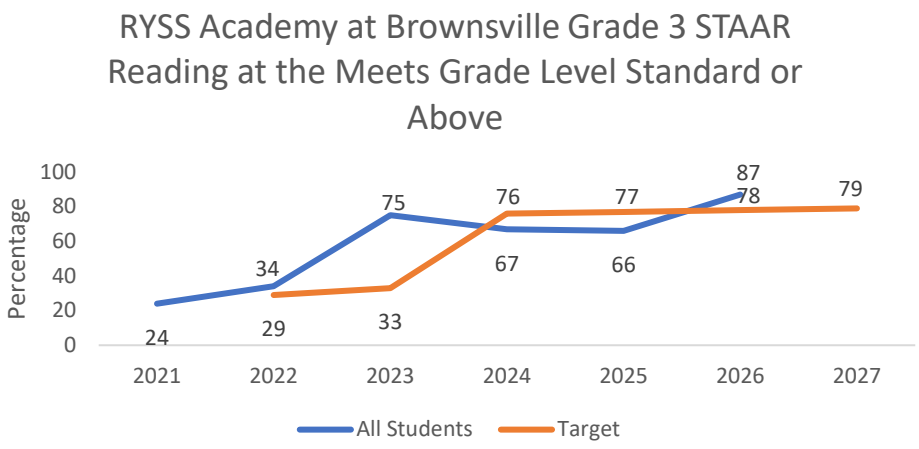
Data Sources and Notes

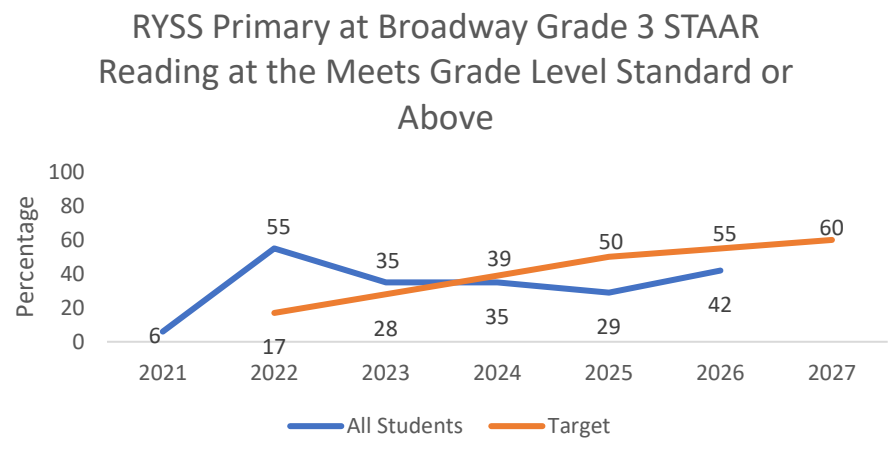
- Source: DMAC snapshot English and Spanish combined.
- Targets were adjusted after the Covid 19 pandemic using 2021 results.

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal 1 Campus Data





Data Sources and Notes

- Source: DMAC snapshot English and Spanish combined.
- Targets were adjusted after the Covid 19 pandemic using 2021 results.
- RYSS Academy at Pasadena will be shown once there are two years of Grade 3 STAAR data (2027).

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

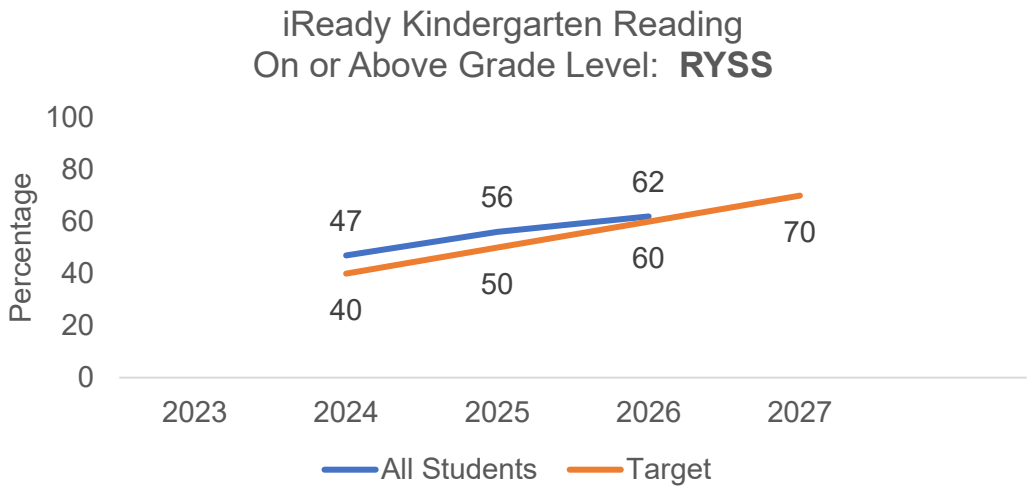
Goal 1 Early Childhood Literacy District Closing the Gaps Student Groups Yearly Targets				Goal 1 Early Childhood Literacy RYSS Academy at Brownsville Closing the Gaps Student Groups Yearly Targets				Goal 1 Early Childhood Literacy RYSS Primary at Broadway Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL		Hispanic	Eco. Disadv.	EB/EL		Hispanic	Eco. Disadv.	EB/EL
2021 Actual	**14%**	**14%**	**14%**	2021 Actual	**24%**	**25%**	**25%**	2021 Actual	**6%**	**6%**	**5%**
2022 Target	22%	22%	22%	2022 Target	29%	30%	30%	2022 Target	17%	17%	16%
2022 Actual	**48%**	**46%**	**48%**	2022 Actual	**34%**	**32%**	**33%**	2022 Actual	**55%**	**54%**	**54%**
2023 Target	30%	30%	30%	2023 Target	33%	34%	34%	2023 Target	28%	28%	27%
2023 Actual	**50%**	**49%**	**53%**	2023 Actual	**75%**	**73%**	**83%**	2023 Actual	**35%**	**35%**	**35%**
2024 Target	53%	53%	54%	2024 Target	76%	76%	76%	2024 Target	39%	39%	37%
2024 Actual	**49%**	**48%**	**46%**	2024 Actual	**67%**	**65%**	**68%**	2024 Actual	**35%**	**35%**	**29%**
2025 Target	58%	58%	59%	2025 Target	77%	77%	77%	2025 Target	50%	50%	48%
2025 Actual	**48%**	**51%**	**43%**	2025 Actual	**66%**	**67%**	**66%**	2025 Actual	**29%**	**32%**	**25%**
2026 Target	62%	62%	63%	2026 Target	78%	78%	78%	2026 Target	55%	55%	53%
2026 Actual	**60%**	**58%**	**53%**	2026 Actual	**87%**	**86%**	**84%**	2026 Actual	**42%**	**43%**	**33%**
2027 Target	66%	66%	67%	2027 Target	79%	79%	79%	2027 Target	60%	60%	58%

2024-2027 targets adjusted and approved by board.

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal Progress Measure 1.1	Evaluation
The percent of kindergarten students that score on or above grade level on the i-Ready reading assessment will increase to 70% by June 2027.	Met Target

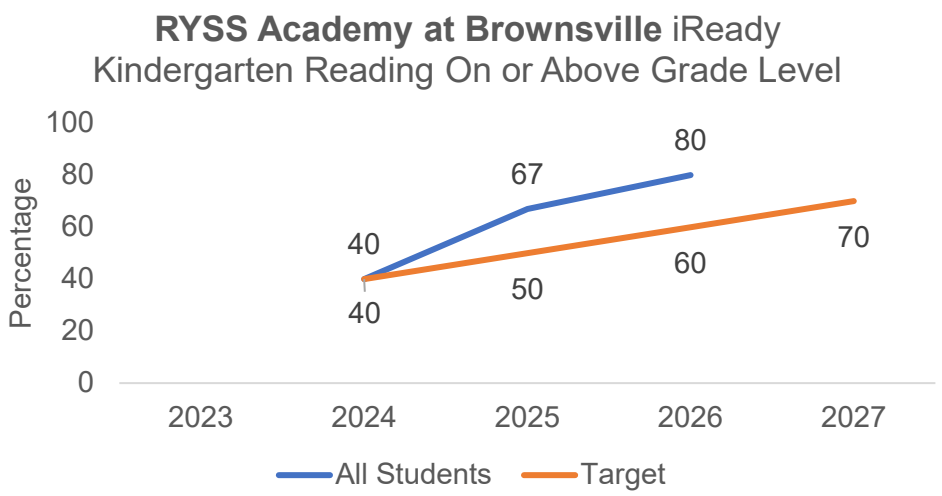
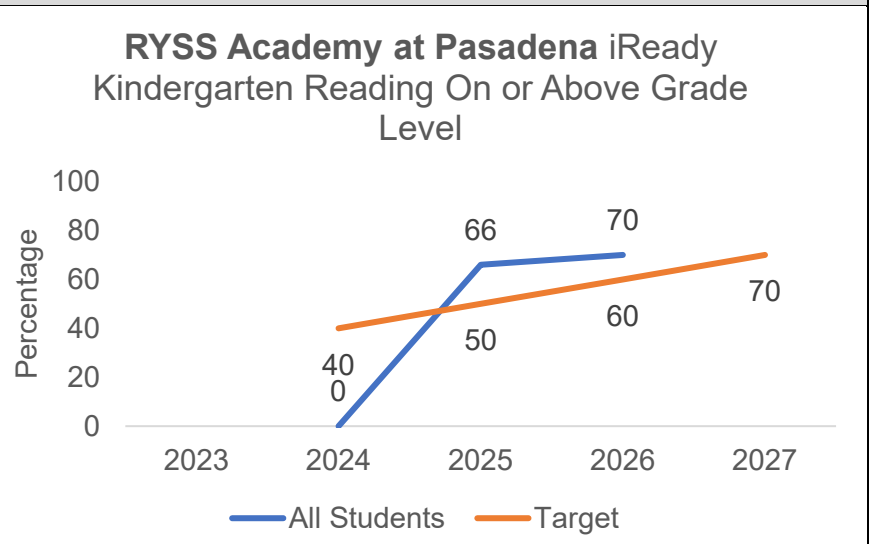


Data Sources and Notes

- 2023-2024 was the first year for the administration of the i-Ready reading assessment for the district.
- The i-Ready is a reading diagnostic administrered three times a year. These results reflect the End-of-Year testing for English assessments unless otherwise noted.

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal Progress Measure 1.1 Campus Data	
	

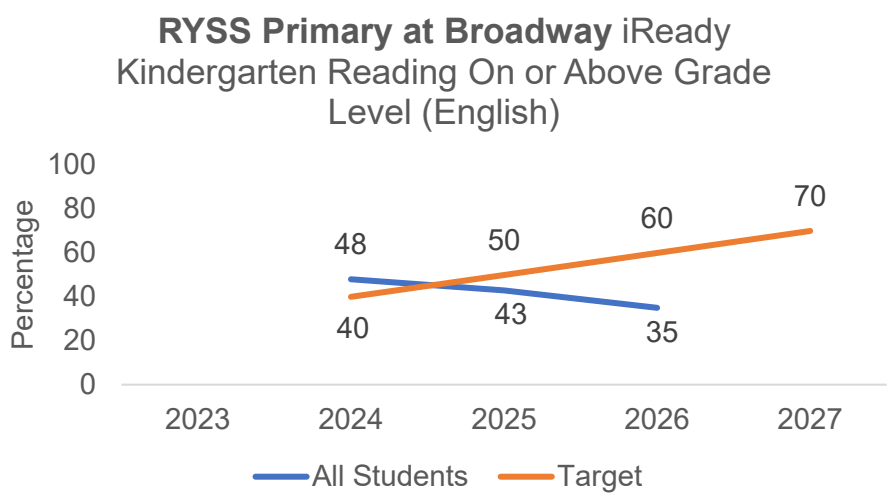
Data Sources and Notes

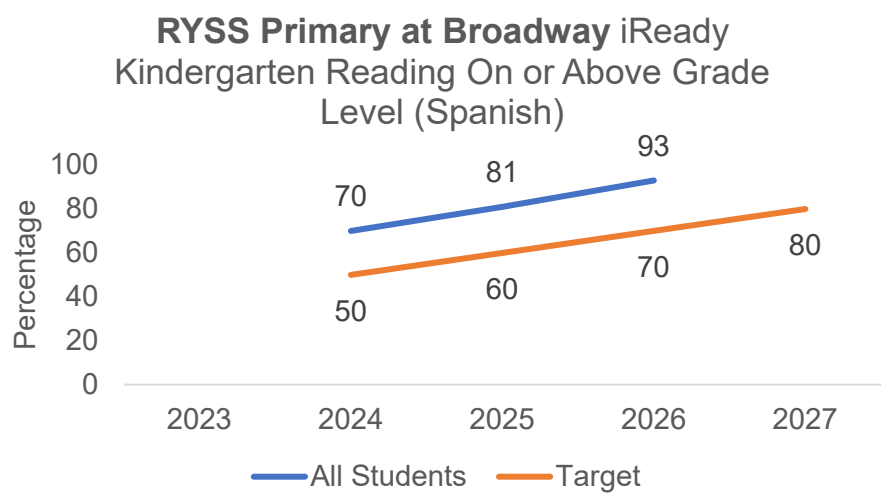
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Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal Progress Measure 1.1 Campus Data



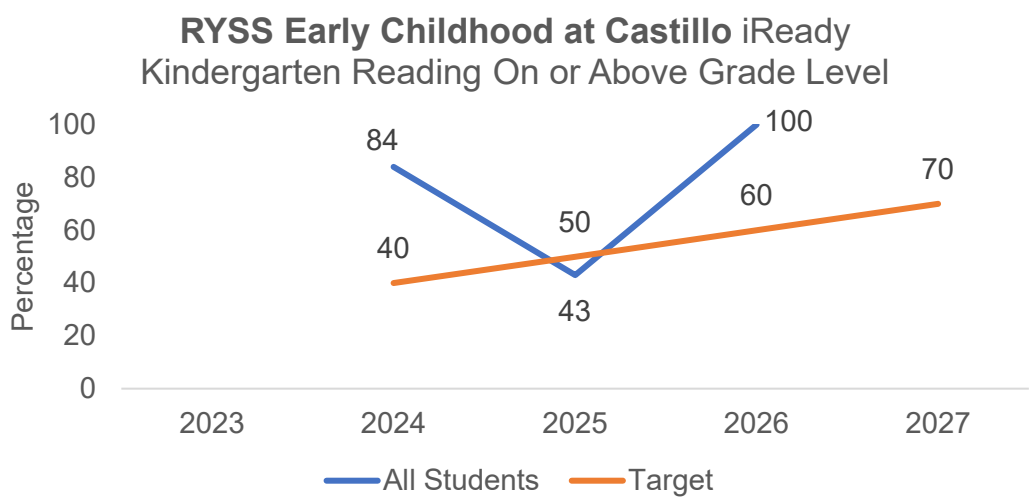


Data Sources and Notes

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Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal Progress Measure 1.1 Campus Data	
	

Data Sources and Notes

- 2023-2024 was the first year for the administration of the i-Ready reading assessment for the district.
- The i-Ready is a reading diagnostic administrered three times a year. These results reflect the End-of-Year testing for English assessments unless otherwise noted.

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal Progress Measure 1.1 Kindergarten i-Ready Reading District-English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	40%	40%	35%
2024 Actual	**54%**	**58%**	**47%**
2025 Target	50%	50%	45%
2025 Actual	**56%**	**47%**	**47%**
2026 Target	60%	60%	55%
2026 Actual	**60%**	**60%**	**55%**
2027 Target	70%	70%	65%

Goal Progress Measure 1.1 Kindergarten i-Ready Reading RYSS Academy at Brownsville-English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	40%	40%	35%
2024 Actual	**56%**	**57%**	**55%**
2025 Target	50%	50%	45%
2025 Actual	**67%**	**52%**	**54%**
2026 Target	60%	60%	55%
2026 Actual	**80%**	**79%**	**76%**
2027 Target	70%	70%	65%

Goal Progress Measure 1.1 Kindergarten i-Ready Reading RYSS Academy at Pasadena-English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	40%	40%	35%
2024 Actual	*	*	*
2025 Target	50%	50%	45%
2025 Actual	**66%**	*	*
2026 Target	60%	60%	55%
2026 Actual	**69%**	**67%**	**65%**
2027 Target	70%	70%	65%

"*" Less than 5 students tested

Goal Progress Measure 1.1 Kindergarten i-Ready Reading RYSS Primary at Broadway-English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	40%	40%	35%
2024 Actual	**47%**	**50%**	**35%**
2025 Target	50%	50%	45%
2025 Actual	**43%**	**43%**	**43%**
2026 Target	60%	60%	55%
2026 Actual	**34%**	**33%**	**28%**
2027 Target	70%	70%	65%

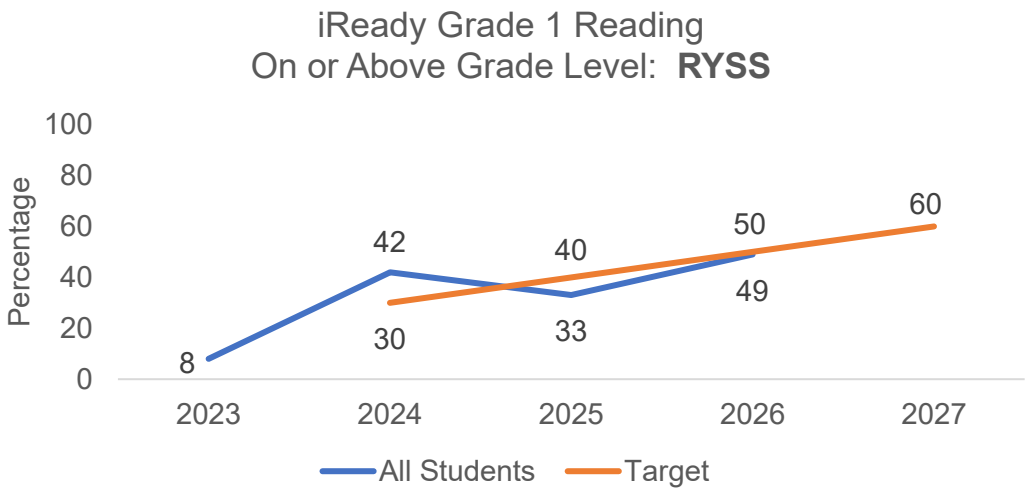
Goal Progress Measure 1.1 Kindergarten i-Ready Reading RYSS Primary at Broadway-Spanish Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	50%	50%	50%
2024 Actual	**70%**	**70%**	**70%**
2025 Target	60%	60%	60%
2025 Actual	**81%**	**81%**	**81%**
2026 Target	70%	70%	70%
2026 Actual	**93%**	**93%**	**93%**
2027 Target	80%	80%	80%

Goal Progress Measure 1.1 Kindergarten i-Ready Reading RYSS Early Childhood at Castillo-English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	40%	40%	35%
2024 Actual	**82%**	**84%**	**70%**
2025 Target	50%	50%	45%
2025 Actual	**43%**	*	*
2026 Target	60%	60%	55%
2026 Actual	**100%**	**100%**	*
2027 Target	70%	70%	65%

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal Progress Measure 1.2	Evaluation
The percent of students in Grade 1 that score on or above grade level on the i-Ready reading assessment will increase from 8% in 2023 to 60% by June 2027.	Did Not Meet Target; showed significant progress toward target



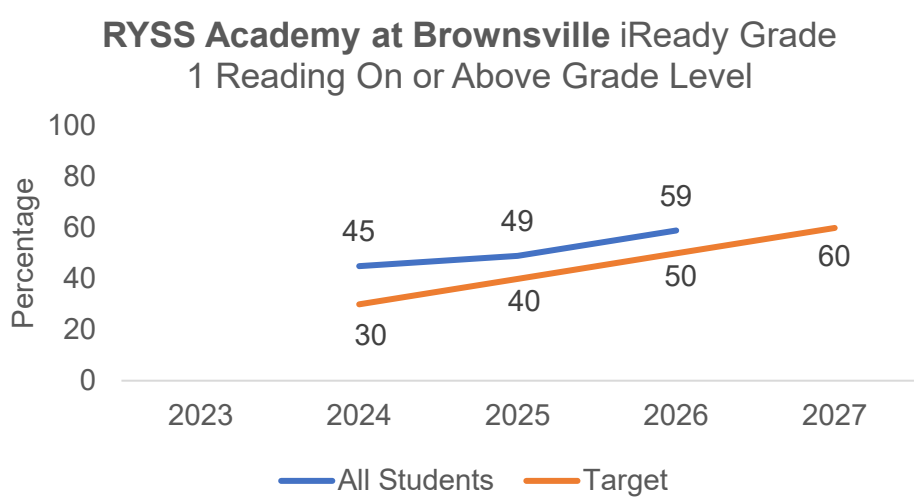
Data Sources and Notes

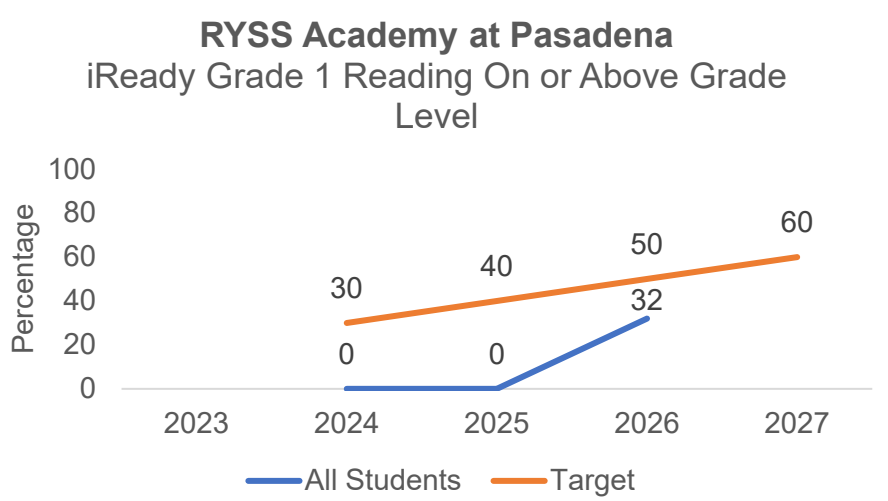
- 2023-2024 was the first year for the administration of the i-Ready reading assessment for the district as a whole, only one campus tested in 2022-2023.
- The i-Ready is a reading diagnostic administrered three times a year. These results reflect the End-of-Year testing for English assessments unless otherwise noted.

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal Progress Measure 1.2 Campus Data





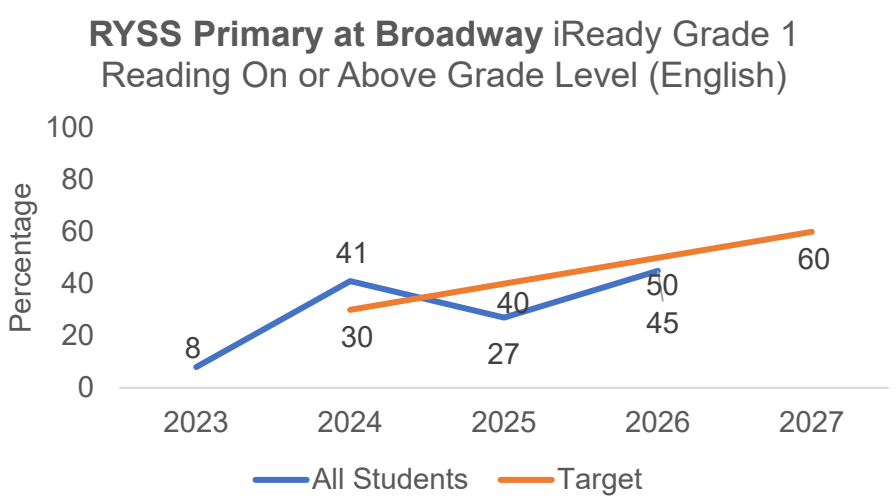
Data Sources and Notes

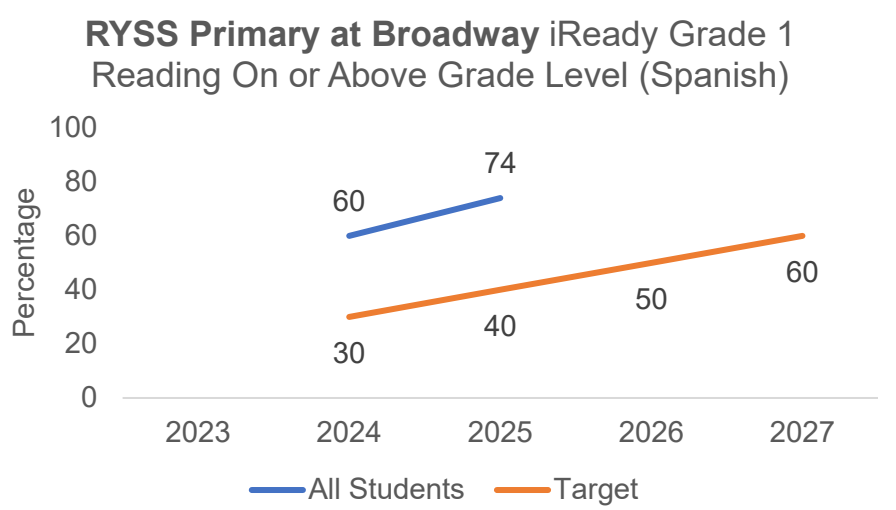
- 2023-2024 was the first year for the administration of the i-Ready reading assessment for the district as a whole, only one campus tested in 2022-2023.
- The i-Ready is a reading diagnostic administrered three times a year. These results reflect the End-of-Year testing for English assessments unless otherwise noted.

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal Progress Measure 1.2 Campus Data





Data Sources and Notes

- 2023-2024 was the first year for the administration of the i-Ready reading assessment for the district as a whole, only one campus tested in 2022-2023.
- The i-Ready is a reading diagnostic administrered three times a year. These results reflect the End-of-Year testing for English assessments unless otherwise noted.
- For 2026, there were no Spanish testers in first grade at RYSS Primary School at Broadway.

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal Progress Measure 1.2 Grade 1 i-Ready Reading District-English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	30%	30%	25%
2024 Actual	**43%**	**42%**	**37%**
2025 Target	40%	40%	35%
2025 Actual	**32%**	**25%**	**20%**
2026 Target	50%	50%	45%
2026 Actual	**50%**	**47%**	**48%**
2027 Target	60%	60%	55%

Goal Progress Measure 1.2 Grade 1 i-Ready Reading RYSS Academy at Brownsville-English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	30%	30%	25%
2024 Actual	**46%**	**47%**	**43%**
2025 Target	40%	40%	35%
2025 Actual	**49%**	**34%**	**22%**
2026 Target	50%	50%	45%
2026 Actual	**59%**	**56%**	**57%**
2027 Target	60%	60%	55%

Goal Progress Measure 1.2 Grade 1 i-Ready Reading RYSS Academy at Pasadena -English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	30%	30%	25%
2024 Actual	*	*	*
2025 Target	40%	40%	35%
2025 Actual	**0%**	**0%**	*
2026 Target	50%	50%	45%
2026 Actual	**29%**	**33%**	**32%**
2027 Target	60%	60%	55%

"*" Less than 5 students tested

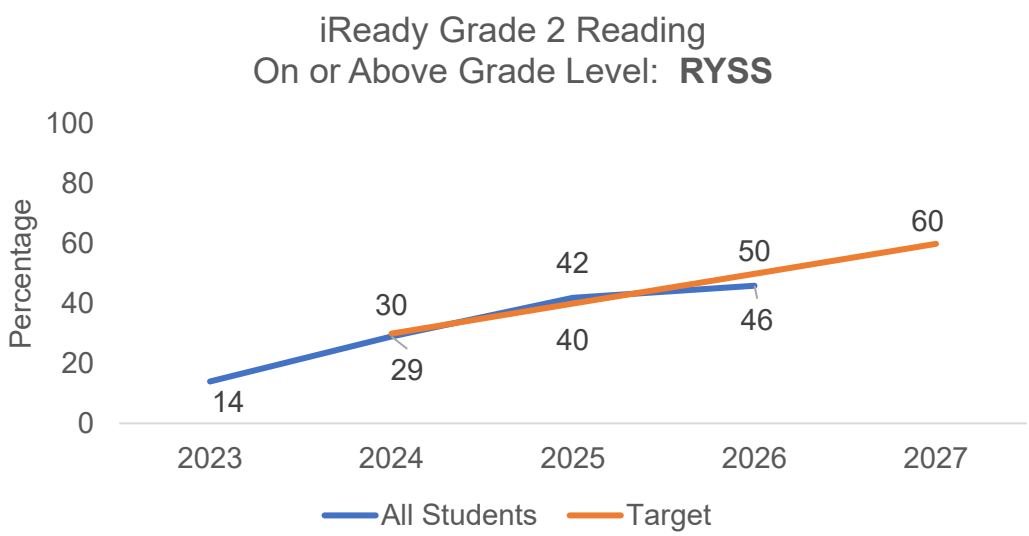
Goal Progress Measure 1.2 Grade 1 i-Ready Reading RYSS Primary at Broadway-English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	30%	30%	25%
2024 Actual	**41%**	**38%**	**34%**
2025 Target	40%	40%	35%
2025 Actual	**27%**	**25%**	**24%**
2026 Target	50%	50%	45%
2026 Actual	**45%**	**42%**	**43%**
2027 Target	60%	60%	55%

Goal Progress Measure 1.2 Grade 1 i-Ready Reading RYSS Primary at Broadway-Spanish Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	30%	30%	30%
2024 Actual	**60%**	**60%**	**60%**
2025 Target	40%	40%	40%
2025 Actual	**74%**	**74%**	**74%**
2026 Target	50%	50%	50%
2026 Actual	--	--	--
2027 Target	60%	60%	60%

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

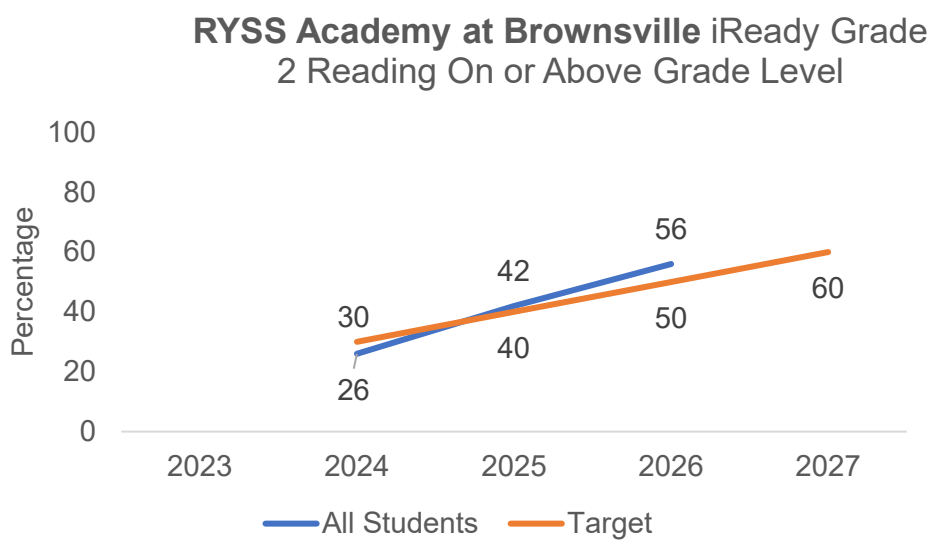
Goal Progress Measure 1.3	Evaluation
The percent of students in Grade 2 that score on or above grade level on the i-Ready reading assessment will increase from 14% in 2023 to 60% by June 2027.	Did Not Meet Target

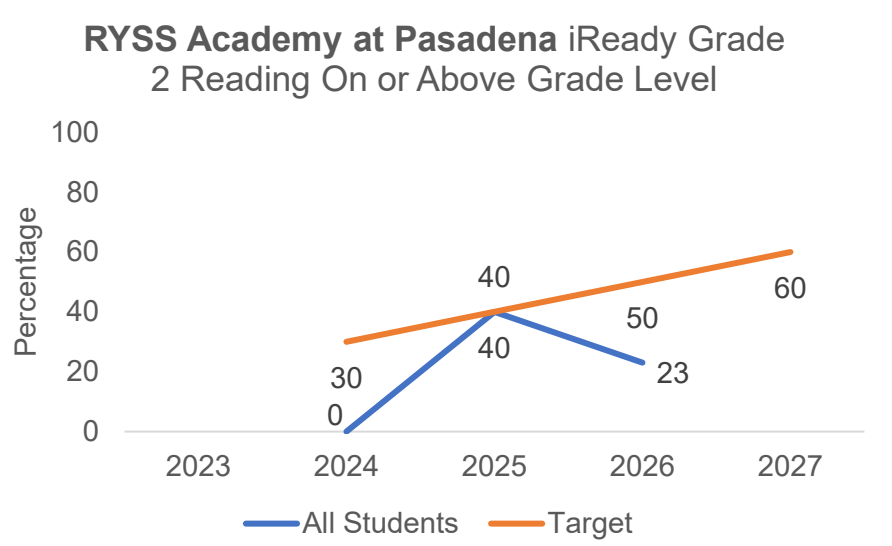


Data Sources and Notes

- 2023-2024 was the first year for the administration of the i-Ready reading assessment for the district as a whole, only one campus tested in 2022-2023.
- The i-Ready is a reading diagnostic administrered three times a year. These results reflect the End-of-Year testing for English assessments unless otherwise noted.

Goal Progress Measure 1.3 Campus Data

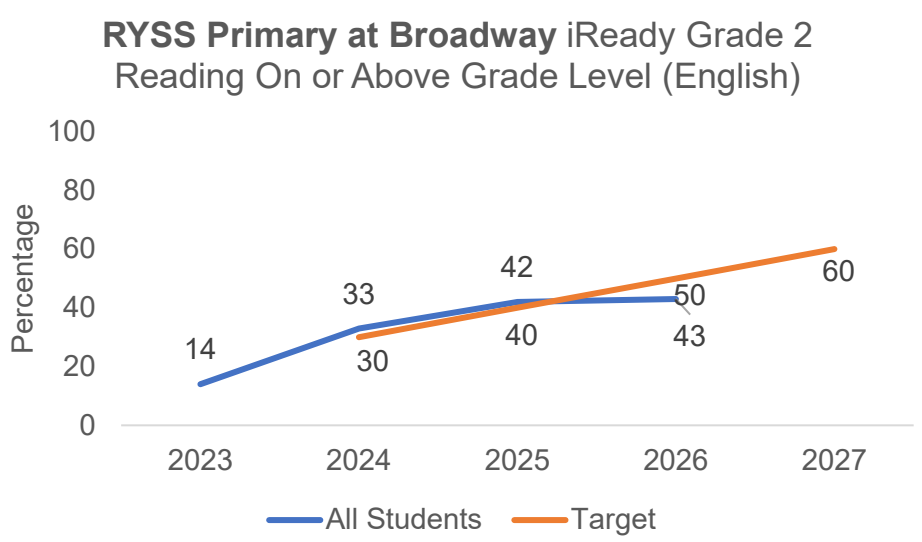


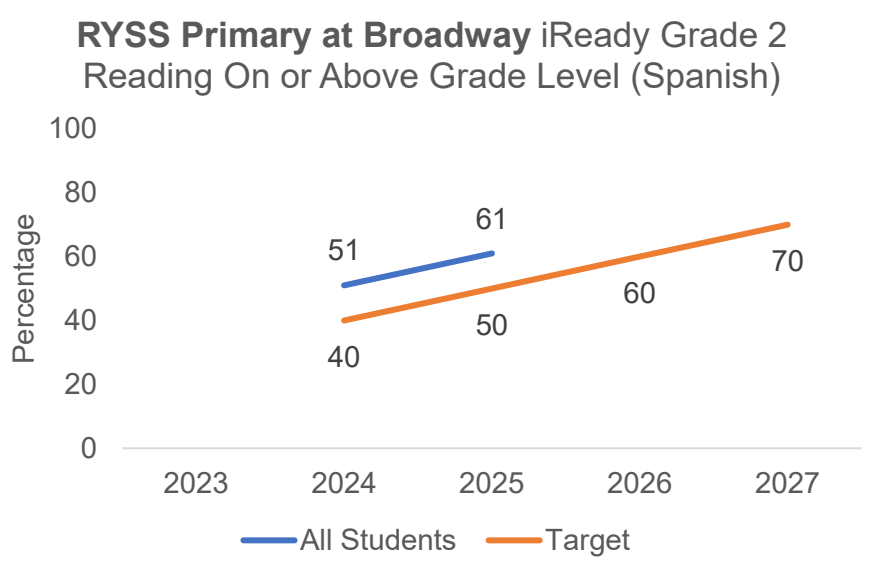


Data Sources and Notes

- 2023-2024 was the first year for the administration of the i-Ready reading assessment for the district as a whole, only one campus tested in 2022-2023.
- The i-Ready is a reading diagnostic administrered three times a year. These results reflect the End-of-Year testing for English assessments unless otherwise noted.

Goal Progress Measure 1.3 Campus Data





Data Sources and Notes

- 2023-2024 was the first year for the administration of the i-Ready reading assessment for the district as a whole, only one campus tested in 2022-2023.
- The i-Ready is a reading diagnostic administrered three times a year. These results reflect the End-of-Year testing for English assessments unless otherwise noted.
- For 2026, there were no Spanish testers in second grade at RYSS Primary School at Broadway.

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal Progress Measure 1.3 Grade 2 i-Ready Reading District-English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	30%	30%	25%
2024 Actual	**29%**	**27%**	**22%**
2025 Target	40%	40%	35%
2025 Actual	**42%**	**46%**	**47%**
2026 Target	50%	50%	45%
2026 Actual	**47%**	**44%**	**40%**
2027 Target	60%	60%	55%

Goal Progress Measure 1.3 Grade 2 i-Ready Reading RYSS Academy at Brownsville-English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	30%	30%	25%
2024 Actual	**25%**	**26%**	**19%**
2025 Target	40%	40%	35%
2025 Actual	**42%**	**48%**	**54%**
2026 Target	50%	50%	45%
2026 Actual	**56%**	**55%**	**47%**
2027 Target	60%	60%	55%

Goal Progress Measure 1.3 Grade 2 i-Ready Reading RYSS Academy at Pasadena -English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	30%	30%	25%
2024 Actual	*	*	*
2025 Target	40%	40%	35%
2025 Actual	**40%**	**25%**	*
2026 Target	50%	50%	45%
2026 Actual	**27%**	**17%**	**28%**
2027 Target	60%	60%	55%

"*" Less than 5 students tested

Goal Progress Measure 1.3 Grade 2 i-Ready Reading RYSS Primary at Broadway-English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	30%	30%	25%
2024 Actual	**31%**	**30%**	**25%**
2025 Target	40%	40%	35%
2025 Actual	**42%**	**53%**	**43%**
2026 Target	50%	50%	45%
2026 Actual	**45%**	**43%**	**39%**
2027 Target	60%	60%	55%

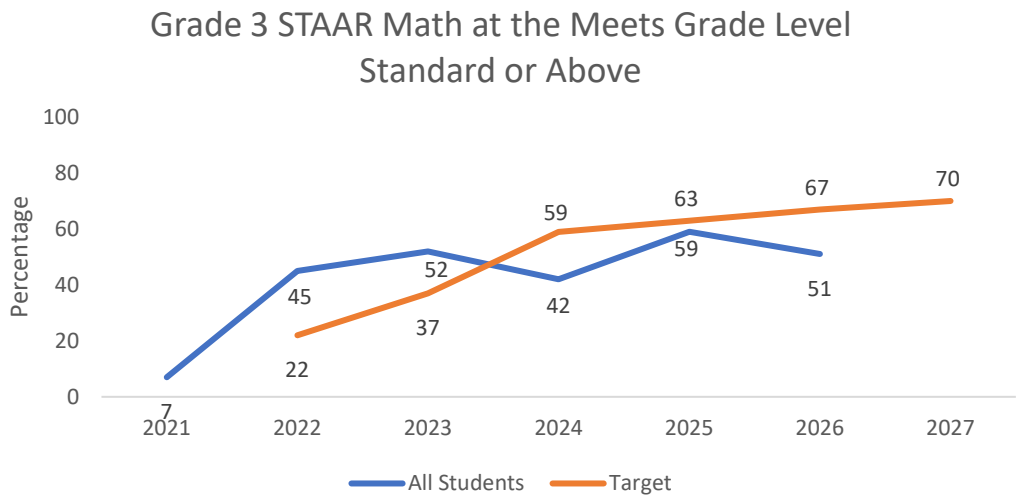
Goal Progress Measure 1.3 Grade 2 i-Ready Reading RYSS Primary at Broadway-Spanish Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	40%	40%	40%
2024 Actual	**51%**	**51%**	**51%**
2025 Target	50%	50%	50%
2025 Actual	**61%**	**61%**	**61%**
2026 Target	60%	60%	60%
2026 Actual	--	--	--
2027 Target	70%	70%	70%

Goal 1 - Superintendent's Response
District Response to Data: Reading Language Arts (RLA) Strategies for Coming Year ● Implement High-Quality Instructional Materials (HQIM) with fidelity across K-5 campuses--Bluebonnet Reading and Math ● Provide Professional Learning Community (PLC) training and protocols to all school leaders and reading language arts (RLA) content teachers during in-service ● Institute weekly PLC sessions at all schools for lesson internalization ● Provide summer workshop sessions for all PreK-12th grade RLA content teachers on instructional practices, scope and sequence, etc. ● Implement i-Ready and Summit K12 with intentional progress monitoring throughout the school year ● Optimize use of i-Ready and Summit K12 diagnostic data to achieve a minimum of 1.2 years of expected academic growth for students receiving Tier 2 and Tier 3 reading interventions ● Implement in-house Reading Academy training for all new PreK-3rd grade teachers to RYSS ● Increase language growth achievement for emergent bilingual students by integrating weekly Summit K12 progress monitoring into Tier 1 small group instructional planning ● Continue district common assessments: mirror the layout and cognitive rigor of STAAR redesigned item types

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal 2 Early Childhood Mathematics	
Goal 2	**Evaluation**
The percent of 3rd grade students that score Meets Grade Level or above on STAAR Math will increase from 7% in 2021 to 70% by June 2027.	Did Not Meet Target



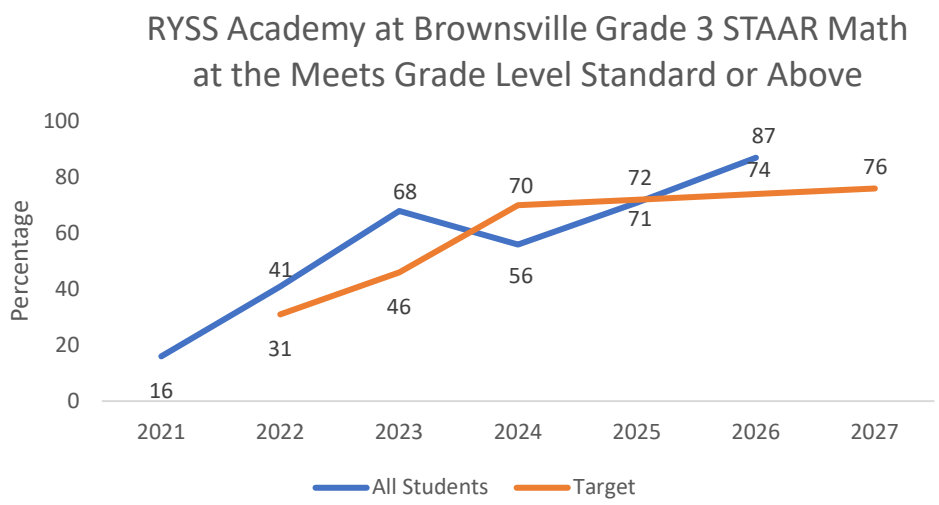
Data Sources and Notes

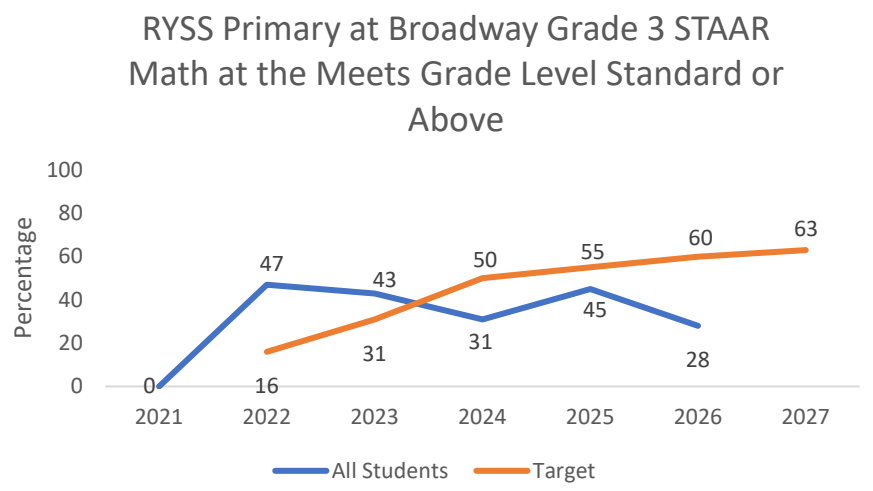
- Source: DMAC snapshot English and Spanish combined.
- Targets were adjusted after the Covid 19 pandemic using 2021 results.

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal 2 Campus Data





Data Sources and Notes

- Source: DMAC snapshot English and Spanish combined.
- Targets were adjusted after the Covid 19 pandemic using 2021 results.
- RYSS Academy at Pasadena will be shown once there are two years of Grade 3 STAAR data (2027).

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

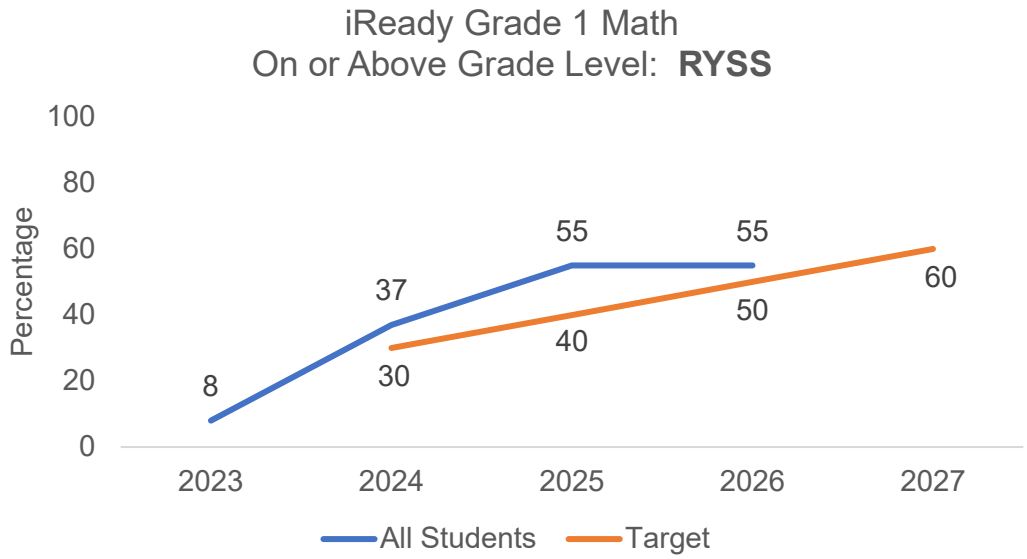
Goal 2 Early Childhood Mathematics District Closing the Gaps Student Groups Yearly Targets				Goal 2 Early Childhood Mathematics RYSS Academy at Brownsville Closing the Gaps Student Groups Yearly Targets				Goal 2 Early Childhood Mathematics RYSS Primary at Broadway Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL		Hispanic	Eco. Disadv.	EB/EL		Hispanic	Eco. Disadv.	EB/EL
2021 Actual	**7%**	**7%**	**8%**	2021 Actual	**16%**	**16%**	**18%**	2021 Actual	**0%**	**0%**	**0%**
2022 Target	22%	22%	22%	2022 Target	31%	31%	31%	2022 Target	16%	16%	16%
2022 Actual	**45%**	**45%**	**46%**	2022 Actual	**41%**	**43%**	**43%**	2022 Actual	**47%**	**46%**	**48%**
2023 Target	37%	37%	37%	2023 Target	46%	46%	46%	2023 Target	31%	31%	31%
2023 Actual	**52%**	**51%**	**49%**	2023 Actual	**68%**	**65%**	**66%**	2023 Actual	**43%**	**43%**	**39%**
2024 Target	59%	59%	59%	2024 Target	70%	70%	70%	2024 Target	50%	50%	50%
2024 Actual	**42%**	**40%**	**36%**	2024 Actual	**56%**	**54%**	**56%**	2024 Actual	**31%**	**30%**	**19%**
2025 Target	63%	63%	63%	2025 Target	72%	72%	72%	2025 Target	55%	55%	55%
2025 Actual	**59%**	**59%**	**53%**	2025 Actual	**71%**	**72%**	**69%**	2025 Actual	**45%**	**43%**	**41%**
2026 Target	67%	67%	67%	2026 Target	74%	74%	74%	2026 Target	60%	60%	60%
2026 Actual	**52%**	**50%**	**50%**	2026 Actual	**87%**	**85%**	**88%**	2026 Actual	**29%**	**28%**	**25%**
2027 Target	70%	70%	70%	2027 Target	76%	76%	76%	2027 Target	63%	63%	63%

2024-2027 targets adjusted and approved by board.

Raul Yzaguirre Schools for Success

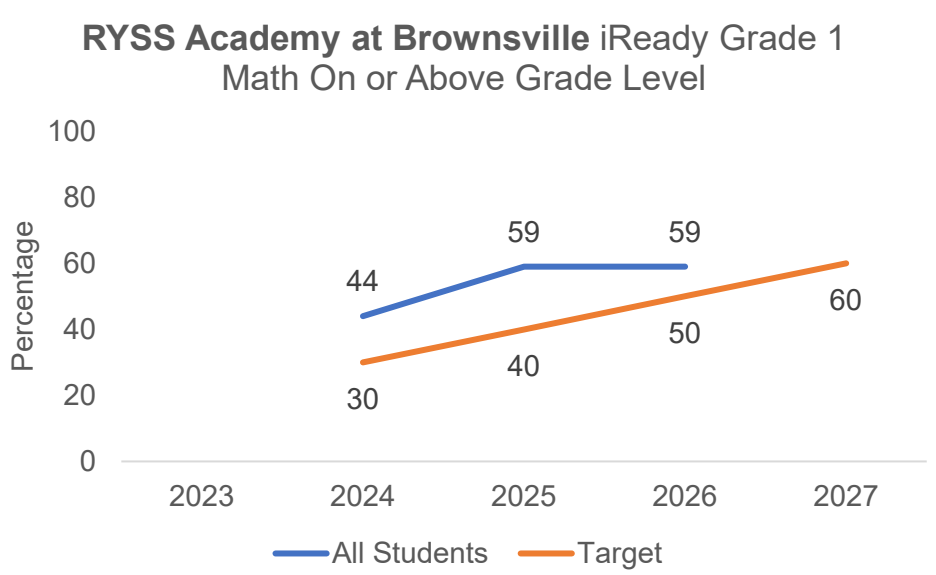
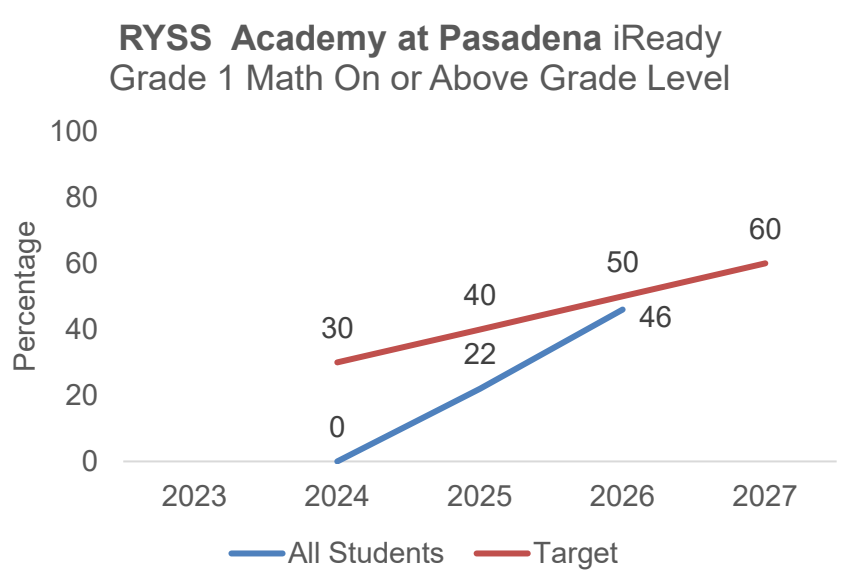
Goal Monitoring Report – 2025-2026

Goal Progress Measure 2.1	Evaluation
The percent of students in Grade 1 that score on or above grade level on the i-Ready math assessment will increase from 8% in 2023 to 60% by June 2027.	Met Target



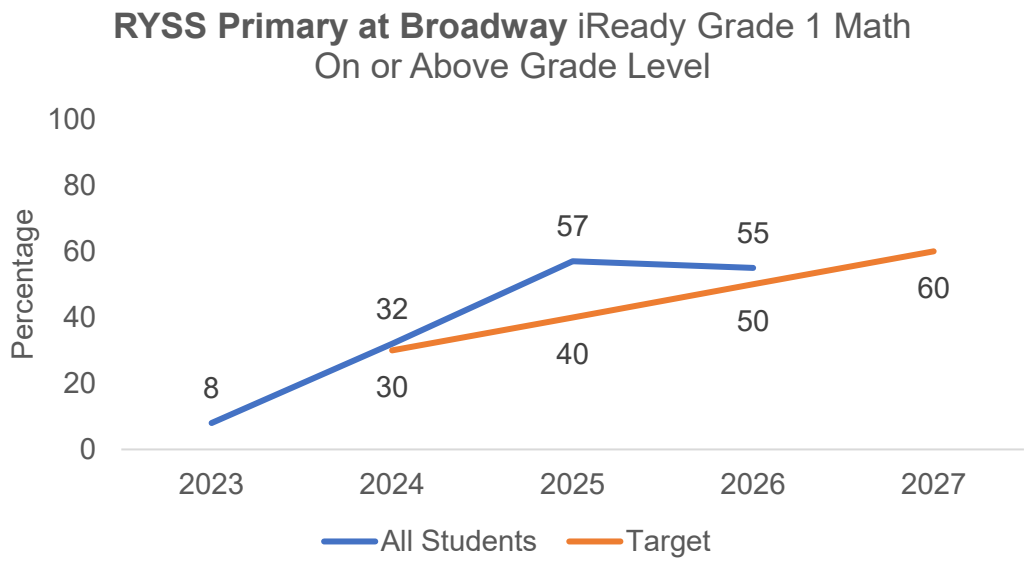
Data Sources and Notes

- 2023-2024 was the first year for the administration of the i-Ready math assessment for the district as a whole, only one campus tested in 2022-2023.
- The i-Ready is a math diagnostic administrered three times a year. These results reflect the End-of-Year testing for English assessments.

Goal Progress Measure 2.1 Campus Data	
	

Data Sources and Notes

- 2023-2024 was the first year for the administration of the i-Ready math assessment for the district as a whole, only one campus tested in 2022-2023.
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Goal Progress Measure 2.1 Campus Data	
	

Data Sources and Notes

- 2023-2024 was the first year for the administration of the i-Ready math assessment for the district as a whole, only one campus tested in 2022-2023.
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Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal Progress Measure 2.1 Grade 1 i-Ready Math District-English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	30%	30%	30%
2024 Actual	**37%**	**36%**	**32%**
2025 Target	40%	40%	40%
2025 Actual	**56%**	**43%**	**47%**
2026 Target	50%	50%	50%
2026 Actual	**55%**	**54%**	**54%**
2027 Target	60%	60%	60%

Goal Progress Measure 2.1 Grade 1 i-Ready Math RYSS Academy at Brownsville-English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	30%	30%	30%
2024 Actual	**44%**	**45%**	**38%**
2025 Target	40%	40%	40%
2025 Actual	**59%**	**40%**	**33%**
2026 Target	50%	50%	50%
2026 Actual	**59%**	**59%**	**56%**
2027 Target	60%	60%	60%

Goal Progress Measure 2.1 Grade 1 i-Ready Math RYSS Academy at Pasadena -English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	30%	30%	30%
2024 Actual	*	*	*
2025 Target	40%	40%	40%
2025 Actual	**29%**	**17%**	*
2026 Target	50%	50%	50%
2026 Actual	**43%**	**43%**	**50%**
2027 Target	60%	60%	60%

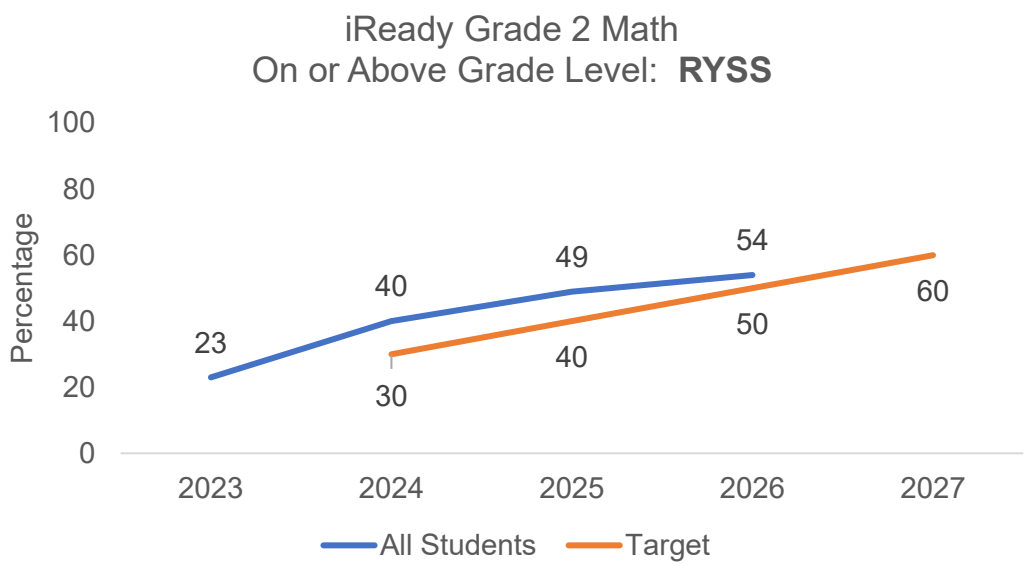
"*" Less than 5 students tested

Goal Progress Measure 2.1 Grade 1 i-Ready Math RYSS Primary at Broadway-English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	30%	30%	30%
2024 Actual	**32%**	**27%**	**29%**
2025 Target	40%	40%	40%
2025 Actual	**57%**	**49%**	**59%**
2026 Target	50%	50%	50%
2026 Actual	**55%**	**53%**	**54%**
2027 Target	60%	60%	60%

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal Progress Measure 2.2	Evaluation
The percent of students in Grade 2 that score on or above grade level on the i-Ready math assessment will increase from 23% in 2023 to 60% by June 2027.	Met Target



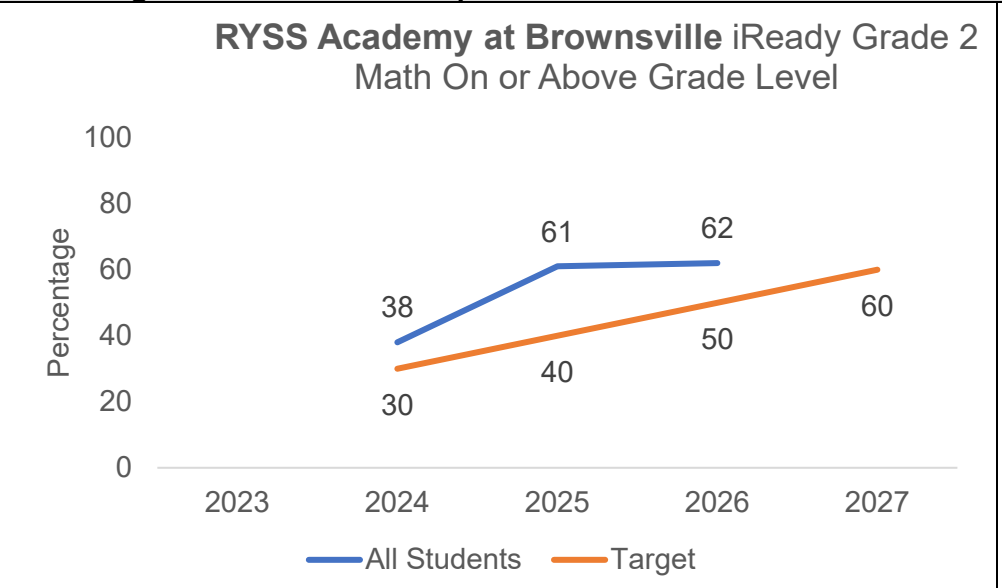
Data Sources and Notes

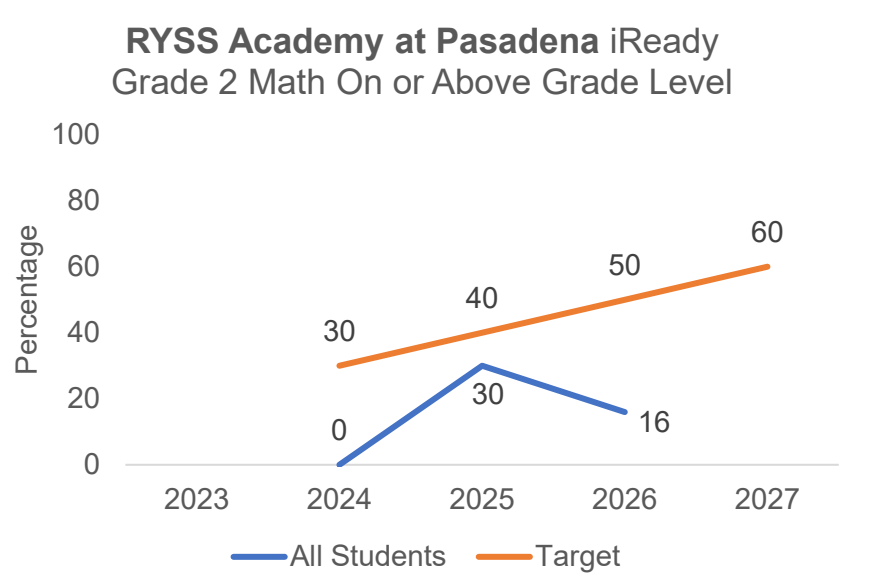
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- The i-Ready is a math diagnostic administrered three times a year. These results reflect the End-of-Year testing for English assessments.

