Channelview ISD

Official Agenda

Monday, May 13, 2019 7:00 PM
A Called Meeting of the Board of Trustees of Channelview ISD will be held May 13, 2019, beginning at 7:00 PM in the Board Meeting Room at 828 Sheldon Rd., Channelview, TX 77530.

All Agenda items that have not been considered by 10:30 p.m., unless otherwise directed by the Board of Trustees, will be heard beginning at 7:00 p.m. the following night.

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

**Official Agenda**

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*If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.*

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on ______________, at ______________.

For the Board of Trustees
Channelview Independent School District  
BOARD OF TRUSTEES

Date: May 13, 2019  
Agenda Number: 4  
☐ Action  ☒ Non-Action

Administrator Responsible: Board President

Authority for Action: Policy BED (Legal & Local); Government Code 551.001; Attorney General Opinion H-188

Subject: Presentations and/or comments from the audience

Information

SUMMARY INFORMATION:

Trustees of the Channelview Independent School District welcome and encourage public participation and attendance at these meetings. At meetings, with exception of Board Workshops, the Board shall allot time to hear persons who desire to make comments to the Board. Persons who wish to participate in this portion of the meeting shall sign up with the presiding officer or designee before the meeting begins and shall indicate the topic about which they wish to speak.

Please refrain from using names of students, staff and trustees, and limit your comments to no more than 3 minutes. Delegations of more than 5 should appoint one person to speak for the group. During the meeting, unless the board president recognizes you, we ask that you limit your participation to the public comments portion of the meeting.

The Board may not deliberate or take action on any subject discussed during the public comments section that is not on the agenda. The Board President reserves the right to deny an individual’s request to speak before the board if he/she determines that the request could be more appropriately addressed through other administrative procedures, is covered by other District policy, or that the individual making the request has exhausted the topic during previous Board meetings.

We appreciate you being in attendance and for your efforts in helping us make the best use of our time by conducting an orderly meeting.

COMMENTS / ITEMS ADDRESSED:

Presentation and comments from community members, parents, patrons of the district
SUMMARY INFORMATION:

The Board of Trustees will provide up to date information from TASB, GCAASB and other applicable organizations on various topics pertinent to the operation of the Board as needed at regular Board of Trustees meetings.

COMMENTS / ITEMS ADDRESSED:

FISCAL IMPACT:

ADMINISTRATIVE RECOMMENDATION:

BOARD ACTION REQUIRED:
SUMMARY INFORMATION:
District Personnel have been maintaining an aggressive effort to respond to employment needs of the district and ensure that the best most qualified staff possible are recruited and retained to promote the education of our students.

COMMENTS / ITEMS ADDRESSED:

FISCAL IMPACT:

ADMINISTRATIVE RECOMMENDATION:
To authorize the superintendent to offer contract for employment to the candidate(s) presented.

BOARD ACTION REQUIRED:
To authorize the superintendent to offer contract for employment to the candidate(s) presented.
EMPLOYMENT RECOMMENDATION

Campus/Department Aguirre/Johnson Theater

Administrator Eric Lathan/Jules Pichon/Jennifer Tunink

Recommendation(s)

Name. Thalia Gomez
Recommended for. JH Theater
New Position or Replacement.
Replacement for……………… Billy Chmielewski

Type/Status of Certification. Theater
Education. BFA in Acting/Directing from SFA
Experience. 5
Beginning Date. August 2019

Thalia has taught Theater at the middle school level for 5 years. She holds a BFA in Acting and Directing from Stephen F. Austin University. References for Mrs. Gomez have stated that she is easy to work with and has a great rapport with the students and staff. She makes theater fun and her students really enjoy competing in One Act Play.
EMPLOYMENT RECOMMENDATION

Campus/Department: Harvey Brown Elementary/2nd Grade

Administrator: Mr. Troy Michaud

Recommendation(s)

Name. . . . . . . . . . . . . . . . . . . Ms. Yesenia Vega
Recommended for. . . . . . . . . . . . . . . . . . . 2nd Grade
New Position or Replacement. Replacement
Replacement for. . . . . . . . . . . . . . . . . Anita West
Type/Status of Certification. . . . . EC - 6, PPR
Education. . . . . . . . . . . . . . . . . . . Texas A & M-Kingsville
Experience. . . . . . . . . . . . . . . . . . Student teaching internship, tutorials, and substitute at CVISD
Beginning Date . . . . . . . . . . . . . . . . . . August 2019

Written comments that may include a summary of statements from references. (One brief paragraph)

Yesenia Vega comes highly recommended as a student teacher from Crenshaw Elementary. The Principal described her as a passionate, driven, hard worker. Upon graduation in December of 2018 she continued as a tutor and substitute for Channelview ISD. Ms. Vega is currently the long-term substitute for Ms. West’s class preparing students for their future. When asked why she wanted to become a teacher, Ms. Vega responded that she liked school because her teachers inspired her and she wishes to do the same for our students. Yesenia Vega is and will continue to be a wonderful addition to the Harvey Brown staff.
EMPLOYMENT RECOMMENDATION