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal Progress Measure 2.2 Campus Data

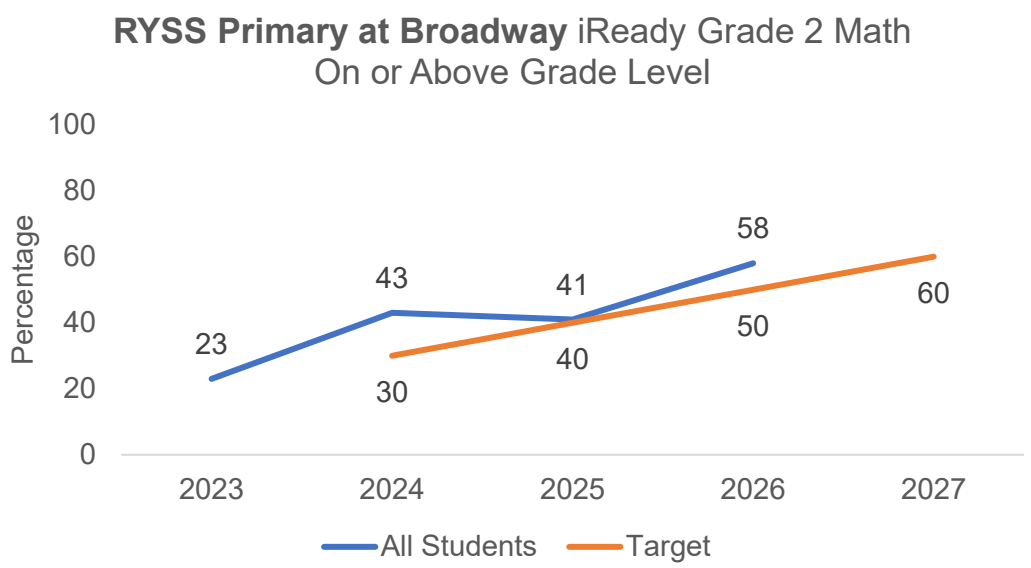




Data Sources and Notes

- 2023-2024 was the first year for the administration of the i-Ready math assessment for the district as a whole, only one campus tested in 2022-2023.
- The i-Ready is a math diagnostic administrered three times a year. These results reflect the End-of-Year testing for English assessments.

Goal Progress Measure 2.2 Campus Data



Data Sources and Notes

- 2023-2024 was the first year for the administration of the i-Ready math assessment for the district as a whole, only one campus tested in 2022-2023.
- The i-Ready is a math diagnostic administrered three times a year. These results reflect the End-of-Year testing for English assessments.

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal Progress Measure 2.2 Grade 2 i-Ready Math District-English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	30%	30%	30%
2024 Actual	**40%**	**41%**	**39%**
2025 Target	40%	40%	40%
2025 Actual	**49%**	**44%**	**43%**
2026 Target	50%	50%	50%
2026 Actual	**56%**	**55%**	**57%**
2027 Target	60%	60%	60%

Goal Progress Measure 2.2 Grade 2 i-Ready Math RYSS Academy at Brownsville-English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	30%	30%	30%
2024 Actual	**38%**	**39%**	**39%**
2025 Target	40%	40%	40%
2025 Actual	**61%**	**62%**	**82%**
2026 Target	50%	50%	50%
2026 Actual	**60%**	**54%**	**59%**
2027 Target	60%	60%	60%

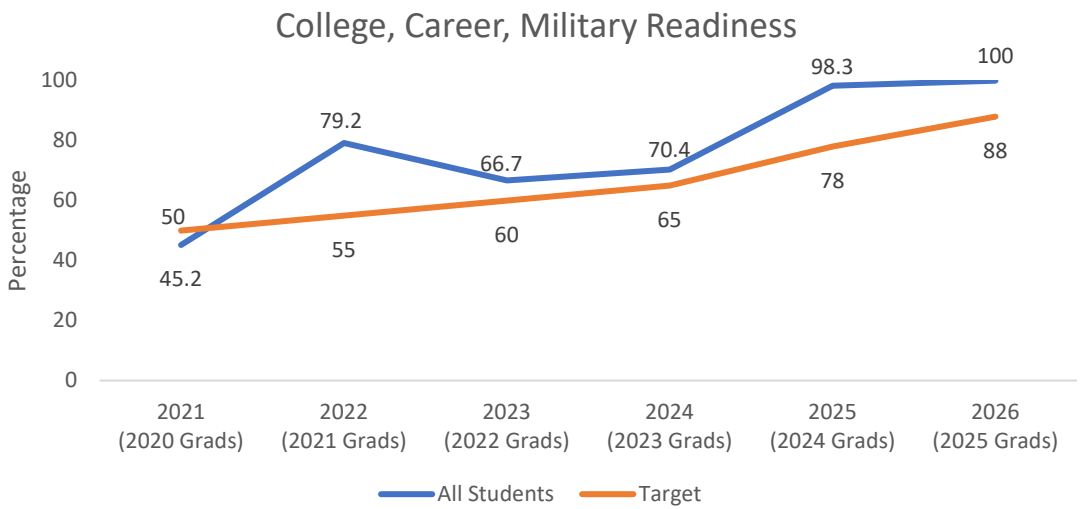
Goal Progress Measure 2.2 Grade 2 i-Ready Math RYSS Academy at Pasadena -English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	30%	30%	30%
2024 Actual	*	*	*
2025 Target	40%	40%	40%
2025 Actual	**30%**	**13%**	*
2026 Target	50%	50%	50%
2026 Actual	**18%**	**8%**	**14%**
2027 Target	60%	60%	60%

"*" Less than 5 students tested

Goal Progress Measure 2.2 Grade 2 i-Ready Math RYSS Primary at Broadway-English Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL
2024 Target	30%	30%	30%
2024 Actual	**45%**	**45%**	**40%**
2025 Target	40%	40%	40%
2025 Actual	**41%**	**37%**	**14%**
2026 Target	50%	50%	50%
2026 Actual	**60%**	**58%**	**61%**
2027 Target	60%	60%	60%

Goal 2 - Superintendent's Response
District Response to Data: Mathematics Strategies for Coming Year • Implement TEA/IMRA-approved High Quality Instructional Materials (Bluebonnet Math) with fidelity across all K-5 campuses • Provide Professional Learning Community (PLC) training and protocols to all school leaders and math content teachers during in-service • Institute weekly PLC sessions at all schools for lesson internalization • Provide summer workshop sessions for all PreK-12th grade math content teachers on instructional practices, scope and sequence, etc. • Utilize district professional development days with a focus on math instruction • Focus on early numeracy skills and problem solving in PreK-3 • Implement small group instruction focused on essential standards (data-driven instruction) in partnership with the Blended Learning Grant • Implement i-Ready and Summit K12 with intentional progress monitoring throughout the school year • Continue district common assessments: mirror the layout and cognitive rigor of STAAR redesigned item types

Goal 3 College, Career, and Military Readiness	
Goal 3	**Evaluation**
The percent of graduates that meet College, Career and Military (CCMR)* criteria will increase from 45% in July 2021 to 88% by July 2026.	Met Target



Support Data

- *Domain 1 State Accountability Calculation; one-year lagging indicator. Source: State accountability data tabels.
- Starting with the 2022 graduates, TEA placed a cap of 5 or 20% whichever is higher on the number of graduates who are using only an Industry Based Certification off the “sunset list” to make CCMR. The rates for 2022 graduates and 2023 graduates were impacted by this cap.
- RYSS Early College at Broadway data are the same as the district.

Raul Yzaguirre Schools for Success

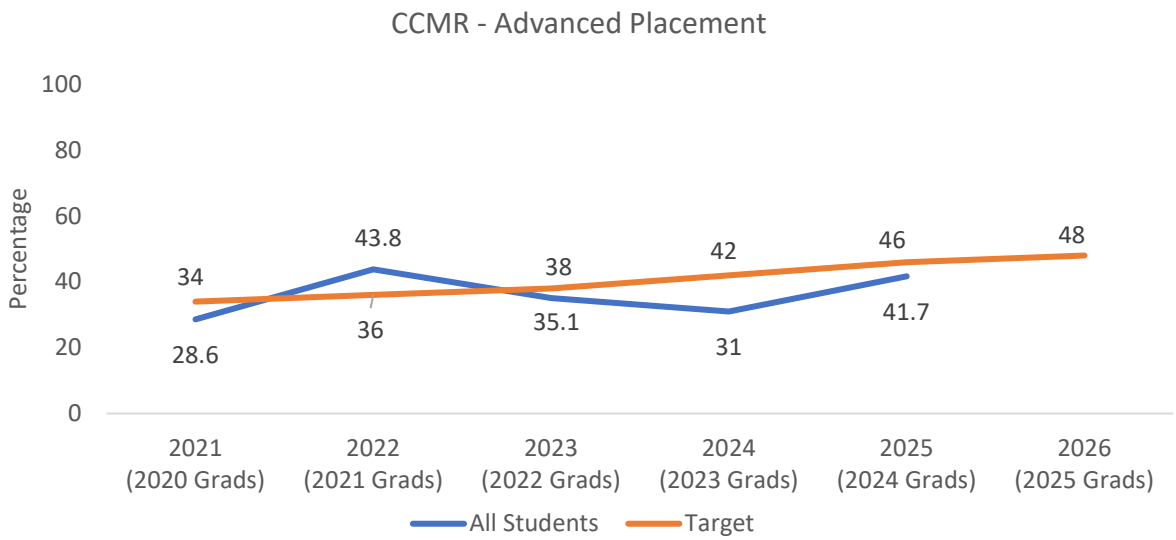
Goal Monitoring Report – 2025-2026

Goal 3 College, Career, and Military Readiness District Closing the Gaps Student Groups Yearly Targets				Goal 3 College, Career, and Military Readiness RYSS Early College at Broadway Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL		Hispanic	Eco. Disadv.	EB/EL
2022 (Class of 2021) Target	55%	55%	26%	2022 (Class of 2021) Target	55%	55%	26%
2022 (Class of 2021) Actual	**79%**	**78%**	**59%**	2022 (Class of 2021) Actual	**79%**	**78%**	**59%**
2023 (Class of 2022) Target	60%	60%	34%	2023 (Class of 2022) Target	60%	60%	34%
2023 (Class of 2022) Actual	**67%**	**67%**	**67%**	2023 (Class of 2022) Actual	**67%**	**67%**	**67%**
2024 (Class of 2023) Target	65%	65%	42%	2024 (Class of 2023) Target	65%	65%	42%
2024 (Class of 2023) Actual	**70%**	**70%**	**70%**	2024 (Class of 2023) Actual	**70%**	**70%**	**70%**
2025 (Class of 2024) Target	78%	78%	50%	2025 (Class of 2024) Target	78%	78%	50%
2025 (Class of 2024) Actual	**98%**	**100%**	**100%**	2025 (Class of 2024) Actual	**98%**	**100%**	**100%**
2026 (Class of 2025) Target	88%	88%	58%	2026 (Class of 2025) Target	88%	88%	58%
2026 (Class of 2025) Actual	**100%**	**100%**	**100%**	2026 (Class of 2025) Actual	**100%**	**100%**	**100%**

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal Progress Measure 3.1	Evaluation
The percent of CCMR students that meet criterion on an AP examination will increase from 28.6% in August 2021 to 48% by August 2026.	Did Not Meet Target; showed significant progress toward target



Support Data

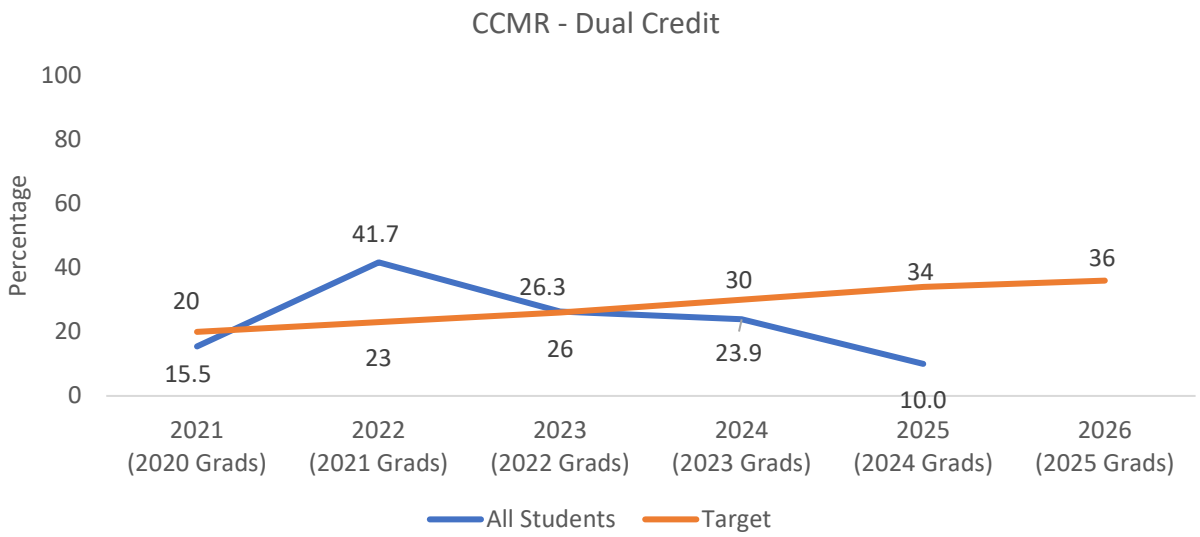
- Source: TEA CCMR report for annual graduates and TAPR.
- Criterion is a score of 3 or higher on any Advanced Placement (AP) exam taken within four years of graduating from high school.
- RYSS Early College at Broadway data are the same as the district.
- 2025 graduate data will not be available until the release of the state's TAPR in November 2026.

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal Progress Measure 3.1 Advanced Placement District Closing the Gaps Student Groups Yearly Targets				Goal Progress Measure 3.1 Advanced Placement RYSS Early College at Broadway Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL		Hispanic	Eco. Disadv.	EB/EL
2022 (Class of 2021) Target	36%	36%	24%	2022 (Class of 2021) Target	36%	36%	24%
2022 (Class of 2021) Actual	**44%**	**41%**	**20%**	2022 (Class of 2021) Actual	**44%**	**41%**	**20%**
2023 (Class of 2022) Target	38%	38%	26%	2023 (Class of 2022) Target	38%	38%	26%
2023 (Class of 2022) Actual	**35%**	**36%**	**27%**	2023 (Class of 2022) Actual	**35%**	**36%**	**27%**
2024 (Class of 2023) Target	42%	42%	30%	2024 (Class of 2023) Target	42%	42%	30%
2024 (Class of 2023) Actual	**31%**	**30%**	**20%**	2024 (Class of 2023) Actual	**31%**	**30%**	**20%**
2025 (Class of 2024) Target	46%	46%	34%	2025 (Class of 2024) Target	46%	46%	34%
2025 (Class of 2024) Actual	**42%**	**42%**	**35%**	2025 (Class of 2024) Actual	**42%**	**42%**	**35%**
2026 (Class of 2025) Target	48%	48%	38%	2026 (Class of 2025) Target	48%	48%	38%

Goal Progress Measure 3.2	Evaluation
The percent of CCMR students that meet the threshold for passing dual credit courses will increase from 15.5% in August 2021 to 36% by August 2026.	Did Not Meet Target



Support Data

- Source: TEA CCMR report for annual graduates and TAPR.
- Students who earn three college credits in mathematics or English Language Arts or nine college credits in any other content area within four years of graduating from high school meet the state's threshold.
- RYSS Early College at Broadway data are the same as the district.
- 2025 graduate data will not be available until the release of the state's TAPR in November 2026.

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Goal Progress Measure 3.2 Dual Credit District Closing the Gaps Student Groups Yearly Targets				Goal Progress Measure 3.2 Dual Credit RYSS Early College at Broadway Closing the Gaps Student Groups Yearly Targets			
	Hispanic	Eco. Disadv.	EB/EL		Hispanic	Eco. Disadv.	EB/EL
2022 (Class of 2021) Target	23%	23%	0%	2022 (Class of 2021) Target	23%	23%	0%
2022 (Class of 2021) Actual	**42%**	**41%**	**0%**	2022 (Class of 2021) Actual	**42%**	**41%**	**0%**
2023 (Class of 2022) Target	26%	26%	2%	2023 (Class of 2022) Target	26%	26%	2%
2023 (Class of 2022) Actual	**26%**	**27%**	**0%**	2023 (Class of 2022) Actual	**26%**	**27%**	**0%**
2024 (Class of 2023) Target	30%	30%	4%	2024 (Class of 2023) Target	30%	30%	4%
2024 (Class of 2023) Actual	**23%**	**25%**	**4%**	2024 (Class of 2023) Actual	**23%**	**25%**	**4%**
2025 (Class of 2024) Target	34%	34%	6%	2025 (Class of 2024) Target	34%	34%	6%
2025 (Class of 2024) Actual	**10%**	**10%**	**0%**	2025 (Class of 2024) Actual	**10%**	**10%**	**0%**
2026 (Class of 2025) Target	36%	36%	8%	2026 (Class of 2025) Target	36%	36%	8%

Goal 3 - Superintendent's Response
Advanced Placement: • AP course enrollment increased for 2025-2026. • Students receive College Board© accounts with individual module support for AP exams. • Home access to College Board© test prep materials is available. • AP Symposiums are held every month on Saturday to help support the learning and prepare students for the AP exams. • Teachers are certified and trained by College Board© at Rice University which is a critical support. • Pre-AP classes have been added to the middle school curriculum which are aligned to AP courses in high school. Dual Credit Program Transition & Impact • 2020: Phased out Associate of Arts dual credit model and implemented Pharmacy Technology (P-TECH) pathway • 2023: Completed phase-out of Associate of Arts program with final graduating cohort • 2024: First P-TECH cohort graduated, completing full program transition Dual Credit Enrollment Growth Increased dual credit participation to 73 students in the following programs: • Real Estate: 11 • Structural Welding: 32 • Pharmacy Technician: 25 • Associate of Arts Pathway: 5 • Expanding Access to Dual Enrollment • 2023–2024: Implemented UT OnRamps Chemistry for all sophomores • 2024–2025: Expanded UT OnRamps to seniors with College Algebra and Economics • Class of 2025 - 75 seniors completed 2 UT OnRamps courses

Raul Yzaguirre Schools for Success

Goal Monitoring Report – 2025-2026

Board Goals Summary

Goal	Measure	Prior Year Result	Current Year Result	Target	Evaluation of Target
Goal 1	**Early Childhood Literacy (Grade 3 STAAR Reading)**	**48**	**59** ↑	**62**	**Did Not Meet**
GPM 1.1	Kindergarten i-Ready Reading	56	62 ↑	60	**Met**
GPM 1.2	Grade 1 i-Ready Reading	33	49 ↑	50	**Did Not Meet**
GPM 1.3	Grade 2 i-Ready Reading	42	46 ↑	50	**Did Not Meet**
Goal 2	**Early Childhood Mathematics (Grade 3 STAAR Math)**	**59**	**51** ↓	**67**	**Did Not Meet**
GPM 2.1	Grade 1 i-Ready Math	55	55 --	50	**Met**
GPM 2.2	Grade 2 i-Ready Math	49	54 ↑	50	**Met**
Goal 3	**College, Career, and Military Readiness**	**98**	**100** ↑	**88**	**Met**
GPM 3.1	CCMR-Advanced Placement Exams	31	42 ↑	46	**Did Not Meet**
GPM 3.2	CCMR-Dual Credit	24	10 ↓	34	**Did Not Meet**

Arrows indicate comparison to prior year's data.

- Seven of the ten indicators showed improvement from the prior year.
- Four of the ten indicators met the 2025-2026 target.

Office of the Chief Executive Officer and Superintendent of Schools
Board of Directors Meeting of October 27, 2026

BOARD ACTION ITEM

SUBJECT: **APPROVAL OF THE MINUTES OF THE OCTOBER 6, 2026, MEETING OF TEJANO CENTER/RYSS TEXAS PUBLIC SCHOOLS BOARD OF DIRECTORS**

BACKGROUND: Minutes of the October 6, 2026, meeting of Tejano Center/RYSS Board of Directors are presented.

RECOMMENDATION: That the Board approve the minutes of the October 6, 2026, meeting of Tejano Center/RYSS Texas Public Schools Board of Directors.

COST: **N/A**

FUNDS TO BE USED: **N/A**

ATTACHMENT(S): **Tejano Center/RYSS Texas Public Schools Board of Directors Meeting Minutes October 6, 2026**

Submitted by: _____
Dr. Adriana Tamez
President/CEO & Superintendent of Schools
Tejano Center/RYSS Texas Public Schools

Staff Resource(s): Graciana “Graci” Garces, Chief Strategy & External Affairs Officer

Approved by Board on: _____
Date

TEJANO CENTER

RYSS TEXAS PUBLIC SCHOOLS
2950 Broadway, Houston, Texas 77017

Phone: 713-640-3700 FAX: 713-644-6232
www.tejanocenter.org

"The mission of the Tejano Center is to develop education, social, health, and community institutions that empower families to transform their lives."

PUBLIC NOTICE

Meeting Agenda for Tuesday, October 6, 2026

Notice is hereby given that the Board of Directors of Tejano Center will hold its regular meeting on October 6, 2026, at 5:30 pm. This meeting is open to the public, and community input is welcomed during the time designated for public comment. Members of the Board and public may attend the regular meeting via web conferencing at **https://bit.ly/TejanoCenter-RYSS-BoardMeeting** as allowed by Texas Government Code Â§ 551.127 with the principal location containing audio-visual equipment for use by the Board and public and where the presiding member is physically present, and the location is open to the public. If a member of the public can provide testimony or otherwise wishes to participate in the meeting when public input is permitted, but lacks the necessary technology, such will be provided at Tejano Center, 2950 Broadway Street, Houston, TX 77017. The Board will consider, discuss, and adopt such orders, resolutions, and/or motions, and take direct or indirect actions as may be necessary, convenient, or desirable with respect to the matters outlined in this agenda.

October 6, 2026 at 5:30 PM - Board Meeting

1. **CALL TO ORDER** (2 minutes) **5:31pm**
2. **PRAYER** (3 minutes) **Margarita Dunlap**
3. **PLEDGE OF ALLEGIANCE/TEXAS PLEDGE** (2 minutes) **Marco Martinez**
4. **ROLL CALL** (3 minutes)

Attendee Name	Title	Status	Arrived	Departed
David Corpus	Board Chair	Present – In Person	5:31 PM	
Anthony Magdaleno	Board Vice Chair	Present – In Person	5:48 PM	
Margaret Dunlap	Board Secretary	Present – In Person	5:31 PM	
Maria Gonzalez	Board Member	Present – In Person	6:02 PM	
Marco Martinez	Board Member	Present – In Person	5:31 PM	
Gina De Leon	Board Member	Absent	-----	
Genesis Loera	Board Member	Present – In Person	5:34 PM	

5. **PUBLIC COMMENT** (7-10 minutes) The request must include the name of speaker, telephone, number and email address of the speaker, and the topic of the intended comments, to Maribel.Guerra@tejanocenter.org. Those doing so will be allowed to address the board for a maximum of three minutes. Individuals will address the board in the order that they have signed in. Alternatively, the individual may email comments to the above email address.

No one signed up to speak.

6. **PRESIDENT'S PRESENTATIONS & UPDATES**

6.a. **RYSS TEXAS PUBLIC SCHOOLS 2026 ACCOUNTABILITY RATINGS**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Mayra Ramon, Chief of Schools; Carla Stevens

Carla Stevens presented data overview. Reported that RYSS Middle School scored a 57 (F) in Domain 3 – Closing the Gaps. Noted that state bottom 5% would be included in "Comprehensive Support & Improvement School" List. The 5% cutoff was 57; which places RYSS Middle School at Broadway on the Comprehensive Support & Improvement School List.

Mayra Ramon noted that RYSS has a deadline of November 20, 2026 to submit an Improvement Plan. Further noted that RYSS Middle School at Broadway will remain on this list for 2 years – 2027-2028 and 2028-2029; the school has to perform better than the 57 both years in order to be removed from the list.

Dr. Tamez emphasized that this is only one school and not to our standard.

Genesis Loera inquired about any patterns that were noticed since the school went from an A to an F. Dr. Tamez highlighted high SPED and bilingual population, in addition to change in staffing.

Margarita Dunlap noted that RYSS has been here before and will get out of it.

Marco Martinez requested a performance comparison of RYSS Middle School at Broadway from 2024-2025 to 2025-2026.

7. **ACTION ITEMS**

7.a. **APPROVAL OF THE MINUTES OF THE AUGUST 25, 2026, MEETING OF TEJANO CENTER /RYSS TEXAS PUBLIC SCHOOLS**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Graciana "Graci" Garces, MPAff, Chief Strategy & External Affairs Officer

Motion made by Dunlap; Seconded by Martinez; MOTION PASSED.

7.b. **APPROVAL OF AUGUST 2026 UNAUDITED FINANCIAL STATEMENTS FOR RYSS (OFFICIALLY OPERATING AS RAUL YZAGUIRRE SCHOOLS FOR SUCCESS) AND TEJANO CENTER (OFFICIALLY OPERATING AS TEJANO CENTER FOR COMMUNITY CONCERNS) – NON-SCHOOL**

Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Marcia Leiva, Chief Financial Officer

Motion made by Dunlap; Seconded by Martinez; MOTION PASSED.

7.c. **RATIFICATION OF MONTHLY DISBURSEMENT REPORT/VENDOR CUMULATIVE PAYMENTS FOR AUGUST 2026 TO INCLUDE PROCUREMENT PROCESS AND EXPENDITURE APPROVALS**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Marcia Leiva, Chief Financial Officer

Motion made by Dunlap; Seconded by Martinez; MOTION PASSED.

7.d. **APPROVAL OF THE RENEWAL OF THE I-READY CURRICULUM ASSOCIATES SOFTWARE FOR RYSS TEXAS PUBLIC SCHOOLS IN THE AMOUNT OF $73,565.60 FOR FISCAL YEAR 2026-2027**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Mayra Ramon, Chief of Schools; Marcia Leiva, Chief Financial Officer

Dr. Tamez elaborated that this was a grant to support Math and Reading.

Motion made by Magdaleno; Seconded by Loera; MOTION PASSED.

7.e. **APPROVAL OF THE AWARD OF RFP 25/26-6-JA TO THE FOLLOWING VENDORS DETERMINED TO PROVIDE THE BEST VALUE FOR CONTRACTED SERVICES, INCLUDING CONSULTING, ADVISORY, TRAINING, AND AFTER-SCHOOL SERVICES, FOR FISCAL YEAR 2026–2027: YOUNG AUDIENCES; LIDIA CORTES; VICTOR AVILA; ROBOTICS ACADEMY; MOTIVATIONAL SPEAKER; SKIE SOCCER STARS; BRIGHT THINKER; EDSYNC LLC; CHILDREN COME CLICK EDUCATION; NETXPLORE GROUP LLC; MARITZA REYNA; JUAN TORRES; SOLUTIONS TREE; ONE FOURTH CONSULTING JG CONSULTING; MEDLEY LEARNING; MEDLEY LEARNING; SUNBELT SOLAR LLC**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Marcia Leiva, Chief Financial Officer; Juan J. Santos, M.Ed., Chief Operations Officer

Margarita Dunlap asked if this was an open RFP. Marcia said it was not; the vendors were only chosen as eligible contractors; will go to board if schools engage. David Corpus clarified that this was like a "Preferred Vendor" list. Sandy Gomez (Legal Counsel) shared that most of these vendors would not break the board approval threshold. Marco Martinez asked that the totals be reviewed as they didn't seem to add up. Dr. Tamez asked Marcia if the totals were correct. Marcia confirmed they were and those listed are eligible.

Motion made by Magdaleno; Seconded by Loera; MOTION PASSED.

7.f. **RATIFICATION OF APPROVAL OF FIRST AMENDMENT TO LOAN AGREEMENT BETWEEN TEJANO CENTER AND EFF AND**

SUPPLEMENTAL MASTER TRUST INDENTURE NO.3 BETWEEN TEJANO CENTER AND BOKF AMENDING THE MTI
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools

Genesis Loera asked for clarification on cost. Dr. Tamez said all had attorneys and their fees are included.

Motion made by Magdaleno; Seconded by Martinez; MOTION PASSED.

7.g. **APPROVAL OF SERVICE CONTRACT FOR LAURA AGUIRRE IN AN AMOUNT NOT TO EXCEED $54,400 TO PROVIDE SUPPORTIVE SERVICES, INCLUDING BUT NOT LIMITED TO BOARD AGENDA DEVELOPMENT AND CREDIT CARD RECONCILIATION FOR FISCAL YEAR 2026-2027**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Marcia Leiva, Chief Financial Officer

Margarita Dunlap inquired about the extent to which Laura Aguirre work on board agenda. Dr. Tamez confirmed that it was mostly the formatting and packaging of agenda and reconciliation for business office. Anthony Magdaleno shared he understood how this is better than using employee manpower.

Motion made by Magdaleno; Seconded by Martinez; MOTION PASSED.

7.h. **APPROVAL OF SERVICE AGREEMENT WITH YELLOWSTONE LANDSCAPE IN AN AMOUNT NOT TO EXCEED $78,206 TO PROVIDE LANDSCAPE MAINTENANCE FOR THE 2026-2027 SCHOOL YEAR**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Juan J. Santos, M.Ed., Chief Operations Officer

Genesis Loera noted that the amounts did not match. Marcia Leiva explained that Yellowstone's proposal included September 2026, but they didn't start until October.

Motion made by Magdaleno; Seconded by Dunlap; MOTION PASSED.

7.i. **APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN RYSS ACADEMY AT BROWNSVILLE AND PROMESA COLLEGE PREP BROWNSVILLE FOR SHELTERING AND MASS CARE FACILITIES FOR STUDENT-PARENT REUNIFICATION AND EMERGENCY OPERATIONS**
Speaker(s): Dr. Adriana Tamez, President/ CEO & Superintendent of Schools; Juan J. Santos, M.Ed., Chief Operations Officer

Marco Martinez asked if Promesa is using our school. Dr. Tamez confirmed they are.

Motion made by Martinez; Seconded by Magdaleno; MOTION PASSED.

7.j. **APPROVAL OF AMENDMENT TO THE AGREEMENT WITH STEM DETECTIVES (ORIGINALLY APPROVED ON AUGUST 25, 2026) FOR THE**

2026-2027 SCHOOL YEAR TO EXPAND SCIENCE INSTRUCTIONAL COACHING, PROFESSIONAL DEVELOPMENT, AND CURRICULUM SUPPORT AT AN AMOUNT NOT TO EXCEED $77,500
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Mayra Ramon, Chief of Schools

Anthony Magdaleno asked if this was for current need or anticipated. Dr. Tamez confirmed it is for current need.

Motion made by Magdaleno; Seconded by Dunlap; MOTION PASSED.

7.k. **APPROVAL OF THE DISTRICT AND CAMPUS IMPROVEMENT PLANS FOR THE 2026-2027 SCHOOL YEAR**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Mayra Ramon, Chief of Schools

Dr. Tamez advised board that the plans are lengthy and printed for their review.

Motion made by Magdaleno; Seconded by Martinez; MOTION PASSED.

7.l. **APPROVAL OF AMENDMENTS TO THE 2026–2027 EMPLOYEE HANDBOOK (ORIGINALLY APPROVED AT AUGUST 4, 2026 BOARD MEETING) FOR THE PURPOSE OF UPDATING PAYROLL SCHEDULES AND DISTRIBUTION PRACTICES AND STRENGTHENING TIME, EFFORT, AND GRANT-FUNDED EMPLOYEE REPORTING REQUIREMENTS**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Juan J. Santos, M.Ed., Chief Operations Officer

Motion made by Dunlap; Seconded by Martinez; MOTION PASSED.

7.m. **RATIFICATION OF THE 2026-2027 MULTI-HAZARD EMERGENCY OPERATIONS PLAN**
Speaker(s): Dr. Adriana Tamez, President/ CEO & Superintendent of Schools; Juan J. Santos, M.Ed., Chief Operations Officer

Dr. Tamez confirmed that this item was posted as a "ratification" not "approval" as noted in the board packet.

Motion made by Magdaleno; Seconded by Dunlap; MOTION PASSED.

7.n. **RATIFICATION OF AGREEMENT WITH THE CULLEN FOUNDATION TO ACCEPT A GRANT IN THE AMOUNT OF $750,000 AND THE RESPECTIVE TERMS AND CONDITIONS IN SUPPORT OF RYSS EARLY CHILDHOOD ACADEMY AT ANDOVER VILLAGE (ORIGINALLY EXECUTED ON SEPTEMBER 21, 2026)**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools

Motion made by Dunlap; Seconded by Magdaleno; MOTION PASSED.

7.o. **RATIFICATION OF SECOND AMENDMENT TO CONTRACT WITH ABILITIES THERAPY AND CONSULTING FOR SPEECH AND LANGUAGE SERVICES FOR 2025-2026 IN AN AMOUNT OF $63,000 (FIRST AMENDED ON APRIL 8, 2026 TO INCREASE IN AN AMOUNT OF $30,000)**

Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Mayra Ramon, Chief of Schools

Dr. Tamez advised that we have seen an increase in SPED student population.

Margarita Dunlap inquired about the number of speech therapists. Dr. Tamez stated that she didn't have an accurate number, but that al students are served.

Motion made by Magdaleno; Seconded by Martinez; MOTION PASSED.

7.p. **RATIFICATION OF RENEWAL OF INSURANCE SERVICES WITH MCGRIFF INSURANCE IN THE AMOUNT OF $793,275 FOR THE PERIOD OF OCTOBER 5, 2026, TO OCTOBER 5, 2027, TO PROVIDE PROPERTY CASUALTY, EDUCATOR'S LIABILITY, BOARD LIABILITY, GENERAL LIABILITY, WORKERS COMPENSATION INSURANCE, AUTO LIABILITY, UMBRELLA, AND STUDENT INSURANCE, AND AUTHORIZING THE SUPERINTENDENT/CEO TO EXECUTE THE ONE-YEAR POLICY (OFFICIALLY APPROVED THROUGH ELECTRONIC VOTE ON OCTOBER 2, 2026)**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Marcia Leiva, Chief Financial Officer

Motion made by Magdaleno; Seconded by Loera; MOTION PASSED.

7.q. **RATIFICATION OF BOARD ACTION TAKEN BY ELECTRONIC VOTE APPROVING INSURANCE SERVICES FOR CYBER INSURANCE AND CRIME INSURANCE WITH PEREZ INSURANCE AGENCY, AND APPROVAL OF AN AMENDED AMOUNT FROM $17,235.00 TO $17,049.89 FOR THE PERIOD OF OCTOBER 5, 2026, THROUGH OCTOBER 5, 2027, AND AUTHORIZING THE SUPERINTENDENT TO EXECUTE THE ONE-YEAR POLICY**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools

Motion made by Magdaleno; Seconded by Martinez; MOTION PASSED.

8. **INFORMATION ITEMS**

8.a. **BUSINESS OFFICE PROGRESS REPORT – AUGUST 2026**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Marcia Leiva, Chief Financial Officer

8.b. **AFFORDABLE HOUSING & COMMUNITY REDEVELOPMENT PROGRAM REPORT**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Gabby Luna, Director of Affordable Housing and Community Redevelopment

8.c. **CHILD PLACING AGENCY PROGRAM REPORT**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Brenda Navarrette, Director, Child Placing Agency

8.d. **GRADCAFE BY PROJECT GRAD PROGRAM REPORT**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Melissa Martinez, Director, Project GRAD & NOVA Academy

8.e. **HEALTH EQUITY/LA TIENDITA REPORT**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Jose Rivera, Director, Health Equity Program

8.f. **RESOLVE PROGRAM REPORT**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Jorge Gonzalez, Director, Resolve Program

8.g. **BOARD ENGAGEMENT OPPORTUNITIES**
Speaker(s): Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Graciana "Graci" Garces, MPAff, Chief Strategy & External Affairs Officer

9. **EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE §§ 551.071, 551.072, 551.074, AND 551.082, TO ADDRESS:**

a. Private consultation with attorney concerning privileged issues from agenda matters and pending or threatened litigations.

b. Deliberations concerning the purchase of real property

c. Deliberations concerning the duties of the CEO and CFO regarding supervision of personnel

d. Consider complaints against directors and senior staff

e. Discussion of duties and evaluation of administrative personnel, including complaints regarding school staffing, academic and organizational changes for the 2025-2026 school year

10. **ADJOURNMENT** **7:09PM**

Office of the Chief Executive Officer and Superintendent of Schools
Board of Directors Meeting of October 27, 2026

BOARD ACTION ITEM

SUBJECT: **APPROVAL OF SEPTEMBER 2026 UNAUDITED FINANCIAL STATEMENTS FOR RYSS TEXAS PUBLIC SCHOOLS (OFFICIALLY OPERATING AS RAUL YZAGUIRRE SCHOOLS FOR SUCCESS) AND TEJANO CENTER (OFFICIALLY OPERATING AS TEJANO CENTER FOR COMMUNITY CONCERNS) – NON-SCHOOL**

BACKGROUND: The RYSS 2025-2026 General Fund and Child Nutrition Fund activity as of July 31, 2026. The Tejano Center- Non School Activity as of September 31, 2026, is presented.

RECOMMENDATION: That the Board approve the September 2026 unaudited financials for the RYSS Texas Public Schools and Tejano Center

COST: **N/A**

FUNDS TO BE USED: **N/A**

ATTACHMENT(S): **September 2026 Unaudited Financials for RYSS Texas Public Schools and Tejano Center-School**

Submitted by: _____
Dr. Adriana Tamez
President/CEO & Superintendent of Schools
Tejano Center/RYSS Texas Public Schools

Staff Resource(s): Marcia Leiva, Chief Financial Officer
Dr. Jesus J. Amezcua, Business Services Consultant

Approved by Board on: _____
Date

Tejano Center for Community Concerns

Making it Happen Together

Monthly Financial Highlights

As of September 30, 2026

As of September 2026 Business Office Summary

1. 1st month of the Fiscal Year - September (8.33%)
2. Equity at $41.7M including restricted expansions
3. Drawdowns for August/September finalized
4. Ratios at 2.24 for Fixed Coverage Ratio and 46 ratio for unrestricted Cash on Hand Expenses.
5. Cash Flow is tight and monitoring cash flow by scheduling payments.
6. Operations:
   Monthly Disbursement Report updated
   Working on general ledger analysis & State Aid Review
7. RYSS audit on going;
8. Monitoring ADA each month – Budget vs Current = 2,395 / 2,408

INTERIM FINANCIAL REPORT
(unaudited)
TCCC/RYSS OPERATING FUNDS
Balance Sheet as of September 30, 2026

Total Assets:

Total TCCC Inc.

$132,269,407

Total Liabilities:

$ 90,545,490

Total Net Assets:

$ 41,723,917

Tejano Center for Community Concerns, Inc
Consolidated Statement of Financial Position
Unaudited and Preliminary
As of 09.30.2026

	RYSS	Non-School	Total
ASSETS			
Current Assets			
Cash and Cash Equivalents	$ 7,178,042	$ 2,274,248	$ 9,452,290
Accounts Receivable	$ 19,102	$ 2,480,956	$ 2,500,057
Other Receivables	$ 70,321	$ 11,584,883	$ 11,655,204
Prepaid Expenses	$ 182,840	$ 382,458	$ 565,298
Total Current Assets	$ 7,450,305	$ 16,722,544	$ 24,172,850
Property, Plant & Equipment			
Land	$ 10,091,411	$ 7,749,367	$ 17,840,778
Buildings and Improvements	$ 4,459,209	$ 42,073,967	$ 46,533,176
Furniture, Vehicles, and Equipment	$ 4,027,324	$ 1,728,359	$ 5,755,684
Accumulated Depreciation	$ (5,197,865)	$ (12,048,974)	$ (17,246,839)
Total Property, Plant & Equipment	$ 13,380,079	$ 39,502,719	$ 52,882,799
Other Long-term Assets			
Right-of-Use Asset	$ 11,018,699	$ 18,500,200	$ 29,518,899
Inventories		$ 632,646	$ 632,646
Construction in Progress Fund 490/494	$ 16,395,202	$ 8,080,326	$ 24,475,528
Construction in Progress Fund 282	$ 586,686	$ -	$ 586,686
Total Other Long-term Assets	$ 28,000,586	$ 27,213,173	$ 55,213,759
TOTAL ASSETS	$ 48,830,971	$ 83,438,436	$ 132,269,407
LIABILITIES AND NET ASSETS			
Current Liabilities			
Accounts Payable	$ 335,372	$ 35,348	$ 370,720
Accrued Liabiltities	$ 228,164	$ 104,237	$ 332,401
Payroll Liabilities	$ 366,493	$ 54,045	$ 420,538
Accrued Wages	$ -	$ 1,878	$ 1,878
Deferred Revenue	$ 2,000,000	$ 9,858,836	$ 11,858,836
Due to others	$ 77,640	$ -	$ 77,640
Intercompany	$ 7,649,359	$ (8,458,657)	$ (809,298)
Notes Payable - Current Portion	$ -	$ 1,341,228	$ 1,341,228
Total Current Liabilities	$ 10,657,028	$ 2,936,915	$ 13,593,943
Long-term Liabilities			
Right-of-Use Liability	$ 11,018,699	$ 9,250,100	$ 20,268,799
Notes Payable - Net of Current Portion	$ 15,722,760	$ 40,959,988	$ 56,682,748
Total Long-term Liabilities	$ 26,741,459	$ 50,210,088	$ 76,951,547
Total Liabilities	$ 37,398,487	$ 53,147,003	$ 90,545,490
Net Assets			
Without donor restrictions	$ 7,128,454	$ 30,711,400	$ 37,839,854
With donor restrictions	$ 7,071,553	$ -	$ 7,071,553
Current Year	$ (2,767,523)	$ (419,967)	$ (3,187,490)
Total Net Assets	$ 11,432,484	$ 30,291,433	$ 41,723,917
TOTAL LIABILITIES AND NET ASSETS	$ 48,830,971	$ 83,438,436	$ 132,269,407

INTERIM FINANCIAL REPORT (unaudited)
Net Assets
September 30, 2026

The ESTIMATED Net Assets balance at 09-30-26 is:

$41,723,918

	NET ASSETS (a) as off 08.31.2025	NET (Rev - Exp) YTD Activity	Estimated Net Assets 09.30.2026
Net Assets			
Without donor restriction	20,863,178	16,976,677	37,839,855
With donor restrictions	12,939,501	-5,867,948	7,071,553
Current Year	0	-3,187,490	-3,187,490
Total Consolidated	**$ 33,802,679**	**$ 7,921,239**	**$ 41,723,918**
Net Assets			
Without donor restriction	6,429,684	698,770	7,128,454
With donor restrictions	7,071,553	0	7,071,553
Current Year		-2,767,523	-2,767,523
Total RYYS	**13,501,237**	**-2,068,753**	**11,432,484**
Net Assets			
Without donor restriction	14,433,494	16,277,907	30,711,401
With donor restrictions	5,867,948	0	0
Current Year		-419,967	-419,967
Total Non-School	**20,301,442**	**15,857,940**	**30,291,434**

Enrollment – Per Budget

Enrollment Projections									
	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31
RYSS ORG TOTAL									
Pre-K	227	319	347	341	376	376	376	376	376
K	132	135	155	203	194	194	194	194	194
1	130	140	117	123	172	175	175	175	175
2	127	113	144	132	135	169	172	172	172
3	115	110	122	147	148	134	166	169	169
4	107	97	117	125	117	145	131	161	164
5	118	116	121	132	136	115	143	129	157
6	193	188	156	222	231	224	203	231	217
7	167	193	196	178	211	226	219	198	226
8	145	167	186	197	200	213	228	221	200
9	95	101	101	117	124	140	140	140	140
10	84	73	83	140	109	118	134	134	134
11	64	76	70	70	104	103	112	128	128
12	71	60	76	76	75	98	97	106	122
Total Enrollment	**1,775**	**1,888**	**1,991**	**2,203**	**2,332**	**2,430**	**2,490**	**2,534**	**2,574**
New Seats		*113*	*103*	*212*	*129*	*98*	*60*	*44*	*40*
Assumed New Classrooms	-	*5*	*4*	*8*	*5*	*4*	*2*	*2*	*2*
Schools	*6*	*7*	*8*	*8*	*8*	*8*	*8*	*8*	*8*
Regions	*4*	*5*	*5*	*5*	*5*	*5*	*5*	*5*	*5*

Projected at 2,332
Budget at 2,395
Current at 2,408

Enrollment ADA Update

CAMPUS	PK3	PK4	KG	1	2	3	4	5	6	7	8	9	10	11	12	Totals
001 RYSS Early College at Broadway												84	70	65	82	301
002 RYSS Early College at Brownsville												38	19	21		78
042 RYSS Middle at Broadway									101	83	94					278
043 RYSS Middle at East Aldine									55	53	38					146
101 RYSS Academy at Brownsville	88	20	55	52	72	51	69	71	61	47	37					623
102 RYSS Primary at Broadway	37	56	78	72	69	77	73	68								530
103 RYSS EC at Leonel Castillo	27	23	17	6												73
104 RYSS Academy at Pasadena	48	62	58	48	28	24	26	23	22	14						353
105 RYSS EC at OST	11	11	4													26
District Totals	211	172	212	178	169	152	168	162	239	197	169	122	89	86	82	2408

MEMBERSHIP 10/23/2026

Projected at 2,332
Budget at 2,395

2,332 - 2,408 = 76 students more than initial projection

Estimated projection in the budget for FY 26 27 = 2,395 – 13 students more than budget

Budget Amendments As of October 2026

BUDGET AMENDMENT #1 - TO ADJUST FOOD SERVICEFUND REVENUES AND EXPENDITURES IN THE AMOUNT OF $342,720 TO REFLECT FEDERAL GRANT FUNDING FOR AFTER-SCHOOL MEALS AT RYSS ACADEMY AT PASADENA AND RYSS MIDDLE SCHOOL AT EAST ALDINE

INTERIM FINANCIAL REPORT (unaudited)

RYSS OPERATING FUNDS and TCCC FUNDS

Revenues (INFLOWS)

Budget to Actual for period ending **September 30, 2026**

		FY 26 27	Year to Date	Percent
Fund #	**RYSS SCHOOL**	**Budget**	**Received/ Billed**	**%**
420	Operating Fund	33,050,968	2,584,316	8%
240	Food Service Fund	4,162,765	10,268	0%
Various	Grants Funds - Federal	6,018,884	5,133	0%
258	Expansion Grant - TEA	-	-	0%
497	Charter School Growth Fund	-	-	0%
461	Local Other Revenue	10,000	542	0%
494	Assessment for Good	-	-	0%
492	Charter School Growth Fund-MSAMP	-	-	0%
	Total RYSS	$ 43,242,617	$ 2,600,258	6%
Fund #	**NON-SCHOOL**	**Budget**	**Received/ Billed**	**%**
170 171	Agency Fund	1,526,544	98,606	6%
172	La Tiendita	241,268	-	0%
201	Health Grant (City of Houston)	550,000	-	0%
285/286	AARP and Helathy Homes	1,123,176	-	0%
464	Child Placement Agency (CPA)	974,862	40,677	4%
190	Affordable Housing Fund	453,000	5,671	1%
181	Sunrise Loft Properties	185,327	-	0%
180, 495	Tejano Commercial Properties	4,700,000	-	0%
484	RESOLVE	781,180	-	0%
494	Tx Real Estate -Pasadena Expansion	-	-	0%
		$ 10,535,357	$ 144,953	1%
	Total Budget and End of Month	**$ 53,777,974**	**$ 2,745,212**	**5%**
		Total Budget	YTD	

INTERIM FINANCIAL REPORT (unaudited)

RYSS OPERATING FUNDS AND TCCC FUNDS

Expenses (OUTFLOWS)

Budget to Actual for period ending **September 30, 2026**

			FY 26 27	Year to Date	Spend %
Fund #	**RYSS SCHOOL**	**Budget %**	**Budget**	**Encum- Spent**	**%**
420	Operating Fund	60%	33,050,968	4,282,555	13%
240	Food Service Fund	0%	3,252	-	0%
Various	Grants Funds - Federal	18%	10,035,965	2,712,403	27%
258	Expansion Grant - TEA	0%	142,432	16,783	12%
497	Charter School Growth Fund	0%	-	-	0%
461	Local Other Revenue	0%	10,000	923	9%
492	Charter School Growth Fund MPSAP	0%	-	-	0%
494	Assessment for Good	0%	-	2,830	0%
	Total RYSS		$ 43,242,617	$ 7,015,494	**16%**
		Monthly Avg	3,603,551	-	
Fund #	**NON-SCHOOL**		**Budget**	**Encum- Spent**	**%**
170 -171	Agency Fund	3%	1,555,774	167,667	11%
172	La Tiendita	0%	241,268	1,114	0%
201	Health Fund	1%	550,000	13,730	2%
180 495	Tejano Commercial Properties	8%	4,506,047	2,675	0%
181	Sunrise Loft Properties	0%	192,327	12,140	6%
190 & 290	Affordable Housing Fund	3%	1,854,458	49,568	3%
				-	
464	Child Placement Agency (CPA)	2%	974,862	55,579	6%
484	RESOLVE	1%	781,180	45,960	6%
494	Tx Real Estate Expansion	0%	-	-	0%
285	Harris County AARP Single Home	1%	371,046	141,611	38%
286	Harris County Healthy Homes	1%	752,130	11,377	2%
			$ 11,779,092	$ 501,421	**4%**
Project grad part of Fund 170					
	Total Budget and End of Month	100%	$ 55,021,709	$ 7,516,915	**14%**
			Total Budget	YTD	

INTERIM FINANCIAL REPORT
(unaudited)
RYSS OPERATING FUNDS
as of September 30, 2026

Revenue	Budget	As of September 30th 2026	Percent Realized
5700	2,162,069	169,289	8%
5800	30,798,899	2,417,400	8%
5900	90,000	(2,373)	-3%
Total	**33,050,968**	**$ 2,584,316**	**8%**

Foundation - State Revenues

INTERIM FINANCIAL REPORT
(unaudited)
RYSS OPERATING FUNDS
as of September 30, 2026

RYSS

Expenditures by Function

Fund 420 Operating Only

Function	Budget	Expenditures as off 09/30/2026	Percent
11	19,204,662	1,217,724	6%
12	122,784	12,466	10%
13	370,225	843	0%
21	682,658	56,118	8%
23	2,323,604	179,170	8%
31	419,216	40,379	10%
32	95,547	5,271	6%
33	303,139	10,497	3%
34	270,094	173,065	64%
35	4,112,765	116,356	3%
36	21,000	1,900	9%
41	2,708,496	282,870	10%
51	8,205,348	358,321	4%
52	682,314	58,785	9%
53	1,070,489	50,391	5%
61	664,516	50,125	8%
71	1,975,758	155,966	8%
81	10,000	-2,722	-27%
TOTAL	**43,242,617**	**2,767,523**	**6%**

INTERIM FINANCIAL REPORT
(unaudited)
RYSS OPERATING FUNDS
as of September 30, 2026

Expenditure by School

Fund 420 only

Location	Budget	Expenditures as off 09/30/2026
001	5,202,411	347,225
002	2,047,255	127,686
042	4,263,626	254,825
043	1,767,770	111,422
101	6,996,135	568,139
102	5,412,083	330,146
103	1,159,345	68,809
104	6,901,598	343,279
105	402,418	17,535
701	9,500	1,533
702	20,500	1,764
726	30,000	0
727	147,560	30,518
728	2,000	0
729	165,000	26,664
731	5,000	0
732	598,465	89,295
750	1,950,471	159,759
999	6,161,481	288,925
TOTAL	**43,242,617**	**2,767,523**
		6%

Cash on Hand Ratio (Estimated) PRELIM

	Days Cash on Hand: 45 days minimum		MTI Definition 09/30/2026
Org Level			
RYSS	Cash and Equivalents		$7,178,042
RYSS	Less Restricted Cash		($4,071,553)
Pasadena	Less Pasadena Campus Cash	$-	
TCCC	Add back Pre-Funded Interest Payments in Restricted Account (4)		$0
	RYSS Cash on Hand for DCOH calculation		**$3,106,489**
RYSS	Total Expenses		$2,767,523
Pasadena	Less Pasadena Campus Expenses		($492,232)
RYSS	Less Rent paid to TCCC		($222,955)
RYSS	Less TRS on Behalf		$0
RYSS	Less Interest Expense		($155,966)
RYSS	Less Depreciation & Amortization		$33,333
RYSS	Less Extraordinary Loss	$-	
RYSS	Less Cap Ex, including Capital Leases	$-	
RYSS	Less Eliminated Expenses for Additional Debt (1)	$-	
RYSS	Less Expenses incurred from Gifts/Grants/Donations	$-	
	Subtotal		$1,929,704
TCCC	Plus Interest Expense for TCCC for prior Fiscal Year		211,807
Pasadena	Less Pasadena Raza P&I Debt Service		($97,005)
	Expenses for DCOH Calculation		**$2,044,505**
	Cash on Hand, Divided by Expenses, Multiplied by 365		30
	Days Cash on Hand		**46**



Note: Based on the required compliance ratios from lenders and one-month prorated numbers.

Pasadena Expenses Allocation Schedule G - Prelim

Expenditures	
Direct from Function 104	343,278.75
Admin - IC allocation & facilities (Sqft alloc)	148,953.22
	492,231.97
Includes function 41,52,53 and 61	
Includes function 51 - location 999 (facilities)	
Revenues	
Allocation - ADA based	277,633.56
	277,633.56

Note: Based on the required compliance ratios from lenders

Schedule H Rental payments - Prelim

fund	func	obj	sobj	org	fscl_yr	pgm	ed span	proj dtl	Description	Expend
420	11	6269	00	101	7	99	0	00	Rentals - Operation Leases	$ -
420	51	6269	00	001	7	99	0	00	Rentals - Operation Leases	74,318
420	51	6269	00	042	7	99	0	00	Rentals - Operation Leases	74,318
420	51	6269	00	102	7	99	0	00	Rentals - Operation Leases	74,318
									Total Lease Expenditures	$ 222,955

Note: Based on the required compliance ratios from lenders

Schedule I - Interest expense - Prelim

fund	func	obj	sobj	org	fscl_yr	pgm	Description	Expend
420	71	6521	00	002	6	99	BRYSS HS EFF Loan Interest	$ 58,960
420	71	6521	00	104	6	99	Pasadena RAZA Loan Interest	97,005
420	71	6521	00	750	6	99	Partnership of HOPE 44, LLC	0
							Total Interest Expense	**$ 155,966**

Note: Based on the required compliance ratios from lenders

Pasadena P&I – 104 Schedule P

fund	func	obj	sobj	org	fscl_yr	pgm	Description	Pasadena 104 Expenditure
420	71	6521	00	104	6	99	Pasadena RAZA Loan Interest	97,005
							Total Interest Expense	**$ 97,005**

Note: Based on the required compliance ratios from lenders

Pasadena Revenue Schedule (B) Allocation - Prelim

Preliminary Allocation of ADA

Enroll	School Name	Location	ADA	Percent	Amount allocated
319	High School (TSTEM 9-11)	001	296	14%	352,702
50	BRYSS HS (002)	002	48	2%	57,016
293	Middle School (Early College STEM (6-8)	042	278	13%	331,254
148	NESTEM (6-7)	043	142	7%	169,202
625	Brownsville (PK-8)	101	585	27%	697,063
563	Primary PSTEM (1-5)	102	536	25%	638,676
57	Leonel Castillo (ECC)	103	51	2%	60,770
250	Pasadena	104	233	11%	277,634
2305			2,169	100%	$2,584,316

Note: Based on the required compliance ratios from lenders and ADA as of last six weeks.

Fixed Coverage Ratio (Estimated) Prelim

	Debt Service Coverage Ratio: 1.10x minimum		9/30/2026
Org Level			
RYSS	Total Revenue		$2,600,258
Pasaden	Less Pasadena Campus Revenue		($277,634)
	Subtotal		$2,322,625
TCCC	Plus Gifts/Grants/Donations to be used to pay Expenses (2)	$-	
TCCC	Less Unrealized Pledges	$-	
TCCC	Less Insurance Proceeds (3)	$-	
	Available Revenues		$2,322,625
RYSS	Total Expenses		$2,767,523
Pasaden	Less Pasadena Campus Expenses		($492,232)
RYSS	Less Rent paid to TCCC		($222,955)
RYSS	Less Interest Expense		($155,966)
RYSS	Less Depreciation & Amortization		($33,333)
RYSS	Less Extraordinary Loss	$-	
RYSS	Less Cap Ex, including Capital Leases	$-	
RYSS	Less Eliminated Expenses for Additional Debt	$-	
RYSS	Less Expenses incurred from Gifts/Grants/Donations	$-	
	Expenses for DSCR Calculation		$1,863,037
TCCC	Total Principal Repayment		95,035.00
TCCC	Plus Total Interest Paid		207,013.00
Pasaden	Less Pasadena Raza P&I Debt Service		($97,005)
	Subtotal		205,042.57
TCCC	Less P&I on Debt to be Refunded/Purchased within 90 days	$-	
TCCC	Plus Pro Forma Refunding on Balloon Debt	$-	
TCCC	Less Pre-Funded P&I Payments in Restricted Account (4)		$0
TCCC	Plus 10% of P&I on Guaranteed Debt (5)	$-	
TCCC	Plus Interest on Financial Products (6)	$-	
TCCC	Plus 12 months Capital Lease Payments	$-	
	Annual Debt Service Requirements		$205,043
	Available Revenues, Less Expenses for DSCR calculation		$459,588
	Debt Service Coverage Ratio		2.24



Note: Based on the required compliance ratios from lenders and one-month prorated numbers

Interim Financial Report (Unaudited)

I certify that the foregoing information is true and accurate to the best of my knowledge.