Campus/Department: Harvey Brown Elementary/2nd Grade

Administrator: Mr. Troy Michaud

Recommendation(s)

Name. . . . . . . . . . . . . . Ms. Yesenia Vega
Recommended for. . . . . . . 2nd Grade
New Position or Replacement. Replacement
Replacement for. . . . . . . Anita West
Type/Status of Certification. .
EC - 6, PPR
Education. . . . . . . . . . . Texas A & M-Kingsville
Experience. . . . . . . . . . . Student teaching internship, tutorials, and substitute at CVISD
Beginning Date . . . . August 2019

Written comments that may include a summary of statements from references. (One brief paragraph)

Yesenia Vega comes highly recommended as a student teacher from Crenshaw Elementary. The Principal described her as a passionate, driven, hard worker. Upon graduation in December of 2018 she continued as a tutor and substitute for Channelview ISD. Ms. Vega is currently the long-term substitute for Ms. West’s class preparing students for their future. When asked why she wanted to become a teacher, Ms. Vega responded that she liked school because her teachers inspired her and she wishes to do the same for our students. Yesenia Vega is and will continue to be a wonderful addition to the Harvey Brown staff.
EMPLOYMENT RECOMMENDATION

Campus/Department: CHS/Science

Administrator: Mr. Robert Laird

Recommendation(s)

Name: Sasha Escamilla
Recommended for: Composite Science
New Position or Replacement: Replacement
Replacement for: Terry Bunn
Type/Status of Certification: Science 7-12
Education: Bachelor of Science in Biology
Experience: 1 year teacher of record, Chemistry, EVS, Biology
Beginning Date: August, 2019

Written comments that may include a summary of statements from references. (One brief paragraph)

The candidate has been teaching at Richard Milburn Academy, teaching biology, chemistry, and environmental systems. She comes highly recommended by her references who commented she has good classroom management skills and is a dedicated worker. She has worked with students in a remediation program and has dealt with a range of students where some are troubled, bilingual, SPED, behind in credits, etc. We believe she would be a great addition to our science team and one of her references said as much, stating that, “Ms. Escamilla is a valued teacher and will be greatly missed.” Another reference had high praise for Ms. Escamilla saying she has progressed as a first year teacher beyond expectations and they went on to say Ms. Escamilla is capable of doing great things with her students through her dedication and commitment to student success. While Ms. Escamilla does not have extensive experience in the education field with only one year as a teacher of record, she has the poise and determination to be successful. She believes in developing strong relationships with her students, their parents, and our science team. With all these things in mind, MS. Escamilla would be a great fit for our team and our campus.
EMPLOYMENT RECOMMENDATION

Campus/Department  CHS Theater

Administrator  Robert Laird/Jennifer Tunink

Recommendation(s)

Name.  Brydon Geisler
Recommended for.  HS Theater
New Position or Replacement.
Replacement for………………. Rodrigo Mireles

Type/Status of Certification.  Theater
Education.  BA in Theater and Music
Experience.  0
Beginning Date.  August 2019

Brydon has worked in the Theater industry since 2009. He graduated from Muhlenberg college in Pennsylvania with a double major in Theater and Music. He is a Texas Teachers candidate and has passed both the Theater and Music TExES Certification exams. His references say he is hard working and devoted to Theater education. They say he works well with students from all backgrounds and loves to teach and learn from others.
EMPLOYMENT RECOMMENDATION

Campus/Department                                      Channelview High School

Administrator                                           Robert Laird

Recommendation(s)

Name.          Roberto Irizarry
Recommended for.      Spanish Teacher
New Position or Replacement. Replacement
Replacement for. Patricia Calligarich
Type/Status of Certification. LOTE Spanish EC-12, Bilingual Education EC-12,
                                Music EC-12, Core Subjects, EC-6.
Education.        Bachelor in Arts & Master in Music Education
Experience.     3 years
Beginning Date. August 2019

Mr. Irizarri is fluent in three different languages (English, Spanish & Italian) and has a very extensive cultural background as a trained music instructor. He is very poised in his presentation and well versed in technologies currently implemented across the district. We believe those strengths would allow him to transition successfully to the secondary level and would like to recommend him for employment with Channelview High School for the upcoming academic year.
EMPLOYMENT RECOMMENDATION

Campus/Department  Channelview High School

Administrator  Robert Laird

Recommendation(s)

Name  Nataly Mahosky
Recommended for  Counselor
New Position or Replacement  Replacement
Type/Status of Certification  EC-12, school counselor
Education  Masters in Ed Counselor, University of St. Thomas
Experience  8 years
Beginning Date  August 2019