/s/ Marcia Leiva, Chief Financial Officer

/s/ Dr. Jesus Amezcua, Business Consultant

Tejano Center for Community Concerns

Making it Happen Together

RYSS

Office of the Chief Executive Officer and Superintendent of Schools
Board of Directors Meeting of October 27, 2026

BOARD ACTION ITEM

SUBJECT:	**RATIFICATION OF MONTHLY DISBURSEMENT REPORT/ VENDOR CUMULATIVE PAYMENTS FOR SEPTEMBER 2026 TO INCLUDE PROCUREMENT PROCESS AND EXPENDITURE APPROVALS**
BACKGROUND:	A report of the vendor payments for RYSS Texas Public Schools and Tejano Center Non-School is attached for all vendor payments above $50,000. A monthly report will be provided to the board each month.
RECOMMENDATIONS:	That the Board approves the ratification of monthly disbursement report/vendor cumulative payments for September 2026 to include procurement process and expenditure approvals.
COST:	**Cumulative amounts total: $421,330.14 for RYSS and $80,767.30 for Non School Payments**
FUNDS TO BE USED:	**Various Funds**
ATTACHMENT(S):	RYSS Texas Public Schools Vendor Payment List Tejano Center Vendor Payment List
Submitted by:	_____ Dr. Adriana Tamez President/CEO & Superintendent of Schools Tejano Center/RYSS Texas Public School
Staff Resource:	Marcia Leiva, Chief Financial Officer Dr. Jesus J. Amezcua, Business Office Consultant
Approved by Board on:	_____

TCCC Non School

YEAR TO DATE PAYMENTS

Disbursement Report as of September 2026

Disbursement above 50,000	$	-
Other Disbursements	$	80,767.30
Total:		

Vendor Name	Net Expende	Type of Services	CO-OP	Fund Code
Jose Luis Hermida	$ 26,164.50	Home Repairs		285
First Capital Contractors Inc	$ 24,504.05	Home Repairs		190,285
Southwest Remodeling ETC LLC	$ 22,701.75	Home Repairs		285
Daniel Medina Agency LLC	$ 5,520.00	Insurance Policy		285
Armando Luna	$ 1,877.00	Home Repairs		285

RYSS Charter School

YEAR TO DATE PAYMENTS

Disbursements Report as of September 2025

Disbursements Above $50,000		$	156,082.00
Other Disbursements		$	265,248.14
	Total:	$	421,330.14

Vendor Name	Net Expended Amt	Type Of Services	CO-OP	Fund Code
Holt Truck Centers	$ 156,082.00	School Bus for Brownsville	Buy Board 722-23	420
Subtotal:	$ 156,082.00			
OND Group LLC	$ 34,477.26	Security Service	RFP -25-26 4 JA	420
MALB Solutions LLC	$ 26,887.88	RYSS Signage rebrand		420
TimeClock Plus. LLC	$ 26,664.24	License Time Clock		420
Harris County TX	$ 18,054.00	Law Enforcement agreement		420
Mena Consulting	$ 16,333.32	Consulting Service		420
Nora Benny	$ 14,180.00	LSSP Services		420
Renaissance Learning	$ 13,121.50	Accelerated Reader Subscription		211
Glazier Foods Company	$ 12,413.40	Food Service / Supplies		240
Frontline Technologies Group, LLC	$ 11,875.36	Frontline Program		420
Philadelphia Indemnity Insurance Co	$ 9,597.35	Insurance		420
CEV Multimedia, LLC	$ 9,310.50	Instructional Technology		410
Class Link, Inc	$ 9,105.00	Instructional Technology		410
New Dairy Opco, LLC	$ 7,781.74	Food Service / Supplies		240
Mathew Gonzales	$ 6,350.00	Landscaping		420
Dos Terra Limited Liability Company	$ 6,000.00	Sibme Licensing		211
Specialized Assessment & Consulting	$ 5,421.19	Consulting Service		420
Staples	$ 4,976.76	Supplies		420
UTJ Holdco, Inc.	$ 4,185.00	Teaching Strategies		211
UCNLEARN LLC	$ 3,571.00	Licenses/Training		420
Imperial Bag & Paper Co. LLC	$ 3,412.68	Cleaning Supplies		420
Hardie's Fresh Foods	$ 2,116.26	Food Service / Supplies		240
STX Metal Trades LLC	$ 1,950.00	Instructional Service		420
TCSAAL	$ 1,900.00	Biennial Base Fee		420
NCS PEARSON, INC.	$ 1,825.00	Voucher with Retake		420
City of Pasadena, Texas	$ 1,285.87	Monthly Fee		420
Juan S. Torres	$ 1,260.00	Security Service		420
JRC Repair Services LLC	$ 1,250.00	Annual Fee to access 3D models		420
Texas Association of School Boards	$ 1,225.00	HR SERVICE SUBSCRIPTION		420
Amazon Capital Services	$ 1,169.31	Supplies		420
Star AC & Electronics	$ 1,020.00	AC Repairs		420
Lowman Education LLC	$ 1,000.00	US History Daily books		420
The NROC Project	$ 1,000.00	REGSTION FEE		420
Project Lead The Way, Inc.	$ 950.00	GATEWAY PARTICIPTION FEE		420
Zenith Premier, INC	$ 850.00	Substitutes		420
VNP Companies Inc.	$ 459.00	FIRE/SECURITY		420
Commercial Kitchen Parts & Service	$ 451.75	Appliance Repair		240
Signs and More LLC	$ 440.00	PLUMBING SERVICES		420
Cameron County Tax Office	$ 389.25	Vehicle Registration Renewal		420
Texas State University	$ 300.00	TXST Teacher Job Fair		420
Marytza Reyna	$ 262.50	Tutoring		420
Marsh & McLennan Companies, Inc	$ 229.00	ADDITIONAL PREMIUM INSURANCE		420
University of Houston Clear Lake	$ 125.00	Fall 2026 Teacher Career Fair		420
HCTRA	$ 72.02	EZ TAG		420

Office of the Chief Executive Officer and Superintendent of Schools
Board of Directors Meeting of October 27, 2026

BOARD ACTION ITEM

SUBJECT: **APPROVAL OF BUDGET AMENDMENT #1 TO ADJUST FOOD SERVICEFUND REVENUES AND EXPENDITURES IN THE AMOUNT OF $342,720 TO REFLECT FEDERAL GRANT FUNDING FOR AFTER-SCHOOL MEALS AT RYSS ACADEMY AT PASADENA AND RYSS MIDDLE SCHOOL AT EAST ALDINE**

BACKGROUND: In the original RFP for the after-school program, these schools were not included. However, after receiving the ACE grant, the application was amended to include the schools.

RECOMMENDATIONS: That the Board approve budget amendment # 1 in the amount of $342,720. Expenses of $287,280 and the difference $55,440 to add to the reserves.

COST: **$342,720**

FUNDS TO BE USED: **240**

ATTACHMENT(S): **Budget amendment # 1**

Submitted by: _____

Dr. Adriana Tamez
CEO/President and Superintendent of Schools
Tejano Center/RYSS Public Schools

Staff Resource: Marcia Leiva, Chief Financial Officer
Dr. Jesus J. Amezcua, Consultant

Approved by Board on: _____

Afterschool Meals

3.99 x 250 x how many days
3.99 x 150 x how many days

Cost per Meal	Meals	Days	Expense		
$ 3.99	250	180	179,550	1062 Fairmont Pkwy Pasadena TX 77504	104
$ 3.99	150	180	107,730	10918 ½ Bentley St Houston TX 77093	43
	400	72,000	287,280	Total Expense	
	Days	Meals			
$ 4.76	400	180	342,720	Total Revenue	
Reimbursement			55,440	Net Revenue	

	Estimated Revenues	Appropriations
240-00- 5924-AR-000-7-00-0-00	342,720	
240-35-6299-AR-999-7-99-0-00		287,280
240-00-3700-00-000-7-00-0-00		55,440

Afterschool Meals

3.99 x 250 x how many days
3.99 x 150 x how many days

Cost per Meal	Meals	Days	Expense			
$ 3.99	250	180	$ 179,550		1062 Fairmont Pkwy Pasadena TX 77504	104
$ 3.99	150	180	$ 107,730		10918 ½ Bentley St Houston TX 77093	43
	400	72,000	$ 287,280	Total Expense		
	Days	Meals				
$ 4.76	400	180	$ 342,720	Total Revenue		
Reimbursement						
			$ 55,440	Net Revenue		

	Estimated Revenues	Appropriations
240-00- 5924-AR-000-7-00-0-00	$ 342,720.00	
240-35-6299-AR-999-7-99-0-00		$ 287,280.00
240-00-3700-00-000-7-00-0-00		$ 55,440.00

Office of the Chief Executive Officer and Superintendent of Schools
Board of Directors Meeting of October 27, 2026

BOARD ACTION ITEM

SUBJECT: **APPROVAL OF PURCHASING COOPERATIVE AND RFP CONTRACTS FOR THE CHILD NUTRITION PROGRAM FOR THE FOLLOWING VENDORS WITH ESTIMATED AMOUNTS INCLUDED: (1) GORDON FOOD SERVICE $500,000; (2) GOLD STAR $15,000; (3) GORDON NON-FOOD $55,000; (4) HILAND DAIRY $155,000; (5) HARDIES $60,000; (6) GORDON SS $30,000; YUMMY $650,000; AND (7) THE HEALTHY LUNCH BOZ $700,000)**

BACKGROUND The Child Nutrition Program utilizes these vendors to purchase food and non-food items related to the food service program. Monthly reports are provided to the board in the disbursement report. The amounts for each vendors include the following:

Vendor	PO Number	Amount	Contract Numnber	Procurement Method
Gordon Food Service	212	$500,000	24/031TP-01	Choice Partners
Gold Star	6395	$15,000	Equalis Group,	Equalis Group,
Gordon – Non-Food	6420	$55,000	24/031TP-01	Choice Partners
Hiland Dairy	640	$155,000	25/023TP-02	Choice Partners
Hardie's	6398	$60,000	26/013AK-02	Choice Partners
Gordon – SS	6442	$30,000	24/031TP-01	Choice Partners
Yummy	6401	$650,000	RFP # 2526/5CR	RFP
The Healthy Lunch Box	6469	$700,000	RFP # 2526-5JA	RFP
TOTAL		$2,165,000		

RECOMMENDATION: That the Board approves the participation in the purchasing cooperative contracts for the Child Nutrition Program.

COST: **$2,165,000**

FUNDS TO BE USED: **Fund 240**

ATTACHMENT(S): **Purchasing cooperative or request for proposal**

Submitted by:

Dr. Adriana Tamez
CEO/President and Superintendent of Schools
Tejano Center/RYSS Public Schools

Staff Resource: Marcia Leiva, Chief Financial Officer
Dr. Jesus Amezcua, Business Consultant

Approved by Board on: _____

Office of the Chief Executive Officer and Superintendent of Schools
Board of Directors Meeting of October 27, 2026

BOARD APPROVAL ITEM

SUBJECT: **APPROVAL OF RYSS MIDDLE SCHOOL AT BROADWAY TARGETED IMPROVEMENT PLAN**

BACKGROUND RYSS Middle School at Broadway has been identified for Comprehensive Support and Improvement (CSI) under Texas Education Code §39A.05 due to ranking in the bottom 5% of the state's accountability system in Domain III.

Per **Texas Education Code §39A.05,** the Texas Education Agency (TEA) annually identifies schools for CSI when they fall in the lowest 5% of their school type's performance in the state's accountability system This designation triggers targeted support, resources, and improvement strategies to address academic and operational challenges.

The campus will identify a Campus Intervention Team (CIT) that will use the data identified from the on-site diagnosis, needs assessment and root cause analysis to prepare a Targeted Improvement Plan to drive the action steps to be taken to ensure research-based practices are in place to improve teaching and learning.

In summary,: RYSS Middle School at Broadway is in CSI for 2026 under TEC §39A.05 due to low performance in the state's accountability system, with a clear pathway to exit once it meets the two-year performance and score improvement criteria.

RECOMMENDATION: That the Board approve the Targeted Improvement Plan

COST: **N/A**

FUNDS TO BE USED: **N/A**

ATTACHMENT(S): **Targeted Improvement Plan and Milestones Document**

Submitted by:

_____
Adriana Tamez, Chief Executive Officer, and Superintendent
Tejano Center for Community Concerns
Raul Yzaguirre Schools for Success

Approved by Board on: _____



Targeted Improvement Plan 2026-2027

School Improvement Office

October 21, 2026

- Needs Assessment, Stakeholder Engagement, and Additional Assurances

Did we conduct an on-site needs assessment in accordance with TEC §39A.053 to determine the factors contributing to low performance and lack of progress?

I assure that the locally conducted needs assessment met the requirements in TEC §39A.053 of the Texas Education Code, and that the documentation of the needs assessment and supporting analyses is maintained locally and available upon request.

Has the campus conducted a public meeting for this campus required to submit a Targeted Improvement Plan, in accordance with TEC §39A.055(2)?

Other assurances…see TIP

School Improvement Strategy

- Accelerating Campus Excellence (ACE) Model
- Closure/Reassign
- Closure (Charters Only)
- Improve Graduation Rate
- Intensive Curriculum & Instruction Improvements
- Turnaround Partnership (SB 1882)

Describe the school's overall improvement strategy and how it addresses the indicators that resulted in identification.

"The school improvement strategy is built on the Effective School Framework, which emphasizes continuous, data informed, and evidence-based improvement across all performance indicators. The plan is anchored in a comprehensive needs assessment (CNA) that identifies current gaps in student learning, curriculum alignment, instruction quality, and school climate."

"By understanding the needs identified in formative and summative data reports the team will ensure targeted learning opportunities that have been proven effective to measure growth for all students including special populations and emergent bilingual will be consistently implemented in the daily lesson."

Identify the accountability indicator(s) and performance area(s) that resulted in campus identification.

- The following groups and indicators for RYSS Middle School at Broadway received zero points in Domain 3 for 2026 causing the campus to be in the bottom 5% of middle schools in the state: Reading Performance for SPED and continuously enrolled students; Math Performance for Hispanic, EB, SPED, and continuously enrolled students; Reading Growth and Math Growth for Hispanic, economically disadvantaged, EB, SPED, and continuously enrolled students; English Language Proficiency progress for EB students; and Domain 1 STAAR for Hispanic, SPED, and continuously enrolled students.

Describe how the evidence-based interventions included in this plan are expected to improve the identified performance indicators.

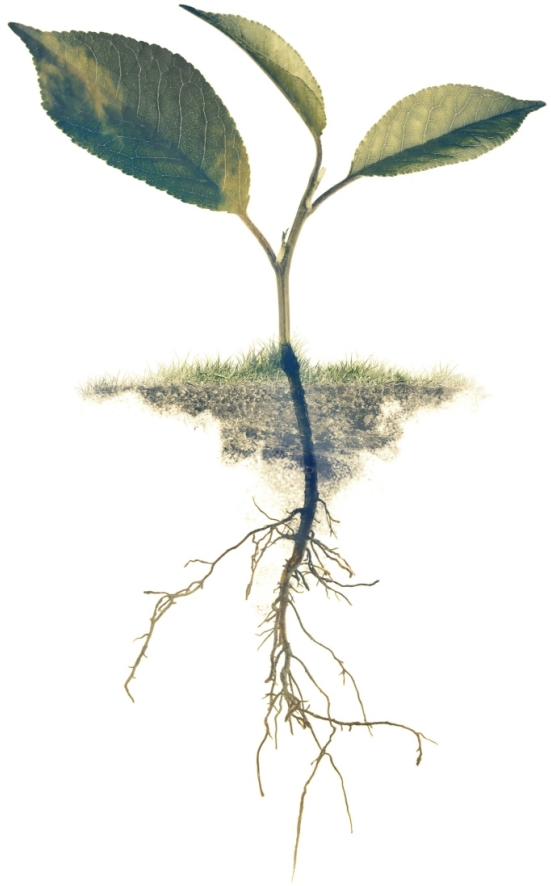
- The evidence-based interventions included in the TIP are expected to improve identified performance indicators by linking validated, research-backed strategies directly to measurable goals and tracking implementation with fidelity.
- In summary, evidence-based interventions are expected to improve core performance indicators by identifying student learning gaps and aligning them with proven, research-based instructional strategies. This process relies on close collaboration with Multi-Tiered System of Supports (MTSS) and Individualized Education Program (IEP) teams to drive data-based instructional decisions.

Describe how progress on the identified indicators will be monitored throughout implementation of the improvement plan.

- The Targeted Improvement Plan shall be a dynamic roadmap that will guide the school improvement efforts and bridge adult practice and student performance. In essence, the process will include:
- (1) planning, (2) Implementation, (3) Monitoring, (4) Adjusting plan and (5) reporting results to stakeholders.

Core Truths to Hold Onto

- **You are not fixing broken children; you are believing in whole ones.** A label on a school report card does not define the kids sitting in your room. They are human beings waiting to be known, not data points to be repaired.
- **Progress is quiet before it is loud.** Big mountains move one small stone at a time. If you wait for a massive turnaround to feel like you are winning, you will miss the micro-victories: the student who finally raised a hand, the one who stayed after class, or the kid who simply felt safe enough to breathe in your presence for an hour.
- **Teaching is the greatest act of optimism.** Choosing to show up, prepare a lesson, and offer dignity in a struggling environment every single day is an act of fierce, rebellious hope.



Raul Yzaguirre School for Success
Ryss Middle School At Broadway
2026-2027 Targeted Improvement Plan

Needs Assessment, Stakeholder Engagement, and Additional Assurances

I assure that the campus named in this plan has conducted an on-site needs assessment in accordance with TEC §39A.053 to determine the factors contributing to low performance and lack of progress. Examples of aligned diagnostics used may include, but are not limited to, the Effective Schools Framework (ESF) Diagnostic, the Effective District Framework Diagnostic, Texas Strategic Leadership (TSL) Landscape Analysis, or a locally developed needs assessment.

Yes

I assure that the locally conducted needs assessment met the requirements in TEC §39A.053 of the Texas Education Code, and that the documentation of the needs assessment and supporting analyses is maintained locally and available upon request.

Yes

Upload a copy of the charter application

Charter Application.pdf

I assure that the Campus Intervention Team (CIT) has conducted a public meeting for this campus required to submit a Targeted Improvement Plan, in accordance with TEC §39A.055(2), with the campus principal, members of the campus-level planning and decision-making committee, parents of students attending the campus, and community members residing in the district to review the campus performance rating and solicit input for the development of the Targeted Improvement Plan.

Yes

I assure that written notice of the required public meeting was provided to the parents of students attending the campus and posted on the campus website, in accordance with TEC §39A.056, and that the notice included the date, time, and place of the meeting.

Yes

I assure that the board conducted a public hearing for this campus identified for school improvement, in accordance with TEC §39A.055 and TEC §39A.057, to notify the public of the campus's insufficient performance, the improvements in performance expected by the agency, and the intervention measures or sanctions that may be imposed if performance does not improve. I further assure that the board solicited public comment on the plan and that the plan was posted on the district website prior to the hearing.

Yes

Please select the date of board approval for this plan:

October 27, 2026

SI Strategy

Please select the option that best describes your overall school improvement strategy for this campus for the 2026-2027 school year.

Intensive Curriculum & Instruction Improvements

Describe the school's overall improvement strategy and how it addresses the indicators that resulted in identification.

The school’s improvement strategy is built on the Effective School Framework, which emphasizes continuous, data informed, and evidence-based improvement across all performance indicators. The plan is anchored in a comprehensive needs assessment (CNA) that identifies current gaps in student learning, curriculum alignment, instruction quality, and school climate.
The overall improvement strategy directly addresses the indicators that led to identification by:
1) Ensuring all instructional materials and pacing align with state standards and research based best practices.
a) Providing teachers with a content specific coach that supports the instructional planning process. This includes developing pacing calendars that address tiered instruction according to needs identified on data results.
b) Teachers will use High-Quality Instructional Materials (HQIM) with fidelity as evidenced by the Instructional Leadership Team (ILT) monitoring data and online usage reports.

c) Assessments will be reviewed by content coaches to ensure teachers provide learning experiences that target the level of rigor of TEKS.
d) Teachers with Emergent Bilingual students will consistently implement research instructional strategies and practices such as translanguaging, scaffolds and visuals, sentence frames, explicit vocabulary instructions, connecting culture and accessing prior knowledge among others (ELPS).
2) Implementing research-based practices with strong, moderate, or promising evidence of impact, including explicit instruction, formative assessment, and differentiated instruction (Instructional quality). See table attached that shows High Yield Instructional Strategies and how they intersect with ELPS and SPED best practice.
3) Administer formative and summative assessment and use data results to inform instruction, intervention, and program adjustments (Data Informed).
4) Provide targeted PD for teachers to strengthen implementation of research-based practices and intensive intervention strategies (Professional Development). See table included.
5) The Chief of Schools and DCSI will assess the campus current budget and analyze expenditures and needs with the purpose of ensuring alignment with intent of the funding and unmet needs that may require additional funding.
Additional Action Steps
District
The campus leader and DSCI will analyze data and reassign teachers ensuring students experience instructional quality.
b) The Chief of Schools will monitor instruction and fidelity of implementation of HQIM and analyze data to determine effectiveness of teaching and learning and assess the need to pivot when the data shows stagnant growth.
c) The Chief of Schools and DSCI will conduct biweekly check-ins and walkthroughs to gather evidence of effectiveness of the plan and determine student growth in all identified indicators.
Instructional Leadership Team and/or Teacher Coaches
i) The Instructional Leadership Team (ILT) and Campus Coaches will ensure teachers internalize lessons (practice) and deliver instructional using a coherent curriculum pacing driven by date results.
ii) The ILT and Coaches will ensure teachers are using a Gradual Release of Responsibility (GRR) model that shifts the cognitive work of learning from the teacher to the students over time.
iii) The ILT and Coaches will observe lessons and provide immediate feedback while ensuring there is clarity about the impact on instructional priorities. ILT and Coaches provide support during lesson planning to ensure ELPS are included in the lesson delivery. Accessibility Features such as Assistive Tools, Assistive Technology, Language Supports, Setting Supports, Timing Supports and other shall be consistently used to ensure students are familiar and are able to apply on their designated assessments (SPED, EB).
iv) The ILT will conduct weekly walkthroughs for novice and developing teachers and bi-weekly walkthroughs for proficient teachers. The walkthroughs will gather data that shows student engagement (talking, writing and task assignment), HQIM, alignment between assessments and TEKS, fidelity of implementation of curriculum pacing, and Research Based

Instructional Strategies (RBIS).
v) The ILT team will protect time for planning and student interventions as evidenced in the master schedule. Effective teachers will be identified to provide tier 2 and tier 3 instruction. Progress monitoring data will be collected to track students and adjust learning experience as needed.
vi) Written and one-on-one feedback will be provided to teachers no later than 48 hours to ensure immediate changes in practices support student learning.

By understanding the needs identified in formative and summative data reports the team will ensure targeted learning opportunities that have been proven effective to measure growth for all students including special populations and emergent bilingual will be consistently implemented in the daily lesson.

Student Outcome Goals

Identify the accountability indicator(s) and performance area(s) that resulted in campus identification.

The following groups and indicators for RYSS Middle School at Broadway received zero points in Domain 3 for 2026 causing the campus to be in the bottom 5% of middle schools in the state: Reading Performance for SPED and continuously enrolled students; Math Performance for Hispanic, EB, SPED, and continuously enrolled students; Reading Growth and Math Growth for Hispanic, economically disadvantaged, EB, SPED, and continuously enrolled students; English Language Proficiency progress for EB students; and Domain 1 STAAR for Hispanic, SPED, and continuously enrolled students.

Describe how the evidence-based interventions included in this plan are expected to improve the identified performance indicators.

The research-based interventions strategies (RBIS) included in the TIP are expected to improve identified performance indicators by linking validated, research-backed strategies directly to measurable goals and tracking implementation with fidelity.

The RYSS Middle School at Broadway staff will conduct a needs assessment using formative and summative assessments as well as the ESF Diagnostic to inform actions on the TIP. By engaging in this process and identifying the root cause for such results, they will align instructional and leadership practices with proven methods for student growth. The research proven practices identified have shown to improve the indicators identified by the data and accountability reports. For instance, research shows that emergent bilingual students will improve outcomes by engaging in peer discussions and providing sentence stems to respond to inquiries. These practices will be included in the lessons and documented by lesson plans and campus and district monitors.

The Chief of Schools, DSCI and ILT will select training, coaching, resources and identify timelines to ensure the interventions are implemented with fidelity. Research consistently shows that the effectiveness of an intervention depends on how well it is implemented; therefore, monitoring, observation and timely feedback will be a priority to ensure the necessary support is provided to teachers and campus leadership team. By embedding interventions into daily practices, the improvement plan expects to see evidence of measurable changes in academic outcomes, behavioral outcomes if applicable.
By setting clear expectations and clear vision, strong principals and educational leaders shape the overall environment that influences learning and is a key strategy for school improvement (Kolsun, 2018; Hammond, 2026). Aligning research-based practices to identified indicators will be the basis of this plan however; recognizing the importance of aligning principal practices to student performance will also yield positive results.
The Targeted Improvement Plan (TIP) will require ongoing monitoring for quality of lesson delivery, coaching and student results. Assessment data, observations and review of multiple documents (triangulation of data) will confirm if students are meeting expected goals aligned to the performance indicators identified in accountability reports. If outcomes are not meeting expected growth, supports will be scaffolded after daily checks or tiers of support will be adjusted. SPED students, the IEP team will convene to research strategies when student scores fall below 70%.
In summary, evidence-based interventions are expected to improve core performance indicators by identifying student learning gaps and aligning them with proven, research-based instructional strategies. This process relies on close collaboration with Multi-Tiered System of Supports (MTSS) and Individualized Education Program (IEP) teams to drive data-based instructional decisions. To guarantee success, the plan supports high-fidelity implementation of High-Quality Instructional Materials (HQIM) and maintains rigorous monitoring systems to validate and refine the overall impact on student learning.

Describe how progress on the identified indicators will be monitored throughout implementation of the improvement plan.

The Chief of Schools and DCSI will oversee the implementation of the improvement plan, ensuring that task owners execute assigned actions and that progress is tracked consistently. The Targeted Improvement Plan shall be a dynamic roadmap that will guide the school improvement efforts and bridge adult practice and student performance. In essence, the process will include:
(1) planning, (2) Implementation, (3) Monitoring, (4) Adjusting plan and (5) reporting results to stakeholders.
The following structures and frequency will be clearly articulated and executed to ensure fidelity of implementation:
• The ILT will engage in consistent monitoring using structured routines to review progress and inform all stakeholders. These routines will involve bi-weekly meetings or check-ins to identify milestones, assess fidelity of implementation and revise actions as needed.
• The DCSI, Chief of Schools (COS) and the Campus Intervention Team (CIT) will meet biweekly to conduct data reviews that show student progress, review student work, intervention data, HQIM usage reports and identify trends and gaps in learning.
• A quarterly milestone document will identify adult practice and student outcomes that will be used as a data informed monitoring tool. After collecting data and artifacts the DSCI, COS and CIT will compare actual results to TIP targets and adjust actions when indicators are not on track.

RYSS Middle School at Broadway
School Year 2026-2027
Quarter 1 Milestones (see table attached)
Timeframe Adult Practice Milestones Student Outcomes Milestones Artifacts
1-30 days Teachers write precise learning objectives

Teachers deliver Gradual Release lesson Cycle (I do, We do, You do)

Design Exit tickets that align to the objective

Align independent Practice to Assessment

100% of teachers submit weekly lesson plans demonstrating complete alignment to the HQIM scope, sequence, and TEKS rigor.

Leadership team schedules and protects weekly observation/feedback visits for every teacher.
75% of students master the intended objective

100% of students complete an initial baseline assessment (TEA Interim?, Summit, IXL?)

Student data tracking folders are distributed and initiated across core classes. PLC agendas showing unit planning.

Informal Walkthrough

Data Report for Interim

Principal walkthrough tracker logs showing coaching feedback loops.
31 -60 days 100% of core teachers attend weekly PLC/DDI meetings to analyze bi-weekly formative quiz data.

Teachers script explicit re-teach plans targeting specific student sub-populations.
 At least 65% of students demonstrate mastery (70% or higher) on bi-weekly, TEKS-aligned formative quizzes.

Student groups (EB, SPED...) show incremental upward growth trends. Completed DDI informed action plans.

Annotated student work samples demonstrating remediation.
61-90 Instructional coaches conduct focused walkthrough calibrations twice a month to verify that re-teach paths are actively implemented in classrooms.
 At least 55% of students achieve "Approaches" or higher on the formal Mid-Cycle Interim Assessment Written walkthrough document TEA Data Report

Additional Info

Please share any additional information about your strategy that was not included in the prior sections. You may also upload documents. (Optional)

quarterly milestones.pdf
Goals Draft 2.pdf
PD RYSS MIddle School.pdf

2026-2027 School Year Professional Develop

Title	What need does this address?	By when (just the month)	Owner/Program
Example Accountability	Federal Targets Reports addressing low performance	Aug-26	DSCI
Solution Tree PLC Training for Content Leads, Teacher Leaders, and District Instructional Staff	Strengthen collaborative team practices, PLC implementation, and instructional leadership.	Aug-26	RYSS Schools Office / PLC Implementation
RYSS Literacy Symposium: New ELPS Flip Book 2.0	Embed the newly adopted ELPS and language supports into rigorous daily content instruction.	Aug-26	RYSS Schools Office / EB-ESL
RYSS Literacy Symposium: What Is Dyslexia? (Grades 6–12)	Build understanding of dyslexia, Structured Literacy, and evidence-based support for struggling readers.	Aug-26	RYSS Schools Office / Literacy and SPED
RYSS Literacy Symposium: Sibme	Introduce the platform used for instructional coaching, professional learning, and reflective practice.	Aug-26	RYSS Schools Office / Instructional Coaching
RYSS Literacy Symposium: TIA Updates	Clarify 2026–27 TIA eligibility, student-growth measures, TEKSReady expectations, timelines, and next steps.	Aug-26	RYSS Schools Office / TIA
RYSS Literacy Symposium: Read-Stop-Talk-Jot	Increase comprehension, academic discourse, and writing across content areas through a repeatable literacy routine.	Aug-26	RYSS Schools Office / Literacy
RYSS Literacy Symposium: Effectively Analyzing and Using Data to Drive Instruction	Use assessment data to identify priorities, plan interventions, and monitor student growth.	Aug-26	RYSS Schools Office / Data-Driven Instruction
RYSS Literacy Symposium: Experience Lovescaping—Love in Action for Educators	Strengthen belonging, relationships, classroom culture, engagement, and student success.	Aug-26	RYSS Schools Office / School Culture
RYSS Literacy Symposium: New ELPS Make and Take	Create classroom-ready language objectives and supports aligned to the new ELPS.	Aug-26	RYSS Schools Office / EB-ESL
RYSS Literacy Symposium: Student Ownership Through Data Conferences	Support student goal setting, progress monitoring, reflection, and ownership of learning.	Aug-26	RYSS Schools Office / Student Data
RYSS Literacy Symposium: Using Nearpod to Increase Student Engagement	Use interactive lessons and real-time formative assessment to increase participation and feedback.	Aug-26	RYSS Schools Office / Instructional Technology

RYSS Literacy Symposium: Writing Using Curipod	Use AI-assisted feedback and interactive writing activities to strengthen writing across content areas.	Aug-26	RYSS Schools Office / Writing and Instructional Technology
RYSS Literacy Symposium: Blended Learning	Use technology-enhanced routines and classroom structures to support engagement, collaboration, and differentiation.	Aug-26	RYSS Schools Office / Instructional Technology
PurpleSense Part II Training	Build staff capacity to use PurpleSense for family-engagement outreach and data tracking.	Aug-26	RYSS PFE / PurpleSense
Building Authentic Relationships with Parents and Families Training and Quiz	Strengthen staff practices for meaningful, respectful family engagement.	Aug-26	RYSS Parent and Family Engagement
McKinney-Vento Training and Quiz	Ensure staff can identify and support students experiencing homelessness and understand required protections.	Aug-26	RYSS McKinney-Vento Program
Title I PFE Best Practices Training and Quiz	Build coordinator capacity to plan and document compliant, meaningful Title I parent and family engagement.	Aug-26	Title I, Part A PFE
Principal Meeting: Sibme Overview	Build leaders' understanding of Sibme for coaching, feedback, and reflective practice.	Sep-26	RYSS Schools Office / Instructional Coaching
Principal Meeting: TIA Designations and Updates	Align principals on TIA designations, eligibility, measures, timelines, and implementation expectations.	Sep-26	RYSS Schools Office / TIA
Principal Meeting: Supporting Emergent Bilingual Students	Strengthen leadership practices and program implementation for emergent bilingual students.	Sep-26	RYSS EB-ESL Programs
Principal Meeting: Classroom Look-Fors Data Analysis	Use walkthrough evidence to identify instructional trends and determine coaching priorities.	Sep-26	RYSS Schools Office / Instructional Leadership
Principal Learning by Doing PLC Book Study Series	Strengthen principals' ability to lead effective collaborative teams and PLC implementation.	Sep-26	RYSS Schools Office / PLC Implementation
Principal Meeting: Campus Attendance Plan Overview	Align campus leaders on attendance-plan development, implementation, monitoring, and follow-up.	Sep-26	RYSS Schools Office / Attendance
Principal Meeting: Learning by Doing PLC Book Study—Revisiting PLC Commitments	Revisit campus PLC commitments and identify next steps for implementation and coaching.	Oct-26	RYSS Schools Office / PLC Implementation
Principal Meeting: T-TESS Walkthrough Calibration Using Sibme—Domain 2	Calibrate walkthrough evidence and feedback using T-TESS Domain 2 and shared video evidence.	Oct-26	RYSS Schools Office / T-TESS
Principal Meeting: STAAR Writing Data Dive and Calibration	Analyze SCR and ECR performance, apply STAAR rubrics, and calibrate scoring through student work.	Oct-26	RYSS Schools Office / Assessment and Literacy

Planned: Principal Learning by Doing PLC Book Study Series	Continue leadership learning and monitoring of effective PLC implementation.	Nov-26	RYSS Schools Office / PLC Implementation
Planned: Common Assessment Data Overview	Review common-assessment results and identify instructional priorities and campus next steps.	Nov-26	RYSS Schools Office / Assessment
Planned: Writing Student Work Analysis Protocol	Use a consistent protocol to analyze student writing and determine instructional responses.	Nov-26	RYSS Schools Office / Literacy
Tentative: TELPAS Testing Strategies	Build teacher and leader capacity to prepare emergent bilingual students for TELPAS and support language growth.	Nov-26	RYSS Schools Office / EB-ESL and Assessment
Planned: Principal Learning by Doing PLC Book Study Series	Continue leadership learning and monitoring of effective PLC implementation.	Dec-26	RYSS Schools Office / PLC Implementation
Planned: Principal Learning by Doing PLC Book Study Series	Continue leadership learning and monitoring of effective PLC implementation.	Jan-27	RYSS Schools Office / PLC Implementation
Planned: Summer School Information and Planning	Prepare campus leaders for summer-school programming, staffing, student identification, and implementation.	Mar-27	RYSS Schools Office / Summer School
Planned: Comprehensive Needs Assessment Preparation for the CIP	Prepare principals to complete CNAs and use findings to inform campus improvement planning.	Mar-27	RYSS Schools Office / Title I and CIP
Planned: Principal Learning by Doing PLC Book Study Series	Continue leadership learning and monitoring of effective PLC implementation.	Mar-27	RYSS Schools Office / PLC Implementation
Tentative: Campus Data Presentations	Support campus leaders in synthesizing and presenting student, program, and implementation data.	Mar-27	RYSS Schools Office / Data
Planned: Principal Learning by Doing PLC Book Study Series	Conclude the leadership book study and identify PLC priorities for the next school year.	May-27	RYSS Schools Office / PLC Implementation

ment for RYSS Middle School at Broadway.

Presenter
Carla Stevens
Solution Tree
Sally Barnes, Seidlitz Education
Katherine Waindel, Region 4 ESC
TJ Hoffman
Alejandra Ortega
Deborah Muniz and Terrie Armstrong
Noelia Longoria, Damon Jasso, and Adan Montelongo
Irene Greaves, Lovescaping
Terrie Armstrong
Crisabella Van Den Bossche
Diana Polanco

Tonya Sampson and Amanda Madrigal
Vishakha Maldonado
Lavinia Carbajal
RYSS PFE Team
RYSS PFE / McKinney-Vento Team
RYSS PFE Team
RYSS Schools Office
Alejandra Ortega
RYSS EB-ESL Team
RYSS Schools Office
RYSS Schools Office
RYSS Schools Office
RYSS Schools Office
RYSS Schools Office
Alejandra Ortega

RYSS Schools Office
RYSS Schools Office
RYSS Schools Office
TBD
RYSS Schools Office
RYSS Schools Office
RYSS Schools Office
RYSS Schools Office
RYSS Schools Office
Campus Principals
RYSS Schools Office

Accountability Component	*Goals*	*Quarterly Goals*
Academic Achievement RLA	Increase students STAAR RLA meets scores from 40% to 44%, as measured in the STAAR assessment by the end of the school year.	
Academic Achievement Math	Increase students Math meets scores from 35% to 47%, as measured by STAAR assessment by the end of the school year.	
Academic Growth RLA	Increase the percent of students that meet academic growth scores in RLA from 56% to 63% as measured by STAAR assessment by the end of the academic school year.	
Academic Growth Math	Increase the percent of students that meet academic growth scores in Math from 35% to 47% as measured by STAAR assessment by the end of the academic school year.	
Accountability Group	Increase the percent of **Emergent Bilingual** students meeting academic growth score from 55% to 62%, as measured by TELPAS Progress Rate by the end of the academic school year.	
Accountability Group	Increase the percent of **Special Education** current students meeting academic growth score from 7% to 19%, as measured by STAAR assessment by the end of the school year.	

DRAFT

Targeted Improve

Phase	Timeline	Milestone
Phase 1: Assessment and Root Cause Analysis	Months 1–2	Complete ESF Diagnostic & Needs Assessment
Phase 1: Assessment and Root Cause Analysis	Months 1–2	Identify Root Causes
Phase 1: Assessment and Root Cause Analysis	Months 1–2	Establish a Clear Vision
Phase 2: Action Planning and Resource Alignment	Months 2–3	Select EBIs (Evidence-Based Interventions)
Phase 2: Action Planning and Resource Alignment	Months 2–3	Develop Timelines and Resource Mapping
Phase 2: Action Planning and Resource Alignment	Months 2–3	Integrate into Lesson Planning
Phase 3: Implementation Capacity Building	Months 3–4	Launch Staff Training
Phase 3: Implementation Capacity Building	Months 3–4	Deploy Leadership Coaching
Phase 4: Monitoring, Feedback, and Fidelity Checks	Months 4–9 / Ongoing	Conduct Campus and District Walks
Phase 4: Monitoring, Feedback, and Fidelity Checks	Months 4–9 / Ongoing	Execute Observation & Feedback Cycles
Phase 4: Monitoring, Feedback, and Fidelity Checks	Months 4–9 / Ongoing	Track Mid-Year Metrics
Phase 5: Summative Evaluation and Scaling	Month 10	Evaluate Year-End Data

Phase 5: Summative Evaluation and Scaling	Month 10	Assess Leadership & Climate Impact

ment Plan Milestones

Owners	KPI
Instructional Leadership Team (ILT), Campus Principal, ESF Diagnostic Team	100% completion of the ESF Diagnostic report and a comprehensive analysis of the latest formative/summative data within the first 4 weeks.
ILT, District Coordinator for School Improvement (DCSI)	1 approved Root Cause Analysis matrix linking specific operational gaps directly to targeted state accountability performance indicators.
Campus Principal, Chief of Schools	100% of staff attend the vision-setting launch; baseline climate survey demonstrates 85% or higher staff clarity on school improvement expectations.
ILT, DCSI, Bilingual/ESL Specialists	100% alignment of chosen EBIs to student performance gaps, specifically documenting peer discussion protocols and sentence stem banks for emergent bilingual students.
Chief of Schools, DCSI, ILT	1 finalized Master TIP Timeline mapping out resources, coaching schedules, and budget allocations signed off by district leadership.
ILT, Department Heads	100% of core subject lesson plan templates updated to include mandatory fields for language objectives, sentence stems, and peer interaction strategies.
ILT, External Consultants/Coaches	100% attendance of instructional staff at EBI professional development sessions; minimum 80% mastery on post-training implementation rubrics.
Chief of Schools, DCSI	100% of campus administrators trained and calibrated on observation protocols and the district's timely feedback framework.
Campus Monitors, District Monitors, DCSI	Bi-weekly classroom walkthroughs completed, with data showing a minimum of 90% fidelity in the use of documented sentence stems and peer discussions during observations.
Campus Principal, Assistant Principals, Instructional Coaches	100% of teachers receive an observation and actionable, written feedback within 48 hours of their scheduled cycle.
ILT, Teachers	Minimum 10% growth in emergent bilingual performance on mid-year formative assessments compared to baseline data.
Chief of Schools, DCSI, ILT	Meeting or exceeding the targeted progress goals on state accountability reports and final summative exams for all student groups.

Chief of Schools, Campus Principal	End-of-year climate surveys show a 20% increase in positive perception of school environment and leadership efficacy compared to the Phase 1 baseline.

Office of the Chief Executive Officer and Superintendent of Schools
Board of Directors Meeting of October 27, 2026.

BOARD ACTION ITEM

SUBJECT:	**APPROVAL OF SERVICE AGREEMENT WITH MURO BUSINESS SOLUTIONS LLC DBA SOLVERE TECH SUPPORT IN AN AMOUNT NOT TO EXCEED $145,680 FOR TECHNOLOGY CONSULTING AND SUPPORT SERVICES FOR FISCAL YEAR 2026-2027**
Speaker(s):	**Dr. Adriana Tamez, President/CEO & Superintendent of Schools; Juan J Santos, M.Ed., Chief Operations Officer**
BACKGROUND:	Solvere Tech Support has provided technology consulting and support services to Raul Yzaguirre Schools for Success (RYSS) and Tejano Center over the past several years. Their services have included IT infrastructure consulting, network administration, system maintenance, technical support, cybersecurity assistance, and support for organizational technology initiatives. Renewal of this service agreement will ensure the continued delivery of reliable and secure technology operations, support ongoing organizational projects, and provide comprehensive technology services across all RYSS campuses and Tejano Center programs.
RECOMMENDATIONS:	that the board approves the IT Support Service Agreement with Solvere Tech Support for the 2026-2027 school year**.**
COST:	**NOT TO EXCEED $145,680**
FUNDS TO BE USED:	**420 FUNDS, Technology Budget**
ATTACHMENT(S):	Solvere Tech Support Service Agreement for 2026-2027

Submitted by: _____

Dr. Adriana Tamez
President /CEO & Superintendent of Schools
Tejano Center/ RYSS Texas Public Schools

Staff Resource: Juan J. Santos, Chief Operations Officer

Approved by Board on: _____

Note: All items in red are required.

SERVICE CONTRACT FOR SERVICES FOR

TEJANO CENTER Inc.

This Contract for Services for Tejano Center for Community Concerns Inc. ("Contract") is made and entered into on 10/28/2026 , by and between **Tejano Center for Community Concerns, Inc. (**"TCCC"), headquartered at 2950 Broadway, Houston, Texas 77017, and MURO Business Solutions LLC Solvere ("Service Provider"), located at 1795 Fry Rd. Suite 203, Katy, TX, 77449 , for Service Provider to provide services to Tejano Center for Community Concerns Inc, in accordance with the terms and conditions specified herein.

RECITALS

WHEREAS, Tejano Center for Community Concerns is an open-enrollment charter school in the State of Texas, established to promote education in various counties across the state;

WHEREAS, Both TCCC and Service Provider desire to set forth in writing the terms and conditions of their agreement for the Service Provider to provide certain services to TCCC;

WHEREAS, TCCC has determined that such services are in support of its educational objectives;

NOW 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:

I. PURPOSE

TCCC agrees to retain Service Provider and Service Provider agrees to provide services to TCCC as an independent contractor and to perform the duties and provide all necessary labor and resources needed to provide the services set forth in Section II – Scope of Work. Service Provider shall also perform such other related services and duties as are customarily performed by a Service Provider in a similar position.

II. SCOPE OF WORK

Exhibit A includes a detailed Scope of Work that sets out the services (hereinafter "Services") Service Provider agrees to provide, as needed and authorized in writing by TCCC.

III. TERM OF CONTRACT

This Contract is for services beginning 10/28/2026 and ending10/27/2027("Term"), unless terminated as provided herein. All extensions of this Contract shall be subject to the terms and conditions specified herein. This Contract may be extended by mutual written consent of the parties, contingent upon approval of TCCC's Board of Directors, as may be required.

IV. TERMINATION

The parties may mutually agree in writing to terminate this Contract for any reason, with or without cause, effective immediately as of the date agreed. In the event of such early termination, TCCC will make payment only for services rendered and accepted by TCCC through the effective date of the Contract's termination. TCCC will be responsible for payment for only those Services that have been accepted by TCCC up to the termination date. TCCC is entitled to a pro-rata refund for any Services for which TCCC has paid but which have not yet been provided by the Service Provider or accepted by TCCC. Upon breach of this Contract by TCCC, Service Provider may terminate this Contract by giving thirty (30) days' advance written notice to TCCC, with TCCC having the right to cure the breach within such notice period. TCCC may, by written notice, immediately terminate this Contract if Service Provider has defaulted in whole or in part (including but not limited to failure to provide the Services in a satisfactory and proper manner, in the sole discretion of TCCC), refuses or fails to comply with the provisions of this Contract, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the Services within the same time period specified or any written extension thereof. In such event, TCCC may obtain comparable services elsewhere and either deduct the costs of obtaining such services from any amount owed Service Provider or Service Provider shall reimburse TCCC for such costs incurred by TCCC. TCCC may further terminate this Contract for any reason, with or without cause, by giving thirty (30) days' written notice to Service Provider.

In the event this Contract is terminated because of a violation or breach of the Contract's terms by the Service Provider, TCCC shall be entitled to all administrative, contractual and legal remedies, including but not limited to sanctions, penalties, and any such other rights and remedies available at law or in equity that the court deems just.

V. COMPENSATION

TCCC will pay the Service Provider an amount not to exceed $145,680.00 for Services provided in Exhibit A. TCCC shall not reimburse Service Provider for mileage expenses. Service Provider will invoice TCCC periodically throughout the Term of the Contract in accordance with Section VI of this Contract. TCCC is Texas sales and use tax exempt and will not reimburse Service Provider for any Texas sales taxes incurred by Service Provider. In the event that any payment(s) to Service Provider under this Contract are subsequently disallowed by a state or federal grant awarding agency or in the event that TCCC is required to refund any funding received from a state or federal grant awarding agency relating to Service Provider's work, to the maximum extent permitted by applicable law, Service Provider shall repay to TCCC, on demand, the amount of any such disallowed costs and/or refund(s). TCCC may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Service Provider under this Contract.

VI. BILLING AND PAYMENT/INVOICES

Service Provider shall submit original invoice(s) to the TCCC Business Office, as statements of services rendered. Service Provider shall submit invoices within a timely manner during TCCC's fiscal year in which the good(s) and/or services are purchased. The invoices shall include the following: date of invoice, billing period, dates of service, list of services provided daily including dates and amount of time spent performing each service, detailed descriptions of the services provided on each of the dates listed including location where services were provided, invoice number, contact information, deliverables under the Contract, and certification of service provided through a signature by a company representative. The compensation to be paid should be invoiced by region (city), reflecting the TCCC school and costs allocated by school/area.

Invoices shall be sent via email for processing to the TCCC Business Office at accountspayable@tejanocenter.org

Service Provider is required to submit to TCCC a completed IRS Form W-9 for the current tax year, Ch. 22 Criminal History Records Contractor Certification: Contractor/ Subcontractor Employees, Conflict of Interest Questionnaire, and other forms required by TCCC before payment is rendered. Payment to Service Provider shall be made only after Services are performed and not before. Advance payment to Service Provider is strictly prohibited.

Service Provider shall invoice TCCC within ninety (90) days after Services or Professional Services are rendered. In the event Service Provider fails to invoice TCCC within the 90-day period, TCCC shall not be required to pay for such Services rendered. Payments are due to Service Provider within thirty (30) days after the later of the following: (1) the date TCCC receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date TCCC receives an invoice for the goods or service.

Service Provider agrees to pay any subcontractors, if any, the appropriate share of the payment received from TCCC not later than the tenth (10th) day after the date Service Provider receives the payment from TCCC. Service Provider shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to Service Provider's subcontractors and/or employees, if any.

Failure to send the invoices to the Controller's Office will delay payment. Service Provider certifies that no work has been performed before the Effective Date of this Contract (as hereinafter defined). Invoices submitted by Service Provider for work performed prior to the Effective Date of the Contract (as hereinafter defined) may not be honored by TCCC, in TCCC's sole discretion. TCCC may purchase services from the Service Provider using TCCC's purchase order process; this Contract shall govern all conditions and service terms between Service Provider and TCCC. In the event that Service Provider's personnel begin work before Service Provider receives a valid purchase order and/or the signing of this Contract, Service Provider agrees that TCCC is not liable for payment of such services rendered.

In addition to all other rights and remedies that TCCC may have, TCCC shall have the right to setoff, against any and all amounts due to Service Provider by TCCC, whether due under this Contract or any other contract or agreement between TCCC (including any department or division of TCCC) and Service Provider, any sums to which TCCC is entitled under this Contract, as determined by TCCC in its sole discretion, including, without limitation, sums due by Service Provider to TCCC as a result of indemnification obligations and/or warranty claims.

VII. INSPECTION AND ACCEPTANCE OF SERVICE

TCCC reserves the right to inspect the Services provided under this Contract at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Contract, TCCC may elect, in TCCC's sole discretion, to: (i) require Service Provider to perform the Services again in conformity with such requirements, with no additional charge to TCCC; or (ii) equitably reduce payment due Service Provider to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to TCCC in this Contract or otherwise available by law.

VIII. RELATIONSHIP OF THE PARTIES/ INDEPENDENT CONTRACTOR STATUS

It is the intention of the parties that the Service Provider be an independent contractor and not an employee, agent, joint venturer, or partner of TCCC. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between TCCC and either Service Provider or any employee, volunteer, or agent of Service Provider, nor shall anything in this Contract be construed as creating or establishing a joint venture or business partnership between TCCC and either Service Provider or any employee, volunteer or agent of Service Provider. Service Provider is not entitled to participate in any pension plans, bonus, stock, or similar benefits that TCCC provides for its employees. TCCC and Service Provider agree that neither Service Provider nor Service Provider's subcontractors, agents, or employees shall be covered under any TCCC insurance policy, including but not limited to TCCC's liability, property and casualty, or workers' compensation insurance policies. Service Provider agrees that TCCC has no responsibility for any conduct of any of Service Provider's staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, or licensees. The Service Provider assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees while performing any services incident to this Contract, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations.

As an independent contractor, Service Provider will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. Service Provider shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by TCCC hereunder and Service Provider shall indemnify and hold TCCC harmless in this regard. Service Provider will be free to contract for similar services to be performed for other entities while Service Provider is under contract with TCCC.

IX. NO THIRD-PARTY BENEFICIARIES

Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.

X. NO WAIVER OF IMMUNITY

The execution of this Contract and the performance by TCCC of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and TCCC shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to TCCC, its directors, officers, employees, or agents under federal or Texas laws.

XI. AUTHORIZATION OF CONTRACT

By signing this Contract, the undersigned representative for Service Provider represents and warrants that s/he has authority to enter into this Contract on behalf of Service Provider.

XII. NO WAIVER

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 of this Contract shall be taken or held to be a waiver of any other term hereof or the breach thereof. No failure or delay by TCCC in exercising any right or power accruing upon the non-compliance or failure of performance by Service Provider under the provisions of this Contract shall be construed to be a waiver of such non-compliance or failure of performance or subsequent rights accruing to TCCC. No waiver of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

XIII. SUBCONTRACTORS

If TCCC gives written permission for Service Provider to subcontract any of the Services, Service Provider shall ensure that each subcontractor complies with all provisions of this Contract. Service Provider shall require each subcontractor to maintain and to furnish Service Provider with satisfactory evidence of Workers Compensation, Employer's Liability, and such other forms and amounts of insurance which Service Provider deems reasonably adequate. Service Provider shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.

XIV. NOTICE

Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be effected by hand-delivery or by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed to the following address. Each party may change the address at which notice is to be sent to that party by giving notice of such change to the other party by hand-delivery or by certified mail, return receipt requested.

To: MURO Business Solutions LLC Solvere
Attn: David Romero
1795 Fry Rd. Suite 203, Katy, TX, 77449

To: TCCC Texas, Inc.
Attn: Assistant to the President-CEO 2950 Broadway
Houston, TX 77017

XV. NO ASSIGNMENT

Neither this Contract, nor any duties or obligations under it shall be assignable by Service Provider without the prior written acknowledgement and authorization of TCCC.

XVI. SECTION HEADINGS

The headings of sections contained in this Contract are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Contract.

XVII. GOVERNING LAW

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 or relating to this Contract shall be a court of competent jurisdiction in Harris County, Texas.

XVIII. ATTORNEYS' FEES

The prevailing party in any adjudication relating to or arising out of this Contract shall be awarded all reasonable and necessary attorneys' fees and costs.

XIX. COMPLIANCE WITH APPLICABLE LAW AND TCCC RULES, REGULATIONS, AND REQUIREMENTS

Service Provider agrees to comply and certifies compliance with all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. If applicable, Service Provider certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in TCCC's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 C.F.R. Part 200," which is incorporated by reference herein. Service Provider further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those referenced in TCCC's Vendor Packet completed by Service Provider, which is incorporated by reference herein. Further, Service Provider agrees to and shall comply with all rules, regulations, and requirements of TCCC and the TCCC school(s) at which any Services are to be performed.

XX. NON-DISCRIMINATION

Service Provider will not discriminate because of race, color, religion, national origin, sex, age, disability, or any other characteristic protected under applicable federal, state, or local laws.

XXI. ENTIRE AGREEMENT

This Contract, including any attached and incorporated addenda, exhibits, attachments, and documents/forms; and Service Provider's completed TCCC Vendor Packet (including all certifications therein) contain the entire agreement of the parties relative to the purpose(s) of this Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. This Contract governs TCCC's relationship with Service Provider for use of the Services. The Contract includes any additional or different terms that may from time to time be implemented via written agreement between both parties, in accordance with the paragraph herein entitled "Changes and Amendments." In the event of a conflict between or among the contract documents, the following hierarchy shall prevail: (1) the terms and conditions of this Contract; (2) addenda, exhibits, attachments, and documents/forms attached to this Contract; (3) the Service Provider's completed TCCC Vendor Packet. This Contract supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, Service Provider contracts, Service Provider terms of use, or similar commercial documents relating hereto and which may be issued by Service Provider after the Effective Date of this Contract (as hereinafter defined). Any additional schedule(s) or attachment(s) subsequently attached to this Contract shall be given precedence as set forth herein, except as otherwise expressly provided in any such schedule or attachment.

XXII. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this

Contract and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

XXIII. REVIEW OF PROGRESS

Service Provider will work diligently to meet all timelines mutually established by Service Provider and TCCC. TCCC reserves the right to monitor the progress of Service Provider. Upon request by TCCC, Service Provider shall provide periodic status reports to TCCC with approximate timelines for completion of the Services, and other information reasonably requested by TCCC. No written reports of any kind shall be released to any third parties without prior written approval of TCCC.

XXIV. LIABILITY

Service Provider shall take all precautions necessary for the safety of and prevention of damage to TCCC's property and for the safety of and prevention of injury to persons, including TCCC's employees and students, Service Provider's employees, and third parties (including but not limited to guests, invitees, and the like), on TCCC's property. All Services are performed entirely at Service Provider's risk.

XXV. INDEMNITY

TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS TCCC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, DAMAGE, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES), AND CLAIMS FOR INJURY TO OR DEATH OF ANY PERSON, OR INJURY OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, PERFORMANCE UNDER THIS CONTRACT (COLLECTIVELY, "CLAIM"), WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY SERVICE PROVIDER, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, EXCEPT FOR CLAIMS ARISING ENTIRELY FROM THE NEGLIGENCE OF TCCC.

Nothing in this Contract shall be construed to create a claim or cause of action against TCCC for which it is not otherwise liable, to waive any immunity or defense to which TCCC may be entitled, or to create an impermissible deficiency debt of TCCC.

XXVI. INSURANCE

Unless TCCC's Chief Financial Officer agrees in writing to waive the following requirements, Service Provider shall comply with all of TCCC's insurance requirements. Service Provider shall carry, for the duration of this Contract, the following insurance coverages, in amount(s) and with insurer(s) acceptable to TCCC. Service Provider shall maintain insurance coverage in the amounts specified by TCCC. TCCC shall be named as an additional insured on such insurance policies. Service Provider shall cause the insurance policies to: provide that any losses will be payable notwithstanding any act or negligence of TCCC or any other person; provide that the insurer will have no right of subrogation against TCCC; and be reasonably satisfactory to TCCC in all other respects. Certificates of Insurance on the current ACORD form shall be issued to TCCC showing all required insurance coverage prior to the start of work. Service Provider shall assure that TCCC will receive written notice of at least thirty (30) days in advance of the effective dates of any reduction, modification, cancellation, or termination of such insurance policies.

Minimum Limits of Insurance

Service Provider shall maintain limits no less than:

1.	**General Liability:**	$2,000,000 per occurrence for bodily injury, personal injury and property damage.
2.	**Automobile Liability:**	$1,000,000 per accident for bodily injury and Property damage.
3.	**Workers' Compensation:**	As required by the State of Texas.
4.	**Employers' Liability:**	$1,000,000 each accident, $1,000,000 policy limit bodily injury by disease, $1,000,000 each employee bodily injury by disease.
5.	**Crime/Employee Dishonesty:**	$1,000,000 per occurrence for loss or damage resulting from theft to third party client property in the care, custody and control of the vendor and its employees.

If the Service Provider maintains higher limits than the minimums shown above, TCCC shall be entitled to coverage for the higher limits maintained by the Service Provider.

Other Insurance Provisions

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. TCCC, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Service Provider; and with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement to the Service Provider's insurance policy, or as a separate owner's policy.

2. For any claims related to the Services provided under this Contract, the Service Provider's insurance coverage shall be primary insurance as respects TCCC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by TCCC, its officers, officials, employees, or volunteers shall be secondary to, in excess of, or supplemental to, the Service Provider's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been provided to TCCC.

Waiver of Subrogation

Service Provider hereby agrees to waive subrogation which any insurer of Service Provider may acquire from Service Provider by virtue of the payment of any loss. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of TCCC for all work performed by the Service Provider, its employees, agents and subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise expressly indicated as acceptable to TCCC. Non-action or omission is not to be construed as indication of acceptance. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Service Provider shall furnish TCCC with endorsements effecting coverage required by this section. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided by TCCC, unless the insurance company will not use TCCC's forms. All endorsements are to be received and approved by TCCC before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to TCCC's forms, the Service Provider's insurer must provide complete copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Subcontractors

Service Provider shall require and verify that all subcontractors currently possess and continuously maintain insurance meeting all the requirements stated herein.

XXVII. WARRANTIES

All goods and/or services provided by Service Provider under this Contract must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of TCCC's acceptance of the product and/or service or payment of the applicable invoice. Service Provider warrants that all goods and/or services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by TCCC, if any. In addition, Service Provider warrants that all goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Service Provider shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract or the procurement solicitation, if any.

XXVIII. CRIMINAL HISTORY BACKGROUND CHECK

Service Provider shall complete the "Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees" form regarding the criminal history of covered employees, which is incorporated by reference herein. Noncompliance or misrepresentation regarding this certification may be grounds for termination of this Contract.

XXIX. RELEASE OF INFORMATION/ CONFIDENTIAL DATA OF TCCC

Unless required by law, the existence and terms of this Contract may not be disclosed by the Service Provider to any third party without the prior written consent of TCCC. The Service Provider may not publish or use any publicity materials relating to this Contract or use TCCC's name without the prior written consent of TCCC. Only the specific information expressly identified in TCCC's written consent may be disclosed, and the disclosure must be made only to the specific third party(ies) expressly identified in TCCC's written consent.

XXX. RECORDS RETENTION AND AUDITS

TCCC or its authorized representatives, shall be afforded unrestricted access to and permitted to inspect and copy any and all books, documents, papers, and records in the possession of the Service Provider (and its successors, transferees, assignees, and subcontractors) at any time, which shall include but not be limited to accounting records (hard copy as well as computer-readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Service Provider shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment is made under this Contract. If this Contract is funded from contract/grant funds provided by the U. S. Government or the State of Texas, then (1) the Service Provider shall preserve all such records as required by 2 C.F.R. § 200.334, and (2) the Contract, books, and records shall be available for review and audit by TCCC, the Comptroller General of the U.S., the Department of Homeland Security, FEMA, and/or the Inspector General (and any of their duly authorized representatives), and/or the State of Texas and its duly authorized representatives.

XXXI. EDUCATIONAL RECORDS

Service Provider agrees that Service Provider and its employees, agents, and/or representatives may receive access to student information for certain students of TCCC, pursuant to this Contract. Service Provider shall secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to all privacy laws. Service Provider understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information, and Service Provider agrees to abide by FERPA rules and regulations, as applicable. Pursuant to the FERPA, Service Provider must protect the confidentiality of TCCC student records and shall not release any information without written consent from the TCCC student's parent/guardian or eligible student unless required to do so by applicable law. Service Provider further acknowledges that to the extent Service Provider, including but not limited to, Service Provider's staff, employees, and/or representatives, receives confidential TCCC student information during the performance of duties under this Contract, Service Provider is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law. Service Provider shall require its employees and other agents to execute written agreements requiring that such information be kept confidential. The Parties agree to enter into a Data-Sharing Addendum in the event confidential student information is to be shared, as required by applicable law. Service Provider and its employees/ representatives shall at all times abide by applicable laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA). Service Provider shall immediately provide notice to TCCC of any violation of the terms of this paragraph.

Service Provider agrees that TCCC's student data, including but not limited to documents and information concerning any individual student (hereinafter "TCCC student data"), is to be held in strictest confidence and assures that procedures are in place for safeguarding, monitoring, and protecting the confidentiality of TCCC student data. Service Provider shall keep all media containing TCCC student data in a secure area. In addition, Service Provider agrees that any data sets or output reports generated by its employees, agents, and/or representatives with TCCC student data are confidential. Service Provider shall not disclose to any unauthorized person any data sets or reports with TCCC student data. Service Provider agrees to monitor and be responsible for any access to TCCC student data by tracking access through the use of password(s). Service Provider shall provide TCCC immediate notice of any security and/or data breaches and shall comply with any and all requirements to notify users of such security and/or data breaches as required by federal law or the laws of the state of Texas. TCCC or its designee shall have access to all education records and other documents in the possession of Service Provider concerning students served by TCCC for purposes of monitoring student progress, conducting evaluations, and making reports.

Upon termination of this Contract for any reason, Service Provider shall return to TCCC within ten (10) calendar days all TCCC student data delivered to or collected by the Service Provider during the course of this Contract, together with the Service Provider's written certification that all copies of the TCCC student data stored by the Service Provider or in the

Service Provider's possession (including but not limited to on servers, backup servers, backup media, or other media including paper copies) have been returned to TCCC, and/or permanently erased or destroyed using industry best practices to assure complete destruction.

Service Provider shall be responsible for ensuring compliance with the obligations of this section by each of its employees, agents, representatives, and subcontractors providing services pursuant to this Contract, including but not limited to informing those persons and entities of these obligations and exercising adequate supervision and oversight over said persons and entities to ensure their compliance. Service Provider shall be solely responsible for any breach of the obligations of this section by any of its employees, agents, representatives, or subcontractors.

XXXII. RECORDS REQUESTS

The Parties acknowledge that TCCC is obligated to strictly comply with the Texas Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Contract, as well as any other disclosure of information required by applicable Texas law. Upon the written request of TCCC, Service Provider will promptly provide specified contracting information exchanged or created under this Contract. Service Provider waives any claim against and releases from liability TCCC, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by either Party and determined by TCCC, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code.

Service Provider shall immediately notify TCCC if Service Provider receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records maintained by Service Provider on behalf of TCCC pursuant to this Contract. Service Provider shall provide a copy of such request to TCCC, unless otherwise prohibited by law.

XXXIII. BUSINESS ETHICS/ CONFLICT OF INTEREST

During the course of contract negotiations and contract performance, the Service Provider will maintain business ethics standards to avoid real or apparent impropriety or conflicts of interest. The officers, employees, and agents of TCCC may neither solicit nor accept gratuities, bribes, favors, or anything of monetary value from Service Provider, its vendors, or parties to subcontracts. No substantial gifts, entertainment, payments, loans or other considerations beyond that which is unsolicited and would be collectively categorized as incidental shall be made to any employees or officials of TCCC, its authorized agents and representatives, or to family members of any of them. If at any time the Service Provider believes there may have been a violation of this obligation, the Service Provider shall notify TCCC within 24 hours of the possible violation.

TCCC may, by written notice to the Service Provider, immediately cancel a Contract without penalty and without further liability or obligation, monetary or otherwise, to the Service Provider if it is determined by TCCC, in its sole discretion, that any gratuity, bribe, favor, or anything of monetary value was offered or given by the Service Provider or any principal, agent, or awarding representative of the Service Provider to any officer, employee, or agent of TCCC with a view toward securing the Contract or securing favorable treatment with respect to the amending or the making of any determinations regarding the performance of the Contract. In the event the Contract is canceled by TCCC pursuant to this provision, TCCC shall be entitled, in addition to all other rights and remedies to which it is entitled, to recover or withhold the amount of the cost incurred by the Service Provider in providing such gratuity, bribe, favor, or item of monetary value.

TCCC reserves the right to request a representation letter from the Service Provider on behalf of the Service Provider and any and all of its subcontractors and/or vendors at any time disclosing all items of value that have passed from the Service Provider, its subcontractors, and/or its vendors to TCCC's personnel and/or its authorized agents and representatives.

During the Term of Service Provider's service to TCCC, Service Provider shall not, directly or indirectly, whether for Service Provider'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 TCCC.

XXXIV. CONFIDENTIAL & PROPRIETARY INFORMATION

In the course of performing duties under this Contract, Service Provider may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by TCCC and employees of TCCC. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of TCCC, either during the Term of this Contract or after such Term.

Service Provider acknowledges that TCCC would be irreparably injured if Service Provider were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for

Service Provider's own purposes or benefit and that money damages would not compensate TCCC for such irreparable injury.

In addition to the above obligations of Service Provider, the parties agree that they may provide technical information, documentation and expertise to each other that is either (1) conspicuously marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence using reasonable efforts to prevent the disclosure of Confidential Information to third parties, at least equal to the efforts employed by the receiving party to protect its own confidential information of like kind; (ii) except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's authorized employees on a need-to-know basis; and (iii) use the disclosing party's Confidential Information solely for performance of this Contract. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations and the knowledge of the receiving party is known to the disclosing party; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall notify the other party of such intended disclosure immediately upon receipt of the court order or other event triggering a disclosure obligation, in order to allow such party to seek a protective order or other remedy. The provisions of this paragraph survive the expiration or earlier termination of this Contract.

XXXV. RIGHTS TO INVENTIONS

All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Service Provider in the performance of its obligations under this Contract, shall be deemed works for hire" and the exclusive property of TCCC, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Service Provider shall deliver all such materials to TCCC upon completion, termination, or cancellation of this Contract. Any programs, data, or other materials furnished by TCCC for use by Service Provider in connection with the Services performed under this Contract will remain TCCC's property. Any pre-existing programs, data, or other materials furnished and owned by Service Provider for use by Service Provider in connection with the Services performed under this Contract will remain Service Provider's property. TCCC expressly retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by Service Provider and/or its personnel in the course of performing the Services under this Contract.

XXXVI. INTELLECTUAL PROPERTY

Service Provider represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Contract.

XXXVII. NON-APPROPRIATION OF FUNDS

The Term of this Contract is a commitment of TCCC's current revenue only. Notwithstanding anything to the contrary in this Contract, TCCC is obligated to make payments only as approved each year by TCCC's Board of Directors. TCCC's Board of Directors retains the right to terminate the Contract at the expiration of each budget period of TCCC. To the extent that TCCC will use federal grant funds to fulfill its obligations under this Contract, Service Provider acknowledges that federal funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award ("NOGA") by TCCC from the awarding agency. As such, if TCCC does not receive sufficient funding for the services provided in this Contract, TCCC may terminate this Contract without penalty or further obligation to Service Provider, at any time upon written notice to Service Provider.

XXXVIII. NON-EXCLUSIVITY

Nothing in this Contract may be construed to imply that Service Provider has the exclusive right to provide TCCC Services. During the Term of this Contract, TCCC reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of Service Provider. In addition, nothing in this Contract may be construed to require that TCCC purchase any specific amount, quantity, or quota of services from Service Provider.

XXXIX. PERFORMANCE

Service Provider represents and warrants that Service Provider has the experience, qualifications, licenses, and certifications required to provide the Services. Further, Service Provider agrees that Service Provider's Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from TCCC. If Service Provider is unable to complete the work in this manner based on the mutually agreed upon timeline, Service Provider shall notify TCCC as specified in Section XIV.

XL. PROFESSIONAL SERVICES

To the extent that this Contract is for professional services and governed by the Professional Services Procurement Act, Tex. Gov't Code Chp. 2254, Service Provider represents and warrants that (1) Service Provider has demonstrated competence and possesses qualifications to perform the Services and is performing the Services for a fair and reasonable price, and (2) the professional fees under the Contract do not exceed any maximum provided by law.

XLI. INDEBTEDNESS

Service Provider represents that to the best of its knowledge it is not indebted to TCCC. Indebtedness to TCCC may be grounds for termination of this Contract.

XLII. NON-COLLUSION

The undersigned affirms that Service Provider has not prepared its submission, if any, in collusion with any other company, corporation, firm, partnership or individual, and that the contents of Service Provider's submission, if any, as to prices, terms or conditions of said submission have not been communicated by the undersigned nor by any employee or agent of Service Provider to any other person engaged in this type of business prior to the official opening of Service Provider's submission.

XLIII. DEBARMENT AND SUSPENSIONS

The Service Provider certifies, to the best of its knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Service Provider shall immediately provide written notice to TCCC if at any time the Service Provider learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. TCCC may rely upon a certification of a Service Provider that the Service Provider is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless TCCC knows the certification is erroneous.

XLIV. CHANGES AND AMENDMENTS

During the Term of the Contract, TCCC reserves the right to make changes to the Services the Service Provider is required to provide pursuant to this Contract, including but not limited to adding schools to, or deleting schools from, the locations where services are to be provided in Exhibit A – Scope of Work. This Contract may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Contract.

XLV. 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.

XLVI. FORCE MAJEURE

The parties to this Contract may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

XLVII. SIGNATURES

IN WITNESS THEREOF, TCCC and the Service Provider have executed this Contract to be effective as of the date of the last signature below ("Effective Date").

Notice to Service Provider: Any change(s) made to the provisions above will nullify this Contract.

Agreed to by Service Provider

Name: **Date**
Title:
Taxpayer Identification #:
Address:

Agreed to by Tejano Center, Inc.

Tejano Center Inc.

Name: **Date**
Title:

Reviewed by Chief of Schools

_____ _____

Reviewed by CFO

_____ _____

For Internal Use Only

420-53-6299-00-999-7-99-000 100%

EXHIBIT A:
SCOPE OF WORK

I have attached supplemental documentation using the "Add Attachments" button at the bottom of this form

Terms and conditions set forth in TCCC contract language supersede otherwise conflicting terms and conditions herein.

This *Consulting and Technical Support Services Agreement* ("Agreement") effective as of date of execution below (the "Effective Date"), is entered into by **MURO Business Solutions LLC DBA Solvere Tech Support**, a Texas limited liability company with address 1795 Fry Rd. Suite 203, Katy, TX, 77449, TIPS Contract # 240101 ("**Consultant**") and **RYSS Texas Public Schools** Texas corporations with address 2950 Broadway St. Houston, TX, 77017 ("**Client**"). The Consultant and Client are sometimes collectively referred to as the "**Parties**."

Conditions of Consultation

1) **Consultant's Duties.** Client hereby engages Consultant to provide certain IT infrastructure consulting services, described in the following definitions:

   a) "**Remote Maintenance & Support**" means the remote hours that Consultant expends to monitor and administer Client's IT infrastructure systems and hardware, including the monitoring of network security, Client's computers, support of general office applications like MS Office and operating systems.

   b) "**Out of scope Remote Support**" means any technical support, other than regular *remote Maintenance & Support*, requested by Client via email or telephone, which Consultant administers via telephone or by remote access to Client's equipment.

   c) "**On-Site Support**" means any technical support, other than regular *remote Maintenance & Support*, requested by Client via email or telephone, which Consultant must administer at the physical location of the equipment or problem.

2) **Compensation**. Consultant shall receive compensation from Client, in consideration of Consultant's performance of Consultant's duties, as follows:

   a) **"Maintenance, Consulting & Support"** The following pricing shall apply to IT Maintenance, Support and Consulting services and includes the volume discounts. Amounts are calculated in a monthly basis:

IT Support and Consulting for RYSS School

Service Description	Remote Hours AVG	Onsite 1st Layer	Onsite 2nd Layer	Amount
All RYSS Campuses	120	60	20	$12,140.00

Equipment or Service	Qty	AVG Hours
PCs, Chrome Books, Tablets	2000	50
Physical Servers	6	6
Virtual Servers	14	14
Network Switches, Routers and Access Points		30
All Business-Related Software running on the infrastructure.		60
IT Consulting		30
TOTAL HOURS		200

Licenses

Service Description	QTY	Amount
Remotely Software Licenses (Remote Access Software) cost included	1,000	$0.00

TOTAL MONTHLY	**$12,140.00**

solvere
TECH SUPPORT

Brownsville Onsite Visits

Service Description	Amount
Onsite visits to Brownsville will be charged separately per visit. Each visit includes 8 onsite hours at the campuses and travel expenses - Extra hours will be charged at $90 per hour - Extra days will have an additional charge of $250 per day - Visits must be pre-approved by Tejano Center COO	$1,240.00

Detailed service descriptions

First Line of Support

- Initial point of contact for users
- Provide basic technical assistance on issues via remote or onsite
- Troubleshoot common hardware, software, and network issues
- Key tasks include resetting passwords, resolving login problems, documenting issues helpdesk system
- Escalate more complex problems to the Second line of support

Second Line of Support

- Resolve escalated tickets from First line of support
- Configuration and maintenance of backup and security procedures
- Configuration and maintenance of network switches and VLANs
- Configuration and maintenance of Active Directory, Azure 365, Google Admin
- Support of users on all the business-related software running on this infrastructure
- Unlimited remote support
- Vehicle utilization in support of on-site activities

IT Consulting

- Provides expert advice, guidance, and support for the information technology needs.
- Assessment of existing systems.
- Implementation of new technologies or data analytics.
- Offer strategic insights to improve efficiency, security, and competitive advantage.
- Help align technology with overall strategy of the organization
- Help ensure technology effectively supports goals in a complex digital landscape

b) **What is included:**

i) Onsite First line of support will be provided through a designated IT 1st Layer Support Specialist

ii) Remote and On-site Second line of support for the end users, devices, and network infrastructure for the RYSS locations and Tejano Center Headquarters:

(1) Northeast STEM Academy located at 10918 1/2 Bentley, Houston, TX, 77093

(2) RYSS Early Childhood Academy Leonel Castillo located at 2101 South Street, Houston, TX, 77009

(3) RYSS Early College T-STEM & STEM Academy located at 2950 Broadway St, Houston, TX, 77017

(4) RYSS P-STEM Academy located at 2950 Broadway St, Houston, TX, 77017

(5) RYSS STEM Academy Pasadena located at 1062 Fairmont Pkwy, Pasadena, TX, 77504

(6) BRYSS Academy located at 2255 N. Coria St. Brownsville, TX, 78520

(7) RYSS Academy at OST 3215 Produce Row, Houston, TX, 77023

(8) Tejano Center Headquarters, Administration, Financial and Business offices located at 2950 Broadway St, Houston, TX, 77017

iii) Monthly preventive maintenance: and monitoring of the server's health regarding OS (Operating System) and Antivirus updates, virus/adware clean up and hard drives & main memory usage.

iv) Remote Support and Consulting: Unlimited phone/email requests to troubleshoot and correct any issue related to Operating System (Windows, MAC, Chrome, Linux), Office Software, Antivirus, Network connectivity, devices & peripherals (printers, scanners, etc.) connectivity. Unlimited phone/text/email requests to discuss future or current Technology related solutions and projects.

v) Network troubleshooting of issues presented on network adapters, routers, access points and switches.

vi) Backup monitoring: Monthly review of the server's backups procedures and data consistency.

vii) Three Hundred Eighty-Four (384) Onsite Hours package valid for a year (32 hrs./month 8 hrs./week average) to be used for onsite visits after Client's authorization. Package renews when agreement renews. Hours do not accumulate for the following year.

viii) Special reduced price for additional onsite support: visit hours ($90 per hour) when required. Based on experience we usually have solved 95% of the IT issues remotely.

c) **"Out of scope Remote Support"** $60.00 per hour; one hour minimum. Out of scope remote and on site support must be preapproved by COO.

d) **"Out of scope On-Site Support**" $90.00 per hour; one-hour minimum during regular business hours (Mon – Friday from (9:00 a.m. to 6:00 p.m.) After hours it will be $135.00 per hour; one-hour minimum. Out of scope remote and on site support must be preapproved by COO.

e) Consultant shall present Client with an invoice due on the first day of each month's cycle (1-30 or 15-14) for the recurring monthly fees (IT Support and Preventive Maintenance) and for any additional fees (i.e. Out of scope remote Support and On-Site Support, Special Projects).

f) Consultants' invoices shall be due 30 days after receipt.

g) Payment by credit card shall incur an additional 3.5% convenience fee.

Other Provisions

3) **Autorenewal and Termination**. This Agreement shall automatically renew each year on the anniversary of the Effective Date and continue in effect for another year unless the Agreement is terminated or amended as follows:

a) bankruptcy, receivership, dissolution, or cessation of Client or its business.

b) breach of any part of this Agreement by either party, unless such breach is waived in writing by the non-breaching party.

c) Client chooses to terminate this Agreement by giving 30 days' Notice to Consultant.

d) Consultant chooses to terminate this Agreement by giving 30 days' Notice to Client.

e) In the event that Client terminates this Agreement after the expiration of the first year, no cancellation fee shall be assessed.

4) **Confidentiality**. Further to Consultant's engagement hereunder, the Parties shall provide to each other certain Confidential Information (as defined below). The Parties understand and agree that the providing Party owns all such Confidential Information and that the providing Party desires to protect the confidential and proprietary nature of that Confidential Information. At all times during and after Consultant's engagement hereunder, the receiving Party: (i) shall keep in confidence and, except as may be required for the conduct of the providing Party's business or authorized in writing by the providing Party, shall not publish or disclose to any person or entity any Confidential Information that the receiving Party may in any way acquire, learn, develop or create in the course of the Consultant's engagement hereunder and (ii) shall not use, attempt to use or permit to be used any such Confidential Information (A) for the benefit of the receiving Party or of any other third party; (B)

in any manner which may injure or cause loss to the providing Party; or (C) in any manner other than for the benefit of the providing Party. All Confidential Information shall be and shall remain the sole and exclusive property of the providing Party, and immediately upon the termination of this Agreement the receiving Party shall return to the providing Party, at the address specified in Section 17, all Confidential Information and all copies thereof (in whatever form or medium), as well as any other property of the providing Party in the receiving Party's possession or control.

5) **Alternate Dispute Resolution**. Any dispute or controversy arising out of or relating to this Agreement, its construction or its actual or alleged breach will first be submitted to mediation. If the mediation does not result in a resolution of such dispute or controversy, it will be finally decided by arbitration. Arbitration shall be conducted in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association, unless the parties otherwise agree. The arbitration panel will include members knowledgeable in the field applicable to the services contemplated by this Agreement. Judgment upon the award rendered may be entered in the highest court or forum having jurisdiction, state or federal. The decision of the arbitration must be sanctioned by a court of law having jurisdiction to be binding upon and enforceable by the Parties.

6) **Limitation of Liability**. UNDER NO CIRCUMSTANCES SHALL CONSULTANT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM FOR DAMAGES IS BASED, EVEN IF CONSULTANT HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN; PROVIDED, HOWEVER, THAT THIS SHALL NOT APPLY TO ANY NEGLIGENT OR WILLFUL CONDUCT BY CONSULTANT OR ITS EMPLOYEES.

7) **Severability**. The provisions of this Agreement are considered severable and independent, and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof.

8) **Benefit and Binding Effect**. This Agreement shall inure to the benefit of and be binding upon Consultant and Client, their respective successors, and their respective assigns.

9) **Force Majeure**. Neither Party shall be deemed to be in default of any of the obligations required to be performed by it under this Agreement to the extent that performance thereof is delayed, hindered or becomes impossible because of any act of God or public enemy, hostilities, war (declared or undeclared), guerilla activities, terrorist activities, act of sabotage, blockade, earthquake, flood, land slide, avalanche, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, sickness, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure or any cause beyond the control of the Parties.

10) **Integration**. This Agreement constitutes the entire agreement among the parties regarding the subject matter hereof and supersedes, integrates, and cancels all prior agreements between the parties as to subject matter hereof.

11) **Amendment**. This Agreement may be amended or modified only by a written instrument that is signed by each person or entity that is a party to this agreement.

12) **Assignment**. This Agreement may be assigned to parties who are not parties to this Agreement, in part or in whole, only by a written instrument that is signed by each person or entity that is a party to this agreement.

13) **No Waiver**. The lack of enforcement of a right or obligation under this Agreement shall not constitute a waiver of the rights of the party entitled to enforce such right or obligation.

14) **Gender and Number**. Whenever required by the context of this Agreement, the singular includes the plural, the masculine includes the feminine or the neuter and the feminine includes the masculine or the neuter.

15) **Governing Law**. This Agreement is to be governed by and construed in accordance with the substantive and procedural laws of the State of Texas.

16) **Non-Hire**. During the term hereof and for a period of two years thereafter Client shall not, and shall not permit its subsidiaries or affiliates, directly or indirectly hire or attempt to hire, offer employment to, employ, engage as a contractor or consultant, use the services of or enter into any similar business arrangement with, any person who has been employed by Consultant any time during the two-year period preceding such time, or in any manner seek to induce any such person to leave his or her employment with consultant; provided that nothing herein shall restrict or preclude Client from (a) making generalized searches for employees by use of

advertisements in the media (including trade media); or (b) continuing its ordinary course hiring practices that are not targeted specifically at employees of Consultant.

17) **Notice**. Any notice or other communication required or permitted to be given under this Agreement (each, a "Notice") shall be given in writing and shall be sufficiently given if delivered by courier or personal delivery, or if sent by prepaid registered mail or if transmitted by telecopy or other form of recorded communication tested prior to transaction, and addressed to (a) if to **Consultant**, to 1795 Fry Rd. Suite 203, Katy, TX, 77449, Telephone: (832) 323-2315, Attention: David Romero, or (b) if to **Client**, to **RYSS Texas Public Schools**, 2950 Broadway St, Houston, TX, 77017 Ph 713-640-3700. Any Notice sent by courier or personal delivery shall be deemed to have been given on the date it is delivered; any Notice sent by tele copier or other form of recorded communication shall be deemed to have been given on the date of transmission; and any Notice sent by registered mail shall be deemed to have been given on the fifth day following the date of its mailing.

18) **Counterparts**. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of _____ ("Effective Date").

RYSS Texas Public Schools

MURO Business Solutions LLC. DBA Solvere Tech Support (TIPS Contract # 240101)

By:_____
Dr. Adriana Tamez
Title: Superintendent

By:_____
David Romero
Solutions Engineer

By:_____
Mr. Juan J Santos
Title: Chief Operations Officer

By:_____
Ms. Marcia Leiva
Chief Finance Officer

Office of the Chief Executive Officer and Superintendent of Schools
Board of Directors Meeting of October 27, 2026

BOARD ACTION ITEM

SUBJECT: **APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN RYSS EARLY CHILDHOOD ACADEMY/RYSS PRIMARY SCHOOL AT BROADWAY AND THE UNIVERSITY OF HOUSTON'S ADVOCACY AND RESPONSIVE ENGAGEMENT (CARE) PROGRAM TO IMPLEMENT ITS WRITING TO INSPIRE SUCCESSFUL EDUCATION (WISE) PROJECT AS PART OF THE TEXAS ACE AFTER-SCHOOL PROGRAM AT RYSS EARLY CHILDHOOD ACADEMY AND RYSS PRIMARY SCHOOL AT BROADWAY FOR FY 2026–2027**

BACKGROUND The program objectives are as follows:

Objectives

1) To contribute to and complement the educational offerings for the students of RYSS
2) To contribute to and complement the experiential and service-learning opportunities for the students of CARE/WISE
3) To enhance community and institutional bond between the UH Honors College CARE Program and RYSS

CARE will provide up to $400 of project supplies, including healthy afterscho snacks and materials to support the lesson plans. CARE will support one campus visit per year (excluding transportation) aimed to inspire RYSS s student's in their excitement for higher education. CARE/WISE will provide consistent undergraduate mentors during the agreed upon ACE program times within the ACE program working days at a mentor-mentee ratio of 1 to CARE/WISE students commit to service 3-4 days each week, excluding university holidays. This MOU shall remain effective from the effective date listed above until the end of the term of one (1) year.

That the Board approves the interlocal agreement with University of Houston

COST: **$400**

FUNDS TO BE USED: **Fund 265 -11-6399 Supplies**

ATTACHMENT(S): **Interlocal agreement**

Submitted by: _____

Dr. Adriana Tamez
CEO/President and Superintendent of Schools
Tejano Center/RYSS Public Schools

Staff Resource: Marcia Leiva, Chief Financial Officer
Stacey Kemper, Director for ACE Program
Dr. Jesus Amezcua, Business Consultant

Approved by Board on: _____

Office of the Chief Executive Officer and Superintendent of Schools
Board of Directors Meeting of October 27, 2026

BOARD ACTION ITEM

SUBJECT: **APPROVAL OF AGREEMENT BETWEEN RYSS TEXAS PUBLIC SCHOOLS AND CHRISTI VAN WASSENHOVE IN AN AMOUNT NOT TO EXCEED $49,878.23 FOR SAFETY AND SECURITY CONSULTING SERVICES FOR FISCAL YEAR 2026-2027**

BACKGROUND: This item outlines the agreement with Christi Van Wassenhove. She will support district safety initiatives, emergency operations planning, regulatory compliance, risk assessments, staff training, and overall school safety preparedness. The agreement will assist RYSS in maintaining compliance with Texas Education Agency (TEA) safety and security requirements and advancing district-wide safety readiness.

RECOMMENDATIONS: That the board approves the Service Agreement between Raul Yzaguirre Schools for Success (RYSS) and Christi VanWassenhove for the provision of Safety and Security Consulting Services for the 2026-2027 school year in an amount not to exceed $49,878.23

COST: **NOT TO EXCEED $49,878.23**

FUNDS TO BE USED: **420 FUNDS, Safety and Security Budget**

ATTACHMENT(S): Service Agreement between Raul Yzaguirre Schools for Success (RYSS) and Christi VanWassenhove

Submitted by: _____

Dr. Adriana Tamez
President/CEO & Superintendent of Schools
Tejano Center/RYSS Public Schools

Staff Resource: Juan J Santos, M.Ed., Chief Operations Officer

Approved by Board on: _____

Note: All items in red are required.

SERVICE CONTRACT FOR SERVICES FOR

TEJANO CENTER Inc.

This Contract for Services for Tejano Center for Community Concerns Inc. ("Contract") is made and entered into on 10/07/2026, by and between **Tejano Center for Community Concerns, Inc. (**"TCCC"), headquartered at 2950 Broadway, Houston, Texas 77017, and Christi VanWassenhove ("Service Provider"), located at 615 Cypresswood Ridge, Spring, TX 77373, for Service Provider to provide services to Tejano Center for Community Concerns Inc, in accordance with the terms and conditions specified herein.

RECITALS

WHEREAS, Tejano Center for Community Concerns is an open-enrollment charter school in the State of Texas, established to promote education in various counties across the state;

WHEREAS, Both TCCC and Service Provider desire to set forth in writing the terms and conditions of their agreement for the Service Provider to provide certain services to TCCC;

WHEREAS, TCCC has determined that such services are in support of its educational objectives;

NOW 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:

I. PURPOSE

TCCC agrees to retain Service Provider and Service Provider agrees to provide services to TCCC as an independent contractor and to perform the duties and provide all necessary labor and resources needed to provide the services set forth in Section II – Scope of Work. Service Provider shall also perform such other related services and duties as are customarily performed by a Service Provider in a similar position.

II. SCOPE OF WORK

Exhibit A includes a detailed Scope of Work that sets out the services (hereinafter "Services") Service Provider agrees to provide, as needed and authorized in writing by TCCC.

III. TERM OF CONTRACT

This Contract is for services beginning 10/07/2026 and ending08/31/2026("Term"), unless terminated as provided herein. All extensions of this Contract shall be subject to the terms and conditions specified herein. This Contract may be extended by mutual written consent of the parties, contingent upon approval of TCCC's Board of Directors, as may be required.

IV. TERMINATION

The parties may mutually agree in writing to terminate this Contract for any reason, with or without cause, effective immediately as of the date agreed. In the event of such early termination, TCCC will make payment only for services rendered and accepted by TCCC through the effective date of the Contract's termination. TCCC will be responsible for payment for only those Services that have been accepted by TCCC up to the termination date. TCCC is entitled to a pro-rata refund for any Services for which TCCC has paid but which have not yet been provided by the Service Provider or accepted by TCCC. Upon breach of this Contract by TCCC, Service Provider may terminate this Contract by giving thirty (30) days' advance written notice to TCCC, with TCCC having the right to cure the breach within such notice period. TCCC may, by written notice, immediately terminate this Contract if Service Provider has defaulted in whole or in part (including but not limited to failure to provide the Services in a satisfactory and proper manner, in the sole discretion of TCCC), refuses or fails to comply with the provisions of this Contract, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the Services within the same time period specified or any written extension thereof. In such event, TCCC may obtain comparable services elsewhere and either deduct the costs of obtaining such services from any amount owed Service Provider or Service Provider shall reimburse TCCC for such costs incurred by TCCC. TCCC may further terminate this Contract for any reason, with or without cause, by giving thirty (30) days' written notice to Service Provider.

In the event this Contract is terminated because of a violation or breach of the Contract's terms by the Service Provider, TCCC shall be entitled to all administrative, contractual and legal remedies, including but not limited to sanctions, penalties, and any such other rights and remedies available at law or in equity that the court deems just.

V. COMPENSATION

TCCC will pay the Service Provider an amount not to exceed $49,878.23 for Services provided in Exhibit A. TCCC shall not reimburse Service Provider for mileage expenses. Service Provider will invoice TCCC periodically throughout the Term of the Contract in accordance with Section VI of this Contract. TCCC is Texas sales and use tax exempt and will not reimburse Service Provider for any Texas sales taxes incurred by Service Provider. In the event that any payment(s) to Service Provider under this Contract are subsequently disallowed by a state or federal grant awarding agency or in the event that TCCC is required to refund any funding received from a state or federal grant awarding agency relating to Service Provider's work, to the maximum extent permitted by applicable law, Service Provider shall repay to TCCC, on demand, the amount of any such disallowed costs and/or refund(s). TCCC may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Service Provider under this Contract.

VI. BILLING AND PAYMENT/INVOICES

Service Provider shall submit original invoice(s) to the TCCC Business Office, as statements of services rendered. Service Provider shall submit invoices within a timely manner during TCCC's fiscal year in which the good(s) and/or services are purchased. The invoices shall include the following: date of invoice, billing period, dates of service, list of services provided daily including dates and amount of time spent performing each service, detailed descriptions of the services provided on each of the dates listed including location where services were provided, invoice number, contact information, deliverables under the Contract, and certification of service provided through a signature by a company representative. The compensation to be paid should be invoiced by region (city), reflecting the TCCC school and costs allocated by school/area.

Invoices shall be sent via email for processing to the TCCC Business Office at accountspayable@tejanocenter.org

Service Provider is required to submit to TCCC a completed IRS Form W-9 for the current tax year, Ch. 22 Criminal History Records Contractor Certification: Contractor/ Subcontractor Employees, Conflict of Interest Questionnaire, and other forms required by TCCC before payment is rendered. Payment to Service Provider shall be made only after Services are performed and not before. Advance payment to Service Provider is strictly prohibited.

Service Provider shall invoice TCCC within ninety (90) days after Services or Professional Services are rendered. In the event Service Provider fails to invoice TCCC within the 90-day period, TCCC shall not be required to pay for such Services rendered. Payments are due to Service Provider within thirty (30) days after the later of the following: (1) the date TCCC receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date TCCC receives an invoice for the goods or service.

Service Provider agrees to pay any subcontractors, if any, the appropriate share of the payment received from TCCC not later than the tenth (10th) day after the date Service Provider receives the payment from TCCC. Service Provider shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to Service Provider's subcontractors and/or employees, if any.

Failure to send the invoices to the Controller's Office will delay payment. Service Provider certifies that no work has been performed before the Effective Date of this Contract (as hereinafter defined). Invoices submitted by Service Provider for work performed prior to the Effective Date of the Contract (as hereinafter defined) may not be honored by TCCC, in TCCC's sole discretion. TCCC may purchase services from the Service Provider using TCCC's purchase order process; this Contract shall govern all conditions and service terms between Service Provider and TCCC. In the event that Service Provider's personnel begin work before Service Provider receives a valid purchase order and/or the signing of this Contract, Service Provider agrees that TCCC is not liable for payment of such services rendered.

In addition to all other rights and remedies that TCCC may have, TCCC shall have the right to setoff, against any and all amounts due to Service Provider by TCCC, whether due under this Contract or any other contract or agreement between TCCC (including any department or division of TCCC) and Service Provider, any sums to which TCCC is entitled under this Contract, as determined by TCCC in its sole discretion, including, without limitation, sums due by Service Provider to TCCC as a result of indemnification obligations and/or warranty claims.

VII. INSPECTION AND ACCEPTANCE OF SERVICE

TCCC reserves the right to inspect the Services provided under this Contract at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Contract, TCCC may elect, in TCCC's sole discretion, to: (i) require Service Provider to perform the Services again in conformity with such requirements, with no additional charge to TCCC; or (ii) equitably reduce payment due Service Provider to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to TCCC in this Contract or otherwise available by law.

VIII. RELATIONSHIP OF THE PARTIES/ INDEPENDENT CONTRACTOR STATUS

It is the intention of the parties that the Service Provider be an independent contractor and not an employee, agent, joint venturer, or partner of TCCC. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between TCCC and either Service Provider or any employee, volunteer, or agent of Service Provider, nor shall anything in this Contract be construed as creating or establishing a joint venture or business partnership between TCCC and either Service Provider or any employee, volunteer or agent of Service Provider. Service Provider is not entitled to participate in any pension plans, bonus, stock, or similar benefits that TCCC provides for its employees. TCCC and Service Provider agree that neither Service Provider nor Service Provider's subcontractors, agents, or employees shall be covered under any TCCC insurance policy, including but not limited to TCCC's liability, property and casualty, or workers' compensation insurance policies. Service Provider agrees that TCCC has no responsibility for any conduct of any of Service Provider's staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, or licensees. The Service Provider assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees while performing any services incident to this Contract, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations.

As an independent contractor, Service Provider will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. Service Provider shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by TCCC hereunder and Service Provider shall indemnify and hold TCCC harmless in this regard. Service Provider will be free to contract for similar services to be performed for other entities while Service Provider is under contract with TCCC.

IX. NO THIRD-PARTY BENEFICIARIES

Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.

X. NO WAIVER OF IMMUNITY

The execution of this Contract and the performance by TCCC of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and TCCC shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to TCCC, its directors, officers, employees, or agents under federal or Texas laws.

XI. AUTHORIZATION OF CONTRACT

By signing this Contract, the undersigned representative for Service Provider represents and warrants that s/he has authority to enter into this Contract on behalf of Service Provider.

XII. NO WAIVER

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 of this Contract shall be taken or held to be a waiver of any other term hereof or the breach thereof. No failure or delay by TCCC in exercising any right or power accruing upon the non-compliance or failure of performance by Service Provider under the provisions of this Contract shall be construed to be a waiver of such non-compliance or failure of performance or subsequent rights accruing to TCCC. No waiver of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

XIII. SUBCONTRACTORS

If TCCC gives written permission for Service Provider to subcontract any of the Services, Service Provider shall ensure that each subcontractor complies with all provisions of this Contract. Service Provider shall require each subcontractor to maintain and to furnish Service Provider with satisfactory evidence of Workers Compensation, Employer's Liability, and such other forms and amounts of insurance which Service Provider deems reasonably adequate. Service Provider shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.

XIV. NOTICE

Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be effected by hand-delivery or by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed to the following address. Each party may change the address at which notice is to be sent to that party by giving notice of such change to the other party by hand-delivery or by certified mail, return receipt requested.

To: Christi VanWassenhove
Attn: School Safety and Complaince Consultant
615 Cypresswood Ridge, Spring, TX 77373

To: TCCC Texas, Inc.
Attn: Assistant to the President-CEO 2950 Broadway
Houston, TX 77017

XV. NO ASSIGNMENT

Neither this Contract, nor any duties or obligations under it shall be assignable by Service Provider without the prior written acknowledgement and authorization of TCCC.

XVI. SECTION HEADINGS

The headings of sections contained in this Contract are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Contract.

XVII. GOVERNING LAW

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 or relating to this Contract shall be a court of competent jurisdiction in Harris County, Texas.

XVIII. ATTORNEYS' FEES

The prevailing party in any adjudication relating to or arising out of this Contract shall be awarded all reasonable and necessary attorneys' fees and costs.

XIX. COMPLIANCE WITH APPLICABLE LAW AND TCCC RULES, REGULATIONS, AND REQUIREMENTS

Service Provider agrees to comply and certifies compliance with all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. If applicable, Service Provider certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in TCCC's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 C.F.R. Part 200," which is incorporated by reference herein. Service Provider further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those referenced in TCCC's Vendor Packet completed by Service Provider, which is incorporated by reference herein. Further, Service Provider agrees to and shall comply with all rules, regulations, and requirements of TCCC and the TCCC school(s) at which any Services are to be performed.

XX. NON-DISCRIMINATION

Service Provider will not discriminate because of race, color, religion, national origin, sex, age, disability, or any other characteristic protected under applicable federal, state, or local laws.

XXI. ENTIRE AGREEMENT

This Contract, including any attached and incorporated addenda, exhibits, attachments, and documents/forms; and Service Provider's completed TCCC Vendor Packet (including all certifications therein) contain the entire agreement of the parties relative to the purpose(s) of this Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. This Contract governs TCCC's relationship with Service Provider for use of the Services. The Contract includes any additional or different terms that may from time to time be implemented via written agreement between both parties, in accordance with the paragraph herein entitled "Changes and Amendments." In the event of a conflict between or among the contract documents, the following hierarchy shall prevail: (1) the terms and conditions of this Contract; (2) addenda, exhibits, attachments, and documents/forms attached to this Contract; (3) the Service Provider's completed TCCC Vendor Packet. This Contract supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, Service Provider contracts, Service Provider terms of use, or similar commercial documents relating hereto and which may be issued by Service Provider after the Effective Date of this Contract (as hereinafter defined). Any additional schedule(s) or attachment(s) subsequently attached to this Contract shall be given precedence as set forth herein, except as otherwise expressly provided in any such schedule or attachment.

XXII. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this

Contract and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

XXIII. REVIEW OF PROGRESS

Service Provider will work diligently to meet all timelines mutually established by Service Provider and TCCC. TCCC reserves the right to monitor the progress of Service Provider. Upon request by TCCC, Service Provider shall provide periodic status reports to TCCC with approximate timelines for completion of the Services, and other information reasonably requested by TCCC. No written reports of any kind shall be released to any third parties without prior written approval of TCCC.

XXIV. LIABILITY

Service Provider shall take all precautions necessary for the safety of and prevention of damage to TCCC's property and for the safety of and prevention of injury to persons, including TCCC's employees and students, Service Provider's employees, and third parties (including but not limited to guests, invitees, and the like), on TCCC's property. All Services are performed entirely at Service Provider's risk.

XXV. INDEMNITY

TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS TCCC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, DAMAGE, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES), AND CLAIMS FOR INJURY TO OR DEATH OF ANY PERSON, OR INJURY OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, PERFORMANCE UNDER THIS CONTRACT (COLLECTIVELY, "CLAIM"), WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY SERVICE PROVIDER, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, EXCEPT FOR CLAIMS ARISING ENTIRELY FROM THE NEGLIGENCE OF TCCC.

Nothing in this Contract shall be construed to create a claim or cause of action against TCCC for which it is not otherwise liable, to waive any immunity or defense to which TCCC may be entitled, or to create an impermissible deficiency debt of TCCC.

XXVI. INSURANCE

Unless TCCC's Chief Financial Officer agrees in writing to waive the following requirements, Service Provider shall comply with all of TCCC's insurance requirements. Service Provider shall carry, for the duration of this Contract, the following insurance coverages, in amount(s) and with insurer(s) acceptable to TCCC. Service Provider shall maintain insurance coverage in the amounts specified by TCCC. TCCC shall be named as an additional insured on such insurance policies. Service Provider shall cause the insurance policies to: provide that any losses will be payable notwithstanding any act or negligence of TCCC or any other person; provide that the insurer will have no right of subrogation against TCCC; and be reasonably satisfactory to TCCC in all other respects. Certificates of Insurance on the current ACORD form shall be issued to TCCC showing all required insurance coverage prior to the start of work. Service Provider shall assure that TCCC will receive written notice of at least thirty (30) days in advance of the effective dates of any reduction, modification, cancellation, or termination of such insurance policies.

Minimum Limits of Insurance

Service Provider shall maintain limits no less than:

1.	**General Liability:**	$2,000,000 per occurrence for bodily injury, personal injury and property damage.
2.	**Automobile Liability:**	$1,000,000 per accident for bodily injury and Property damage.
3.	**Workers' Compensation:**	As required by the State of Texas.
4.	**Employers' Liability:**	$1,000,000 each accident, $1,000,000 policy limit bodily injury by disease, $1,000,000 each employee bodily injury by disease.
5.	**Crime/Employee Dishonesty:**	$1,000,000 per occurrence for loss or damage resulting from theft to third party client property in the care, custody and control of the vendor and its employees.

If the Service Provider maintains higher limits than the minimums shown above, TCCC shall be entitled to coverage for the higher limits maintained by the Service Provider.

Other Insurance Provisions

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. TCCC, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Service Provider; and with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement to the Service Provider's insurance policy, or as a separate owner's policy.

2. For any claims related to the Services provided under this Contract, the Service Provider's insurance coverage shall be primary insurance as respects TCCC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by TCCC, its officers, officials, employees, or volunteers shall be secondary to, in excess of, or supplemental to, the Service Provider's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been provided to TCCC.

Waiver of Subrogation

Service Provider hereby agrees to waive subrogation which any insurer of Service Provider may acquire from Service Provider by virtue of the payment of any loss. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of TCCC for all work performed by the Service Provider, its employees, agents and subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise expressly indicated as acceptable to TCCC. Non-action or omission is not to be construed as indication of acceptance. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Service Provider shall furnish TCCC with endorsements effecting coverage required by this section. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided by TCCC, unless the insurance company will not use TCCC's forms. All endorsements are to be received and approved by TCCC before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to TCCC's forms, the Service Provider's insurer must provide complete copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Subcontractors

Service Provider shall require and verify that all subcontractors currently possess and continuously maintain insurance meeting all the requirements stated herein.

XXVII. WARRANTIES

All goods and/or services provided by Service Provider under this Contract must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of TCCC's acceptance of the product and/or service or payment of the applicable invoice. Service Provider warrants that all goods and/or services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by TCCC, if any. In addition, Service Provider warrants that all goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Service Provider shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract or the procurement solicitation, if any.

XXVIII. CRIMINAL HISTORY BACKGROUND CHECK

Service Provider shall complete the "Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees" form regarding the criminal history of covered employees, which is incorporated by reference herein. Noncompliance or misrepresentation regarding this certification may be grounds for termination of this Contract.

XXIX. RELEASE OF INFORMATION/ CONFIDENTIAL DATA OF TCCC

Unless required by law, the existence and terms of this Contract may not be disclosed by the Service Provider to any third party without the prior written consent of TCCC. The Service Provider may not publish or use any publicity materials relating to this Contract or use TCCC's name without the prior written consent of TCCC. Only the specific information expressly identified in TCCC's written consent may be disclosed, and the disclosure must be made only to the specific third party(ies) expressly identified in TCCC's written consent.

XXX. RECORDS RETENTION AND AUDITS

TCCC or its authorized representatives, shall be afforded unrestricted access to and permitted to inspect and copy any and all books, documents, papers, and records in the possession of the Service Provider (and its successors, transferees, assignees, and subcontractors) at any time, which shall include but not be limited to accounting records (hard copy as well as computer-readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Service Provider shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment is made under this Contract. If this Contract is funded from contract/grant funds provided by the U. S. Government or the State of Texas, then (1) the Service Provider shall preserve all such records as required by 2 C.F.R. § 200.334, and (2) the Contract, books, and records shall be available for review and audit by TCCC, the Comptroller General of the U.S., the Department of Homeland Security, FEMA, and/or the Inspector General (and any of their duly authorized representatives), and/or the State of Texas and its duly authorized representatives.

XXXI. EDUCATIONAL RECORDS

Service Provider agrees that Service Provider and its employees, agents, and/or representatives may receive access to student information for certain students of TCCC, pursuant to this Contract. Service Provider shall secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to all privacy laws. Service Provider understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information, and Service Provider agrees to abide by FERPA rules and regulations, as applicable. Pursuant to the FERPA, Service Provider must protect the confidentiality of TCCC student records and shall not release any information without written consent from the TCCC student's parent/guardian or eligible student unless required to do so by applicable law. Service Provider further acknowledges that to the extent Service Provider, including but not limited to, Service Provider's staff, employees, and/or representatives, receives confidential TCCC student information during the performance of duties under this Contract, Service Provider is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law. Service Provider shall require its employees and other agents to execute written agreements requiring that such information be kept confidential. The Parties agree to enter into a Data-Sharing Addendum in the event confidential student information is to be shared, as required by applicable law. Service Provider and its employees/ representatives shall at all times abide by applicable laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA). Service Provider shall immediately provide notice to TCCC of any violation of the terms of this paragraph.

Service Provider agrees that TCCC's student data, including but not limited to documents and information concerning any individual student (hereinafter "TCCC student data"), is to be held in strictest confidence and assures that procedures are in place for safeguarding, monitoring, and protecting the confidentiality of TCCC student data. Service Provider shall keep all media containing TCCC student data in a secure area. In addition, Service Provider agrees that any data sets or output reports generated by its employees, agents, and/or representatives with TCCC student data are confidential. Service Provider shall not disclose to any unauthorized person any data sets or reports with TCCC student data. Service Provider agrees to monitor and be responsible for any access to TCCC student data by tracking access through the use of password(s). Service Provider shall provide TCCC immediate notice of any security and/or data breaches and shall comply with any and all requirements to notify users of such security and/or data breaches as required by federal law or the laws of the state of Texas. TCCC or its designee shall have access to all education records and other documents in the possession of Service Provider concerning students served by TCCC for purposes of monitoring student progress, conducting evaluations, and making reports.

Upon termination of this Contract for any reason, Service Provider shall return to TCCC within ten (10) calendar days all TCCC student data delivered to or collected by the Service Provider during the course of this Contract, together with the Service Provider's written certification that all copies of the TCCC student data stored by the Service Provider or in the

Service Provider's possession (including but not limited to on servers, backup servers, backup media, or other media including paper copies) have been returned to TCCC, and/or permanently erased or destroyed using industry best practices to assure complete destruction.

Service Provider shall be responsible for ensuring compliance with the obligations of this section by each of its employees, agents, representatives, and subcontractors providing services pursuant to this Contract, including but not limited to informing those persons and entities of these obligations and exercising adequate supervision and oversight over said persons and entities to ensure their compliance. Service Provider shall be solely responsible for any breach of the obligations of this section by any of its employees, agents, representatives, or subcontractors.

XXXII. RECORDS REQUESTS

The Parties acknowledge that TCCC is obligated to strictly comply with the Texas Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Contract, as well as any other disclosure of information required by applicable Texas law. Upon the written request of TCCC, Service Provider will promptly provide specified contracting information exchanged or created under this Contract. Service Provider waives any claim against and releases from liability TCCC, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by either Party and determined by TCCC, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code.

Service Provider shall immediately notify TCCC if Service Provider receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records maintained by Service Provider on behalf of TCCC pursuant to this Contract. Service Provider shall provide a copy of such request to TCCC, unless otherwise prohibited by law.

XXXIII. BUSINESS ETHICS/ CONFLICT OF INTEREST

During the course of contract negotiations and contract performance, the Service Provider will maintain business ethics standards to avoid real or apparent impropriety or conflicts of interest. The officers, employees, and agents of TCCC may neither solicit nor accept gratuities, bribes, favors, or anything of monetary value from Service Provider, its vendors, or parties to subcontracts. No substantial gifts, entertainment, payments, loans or other considerations beyond that which is unsolicited and would be collectively categorized as incidental shall be made to any employees or officials of TCCC, its authorized agents and representatives, or to family members of any of them. If at any time the Service Provider believes there may have been a violation of this obligation, the Service Provider shall notify TCCC within 24 hours of the possible violation.

TCCC may, by written notice to the Service Provider, immediately cancel a Contract without penalty and without further liability or obligation, monetary or otherwise, to the Service Provider if it is determined by TCCC, in its sole discretion, that any gratuity, bribe, favor, or anything of monetary value was offered or given by the Service Provider or any principal, agent, or awarding representative of the Service Provider to any officer, employee, or agent of TCCC with a view toward securing the Contract or securing favorable treatment with respect to the amending or the making of any determinations regarding the performance of the Contract. In the event the Contract is canceled by TCCC pursuant to this provision, TCCC shall be entitled, in addition to all other rights and remedies to which it is entitled, to recover or withhold the amount of the cost incurred by the Service Provider in providing such gratuity, bribe, favor, or item of monetary value.

TCCC reserves the right to request a representation letter from the Service Provider on behalf of the Service Provider and any and all of its subcontractors and/or vendors at any time disclosing all items of value that have passed from the Service Provider, its subcontractors, and/or its vendors to TCCC's personnel and/or its authorized agents and representatives.

During the Term of Service Provider's service to TCCC, Service Provider shall not, directly or indirectly, whether for Service Provider'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 TCCC.

XXXIV. CONFIDENTIAL & PROPRIETARY INFORMATION

In the course of performing duties under this Contract, Service Provider may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by TCCC and employees of TCCC. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of TCCC, either during the Term of this Contract or after such Term.

Service Provider acknowledges that TCCC would be irreparably injured if Service Provider were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for

Service Provider's own purposes or benefit and that money damages would not compensate TCCC for such irreparable injury.

In addition to the above obligations of Service Provider, the parties agree that they may provide technical information, documentation and expertise to each other that is either (1) conspicuously marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence using reasonable efforts to prevent the disclosure of Confidential Information to third parties, at least equal to the efforts employed by the receiving party to protect its own confidential information of like kind; (ii) except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's authorized employees on a need-to-know basis; and (iii) use the disclosing party's Confidential Information solely for performance of this Contract. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations and the knowledge of the receiving party is known to the disclosing party; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall notify the other party of such intended disclosure immediately upon receipt of the court order or other event triggering a disclosure obligation, in order to allow such party to seek a protective order or other remedy. The provisions of this paragraph survive the expiration or earlier termination of this Contract.

XXXV. RIGHTS TO INVENTIONS

All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Service Provider in the performance of its obligations under this Contract, shall be deemed works for hire" and the exclusive property of TCCC, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Service Provider shall deliver all such materials to TCCC upon completion, termination, or cancellation of this Contract. Any programs, data, or other materials furnished by TCCC for use by Service Provider in connection with the Services performed under this Contract will remain TCCC's property. Any pre-existing programs, data, or other materials furnished and owned by Service Provider for use by Service Provider in connection with the Services performed under this Contract will remain Service Provider's property. TCCC expressly retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by Service Provider and/or its personnel in the course of performing the Services under this Contract.

XXXVI. INTELLECTUAL PROPERTY

Service Provider represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Contract.

XXXVII. NON-APPROPRIATION OF FUNDS

The Term of this Contract is a commitment of TCCC's current revenue only. Notwithstanding anything to the contrary in this Contract, TCCC is obligated to make payments only as approved each year by TCCC's Board of Directors. TCCC's Board of Directors retains the right to terminate the Contract at the expiration of each budget period of TCCC. To the extent that TCCC will use federal grant funds to fulfill its obligations under this Contract, Service Provider acknowledges that federal funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award ("NOGA") by TCCC from the awarding agency. As such, if TCCC does not receive sufficient funding for the services provided in this Contract, TCCC may terminate this Contract without penalty or further obligation to Service Provider, at any time upon written notice to Service Provider.

XXXVIII. NON-EXCLUSIVITY

Nothing in this Contract may be construed to imply that Service Provider has the exclusive right to provide TCCC Services. During the Term of this Contract, TCCC reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of Service Provider. In addition, nothing in this Contract may be construed to require that TCCC purchase any specific amount, quantity, or quota of services from Service Provider.

XXXIX. PERFORMANCE

Service Provider represents and warrants that Service Provider has the experience, qualifications, licenses, and certifications required to provide the Services. Further, Service Provider agrees that Service Provider's Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from TCCC. If Service Provider is unable to complete the work in this manner based on the mutually agreed upon timeline, Service Provider shall notify TCCC as specified in Section XIV.

XL. PROFESSIONAL SERVICES

To the extent that this Contract is for professional services and governed by the Professional Services Procurement Act, Tex. Gov't Code Chp. 2254, Service Provider represents and warrants that (1) Service Provider has demonstrated competence and possesses qualifications to perform the Services and is performing the Services for a fair and reasonable price, and (2) the professional fees under the Contract do not exceed any maximum provided by law.

XLI. INDEBTEDNESS

Service Provider represents that to the best of its knowledge it is not indebted to TCCC. Indebtedness to TCCC may be grounds for termination of this Contract.

XLII. NON-COLLUSION

The undersigned affirms that Service Provider has not prepared its submission, if any, in collusion with any other company, corporation, firm, partnership or individual, and that the contents of Service Provider's submission, if any, as to prices, terms or conditions of said submission have not been communicated by the undersigned nor by any employee or agent of Service Provider to any other person engaged in this type of business prior to the official opening of Service Provider's submission.

XLIII. DEBARMENT AND SUSPENSIONS

The Service Provider certifies, to the best of its knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Service Provider shall immediately provide written notice to TCCC if at any time the Service Provider learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. TCCC may rely upon a certification of a Service Provider that the Service Provider is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless TCCC knows the certification is erroneous.

XLIV. CHANGES AND AMENDMENTS

During the Term of the Contract, TCCC reserves the right to make changes to the Services the Service Provider is required to provide pursuant to this Contract, including but not limited to adding schools to, or deleting schools from, the locations where services are to be provided in Exhibit A – Scope of Work. This Contract may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Contract.

XLV. 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.

XLVI. FORCE MAJEURE

The parties to this Contract may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

XLVII. SIGNATURES

IN WITNESS THEREOF, TCCC and the Service Provider have executed this Contract to be effective as of the date of the last signature below ("Effective Date").

Notice to Service Provider: Any change(s) made to the provisions above will nullify this Contract.

Agreed to by Service Provider

Name: **Date**
Title:
Taxpayer Identification #:
Address:

Agreed to by Tejano Center, Inc.

Tejano Center Inc.

Name: **Date**
Title:

Reviewed by Chief of Schools

_____ _____

Reviewed by CFO

_____ _____

For Internal Use Only

420-52-6299-00-731-7-99-000 100%

EXHIBIT A:
SCOPE OF WORK

I have attached supplemental documentation using the "Add Attachments" button at the bottom of this form

Terms and conditions set forth in TCCC contract language supersede otherwise conflicting terms and conditions herein.

Scope of Work (SOW)

Safety, Security, Emergency Management, and Compliance Consulting Services

1. Project Overview

The Tejano Center for Community Concerns and RYSS Texas Public Schools seek to engage an independent contractor to provide comprehensive safety, security, emergency management, and regulatory compliance services across all organizational facilities and school campuses.

The Contractor shall provide strategic leadership, technical expertise, planning, training, compliance support, and emergency preparedness services that strengthen the safety and security posture of the organization while ensuring compliance with applicable federal, state, and local requirements, including Texas school safety standards.

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2. Scope of Services

The Contractor shall perform the following services:

A. Safety and Security Program Development

1. Develop, maintain, and continuously improve a comprehensive safety and security program serving all RYSS campuses and Tejano Center facilities.
2. Assess existing safety and security practices and provide recommendations for risk mitigation, prevention, and operational improvements.
3. Develop strategic safety initiatives that align with organizational goals and industry best practices.
4. Support the implementation of security infrastructure, emergency communications systems, and safety technologies.
5. Provide guidance regarding access control, visitor management, emergency notifications, surveillance systems, and physical security measures.

B. Emergency Management and Preparedness

1. Develop, review, update, and maintain district-wide and campus-level Emergency Operations Plans (EOPs).

Ensure Emergency Operations Plans comply with requirements established by:

2.
    - Texas School Safety Center (TxSSC)
    - Texas Education Code
    - Federal Emergency Management Agency (FEMA)
    - National Incident Management System (NIMS)
    - Incident Command System (ICS)
    - Other applicable federal, state, and local requirements
3. Coordinate and facilitate emergency preparedness training programs for administrators, staff, volunteers, and stakeholders.
4. Design, implement, and evaluate emergency drills, tabletop exercises, and emergency response exercises.
5. Conduct after-action reviews and provide written recommendations following drills, incidents, and emergency events.
6. Provide emergency management guidance during severe weather events, natural disasters, public health emergencies, facility emergencies, or other incidents affecting organizational operations.
7. Support Emergency Operations Center (EOC) activation, staffing, coordination, and operational readiness when required.

C. Safety Committee and Threat Assessment Support

1. Facilitate and coordinate Safety and Security Committee meetings.
2. Assist with development of committee agendas, reports, action plans, and recommendations.
3. Participate in Behavioral Threat Assessment and Safe and Supportive Schools activities as requested.
4. Provide guidance related to violence prevention, threat assessment, and risk mitigation practices.

D. Compliance and Regulatory Services

1. Monitor and advise the organization regarding applicable changes in safety, security, emergency management, charter school, and educational compliance requirements.

Evaluate organizational compliance with:

2.
    - Texas Education Code requirements
    - Texas School Safety Center standards
    - Local board policies
    - Insurance and risk management requirements
    - Other applicable governmental regulations

3. Assist in preparing for safety audits, inspections, and compliance reviews.
4. Develop, maintain, and organize required safety documentation, reports, logs, and records.
5. Support corrective action planning and implementation related to findings from audits, assessments, or regulatory reviews.

E. Emergency Communications and Incident Response

1. Evaluate emergency communication systems and response protocols.
2. Develop communication procedures for emergency and crisis situations.
3. Provide operational guidance and situational awareness updates to organizational leadership during emergencies.
4. Support coordination with city, county, state, and federal agencies during emergency incidents.
5. Assist leadership with continuity of operations planning and emergency decision-making processes.

F. Public Safety and Agency Coordination

1. Serve as liaison with law enforcement agencies, fire departments, emergency management offices, and other public safety partners.
2. Coordinate joint planning efforts, safety initiatives, and emergency response activities as needed.
3. Attend meetings with governmental agencies and community stakeholders on behalf of the organization when requested.
4. Support the oversight and coordination of School Marshal and School Resource Officer (SRO) programs, where applicable.

G. Reporting and Executive Support

1. Prepare written reports, assessments, risk analyses, compliance summaries, and safety recommendations.
2. Present safety and security updates to executive leadership, governing boards, community stakeholders, and external partners.
3. Provide periodic status reports summarizing completed activities, identified risks, compliance status, and recommended actions.
4. Develop policies, procedures, and guidance documents supporting organizational safety objectives.

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3. Deliverables

The Contractor may be required to provide, as applicable:

- Annual Emergency Operations Plan review and update.
- Campus and facility safety assessments.
- Safety and security program evaluations.
- Emergency drill schedules and after-action reports.
- Training materials and presentations.
- Compliance monitoring reports.
- Risk assessments and mitigation recommendations.
- Emergency communication templates and protocols.
- Safety committee meeting agendas, minutes, and action plans.
- Incident response and recovery recommendations.

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4. Performance Standards

The Contractor shall:

- Perform services in a professional and timely manner.
- Maintain confidentiality of sensitive organizational information.
- Comply with all applicable federal, state, and local laws.
- Provide objective recommendations based on industry best practices.
- Maintain effective communication with designated organizational representatives.
- Be available to support organizational leadership during emergency situations as reasonably requested.

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5. Term of Services

Services shall be provided during the term specified in the executed Independent Contractor Agreement and may be renewed, amended, or extended upon mutual written agreement of the parties.

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6. Independent Contractor Status

The Contractor shall operate as an independent contractor and not as an employee of the Tejano Center for Community Concerns or RYSS Texas Public Schools. The Contractor shall be responsible for all taxes, insurance, licenses, permits, and other obligations associated with independent contractor status.

7. Additional Services

The Contractor may perform additional safety, security, emergency management, compliance, risk management, training, or operational support services as mutually agreed upon in writing and consistent with the objectives of this Scope of Work.

Office of the Chief Executive Officer and Superintendent of Schools
Board of Directors Meeting of October 27, 2026

BOARD APPROVAL ITEM

SUBJECT: **RATIFICATION OF ACCEPTANCE OF THE $10,000 BARBARA BUSHHOUSTON LITERACY FOUNDATION GRANT AND APPROVAL OF LIBRARY MATERIALS PURSUANT TO GRANT REQUIREMENTS FOR RYSS ACADEMY AT PASADENA (TEC Code 33.026 REQUIRES APPROVAL OF LIBRARY RELATED MATERIALS)**

BACKGROUND: RYSS Texas Public Schools was awarded a $10,000 grant from the Barbara Bush Houston Literacy Foundation to support the acquisition of books for students at RYSS Academy at Pasadena. The grant will expand student access to age-appropriate reading materials and support the campus's literacy goals.

The Foundation provided its 2026 Young Readers Book Recommendation List as the vetted source list for the grant-funded purchase. District and campus personnel will select titles from the attached list based on student needs, age and grade-level appropriateness, collection needs, availability, and grant requirements. Final quantities may vary based on pricing and availability, but no title outside the Board-approved list will be purchased through this authorization.

In accordance with Texas Education Code Section 33.026 and the District's library-material acquisition procedures, the attached list of proposed library materials was made accessible for public review for at least 30 days before Board consideration. Board approval of the attached list will authorize the District to purchase selected titles from that list, within the grant award, for placement and student use at RYSS Academy at Pasadena.

RECOMMENDATION: That the Board approve the attached 2026 Young Readers Book Recommendation List as the authorized list of library materials from which RYSS may purchase books for RYSS Academy at Pasadena using the Barbara Bush Houston Literacy Foundation grant, in an amount not to exceed $10,000.

COST: **Not to exceed $10,000**

FUNDS TO BE USED: **461-81-6499-19-104-7-99-000**

ATTACHMENT(S): **Barbara Bush Houston Literacy Foundation 2026 Young Readers Book Recommendation List**

Submitted by: _____
Adriana Tamez, Chief Executive Officer, and Superintendent
Tejano Center for Community Concerns
Raul Yzaguirre Schools for Success

Approved by Board on: _____

Book Title	Book Title2
Diary of a Wimpy Kid (#1-19)	Adela's Mariachi Band
New Kid (#1-3)	More Tales to Keep You Up at Night
Plain Jane and the Mermaid	Gracie Under the Waves
Hide & Seek with Clyde & Monique: Clyde in Plain Sight	Pencil & Eraser #1: We Have a Dull-Emma!
The Kids in Mrs. Z's Class (#1-12)	Black Lives #1: Great Minds of Science
A Little Golden Book Biography: Lionel Messi	The Dark! Wild Life in the Mysterious World of Caves
How to Steal a Dog	Magic Tree House Fact Tracker Graphic Novel: Dinosaurs
The Princess Protection Program	The Myth of Monsters #1: Medusa
Back from the Brink: Saving Animals from Extinctions	How to Talk to Your Succulent
The Magnificent Makers (#1-9)	96 Facts About the G.O.A.T. Athletes (Greatest of All Time)
Wayside School is Falling Down	Boo Stew
The Total Eclipse of Nestor Lopez	From North to South / Del norte al sur (Bilingual, English/Spanish)
Across So Many Seas	Mistaco: A Tale of Tragedy y Tortillas
Into the Rapids	Lei and the Legends #2: Lei and the Invisible Island
Weirdo	How Rabbit Tricked the Buzzards
Indigenous Ingenuity: A Celebration of Traditional North American Knowledge	The Fintastical Tales of Mari A. Fisch #1: Mermaid Mission
Mexikid	Lu and Ren's Guide to Geozoology
The Trials of Apollo (#1-5)	Some of Us: A Story of Citizenship and the United States
Jabari Tries	Fierce Aunties
Malala's Magic Pencil	Just in Case You Want to Fly
If You Love Robots, You Could Be... (Ready-to-Read, Level 2)	Dear New Friend
You Should Meet Kids Who Are Changing the World (Ready-to-Read, Level 3)	Double Dutch Queen
My Cousin, the Quinceañera (Step into Reading, Step 2)	Creaky Acres
Ty's Travels: Lab Magic (My First I Can Read)	Mama Moon: A Story About Love and Mental Health
Dragons Love Tacos	Old Blue Is My Home
When Tree Became a Tree	Adventures Unlimited: You and Me and the Land of Lost Things
Meet the Wild Things #4: Hello, I'm an Axolotl	The Black Mambas: The World's First All-Woman Anti-Poaching Unit
Stalactite & Stalagmite: A Big Tale from a Little Cave	Kaya Morgan's Crowning Achievement
Bounce!: A Scientific History of Rubber	Mariam's Dream: The Story of Mariam Al-Shaar and Her Food Truck of Hope
Up Periscope!: How Engineer Raye Montague Revolutionized Shipbuilding	Magic in a Drop of Water: How Ruth Patrick Taught the World about Water Pollution
Freedom Fire: Jax Freeman and the Phantom Shriek	Henry #3: Henry's Picture-Perfect Day
Gifts from the Garbage Truck: A True Story About the Things We (Don't) Throw Away	Book Comes Home: A Banned Book's Journey
Alberto Salas Plays Paka Paka con la Papa	Grace's Chinese New Year (Step into Reading, Step 2)
Forty Words for Love	Rabia's Eid (Step into Reading, Step 2)
I Am Golden	The Birchbark House
Amil and the After	Pete the Cat: Super Pete (I Can Read, Level 1)
Amina Banana (#1-4)	Pete the Cat and the Lost Tooth (My First I Can Read)
Serwa Boateng (#1-3)	Pete the Cat: A Pet for Pete (My First I Can Read)
Legendarios #3: The Child King of Uxmal	Pete the Cat's Groovy Bake Sale (My First I Can Read)
Legendarios #2: The Beginning of All Things	The First Cat in Space #3: The First Cat in Space and the Wrath of the Paperclip
Olu and Greta	Loaf the Cat Goes To The Powwow
Leo's First Vote!	The First Cat in Space #2: The First Cat in Space and the Soup of Doom
Stella Díaz (#1-5)	Unhappy Birthday, Grumpy Cat! (Step Into Reading, Level 2)
Freedom Fire (#1-2)	Space Cows (Ready-to-Read, Pre-Level 1)
Rainbow Shopping	Richard Scarry's A Day at the Airport
Free to Learn: How Alfredo Lopez Fought for the Right to Go to School	Cookie's Week
Best Believe: The Tres Hermanas, a Sisterhood for the Common Good	Room on the Broom
Made in Asian America: A History for Young People	Tigers (National Geographic Readers, Level 2)
Gloriana, Presente: A First Day of School Story	The Very Lonely Firefly (Step Into Reading, Level 2)
Girls Think of Everything: Stories of Ingenious Inventions by Women	Mercy Watson (#1-7)
Lola Reyes Is So Not Worried	Jojo Makoons (#1-5)
The Cobra's Song	National Geographic Kids: Why? Animals: 99+ Awesome Answers for Curious Kids
Lena, the Sea, and Me	Yasmin the Vet
96 Facts About Beyoncé	Breezy Valley at Work #1: Firefighters to the Rescue!
The Wild Robot on the Island	Yasmin to the Rescue
J vs. K	Crick, Crack, Crow!
Call Me Roberto! Roberto Clemente Goes to Bat for Latinos	Frankie and Friends: Breaking News
Ella Josephine and the Apartment House on Poppy Hill	Roar! 100 Facts About African Animals (National Geographic Fact Reader, Level 3)
Hamra and the Jungle of Memories	Yasmin the Ice Skater
Gnome and Rat	Yasmin the Doctor
A Friend for Eddy	Yasmin the Detective
I Want an Apple: How My Body Works	Yasmin the Astronaut
The Gingerbread Man is Loose #2: Class Pet on the Loose	Yasmin the Recycler
InvestiGators (#1-9)	Yasmin the Friend
Yasmin the Scientist	Bats (National Geographic Readers, Level 2)
Ali the Great and the Eid Party Surprise	Koalas (National Geographic Readers, Level 1)
Buzz, Bee! (National Geographic Readers, Level Pre-Reader)	Robots (National Geographic Readers, Level 3)
Superstars of the Sea Collection: 5 Books in One! (National Geographic Readers, Level 2)	Weather (National Geographic Readers, Level 1)
Animal All-Stars Collection: 5 Books in One! (National Geographic Kids: Level 1)	Polar Bears (National Geographic Readers, Level 1)
Titanic (National Geographic Readers, Level 3)	National Geographic Kids: Everything Rocks and Minerals
Jump, Pup! (National Geographic Readers, Pre-Reader)	Sea Otters (National Geographic Readers, Level 1)
Martin Luther King, Jr. (National Geographic Readers, Level	Predator Face-Off (National Geographic Readers, Level 1)

Book Title	Book Title2
Weird Sea Creatures (National Geographic Readers, Level 2)	Alien Ocean Animals (National Geographic Readers, Level 3)
National Geographic Kids Chapters: Hero Dogs	Words Are Magic! (Step into Reading, Level 1)
National Geographic Readers: Hippos (Level 1)	U.S. Women's Soccer: Go for Gold! (Penguin Young Readers, Level 4)
Dinosaurs (National Geographic Readers, Level 1)	Wonders of America: Yellowstone (Ready-to-Read, Level 1)
Foxes (National Geographic Readers, Level 2)	Mummies (National Geographic Readers, Level 2)
All About Bears (National Geographic Readers, Pre-Reader)	Ponies (National Geographic Readers, Level 1)
Seed to Plant (National Geographic Readers, Level 1)	Snakes (National Geographic Readers, Level 2)
Inky's Amazing Escape: How a Very Smart Octopus Found His Way Home	Volcanoes! (National Geographic Readers, Level 2)
Helpers in Your Neighborhood (National Geographic Readers, Pre-reader)	Sharks! (National Geographic Readers, Level 2)
Planets (National Geographic Readers, Level 2)	Pandas (National Geographic Readers, Level 2)
Rocks and Minerals (National Geographic Readers, Level 2)	Spiders (National Geographic Readers, Level 1)
Caterpillar to Butterfly (National Geographic Readers, Level 1)	National Geographic Kids: Lions (Explore My World)
Sharks! 100 Fun Facts About These Fin-Tastic Fish (National Geographic Readers, Level 3)	Black Panther: This is Black Panther (World of Reading, Level 1)
National Geographic Kids: Animal Smackdown: Surprising Animal Matchups with Surprising Results	Home for Meow (#1-4)
Dolphins (National Geographic Readers, Level 2)	

Proposed Library Books for Public Review

RYSS Academy at Pasadena

The books listed below are proposed for acquisition for RYSS Academy at Pasadena.

Elementary Books - 268 books

No.	Book Title	Author
1	100 hungry monkeys!	Sebe, Masayuki
2	1001 fish	Rzezak, Joanna
3	4 seasons books for kids : a wordless collection for beginning readers	Beckstrand, Karl
4	Ali el Grande y el fracaso del avion de papel (Ali the Great)	Faruqi, Saadia
5	Ancient night	Alvarez Hernandez, David Daniel
6	Animales del mar (Benchmark Rebus: Animals In The Wild)	Gordon, Sharon
7	Argentina (Creative Sports: World Cup Winners)	Olson, Jason
8	Australia (Exploring World Cultures)	Lombardo, Jennifer
9	Baby Ballena	G
10	The bakery lady	Mora, Pat
11	Before after	Ramstein, Anne-Margot
12	Benny on the beach (Wordless Graphic Novels)	Carosia, Ed
13	Bigger than a dream	Aerts, Jef
14	Bitsy Murcielago, estrella escolar (Bitsy Bat)	Windness, Kaz
15	The black book of colors	Cottin, Menena
16	Black Panther. A nation under our feet.Part 1 (Black Panther Set 1 (ABDO Spotlight), Book 1)	Coates, Ta-Nehisi
17	Bluey. Hammerbarn. (Bluey)	Not listed in quote
18	Bluey. I love my family (Bluey)	Not listed in quote
19	Bluey. Mini Bluey. (Bluey)	Not listed in quote
20	Bo y el juego de baloncesto (Bo at the Buzz (Read Woke Chapter Books))	Smith, Elliott
21	Bo y el maton de la escuela (Bo at the Buzz (Read Woke Chapter Books))	Smith, Elliott
22	Bo y la clase de poesia (Bo at the Buzz (Read Woke Chapter Books))	Smith, Elliott
23	Body parts (Concept Books (Learning Props))	Schumacher, Bev
24	Bomberos al rescate = Firefighters to the rescue (Community Helpers)	Olsen, Alana
25	Books and the people who make them	Vernet, Stephanie
26	Brasil (Creative Sports: World Cup Winners)	Barry, James
27	Buen buen padre	Tomlin, Chris
28	Buenas noches, luna	Brown, Margaret Wise
29	Buenas noches, pequeno Pez Arcoiris (Rainbow Fish)	Pfister, Marcus
30	Caidas de agua (Ready Readers: Mother Nature)	McKenzie, Precious

No.	Book Title	Author
31	Los calzoncillos maleficos	Reynolds, Aaron
32	Los camiones de basura (Starting Out)	Greve, Meg
33	Los camiones monstruo (Starting Out)	Greve, Meg
34	Castle of books	Sanna, Alessandro
35	Celebrando todas las culturas (Blue Owl Books: Celebrating Our Community)	Colich, Abby
36	Cendrillon : a Caribbean Cinderella	San Souci, Robert D
37	Chancho el apestoso (Pig The Pug)	Blabey, Aaron
38	Chancho el campeon (Pig The Pug)	Blabey, Aaron
39	Chancho el mentiroso (Pig The Pug)	Blabey, Aaron
40	Chancho el monstruo (Pig The Pug)	Blabey, Aaron
41	Chancho el pug (Pig The Pug)	Blabey, Aaron
42	Chancho el rebelde (Pig The Pug)	Blabey, Aaron
43	Chancho la estrella (Pig The Pug)	Blabey, Aaron
44	A charmed life = Una vida con suerte	Barbieri, Gladys Elizabeth
45	Chile (Exploring World Cultures)	Holt, Amy
46	Cinderella, or, The little glass slipper	Perrault, Charles
47	Clara and the man with books in his window	Andruetto, Maria Teresa
48	Clothes in many cultures (Pebble Plus: Life Around the World)	Adamson, Heather
49	Coco the Crocodile (Wordless Graphic Novels)	Ankh
50	Comida de casa	Stein, Joshua David
51	Como hago origami? (Rainy-Day Crafts)	Jones, Elton
52	Como hago un titere de calcetin? (Rainy-Day Crafts)	Law, Andrew
53	Como hago una cometa? (Rainy-Day Crafts)	Coleman, Clara O
54	Como mides los liquidos? (A+ Books: Measure It!)	Adamson, Thomas K
55	Las conchas marinas (Bullfrog Books: Find It in Nature!)	Gleisner, Jenna Lee
56	Conjunctions (English Grammar)	Heinrichs, Ann
57	Construction workers : and what they do (Profession)	Slegers, Liesbet
58	Cool Melons-- turn to frogs! : the life and poems of Issa	Gollub, Matthew
59	Counting ovejas	Weeks, Sarah
60	Creciendo (Ready Readers: School Days)	Walters, Abby
61	Cristiano Ronaldo vs. Lionel Messi : soccer legends face off (Sports Illustrated Kids: Legend vs. Legend)	Bischer, Karen
62	The cucuy stole my cascarones	Rivas, Spelile
63	Culturas comunitarias : revisar los datos (Computer Science For The Real World-Gr 2-3 Nonfict/Social St)	McClure, Leigh
64	Culturas de todo el mundo (Primary Source Readers: Social Studies 3)	Dustman, Jeanne
65	Culturas diferentes (Celebrating Differences)	Pettiford, Rebecca
66	Las culturas en nuestra clase : revisar los datos (Computer Science For The Real World-Gr 2-3 Fiction/Social St)	Conway, Sommer

No.	Book Title	Author
67	Dare to dream! = Atrevete a sonar! (Another Sommer-Time Story)	Sommer, Carl
68	Dia de disfraces	Gomez, Blanca
69	Dia de Muertos numeros = A Day of the Dead counting book	Tonatiuh, Duncan
70	Diez profes deliciosos (Somos8)	Montgomery, Ross
71	Dino and Pablo's prehistoric games (Wordless Graphic Novels)	Dauvillier, Loic
72	Disenos en los deportes (ABDO Kids Junior: Patterns Are Fun!)	Davis, Bela
73	Doctor Proctor's fart powder (Doctor Proctor's Fart Powder, Book 1)	Nesbo, Jo
74	Donde esta mi borrador? (Ready Readers: School Days)	Rosen, Robert
75	Elena va a acampar	Medina, Juana
76	Enojo es-- (A+ Books Bilingual: Know Your Emotions)	Miller, Connie Colwell
77	Es hora de ir a la cama, querido dragon = It's bedtime, dear dragon (Dear Dragon)	Hillert, Margaret
78	Es mio!	Persson, Klara
79	La escuela secreta de Nasreen : una historia real de Afganistan	Winter, Jeanette
80	Espana (Creative Sports: World Cup Winners)	Olson, Jason
81	Esperar no es facil! (Elephant & Piggie)	Willems, Mo
82	Esta es una escuela (This is Our World (Candlewick))	Schu, John
83	Estacion de bomberos (City Tour)	Thielges, Alissa
84	Estacion de policia (City Tour)	Thielges, Alissa
85	Esto es rock!	Guix, Manu
86	Explora Jupiter (Lightning Bolt Books: Planet Explorer)	Milroy, Liz
87	Explora la Tierra (Lightning Bolt Books: Planet Explorer)	Golusky, Jackie
88	Explora Marte (Lightning Bolt Books: Planet Explorer)	Golusky, Jackie
89	Explora Mercurio (Lightning Bolt Books: Planet Explorer)	Milroy, Liz
90	Explora Saturno (Lightning Bolt Books: Planet Explorer)	Milroy, Liz
91	Explora Venus (Lightning Bolt Books: Planet Explorer)	Milroy, Liz
92	El expreso polar	Van Allsburg, Chris
93	Fantastic Four. Full circle (Marvel Arts)	Ross, Alex
94	Floating in space (Let's-Read-And-Find-Out Science: Level 2)	Branley, Franklyn Mansfield
95	The flower man : a wordless picture book	Ludy, Mark
96	The fly (Disgusting Critters)	Gravel, Elise
97	Froggy se viste	London, Jonathan
98	From caterpillar to butterfly (Let's Read and Find Out Science: Level 1)	Heiligman, Deborah
99	Gaston Leroux's The phantom of the opera (Calico Illustrated Classics)	Mullarkey, Lisa
100	Gears in my world = Engranajes en mi mundo (My World Of Science)	Randolph, Joanne
101	Goldilocks (My First Classic Tales)	Candell, Arianna
102	Goldilocks and the three bears	Muller, Gerda

No.	Book Title	Author
103	La golondrina (Books That Sing)	Santos, Sonia de los
104	Growing up with tamales Los tamales de Ana / por Gwendolyn Zepeda ; ilustraciones de April Ward ; traduccion al espanol de Gabriela Baeza Ventura.	Zepeda, Gwendolyn
105	Guess how much I love you	McBratney, Sam
106	Guess who runs = Adivina quien corre (Bookworms: Guess Who? Group 2)	Gordon, Sharon
107	El gusano (Disgusting Critters)	Gravel, Elise
108	Gustavo, the shy ghost	Drago, Flavia Z
109	Hans Christian Andersen : the journey of life	Janisch, Heinz
110	Happy like soccer	Boelts, Maribeth
111	Harp seals = Las focas de groenlandia (PowerKids Readers: Sea Friends)	Drumlin, Sam
112	The heart : our circulatory system (Seymour Simon-Science)	Simon, Seymour
113	Hermana pegajosa	Siqueira, Ana
114	Hidden : a child's story of the Holocaust	Dauvillier, Loic
115	The highest mountain of books in the world	Bonilla, Rocio
116	Home (Spectacular STEAM for Curious Readers)	Simler, Isabelle
117	How do you say? = Como se dice?	Dominguez, Angela
118	How I survived bullies, broccoli, and Snake Hill (Middle School, Book 4)	Patterson, James
119	Un huevo muy bueno (Food Group)	John, Jory
120	Independence Day (Little Jamie Books: Celebrate With Me)	Scholl, Elizabeth J
121	Indonesia (Exploring World Cultures)	Thorpe, Judy
122	Interjections (English Grammar)	Heinrichs, Ann
123	Jaguars = Jaguares (Animals That Live In The Rain Forest)	Guidone, Julie
124	El jardin del nino	Foreman, Michael
125	The jellyfish garden : explore their curious world	Vitale, Paola
126	Jeremy, the English garden snail : heredity, citizen science, and #snaillove (Children's Animal Book)	Pattison, Darcy
127	Journey (Aaron Becker's Wordless Trilogy, Book 1)	Becker, Aaron
128	Jules Verne's A journey to the center of the earth (Calico Illustrated Classics)	Lay, Kathryn
129	Juneteenth (Pebble Explore: Traditions & Celebrations)	Crayton, Lisa A
130	Kwanzaa (Pebble Explore: Traditions & Celebrations)	Tyner, Artika R
131	Let's be friends = Seamos amigos (My Friend, Mi Amigo)	Colato Lainez, Rene
132	Lionel Messi (Inspire)	Lewis, Leigh
133	Little Bat and the fabulous cave	Jarosova, Bohdana
134	A little bitty man and other poems for the very young	Rasmussen, Halfdan Wedel
135	The little doctor = El doctorcito	Guerra, Juan J
136	The little fish (Wordless Graphic Novels)	Cunill, Marta
137	Loki : where mischief lies (Marvel Universe YA)	Lee, Mackenzi

No.	Book Title	Author
138	Look at the weather	Teckentrup, Britta
139	Look out kindergarten, here I come!	Carlson, Nancy L
140	Love is still winning = El amor siempre triunfa	Doucet, Fabienne
141	Lucia's goals	Quezada Padron, Angela
142	El lugar perfecto	de la Pena, Matt
143	La luna mango	De Anda, Diane
144	Lunch across cultures : recipes from around the world (Cooking Across Cultures)	Luciow, Chelsey
145	Luz Lucero, nina astronauta : English & Spanish	Hernandez, Zaida
146	Maisy va al dentista (Maisy First Experiences)	Cousins, Lucy
147	Malala : activist for girls' education	Frier, Raphaele
148	La maleta de tesoros	Sylvester, Natalia
149	Mama the alien = Mama la extraterrestre	Colato Lainez, Rene
150	The mango tree = La mata de mango	Rodriguez, Edel
151	Maria had a little llama = Maria tenia una llamita	Dominguez, Angela
152	Mariposas (ABDO Kids Jumbo: Insects)	Hansen, Grace
153	Las mariposas monarca : una historia de migracion (Incredible Migrations)	Amstutz, Lisa J
154	Martin Luther King Jr. (Little People, Big Dreams)	Sanchez Vegara, Ma Isabel
155	Gamora and Nebula : sisters in arms (Marvel Universe YA)	Lee, Mackenzi
156	Loki : where mischief lies (Marvel Universe YA)	Lee, Mackenzi
157	The Winter Soldier: cold front (Marvel Universe YA)	Lee, Mackenzi
158	Marvel vs. DC : a superhero showdown (Versus (Fly!))	Abdo, Kenny
159	Me rompi la trompa! (Elephant & Piggie)	Willems, Mo
160	Mejores jugadoras femeninas de futbol (Lerner Sports Rookie: Soccer Mania)	Krenn, Cara
161	Memorial day (Little Jamie Books: Celebrate With Me)	Orr, Tamra
162	Mi primer trofeo = My first trophy (I'm Growing Up!)	Woods, Sadie
163	Mi primera visita a la biblioteca = My first trip to the library (My First Trip)	Roza, Greg
164	Mix it up!	Tullet, Herve
165	The monster in the lake	Timmers, Leo
166	Mountains (Seymour Simon-Science)	Simon, Seymour
167	My favorite time of day (Little Jamie Books: Day In The Life)	Kondrchek, Jamie
168	My happy life (My Happy Life, Book 1)	Lagercrantz, Rose
169	My name is Gabito : the life of Gabriel Garcia Marquez	Brown, Monica
170	El nino con flores en la cabeza (Somos8)	Jarvis
171	No es un frijol	Martinez, Claudia Guadalupe
172	Noah : a wordless picture book	Ludy, Mark
173	Nocturnal : animals after dark	Riera, Lucas

No.	Book Title	Author
174	Nouns (English Grammar)	Heinrichs, Ann
175	One million oysters on top of the mountain (Spectacular STEAM for Curious Readers)	Nogues Otero, Alex
176	Pablo Picasso (Little People, Big Dreams)	Sanchez Vegara, Ma Isabel
177	La panza de mama	Quintero, Isabel
178	Parker and the pear (Wordless Graphic Novels)	Pluk, Jim
179	Parque Nacional de Yellowstone (National Parks (Abdo Kids Jumbo))	Hansen, Grace
180	Parque Nacional Grand Teton (National Parks (Abdo Kids Jumbo))	Hansen, Grace
181	Pepita y bebita	Behar, Ruth
182	Perdi mi primer diente = My first lost tooth (I'm Growing Up!)	Brooks, Marigold
183	Perla, la super perrita	Allende, Isabel
184	Perla y la Princesa	Allende, Isabel
185	Peru (Exploring World Cultures)	Gould, Sloane
186	Pete el gato and his magic sunglasses	Dean, James
187	El pez arcoiris	Pfister, Marcus
188	Pinkalicious	Kann, Victoria
189	Poems for every season : a year of haiku, sonnets, and more	Westera, Bette
190	Polvo solar	Pena, Zeke
191	A pond full of ink	Schmidt, Annie M. G
192	Poppy and Tito (Wordless Graphic Novels)	Domecq, Mathilde
193	Presiona aqui	Tullet, Herve
194	La primera luna llena de gatita	Henkes, Kevin
195	La princesa mas alla de las montanas	Pisi, Valeria Angela
196	La profesora del pantano (Boo Books)	Sazaklis, John
197	Protege a las tortugas verdes! (Little Activists-Endangered Species)	Hansen, Grace
198	Puedo jugar yo tambien? (Elephant & Piggie)	Willems, Mo
199	Querido dragon va al mercado (Dear Dragon)	Hillert, Margaret
200	Quest (Aaron Becker's Wordless Trilogy, Book 2)	Becker, Aaron
201	Rabbitology : the ultimate encyclopedia	Demonti, Ilaria
202	Reglas en el salon de clases (Rules at School)	Hicks, Dwayne
203	Return (Aaron Becker's Wordless Trilogy, Book 3)	Becker, Aaron
204	Rio de mariposas	Ortega, Mirelle
205	Roger is reading a book	Van Biesen, Koen
206	Russia (Exploring World Cultures)	Reynolds, Donna
207	Santa Claus and the Christmas surprise	Lachner, Dorothea
208	Los seis que buscaron la Navidad	Hyman, Trina Schart
209	El sencillo tornillo (Simple Machines (ABDO))	Murray, Julie

No.	Book Title	Author
210	Shine : a wordless book about love	Griffin, Dagny
211	Si le das un panqueque a una cerdita (If You Give...)	Numeroff, Laura Joffe
212	Si le haces una fiesta a una cerdita (If You Give...)	Numeroff, Laura Joffe
213	Similes and metaphors (English Grammar)	Heinrichs, Ann
214	Sky tree : seeing science through art	Locker, Thomas
215	Snoopy (Biographies of classic cartoons)	Hansen, Grace
216	Aitana Bonmati (Soccer Biographies)	Abdo, Kenny
217	Erling Haaland (Soccer Biographies)	Abdo, Kenny
218	Kylian Mbappe (Soccer Biographies)	Abdo, Kenny
219	Lionel Messi (Soccer Biographies)	Abdo, Kenny
220	Sam Kerr (Soccer Biographies)	Abdo, Kenny
221	Vinicius Jr. (Soccer Biographies)	Abdo, Kenny
222	The soccer fence : a story of friendship, hope and apartheid in South Africa	Bildner, Phil
223	Soccer GOATs (GOATs in Sports)	Abdo, Kenny
224	Soccer players and what they do (Profession)	Slegers, Liesbet
225	Soccer skills for young players	Buxton, Ted
226	South Korea (Exploring World Cultures)	Pierce, Simon
227	Soy un hermano mayor	Cole, Joanna
228	Spanish is the language of my family	Genhart, Michael
229	Spanish words at the zoo (Learn My Language!)	Dee, Nora
230	Spanish words in the house (Learn My Language!)	Kennedy, Robert
231	Spider-Man. 1,Animals assemble! (Mighty Marvel Team-Up)	Maihack, Mike
232	Spider-Man. 4,Mighty mayhem! (Mighty Marvel Team-Up)	Maihack, Mike
233	St. Patrick's Day = Dia de San Patricio (PowerKids Readers: Happy Holidays!)	Keogh, Josie
234	Still water : the wonders of ponds, pools, wetlands, and more (Spectacular STEAM for Curious Readers)	Gottardi, Valentina
235	The sun (Seymour Simon-Science)	Simon, Seymour
236	Te quiero con todo mi corazon	Chapman, Jane
237	Thanksgiving (Little Jamie Books: Celebrate With Me)	Hinman, Bonnie
238	They all saw a cat	Wenzel, Brendan
239	The three little pigs (My First Classic Tales)	Candell, Arianna
240	El tiburon martillo (Bolt Jr: Shark World)	Storm, Marysa
241	Tim hace lo que el quiere	Antonissen, Bianca
242	Todo es nuevo	Abraham, Aylar
243	Todos son perros!	Seidell, Roel
244	Tornadoes (Seymour Simon-Science)	Simon, Seymour
245	Tractorcito aprende a compartir	Quintart, Natalie

No.	Book Title	Author
246	Traveling butterflies	Shingu, Susumu
247	A treasury of Curious George	Rey, Margret
248	Un trineo para Gabo	Otheguy, Emma
249	Two worlds = Dos mundos	Rodriguez, Edel
250	The ugly duckling	Andersen, H. C
251	Valentine's Day = Dia de San Valentin (PowerKids Readers: Happy Holidays!)	Keogh, Josie
252	Vamos a dar una vuelta! (Elephant & Piggie)	Willems, Mo
253	Vamos a recoger fresas (Let's Have Fun Outside!)	Rajczak Nelson, Kristen
254	Veo veo tamanos (First Concepts - Eye Spy!)	Roesser, Marie
255	Un verano especial con la abuela	De Regil, Tania
256	Vietnam (Exploring World Cultures)	Lombardo, Jennifer
257	Voy a ser ingeniero! (That's the Job for Me!)	Franco, Michou
258	Voy a ser piloto! (That's the Job for Me!)	Franco, Michou
259	Wandering whale sharks	Shingu, Susumu
260	Watermelon pool	Annyongdal
261	What day is it? (Little Jamie Books: Day In The Life)	Kondrchek, Jamie
262	What's it like to be a fish? (Let's Read and Find Out Science: Level 1)	Pfeffer, Wendy
263	Wolves (Seymour Simon-Science)	Simon, Seymour
264	The world's best soccer book : everything you need to know about soccer!	Ulane, Paul
265	Yo primero! ; Me first (Story About...)	Lester, Helen
266	Yo puedo respirar (My Calm-Down Books)	McAneney, Caitie
267	You are the loveliest	Hagen, Hans
268	Los zombis no comen verduras!	Lacera, Megan

Middle School Books - 279 books

No.	Book Title	Author
1	Aguafiestas (Diary of a Wimpy Kid, Book 20)	Kinney, Jeff
2	Amanda Gorman : inspiring hope with poetry (Gateway Biographies)	Tyner, Artika R
3	Antes de ser libres [large print]	Alvarez, Julia
4	Attack of the jack-o'-lanterns (Classic Goosebumps, Book 36)	Stine, R. L
5	The baby-sitter burglaries (Nancy Drew Mystery Stories, Book 129)	Keene, Carolyn
6	The Baby-sitters Club. 19,Dawn on the coast (Baby-Sitters Club, Book 19)	Nopra, Arley
7	The Baby-sitters Club. 9,Claudia and the new girl (Baby-Sitters Club, Book 9)	Epstein, Gabriela
8	Baby-sitters little sister. 10,Karen's prize (Baby-Sitters Little Sister, Book 10)	Grant, Shauna J
9	Baby-sitters little sister. 12,Karen's surprise (Baby-Sitters Little Sister, Book 12)	Grant, Shauna J
10	Baby-sitters little sister. 13,Karen's New Year (Baby-Sitters Little Sister, Book 13)	Yingst, DK
11	Baby Sitters LIttle Sister 14 --Karen's in Love (Baby-Sitters Little Sister, Book 14)	Williams, Lily
12	Battle of the beast (Beast and the Bethany, Book 3)	Meggitt-Phillips, Jack
13	The beast and the Bethany (Beast and the Bethany, Book 1)	Meggitt-Phillips, Jack
14	Bigfoot (Enduring Mysteries)	Bahn, Christopher
15	Bigfoot crossing (Orca Currents)	Anderson-Dargatz, Gail
16	The bigfoot files	Eagar, Lindsay
17	Black Panther. A nation under our feet.Part 2 (Black Panther Set 1 (ABDO Spotlight), Book 2)	Coates, Ta-Nehisi
18	Black Panther. A nation under our feet.Part 3 (Black Panther Set 1 (ABDO Spotlight), Book 3)	Coates, Ta-Nehisi
19	Black Panther. A nation under our feet.Part 4 (Black Panther Set 1 (ABDO Spotlight), Book 4)	Coates, Ta-Nehisi
20	Black Panther. A nation under our feet.Part 5 (Black Panther Set 1 (ABDO Spotlight), Book 5)	Coates, Ta-Nehisi
21	Black Panther. A nation under our feet.Part 6 (Black Panther Set 1 (ABDO Spotlight), Book 6)	Coates, Ta-Nehisi
22	Captain Underpants. 1 :the first epic manga (Captain Underpants, Book 1)	Pilkey, Dav
23	Carry on : poetry	young immigrants
24	Changing the equation : 50+ US Black women in STEM	Bolden, Tonya
25	Charles Darwin : naturalist (Great Minds Of Science)	Anderson, Margaret Jean
26	Charlie Hernandez & the castle of bones (Charlie Hernandez, Book 2)	Calejo, Ryan
27	Charlie Hernandez & the Golden Dooms (Charlie Hernandez, Book 3)	Calejo, Ryan
28	Charlie Hernandez & the hand of darkness (Charlie Hernandez, Book 5)	Calejo, Ryan
29	Charlie Hernandez & the phantom of time (Charlie Hernandez, Book 4)	Calejo, Ryan
30	Charlie Thorne and the curse of Cleopatra (Charlie Thorne, Book 3)	Gibbs, Stuart
31	Charlie Thorne and the lost city (Charlie Thorne, Book 2)	Gibbs, Stuart
32	Charlie Thorne and the royal society (Charlie Thorne, Book 4)	Gibbs, Stuart
33	Charmed (Fairy Tale Reform School, Book 2)	Calonita, Jen
34	The city of Ember. Prequel,The prophet of Yonwood (City Of Ember, Book 4)	DuPrau, Jeanne
35	City of ghosts (City of Ghosts, Book 1)	Schwab, Victoria

No.	Book Title	Author
36	The claiming (Last Resort, Book 2)	Warga, Jasmine
37	Claudia and the phantom phone calls (Baby-Sitters Club, Book 2)	Martin, Ann M
38	Code of honor	Gratz, Alan
39	The college football encyclopedia (College Sports Encyclopedias)	Beattie, Charlie
40	The college soccer encyclopedia (College Sports Encyclopedias)	Beattie, Charlie
41	Create a costume! (Maker Comics)	Myer, Sarah
42	The cuckoo clock of doom (Classic Goosebumps, Book 37)	Stine, R. L
43	Cursed (Fairy Tale Reform School, Book 6)	Calonita, Jen
44	Dream jobs in engineering (Cutting-Edge Careers in STEM)	Hynson, Colin
45	Dream jobs in math (Cutting-Edge Careers in STEM)	Hynson, Colin
46	Dream jobs in science (Cutting-Edge Careers in STEM)	Oxlade, Chris
47	Dream jobs in technology (Cutting-Edge Careers in STEM)	Hynson, Colin
48	The dangerous gift (Wings of Fire, Book 14)	Sutherland, Tui
49	Darkness of dragons (Wings of Fire, Book 10)	Sutherland, Tui
50	Deep trouble (Classic Goosebumps, Book 2)	Stine, R. L
51	Dive	Anderson, John David
52	Dog Man : a sprinkle in time (Dog Man, Book 15)	Pilkey, Dav
53	Dog Man. Brawl of the wild (Dog Man, Book 6)	Pilkey, Dav
54	Dog Man. Lord of the fleas (Dog Man, Book 5)	Pilkey, Dav
55	Dog Man. The scarlet shedder (Dog Man, Book 12)	Pilkey, Dav
56	Double trouble. Lost in Japan (Bounce Back (Feiwel & Friends), Book 4)	Misako Rokkusu
57	Earthquakes : the science behind seismic shocks and tsunamis (Science Behind Natural Disasters)	Silverstein, Alvin
58	Edgar Allan Poe (Voices in Poetry)	Frisch, Aaron
59	Egg monsters from Mars (Classic Goosebumps, Book 40)	Stine, R. L
60	Ellis Island : immigration and the American dream (History Comics)	Galindo, Felipe
61	Emily Dickinson (Poetry For Young People)	Dickinson, Emily
62	Alien abductions (Enduring Mysteries)	Karst, Ken
63	Area 51 (Enduring Mysteries)	Bahn, Christopher
64	Area 51 (Enduring Mysteries)	Karst, Ken
65	Atlantis (Enduring Mysteries)	Bahn, Christopher
66	Atlantis (Enduring Mysteries)	Karst, Ken
67	Bigfoot (Enduring Mysteries)	Bahn, Christopher
68	Bigfoot (Enduring Mysteries)	Karst, Ken
69	The Great Sphinx (Enduring Mysteries)	Karst, Ken
70	Loch ness monster (Enduring Mysteries)	Bahn, Christopher
71	Near-death experiences (Enduring Mysteries)	Bahn, Christopher

No.	Book Title	Author
72	Near-death experiences (Enduring Mysteries)	Karst, Ken
73	Sea monsters (Enduring Mysteries)	Bahn, Christopher
74	Sea monsters (Enduring Mysteries)	Karst, Ken
75	Everything soccer (Everything Sports)	Clarke, David J
76	Everything World Cup (Eureka! Everything Sports)	Koestler-Grack, Rachel A
77	Extreme abilities : amazing human feats and the simple science behind them	Watson, Galadriel
78	Fight or flight (Diary of a Wimpy Kid, Book 21)	Kinney, Jeff
79	Finding wonders : three girls who changed science	Atkins, Jeannine
80	Fix a car! (Maker Comics)	Schweizer, Chris
81	The flames of hope (Wings of Fire, Book 15)	Sutherland, Tui
82	Framed	Cottrell Boyce, Frank
83	Framed! : a T.O.A.S.T. mystery (Framed!, Book 1)	Ponti, James
84	Trapped! (Framed!, Book 3)	Ponti, James
85	Vanished! (Framed!, Book 2)	Ponti, James
86	Friends forever (Friends Trilogy (First Second), Book 3)	Hale, Shannon
87	Gathering blue (Giver Quartet, Book 2)	Lowry, Lois
88	The ghost at Dawn's house (Baby-Sitters Club, Book 9)	Martin, Ann M
89	Ghost Beach (Classic Goosebumps, Book 15)	Stine, R. L
90	Ghost light (Last Resort, Book 3)	Farizan, Sara
91	The girl who drew butterflies : how Maria Merian's art changed science	Sidman, Joyce
92	GOATs of soccer (Sports GOATs: The Greatest of All Time)	Hewson, Anthony K
93	The greatest moments in sports	Berman, Len
94	Grenade	Gratz, Alan
95	Hand in hand : an American history through poetry	Not listed in quote
96	The haunted mask 2 (Classic Goosebumps, Book 34)	Stine, R. L
97	Hello, Mallory (Baby-Sitters Club, Book 14)	Martin, Ann M
98	Hidden powers : Lise Meitner's call to science	Atkins, Jeannine
99	History of soccer (History of Sports)	Abdo, Kenny
100	The hive queen (Wings of Fire, Book 12)	Sutherland, Tui
101	Home run! : science projects with baseball and softball (Score! Sports Science Projects)	Bonnet, Robert L
102	Hooky (Hooky, Book 1)	Tur, Miriam Bonastre
103	Hooky. Volume 2 (Hooky, Book 2)	Tur, Miriam Bonastre
104	Hooky. Volume 3 (Hooky, Book 3)	Tur, Miriam Bonastre
105	How we got to the moon : the people, technology, and daring feats of science behind humanity's greatest adventure	Rocco, John
106	The hybrid prince (Wings of Fire, Book 16)	Sutherland, Tui
107	The attacks of September 11, 2001 (I Survived, Book 6)	Tarshis, Lauren

No.	Book Title	Author
108	The battle of D-Day, 1944 (I Survived, Book 18)	Tarshis, Lauren
109	The battle of Gettysburg, 1863 (I Survived, Book 7)	Tarshis, Lauren
110	The bombing of Pearl Harbor, 1941 (I Survived, Book 4)	Tarshis, Lauren
111	The California wildfires, 2018 (I Survived, Book 20)	Tarshis, Lauren
112	The Children's Blizzard, 1888 (I Survived, Book 16)	Tarshis, Lauren
113	The destruction of Pompeii, AD 79 (I Survived, Book 10)	Tarshis, Lauren
114	The eruption of Mount St. Helens, 1980 (I Survived, Book 14)	Tarshis, Lauren
115	The Galveston hurricane, 1900 (I Survived, Book 21)	Tarshis, Lauren
116	The Great Chicago Fire, 1871 (I Survived, Book 11)	Tarshis, Lauren
117	Hurricane Katrina, 2005 (I Survived, Book 3)	Tarshis, Lauren
118	I survived the American Revolution, 1776 (I Survived, Book 15)	Tarshis, Lauren
119	I survived the attack of the grizzlies, 1967 (I Survived, Book 17)	Tarshis, Lauren
120	I survived the Black death, 1348 (I Survived, Book 24)	Tarshis, Lauren
121	I survived the Dust Bowl, 1935 (I Survived, Book 25)	Tarshis, Lauren
122	I survived the great Alaska earthquake, 1964 (I Survived, Book 23)	Tarshis, Lauren
123	I survived the great molasses flood, 1919 (I Survived, Book 19)	Tarshis, Lauren
124	I survived the Hindenburg disaster, 1937 (I Survived, Book 13)	Tarshis, Lauren
125	I survived the Wellington avalanche, 1910 (I Survived, Book 22)	Tarshis, Lauren
126	I survived wildlife adventure the night of the lions, 2025 (I Survived, Book 26)	Tarshis, Lauren
127	The Japanese tsunami, 2011 (I Survived, Book 8)	Tarshis, Lauren
128	The Joplin tornado, 2011 (I Survived, Book 12)	Tarshis, Lauren
129	The Nazi invasion, 1944 (I Survived, Book 9)	Tarshis, Lauren
130	The San Francisco earthquake, 1906 (I Survived, Book 5)	Tarshis, Lauren
131	The shark attacks of 1916 (I Survived, Book 2)	Tarshis, Lauren
132	The sinking of the Titanic, 1912 (I Survived, Book 1)	Tarshis, Lauren
133	I survived the bombing of Pearl Harbor, 1941 (I Survived, Book 14)	Ball, Georgia
134	I Survived the Hindenburg Disaster, 1937 (I Survived, Book 15)	Tarshis, Lauren
135	I Survived the Joplin Tornado, 2011 (I Survived, Book 16)	Tarshis, Lauren
136	I survived wildlife adventure the night of the lions, 2025 (I Survived, Book 26)	Tarshis, Lauren
137	Impact! : asteroids and the science of saving the world (Scientists in the Field (Houghton Mifflin))	Rusch, Elizabeth
138	Impossible creatures (Impossible Creatures, Book 1)	Rundell, Katherine
139	In it to win it : sports and the climate crisis (Orca Think)	Silver, Erin
140	Invasion of the body squeezers. Part 1 (Classic Goosebumps, Book 41)	Stine, R. L
141	Invasion of the body squeezers. Part 2 (Classic Goosebumps, Book 42)	Stine, R. L
142	King James (Lebron James Graphic Novel Biography) (Sports Superstars (Graphix))	Elysee, Greg Anderson
143	Kristy and the Mother's Day Surprise --a Graphic Novel (Baby-Sitters Club, Book 20)	Epstein, Gabriela

No.	Book Title	Author
144	The last battle (Chronicles of Narnia, Book 7)	Lewis, C. S
145	The last comics on Earth. #1 (Last Comics on Earth, Book 1)	Brallier, Max
146	The last comics on Earth. #2,Too many villains! (Last Comics on Earth, Book 2)	Brallier, Max
147	The last comics on Earth. #3,A song of swords and stuffies (Last Comics on Earth, Book 3)	Brallier, Max
148	The last comics on Earth. #4,Across the Doodleverse (Last Comics on Earth, Book 4)	Brallier, Max
149	The last kids on Earth and the destructor's lair (Last Kids On Earth, Book 10)	Brallier, Max
150	The last kids on Earth and the doomsday race (Last Kids On Earth, Book 7)	Brallier, Max
151	The last kids on Earth and the forbidden fortress (Last Kids On Earth, Book 8)	Brallier, Max
152	The last kids on Earth and the midnight blade (Last Kids On Earth, Book 5)	Brallier, Max
153	The last kids on Earth and the monster dimension (Last Kids On Earth, Book 9)	Brallier, Max
154	The last kids on Earth and the Nightmare King (Last Kids On Earth, Book 3)	Brallier, Max
155	The last kids on Earth and the skeleton road (Last Kids On Earth, Book 6)	Brallier, Max
156	The last kids on Earth and the zombie parade! (Last Kids On Earth, Book 2)	Brallier, Max
157	Limelight : curtain up on poetry comics!	LaTulippe, Renee
158	Little Miss Stoneybrook-- and Dawn (Baby-Sitters Club, Book 15)	Martin, Ann M
159	The lost continent (Wings of Fire, Book 11)	Sutherland, Tui
160	The love report. 1 (Love Report, Book 1)	Beka
161	The love report. Volume two (Love Report, Book 2)	Beka
162	Design a game! (Maker Comics)	Wolf, Bree
163	Many waters (Time Quintet, Book 4)	L'Engle, Madeleine
164	The men's college basketball encyclopedia (College Sports Encyclopedias)	Beattie, Charlie
165	Mexikid dreams : a graphic memoir (Mexikid, Book 2)	Martin, Pedro
166	Big, fat liar (Middle School, Book 3)	Patterson, James
167	Born to rock (Middle School, Book 11)	Patterson, James
168	Dog's best friend (Middle School, Book 8)	Patterson, James
169	Escape to Australia (Middle School, Book 9)	Patterson, James
170	Field trip fiasco (Middle School, Book 13)	Patterson, James
171	From hero to zero (Middle School, Book 10)	Patterson, James
172	Get me out of here! (Middle School, Book 2)	Patterson, James
173	How I survived bullies, broccoli, and Snake Hill (Middle School, Book 4)	Patterson, James
174	It's a zoo in here! (Middle School, Book 14)	Patterson, James
175	Just my rotten luck (Middle School, Book 7)	Patterson, James
176	Master of disaster (Middle School, Book 12)	Patterson, James
177	Million dollar mess (Middle School, Book 16)	Patterson, James
178	Save Rafe! (Middle School, Book 6)	Patterson, James
179	Too uncool for school (Middle School, Book 17)	Patterson, James

No.	Book Title	Author
180	Ultimate showdown (Middle School, Book 5)	Patterson, James
181	Winter blunderland (Middle School, Book 15)	Patterson, James
182	The worst years of my life (Middle School, Book 1)	Patterson, James
183	Monster science : could monsters survive (and thrive!) in the real world?	Becker, Helaine
184	Monstrous : the lore, gore, and science behind your favorite monsters	Beccia, Carlyn
185	My life as an internet novel. 1 (My Life As An Internet Novel, Book 1)	Yu, Han-ryeo
186	My life as an internet novel. 2 (My Life As An Internet Novel, Book 2)	Yu, Han-ryeo
187	My Life as an Internet Novel, Volume 3 (My Life As An Internet Novel, Book 3)	Hyeon, A
188	Treasury of Egyptian mythology : classic stories of gods, goddesses, monsters & mortals (Mythology (National Geographic))	Napoli, Donna Jo
189	Treasury of Greek mythology : classic stories of gods, goddesses, heroes & monsters (Mythology (National Geographic))	Napoli, Donna Jo
190	Treasury of Norse mythology : stories of intrigue, trickery, love, and revenge (Mythology (National Geographic))	Napoli, Donna Jo
191	The NBA encyclopedia (Sports Encyclopedias)	Flynn, Brendan
192	The Neverfear (Impossible Creatures, Book 3)	Rundell, Katherine
193	The NFL encyclopedia (Sports Encyclopedias)	Flynn, Brendan
194	Night of the living dummy 3 (Classic Goosebumps, Book 26)	Stine, R. L
195	Out of hiding : a Holocaust survivor's journey to America	Gruener, Ruth
196	Out of my dreams (Out of My Mind, Book 3)	Draper, Sharon M
197	Out of my heart (Out of My Mind, Book 2)	Draper, Sharon M
198	Partypooper (Diary of a Wimpy Kid, Book 20)	Kinney, Jeff
199	Patina (Track, Book 2)	Reynolds, Jason
200	The people and culture of Latin America (Exploring Latin America)	Nichols, Susan
201	Percy Jackson and the Olympians The Titan's Curse Deluxe Collector's Edition (Percy Jackson and the Olympians, Book 3)	Riordan, Rick
202	Phantom of the auditorium (Classic Goosebumps, Book 20)	Stine, R. L
203	Photography : an illustrated history	Sandler, Martin W
204	The poetry of car mechanics	Stemple, Heidi E. Y
205	The poison jungle (Wings of Fire, Book 13)	Sutherland, Tui
206	The poisoned king (Impossible Creatures, Book 2)	Rundell, Katherine
207	Prince Caspian : the return to Narnia (Chronicles of Narnia, Book 4)	Lewis, C. S
208	Prince Caspian : the return to Narnia (Chronicles of Narnia, Book 4)	Lewis, C. S
209	The professional wrestling encyclopedia (Sports Encyclopedias)	Gerard, Mary
210	Projekt 1065	Gratz, Alan
211	Rebound (Crossover, Book 3)	Alexander, Kwame
212	Rowley Jefferson's awesome friendly spooky stories. 2 (Diary of an Awesome Friendly Kid, Book 4)	Kinney, Jeff
213	The science of friendship	Davis, Tanita S
214	The Sea Witch Prophecy (Witchlings, Book 5)	Ortega, Claribel A

No.	Book Title	Author
215	Sew totally Nala (Bounce Back (Feiwel & Friends), Book 3)	Misako Rokkusu
216	The silver chair (Chronicles of Narnia, Book 6)	Lewis, C. S
217	The silver chair (Chronicles of Narnia, Book 6)	Lewis, C. S
218	Skellig	Almond, David
219	Slam dunk : the shot that changed the game (Spectacular Sports)	Doeden, Matt
220	So, you want to be a comic book artist? : the ultimate guide on how to break into comics! (Be What You Want)	Amara, Philip
221	Soccer strategies (Sports Strategies)	Clarke, David J
222	Evil spy school (Spy School, Book 3)	Gibbs, Stuart
223	Spy camp (Spy School, Book 2)	Gibbs, Stuart
224	Spy school (Spy School, Book 1)	Gibbs, Stuart
225	Spy school at sea (Spy School, Book 9)	Gibbs, Stuart
226	Spy school blackout (Spy School, Book 13)	Gibbs, Stuart
227	Spy School British invasion (Spy School, Book 7)	Gibbs, Stuart
228	Spy school goes east (Spy School, Book 14)	Gibbs, Stuart
229	Spy school goes north (Spy School, Book 11)	Gibbs, Stuart
230	Spy school goes south (Spy School, Book 6)	Gibbs, Stuart
231	Spy school goes wild (Spy School, Book 12)	Gibbs, Stuart
232	Spy school project X (Spy School, Book 10)	Gibbs, Stuart
233	Spy school revolution (Spy School, Book 8)	Gibbs, Stuart
234	Spy School secret service (Spy School, Book 5)	Gibbs, Stuart
235	Spy ski school (Spy School, Book 4)	Gibbs, Stuart
236	The squad (Tryout, Book 2)	Soontornvat, Christina
237	STEM in sports. Engineering (STEM In Sports (Mason Crest))	Newcomb, Tim
238	STEM in sports. Science (STEM In Sports (Mason Crest))	Gigliotti, Jim
239	STEM in sports. Technology (STEM In Sports (Mason Crest))	Buckley, James
240	Super Diaper Baby. The invasion of the potty snatchers (Adventures of Super Diaper Baby, Book 2)	Pilkey, Dav
241	A swiftly tilting planet (Time Quintet, Book 3)	L'Engle, Madeleine
242	Switched (Fairy Tale Reform School, Book 4)	Calonita, Jen
243	A taste of danger (Nancy Drew Mystery Stories, Book 174)	Keene, Carolyn
244	The abduction (Theodore Boone, Book 2)	Grisham, John
245	The accomplice (Theodore Boone, Book 7)	Grisham, John
246	The accused (Theodore Boone, Book 3)	Grisham, John
247	The activist (Theodore Boone, Book 4)	Grisham, John
248	The fugitive (Theodore Boone, Book 5)	Grisham, John
249	The scandal (Theodore Boone, Book 6)	Grisham, John
250	Theodore Boone : kid lawyer (Theodore Boone, Book 1)	Grisham, John

No.	Book Title	Author
251	They called us enemy	Takei, George
252	Tornadoes : the science behind terrible twisters (Science Behind Natural Disasters)	Silverstein, Alvin
253	The treasure in the royal tower (Nancy Drew Mystery Stories, Book 128)	Keene, Carolyn
254	Tricked (Fairy Tale Reform School, Book 3)	Calonita, Jen
255	Tunnel of bones (City of Ghosts, Book 2)	Schwab, Victoria
256	Virus hunters : how science protects people when outbreaks and pandemics strike	Cherrix, Amy
257	The voyage of the Dawn Treader (Chronicles of Narnia, Book 5)	Lewis, C. S
258	Welcome to Camp Nightmare (Classic Goosebumps, Book 14)	Stine, R. L
259	A wind in the door (Time Quintet, Book 2)	L'Engle, Madeleine
260	Wings of fire. The graphic novel.Book nine,Talons of power (Wings Of Fire, Book 9)	Deutsch, Barry
261	Wished (Fairy Tale Reform School, Book 5)	Calonita, Jen
262	The women's college basketball encyclopedia (College Sports Encyclopedias)	Hanlon, Luke
263	The world cup : soccer's global championship (Spectacular Sports)	Doeden, Matt
264	African mythology (World Of Mythology)	Ollhoff, Jim
265	Chinese mythology (World Of Mythology)	Ollhoff, Jim
266	Egyptian mythology (World Of Mythology)	Ollhoff, Jim
267	European mythology (World Of Mythology)	Ollhoff, Jim
268	Greek mythology (World Of Mythology)	Ollhoff, Jim
269	Indian mythology (World Of Mythology)	Ollhoff, Jim
270	Japanese mythology (World Of Mythology)	Ollhoff, Jim
271	Mayan and Aztec mythology (World Of Mythology)	Ollhoff, Jim
272	Middle Eastern mythology (World Of Mythology)	Ollhoff, Jim
273	Native American mythology (World Of Mythology)	Ollhoff, Jim
274	Norse mythology (World Of Mythology)	Ollhoff, Jim
275	South Pacific mythology (World Of Mythology)	Ollhoff, Jim
276	The world soccer encyclopedia (Sports Encyclopedias)	Flynn, Brendan
277	Wrath of the triple goddess (Percy Jackson and the Olympians: The Senior Year Adventures, Book 2)	Riordan, Rick
278	Wrecking ball (Diary of a Wimpy Kid, Book 14)	Kinney, Jeff
279	You can't scare me! (Classic Goosebumps, Book 17)	Stine, R. L

Office of the Chief Executive Officer and Superintendent of Schools
Board of Directors Meeting of October 27, 2026

BOARD ACTION ITEM

SUBJECT: **RATIFICATION OF THE SELECTION OF HEALTHY FOODS AS THE BEST- VALUE VENDOR UNDER RFP 2526-5JA TO PROVIDE AFTER-SCHOOL MEALS FOR SCHOOLS PARTICIPATING IN THE ACE PROGRAM FOR FY 2026–2027, WITH PROJECTED EXPENDITURES IN THE AMOUNT OF $1,087,200, REIMBURSABLE THROUGH A FEDERAL FOOD SERVICE GRANT FOR AFTER-SCHOOL MEALS**

BACKGROUND The cost of the meals is $3.99 and the reimbursement from the federal Government is $4.76. The 17% difference will be set in reserves or approximately $209,810.

RECOMMENDATION: That the Board approves RFP # 2526-5JA to healthy foods, and the agreement not to exceed $1,087,200

COST: **$1,087,200**

FUNDS TO BE USED: **Fund 240**

ATTACHMENT(S): **RFP # 2526-5JA**

Submitted by: _____

Dr. Adriana Tamez
President/CEO & Superintendent of Schools
Tejano Center/RYSS Texas Public Schools

Staff Resource: Marcia Leiva, Chief Financial Officer
Dr. Jesus Amezcua, Business Consultant

Approved by Board on: _____

Tejano Center
Business Office
Proposal Recommendation Form
Program Review

To: **TCCC INC. and RYSS Board of Directors**
From: **Recommendation Committee**

Juan Santos, Chief Operating Officer
Claudia Rodriguez, Child Nutrition Director
Marcia Leiva, Chief Financial Officer
Jesus Amezcua Consultant

Proposal and Name: RFP # 2526-5JA Healthy Foods

Board Meeting Date: August 25, 2026
Date: August 10 2026

Procurement Requirements Available:

Check One

_____ Under $10,000 (Requires Division Director & CFO Approval)
_____ From $10,000 to $49,999 (Requires Division Director, CEO, CFO Approval)
__X__ Over $50,000 (Requires Board Approval)

I certify that I have reviewed the attached proposal and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies and legal (federal and state) policies and administrative guidelines set by Tejano Center.

I certify that I have adhered to the procurement policies concerning the review of this proposal to include policies on conflict of interest (CIQ & CIS).

I certify that I am aware of all purchasing policies and administrative procedures of Tejano Center.

I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

Justification:

This proposal was developed to procure security services. The result of the proposal generated the following responses:

Tejano Center
Business Office
Proposal Recommendation Form
Program Review

Invitation to propose was sent to __3_

Tejano Center received ____1____responses.

Recommendation:

Tejano Center is recommending the following vendors for award:

The Healthy Lunch Box. The cost per meal is $3.99. It is estimated that we will use about $800,000.

RFP 26/05CR
Prime Vendors for CACFP

Vendor Name: The Healthy Lunch Box
Evaluation Date: Aug 10 2027

	Selection Criteria	Max Points	Points Awarded
1	**Price** *(Tabulated and ranked by Purchasing Division)*	30	27.75
2	**Innovative Approacj to Healthy Options**	10	10
3	**Nutrition Education Awareness**	10	10
4	Service Capability	20	17.75
5	**Experience and Reference**	10	8.75
6	Submission of all required forms	20	20
7			
8			
9			
	Total	100	94

Jesus	Claudia	Kimberly	Marcia
Eval1	Eval2	Eval3	Eval4
28	29	26	28
10	**10**	**10**	**10**
10	10	10	10
18	19	17	17
10	**9**	**7**	**9**
20	*20*	*20*	*20*
96	**97**	**90**	**94**

Notes:

Raul Yzaguirre Schools for Success

Proposal # 2526/5CR 2026 - 2027

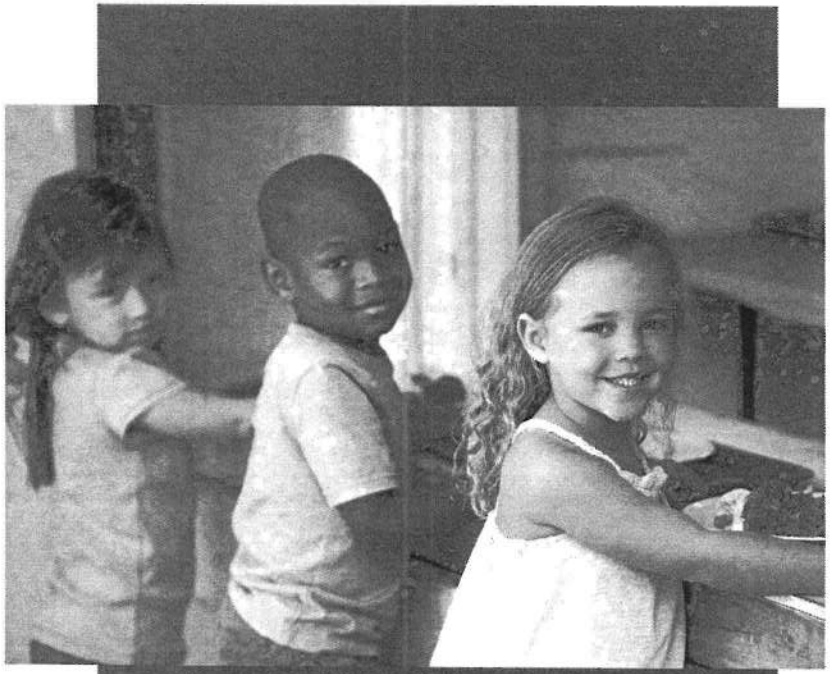
The Healthy Lunch Box®

A Healthy Bites Collective Company

Healthy Bites Collective

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19 Financial Conditions & Stability



We are pleased to submit our comprehensive proposal in response to RFP 2026 – 2027 Vended Meals to provide Vended Meal Food Services to Raul Yzaguirre for the 2026–2027 school year.

As a Houston-based, woman-owned company, Healthy Lunch Box has proudly served schools in the Houston area since 1996. We bring three decades of experience providing nutritious, student-approved meals through compliant, efficient, and community-focused food service operations. Our proposal reflects our commitment to excellence, our ability to meet all USDA and TDA standards, and our dedication to supporting your schools, students, and families.

Highlights of our proposal include:

- **Local,** fresh meal production delivering **fully ready to serve** breakfast & lunch meals
- **Accurate & compliant** reimbursable meals with all the relevant support materials
- Transparent pricing and invoicing powered by QuickBooks and My Fundamentals
- A **strong** financial foundation

We are confident that our team, tools, and proven track record uniquely position Healthy Lunch Box to support Raul Yzaguirre in delivering a food service program that students enjoy and actively participate in. The District can continue to rely on us for consistent, high-quality service. We are grateful for the opportunity to earn your trust and develop a partnership.

Our Local Leadership Team



Claire Litz

Chief Executive Officer

Bringing over 15 years of experience in the school nutrition industry to her role, Claire is well-versed in the challenges and opportunities of providing healthy, delicious food options to students. Prior to joining our team in 2021, Claire served as the lead dietitian at Houston Independent School District, where she developed and implemented nutrition programs that positively impacted the health and well-being of students throughout the district. In her current role, Claire leverages her expertise and passion for healthy eating to lead our team at Healthy Lunch Box.



Tobie Briner

VP of Operations

With over 20 years of experience in food production and delivery, Tobie oversees all aspects of our food production and delivery operations, ensuring that meals are prepared and delivered to schools and day care centers in a timely, efficient, and high-quality manner. With her long and successful track record at The Healthy Lunch Box, Tobie's knack for solutions is unmatched, and she is always ready to tackle any challenge that comes her way. Her commitment to excellence and her dedication to providing healthy, delicious food options to children are an integral part of our success.



Jason Jones

General Manager

Jason brings over 13 years of experience in the food industry, including 5 years specifically in school nutrition. In his role, Jason works in the field visiting schools on a regular basis to ensure that we are providing flawless service to our customers. His commitment to customer satisfaction is unwavering, and he is always looking for ways to improve our operations and exceed our customers' expectations. With his extensive experience in the food industry, Jason brings a wealth of knowledge and expertise to our team, helping us to continuously improve and innovate our menu offerings and service delivery.

Experience

Healthy Lunch Box, Inc. was founded in 1996 right here in Houston, Texas, and for three decades, we've been proudly serving schools and childcare centers across the greater Houston area. We are a local, woman-owned and operated company deeply embedded in this community, and we are passionately committed to nourishing the children of our city with fresh, wholesome meals.

For over 30 years, Healthy Lunch Box has successfully operated federally funded Child Nutrition Programs, including:

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
- Child and Adult Care Food Program (CACFP)
- Seamless Summer Option (SSO)
- Summer Food Service Program (SFSP)

As a State of Texas-approved Food Service Management Company and an approved USDA commodity processor, we are fully equipped to navigate the complex compliance landscape while maintaining our signature homemade, Houston-grown quality.

Because we are based in Houston, we bring local availability and familiarity with the challenges and opportunities unique to this region. Our leadership team lives here, our kitchens are here, and our partnerships are here. We are not a distant national chain — we are your neighbors, and we care deeply about supporting Houston's schools, families, and students.

Our mission goes beyond just serving meals. We strive to build relationships in the communities we serve, supporting local vendors, hiring local talent, and investing in Houston's next generation — one healthy meal at a time.

References

2002 – Present Yellowstone Academy & Yellowstone College Prep
NSLP/SSO – 2 campuses
3000 Trulley Houston, TX 77004
Richard Harris, rharris@yellowstoneschools.org

2022 – Present Houston Gateway Academy
NSLP – 4 campuses
7310 Bowie Street, Houston, TX 77012
Angelica Torres, torresang@hgaschools.org

2017 – Present Arrow Academy
NSLP/CACFP- 3 campuses
PO Box 12207, College Station, TX 77842
Rico.Sedeno@arrowacademy.org

Healthy Bites Collective

Healthy Lunch Box, Inc. is proud to be a member of the **Healthy Bites Collective** — a dynamic food service platform that unites four operating companies with decades of experience serving K–12 institutions across Texas, Illinois and New York. The collective includes Healthy Lunch Box, Inc. (Houston, TX), Twelve Oaks Catering (Dallas, TX), Gorilla Gourmet(Chicago, Illinois) and Butter Beans Kitchen (New York, NY), each bringing a strong reputation for delivering high-quality, compliant, and student-focused meal programs.

Together, these organizations serve a diverse range of school communities, including large public districts, charter school networks, and specialized education programs. This depth of experience allows us to effectively support schools of similar size and scope, tailoring our services to meet their unique nutritional, cultural, and operational needs.

Through this collaboration, we share best practices, leverage cross-state expertise, and continuously refine our systems for maximum efficiency, quality, and compliance. Schools partnering with Healthy Lunch Box benefit not only from our local presence and personalized service, but also from the strength and innovation of a broader collective committed to excellence in school nutrition.

The Healthy Lunch Box®

Twelve Oaks

GOURMET GORILLA

BUTTER BEANS KITCHEN
wholesome meals seasoned with love

Experience

In Houston, Healthy Lunch Box proudly partners with several well-established school networks, including:

- Yellowstone Schools
- Houston Gateway Academy
- Arrow Academy

These partnerships reflect **our ability to support schools of similar size and complexity to** Raul Yzaguirre, especially those with a strong commitment to nutrition, community connection, and student well-being. Our operational teams are experienced in managing multiple service sites, providing bilingual support, accommodating diverse dietary needs, and implementing efficient, cost-controlled food service programs across districts of varying scope.

Healthy Lunch Box partners with **23 Houston-area schools** and districts to serve around **20,000** meals per day. Healthy Bites Collective serves **100+ schools** and over **70,000 meals** across our platform daily.

In addition to our delicious and nutritious meals, The Healthy Lunch Box also provides **exceptional customer service**. We work closely with our school partners to ensure that our meals meet their specific needs and expectations. Our team has over **50 years** of collective experience running USDA child nutrition programs and is dedicated to making it easy for schools to offer healthy and nutritious meals to their students.

By blending local knowledge with the systems and support of a larger platform, we deliver the best of both worlds: personalized service and proven performance.

Service Capability

As a committed partner to Raul Yzaguirre, **Healthy Lunch Box will fully comply with all vendor responsibilities** as outlined in the RFP. Our team is prepared to consistently deliver high-quality service in the following areas:

Meal Delivery & Supplies
- Provide utensils and napkins in sufficient quantities for all meals.
- Deliver suppers daily to be served on site.
- Ensure meal integrity during transport (temperature, freshness, and condition).

Ordering & Communication
- Offer an online ordering system and electronic invoicing for efficiency and transparency.
- Provide monthly menus at least 10 days before month-end.

Compliance & Support
- Maintain detailed nutrition and portion records, available for review by state and federal authorities.
- Jason Jones will be your account manager to support day-to-day needs and communication.

Service Capability

Menu
We will provide monthly menus at least 10 days before month-end. Raul Yzaguirre will place weekly meal orders by the end of day each Wednesday for service the following week. Meal counts will be submitted through Healthy Lunch Box's online ordering platform, MyFUNDamentals. If adjustments are required after the initial order submission, Raul Yzaguirre may request changes via email to ensure timely processing and service accuracy.

Daily Delivery
Ready to serve meals will be delivered daily in insulated carriers, maintaining strict standards for food safety and temperature control.

Food Safety & HACCP Compliance
Healthy Lunch Box, Inc. follows a comprehensive HACCP (Hazard Analysis and Critical Control Points) plan to ensure the highest standards of food safety and sanitation throughout our operations. We employ a **Safety and Sanitation Manager** who oversees compliance across all production and service areas, conducts regular training, and ensures all staff adhere to established protocols.

Our team maintains detailed **food and temperature logs** at all critical control points, from receiving and storage to preparation and service, to verify that all items remain within safe handling ranges. Additionally, we implement daily checklists for the kitchen to confirm sanitation, equipment function, allergen management, and personal hygiene practices.

These proactive measures support a culture of accountability and ensure full compliance with USDA, state, and local health department regulations.

Service Capability: Buy American

Compliance with Buy American Provision
Healthy Lunch Box is fully aligned with Raul Yzaguirre commitment to the Buy American Provision, as outlined in 7 CFR 210.21 and Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998.

Our Commitment Includes:
- Prioritizing U.S.-Produced Goods
- All commercial food products procured for Raul Yzaguirre School Nutrition Programs are sourced to the maximum extent practicable from domestic sources.

Definition of Domestic Product
We ensure that all products meet the federal definition of a "domestic commodity or product," meaning:
- Grown and processed in the United States, and
- At least 51% of the final product is composed of U.S.-grown agricultural commodities.

Inclusion in Solicitations
The Buy American clause is included in all vendor solicitations and procurement documentation, reinforcing regulatory compliance at every stage of sourcing.

Allowable Exceptions
In rare cases where a domestic item is unavailable or prohibitively priced, exceptions are documented and approved in line with USDA guidance.

Service Capability: Team

At Healthy Lunch Box, Inc., we recognize that a successful school nutrition program starts with a strong, well-supported team. Our approach to personnel management ensures that all staff — from kitchen employees to leadership — are trained, motivated, and committed to creating a positive experience for students and school partners alike.



Recruitment & Hiring

We prioritize local hiring and seek individuals who are passionate about serving students and contributing to a school-centered culture. All candidates undergo:

- Background checks in compliance with state and federal regulations
- Reference and credential verification
- Skill screening based on the role (e.g., food safety, customer service)

Training & Certification

Every employee receives comprehensive onboarding and annual professional development, including:

- USDA/TDA program compliance
- HACCP and food safety protocols
- Civil rights and non-discrimination training
- Customer service and student interaction best practices
- Allergen awareness and special dietary accommodations

All managers and leadership staff are ServSafe-certified.

Service Capability

Local Advantage & Oversight

As a Houston-based company, Healthy Lunch Box's leadership, resources, and support systems are embedded in the same community we serve. This gives Raul Yzaguirre the advantage of:

- Local decision-making with no red tape
- Faster response times for support, training, or equipment needs
- Regular visits by senior leadership
- Deep relationships with Houston-area vendors and suppliers

Fixed Meal Prices + Equipment

Overview

Healthy Lunch Box, Inc. proposes a comprehensive, compliant, and cost-efficient food service program for Raul Yzaguirre. Our model is designed to support the district's operational goals while prioritizing student nutrition, regulatory alignment, and long-term sustainability.

Meal Type	Fixed Prices
Supper	$3.99

Innovative Approach to Healthy Options

Healthy Lunch Box is committed to developing customized, student-focused menus that not only meet but exceed USDA nutrition standards and requirements. Our student-focused, nutrition-driven menu planning approach ensures that every meal is crafted to meet the unique tastes and needs of the school community. All meals are fully USDA compliant and designed to meet or exceed NSLP and SBP guidelines. Led by our team of in-house Registered Dietitians, we emphasize scratch cooking, whole ingredients, balanced nutrition, and age-appropriate portions.

Menus are culturally inclusive and seasonal, with rotating items that reflect the diversity of the student population and incorporate fresh, locally available ingredients. Special menus are developed for holidays and celebrations to keep students engaged and excited about school meals. We offer a balanced mix of student-approved classics and new, innovative options, with a weekly rotation of fresh entrees, sides, fruits, and scratch-made items. Our planning process is feedback-driven, guided by student tastings and/or administration feedback, and supported by meaningful collaboration with parents, staff, and students. Through this dynamic and responsive approach, we help Raul Yzaguirre increase student participation and reduce food waste while supporting its broader wellness and education goals.



Allergens and Special Diets

The Healthy Lunch Box is committed to providing safe, inclusive, and nutritious meals for all students, including those with dietary restrictions and food allergies. We offer a variety of vegetarian options and can accommodate common dietary needs such as gluten-free, dairy-free, and other medically necessary diets with appropriate documentation.

Innovative Approach to Healthy Options

Ahead of the Curve: Leading with Clean, Student-Focused Nutrition

Responding to a Changing Policy Landscape
Federal and state nutrition standards are increasingly prioritizing:

- Minimally processed ingredients
- Whole, recognizable foods
- Reduced added sugars and sodium
- Elimination of artificial colors and additives

Our Commitment to Clean & Wholesome Meals

- No artificial dyes or colors
- Focus on scratch-cooked entrees made with local ingredients
- Fresh fruits, vegetables, whole grains, and lean proteins featured daily
- Menu development led by Registered Dietitians

Staying Aligned and Ahead

- Our meals already meet or exceed proposed USDA and state standards
- We help our school partners prepare for future policy changes with:
  - Transparent sourcing
  - Ingredient integrity
  - Compliance-ready documentation
- Schools that partner with Healthy Lunch Box are positioned for long-term success in student wellness and compliance.

Financial Conditions and Stability

The Healthy Lunch Box is a privately owned, financially stable company with a long-standing track record of reliability and operational excellence. For years, we have consistently delivered compliant, high-quality food service programs to our partners—including Raul Yzaguirre—with a strong commitment to fiscal responsibility and long-term sustainability.

While our financial records are confidential, we affirm that we are a financially sound organization with disciplined management practices. We are audited by Bennett Thrasher LLP, a respected public accounting firm, and maintain solid vendor relationships and a positive credit history. Credit references are available upon request.

The Healthy Lunch Box remains in good standing with the State of Texas, with all required filings, franchise tax payments, and financial obligations fully current. The company has never filed for bankruptcy or insolvency and is not involved in any legal proceedings that could impact its financial position or operations.

For questions or references, please contact:
John Lewis – Chief Financial Officer
john.lewis@thehealthylunchbox.com

BT BENNETT THRASHER

Accounting, Menu, & Reporting Systems

Technology & Compliance

- We use **Health-e Pro** software for menu planning and production records to ensure monthly and weekly compliance. We also have a Registered Dietitian on staff to support documentation and audit preparation.
- Our back-office team will handle daily, weekly or monthly meal counts, financial reporting, and meal pattern compliance, ensuring full alignment with TDA and USDA standards.

Financial Accounting: QuickBooks

We use QuickBooks for all financial tracking, budgeting, invoicing, and reconciliation. This industry-standard accounting platform allows us to:

- Maintain accurate records of revenue, expenses, and payroll
- Generate custom reports
- Support annual audits and on-demand financial review
- Ensure timeliness and accuracy in monthly invoicing

Health-e Pro

intuit quickbooks.

Accounting, Menu, & Reporting Systems

Meal Tracking & Billing: My Fundamentals

For real-time program monitoring, we use **My Fundamentals**, a powerful food service operations platform designed specifically for school nutrition programs. This system enables:

- Accurate meal tracking by campus, day, and meal type
- Real-time reporting of student meal counts
- Automated invoicing based on orders
- Full alignment with USDA and TDA claiming categories (NSLP, SBP, CACFP, etc.)
- Quick identification of variances, trends, or anomalies for corrective action

With My Fundamentals, our invoices are generated directly from verified order data, creating a fully transparent billing process and minimizing administrative burden for the District.

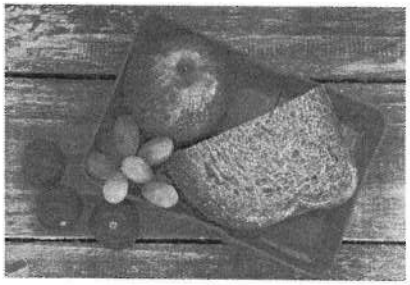
The Healthy Lunch Box is committed to accuracy, accountability, and full compliance. Our systems ensure that Raul Yzaguirre will always have access to timely, reliable, and audit-ready documentation.

MyFUNDamentals

By Visual Solutions LLC

The Healthy Lunch Box®

A Healthy Bites Collective Company



Healthy Bites Collective

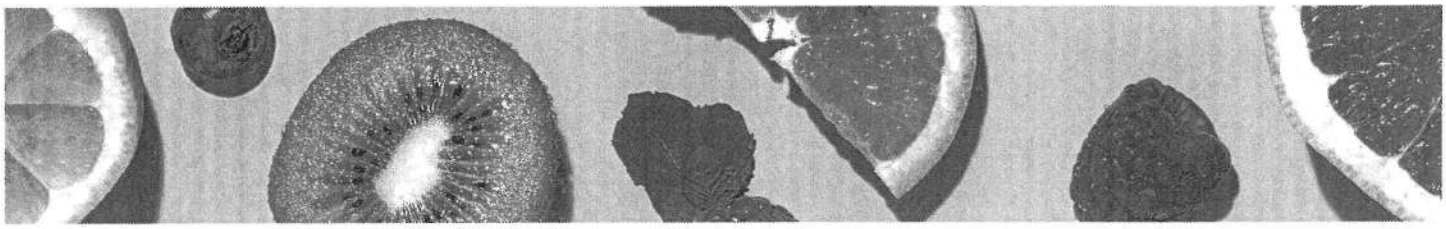
Claire Litz, RD, LD, SNS

713-922-2345

claire.litz@thehealthylunchbox.com

https:// thehealthylunchbox.com/

614 W Greens Rd
Houston, Texas 77067



Cold Supper Menu

01 **Lunch Entree** Fritos & Bean Dip **Vegetables** Baby Carrots **Fruit** Apple Crisps **Misc.** String Cheese	**02** **Lunch Entree** Bagel with Cream Cheese & Wowbutter **Vegetables** Baby Carrots **Fruit** Craisins **Misc.** String Cheese	**03** **Lunch Entree** Sunflower Seeds, Yogurt and Cheddar Crackers **Vegetables** Baby Carrots **Fruit** Red Apple	**04** **Lunch Entree** Chicken Bites & Wing Sauce **Vegetables** Baby Carrots **Fruit** Sour Watermelon Raisins	**05** **Lunch Entree** Turkey & Cheese Sandwich **Vegetables** Baby Carrots **Fruit** Orange
08 **Lunch Entree** Cheddar Dip with Salsa Sun Chips **Vegetables** Baby Carrots **Fruit** Apple Crisps	**09** **Lunch Entree** Peach Smoothie + Cinnamon Toast Crunch Cereal Bar **Vegetables** Baby Carrots **Misc.** String Cheese	**10** **Lunch Entree** Turkey Ham & Cheese Croissant Sandwich **Vegetables** Baby Carrots **Fruit** Red Apple	**11** **Lunch Entree** Belgium Waffle + Yogurt **Vegetables** Baby Carrots **Fruit** Sour Watermelon Raisins **Misc.** String Cheese	**12** **Lunch Entree** Wowbutter & Jelly Sandwich **Vegetables** Baby Carrots **Fruit** Orange
15 **Lunch Entree** Sunflower Seeds, String Cheese and Pretzels **Vegetables** Baby Carrots **Fruit** Apple Crisps	**16** **Lunch Entree** Chicken Bites with Cheddar Sun Chips **Vegetables** Baby Carrots **Fruit** Craisins	**17** **Lunch Entree** Yogurt, Smart Crackers and Cheese Stick **Vegetables** Baby Carrots **Fruit** Craisins	**18** **Lunch Entree** Parmesan Garlic Chicken Roll-Up **Vegetables** Baby Carrots **Fruit** Sour Watermelon Raisins **Misc.** String Cheese	**19** **Lunch Entree** Chicken Nuggets + Ketchup **Vegetables** Baby Carrots **Fruit** Orange
22 **Lunch Entree** Tortilla Chips & Bean Dip **Vegetables** Baby Carrots **Fruit** Apple Crisps **Misc.** String Cheese	**23** **Lunch Entree** Wowbutter & Jelly Sandwich **Vegetables** Baby Carrots **Fruit** Craisins **Misc.** String Cheese	**24** **Lunch Entree** Chicken Bites & Korean BBQ Sauce **Vegetables** Baby Carrots **Fruit** Red Apple	**25** **Lunch Entree** Turkey & Cheese Squares with WG Cheetos **Vegetables** Baby Carrots **Fruit** Sour Watermelon Raisins	**26** **Lunch Entree** Bagel with Cream Cheese & Wowbutter **Vegetables** Baby Carrots **Fruit** Orange
29 **Lunch Entree** Cheddar Cheese Nachos **Vegetables** Baby Carrots **Fruit** Apple Crisps **Misc.** String Cheese	**30** **Lunch Entree** Peach Smoothie + Cinnamon Tiger Bites **Vegetables** Baby Carrots **Misc.** String Cheese			

All K-12 Breakfast and Lunch are served with a choice of milk. Preschool and Supper meals are served with 1% white milk. Milk is not offered at snack.

This institution is an equal opportunity provider.

Complete after receive Proposals / Quotes but before contract award

Tejano Center for Community Concerns- RYSS

DETERMINATION OF COST OR PRICE ANALYSIS (REASONABLENESS)

Purpose: Federal regulations require documentation of cost analysis or price analysis for every procurement action at or above $350,000 (*see* 2 C.F.R. § 200.323). The Determination of Cost or Price Reasonableness form is used to document the analysis showing that the offered price is fair and reasonable. The form is kept as part of the procurement file to demonstrate that the procurement process was conducted in an open and fair manner and that TCCC INC-RYSS received the most advantageous price. **This form is required by the Grant Director who is responsible for grant oversight and implementation of internal controls to meet the grant requirements.**

Instructions:

1. Complete a separate Determination of Cost or Price Reasonableness form for each vendor being recommended for contract award. Complete all sections.
2. Provide a detailed discussion of your price analysis or cost analysis. A Determination of Cost or Price Reasonableness form that lacks sufficient detail cannot be approved.
3. Sign in blue ink and date the form.
4. Maintain a copy on the grant file subject to retention schedules
5. Submit completed form to the Purchasing Director prior to contract award.

An improperly completed and/or unsigned form will be returned to the Grant Director.

Prepared by: Claudia Rdz (Grant Director) **Date:** 8/10/26

Email: claudia.rodriguez@tejanocenter.org **Phone Number:**

Division: Food Service

Subject: Determination of Cost or Price Reasonableness

Good or service to be acquired: After School Dinner Services for Students

RFP #: 2526-05CR

Independent Estimate Produced before Receiving Bids or Proposals: ☑ Yes (attach supporting document(s))

Vendor: Popsico

Amount: $estimated $80,000.00

(Attach written quotation or other information that documents the estimate of cost or price reasonableness)
(As necessary include unit costs, rates, schedules, price estimates, and budgets, etc.)

I. **This expenditure is being made under one or more of the following (check those that apply and attach supporting documentation):**

- ☐ A. Sole source (as defined under TEC 44.031(j))
- ☐ B. Emergency procurement (as defined under TEC 44.031(h))
- ☐ C. Interlocal agreement or purchasing cooperative (TEC 44.031(a)(4) / Tex. Gov't Code Ch. 791; 2 C.F.R. § 200.318(e))
- ☐ D. Request for Quotations for goods or services at or above $150,000 (TCCC INC-RYSS has a procedure of procuring and securing quotes for items under $50,000 and above $2,500)
- ☐ E. Request for Proposals for goods or services at or above $150,000 (TCCC INC-RYSS has a policy of procuring goods and services valued at $50,000 or above in accordance with TEC 44.031(a))
- ☐ F. Request for Quotations or Requests for Proposals (where the solicitation is publically posted) where only one (1) quote/proposal is received
- ☐ G. Professional services (as defined under TEC 44.031(f) and/or Ch. 2254 of the Tex. Gov't Code)
- ☐ H. Price adjustment to Purchase Order No. _____ or Contract No. _____ and already procured under item A – G)
- ☐ I. Extension of an existing contract past its initial term. Contract extension is allowed under procurement method or contract. Extension must adhere to CH Local requirements for board approval and rationale is beneficial to TCCC INC-RYSS.

  _____

  _____

- ☐ J. Other condition (specify):

  _____

  _____

II. **Cost or price offered or fee negotiated is considered fair and reasonable for the following reason(s), and if applicable, is supported by attached documentation and/or a detailed discussion of the cost or price analysis *(select at least one applicable situation):***

- ☐ Comparison of previous TCCC INC-RYSS purchase order and contract prices with current proposed price, for the same or similar items. Both the validity of the comparison and the reasonableness of the previous price(s) have been established *Attach the referenced TCCC INC-RYSS purchase orders/contracts, amounts, issuance dates, and how they are similar to the current purchase.*
- ☐ Comparison with Vendor's published price lists, market prices, pricing indexes, and discount or rebate arrangements. *Attach published price list or other published pricing information used (a vendor's quotation or correspondence does not qualify as a published price list).*
- ☐ Comparison of proposed price with independent cost estimates. *Attach estimates used.*
- ☐ Comparison of proposed price with prices obtained through market research for the same or similar items. *Attach documentation of research conducted.*
- ☐ Analysis of Offeror's cost information. *Attach cost information.*
- ☐ The order is priced in accordance with existing TCCC INC-RYSS Purchase Order No. _____ and/or TCCC INC-RYSS Contract No. _____, which was competitively established.

☐ Other reason (specify):

_____

_____

CERTIFICATION:

I certify that the information provided above is true and correct to the best of my knowledge and belief. I further certify that I have determined that the costs or prices proposed are necessary, fair, and reasonable.

_____ 8/10/26

Full Name of Individual Preparing Form

_____ 8/10/26

Signature Date

APPROVED:

_____ 8/10/26

Level One: Full Name of Program Manager (Grant)

_____ 8/10/26

Signature Date

_____

*Level Two: Full Name of Leadership Executive

_____ 08/10/2026

Signature Date

_____ 8/10/26

*Level Three: Full Name of CFO

_____ 8/10/2026

Signature Date

* Items above $50,000

Complete before soliciting or advertising for Proposals / Quotes

TEJANO CENTER FOR COMMUNITY CONCERNS-RYSS
INDEPENDENT ESTIMATE DETERMINATION

Purpose: Federal regulations require documentation of cost analysis or price analysis for every procurement action at or above $350,000. As part of the analysis, the regulations require documentation of an independent estimate reached before receiving bids or proposals (*see* 2 C.F.R. § 200.323) or before receiving quotes or proposals from other governmental entities through an interlocal contract or a purchasing cooperative (*see* 2 C.F.R. § 200.318 (e)). The Independent Estimate Determination is a form used to document TCC INC-RYSS's estimated range of fair and reasonable costs for the goods and/or services to be acquired and to document the analysis **PRIOR** to seeking bids, proposals, or quotes. The form is kept as part of the procurement file along with the cost or price analysis, which is conducted after receiving proposals but before awarding a contract, to demonstrate that the procurement process was conducted in an open and fair manner and that TCC INC-RYSS received the most advantageous price.

Instructions:

1. Complete one (1) Independent Estimate Determination form **PRIOR** to either (1) advertising and receiving bids or proposals or (2) seeking quotes or proposals from other governmental entities through an interlocal contract or a purchasing cooperative, and complete all sections.
2. Provide a detailed discussion of your independent estimate and attach the required supporting information.
3. Sign in blue ink and date the form.
4. Maintain a copy in the procurement/contract file along with the cost or price analysis (as completed before contract award), subject to retention schedules.

Prepared by: Claudea Rdz **Date:** 7/1/26

Email: claudia.rodriguez@tejanocenter.org **Phone Number:** _____

Division: Food Service

Subject: Independent Estimate Determination

PART I
SCOPE AND/OR SPECIFICATIONS

Please attach documentation reflecting the Scope or Proposal/Work and/or Specifications.
The attached Scope of Proposal/Work and/or Specifications contains the following (check all that apply):

For Goods/Equipment	For Services
☐ Estimated quantity of items and/or goods required	☐ List of services/responsibilities to be performed
☐ Detailed description of each item required	☐ Detailed list of deliverables/tasks required
☐ Specifications and/or drawings for materials required	☐ Anticipated contract term and start date
☐ Date items and/or goods are required	☐ Location of project

☐ Delivery address and point of contact	☐ Specifications, drawings, and/or pictures of job site or projected results

PART II
INDEPENDENT ESTIMATE GUIDE

Below is a guide for the completion of the Independent Estimate Determination. Please attach the documents requested under "items to include with independent estimate" to this Determination.

Estimate Type	Items to Include with Independent Estimate	Where to Find Supporting Information
Goods/Equipment	1. Product needed 2. Estimated quantity 3. Unit price 4. Markups – overheads – profit 5. Desired delivery schedule 6. Warranty	1. Vendor survey/market survey 2. Current or past contracts for the same or similar product 3. Historical price and costs data
Services (other than professional services, as defined by Tex. Educ. Code § 44.031(f) and/or Tex. Gov't Code Ch. 2254)	1. Tasks you want done 2. Types of people needed 3. Positions required 4. Estimated hours by position 5. Salary/billing rates applied 6. Prevailing wage rate category applied (if applicable) 7. Profit/applied fee 8. Direct expenses 9. Completion schedule	1. Current or past contracts for similar services 2. Other departments doing similar work 3. Historical price and cost data

PART III
INDEPENDENT ESTIMATE

Please complete the following form.

This Independent Estimate is for: ☐ Goods/Equipment ☑ Services

Discussion of independent estimate before receiving bids or proposals including TCC INC-RYSS's estimated reasonable price range for the goods and/or services (attach additional explanation if necessary):

After School Program at Brockley Schools

Goods/Equipment

Source Used to Develop Independent Estimate of Goods/Equipment (check all that apply and attach supporting documentation):

- ☐ Vendor survey/market survey
- ☑ Current or past contracts for the same or similar product
- ☐ Historical price and costs data
- ☐ Other (please specify source and attach supporting documentation): _____

Pepsi Co contract was not renewed due to vendor not participating in this market.

Services

Source Used to Develop Independent Estimate of Services (check all that apply and attach supporting documentation):

- ☑ Current or past contracts for similar services
- ☐ Other departments doing similar work
- ☐ Historical price and costs data
- ☐ Other (please specify source and attach supporting documentation): _____

Pepsi Co. contract was not renewed due to vendor not participating in this market.

PART IV
ATTACHMENT CHECKLIST

The following required documentation is included as attachments to this Independent Estimate Determination (please check boxes to certify compliance with required documentation):

☐ **Scope of Proposal/Work and/or Specifications (as required by Part I).**

☐ **For goods/equipment, documentation reflecting the following (as required by Part II):**

- Product needed
- Estimated quantity
- Markups-overhead-profits
- Unit price
- Desired delivery schedule
- Warranty

☑ **For services, documentation reflecting the following (as required by Part II):**

- Tasks you want done
- Types of people needed
- Positions required
- Estimated hours by position
- Salary/billing rates applied
- Prevailing wage rate category applied
- Profit/applied fee
- Direct expenses
- Completion schedule

Pepsi Co contract.

☑ **Documentation reflecting the source used to develop the independent estimate (as required by Part III).**

☐ **If applicable, additional supporting documentation (e.g., explanation of the process and/or sources used**

or explanation of the estimate reached). Please provide a brief explanation of the additional documents:

_____

_____

PART V
CERTIFICATIONS

I certify that I developed this independent estimate prior to receiving bids or proposals as required by 2 C.F.R. § 200.323. I further certify that, to the best of my knowledge and belief, the information provided above and attached hereto is true and correct and that the independent estimate reflects a necessary, fair, and reasonable range of costs or prices for the future procurement.

_____
Full Name of Individual Preparing Form

_____ _____
Signature Date 7/1/26

APPROVED:

Claudia Rodriguez
Level One: Full Name of Program Manager (Grant)

_____ 7/1/26
Signature Date

Juan J. Santos
*Level Two: Full Name of Leadership Executive Juan Santos

_____ _____
Signature Date

_____ 7/1/26
*Level Three: Full Name of CFO

_____ _____
Signature Date

* Items above $50,000

SERVICE AGREEMENT

This Service Agreement (the ***"Agreement"***) is made and entered into as of October 27,2025, by and between **PepsiCo Foundation, Inc.,** a New York not-for-profit corporation with an office at 700 Anderson Hill Rd Purchase New York 10577 (together with its affiliates) ***("Foundation"),*** and Tejano Center for Community Concerns / RYSS PSTEM Academy ("Customer"), with a place of business at 2950 Broadway St., Houston, TX 77017 ***("Customer").*** Customer and Foundation will herein be referred individually as Party and collectively as Parties.

Whereas, Foundation through Food for Good U.S., partners with organizations to deliver meals ***("Products")*** to underserved populations in the United States and Customer desires to purchase Products from Foundation.

Now, therefore, for good and valuable consideration, the parties agree as follows:

A. **Term:** The term of this Agreement (the ***"Term")*** will begin on October 27, 2025, and continue until September 30th 2026 for the 2025-2026 school year/program year.

B. **Services:** Foundation will provide Products listed in Schedule I upon request to Customer. Customer will submit to Foundation meal orders ***("Orders")*** utilizing Foundation's prescribed forms and procedures, via email or any other digital platform authorized by Foundation. Foundation will offer the Products to Customer at the prices set forth on Schedule 1 of this Agreement. Foundation reserves the right to amend prices upon sixty (60) days notice.

C. **Noncompliance:** Customer reserves the right to inspect and determine the quality of food delivered and reject any Product which does not comply with this Agreement subject to providing adequate evidence of its grounds for rejection and adequate opportunity for Foundation to remedy.

D. **Delivery Requirements:**

1. Delivery will be made by Foundation to the mutually agreed upon sites/locations ("Locations").

2. Foundation shall be responsible for delivery of all Products substantially within the agreed upon time. If required, adequate refrigeration shall be provided upon delivery of Products to ensure the wholesomeness of food at delivery in accordance with State or local health codes.

E. **Recordkeeping:**

1. Delivery tickets must be prepared by Foundation. Designees of the Customer at the Location will check adequacy of delivery of Products and sign each delivery ticket as evidence of acceptance of the order and delivery.

2. Foundation shall maintain records (supported by delivery tickets, invoices, receipts, purchase orders, production records, or other evidence) for this Agreement that Customer will need to meet its recordkeeping responsibilities and shall submit all reasonably required reports to Customer promptly upon request by Customer.

3. The books and records of Foundation pertaining to this contract shall be available for a period of two (2) years from the date of termination or expiration of this Agreement. Provided, however, Customer must submit any and all claims for reimbursement to Foundation within 365 days after the end of the term of the Agreement.

F **Inspection of Foundation Facility:**

1. Customer shall provide notice to Foundation of its desire to inspect Foundation's facilities or Locations, and Foundation shall provide reasonable cooperation in such inspection by Customer.

2. Foundation's facilities shall be subject, as required by applicable law, to periodic inspections by State and local health departments or any other agency designated to inspect meal quality for the State.

3. Foundation shall provide for Products which it prepares to be, as required by applicable law, periodically inspected by the local health department or an independent agency to determine bacterial levels in the Products being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

G. **Payment.** Customer shall make timely payments when due. Customer acknowledges that Foundation's obligation to supply the Products to Customer is contingent upon Customer's creditworthiness. If Foundation determines that Customer poses an unacceptable credit risk to Foundation, Foundation reserves the right to either refuse to do business with Customer or impose such additional terms deemed necessary, (i.e. C.O.D)., and/or refrain from further shipments until outstanding invoices are paid, etc.

H. **Termination.** Either Party may terminate this Agreement at any time for any reason upon sixty (60) days written notice or upon the occurrence of an event of default ***("Events of Default")*** upon written notice to the defaulting party. The following shall each constitute an Event of Default:

1. Events for which there is no right to cure and this Agreement may be terminated immediately:
   - **i.** Any misrepresentation made by Customer to Foundation to induce Foundation to enter into this Agreement or in the performance of the Agreement;
   - **ii.** Customer becomes insolvent (as defined under Section 101 of the United States Bankruptcy Code, as amended from time to time) or fails to pay its debts generally as they mature;
   - **iii.** Customer's filing of a voluntary petition or the involuntary filing of a petition of bankruptcy than names Customer as debtor under the United States Bankruptcy Code; or
   - **iv.** Customer consents to the appointment of a receiver, trustee, custodian, liquidator, or other similar official, of all or substantially all of its property.
2. Events which may be terminated upon the expiration of the curing period:
   - i. Customer's failure to make any payment in full when due under this Agreement and failure to cure the default within fifteen (15) days after Foundation provides written notice of non-payment; or
   - ii. Customer's failure to timely fulfill any of Customer's other non-monetary obligations under this Agreement, which Customer fails to cure within thirty (30) days of Customer's receipt of written notice.

I. **Marketing and Communication:** Foundation requires prior review and written approval of all public/external communications and media releases relating to this Agreement and the relationship between Customer and Foundation as relates thereto. All attributions must reference Foundation as approved and directed by Foundation, and may not reference PepsiCo, Inc. or any brand or business of PepsiCo, Inc. Foundation will collaborate with Customer before making public announcements with respect to the Agreement.

J. **Tax-Exempt Status:** Customer is a tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and is not a private foundation. Customer agrees to immediately notify Foundation of any change in, or proposed or actual revocation (whether or not appealed) of, such status.

K. **Cooperation:** No material changes shall be made to Customer's planned use of Products, as reasonably agreed between Customer and Foundation, unless and until Customer (1) provides written notice to Foundation at least 30 days prior to such change and (2) receives Foundation's prior written approval for such change. Should challenges arise during the Term, the Parties agree to work collaboratively to attempt to resolve such challenges.

L. **Compliance with Laws; Compliance with Anti-Corruption Laws and Policies:** Customer has not and will not knowingly provide material support or resources for acts of violence or terrorism as defined in 18 U.S.C. section 2339A. Customer has not been and will not be party to any transaction, arrangement or relationship with a sanctioned individual or entity included on the United States Department of Treasury's Office of Foreign Asset Control Specially Designated Nationals List and is in compliance with all applicable sanctions requirements. Customer shall comply with the provisions of Appendix A (Anti-Corruption Laws and Policies). Foundation shall comply with all applicable federal requirements as contained in Exhibit A.

M. **Insurance.** Foundation shall carry general liability insurance (including theft, storm, and fire damage, general food safety and sanitation) on all Products supplied by Foundation under this Agreement that are in Foundation's custody or control regardless of location, in accordance with acceptable industry practices. The insurance carrier shall have a rating of A- or better as rated by the A.M. Best Company. Customer shall be an additional named insured covered by the insurance coverage. Coverage shall not lapse during the period of the contract.

N. **Emergencies:** In the event of unforeseen emergency circumstances, Foundation shall immediately notify Customer by telephone of the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected. Emergency circumstances at the site precluding utilization of Products are the concern of Customer. Customer may cancel orders provided it gives Foundation at least 48 hours notice or less prior to shipping if mutually agreed upon between the parties to this Agreement. Adjustments for Emergencies impacting Foundation's ability to deliver Products, or Customer's ability

to utilize Products, for periods longer than 24 hours will be mutually worked out between Foundation and Customer.

O. **Indemnification:** To the extent allowed by law, customer shall indemnify and hold harmless Foundation from any and all liability, loss, charges, costs, fees or damages Foundation may suffer as a result of claims, demands, causes of actions, in equity or at law, lawsuits, administrative actions or judgments arising out of or related to Sponsor's breach of any provision in the Agreement, including provisions of Appendix A, or Customer's negligent actions or omissions related to the Agreement.

P. **Assignment/Change in Control:** Neither Party may assign this Agreement, by contract or operation of law, in whole, in part or for collateral purposes, without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed.

Q. **Confidentiality:** Each of Foundation and Customer (in context, ***"Recipient"***) agrees to keep all terms of this Agreement and related financial information ***("Protected Information")*** confidential, will use Protected Information solely to enable it to perform its obligations hereunder, and will not disclose any information concerning this Agreement to any person or entity without the prior express written consent of the disclosing party ***("Discloser");*** provided, however, that Protected Information may be provided (i) by Recipient to those of its employees who need such information to enable Recipient to perform its obligations hereunder, (ii) by Recipient to its auditors, consultants, and advisors who agree to keep such information confidential or are otherwise bound to restrictions on disclosure, (iii) by Customer as to any prospective purchasers of all or part of its business, provided that such prospective purchasers shall have executed and delivered a confidentiality agreement in form and substance approved by Foundation, which approval shall not unreasonably be withheld or delayed, (iv) by Foundation to any Affiliate, or {v) by Foundation in enforcing Customer's payment obligations under this Agreement. Protected Information shall not include information which {x) is now or hereafter becomes part of the public domain {y) was received by Recipient from a third party under no obligation of confidentiality to Discloser, or {z) is disclosed by Discloser to a third party without restriction {other than disclosure of the terms of this Agreement). In the event that such disclosure is required by applicable law, regulation or court order, Recipient agrees if reasonably practicable, to refrain from such disclosure until such time as Discloser has received written notice with regard to any required disclosure {provided that notice of the required disclosure is not prohibited by law), and Discloser has had a reasonable opportunity to contest the basis for disclosure and review the content of any disclosure proposed to be made to any person or entity. The Foundation recognizes that customer is subject to the disclosure requirements of the Texas Public Information Act {the "PIA") and as such is required to release information in accordance with the Act. Customer must rely on advice, decisions, and opinions of the Attorney General of the State of Texas relative to the disclosure of the documents. Documents will be kept confidential in accordance with the Act and to the extent permitted by law, Foundation may designate documents as confidential, proprietary and/or trade secret. Customer will make reasonable efforts to provide Foundation notice in accordance with the Act in the event Customer receives a request for information under the Act.

R. **Entire Agreement:** The parties expressly acknowledge that {i) this Agreement {and the referenced Schedules), and (ii) any separate confidentiality agreement between the parties, contain the entire agreement of the parties with respect to the relationship specified in this Agreement and supersede any prior arrangements or understandings between the parties with respect to such relationship.

S. **Amendments:** This Agreement may only be amended by a written document signed by each of the Parties.

T. **Notices:** Any written notice called for in this Agreement may be given by personal delivery, first class mail, overnight delivery service, confirmed email or confirmed facsimile transmission. Notices given by personal delivery will be effective on delivery; by overnight service on the next business day; by first class mail five (5) business days after mailing; and by facsimile when an answer back confirming receipt by the recipient's facsimile machine is received. The address of each Party is set forth below.

U. **Governing Law:** This Agreement and the rights and obligations of the Parties hereunder, shall be construed in accordance with the laws of the State.

V. **Waiver of Right to Jury Trial:** Each party affirmatively waives its right to jury trial with respect to any disputes, claims or controversies of any kind whatsoever under this Agreement.

W. **No Agency Relationship:** This Agreement shall not be construed as establishing a general agency, employment relationship, partnership, or joint venture, and neither Party may obligate the other except as expressly provided herein.

X. **Authority; Enforceability:** Each of the signers of this Agreement agrees to the terms and conditions of this Agreement on behalf of his or her organization or business. The undersigned represents that he or she is fully authorized to sign this Agreement on behalf of the organization or business represented, and that the business entity represented is bound by this Agreement. Foundation hereby reserves the right to enforce the terms of this Agreement, including by filing suit in a court of competent jurisdiction, and Customer agrees that Foundation will have standing to bring any such suit.

Y. **Relationships:** Customer is not a party to any transaction, arrangement or relationship with any of the executive officers or directors of PepsiCo, Inc. set forth on Appendix B.

Offered by Authorized Foundation Representative

11/06/2025

Andrea Moribe (Nov 6, 2025 08:27:50 EST)

Signature and Date

Accepted by Authorized Customer Representative

10/24/2025

Signature and Date

SCHEDULE 1: Products

This Schedule lists all Products that the Foundation will deliver, which the Foundation may amend from time to time in its sole discretion pursuant to good faith in commercial dealing and subject to product availability.

30-Day Cycle Fresh CACFP Menu Example

Each serving (1 meal) of these meals meets or exceeds the following requirements for CACFP: 2oz equivalent M/MA, 1oz Whole Grain, ½ cup Vegetable, and ½ cup Fruit, 8oz fluid milk as per the USDA Food Buying Guide requirements for CACFP Lunch & Supper Meal Pattern.

To increase participation rates, in 2023/2024 school year, we have implemented surveys from students at schools and community centers for feedback on the likeness of our meals and individual components. Based on the results, we have actively improved the variety of our menus and have introduced new exciting flavors and items for the 24-25 school year.

Week 1- August 12th											
Name	Wow Butter & Grape Jelly		Twin Breaded Chicken Slider		Yogurt Parfait		Turkey & Cheese Wedge Sandwich		Pizza Sub	
Bread/Grain	WG Bread	1 oz	WG Slider Buns (2)	2 oz	WG Banana Chocolate Chip Granola	1 oz	WG Bread	1oz	WG Sub Roll	2 oz
Meat/Alt	Wow Butter	1 oz	Breaded Chicken	2 oz	Danimals Fresh Yogurt	3 oz	Sliced Turkey	1oz	Turkey Meat, seasored	1 oz
Meat/Alt	Fresh Mozzarella String Cheese	1 oz			Sunflower Seeds - Honey Roasted	1oz	Sliced Cheese	1oz	Sliced Cheese	1 oz
Condiment			Ketchup				Mustard Packet			
Fruit/Veg	Apple Crisps	.38 cup	Craisin - Watermelon	.5 cup	Fresh Apple Slices	.5 cup	Mandarin Oranges Cup	.5 cup	Buddy Fruit Applesauce	.5 cup
Fruit/Veg	Fresh Carrot Sticks	.5 cup	Orange Medley	.5 cup	Mango Splash	.5 cup	Paradise Punch	.5 cup	Orange Medley	.5 cup
Milk	1% White Milk	8oz	Fat Free Chocolate Milk	8oz	1% White Milk	8oz	Fat Free Chocolate Milk	8oz	1% White Milk	8oz
Week 2- August 19th										
Name	Breaded Chicken on Round Bun		Pepperoni & Cheese Meal Kit		Wow Butter & Strawberry Jelly		Charcuterie Kit		Turkey and Cheese on Bun	
Bread/Grain	WG Bun	1oz	WG Cheese Crackers	1 oz	WG Bread	1 oz	WG Cheez It Crackers	1 oz	WG Bun	2 oz
Meat/Alt	Breaded Chicken Patty	2oz	Pepperoni	1 oz	Wow Butter	1 oz	Beef Salami Slices	1 oz	Turkey	1 oz
Meat/Alt			Baked Cheddar Cheese	1 oz	Sunflower Seeds - Honey Roasted	1 oz	Fresh Mozzarella String Cheese	1 oz	Yellow American Cheese	1 oz
Condiment	Ketchup packet								Mustard Packet	
Fruit/Veg	Craisin - Strawberry	.5 cup	Raisins	.38 cup	Fresh Apple Slices	.5 cup	Mandarin Oranges Cup	.5 cup	Craisin - original	.5 cup
Fruit/Veg	Orange Medley	.5 cup	Fresh Carrot Sticks	.5 cup	Mango Splash	.5 cup	Orange Medley	.5 cup	Paradise Punch	.5 cup
Milk	Fat Free Chocolate Milk	8oz	1% White Milk	8oz	Fat Free Chocolate Milk	8oz	1% White Milk	8oz	Fat Free Chocolate Milk	8oz
Week 3- August 26th										
Name	Twin Breaded Chicken Slider		Turkey & Cheese Wedge Sandwich		Pizza Sub		Yogurt Parfait		Beef & Queso	
Bread/Grain	WG Slider Buns (2)	2 oz	WG Bread	1oz	WG Sub Roll	2 oz	WG Banana Chocolate Chip Granola	1 oz	WG Wheat Crackers	1oz
Meat/Alt	Breaded Chicken	2 oz	Sliced Turkey	1oz	Turkey Meat, seasored	1 oz	Danimals Fresh Yogurt	1 oz	Trails Best Beef Stick	1 oz
Meat/Alt			Sliced Cheese	1oz	Sliced Cheese	1 oz	Sunflower Seeds - Honey Roasted	1oz	Chi-Chan Queso Cup	1 oz
Condiment	Ketchup		Mustard Packet							
Fruit/Veg	Craisin - Watermelon	.5 cup	Mandarin Oranges Cup	.5 cup	Buddy Fruit Applesauce Apple	.5 cup	Fresh Apple Slices	.5 cup	Mandarin Orange Cup	.5 cup
Fruit/Veg	Orange Medley	.5 cup	Mango Splash	.5 cup	Orange Medley	.5 cup	Mango Splash	.5 cup	Fresh Carrot Sticks	.5 cup
Milk	1% White Milk	8oz	Fat Free Chocolate Milk	8oz	1% White Milk	8oz	Fat Free Chocolate Milk	8oz	1% White Milk	8oz
Week 4- September 2nd										
Name	Buffalo Chicken		Breaded Chicken on Round Bun		Pepperoni & Cheese Meal Kit		Turkey and Cheese on Bun		Charcuterie Kit	
Bread/Grain	WG Animal Crackers	1oz	WG Bun	1oz	WG Cheese Crackers	1 oz	WG Bun	2 oz	WG Cheez It Crackers	1 oz
Meat/Alt	Buffalo Chicken Meatballs	1 oz	Breaded Chicken Patty	2oz	Pepperoni	1 oz	Turkey	1 oz	Beef Salami Slices	1 oz
Meat/Alt	Amaranth Raisin/Sunflower Seed Combo	1 oz			Baked Cheddar Cheese	1 oz	Yellow American Cheese	1 oz	Fresh Mozzarella String Cheese	1 oz
Condiment			Ketchup packet				Mustard Packet			
Fruit/Veg	Fresh Apple Slices	.5 cup	Craisin - Strawberry	.5 cup	Raisins	.38 cup	Craisin - original	.5 cup	Mandarin Oranges Cup	.5 cup
Fruit/Veg	Mango Splash	.5 cup	Fresh Carrot Sticks	.5 cup	Mango Splash	.5 cup	Paradise Punch	.5 cup	Orange Medley	.5 cup
Milk	Fat Free Chocolate Milk	8 oz	1% White Milk	8oz	Fat Free Chocolate Milk	8oz	1% White Milk	8oz	Fat Free Chocolate Milk	8oz
Week 5- September 9th										
Name	Turkey & Cheese Wedge Sandwich		Wow Butter & Strawberry Jelly		Yogurt Parfait		Twin Breaded Chicken Slider		Pizza Sub	
Bread/Grain	WG Bread	1oz	WG Bread	1 oz	WG Banana Chocolate Chip Granola	1 oz	WG Slider Buns (2)	2 oz	WG Sub Roll	2 oz
Meat/Alt	Sliced Turkey	1oz	Wow Butter	1 oz	Danimals Fresh Yogurt	3 oz	Breaded Chicken	2 oz	Turkey Meat, seasored	1 oz
Meat/Alt	Sliced Cheese	1oz	Sunflower Seeds - Honey Roasted	1 oz	Sunflower Seeds - Honey Roasted	1oz			Sliced Cheese	1 oz
Condiment	Mustard Packet						Ketchup			
Fruit/Veg	Mandarin Oranges Cup	.5 cup	Fresh Apple Slices	.5 cup	Fresh Apple Slices	.5 cup	Craisin - Watermelon	.5 cup	Buddy Fruit Applesauce Apple	.5 cup
Fruit/Veg	Mango Splash	.5 cup	Paradise Punch	.5 cup	Mango Splash	.5 cup	Fresh Carrot Sticks	.5 cup	Orange Medley	.5 cup
Milk	1% White Milk	8oz	Fat Free Chocolate Milk	8oz	1% White Milk	8oz	Fat Free Chocolate Milk	8oz	1% White Milk	8oz

SCHEDULE 2 - Prices

Pricing

- $3.79 per dinner with milk for an estimated 1,000 students per day
- Foundation will invoice monthly, and payment will be rendered either immediately or net thirty (30) day terms from invoice date. If Customer fails to make payment when due, Foundation will notify Customer and if Customer fails to make payment within fifteen (15) days of such notice, then Customer will be in material breach of this Agreement and Foundation reserves all rights under law, or otherwise provided in this Agreement including but not limited to immediately holding off performance or terminating.
- Foundation reserves the right to withhold or off-set any amounts it may owe to Customer under this Agreement against all amounts Customer is obligated to pay to Foundation.
- Foundation reserves the right to enforce a liquidated damage clause, not intended as a penalty, but to be construed only to compensate Foundation for foreseeable losses incurred by Foundation as a result of breach and termination or default by Customer equal to $3.79 USD per Product.
- The below Prices for all Products sold under this Agreement are herein listed. Customer agrees to pay Foundation the below Prices for the Products throughout the Term of the Agreement unless otherwise increases by Foundation pursuant to the term of this Agree

Customer agrees that all purchases shall be subject to terms and conditions as follows:

(i) Customer shall comply with and satisfy all payment terms and conditions of Foundation. Foundation credit terms require receipt of funds in bank within thirty (30) days from the date of product delivery. If Customer elects to pay from the Foundation monthly customer statement, it is Customer's responsibility to insure receipt of funds in the bank by the 15th of the month. From time to time, as determined in the sole discretion of Foundation, in connection with the sale of goods and/or services to the Customer, Foundation retains and reserves the right to amend these terms and conditions with or without notice to Customer.

(ii) If payment is not received by the due date, the Customer shall be subject to a late payment charge of 1.5% per month (or the maximum rate allowable by state law if 1.5% per month is in excess of the maximum rate allowable by state law) on the outstanding balance until paid in full.

(iii) Customer shall promptly notify Foundation, by certified mail, of any change of ownership and/or billing information of the Customer or if the Customer files for bankruptcy.

(iv) Payment for the goods shall be made by the Customer pursuant to Foundation's policies, terms and conditions regarding payment of invoices and shall be subject to the terms of such invoices from time to time in effect. If the Customer does not comply with Foundation's payment terms and inadvertently makes deductions from amounts due, Foundation reserves the right to withhold payments otherwise due to Customer as an offset against amounts not paid by the Customer. Checks in payment for goods that are not honored by the bank upon which drawn shall be subject to a minimum of $25.00 service charge payable to Foundation.

(v) Any price or other discrepancy claim must be submitted to Foundation within 365 days of the date of the invoice in question. If the Customer makes a price or other discrepancy claim within 90 days of the invoice date, the Customer must submit a written request specifying the particular promotion, product, amount in dispute and reason for the dispute. All discrepancy claims must be addressed to: Accounts Receivable, SPA box (pepsicoffgcustomers ervice@pepsico.com) If the Customer makes a price or other discrepancy claim from 91 to 365 days after the date of invoice, in addition to the written request as specified above, the Customer must submit to Foundation a copy of the invoice in question, copies of any check remittances pursuant to the invoice in question and any additional supporting documentation, including, without limitation a copy of the deal sheet in question, if applicable. If the Customer withholds payment due to a claimed discrepancy and Foundation disputes this claim, Foundation reserves the right to withhold payments otherwise due Customer.

(vi) If Customer's account becomes past due and Foundation or its collection agency seeks to collect such past due amounts, then in addition to the amount past due and applicable late payment charges, Customer shall pay to Foundation collection costs equal to twenty-five percent of the amount past due (or the maximum rate allowable by state law if 25% is in excess of the maximum rate allowable by state law), plus any attorney's fees, repossession fees, court costs, and any other costs or fees incurred by Foundation in order to recover past due amounts owed by the Customer, together with interest at the maximum rate allowed by law.

(vii) If Customer or any of its affiliates or subsidiaries, now or in the future, owns/operates in whole or in part additional locations which purchase Foundation's goods, then the Customer agrees to comply with all the terms and conditions of this credit application for each additional location.

(viii) In the event that the credit application is executed by more than one person or entity, the term "Customer" shall be deemed to include all such persons and entities and their obligations and liabilities to Foundation in connection with the goods shall be joint and several.

(ix) Customer hereby authorizes the financial or banking institution identified in the credit application to release to Foundation credit information relating to the accounts listed. The extension by Foundation of credit to the Customer and the amount, terms and conditions of such credit will be

in the sole, absolute and exclusive discretion of Foundation. Foundation reserves the right to terminate the extension of credit to the Customer at any time with or without notice and to change any of the credit terms upon notice to the Customer. Customer acknowledges that Foundation will rely upon the representations made in the credit.

Certification by Customer of forgoing Information:

Customer hereby certifies that the foregoing Application Terms are complete, accurate and truthful and that the person signing this Agreement certifies, represents and warrants that they have full authority to sign on behalf of the Customer and bind the Customer on the foregoing terms and conditions of the Agreement.

Legal Name	JUSTIN G. FUENTES	
Authorized Signatory Name/Title		
Signature		
Date	10/24/25	
Initial	**Acknowledgment**	I acknowledge I understand that statements may be viewed and will be emailed by FFG accounts receivable team through QuickBooks and 12eQsicoffcustomerservice@gegsico.com

Appendix A
Anti-Corruption Laws and Policies

Customer shall comply with all applicable laws, rules and regulations relating to or affecting the performance of its obligations under this Agreement, including, but not limited to, the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act of 2010, and any other applicable anti-bribery or anti-corruption laws of any country within which such performance shall occur (collectively, "Anti-Corruption Laws"), as well as PepsiCo's Supplier Code of Conduct, which is available at the following website: w.: w.pep ico.com/ upplier odeofl onduct, and which may be amended from time to time by PepsiCo (the "Supplier Code of Conduct"), PepsiCo's Global Anti-Bribery Compliance Policy available at the following website: http://www.pepsico.con11About/Global-Code-Of- onduct, and which may be amended from time to time by PepsiCo (the "Anti-Bribery Policy," and together with the Supplier Code of Conduct and the Anti-Corruption Laws, the "Anti-Corruption Laws and Policies").

Customer represents, warrants and covenants that, to its knowledge, neither Customer, nor any of its directors, officers, employees, agents, subcontractors nor any other person or entity acting on its behalf, has in the past five years nor shall it in the future, make any offer, payment, or promise of gifts, money or any other thing of value to either:

(i) a Government Official[2] or

(ii) any representative of a third party

for the purpose of improperly influencing any act or decision of such person or a Government Official to act in violation of his/her lawful duty or for the purpose of securing any improper advantage or obtaining or retaining business.

If relevant Customer represents that no ownership interest in Customer, direct or indirect, is held or controlled by or for the benefit of a Government Official. Customer further represents that none of its officers, directors or employees are a Government Official. If there are any changes, Customer represents, warrants and covenants that it will immediately notify Foundation and Foundation shall be entitled to immediately terminate this Agreement in full or in part.

Customer must notify Foundation before hiring any organization, corporation, individual, sub-customer, sub-contractor, independent contractor, or other agent (each a "Sub-Customer/Sub-contractor") to perform or provide any services under this Agreement. Foundation shall have the right to conduct anticorruption due diligence on such Sub-Customers/Sub-Contractors and may object to the hire, in its sole discretion, based on the findings.

Customer shall maintain and preserve accurate financial records (including invoices and supporting documents) in accordance with all applicable law and generally accepted accounting practices for all transactions which Customer undertakes in the performance of its obligations under or in connection with this Agreement ("Financial Records").

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[2] Government Official is defined as: All government employees, including employees of regulatory agencies, departments or other public bodies such as universities; Any candidate for political office; Any political party or an official of a political party; Representatives of public international organizations; Mayors or other local city officials; Members of law enforcement; Employees of a State-Owned Enterprise; Members of royal families; Employees of public international charities

Customer shall adopt and maintain appropriate policies, procedures, and controls to ensure its full compliance with the Anti-Bribery Policy and all applicable anti-bribery laws. Customer represents and warrants that it has communicated to any subcontractors or other agents performing under this Agreement that they should have adequate policies, procedures, and controls in place to ensure that performance under this Agreement is in full compliance with all applicable anti-bribery laws.

Foundation shall have the right to examine the Financial Records together with Customer's anti-bribery compliance policies, procedures, and controls to evaluate whether Customer is complying with the Anti-Bribery Policy and Customer shall fully co-operate with Foundation for such purposes and shall enact any reasonable recommendations made by Foundation to ensure Customer's compliance with the Anti-Bribery Policy.

If Customer knows of or suspects a breach of any aspect of this Appendix A, Customer shall promptly:

(i) notify Foundation thereof; and
(ii) take all necessary measures to remediate such breach.

Customer shall, to the satisfaction of Foundation, promptly conduct a thorough investigation of the suspected breach, and ifrequested by Foundation, share the methodology and findings of such investigation with Foundation. Foundation may, at its discretion, conduct its own investigation and Customer shall cooperate fully in any such investigation or any investigation conducted by a statutorily authorized party into such breach.

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

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to Federal Rule (A) above, when Owner expends federal funds, Owner reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

Termination for Cause: Pursuant to Federal Rule (B) above, when Owner expends federal funds, Owner reserves the right to immediately terminate any contract in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation.

Termination for Non-Appropriation of Funds or for Convenience: Owner also reserves the right to terminate the contract immediately upon written notice to vendor either (i) for unavailability of funds if the Board of Trustees fails to obtain and appropriate funds for any fiscal year during the term of the contract or (ii) for convenience, with or without cause, if Owner believes in its sole discretion that it is in the best interest of Owner to do so. If the contract is terminated in accordance with the terms referenced above, Owner shall compensate Vendor for any work performed and accepted and goods accepted by Owner as of the termination date. Any award under this procurement process is not exclusive and Owner reserves the right to purchase goods and services from other vendors when it is in Owner's best interest.

(C) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Pursuant to Federal Rule (C) above, when Owner expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with

the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to Federal Rule (D) above, when Owner expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to Federal Rule (E) above, when Owner expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Owner resulting from this procurement process.

(F) **Rights to Inventions Made Under a Contract or Agreement.** Ifthe Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Pursuant to Federal Rule (F) above, when federal funds are expended by Owner, Vendor certifies that during the term of an award for all contracts by Owner resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

(G) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to Federal Rule (A) above, when Owner expends federal funds, Owner reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

Termination for Cause: Pursuant to Federal Rule (B) above, when Owner expends federal funds, Owner reserves the right to immediately terminate any contract in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation.

Termination for Non-Appropriation of Funds or for Convenience: Owner also reserves the right to terminate the contract immediately upon written notice to vendor either (i) for unavailability of funds if the Board of Trustees fails to obtain and appropriate funds for any fiscal year during the term of the contract or (ii) for convenience, with or without cause, if Owner believes in its sole discretion that it is in the best interest of Owner to do so. If the contract is terminated in accordance with the terms referenced above, Owner shall compensate Vendor for any work performed and accepted and goods accepted by Owner as of the termination date. Any award under this procurement process is not exclusive and Owner reserves the right to purchase goods and services from other vendors when it is in Owner's best interest.

(I) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Pursuant to Federal Rule (C) above, when Owner expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(J) **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with

the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to Federal Rule (D) above, when Owner expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(K) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to Federal Rule (E) above, when Owner expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Owner resulting from this procurement process.

(L) **Rights to Inventions Made Under a Contract or Agreement.** Ifthe Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Pursuant to Federal Rule (F) above, when federal funds are expended by Owner, Vendor certifies that during the term of an award for all contracts by Owner resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Owner for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333.

Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Owner has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

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

Vendor agrees that the Owner or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents

Office of the Chief Executive Officer and Superintendent of Schools
Board of Directors Meeting of October 27, 2026

BOARD ACTION ITEM

SUBJECT: **RATIFICATION OF ACCEPTANCE OF UNIDOSUS JPMORGAN CHASEHOUSING COUNSELING CONTINUITY GRANT IN THE AMOUNT OF $21,000**

BACKGROUND: This grant is intended to help build organization capacity and increase our impact. Tejano Center commits to increase overall counseling production by 10% across the full performance period, relative to the agency's baseline production as reflected in the HUD9902 data as of June 30, 2026 (HUD FY Q3 / 405 Families) Funds are private.

- **Performance Period**
  - August 1, 2026, to July 31, 2027

- **Reporting Requirements**
  - Complete Outreach Challenges & Action Plan by 9/15/2026
  - Participate in Initial Check-in January 2027
  - Quarterly Follow-up Check-in April 2027
  - Present outcomes and Lessons Learned July 2027

RECOMMENDATIONS: That the Board ratifies the grant award of $21,000 from UnidosUS.

COST: **N/A**

FUNDS TO BE USED: **Grant funds**

ATTACHMENT(S): 2026 UnidosUS JPMC Housing Continuity Grant Agreement

Submitted by: _____
Dr. Adriana Tamez
President/CEO & Superintendent of Schools
Tejano Center/RYSS Texas Public Schools

Staff Resource: Gabriela Luna, Director of Housing Programs,
Marcia Leiva, CFO

Approved by Board on: _____
Date

APPENDIX: JPMC HOUSING COUNSELING CONTINUITY GRANT AGREEMENT

I. INTRODUCTION

This Grant Agreement ("Agreement") is entered into on August 19th, 2026 ("Effective Date"), by and between **UnidosUS** ("Grantor") and **Tejano Center for Community Concerns** ("Subgrantee") (collectively, the "Parties") for participation in the JPMC Housing Counseling Continuity Grant ("Program").

This money is intended to help build your organization's capacity and increase your impact.

In recognition of UnidosUS' decision to forego HUD federal funds and general uncertainty currently facing funding streams that support housing counseling services, this grant provides flexible, supplemental funding that Subgrantees may direct toward the activities and expenses they determine will best sustain and strengthen their operations during this period.

Alongside this flexibility, the grant is intended to help reverse declining production trends across the UnidosUS Housing and Financial Empowerment network. All Subgrantees are required to pursue a production growth commitment described in Section II, and must additionally select at least one option from a menu of program enhancement activities — designed to be achievable without placing significant additional reporting burden on agency staff.

This Agreement establishes the permitted use of funds, required and selected program commitments, evaluation requirements, and compliance conditions associated with the Subgrantee's award.

II. SCOPE OF WORK

The Subgrantee may use grant funds for any reasonable and lawful expense that supports the continuity, stability, or strengthening of its housing counseling operations, including but not limited to staffing, outreach and marketing, technology and software, client support costs, and general operating expenses.

A. Required Commitment — Production Growth

All Subgrantees are required to increase overall counseling production by 10% across the full Performance Period (August 1, 2026 – July 31, 2027), relative to the agency's baseline production as reflected in the agency's most recently submitted HUD 9902 data as of **June 30, 2026** (HUD FY Q3). Production growth may be achieved through any combination of client types (e.g., rental counseling, pre-purchase counseling, or a mix), at the agency's discretion.

This commitment includes confirming the agency's baseline and corresponding 10% production target, identifying current outreach challenges and the agency's planned approach, required check-ins with UnidosUS, and a presentation of outcomes and lessons learned to the network before the end of the Performance Period. *See Section V.A, Reporting Requirements, for specific deliverables, exhibits, and due dates.*

Funding under this Agreement is not contingent on achievement of the 10% target.

B. Menu of Additional Program Enhancement Options

In addition to the required production growth commitment described above, the Subgrantee must select at least one of the following options to pursue during the Performance Period. *See Section V.B–D, Reporting Requirements, for corresponding deliverables and due dates for each option.*

Option A — ROOTED Automated Intaking App Onboarding

- Open to any Subgrantee; onboarding capacity is expected to accommodate approximately 10–15 agencies selecting this option. Onboarding will follow a first come, first served basis until onboarding capacity is reached.
- The Subgrantee commits to onboarding onto and using the ROOTED intake application, and completing a post-pilot evaluation of the app. *See Section V.B, Reporting Requirements, for deliverables and due dates.*

Option B — Risk Management Action Plan: Additional Priority Items

- Available to all agencies participating in the WF HOME Access Grant-funded Risk Management training (Round 2) and its associated 90-Day Risk Action Plan.
- The WF HOME Access Grant requires the agency to address its primary (top) priority item identified in its Risk Assessment Summary. Under this Agreement, the agency commits to also completing two (2) additional high-priority items already identified in its existing 90-Day Risk Action Plan, beyond the primary item required by the WF grant. *See Section V.C, Reporting Requirements, for the due date and verification method.*

Option C — Pre-Purchase Client Outcome Follow Up

- Review former pre-purchase counseling clients served within the past two years for whom the agency does not have a confirmed homeownership outcome, such as clients who exited the pipeline without a confirmed closing status in the UWHA Homeownership Report.
- Conduct follow-up outreach with up to twenty (20) clients to determine whether they purchased a home and, if they did not, identify the barriers or circumstances that affected their ability to move forward. Agencies that served fewer than 20 eligible clients during this period may conduct outreach with all eligible clients available.
- This outreach is intended to verify client outcomes and better understand barriers to homeownership; it does not require the agency to provide a post-purchase counseling session.
- Any closing or outcome data recovered through this process must also be updated in the agency's UWHA Homeownership Report. *See Section V.D, Reporting Requirements, for deliverables and due dates.*

In addition to the deliverables described above, the Subgrantee agrees to complete other reasonable, grant-related deliverables that arise during the Performance Period, including but not limited to participation in a program orientation or training session upon grant rollout, and submission of invoice(s) or other payment documentation as required by UnidosUS to process payment. Any additional deliverables beyond those described in this Agreement will be communicated to the Subgrantee in writing with reasonable advance notice and will not impose a material additional burden.

III. PERFORMANCE PERIOD

August 1, 2026 – July 31, 2027.

IV. COMPENSATION AND PAYMENT TERMS

A. Award Amount

Grantor awards the Subgrantee a total grant amount of **$21,000.00** under this Agreement.

B. Payment

Payment will be made in a single lump sum upon full execution of this Agreement, including selection of proposed program enhancement option(s) *under Section II.B*, and submission of a properly completed invoice by the Subgrantee. Invoices are expected to be submitted via Quickbase.

V. REPORTING REQUIREMENTS

All deliverables are completed by Subgrantees directly in Quickbase, through entry forms corresponding to Exhibits A, B, C, and D. Reporting under this Agreement is intentionally limited in scope and is not a compliance audit. This section is the authoritative source for all deliverables, exhibits, and due dates under this Agreement.

A. Production Growth Reporting (Required — All Subgrantees)

- **Due by September 15, 2026:** Complete the Outreach Challenges and Action Plan Form (Exhibit A), including baseline HUD 9902 production figure and confirmation of the corresponding 10% production target.
- **Due between January 15–31, 2027** (Initial Check-In): Participate in the required initial check-in (~15 minutes), covering progress toward the production growth commitment.
- **Due between April 15 – 30, 2027** (Quarterly Follow-Up Check-In): Participate in a brief (~15 minute) follow-up check-in, covering continued production progress. This check-in also covers progress on any option(s) selected *under Section II.B*.
- **During May–July 2027** (last three months of the Performance Period): Present outcomes and lessons learned — including baseline and current HUD 9902 figures, and whether the 10% target was achieved — during the monthly UWHA network call.

B. ROOTED Onboarding Reporting (Subgrantees Selecting Option A)

- **Due by November 30, 2026**: Complete ROOTED onboarding (within two (2) months of executing this Agreement) and begin using the app.
- **Due by July 1, 2027**: Complete the ROOTED Post-Pilot Evaluation Form (Exhibit B) in Quickbase.
- Progress on ROOTED onboarding will also be discussed during the Initial (January) and Follow-Up (April) Check-Ins described *in Section V.A.*

C. Risk Management Action Plan Reporting (Subgrantees Selecting Option B)

- **Due by January 15–31, 2027**: Progress toward the two (2) additional priority items reviewed via the agency's Quickbase Action Plan tracker. The items are not required to be completed by the time of this check-in.
- **By July 1, 2027 — Final Completion**: Both additional priority items must be reflected as completed in the Subgrantee's Quickbase Action Plan tracker. No separate submission required; status is confirmed directly through Quickbase.

D. Pre-Purchase Client Outcome Follow Up Reporting (Subgrantees Selecting Option C)

- **Due by July 1, 2027**: Complete the Pre-Purchase Client Outcome Follow Up Log (Exhibit D) in Quickbase, with entries submitted on an ongoing basis throughout the Performance Period for up to twenty (20) clients. All entries must be finalized in Quickbase no later than July 1, 2027. Recovered closing/outcome data must also be updated in the agency's UWHA Homeownership Report as entries are completed.
- Progress on this option will also be discussed during the Initial (January) and Follow-Up (April) Check-Ins described *in Section V.A.*

VI. TERMS AND CONDITIONS

A. Monitoring and Compliance

Upon UnidosUS' written request, the Subgrantee shall grant UnidosUS permission to perform an audit or review of the Subgrantee's compliance with the provisions of this Agreement and shall fully cooperate with such audits by providing access to knowledgeable personnel, physical premises, documentation, and infrastructure and application software.

Subgrantees agree to client-level file review if deemed necessary by Grantor. These files must demonstrate adherence to all documentation requirements and may be reviewed as part of the audit process.

B. Grant Restrictions

Under the provisions of Sections 501 and 4945 of the Internal Revenue Code, the Grant may not be spent on materials, activities, or staff time used to influence the outcome of any specific public election, any voter registration drive, or any other partisan activities usually restricted by other public and private funders.

C. Prohibition of Discrimination

The grant recipient shall comply with all requirements imposed by or pursuant to the regulations of Title VI of the Civil Rights Act of 1964 and shall specifically ensure that no person in the United States shall on the grounds of race, color, religion, national origin, and handicapping condition or disability be excluded from participation under any program or activity made possible by or resulting from this contract. The grant recipient shall also comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented in the Department of Labor regulations (41 CFR 60).

D. Termination of Grant Agreement for Cause

If, for any cause, the grant recipient shall fail to fulfill in a timely or proper manner its obligations under this Grant Agreement, or if the grant recipient shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, UnidosUS shall thereupon have the right to terminate this Grant Agreement by giving written notice to the grantee of such termination and specifying the effective date thereof (at least thirty days before the effective date of termination).

E. Confidential Information

For purposes of this Agreement, "Confidential Information" means all information disclosed, directly or indirectly, by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of UnidosUS includes the terms and conditions of this Agreement as well as UnidosUS' business and marketing plans, technology and technical information, product plans and designs, and business processes.

Program Reports are deemed the Confidential Information of UnidosUS.

F. Use of Outcomes in Future Grantmaking

UnidosUS may consider a Subgrantee's engagement with its required production growth commitment and selected option(s) — including good-faith effort, participation in the evaluation process, and lessons shared — as one factor among others in determining future grant eligibility, funding levels, or program opportunities (including but not limited to future Wells Fargo HOME Access Grant cycles or Homeownership Advancement Program participation). Non-achievement of a target, on its own, will not result in withholding, reduction, or repayment of funds under this Agreement.

G. Additional Terms and Conditions

The Agreement is subject to and incorporates the following terms and conditions:

1. *Grantee Expenditure of Funds.* The Subgrantee agrees to: (1) the expenditure of all Grant funds by the Maturity Date; (2) UnidosUS retains the right to monitor and conduct a review of operations under this Agreement. Such an evaluation may include site visits by UnidosUS staff to review program and financial records pertaining to Grant activity.
2. *Establishment and Maintenance of Records.* The Subgrantee agrees to maintain records of funded activities. The Subgrantee should also keep all pertinent financial records for at least five years after the Grant ends so that they are available in the event UnidosUS needs them for evaluation or auditing purposes.
3. *Documentation and Evaluation.* The Subgrantee will work with UnidosUS to provide access to qualitative and quantitative data for the evaluation of the agreement.
4. *Recognition and Acknowledgement.* In all funding credits and references related to the grant, grantor acknowledgement should be noted as UnidosUS and JPMorgan Chase. The Subgrantee shall use the "UnidosUS Affiliate" logo on all marketing material and will seek permission from UnidosUS to use the JPMorgan Chase logo on any marketing material.

5. *No Right of Assignment or Delegation.* The Subgrantee may not assign or otherwise transfer its rights or delegate any funds or its obligations under this Agreement.
6. *Noncompliance with Terms.* Any violation of the terms of this contract or accompanying documentation will result in the loss of entitlements to any other funds committed under the contract but not yet paid to the Subgrantee.
7. *Amendment.* UnidosUS and the Subgrantee may amend or modify this Agreement upon mutual written consent executed by the authorized representative.

Governing Law. This Agreement shall be governed and construed in accordance with the laws of the District of Columbia and the United States of America. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the District of Columbia and of the United States of America located in the District of Columbia for any action, suit, or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby (and you agree not to commence any action, suit, or proceeding relating thereto except in such courts), and further agree that service of any process, summons, notice, or document by U.S. registered mail to your address set forth above shall be effective service of process for any action, suit, or proceeding brought against you in any such court. You hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit, or proceeding arising out of this Agreement or the transaction contemplated hereby, in the courts of the District of Columbia or the United States of America located in the District of Columbia, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in any inconvenient forum.

VII. EXHIBITS

Exhibits A, B, C, and D are incorporated into and made part of this Agreement as reference documents describing the required content and format of each deliverable. Subgrantees will complete all Exhibits through Quickbase, where corresponding entry forms have been built to match the fields described in each Exhibit. Physical or separately submitted copies of these Exhibits are not required. Full copies of each Exhibit are attached at the end of this Agreement.

- Exhibit A — Outreach Challenges and Action Plan Form (required of all Subgrantees)
- Exhibit B — ROOTED Post-Pilot Evaluation Form (applies to Subgrantees selecting Option A)
- Exhibit C — Risk Management Action Plan: Additional Priority Items (applies to Subgrantees selecting Option B)
- Exhibit D — Pre-Purchase Client Outcome Follow Up Log (applies to Subgrantees selecting Option C)

SIGNATURES

By signing this contract UnidosUS and the sub-grantee agree to meet the terms and conditions.

Signature of Authorized Sub-Grantee Representative	Date
Printed Name and Title of Authorized Signature above	Date
Signature of Authorized UnidosUS Representative Mauricio Garcia, Senior Vice President - Programs	Date

PROGRAM ENHANCEMENT OPTION SELECTION

The Subgrantee selects the following option(s) *under Section II.B* (Subgrantee may select multiple options if they agree to the deliverables of each option):

☐ Option A — ROOTED Onboarding
☐ Option B — Risk Management Action Plan: Additional Priority Items
☐ Option C — Pre-Purchase Client Outcome Follow Up

EXHIBITS

All Exhibits (A, B, C, and D) are completed by Subgrantees directly in Quickbase and are attached to this Agreement for informational and reference purposes only; no separate physical or digital submission of these Exhibits is required or accepted.

Exhibit A: Outreach Challenges and Action Plan Form

Purpose: To help the Subgrantee identify current barriers to production and outline its approach to achieving a 10% increase in counseling production during the Performance Period. UnidosUS is confirming submission only and is not evaluating the quality or likelihood of success of the proposed approach.

Section 1: Agency Information

- Agency Name
- Submitted By (Name/Title)
- Date
- HUD 9902 Total Clients Served (Q3 FY2026, as of June 30, 2026): _____

Section 2: Outreach Challenges

Select all challenges currently affecting your agency's counseling production, or write in others not listed:

- Limited staff capacity / counselor bandwidth
- Difficulty reaching new client segments
- Referral source drop-off or inconsistency
- Marketing/outreach materials outdated or limited
- Client no-shows or disengagement after intake
- Limited outreach in additional languages
- Limited digital/online presence
- Other: _____

Section 3: Proposed Action Plan

Briefly describe your agency's approach to addressing the challenges identified above and achieving a 10% increase in production over the Performance Period. There is no required format or minimum length — write what's useful for your own planning.

- What actions do you plan to take? (open text)
- Who at your agency will be responsible? (open text, optional)

Reminder

To promote peer learning across the UWHA network, your agency will be asked to present its progress and lessons learned during a monthly UWHA network call in the final three (3) months of the Performance Period (May–July 2027). Agencies are expected to present regardless of whether the 10% production growth target was achieved.

Exhibit B: ROOTED Post-Pilot Evaluation Form (Option A)

Purpose: To capture agency-level feedback on ROOTED's usefulness, in support of pilot evaluation and future network-wide rollout decisions. This is a self-reported reflection intended for shared learning, not a compliance review.

Section 1: Agency Information

- Agency Name
- Submitted By (Name/Title)
- Date

Section 2: Onboarding Experience

- How long did onboarding take? (under 1 week / 1–2 weeks / 3–4 weeks / longer)
- How would you rate the onboarding support provided by ROOTED? (1–5 scale)

Section 3: Feature Usage

Which features did your agency actively use? (check all that apply)

- Automated intake
- Document collection
- Automated client follow-ups/reminders
- Data reporting/dashboards
- Other: _____

Section 4: Time Savings

Self-estimated average hours saved per counselor, per week:

- Case prep and file review: _____
- Reporting and administrative tasks: _____
- Session follow-ups: _____
- Appointment time efficiencies: _____

Section 5: Client Impact

- Did you notice any change in pre-purchase client engagement or drop-off? (better / same / worse / not sure)
- Did you notice any change in the number of pre-purchase clients progressing toward homeownership? (yes, describe / no change / not sure)

Section 6: Data & Reporting

- Has ROOTED improved your ability to track client outcomes and case data? (yes / somewhat / no)

Section 7: Overall Satisfaction & Continuation

- Overall, how useful was ROOTED for your agency? (1–5 scale)
- Does your agency intend to continue using ROOTED after the subsidized period ends? (yes / no / undecided)
- What would need to be true for your agency to continue post-pilot? (open text, optional)

Section 8: Lessons Learned

- What worked well?
- What was challenging?
- Any recommendations for agencies onboarding in future phases?

Exhibit C: Risk Management Action Plan — Additional Priority Items (Option B)

Purpose: To strengthen the Subgrantee's risk management practices by supporting completion of two (2) additional high-priority items already identified in its existing 90-Day Risk Action Plan and confirm progress through Quickbase.

A. Eligibility

Option B is available to all agencies participating in the Wells Fargo HOME Access Grant-funded Risk Management Training, Round 2, and its associated 90-Day Risk Action Plan.

B. Required Risk Management Activities

As a condition of the Wells Fargo HOME Access Grant, the Subgrantee must address the primary, or highest-priority, risk management item identified in its Risk Assessment Summary.

In addition to the primary priority item required under the Wells Fargo HOME Access Grant, the Subgrantee agrees to complete two (2) additional high-priority items already identified in its existing 90-Day Risk Action Plan.

Accordingly, the Subgrantee will address a total of three (3) priority items:

1. The primary priority item required under the Wells Fargo HOME Access Grant; and
2. Two (2) additional high-priority items identified in the Subgrantee's existing 90-Day Risk Action Plan.

The two (2) additional priority items must be separate from the primary priority item required under the Wells Fargo HOME Access Grant.

C. Progress Review, Reporting, and Verification

The Subgrantee must maintain current information in its Quickbase Risk Management Action Plan tracker regarding progress toward completion of the two (2) additional priority items.

January 15–31, 2027 — Progress Check-In: UnidosUS will review the Subgrantee's Quickbase Action Plan tracker and discuss progress toward completion of the two (2) additional priority items during the required check-in. The two items are not required to be completed by the time of this check-in.

By July 1, 2027 — Final Completion: Both additional priority items must be reflected as completed in the Subgrantee's Quickbase Action Plan tracker.

No separate report or submission is required. UnidosUS will review progress and verify final completion directly through the Subgrantee's Quickbase Action Plan tracker.

The requirements in this Exhibit are subject to the reporting and verification provisions included *in Section V.C, Reporting Requirements, of the Agreement.*

Exhibit D: Pre-Purchase Client Outcome Follow Up Log

Purpose: To proactively follow up with former pre-purchase counseling clients whose post-counseling outcomes are not already known through the agency's normal counseling or servicing activities. These follow-up contacts are intended to:

- *Recover missing homeownership outcomes.*
- *Document current housing stability.*
- *Improve the completeness and accuracy of agency performance data.*
- *Strengthen long-term client engagement.*

This Exhibit is completed in Quickbase; the fields below are provided for reference and will be replicated as a Quickbase entry form.

Agency Information

- Agency Name
- Submitted By (Name/Title)

Per-Client Entry (up to 20 clients)

Field	Response
Client ID	
Date of last known counseling activity	
Check-in date	
Were you able to reach the client?	Yes / No / Left message, no response
Did the client purchase a home?	Yes / No / Unsure
If no — Barriers or circumstances identified	Credit issues / Insufficient savings or down payment / Income change or job loss / Debt-to-income ratio too high / Family or personal circumstances / Client no longer interested or changed plans / Lost contact with client / Other: _____
If yes — Closing date	
If yes — Purchase price	
If yes — Loan amount	
If yes — Loan type	
Current housing stability status	Still in home / Sold or moved / Facing foreclosure or default / Renting / Unknown
Notes (optional)	

Required Data Updates: Any homeownership outcome information recovered through this follow-up process — including purchase status, closing date, purchase price, loan amount, and loan type — must be updated in:

- the agency's UWHA Homeownership Report; and
- the agency's HUD 9902 Impact Report, as applicable and consistent with HUD reporting requirements.

Housing stability information collected through this Exhibit is specific to the JPMC Supplemental Grant and is not reported in the UWHA Homeownership Report.

Office of the Chief Executive Officer and Superintendent of Schools
Board of Directors Meeting of October 27, 2026

BOARD RATIFICATION ITEM

SUBJECT: **APPROVAL OF CUMULATIVE EXPENDITURES EXCEEDING $50,000 WITH HERMIDA SERVICES FOR HOME REPAIR SERVICES ACROSS MULTIPLE PROJECTS, FOLLOWING ITS PRIOR SELECTION AS A BEST-VALUE VENDOR THROUGH RFP 26-3-JA (PREVIOUSLY RATIFIED BY THE BOARD OF DIRECTORS ON JUNE 30, 2026)**

BACKGROUND: Jose Hermida dba Hermida Services has been working with Non-Profits, including Tejano Center since 2017 conducting home repair services. It is anticipated that the accrual of various contracts with Hermida Services will exceed $50,000. Average Home Repair is $15,000, depending on project needs and available funding.

The projects are funded by the Harris County ARPA SFHR program, HUD Healthy Homes program and/or Blue Skies Home Repair program, it is anticipated that contractor payment for home rehabilitation services will exceed $50,000 for year 2026-2027.

Contractor has gone through procurement.

RECOMMENDATIONS: **That the Board accepts to continue contracting with Hermida Services for agency's Home Repair program**.

COST: **N/A**

FUNDS TO BE USED: **Multiple**

ATTACHMENT(S): Hermida Contract

Submitted by: _____
Dr. Adriana Tamez
President/CEO & Superintendent of Schools
Tejano Center/RYSS Texas Public Schools

Staff Resource: Gabriela Luna, Director of Housing Programs and Community Redevelopment
Marcia Leiva, CFO

Approved by Board on: _____
Date

Minor Construction Agreement
Between
Tejano Center and Hermida Services

This Minor Construction Agreement ("Agreement") is made and entered into as of the **14th day of September, 2026** ("Effective Date"), by and between Tejano Center for Community Concerns, a non for profit entity with its main office located at 2950 Broadway Houston Texas 77017 ("Tejano Center") and **Jose Hermida, Dba, Hermida Services,** located at **13722 McNair Street Houston, Texas 77015** ("Contractor"). Throughout this Agreement, Tejano Center and Contractor are sometimes referred to as "Parties," and either may singularly be referred to as a "Party."

WHEREAS, Contractor was selected by Tejano Center to perform **Single Family-Home Rehabilitation** Services for Project; **3618 Golf Dr, Houston, TX 77018 whose homeowner is Cecil H. Butler.**

WHEREAS, Tejano Center desires to contract with Contractor for **$52,329.00**, in the total amount of the Contract Sum (as hereinafter defined), subject to subsequent amendments by written agreement of the parties or Change Order (in accordance with Article 33 herein); and

WHEREAS, the Parties desire to set forth the terms and conditions of their Agreement herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and obligations of the Parties set forth 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 do hereby agree as follows:

1. **Agreement Documents:** This Agreement shall include the following Agreement Documents: (1) the Award, as defined in Section 1.a., below; (2) the body of this Agreement and any documents incorporated by reference herein; (3) Exhibits or other attachments attached to this Agreement; (4) Tejano Center Job/RFP No. **26_3 JA**, if any; (5) Contractor's completed Tejano Center Vendor Packet; (6) the Construction Documents, if any, as defined herein; and (7) Valid Amendments made in accordance with Article 33.

1.a. **Federal Funds Acknowledgement.** Contractor acknowledges that Tejano Center has been awarded grant funds pursuant to **ARPA Single-Family Rehabilitation Program** (the "Award"); Owner's prior approval request form for the Project, approved by Harris County Community Services Department (HCCSD) ("Harris County"), is attached hereto as Exhibit B and is incorporated by reference herein. Federal grant funds will be used to pay for all or a portion of funds due under this Agreement and Contractor acknowledges that this Agreement and the Parties shall strictly comply with the Award and all applicable flow-down, referenced, and incorporated provisions therein. *See* Exhibit C. As such, if Owner does not receive sufficient funding for the services provided in this Agreement from the Award or Harris County or if US Department of Treasury (DoT), or another entity with authority to do so terminates, in whole or in part, or decreases the Award, Owner may terminate this Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor.

2. **Definitions:** As used in this Agreement, the following terms shall have the meanings set forth below:

a) The word "furnish" shall mean "to supply and deliver to the Project Site, ready for installation."
b) The word "install" shall mean "to place in position and make ready (including without limitation establishing connections to electricity, water, and the like, as applicable) for service or use."
c) The word "provide" shall mean "to furnish and install, complete and ready for intended use."
d) The term "Architect" shall mean the architect, if any, retained by Tejano Center in connection with the Project. If an Architect is retained by Tejano Center, the Architect will have the authority to act on behalf of Tejano Center only to the extent provided in this Agreement.
e) The term "Construction Documents" means any drawings, plans, specifications, or other construction documents prepared by, or approved in writing by, Tejano Center relating to the Project, and any Valid Amendments (made in accordance with Article 33) thereto. Construction Documents do not include proposals, bids, quotes, drawings, samples, plans, and/or specifications drafted by or for Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor, unless approved in writing by Tejano Center.
f) The term "Contract Time" means the period of time allotted in this Agreement, including adjustments authorized by Tejano Center in accordance with Article 33 of this Agreement, for Substantial Completion of the Work.
g) The term "day" means a calendar day, including Saturday, Sunday, and holidays, unless otherwise specifically defined.
h) The term "Project" means **3618 Golf Dr, Houston, TX 77018 whose homeowner is Cecil Butler.**
i) The term "Project Site" means any physical location or locations where the Work is to be performed, including Tejano Center premises and any Work storage, parking, mobilization, and staging areas used to support the Work or perform any part of the Work.
j) The term "Subcontractor" means a person or entity that has a direct contract with Contractor to perform a portion of the Work. The term "Subcontractor" is referred to throughout this Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include any contractor who has a direct contract with Tejano Center (a "Separate Contractor") or any subcontractors of a Separate Contractor.
k) The term "Sub-subcontractor" means a person or entity that has a direct or indirect contract with a Subcontractor to perform a portion of the Work. The term "Sub-subcontractor" is referred to throughout this Agreement as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.
l) The term "Substantial Completion" means the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with this Agreement such that Tejano Center can occupy or utilize the Work for its intended use.
m) The term "Final Completion" means the stage in the progress of the Work when all Work has been completed in accordance with this Agreement, including without limitation those items listed by Contractor to be completed or corrected after Substantial Completion. Completion of the Work shall be considered final only upon written approval of Final Completion and acceptance of the Work by Tejano Center's designated representative.
n) The term "Valid Amendment" means those supplements, amendments, changes, or modifications to the Agreement Documents that are made in accordance with Article 33.
o) The term "Work" means the doing of all things described in, and all tasks reasonably related to or necessary, proper, or incidental to the construction, work, and services required by, this Agreement, whether completed or partially completed, and includes all other labor, materials, tools, resources, supplies, equipment, permits, insurance, transportation, supervision, management, operations, and services provided or to be provided by the Contractor to fulfill the

Contractor's obligations under Article 3, including any specific Project requirements defined or described in the Agreement Documents or the Construction Documents. The Work may constitute the whole or a part of the Project and includes all supplies, skill, supervision, transportation services, and other facilities and things necessary, proper, or incidental to the carrying out and completion of the terms of this Agreement and all other items of cost or value needed to produce, construct, and fully complete the Scope of Work.

Technical terms not defined in this Agreement shall have the meanings given in the American Institute of Architects (AIA) "Glossary of Construction Industry Terms" 1991 Edition. Technical terms not defined in the Glossary and used to describe items of Work which so applied have a well known technical or trade meaning shall be held to have such recognized meaning.

3. **Scope of Work:** Contractor agrees to perform the following Scope of Work for Tejano Center: **SEE APPENDIX A for Scope of Work and APPENDIX B for Waiver and Release of Lien** for Project **3618 Golf Dr, Houston, TX 77018.** If any terms and conditions of Contractor's proposal/quote conflict with either the terms or conditions of this Agreement or with District policy, the Agreement and District policies shall prevail; Contractor's proposal/quote reference number: **Invoice 673**

3.1 Contractor stipulates and agrees that Tejano Center has no duty to discover any design errors or omissions in any drawings, plans, specifications, or other Construction Documents and has no duty to notify Contractor of same. By entering into any agreement with an Architect, Tejano Center does not warrant the adequacy or accuracy of any drawings, plans, specifications, or other Construction Documents.

Should Contractor or its Subcontractor or Sub-subcontractor discover any discrepancy between the Construction Documents, Contractor shall promptly submit the matter to Tejano Center, which shall promptly make a determination in writing regarding such discrepancy. Any adjustment by Contractor without such prior written determination by Tejano Center shall be at Contractor's own risk and expense, and Tejano Center shall not be liable for any such adjustment made by Contractor.

4. **Contractor's Representations and Warranties:** In addition to other representations and warranties contained in this Agreement, Contractor represents and warrants the following to Tejano Center:

a) that Contractor shall perform all of the Work in a good and workmanlike manner and in accordance with the requirements of the Agreement Documents, standard industry practices, standards of the profession, and all Construction Documents;
b) that Contractor is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and to perform its obligations under this Agreement;
c) that Contractor is able to and will furnish all necessary and available resources, including the tools, materials, supplies, services (including without limitation installation services), equipment, labor, and warranties required to timely complete the Work and to perform its obligations hereunder;
d) that Contractor has, and acknowledges that Tejano Center is relying on Contractor's representation that it has, sufficient experience and competence to perform the Work;
e) that Contractor is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public, and quasi-public authorities having jurisdiction over Contractor, the Work, or the Project Site;
f) that the execution of this Agreement and Contractor's performance hereunder are within Contractor's duly authorized powers;
g) that the execution of this Agreement by Contractor is a representation that Contractor has visited the Project Site, become familiar with local conditions under which the Work is to be

performed, and correlated personal observations with the requirements of the Construction Documents. Contractor shall not be entitled to additional compensation for any additional work caused by its failure to carefully study or compare the Construction Documents prior to execution of the Work;

h) that materials and equipment furnished under this Agreement will be of good quality and new unless the Construction Documents require or permit otherwise. Contractor further warrants, for the maximum period allowed by law, that the Work will conform to the requirements of this Agreement and will be free from defects in equipment, material or design furnished, or workmanship performed by Contractor or any of its Subcontractors or suppliers at any tier, except for those defects inherent in the quality of the Work as required or permitted by the Construction Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Tejano Center or Tejano Center's consultants, including any Architect Tejano Center may retain for the Project, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment;

i) that materials and labor furnished under this Agreement are warranted in accordance with the warranty provisions contained in the Agreement Documents, or longer as provided by law or the manufacturer/supplier of materials, during which time the Contractor will repair or replace any defective or non-conforming, materials, labor, or Work at its sole expense. Further, Contractor shall remedy, at Contractor's sole expense, any damage to Tejano Center's real or personal property when that damage is the result of Contractor's failure to conform to the requirements of this Agreement or any defect of equipment, material, workmanship, or design furnished by Contractor or any of its Subcontractors or suppliers at any tier. Nothing in the Agreement Documents shall be interpreted as limiting any express or implied warranties. Any conditions or limitations of warranty or liability contained in any proposal provided by Contractor to Tejano Center are not included in, and are hereby expressly excluded from, this Agreement, unless such conditions or limitations are restated in the main body of this Agreement.

j) that the services of any Subcontractors or any Sub-subcontractors will conform to the representations and warranties set forth above;

k) that with respect to all warranties, expressed or implied, from Subcontractors, Sub-subcontractors, manufacturers, or suppliers for Work performed and materials furnished for the Scope of Work of this Agreement, Contractor shall obtain all such warranties, require all such warranties to be executed, in writing, for the benefit of Tejano Center, and enforce all such warranties for the benefit of Tejano Center; and

l) that Contractor will replace, repair, or re-perform Work at its sole expense until the Work meets the warranties set out above.

This warranty shall not limit Tejano Center's rights under this Agreement and/or applicable law with respect to latent defects, gross mistakes, breach of contract or fraud.

5. **Supervision and Construction Procedures:**

5.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for, and shall have control over, all construction means, methods, techniques, sequences, and procedures for the Work under this Agreement, as well as the coordination of all portions of the Work under this Agreement, unless otherwise stated in this Agreement. Contractor agrees to use commercially reasonable best efforts, skill, judgment, and abilities to perform the Work detailed in the Scope of Work in an expeditious and timely manner. Contractor shall at all times provide a sufficient number of qualified, skilled personnel, who shall be supervised by Contractor, to accomplish the Work

within the time limits set forth in the Agreement Documents.

5.2 Contractor shall fully document its Project activities, in drawings, reports or other methods as appropriate to the Scope of Work and as identified in this Agreement. Pursuant to applicable laws, Contractor shall retain, and shall contractually require each Subcontractor at every tier to retain, all data, books, documents and other records ("records") relating to this Agreement for a period of five (5) years after the end of the Term of this Agreement. This includes all books and other evidence bearing on Contractor's costs and expenses under this Agreement. All records shall be subject to inspection and audit by Tejano Center at reasonable times, without cost to Tejano Center. Upon request, Contractor shall produce the original of any or all such records. If approved by Tejano Center, photographs, microphotographs, or any authentic reproductions may be maintained instead of original records and documents. If an audit or a compliance review has been announced, Contractor shall retain its records and accounts until such audit or compliance review has been completed.

5.3 Contractor shall be responsible to Tejano Center for acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, Contractor or any of its Subcontractors. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others.

5.4 In accordance with Texas Business and Commerce Code § 116.0001, as soon as practicable after beginning construction of the Project, Contractor shall visibly post the following information at the entrance to the construction site: (1) the name and contact information of the Contractor; and (2) a brief description of the Project.

6. **Labor and Materials:**

6.1 Unless otherwise provided in this Agreement, Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. All equipment, material, and articles incorporated in the Work covered by this Agreement shall be new and of the most suitable grade for the purpose intended. Contractor shall be responsible for any required testing of materials prior to incorporation into the Work.

6.2 Contractor may make substitutions in the Work only with the written consent of Tejano Center, after evaluation by Tejano Center and its consultant(s) and in accordance with a Change Order pursuant to Article 33.

7. **Contractor's Employees and Subcontractors:**

7.1 Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

7.2 Contractor shall comply with, and shall ensure each Subcontractor and Sub-subcontractor complies with, all applicable laws regarding prevailing wage rates, including, but not limited to, Chapter 2258 of the Texas Government Code and any applicable related federal requirements. Contractor and all Subcontractors and Sub-subcontractors shall pay all workers not less than the general prevailing rate of the per diem wages for work of a similar character where the Project is located, plus any applicable fringe benefits. Contractor shall pay not less than the wage scale of the various classes of labor as detailed in the prevailing wage schedule detailed **in Exhibit A ("Prevailing Wage Rates"),** which is attached hereto and

incorporated herein. The Project **DOES** involve federal funds. Wages listed are minimum rates only. Contractor and Contractor's Subcontractors and Sub-subcontractors shall comply with all state and federal laws including, but not limited to, workers' compensation laws, laws of labor, minimum and maximum salary and wage statutes and regulations, safety, prompt payment and licensing laws and regulations, and equal employment opportunity.

7.3 If applicable, Contractor shall comply with, and shall require its Subcontractors to comply with, the criminal history provisions of Chapter 22 of the Texas Education Code and Title 19, Texas Administrative Code Chapter 153. The form of certification that Contractor has complied with the statutory requirements shall be supplied by Tejano Center upon request and must be supplemented by Contractor and any Subcontractors as required by law or as requested by Tejano Center. If Contractor does not qualify for access to fingerprint criminal history under applicable law, Contractor shall ensure that all necessary information and documentation is submitted to Tejano Center or other entities, as directed by Tejano Center, so that Tejano Center may obtain covered employees' criminal history record information.

8. **Construction by Tejano Center or by Separate Contractors:**

8.1 Tejano Center reserves the right to perform construction or operations related to the Project with Tejano Center's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Project Site. Tejano Center may award or enter into other contracts in its sole discretion; nothing in this Agreement may be construed to imply that Contractor has the exclusive right to provide services to Tejano Center.

8.2 Tejano Center shall provide for coordination of the activities of Tejano Center's own forces and of each Separate Contractor with the Work of Contractor, and Contractor shall cooperate with them. Contractor shall not commit or permit any act that interferes with the performance of work by any other contractor or by Tejano Center's employees. Contractor shall participate with other Separate Contractors and Tejano Center in reviewing all construction schedules, and Contractor shall make any revisions to its Construction Schedule (as hereinafter defined) deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by Contractor, Separate Contractors, and Tejano Center until subsequently revised. Contractor shall reimburse Tejano Center for costs Tejano Center incurs that are payable to a Separate Contractor because of Contractor's (or its Subcontractor's or Sub-subcontractor's) delays, improperly timed activities, failure to adjust its Construction Schedule as required above, or defective work.

9. **Clean-up:** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, Contractor shall remove waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Upon completion of the Work, Contractor shall provide final clean-up of all surfaces, including, without limitation, cleaning all surfaces, removing any adhesives and stickers, removing all trash and debris, and the like. If Contractor fails to clean up as provided in this Agreement, Tejano Center may clean up, and Tejano Center shall be entitled to reimbursement from Contractor for all expenses associated with such clean up.

10. **Access to the Work:** Tejano Center is not required to make any inspections to check the quality or quantity of the Work. However, Contractor shall provide Tejano Center and Tejano Center's consultants, including but not limited to any Architect retained by Tejano Center, access to the Work in preparation and progress wherever located. Neither the exercise of such access rights by Tejano Center or its consultants, nor the failure on the part of Tejano Center or its consultants to discover or reject non-conforming Work, shall be deemed an acceptance of such non-conforming Work or a waiver of any rights under this Agreement by Tejano Center.

11. **Contract Sum:** In exchange for Contractor's complete performance of its obligations under this Agreement, Tejano Center shall pay to Contractor the total sum of **FIFTY-TWO THOUSAND THREE HUNDRED TWENTY-NINE** dollars and **ZERO** cents **($52,329.00)** (the "Contract Sum"), subject to subsequent amendments by written agreement of the parties or Change Order (in accordance with Article 33 herein). The Contract Sum is the total amount payable by Tejano Center to Contractor for performance of the Work under this Agreement. The Contract Sum represents the maximum aggregate contract expenditure by Tejano Center for this Agreement; in no event shall payments by Tejano Center under this Agreement exceed the Contract Sum. Tejano Center is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor.

The Term of this Agreement is a commitment of Tejano Center current revenue only. Every payment obligation of Tejano Center under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. Notwithstanding anything to the contrary in this Agreement, Tejano Center is obligated to make payments only as approved each year by Tejano Center's Board of Trustees. Tejano Center's Board of Trustees retains the right to terminate the Agreement at the expiration of each budget period of Tejano Center. Contractor acknowledges that performance by Tejano Center under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by Tejano Center's Board of Trustees. As such, if the Legislature fails to appropriate or allot the necessary funds, or if the Board fails to allocate the necessary funds, then Tejano Center shall issue written notice to Contractor and Tejano Center may, in its sole discretion, terminate or reduce the Scope of Work to be provided under this Agreement without penalty or further duty or obligation to Contractor, at any time upon written notice to Contractor. In the event of termination of this Agreement under this provision, Tejano Center shall pay Contractor for goods and/or services accepted by Tejano Center prior to the effective date of termination. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Tejano Center. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by Tejano Center at the end of the period for which funds are available.

In addition, renewal of this Agreement or continuation beyond the current Tejano Center fiscal year, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on Tejano Center by this Agreement, Tejano Center shall have the right to terminate this Agreement without default or liability to Contractor resulting from such termination, effective as of the expiration of each budget period of Tejano Center or the end of any fiscal year of Tejano Center, if it is determined by Tejano Center, in Tejano Center's sole discretion, that there are insufficient funds to extend this Agreement.

12. **Progress Payments and Contractor's Statements:**

12.1 Contractor will furnish Tejano Center an itemized, detailed, written statement of completed portions of the Work and request payment therefore ("Statement"). Such Statement shall be accompanied by a schedule of values showing progress of the Work and shall be supported by data substantiating Contractor's right to payment as Tejano Center may require, including, without limitation, copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in this Agreement.

12.2 Tejano Center's payment to Contractor of the unpaid and undisputed portion of the Contract Sum due to Contractor shall be made no later than forty-five (45) days after Final Completion of the Work, upon Contractor's presentation of Contractor's Statement in an amount not to exceed the Contract Sum, unless subsequently amended by written agreement of the parties or Change Order, in accordance with Article 33. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025.

Tejano Center shall notify Contractor of an error or disputed amount in an invoice submitted for payment by Contractor no later than the 21st day after the date Tejano Center receives the invoice and shall include in such notice a detailed statement of the amount of the invoice that is disputed, in accordance with Texas Government Code Section 2251.042(a). If Work or any portion thereof has not met the satisfactory approval of Tejano Center's designated representative, current and future payments shall not be made until both Parties agree that the Work or the portion thereof has been completed in a satisfactory manner or the Work is acceptable; notwithstanding the foregoing, Tejano Center may withhold from payments required no more than 110% of the disputed amount. Notwithstanding any provision herein to the contrary, no payment of amounts owed hereunder shall be considered past due or not paid when due except in accordance with Section 2251.021 of the Texas Government Code.

Final payment shall be conditioned upon Contractor's completion of all punch list work, Contractor's submission of all required close-out documents, and Tejano Center's receipt of final lien releases from Contractor, its Subcontractors, Sub-subcontractors, and suppliers (conditioned only upon receipt of final payment) in the form required by Texas Property Code Chapter 53.

12.3 At Tejano Center's sole election, Tejano Center may make monthly progress payments to Contractor of unpaid and undisputed amounts due to Contractor within forty-five (45) days of Tejano Center's receipt of Contractor's Statement.

12.4 Contractor warrants that title to all Work covered by a Statement will pass to Tejano Center no later than the time of payment. Contractor further warrants that, upon submittal of a Statement, all Work submitted on a previous Statement and payments received from Tejano Center shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of any liens, claims, security interests, or encumbrances in favor of Contractor, Subcontractors, Sub-subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, or equipment relating to the Work.

12.5 Neither a progress payment nor partial or entire use or occupancy of the Project by Tejano Center shall constitute acceptance of Work not in accordance with this Agreement.

13. **Retainage:** Tejano Center shall withhold from payment(s) to Contractor a retainage as follows: if the Agreement is valued at less than $5 million, Tejano Center shall retain ten percent (10%); if the Agreement is valued at $5 million or more, Tejano Center shall retain five percent (5%). The retainage shall be paid to Contractor upon Final Completion of the Work. Completion of the Work shall be considered final upon written approval by Tejano Center's designated representative, as further detailed in Article 23.

Per Tex. Gov't Code Section 2252.032(f), on application to Tejano Center for final payment and release of retainage, Tejano Center may withhold retainage if there is a bona fide dispute between Tejano Center and Contractor and the reason for the dispute is that labor, services, or materials provided by the Contractor, or by a person under the direction or control of the Contractor, failed to comply with the express terms of the Agreement, or if the surety on any outstanding surety bond executed for the Agreement does not agree to the release of retainage. Tejano Center shall provide to Contractor written notice of the basis on which Tejano Center is withholding retainage under this Article.

14. **Taxes:** Tejano Center is tax exempt, and Contractor shall avail itself of all tax exemptions applicable to Contractor's Work or expenses. Tejano Center shall provide a tax exemption certificate to Contractor upon Contractor's request. Tejano Center shall not be liable for any taxes resulting from this Agreement, except where otherwise required by law.

A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any franchise taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

15. **Permits, Fees, Notices, and Compliance with Laws**

15.1 Unless otherwise provided in Agreement, after execution of this Agreement, Contractor shall secure and pay for any building permits as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured and legally required at the time this Agreement is executed.

15.2 Contractor shall comply with, and takes full responsibility for complying with, safety rules, guidelines, standards, regulations, and requirements promulgated by the Occupational Safety and Health Administration (OSHA) applicable to the Project. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Contractor shall indemnify Tejano Center for fines, penalties, and corrective measures that result from the acts of commission or omission of Contractor, its Subcontractors or Sub-subcontractors, agents, employees, or assigns, or from any of their failure to comply with such safety rules and regulations.

15.3 Contractor acknowledges that Tejano Center is subject to the Texas Public Information Act, and Contractor waives any claim against and releases from liability Tejano Center, its trustees, officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by Contractor or Tejano Center and determined by Tejano Center, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

In addition, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement, and the Contractor agrees that this Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. The requirements of that subchapter include, without limitation, the preservation of all contracting information (including, but not limited to, records, communications, and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance); the provision to Tejano Center, upon its request, of all contracting information; and, upon completion of this Agreement, the provision to Tejano Center of all contracting information in Contractor's possession, or preservation of the contracting information as provided by the records retention requirements applicable to Tejano Center.

16. **Intellectual Property:** Contractor shall pay all royalties and license fees. Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold Tejano Center harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by Construction Documents, or where the copyright violations are contained in Construction Documents or other documents prepared by Tejano Center. However, if Contractor (1) has reason to believe that any required design, process, or product is an infringement of a copyright or a patent and fails to promptly furnish such information to Tejano Center, or (2) should reasonably have known that any required design, process, or product is an infringement of a copyright or a patent, then Contractor shall be responsible for all resulting defenses and losses.

16.1 Contractor shall treat any information supplied by Tejano Center or information pertaining to Tejano Center as confidential and shall not disclose any such information to others except as necessary

for the performance of this Agreement, as authorized by Tejano Center in writing, or when required by law.

17. **Construction Schedule:** Contractor has prepared and submitted a contractor's construction schedule for the Work, which is attached hereto and incorporated herein as Exhibit B ("Construction Schedule"). Contractor shall perform the Work in general accordance with the Construction Schedule. The Construction Schedule shall be related to the entire Project, to the extent required by the Construction Documents, and shall provide for expeditious and practicable execution of the Work. The Construction Schedule shall be revised in accordance with Article 33 at appropriate intervals, as required by the conditions of the Work and Project. Contractor shall submit to Tejano Center updated Construction Schedule(s) as necessary to reflect appropriate schedule revisions and shall take whatever action is necessary and within Contractor's control to assure that the Project completion schedule is met.

18. **Professional Services:** Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Construction Documents for a portion of the Work or unless Contractor needs to provide such services in order to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Construction Documents, Tejano Center and Tejano Center's Architect, if any, will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other documents prepared by such professional. Tejano Center shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals, provided Tejano Center has specified to Contractor all performance and design criteria that such services must satisfy.

19. **Priority of Documents:** In the event of a conflict between or among the Agreement Documents, the following hierarchy ("Agreement Hierarchy") shall prevail: (1) the body of this Agreement (including Valid Amendments thereto, if any, made in accordance with Article 33 of this Agreement); (2) any documents incorporated by reference within this Agreement; (3) Exhibits or other attachments attached to this Agreement (including Valid Amendments thereto, if any, made in accordance with Article 33 of this Agreement); (4) Contractor's completed Tejano Center Vendor Packet; (5) the Construction Documents, if any (including Valid Amendments thereto, if any, made in accordance with Article 33 of this Agreement); and (6) Tejano Center Job/RFP No. **26_3 JA** if any. Contractor's completed Tejano Center certifications are fully incorporated herein for any and all purposes.

The following documents are not included within the Agreement Documents or the Construction Documents: proposals, bids, quotes, drawings, samples, plans, specifications, and/or other document or record drafted by or for Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor; any Change Order not in accordance with Article 33 of this Agreement; any Contractor's work ticket, invoice, statement, purchase order, or published rate schedule; any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Contractor after the Effective Date of this Agreement; and any other type of memoranda between Tejano Center and Contractor pertaining to the subject matter in this Agreement (collectively, "Non-Tejano Center Documents"). In no event shall the terms of Non-Tejano Center Documents take priority over the terms of the documents listed in the Agreement Hierarchy. In the case of an inconsistency between the terms of any document listed in the Agreement Hierarchy and the terms of the Non-Tejano Center Documents, which inconsistency is not clarified by a Valid Amendment, Contractor is deemed to have included the better quality and/or greater quantity of Work in the Contract Sum.

Nothing in this Article prohibits Valid Amendments to be made in accordance with Article 33.

20. **Tejano Center's Right to Stop the Work and Right to Carry Out the Work:**

20.1 Tejano Center may temporarily stop the Work, at any time, for Tejano Center's convenience and without cause, for a period not to exceed two (2) weeks, upon three (3) days' written notice to Contractor. The Work may be temporarily stopped for a period longer than two (2) weeks by a Valid Amendment in accordance with Article 33. If the Work is temporarily stopped at Tejano Center's request, the Contract Time shall be adjusted accordingly in accordance with Article 33.

20.2 If Contractor fails to correct Work that is not in accordance with the requirements of this Agreement or repeatedly fails to carry out Work in accordance with this Agreement, Tejano Center may issue a written order to Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of Tejano Center to stop the Work shall not give rise to a duty on the part of Tejano Center to exercise this right for the benefit of Contractor or any other person or entity, except as may otherwise be provided in this Agreement.

20.3 If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails, within a ten-day period after receipt of written notice from Tejano Center, to commence and continue correction of such default or neglect with diligence and promptness, Tejano Center may, without prejudice to other remedies Tejano Center may have (including, but not limited to, termination of this Agreement), correct such deficiencies. In such case, an appropriate Change Order shall be issued, in accordance with Article 33, deducting from payments then or thereafter due Contractor the reasonable cost of correcting such deficiencies, including Tejano Center's expenses and compensation for additional services, if any, by Tejano Center's consultants, including but not limited to the services of an Architect retained by Tejano Center, made necessary by such Contractor default, neglect, or failure. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to Tejano Center.

21. **Tejano Center's Right to Occupy**: Tejano Center and Contractor agree that Tejano Center may occupy and/or use, without prejudice to the right of either Party, any completed or largely completed portions of the Project, notwithstanding the time for completing the entire Work or such portions may not have expired. Such beneficial occupancy and use shall not constitute Substantial Completion or Tejano Center's acceptance of any Work not in accordance with this Agreement.

22. **Date of Commencement:** The date of commencement of the Work is **September 21, 2026.** Contractor shall not knowingly, except by agreement or instruction of Tejano Center in writing in accordance with Article 33, prematurely commence operations on the Project Site or elsewhere prior to either of the following: (1) the date of commencement of the Work, or (2) the effective date of insurance required to be furnished by Contractor pursuant to Article 26 of this Agreement. The date of commencement of the Work shall not be changed by the effective date of such insurance.

23. **Date of Substantial Completion: October 09, 2026, The Date of Final Completion is fifteen (15) days after Substantial Completion.**

23.1 Time limits stated in this Agreement are of the essence of this Agreement. By executing this Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time and Final Completion within thirty (15) days thereafter. If Contractor falls behind the schedule detailed in this Agreement, Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Tejano Center. Without additional cost to Tejano Center, Tejano Center may require Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction equipment, and to submit for approval any supplementary

schedule or schedules as Tejano Center deems necessary to demonstrate how the approved rate of progress will be regained.

23.2 Tejano Center and Contractor agree that Contractor's failure to meet the deadlines established in this Agreement will cause damage to Tejano Center, but such damage is difficult to establish. It is therefore expressly agreed, as a part of the consideration inducing Tejano Center to execute this Agreement, that Contractor's failure to achieve Substantial Completion and Final Completion by the agreed dates shall result in liquidated damages in the amount of $50 per day for each and every day after the date on which Substantial Completion or Final Completion was set to occur until Substantial Completion and Final Completion are achieved. Contractor agrees that Tejano Center may deduct liquidated damages from the final payment made to Contractor or from any compensation otherwise owed to Contractor. It is expressly understood that payment of liquidated damages in the amount of $50 per day is agreed upon by the Parties as a fair estimate of the pecuniary damages which will be sustained by Tejano Center in the event that the Work is not substantially completed or finally completed within the agreed times, or within the legally extended times, if any, otherwise provided herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damage being caused by additional compensation to personnel, for loss of interest on money and other miscellaneous increased costs, all of which are difficult of exact ascertainment. Liquidated damages shall be in addition to, and not in lieu of, any other rights or remedies Tejano Center may have against Contractor for failure to timely achieve Substantial Completion and Final Completion of the Work.

23.2.1 In addition to all other rights and remedies that Tejano Center may have, Tejano Center shall have the right to setoff, against any and all amounts due to Contractor by Tejano Center, whether due under this Agreement or any other agreement between Tejano Center (including any division of Tejano Center) and Contractor, any sums to which Tejano Center is entitled under this Agreement, as determined by Tejano Center in its sole discretion, including, without limitation, sums due by Contractor to Tejano Center as a result of indemnification obligations and/or warranty claims.

23.3 When Contractor considers that the Work, or a portion thereof which Tejano Center agrees to accept separately, is substantially complete, Contractor shall prepare and submit to Tejano Center a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of Contractor to complete all Work in accordance with this Agreement.

23.4 When Contractor considers that the Work is finally complete, Contractor shall prepare and submit to Tejano Center written notice that the Contractor finds the Work to be finally complete. Completion of the Work shall be considered final only upon written approval of Final Completion and acceptance of the Work by Tejano Center's designated representative. Contractor shall, without charge, replace or correct Work found by Tejano Center not to conform to the requirements of this Agreement, unless Tejano Center consents, in writing, to accept the Work with an appropriate adjustment in the Contract Sum. Contractor shall promptly segregate and remove rejected material from the Project Site, if required by Tejano Center. Tejano Center's approval or acceptance of Contractor's Work shall not release Contractor from any liability for any defects in the Work. Final payment of the Contract Sum, constituting the unpaid balance of the Contract Sum, shall not be paid until the Work has been finally completed and accepted by Tejano Center's designated representative, in writing. Final payment shall be paid by Tejano Center to Contractor within forty-five (45) days of Tejano Center's approval of Final Completion and acceptance of the Work.

23.5 If Tejano Center disputes a portion of any payment due to Contractor under this Agreement, Tejano Center may withhold any such disputed amounts, without interest, for a period of thirty (30) days after such payment would otherwise have been due to Contractor, as long as Tejano Center makes a

reasonable attempt to resolve the dispute with Contractor. If, after such thirty (30) day withholding period, Tejano Center continues to dispute any portion of the payment, Tejano Center may continue to withhold any such disputed amount until the dispute is resolved, except that, if Tejano Center is found to have wrongfully withheld such disputed amount, Contractor shall be entitled to interest on the wrongfully withheld amount from the original date that payment of such amount was due to Contractor until the date Tejano Center pays such amount to Contractor in full. The interest rate under this section may not exceed the Judgment Rate published by the Texas Office of Consumer Credit Commissioner, effective as of the original date that payment of such amount was due to Contractor.

23.6 If, within one (1) year after the date of Final Completion of the Work, any of the Work is found to be not in accordance with the requirements of this Agreement, Contractor shall correct it, at Contractor's sole cost and expense, promptly upon receipt of written notice from Tejano Center to do so. Tejano Center shall give such notice promptly after discovery of the nonconformance. If Contractor fails to correct nonconforming Work within a reasonable time after receipt of notice from Tejano Center, Tejano Center may correct it in accordance with Article 20. Nothing contained in this Article 23.6 shall be construed to establish a period of limitation with respect to other obligations Contractor has under this Agreement. Establishment of the one-year period for correction of Work as described herein relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with this Agreement may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

24. **Tejano Center's Right to Terminate:** This Agreement may be terminated by Tejano Center, with or without cause, upon written notice to Contractor. On the effective date of termination, as stated by Tejano Center in its notice, Contractor shall immediately: (1) cease Work after taking all actions necessary, or as directed by Tejano Center, for protection and preservation of the Work already performed and of the property related to this Agreement that is in the possession of Contractor and in which Tejano Center has or may acquire an interest; (2) place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete any Work not terminated by Tejano Center; (3) assign to Tejano Center, as directed by Tejano Center, all right, title, and interest of Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Tejano Center shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Tejano Center, Contractor shall settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this Article; (4) as directed by Tejano Center, transfer title and deliver to Tejano Center the fabricated or un-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, as well as the other property that, if the Work had been completed, would be required to be furnished to Tejano Center; and (5) complete performance of the Work not terminated by Tejano Center, if any. Contractor shall be entitled to payment for all Work performed and accepted by Tejano Center up to the effective date of termination and shall provide Tejano Center with a pro-rata refund for any goods or services paid for but not yet provided or accepted as of the effective date of termination. Termination of this Agreement under any circumstances whatsoever shall not affect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred, and such termination by Tejano Center shall not limit any other right or remedy available to Tejano Center at law or in equity.

25. **Payment and Performance Bonds:** If required under applicable law, Contractor, at its own expense, shall furnish Tejano Center: (1) a Performance Bond for contract amounts over $100,000.00 in an amount equal to One Hundred Percent (100%) of the Contract Sum as security for the faithful performance of this Agreement and (2) a Labor and Material Payment Bond for contract amounts over $25,000.00 in an amount not less than One Hundred Percent (100%) of the Contract Sum as security for the payment of all

persons performing labor on the project under this Agreement and furnishing materials in connection with this Agreement. The Performance Bond and the Labor and Material Payment Bond shall be delivered to Tejano Center not later than the date of execution of this Agreement, and the Work shall not be started until the bonds and issuing companies have been accepted as satisfactory in writing by Tejano Center.

The Performance Bond must satisfy the requirements of Chapter 2253 of the Texas Government Code. The Labor and Material Payment Bond must satisfy the requirements of Subchapter I, Chapter 53 of the Texas Property Code. The bonds must be executed by a corporate surety authorized to do business in Texas and licensed in Texas to issue surety bonds, and must be executed by a surety company that is authorized and admitted to write surety bonds in Texas. Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. The bonds shall be in accordance with Texas Insurance Code Chapter 3503. If the amount of the bond exceeds $100,000.00, the surety must: (a) Hold a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or (b) Have obtained reinsurance for any liability in excess of $100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in Texas and is the holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

Contractor shall also file copies of each bond and this Agreement with the county clerk of the county in which all or part of the Work is being performed; Contractor shall furnish Tejano Center with a file receipt. The bonds must be made payable to Tejano Center and shall remain in full force throughout the warranty period of this Agreement.

26. **Insurance:**

26.1 At its sole cost and expense, Contractor shall purchase and maintain the following insurance coverage in at least the following limits, on an Occurrence basis:

a) Automobile Liability covering Any Auto - $1,000,000 Combined Single Limit

b) Workers' Compensation (with limits to comply with the requirements of the Texas Workers' Compensation Act) and Employer's Liability ($1,000,000 Limit), including all states, U.S. Longshoremen, Harbor Workers, and other endorsements, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, as required by statute and which meets the statutory requirements of Texas Labor Code Section 401.011(44) for all employees of Contractor providing services on the Project, for the duration of the Project. Contractor shall comply with the requirements of Title 28, Texas Administrative Code Rule Section 110.110, Reporting Requirements for Building or Construction Projects for Governmental Entities.

c) Comprehensive (Commercial) General Liability Occurrence Form including, but not limited to, Premises, Completed Operations, Independent Contractors, Products Liability, Broad Form Property Damage, Blanket Contractual Liability, Pollution, Personal and Advertising Injury Liability, and, where the exposure exists, coverage for watercraft, blasting collapse, explosions, blowout, catering, and underground damage. (Any XCU exclusions must be removed when underground work is performed.) Property/Builder's Risk coverage will also be provided by Contractor, unless otherwise agreed in writing by an authorized representative of Tejano Center.

- $1,000,000 Occurrence
- $2,000,000 Aggregate
- $1,000,000 Personal Injury
- $500,000 Fire Damage
- $5,000 Medical Payments
- Per Project Aggregate (CG 70 49)

26.2 All insurance required under this Agreement shall protect Contractor from claims which may arise out of or result from Contractor's operations, whether such operations are performed by Contractor or by any Subcontractor, Sub-subcontractor, or by anyone for whose acts any of them may be liable. In addition, insurance as is required herein shall be primary and non-contributing with any other valid and collectible insurance available to Tejano Center.

26.3 All policies of insurance required hereunder shall be purchased from a company or companies acceptable to Tejano Center, with an AM Best rating of at least "A-X," lawfully licensed by the Texas Department of Insurance, and authorized to do business in the jurisdiction in which the Project is located.

26.4 All policies of insurance required of Contractor hereunder, including any renewals thereof, shall: (i) waive all rights of subrogation against Tejano Center, its officers, employees, and agents; (ii) include the location and/or description of the Project and the bid number, CSP number, or Purchase Order number; and (iii) not be canceled, materially changed, or allowed to expire or lapse (non-renewed) without a minimum of thirty (30) days' prior written notice to Tejano Center. A "Waiver of Subrogation" clause in favor of Tejano Center must be attached to the Workers' Compensation, General Liability, and Automobile Liability insurance policies. In addition, the General Liability and Automobile Liability policies, including any renewals thereof, shall name Tejano Center as an "Additional Insured."

26.5 Contractor shall not commence Work until all required insurance coverage has been obtained and such insurance has been reviewed and accepted by Tejano Center. Certificates of Insurances on the current ACORD form shall be issued to Tejano Center showing all required insurance coverage. In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing Tejano Center as Additional Insured, (b) showing waivers of subrogation in favor of Tejano Center, and (c) including CG 02 05, TE 02 02A, and WC 42 06 01 (or their equivalents) specifically naming Tejano Center.

26.6 All insurance required hereunder must be maintained for three (3) years following Substantial Completion, with Certificates of Insurance provided. Contractor shall be responsible for payment of all deductibles; Tejano Center shall approve in writing the deductibles selected. If any policy has aggregate limits, a statement of claims against the aggregate limits is required. If Contractor fails to maintain the required amounts of insurance or allows the policies to lapse or expire during the time when they are required to be in effect pursuant to this Agreement, Tejano Center may purchase said insurance and deduct the cost of obtaining the insurance from amounts owed to the Contractor; if the insurance costs exceed amounts owed to the Contractor, Contractor shall pay Tejano Center the difference promptly upon receipt of notice from Tejano Center to do so.

26.7 Tejano Center reserves the right to review these insurance requirements during the Term of the Agreement and to make reasonable adjustments to insurance coverage and limits requirements when deemed reasonably prudent by Tejano Center in its sole discretion, based upon changes in statutory laws, court decisions, or other potential increase in exposure to loss.

26.8 The insurance requirements stated herein do not establish limits of Contractor's liability and are separate from and independent of any indemnification obligation of Contractor.

26.9 Contractor shall also require that its Subcontractors and Sub-subcontractors provide evidence of insurance of the same types and in the same amounts as are required of Contractor herein, prior to conducting any Work on the Project. Contractor shall obtain and make available for inspection by Tejano Center upon request current certificates of insurance evidencing insurance coverage carried by such Subcontractors and Sub-subcontractors.

26.10 If Contractor fails (or its Subcontractors or Sub-subcontractors fail) to obtain or maintain any of the required insurance coverage, Tejano Center may obtain and maintain such insurance, and Contractor shall reimburse Tejano Center for the actual cost of such insurance within thirty (30) days after receipt of Tejano Center's invoice, or Tejano Center may offset such amount against any payment due Contractor.

27. **Relationship of Parties:** It is understood and agreed that Contractor is engaged under this Agreement as an independent contractor and not as an agent, joint venturer, business partner, or employee of Tejano Center. Neither Contractor nor any employees, volunteers, or agents contracted by Contractor shall be deemed for any purposes to be employees, volunteers, or agents of Tejano Center. Contractor shall assume full responsibility for the actions of its employees, volunteers, and agents (including without limitation all Subcontractors and Sub-subcontractors and their employees, volunteers, and agents) while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations. Neither Contractor nor its employees, volunteers, or agents shall be entitled to benefits of any kind to which Tejano Center's employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance, or retirement benefits. Contractor assumes full responsibility for payment of all federal, state, and local taxes or contributions, including, but not limited to, unemployment insurance, social security, Medicare, and income taxes with respect to Contractor and Contractor's employees, volunteers, and agents. This Agreement shall not be construed to create or imply any partnership, employer-employee relationship, or joint venture between the Parties hereto, nor shall it be construed or deemed an endorsement of a specific company or product. This Agreement does not authorize either Party to serve as the legal representative or agent of the other. Neither Party has any right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party.

28. **Indemnity:** **TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TEJANO CENTER, ITS TRUSTEES, OFFICERS, CONSULTANTS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSSES, EXPENSES, FINES, PENALTIES, COSTS, AND LIABILITIES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, LITIGATION EXPENSES, AND COURT COSTS), ARISING FROM ANY CLAIM OR CAUSE OF ACTION FOR ANY INJURY (INCLUDING DEATH), LOSS, OR DAMAGE TO ANY PERSON OR PROPERTY CAUSED BY OR ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, "CLAIM") TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CONTRACTOR, ITS EMPLOYEES, AGENTS, SERVANTS, CONTRACTORS, OR SUBCONTRACTORS. CONTRACTOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE OF THE WORK AND FINAL PAYMENT BY TEJANO CENTER.**

29. **Notices:** All notices, consents, and requests ("Notices") given under this Agreement shall be given by hand-delivery, certified mail, registered mail, or courier service providing proof of delivery, addressed to the proper Party, at the addresses indicated at the bottom of this Agreement. Notices shall be deemed to have been duly served if delivered in person to the designated representative of the Party; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the address of the Party as listed below. Notices are effective upon receipt. Each Party may change the address at which Notice may be sent to that Party, and/or change its designated representative (as hereinafter defined), by giving advance written Notice of such change to the other Party as outlined in this Article 29.

29.1 Designated Representatives.

a) Tejano Center designates as its representative for matters related to this Agreement:
Gabriela Luna, Director of Housing Programs & Community Redevelopment or his/her designee
Tejano Center's representative shall be authorized to act in Tejano Center's behalf with respect to this Agreement, except for those matters which require approval of the Tejano Center Board of Trustees. Contractor shall coordinate its Work solely through Tejano Center's designated representative.
b) Contractor designates as its representative for matters related to this Agreement:
Jose Hermida, Owner & Operator
Contractor's designated representative shall act on behalf of Contractor with respect to this Agreement and all phases of the Work and shall be available as required for the benefit of Tejano Center.

30. **Compliance With Laws:** Contractor agrees that it will, in its performance of its obligations hereunder, observe and fully comply with all applicable federal, state, county, and local laws, regulations, rules, and ordinances of all relevant authorities that in any manner affect the provision of services and performance of all obligations undertaken pursuant to this Agreement, including but not limited to those pertaining to safety, and shall maintain any and all applicable licenses, certifications, registrations, or other approvals required to fully perform its obligations hereunder. Contractor represents and warrants that all Work shall comply with the Americans with Disabilities Act and all other applicable codes, regulations, and laws. Contractor shall comply with all state and local building code requirements. Contractor is required to adhere to all applicable local, state, and national design codes and requirements as well as Tejano Center's construction design standards. Contractor shall ensure that it and all of its Subcontractors at all tiers prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

If Contractor is a corporation or a limited liability company, Contractor warrants, represents, and agrees that (1) it is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (4) the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

31. **No Waiver:** No action or failure to act by Tejano Center or Contractor shall constitute a waiver of a right or duty afforded either Party under this Agreement, including, but not limited to, the requirements of Article 33, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing, signed by both Parties. The waiver by any Party of any right, obligation, or breach of this Agreement shall not be construed as a waiver of any other or subsequent right, obligation, or breach.

The Parties expressly acknowledge that Tejano Center is an agency of the State of Texas, and nothing in this Agreement, including but not limited to its execution and the performance by Tejano Center of its functions and obligations hereunder, is intended to waive or relinquish, or shall waive, relinquish, or be considered as a a waiver or relinquishment by Tejano Center, of the right to claim any exemptions, privileges, rights, defenses, or immunities, including without limitation any governmental or sovereign immunities or defenses from or to liability or prosecution, available to Tejano Center or to its trustees, officers, employees, or agents under federal or Texas laws, including without limitation the Texas Constitution or the laws of the State of Texas.

32. **No Third-Party Beneficiaries; Successors and Assigns; No Assignment:** Neither the Agreement Documents, nor any term or provisions thereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory thereto. No person, other than the Parties to this Agreement, is entitled to rely on any representation, warranty, covenant, or agreement contained herein.

Tejano Center and Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other Party with respect to the terms and conditions of this Agreement.

This Agreement is a personal service contract for the services of Contractor, and neither this Agreement, nor Contractor's interest in this Agreement, nor any of Contractor's rights, duties, or obligations hereunder or fees due to Contractor hereunder may be assigned or delegated to a third party without the prior written approval of Tejano Center. Any attempted assignment of this Agreement by Contractor shall be null and void. This Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Contractor without the prior written approval of Tejano Center. The benefits and burdens of this Agreement are, however, assignable by Tejano Center.

33. **Amendment:** This Agreement may not be supplemented, amended, changed, or otherwise modified except by a Valid Amendment, which requires an instrument in writing, to be attached to and incorporated in this Agreement in the form of either (1) a formal written amendment to the Agreement Documents signed and delivered by duly authorized representatives of both Parties hereto, or (2) a Change Order, issued by Tejano Center or its authorized representative, as provided in Article 33.1. This Agreement may not be supplemented, amended, changed, or otherwise modified by conduct of either Party, custom, usage of trade, or course of dealing.

33.1 **Change Orders:** If Tejano Center desires to increase the Scope of Work, the Parties will execute a written Change Order, signed by duly authorized representatives of both Parties hereto, increasing the Scope of Work and adjusting the Contract Sum and/or the Contract Time as mutually agreed by the Parties. In the event that Tejano Center desires to reduce the Scope of Work, Tejano Center may unilaterally issue a Change Order, signed only by a duly authorized representative of Tejano Center, reducing the Scope of Work and making appropriate adjustments to the Contract Sum and/or the Contract Time, as determined by Tejano Center in its sole discretion. If Tejano Center issues a Change Order reducing the Scope of Work, Contractor is entitled to payment for the portion of the deleted Work actually performed, if any, prior to the effective date of the Change Order. The Parties agree that in no event shall any action or failure to act by Tejano Center or Contractor constitute a waiver of requirements of this section, except as provided by Article 31.

In accordance with Texas Local Government Code § 271.060: (i) if the original Contract Sum is one-million dollars ($1,000,000.00) or more, the Contract Sum may not be increased by more than twenty-five percent (25%); and (ii) if the original Contract Sum is less than one-million dollars ($1,000,000.00) and a Change Order increases the Contract Sum to one-million dollars ($1,000,000.00) or more, then subsequent change orders may not increase the revised Contract Sum by more than twenty-five percent (25%). The original Contract Sum may not be decreased by more than twenty-five percent (25%) without the consent of Contractor.

34. **Attorneys' Fees:** The prevailing party in any adjudication relating to or arising out of this Agreement shall be awarded all reasonable and necessary attorneys' fees and costs.

35. **Entire Agreement:** The Agreement Documents constitute the complete, exclusive, integrated, and entire written expression of the intentions of the Parties hereto with respect to the Project and supersede all previous communications, representations, agreements, negotiations, promises, and statements, either oral or written, by and between either Party with respect to the Project. The Agreement Documents supersede

any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Contractor after the Effective Date of this Agreement.

No supplements, retractions, amendments, modifications, or changes to this Agreement shall be valid unless they are Valid Amendments in accordance with Article 33. Any Valid Amendments to this Agreement must be in writing and signed by the required Party(ies) in accordance with Article 33. The Parties expressly agree that this Agreement shall not be construed against either Party.

36. **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 law provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be a court of competent jurisdiction in Taylor County, Texas.

37. **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 of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

38. **Survival of Provisions:** All representations, warranties, covenants, indemnities, and other continuing obligations as expressly provided in this Agreement shall survive the expiration or earlier termination of this Agreement.

39. **Force Majeure:** Neither Party to this Agreement shall be liable for any failure or delay to perform the terms of this Agreement when such failure is due to Force Majeure (as defined in this Article), during the time and to the extent that the Party is prevented from performance by the Force Majeure event. The term "Force Majeure" as used in this Agreement shall mean any delay or default in performance hereunder due to causes beyond the control of the Parties and without their fault or negligence that could not have been prevented or avoided by the affected Party through the exercise of due diligence, including, but not limited to: acts of God, fire, strike, or lockout. In no event shall Force Majeure include rainout or ordinary weather days that require Work stoppage, equipment breakage, or routine scheduled equipment maintenance.

40. **Exhibits:** The following Exhibits (including Valid Amendments thereto) are attached hereto, as Agreement Documents, and fully incorporated herein by reference:

a) Exhibit A: Davis-Bacon Prevailing Wage Rates
b) Exhibit B: Construction Schedule
c) Exhibit C: Vendor Prevailing Wage Attestation

41. **Appendixes:** The following Appendixes (including Valid Amendments thereto) are attached hereto, as Agreement Documents, and fully incorporated herein by reference:

a) Appendix A: Scope of Work
b) Appendix B: Waiver and Release of Lien

IN WITNESS WHEREOF the undersigned Parties hereto execute this Agreement as of the day and year indicated below. By signature hereon, Contractor certifies that no member of Tejano Center's Board of Trustees has a financial interest, directly or indirectly, in the transaction that is the subject of this Agreement.

Tejano Center:

Tejano Center
2950 Broadway Street
Houston, Texas, 77017

UD UD (Sep 18, 2026 13:32:06 CDT)

By: Adriana Tamez
Title: President & CEO

Date: _____

CONTRACTOR:

HERMIDA SERVICES
13722 McNair Street
Houston, Texas 77015

Jose Hermida
Jose Hermida (Sep 14, 2026 15:19:33 CDT)

By: Jose Hermida
Title: Owner & Operator
Date: 09/14/2026

Marcia Leiva (Sep 17, 2026 15:48:12 CDT)

09/17/2026

EXHIBIT A

Contractor Agreement

DAVIS-BACON PREVAILING WAGE RATES

Contractor certifies that it is in compliance with all applicable standards, laws, orders, and/or regulations regarding prevailing wage rates, labor, minimum wage, safety, and equal employment opportunity, including without limitation the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, 3146-3147), the regulations of the Department of Labor, 29 CFR Part 5, and Texas Government Code Chapter 2258.

"General Decision Number: TX20260067 01/02/2026

Superseded General Decision Number: TX20250067

State: Texas

Construction Type: Residential

County: Harris County in Texas.

Modification Number Publication Date
0 01/02/2026

ELEV0031-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 53.59	38.435+a+b

Footnotes:
A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day.

SFTX0669-001 01/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 36.15	24.47

SHEE0054-008 04/01/2020

	Rates	Fringes
Sheetmetal Worker (Excluding HVAC Work)	$ 29.70	13.85

SUTX2005-030 12/15/2005

	Rates	Fringes
Bricklayer	$ 15.00	
Plasterer	$ 16.60	
Tile setter	$ 14.08	
Acoustical Ceiling Installer	$ 12.50	
Carpenter (Includes Batt/Blown Insulation, Formwork & Overhead Door Installation	$ 12.06	1.41
Carport Structural Supports Installer	$ 11.46	2.61
Cement Manson/Concrete Finisher	$ 13.68	.75
Drywall Finishers	$ 12.00	
Drywall Hanger	$ 12.71	
Electrician(Incl. Low Voltage Wiring and Installation of Alarms)	$ 17.05	6.32
Gutter and Siding Installer	$ 18.59	1.41
HVAC MECHANIC (Pipe & System Installation Only)	$ 12.82	
Ironworker		
Ornamental	$ 16.29	
Reinforcing	$ 11.25	2.35
Structural	$ 17.21	
Laborers:		
Common	$ 8.88	1.10
Landscape and Irrigation	$ 9.02	
Mason Tender Brick	$ 9.97	.68
Mason Tender Cement	$ 9.46	.68
Pipelayer	$ 10.06	
Plaster Tender	$ 11.10	
Painter:		
Brush, Roller, and Spray	$ 11.41	
Parking Lot Striping	$ 14.21	
Plumbers (Excluding HVAC Pipe)	$ 17.96	1.15
Power Equipment Operator		
Backhoe	$ 13.55	.69

Bulldozer.....$ 12.67 .69
Forklift.....$ 12.54
Front End Loader.....$ 12.00 .69
Grader.....$ 13.67

Roofers.....$ 10.00

Sheet Metal Worker (HVAC Duct
Only).....$ 12.76 1.95

Soft Floor Layers, Carpet and
Vinyl.....$ 14.50

Truck drivers.....$ 13.43

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers.0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage

determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:
    a) a survey underlying a wage determination
    b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations.
Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

"

EXHIBIT B

Contractor Agreement

CONSTRUCTION SCHEDULE

1. Begin Construction: **September 21, 2026**
2. Substantial Completion: **October 9, 2026**
3. Final Completion: **October 23, 2026**

The Construction Schedule above includes an allowance of Anticipated Weather Days, which are regular working days, in accordance with the following schedule:

January	1	July	2
February	1	August	3
March	2	September	3
April	2	October	3
May	3	November	2
June	3	December	1

Weather Days shall be defined as days on which weather events (such as rain, flooding, snow, unusually high winds, excessively wet grounds, and the like) prevent progress on items which affect the critical path of the Work on regular working days only. In order for a Weather Day to be allowed for rain-related reasons, the rain at the Project Site must have been in excess of .50 (1/2) inch in 24 hours.

If the number of actual Weather Days exceeds the number of Anticipated Weather Days included in the Contract Time, and if the additional Weather Days prevent the Contractor from performing the critical path of the scheduled Work, a change to the Contract Time may be made in accordance with Article 33 in this Agreement.

EXHIBIT C

SLFRF VENDOR PREVAILING WAGE ATTESTATION

Harris County ARPA Single Family Rehabilitation Program

Project Address: 3618 Golf Drive, Houston, TX 77018

General Contractor Name: Hermida Services

Contract Start Date: 09/14/2026 Contract Completion Date: 10/23/2026

This attestation confirms compliance with all applicable prevailing wage requirements under federal, state, and local laws, including but not limited to Harris County's (the County) prevailing wage policy for publicly funded construction, rehabilitation, or related labor activities.
As an authorized representative of the above-named vendor, I attest that:

1. All laborers employed on this project are or will be paid wages not less than those determined by Harris County for the classification of work performed.
2. Any and all required posters have been, or will be, posted at all project sites in a location accessible to all employees.
3. Certified payroll reports will be maintained and available for inspection by Harris County upon request.
4. The above vendor will ensure all subcontractors or sub-vendors will abide by the County's prevailing wage requirements.
5. It is understood that failure to comply with prevailing wage requirements may result in withholding of payments and/or reimbursements, termination of funding or other applicable consequences.

I understand that providing false, misleading, or incomplete information may result in contract termination, disqualification from future work, and/or legal action.

Certification

I certify that the statements above are true and correct to the best of my knowledge and all requirements regarding prevailing wages have been met for this project.

Authorized Representative Name:

Title: Owner and Operator

Company Name: Hermida Services

Signature: Jose Hermida
Jose Hermida (Sep 14, 2026 15:19:33 CDT)

Date: 09/14/2026

APPENDIX A

Scope of Work

Electrical Upgrades (Rewire)

- Full-House Rewire: Remove and replace existing residential wiring across 1,200 SF using metal-clad wiring and new device boxes.
- Service Panel Upgrade: Install 1 new 200-amp breaker panel equipped with arc fault breakers and a new main disconnect circuit breaker.
- System Grounding: Install 1 new grounding rod assembly.
- Fixtures & Appliances: Supply and install 2 new ceiling fans with integrated lights, and 1 new range hood.
- Post-Wire Drywall Repair: Provide 70 sheets/allotments of drywall to patch and repair walls/ceilings altered during the rewiring process.
- Homeowner Support: Provide a 20-hour labor allowance to safely move and cover homeowner items during electrical work.

Plumbing & Repipe Improvements

- PEX Supply & Waste Lines: Perform rough-in plumbing upgrades, removing and replacing old lines with a branched PEX system across 1,200 SF.
- Water Heater Line & Vent Upgrades: Replace 4 water and gas supply lines leading to the water heater and install a brand-new exhaust vent passing through the roof.
- Backflow Protection: Remove and replace 1 pressure vacuum breaker assembly.

Exterior & Structural Repairs

- Siding Restoration: Detach and reset 400 SF of beveled pine (clapboard) siding, incorporating specialized smart siding for the laundry room area and #117 siding for primary house repairs.
- Siding Insulation: Remove and replace 1,200 SF of sprayed polyurethane foam insulation within confined siding wall spaces (calculated at 1-inch thick).
- Weather Proofing: Supply and apply 160 LF of crack and joint filler and replace 40 LF of metal Z-flashing/drip caps.
- Trim & Demolition: Repair window trim across 6 individual windows, remove 100 BF of 2x6 wood polymer deck planking, and completely remove a 215 SF freestanding light-load metal carport.

Laundry Room

- Structural Wall & Floor Repair: Replace 132 LF of deep floor trusses (up to 22") and 40 LF of 2x6x8 exterior structural stud walls including shear panels and 1/2" builder's board.
- Subfloor & Insulation: Lay down 170 SF of 3/4" tongue-and-groove plywood subfloor sheathing and install R30 insulation into the laundry room ceiling.
- Finishes: Install 590 SF of 1/2" mold/mildew resistant greenboard (hung, taped, and ready for texture) and lay 170 SF of new vinyl plank flooring.

Kitchen

- Cabinetry: Remove and replace 15 LF of lower base cabinet units and 12 LF of upper wall cabinet units.
- Appliances & Infrastructure: Install 1 new kitchen range hood accompanied by an anti-tip safety device.
- Surfaces: Install 110 SF of 3/4" tongue-and-groove plywood subfloor sheathing, lay 110 SF of vinyl plank flooring, and install 100 SF of 1/2" drywall (hung, taped, and ready for texture).

Bathroom

- Shower & Tub Reconstruction: Demolish and remove the existing bathtub. Install a new shower pan, install cement board for shower walls treated with waterproofing membrane (25 SF), and finish with a brand-new tile surround.

- Fixtures & Vanity: Install 1 new shower faucet assembly, 1 new 2 LF vanity unit complete with a new bathroom sink faucet, and 1 toilet paper holder.
- Mechanical & Ventilation: Supply and install 1 bathroom ventilation fan with built-in light, route a new 4" exhaust cap through the roof, and permanently remove the old wall furnace while safely capping off its gas line.
- Surfaces: Install 60 SF of 1/2" moisture-resistant water rock/greenboard (hung, taped, and ready for texture) and lay 50 SF of new vinyl plank flooring.

Bedrooms & Living Areas

- Bedroom 1: Remove old floor surfaces and lay 210 SF of new vinyl plank flooring.
- Bedroom 2: Install 90 SF of 3/4" tongue-and-groove plywood subfloor sheathing, lay 126 SF of vinyl plank flooring, replace 1 interior door unit (hardware included), and install 150 SF of 1/2" drywall (hung, taped, and ready for texture).
- Living Room: Remove and replace 1 insulated exterior door slab complete with a new exterior door lockset and execute 20 LF of drywall tape joint crack repairs.

APPENDIX B

RELEASE AND WAIVER OF LIEN

To be completed and executed upon project completion.

3618 Golf Dr - Contruction Contract - 09 2026

Final Audit Report 2026-09-18

Created:	2026-09-14
By:	Gabriela Luna (gabriela.luna@tejanocenter.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAf-7KD_8rWxhAuWur4a1S1dGmpAy8JF9J

"3618 Golf Dr - Contruction Contract - 09 2026" History

Document created by Gabriela Luna (gabriela.luna@tejanocenter.org)
2026-09-14 - 7:27:08 PM GMT

Document emailed to jose_hermida713@yahoo.com for signature
2026-09-14 - 7:30:59 PM GMT

Email viewed by jose_hermida713@yahoo.com
2026-09-14 - 8:18:08 PM GMT

Signer jose_hermida713@yahoo.com entered name at signing as Jose Hermida
2026-09-14 - 8:19:31 PM GMT

Document e-signed by Jose Hermida (jose_hermida713@yahoo.com)
Signature Date: 2026-09-14 - 8:19:33 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_TYPE

Document emailed to Marcia Leiva (marcia.leiva@tejanocenter.org) for signature
2026-09-14 - 8:19:35 PM GMT

Document e-signed by Marcia Leiva (marcia.leiva@tejanocenter.org)
Signature Date: 2026-09-17 - 8:48:12 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

Document emailed to UD UD (adriana.tamez@tejanocenter.org) for signature
2026-09-17 - 8:48:13 PM GMT

Email viewed by UD UD (adriana.tamez@tejanocenter.org)
2026-09-18 - 6:31:31 PM GMT

Document e-signed by UD UD (adriana.tamez@tejanocenter.org)
Signature Date: 2026-09-18 - 6:32:06 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-09-18 - 6:32:06 PM GMT

Office of the Chief Executive Officer and Superintendent of Schools
Board of Directors Meeting of October 27, 2026

BOARD INFORMATION ITEM

SUBJECT: **BUSINESS OFFICE PROGRESS REPORT – SEPTEMBER 2026**

BACKGROUND: At the January 28, 2025, Board Meeting, Antonio Zambrano, Chief Financial and Operations Officer committed to presenting Business Office Progress Reports to the Tejano Center/Raul Yzaguirre Schools for Success (RYSS) Board of Directors.

RECOMMENDATION: **N/A**

COST: **N/A**

FUNDS TO BE USED: **N/A**

ATTACHMENT(S): **Business Office Progress Report – SEPTEMBER 2026**

Submitted by: _____
Dr. Adriana Tamez
President/CEO & Superintendent of Schools
Tejano Center/RYSS Texas Public Schools

Staff Resource(s): Marcia Leiva, Chief Financial Officer
Dr. Jesus Amezcua, Business Office Consultant

Approved by Board on: _____
Date

Business Office Progress Report

October 2026

As of this update, the Business Office continues making progress in stabilizing and improving financial operations post-expansion. Additional training was provided at the Principal's Meeting and Trainings by campus will be scheduled. Below is a snapshot of where we stand:

---

1. Bank Reconciliations

Progress:

- Bank activity has been recorded through sept 2026 and entering all October 2026 now.
- Working on reconciling Sept 2026

Notes:

- Drawdowns for August/September were submitted. Working on adjustments for year end.

---

2. Federal Grant Drawdowns and SEFA Updates

Progress:

- August/September Drawdowns Completed.

Notes:

-

3. Receivables, Revenues, and Grant Reconciliation

Progress:

- Adjustments to ascender were made to receivable and revenues for expansion and year end accruals.

Notes:

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4. Capital Asset Tracking

Progress:

- No Capital assets to record currently. All previous assets have been recorded.

Notes:

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5. Trial Balance Finalization

Progress:

- Reviewing the ledger and provided it to Auditors

Notes: Auditors were in the office for two weeks during the month of July and will be back in December for final audit

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6. Correct Use of Account Codes (FASRG Alignment)

Progress:

- Routine adjustments to budgets in process
- Requisitions are being process for various contracts.
- Financial Ratios were recalculated based on formulas and projected changes to the covenant including the TRS on behalf and the rent charged to RYSS
-

Notes:

Key Improvements Since Last Report:

- **Bank reconciliations:** now current through August working on finalizing Sept
- **Federal drawdowns:** Completed through August/September
- **Receivables and revenues:** Aug recorded
- **Budget:** Budget amendment for food services to be presented in October
- **Capital assets:** Depreciation schedule in process of being updated
- **Account coding:** Continue to process entries for fund raisers and various transfers
- **Purchasing:** working on copiers recommendation for November Board Meeting.

Focus Areas for November

- Prepare for year-end adjustments for Audit
- Work on RFPs -procurement recommendations copiers
- Working on RFP for Pasadena improvements
- Reviewed Pasadena project manager contract

Closing Notes

Daily work continues, and we are monitoring cash more closely. Reconciliations, grant management, and reporting processes are back on a steady schedule, and internal controls are tighter. We will begin working on final adjustments for the FY 2026 audit in anticipation of Fall final review with the auditors

Office of the Chief Executive Officer and Superintendent of Schools
Board of Directors Meeting of October 27, 2026

BOARD INFORMATION ITEM

SUBJECT: **AFFORDABLE HOUSING & COMMUNITY REDEVELOPMENT REPORT**

BACKGROUND: Housing department provides homebuyer education, one-on-one individual counseling to both, homeowners and homebuyers, and home repairs to eligible homeowners.

Homebuyer Education Workshops: Eight-Hour Homebuyer Education classes held twice per month in English & Spanish.

Homebuyer Counseling: Individual Housing Counseling to assess mortgage readiness and/or obstacles/barriers in order to apply & qualify for a mortgage loan, identify program eligibility and close on a home.

Homeowner Counseling: Individual Housing Counseling for existing homeowners. Services can assist with applying for property tax discounts, understanding escrow analysis, and weatherization program, to name a few. This is also the entry point for homeowners requesting home repairs to their primary home.

RECOMMENDATIONS: N/A

COST: **N/A**

FUNDS TO BE USED: **N/A**

ATTACHMENT(S): N/A

Submitted by: _____

Dr. Adriana Tamez
President/CEO and Superintendent of Schools
Tejano Center/RYSS Texas Public Schools

Staff Resource: Gabriela Luna, Director of Affordable Housing and Community Redevelopment

Approved by Board on: _____

Date

Housing Annual Report
Fiscal Year October 1, 2025 to September 30, 2026

I. Homebuyer Education Seminars

Number of Classes Held this Year:	17
Number of Families:	286
Number of Individuals:	368
eHome America Families:	101
Number of Individuals:	125

II. Counseling Sessions

Pre-Purchase Counseling Sessions:	45
Follow-up Sessions:	18
Post-Purchase Counseling Sessions	29
Follow-up Sessions:	0
UW Integrated Client Journey Sessions (ICJ)	47
Follow-up Sessions:	29
Families Pre-approved this Year:	136
Number of New Homeowners this Year:	104
Number of Repaired Homes this Year:	24
Number of Homes Referred to Weatherization Program	23
Outreach Events:	15
Individuals reached	1191
Walking-in inquiries	349
CenterPoint Utility Assistance Grants	15
Individuals Assisted	34

** Prepared by: Gabriela Luna*

Office of the Chief Executive Officer and Superintendent of Schools
Board of Directors Meeting of October 27, 2026

BOARD INFORMATION ITEM

SUBJECT: **CHILD PLACING AGENCY REPORT**

BACKGROUND: In order to keep the board informed about Tejano Center's Child Placing Agency (CPA) initiatives, events, and activities. The attached October report to the board is provided. The report covers activities that took place during the period subsequent to September board meeting. The report covers the following topics:

- Updates
- Activities
- Coming events
- Staff/Foster parent training
- Families and children served

RECOMMENDATIONS: **N/A**

COST: **N/A**

FUNDS TO BE USED: **N/A**

ATTACHMENT(S): Child Placing Agency Report

Submitted by: _____
Dr. Adriana Tamez
President/CEO & Superintendent of Schools
Tejano Center/RYSS Texas Public Schools

Staff Resource: Brenda Navarrete LMSW, LCPAA, Child Placing Agency Director

Approved by Board on: _____
Date

Updates/Activities

- CPA staff attended Night Out (Pictures below)
- CPA staff did a Halloween craft with the kids (pictures below)
- CPA staff will drop off Halloween buckets (Pictures Below)
- CPA will plan for Thanksgiving
- CPA staff continue to attend monthly informational meetings (virtual and in-person) with The Greater Houston Permanency Collaborative.

Staff/Foster parents training

- Foster parents took the following training this month:
  - Module 1. Appropriate Discipline and Guidance.
  - Module 2. Age-Appropriate De-escalation.
  - Module 3. Caregiver triggers and self-management.
  - Module 4. Children's rights, contract requirements and minimum standards.
  - Module 5. Abuse and Neglect-Warning signs and reporting child abuse.

Families and children served

- Currently, we have 8 foster homes.
- We are serving 12 children.








Happy Halloween!


Give your pumpkin a silly face





Office of the Chief Executive Officer and Superintendent of Schools
Board of Directors Meeting of October 27, 2026

BOARD INFORMATION ITEM

SUBJECT: **GRADCAFE & NOVA SEPTEMBER 2026 REPORT**

BACKGROUND: The following events and activities are the focus of our work at GRADcafé and NOVA Academy for Adult Education.

NOVA Academy for Adult Education Orientation and Registration for Fall 2026 ESL and GED in partnership with Harris County Department of Education kicked off. Approximately 25 adults are participating in free ESL and GED evening classes October through December 2026.

College & Career Services Virtual and In-Person the GRADcafé by Project GRAD and NOVA Academy for Adult Education Service Report **– September 2026** includes service numbers, event numbers, service topics, and target populations served, is attached. Page one of the report covers August 2026.

RECOMMENDATIONS: **N/A**

COST: **N/A**

FUNDS TO BE USED: **N/A**

ATTACHMENT(S): GRADcafé by Project GRAD Service Report – September 2026

Submitted by: _____
Dr. Adriana Tamez
President/CEO & Superintendent of Schools
Tejano Center/RYSS Texas Public Schools

Staff Resource: Melissa Y. Martinez, Director of GRADcafé & NOVA Academy

Approved by Board on: _____
Date

GRADcafé by Project GRAD Service Report - Sept 2026

All GRADcafe administered programs

Total Services	
Virtual Services	136
In-Person Services	446
Total Services	**582**

Service Types	Virtual	On the Go	Park Place	Pasadena	Baytown	RYSS	Sunrise	RYSS Pasadena	Gulfton
Advising Services Delivered	94	0	45	10	5	58	1	4	11
Workshop/OSE Participation	0	76	0	0	0	74	0	0	0
College & Career Conversations	42	75	6	1	1	0	0	1	3
Total	**136**	**151**	**51**	**11**	**6**	**132**	**1**	**5**	**14**

Event Types	Total
Workshops	12
Fairs, Festivals, Outreach	2
Off-site Education (OSE)	0
Total	**14**

Services Delivered by Precinct*	Total events	Total services
Precinct 1	1	56
Precinct 2	10	281
Precinct 3	0	0
Precinct 4	3	34
Outside Harris County	0	0
Total	**14**	**371**

Client Demographics	
NEW CLIENTS	113
RETURNING CLIENTS	134
TOTAL CLIENTS	**247**

Client Type	
K-8th Grade Students	0
High School Students	124
College Students	21
College Graduates	3
Adult Learners	64
Parents & Guardians	34
Advocates	1

Client: Gender*	
Female	154
Male	93

Client: Race/Ethnicity*	
American Indian/Alaskan Native	0
Asian	4
Black/African American	24
Hispanic/Latino	205
White	6
Multiracial	1
Other	0

Advising Service Categories	
Academic Excellence	27
Adult Education	20
College & Career Prep	77
College Applications	157
Financial Aid	107
Job Readiness	14

Target Populations	Count of Committed	Services	Month Undup.	FY Undup
RYSS Seniors	81	192	79	79
OY: Aspiring Young Adults	39	7	3	3
OY: Other Opportunity Youth	X	28	10	10
Total Opportunity Youth	**39**	**35**	**13**	**13**

Goals Completed	Month	Annual
FAFSA/TASFA	12	12
College Application	11	11
Career Inventory	2	2
Scholarship Application	5	5
Adult Education Goal	0	0
Job Readiness Goal	4	4
Review Degree Plan	23	23
FSA ID Completion	29	29
Degrees Awarded - Last FY	X	28

Client: Age Range*	
0-14	1
15-19	142
20-25	16
26-30	10
31 and over	78

Project GRAD – Annual Summary

September 2026 - August 2027

Total Services	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**Total**
Virtual Services	136												**136**
In-Person Services	446												**446**
Total Services	582												**582**
Service Types	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**Total**
Advising Services Delivered	228												**228**
Workshop/OSE Participation	150												**150**
CCC Conversations	129												**129**
Event Types	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**Total**
Workshops	12												**12**
Fairs, Festivals, Outreach	1												**1**
Off-site Education	0												**0**
Total Number of Events	13												**13**
Client Type*	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**Total Unique Clients***
K-8th Grade Students	0												0
High School Students	124												124
College Students	21												21
College Graduates	3												3
Adult Learners	64												64
Parents & Guardians	34												34
Advocates	1												1
Total Clients	**247**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**123**	**0**	**0**	**247**

*Numbers reported in this section are unduplicated counts of clients. Because clients may return month to month, the number of total unique clients for the year is not the simple sum of monthly counts. During this period, a total of **247** unique clients were served by Project GRAD, receiving a total of **378** advising and workshop services. Project GRAD serves a variety of clients through events. Client data is requested to track unique clients but in some cases may not be available or confidential. Monthly client demographics is based on self-report data and is a smaller number than clients served monthly.

Project GRAD – Report Definitions

Client Contacts			
Total Contacts	All contacts made by Project GRAD, in-person, virtual, and via phone or text. A person may be contacted more than once.		
Service Types		**Event Types**	
Services Delivered	Services delivered during in-person or virtual advising. Multiple services can be delivered in one advising session.	**Workshops**	Group college & career presentations
Workshops	Group college & career presentations	**Fairs, Festivals, Outreach**	Tabling or speaking events with high volume of visitors where individual client information is difficult to obtain
College & Career Conversations	Brief introduction of GRAD services and/or college and career information to individuals or groups, including conversations with walk-ins at Cafes.		
Services	**Service categories provided at a counseling session or workshop**		
College & Career Prep	Examples: Career Research, Class Registration, College Orientation, Essay Writing/Editing, Trade Programs, Student Checklist, SAT/ACT, Testing Advising, etc.		
College Applications	Examples: Application Status, Transfer Planning, Waivers, TSI, Enrollment Items, Extracurriculars & Volunteering, Transcript Request, College Portal Activation, etc.		
Financial Aid	Examples: Award Letter Acceptance, Award Letter Comparison, College Expenses Analysis, Disbursement/Refund Schedule, Refund Selection, SAP Appeal, etc.		
Academic Excellence	Examples: Grades/GPA, Transcript Review, College Graduation Application		
Job Readiness	Examples: Mock Interview, Cover Letter, Job Applications, Job Search, Internship Assistance, Digital Divide, Resume, Job Shadowing, Resume Outreach Campaign		
Adult Education	Examples: NOVA Digital Literacy, NOVA ESL, NOVA Citizenship, ESL or GED Referral, NOVA Outreach Campaign		
Goals			
FAFSA/TASFA	Completion of a FAFSA or TASFA	**Job Readiness Goal**	Resume creation
College Application	Completion of a college application	**Degrees Awarded last FY**	Earned Degrees confirmed via Clearinghouse for prior FY
Career Inventory	Completion of a career assessment	**Adult Education Goal**	Completion of Digital Literacy, ESL cohort/class
Scholarship Applications	Submission of a scholarship application		
Target Populations			
RYSS Seniors	High school seniors at RYSS		
OY: Aspiring Young Adults	Young adults disconnected from education receiving intensive, long-term support through individualized case management.		
OY: Other Opportunity Youth	Young adults disconnected from education who have received minimal, short-term support through counseling sessions or workshops.		
Total Opportunity Youth	Young adults identified as being disconnected from education who have been served by GRAD through counseling sessions or workshops.		
Unique Clients	**Individuals served; information collected for individuals attending counseling sessions or workshops.**		
NEW CLIENTS	Unduplicated number of new clients for the month. Each person is counted once regardless of how many times they returned.		
RETURNING CLIENTS	Unduplicated number of returning clients from a previous month that returned in current month. Each person is counted once regardless of how many times they returned.		
Client Type			
K-8th Grade Students	Students currently in grades K-8		
High School Students	Students currently in grades 9-12		
College Students	Students that have graduated high school and are enrolled in college, or have completed one or more semesters of college but are not currently enrolled		
College Graduates	Students that have earned a credential, including certificates, two-year degrees, and four-year degrees		
Adult Learners	Adults that have never enrolled in college, and may or may not have high school equivalency		
Parents & Guardians	Parents and guardians supporting their child's college and career goals		
Advocates	Other individuals seeking to support someone else's college and career goals		

Office of the Chief Executive Officer and Superintendent
Board of Directors Meeting on October 27, 2026

BOARD INFORMATION ITEM

SUBJECT: **HEALTH EQUITY/LA TIENDITA PROGRAM REPORT**

BACKGROUND: La Tiendita is a holistic food access program that incorporates, resource navigation, and nutrition and health education classes. The aim of La Tiendita is to empower individuals to improve their health and move towards more secure lives.

In order to keep the board informed about La Tiendita's Program initiatives, events, and activities, the La Tiendita September Report is attached.

The report reflects the following topics:

- Families, individuals served
- Pounds of food distributed to our community
- RYSS/Community Programs Report

RECOMMENDATIONS: **N/A**

COST: **N/A**

FUNDS TO BE USED: **N/A**

ATTACHMENT(S): Health Equity/La Tiendita September 2026 Report

Submitted by: _____
Dr. Adriana Tamez
President/CEO & Superintendent of Schools
Tejano Center/RYSS Texas Public Schools

Staff Resource: Graci Garces, Chief Strategy & External Affairs Officer
Alejandra Tobias, La Tiendita Gulfton/Sharpstown Site Lead

Approved by Board on: _____
Date

Tejano Center's Health Equity/La Tiendita Program Monthly Report
September 2026

Households, Individuals, and Children served

La Tiendita Service Numbers	Households Served	Individuals Served
La Tiendita-Broadway **Includes individuals from** *Nueva Vida: 7* *Sunrise Lofts:0* *RYSS: 99*	340	1,012
La Tiendita – Pasadena **Includes individuals from** *RYSS: 10*	161	520
La Tiendita- Gulfton	404	1,554
Totals:	**905**	**3,086**

Total Pounds Distributed to the Community: **Broadway:** 24,620 lbs.
Pasadena: 11,825 lbs.
Gulfton: 30,195 lbs.
Total: **66,640 lbs**

Resource Connection

General Resource Connection Support: In September our Resource Connector assisted with one-on-one client support for 10 Community members. We have served 83 families and 209 individuals in 2026 with one-on-one. Resource Connector support (consultation, application assistance, and referral support) at La Tiendita (Broadway, Pasadena and Gulfton), Sunrise Lofts.

We provided navigator support for the following benefits and resources:

- **Medicaid**
- **Medicare**
- **SNAP**
- **FEMA**
- **Airbnb.org**
- **Referrals also provided for (Resolve, Housing, Rental Assistance, Baylor Teen Clinic,**

·Immigration assistance Referrals
Partnership Initiatives

American Heart Association- La Tiendita is part of 2-year Hypertension prevention initiative we program that provides on-site and outreach blood pressure screenings, education and clinic referral support for clients that have high levels from their screenings. The following are our tracking numbers for Both our participating sites (Pasadena and Broadway) for September 2026.

Blood Pressure Screenings	Clients referred to care: Centro de Corazon, Legacy, Harris Health, San Jose Clinic, Magnolia Clinic	Individuals Served
Broadway	**90**	**190**
Pasadena	**56**	**190**
Totals:	**146**	**380**

Houston Food Bank (Food for Change) - focuses on addressing food insecurity while also supporting long-term health and stability for clients. Through this partnership, our pantry has expanded its services, allowing some clients to visit twice per month instead of once. Clients are also given the opportunity to choose the foods they prefer, creating a more personalized and dignified experience. In addition, the partnership has increased our access to fresh vegetables and healthier food options, improving the overall quality of assistance we provide.
During the month of September, La Tiendita Pasadena served 7 neighbors, Gulfton served 80 neighbors, and Broadway served 68 neighbors, for a total of 149 neighbors served. These numbers reflect continued community engagement and the growing impact of our services across multiple locations.

Office of the Chief Executive Officer and Superintendent of Schools
Board of Directors Meeting on October 27, 2026

BOARD INFORMATION ITEM

SUBJECT: **RESOLVE PROGRAM REPORT**

BACKGROUND: In order to keep the board informed about Tejano Center's Resolve Program, the attached Resolve Program Monthly Status Report is provided. This report reflects the status update of the Resolve program since the September 2026 board meeting.

RECOMMENDATIONS: **N/A**

COST: **N/A**

FUNDS TO BE USED: **N/A**

ATTACHMENT(S): Resolve Program Monthly Status Report

Submitted by: _____
Dr. Adriana Tamez
President/CEO and Superintendent of Schools
Tejano Center/Raul Yzaguirre Schools for Success

Staff Resource: Jorge Gonzalez, Resolve Program Director

Approved by Board on: _____
Date

Tejano Center's Resolve Program Monthly Report-October 2026

RESOLVE

a) Happening's & Funding Opportunities

- United Way Campaign Kickoff Event –September 27, 2026 (Director Attended)
- Grief in the Latino Community Webinar - October 6, 2026 (Staff Attended)
- Que Onda Magazine Domestic Violence Awareness Forum – October 5, 2026 (Staff Attended)
- Wounds to Wisdom Domestic Violence Support Group Initiative with Tejano Center (Fall Schedule September 25th, October 9th, 23rd, and November 13th)
- New referral/resource partner: The Source (full-service women's health clinic empowering Texas women with better choices.
- New referral/resource partner: Mental Health America of Greater Houston (MHA) Care Connect
- FY27 General Victims Assistance Program Grant Application 10.1.26-9.30.27 (Submitted 2/12/26 - Grant started 10/1/26 and awaiting award confirmation)
- Continued support for the Sunrise Lofts residents (Counseling, Support groups and victims' assistance)

b) Data & Operations:

FY26 General Victims Assistance Program Grant October 1, 2025 – September 30, 2026

Below reflects the total Resolve client services data that was completed in the Office of the Governor for FY26 VOCA General Victims Assistance Program grant from 10.1.2025-9.30.2026. ***(New grant year started October 1, 2026 – September 30, 2027)***

FY 26 Final Client Service data: October 1 – September 30, 2026

- 1023-victims/survivors seeking services were served
- 179-New victims/survivors seeking services were served
- 1028-counseling hours provided to survivors
- 756-victims/survivors received financial assistance
- 364-survivors assisted through the legal process
- 1672-Number of survivors receiving counseling / therapy
- 271-survivors participating in support groups
- 59-support group sessions were held
- 15-Number of survivors received crisis counseling.
- 29-victims /survivors assisted with shelter/housing services
- 47-temporary protective orders granted
- 25-final protective orders granted
- 2,184 – individual advocacy services provided to survivors
- 222 – immigration assistance services provided to survivors

United Way Greater Houston- Integrated Client Journey (ICJ) Funded Partner April 1, 2026 – June 30, 2026

RESOLVE

Below reflects the total Resolve Program-Legal & Basic Needs Funded Partner data that was submitted to the UWGH on July 31, 2026, for Q1 FY26. ***Updated Q2t service data will be included in the November 2026 Board Program Update.***

- 66-Legal Services Provided
- 35-Unique Individuals Provided with Legal Services
- 77-Clients received Crisis Intervention and or developed safety plans
- 21-Individuals were assisted with obtaining a protective order and or received family law services

Office of Chief Executive Officer and Superintendent of Schools
Board of Directors Meeting of October 27, 2026

BOARD INFORMATION ITEM

SUBJECT: **UPCOMING EVENTS, MEETINGS, AND ENGAGEMENT OPPORTUNITIES**

BACKGROUND: TCCC/RYSS invites and encourages the Board of Directors to attend and/or provide feedback for the following events, meetings, and engagement opportunities –

DATE/TIME	OPPORTUNITY	LOCATION
November 16, 2026 12:00pm	Finance Committee Meeting	Virtual
November 17, 2026 5:30pm	General Board Meeting (Nueva Vida/Sunrise Lofts Quarterly Board meeting)	2950 Broadway
December 3, 2026 10:00am	GRADcafe Community Computer Lab (Sponsored by Centerpoint Energy) Ribbon Cutting & Grand Opening	2840 Broadway St #105, Houston, TX 77017
December 12, 2026	Best Christmas Ever	RYSS Pasadena 1062 Fairfont Parkway
December 14, 2026 12:00pm	Finance Committee Meeting	Virtual
December 15, 2026 5:30pm	General Board Meeting	2950 Broadway
December 16-18, 2026	RYSS Early College at Broadway Jazz Band: The 80th Midwest Clinic ***Sponsorship Opportunity***	Chicago, Illinois
March 24, 2027 11:00am	8th Annual State of the Center Luncheon	TBD

RECOMMENDATIONS: N/A

COST: N/A

FUNDS TO BE USED: N/A

ATTACHMENT(S): Best Christmas Ever

RYSS Early College at Broadway Jazz Band Fundraiser Packet (to attend The 80th Midwest Clinic)

8th Annual State of the Center Luncheon Save the Date

Submitted by: _____

Dr. Adriana Tamez
President/CEO and Superintendent of Schools
Tejano Center/RYSS

Staff Resource: Graciana “Graci” Garces, Chief Strategy & External Affairs Officer
Ramiro Fonseca, Director of Outreach & Engagement

Approved by Board on: _____

Date

SAVE THE DATE

EIGHTH ANNUAL

STATE OF THE CENTER LUNCHEON

MARCH 24, 2027

#MakingItHappenTogether

Impact

Growth

Belonging

Connection

RYSS JAZZ
80TH ANNUAL
MIDWEST CLINIC
CHICAGO, IL

SUPPORT
THE SOUND OF
EXCELLENCE

HELPING SEND OUR STUDENTS TO ATTEND

THE 80TH MIDWEST CLINIC

DECEMBER 16 - 18, 2026 | CHICAGO, ILLINOIS



A Renowned Stage. A Life-Changing Experience.

ONE OF THE MOST PRESTIGIOUS MUSIC EDUCATION CONFERENCES IN THE WORLD.

ABOUT THE OPPORTUNITY

The **RYSS Jazz Band** has been invited to perform at the **80th Midwest Clinic International Band and Orchestra Conference**, one of the most respected and prestigious music education events in the world.

This invitation recognizes the dedication, talent, and excellence of our student musicians and provides them with an extraordinary opportunity to perform before an international audience of music educators, performers, and industry leaders.

Representing our school and community at this level is both a tremendous honor and a life-changing educational experience for our students.



WHAT IS THE MIDWEST CLINIC?

The Midwest Clinic is one of the world's largest international music conferences, bringing together thousands of music educators, performers, and industry professionals from across the globe.

Performing at this event is a rare distinction and a testament to the exceptional work and commitment of our students and directors.

1 OF 4 HIGH SCHOOL JAZZ BANDS TO ATTEND!

WHY YOUR SUPPORT MATTERS



Your sponsorship will help cover:

- Student travel expenses
- Hotel accommodations
- Meals and transportation
- Performance materials
- Instrument and equipment transportation
- Conference participation costs

Your investment directly supports student growth, leadership, and educational opportunity through the performing arts.

1ST JAZZ BAND FROM HOUSTON TO BE INVITED IN 16 YEARS!

SPONSORSHIP OPPORTUNITIES

Your sponsorship helps our students take the stage at the 80th Midwest Clinic and represent our community with pride.

PRELUDE SPONSOR

$100

RECOGNITION INCLUDES:

- Name recognition in our digital newsletter and social media

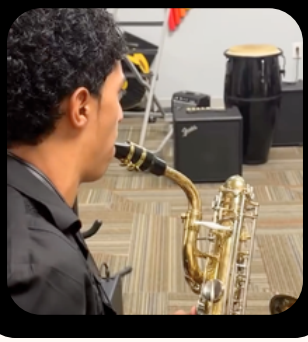


ENSEMBLE SPONSOR

$1,000

RECOGNITION INCLUDES:

- Logo recognition in our digital newsletter and social media
- Expanded promotional recognition throughout our campaign



SPOTLIGHT SPONSOR

$5,000

RECOGNITION INCLUDES:

- ALL Ensemble Sponsor benefits
- Tickets to an exclusive private performance by the RYSS Jazz Band.



STANDING OVATION SPONSOR

$10,000

RECOGNITION INCLUDES:

- ALL Spotlight Sponsor benefits
- Prominent sponsor recognition on trip materials
- Logo placement on official trip shirts
- Featured sponsor signage at designated fundraising events and performances
- Opportunity to have the RYSS Jazz Band play at any 2 events of your choice (redeem before June 1, 2027)

MAKE AN IMPACT

Join us in helping our students take the stage at the 2026 Midwest Clinic.

Every contribution helps us move closer to our goal and ensures our students can represent our community with pride.

TO BECOME A SPONSOR, PLEASE SCAN THE QR CODE:

OR GO TO:
https://donorbox.org/ryss-jazz-band



Tejano Center (formerly Tejano Center for Community Concerns) is a Section 501(c) (3) non-profit organization, EIN 76-0377101. All donations are deemed tax-deductible absent any limitations on deductibility applicable to a particular taxpayer.
No goods or services were provided in exchange for your contribution.

2026 BEST christmas EVER

CHRISTMAS —AT THE— Beach

**Will you be our partner,
to help bring the joy of the holiday season to
children who may otherwise
miss out on the magic of Christmas?**

Embrace the Joy of Giving

2026 Best Christmas Ever
Event Chair
Anthony Magdaleno
Chair,
RYSS Board of Education

#MakingItHappenTogether



2026 BEST christmas EVER

CHRISTMAS —AT THE— Beach

How you, your company, or community group can help:

Volunteers Needed

- To wrap gifts 1-2 weeks before event.
- To help decorate the gym the day before the event.
- To help day of event: chaperone assigned groups of children.

Wishlist Sponsors Needed

- Adopt a family of children and fulfill their wish list.
- Wish lists will be emailed by November 10.

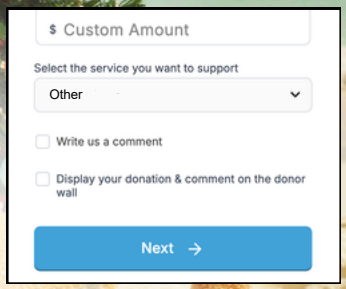
General Wish List Items

- Miscellaneous items added to individual wish lists.

Cash Donations & Sponsorships

- You can use this QR code to make an online donation (debit or credit card).
- From the pulldown menu, choose OTHER. In "write us a comment," write "Best Christmas Ever" in your comment.

SCAN AND FOLLOW THE STEPS



Sponsorship Levels

- Surfin' Santa Sponsor: $5,000 +
- Jingle All The Waves Sponsor: $1,001 - $4, 999
- Santa's Beach House Sponsor: $1,000
- Cookies & Coconuts Sponsor: $150

2026 Best Christmas Ever Coordinator:

Ramiro Fonseca | 713-640-3796 | ramiro.fonseca@tejanocenter.org

2026 BEST christmas EVER

CHRISTMAS —AT THE— Beach

2026 - Corporate and Individual Sponsorship Opportunities

Surfin' Santa Sponsor

- Sponsor Swag Stocking Stuffers - Sponsor will provide swag that will be included in children's stockings
- Sponsor Recognition Signage - Sponsor logo will be included in signage to be displayed at event
- Sponsor Recognition Slides - Sponsor logo will be included in slides to run the event
- Social Media Mentions - Sponsor will be mentioned in social media platforms 4x leading up to event, 1x post-event
- Newsletter Spotlight - Sponsor will be spotlighted in newsletter
- Family Invitation Acknowledgement - Sponsor will be acknowledged in formal event invitation that will be distributed to families

Jingle All The Waves Sponsor

- Sponsor Recognition Signage - Sponsor logo will be included in signage to be displayed at event
- Sponsor Recognition Slides - Sponsor logo will be included in slides to run at event
- Social Media Mentions - Sponsor will be mentioned in social media platforms 2x leading up to event; 1x post event
- Newsletter Spotlight - Sponsor will be spotlighted in newsletter
- Family Invitation Acknowledgement - Sponsor will be acknowledged in formal event invitation that will be distributed to families.



Santa's Beach House Sponsor

- Sponsor Recognition Signage - Sponsor logo will be included in signage to be displayed at event
- Social Media Mentions - Sponsor will be mentioned in social media platforms 1x leading up to event; 1x post-event
- Newsletter Spotlight - Sponsor will be spotlighted in newsletter
- Family Invitation Acknowledgement - Sponsor will be acknowledged in formal event invitations that will be distributed to families

Cookies & Coconuts Sponsor

- Sponsor Recognition Signage - Sponsor logo will be included in signage to be displayed at the event
- Social Media Mentions - Sponsor will be mentioned on social media platforms 1x post-event

2026 BEST christmas EVER

CHRISTMAS —AT THE— Beach

Surfin' Santa	Jingle All The Waves	Santa's Beach House	Cookies & Coconuts
$5,000 +	$1,001 - $4,999	$1,000	$150

Sponsor Name: _____ Title:_____

Company: _____ Contact #:_____

Address: _____ City:_____ State:____ Zip Code:_____

Emails:_____

Tejano Center is a 501(C)(3) tax-exempt nonprofit organization, Fed ID number is 76-0377101.
All sponsorship levels and donated items are tax deductible as allowed by law.

Sponsorship Levels:

- ○ Adopt-A-Family
- ○ Surfin' Santa Jingle All the Waves Santa's Beach House Cookies & Coconuts

Please accept my donation of: $ _____

PAYMENT OPTIONS (We are encouraging use of QR code found on previous page)

Make checks payable to Tejano Center. Note on memo line: Best Christmas Ever

My check for $ _____ is enclosed

Please charge my credit card (circle choice): Visa MasterCard American Express

Account Number:_____ Expiration Date:_____ CVC: _____

Name on Card (Print):_____

Signature:_____ Date: _____

Preferred Sponsorship Delivery Options
(ALL ORDERS MUST BE RECEIVED BY FRIDAY, NOVEMBER 10, 2026)

- Please email the completed sponsorship form to: ramiro.fonseca@tejanocenter.org
- Child/Family Information will be sent to sponsor via email for Holiday Shopping!
- Wrapped gifts drop-off at Tejano Center c/o Best Christmas Ever - 2950 Broadway St. by Friday, December 4, 2026
- Gift Packages from Amazon, UPS, FEDEX, USPS sent to Tejano Center, Attn: Best Christmas Ever.
- Please drop off check at, or mail to:

Tejano Center, Best Christmas Ever
2950 Broadway St., Houston, Texas 77017

2026 BEST christmas EVER

CHRISTMAS —AT THE— Beach

TEJANO CENTER ESTABLISHED 1992

2026 - General Wish List

These miscellaneous items are added to individual wish lists

Pre-K3, Pre-K4, & Kinder

- Activity Books
- Backpacks
- Baby Dolls
- Baseballs
- Bath Toys
- Basketballs
- Blocks (all sizes)
- Building Toys
- Board Games
- Cars/Trucks
- Card games
- Coloring Books/ Crayons
- Construction Toys
- Dinosaurs
- Disney Toys
- GI Joes
- Legos
- Musical Toys
- Puzzles
- School Supplies
- Shower Toys
- Soccer Balls
- Stuffed Animals
- Star Wars Toys

Clothing

- Blankets
- Hoodies
- Socks
- Sweaters
- T-Shirts
- Warmup Pants/Shirts

1st - 5th Grade

- Activity Books
- Art/Craft Sets
- Backpacks
- Barbie Dolls
- Baseballs
- Bath Toys
- Basketballs
- Bike/Helmet
- Blocks (all sizes)
- Board Games
- Card Games
- Child's Watch
- Coloring Books/Crayons
- Construction Toys
- Dinosaurs
- Disney Toys
- Educational Tablets
- GI Joes
- Legos
- Musical Toys
- Paint Sets
- Puzzles
- Remote Control Cars
- Roller Skates/Helmet
- School Supplies
- Shower Toys
- Soccer Balls
- Stuffed Animals
- Star Wars Toys
- Toy Car/Truck

Clothing

- Blankets
- Hoodies
- Socks
- Spot T-Shirts
- Sweaters
- Warm Up Pants/Shirt

Middle School 6-8th

- Activity Books
- Art/Craft Sets
- Backpacks
- Barbie Dolls
- Baseballs
- Bath Toys
- Basketballs
- Bike/Helmet
- Blocks (all sizes)
- Board Games
- Card Games
- Child's Watch
- Coloring Books/Crayons
- Construction Toys
- Dinosaurs
- Disney Toys
- Educational Tablets
- GI Joes
- Legos
- Musical Toys
- Paint Sets
- Puzzles
- Remote Control Cars
- Roller Skates/Helmet
- School Supplies
- Shower Toys
- Soccer Balls
- Stuffed Animals
- Star Wars Toys
- Toy Car/Truck

Clothing

- Blankets
- Hoodies
- Socks
- Spot T-Shirts
- Sweaters
- Warm Up Pants/Shirt

2026 BEST christmas EVER

TEJANO CENTER ESTABLISHED 1992

CHRISTMAS —AT THE— Beach

BEST CHRISTMAS EVER

2026

#MAKINGITHAPPENTOGETHER