Mrs. Mahosky is fluent and can read, write, and speak in Spanish. She has been a Bilingual teacher for 5 years and worked with the 504, GT, and Transitioning students. We believe those strengths would allow her to transition successfully to the secondary level and would like to recommend her for employment with Channelview High School for the upcoming academic year.
EMPLOYMENT
RECOMMENDATION

Campus/Department Channelview High School

Administrator Robert Laird

Recommendation(s)

Name. . . . . . . . . . . . . . . . . . . . Yizel Estrada

Recommended for. . . . . . Theater Teacher

New Position or Replacement. Replacement

New Replacement for................. Rodrigo Mireles

Type/Status of Certification. . Theater EC-12

Education. . . . . . . . . . . . Bachelor of Art, Sam Houston State University
Experience. . . . . . . . . . . . 0

Beginning Date. . . . . . . . . August 2019

Yizel Estrada is highly motivated and well-prepared for her new role as a theater teacher at Channelview high school level. She will received her Bachelor’s Degree in Art with a Minor in Education from the Sam Houston State. Yizel is a student teacher at Klein Cain High school and is willing to learn all aspects of teaching. Yizel can provide bilingual instruction and will be a great addition to the Fine Arts Department.
EMPLOYMENT
RECOMMENDATION

Campus/Department CHS -
Art

Administrator Robert Laird

Recommendation(s)

Name. Tricia Rudolph Recommended for.
CHS Art New Position or Replacement.
Type/Status of Certification. Art EC-12
Education. B. A in Fine Arts
Experience. 0 Beginning
Date. August 2019

Tricia Rudolph is a student teacher at Santa Fe High School. She will hold a B.A of Fine Arts from the University of Houston-Clear Lake. Mrs. Rudolph is self-motivated and student centered. She holds high standards for her students and herself. Her current supervisor stated that she is a great student teacher and a joy to work with.
**EMPLOYMENT RECOMMENDATION**

Campus/Department | Channelview High School  

Administrator | Robert Laird  

**Recommendation(s)**  

| Name          | Armand Tyson  
|---------------|---------------  
| Recommended for | Band Teacher  
| New Position or Replacement | Replacement  
| Replacement for | Tyler Worley  
| Type/Status of Certification | Music EC-12,  
| Education     | Bachelor in Music and Music Education  
| Experience    | 8 years  
| Beginning Date | August 2019  

Mr. Tyson is currently the Associate Director of Bands and Percussion Specialist at Hastings High School. He comes with over 8 years of teaching high school band, and we believe his strengths in percussion would allow him to transition successfully into the Channelview High School Band. We would like to recommend him for employment at Channelview High School for the upcoming academic year.
EMPLOYMENT RECOMMENDATION

Campus/Department   CHS

Administrator   Robert Laird

Recommendation(s)

Name.   Felicia Villareal
Recommended for   Math Teacher
New Position or   Replacement
Replacement for   Pricilla Jones
Type/Status of Certification   Math 9-12
Education   Bachelor of Science in Mathematics
Experience   0
Beginning Date   August 2019

Felicia Villareal holds a Bachelor of Science in Mathematics Education. She is ready to serve as an educator and has gained experience from being a student teacher at La Porte High School. She has collaborated effectively with other teachers to develop lesson plans. Ms. Villareal has co-managed classrooms using positive behavior strategies. Felicia is self-motivated and her knowledge will be a great asset for our Math department and campus.
EMPLOYMENT RECOMMENDATION
2019-2020

Campus/Department: Viola Cobb Elementary School

Principal: Lizette Castelline

Recommendation(s)

Name. . . . . . . . . . . . . . . . . . . Anna T. Flores
Recommended for. . . . . . . . . . . . 2nd Grade Math/Science Teacher
New Position or Replacement. . . . . . . . Replacement
Replacement for.................. Jessica Griswold
Type/Status of Certification. . . . . . . . . . . EC-6
Education. . . . . . . . . . . . . . Bachelor of Science Teaching and Learning, University of Houston
Experience. . . . . . . . . . . . . . Aide (Galena Park ISD)
Beginning Date . . . . . . . . August 2019

Anna Flores is highly motivated and well-prepared for her new role as a 2nd grade teacher at Viola Cobb Elementary. Her goal is to work with children of all age groups. Ms. Flores lives in the Channelview area and is excited to give back to students in her community. She grew up within the district and wants to challenge our students to reach their full potential and know they can make a difference in the world. She has served as a student teacher, substitute, and teacher aid for Galena Park ISD. She is a self-motivated individual ready to give back to the community of Channelview.
EMPLOYMENT RECOMMENDATIONS

Campus / Department:  Crenshaw

Administrator:  Audry Lane

Recommendation(s)

Name……Alondra Gaddis
Recommended for……PASS teacher
Replacement / New……Anglela Martinez
Type/ Status of Certification…..EC – 6, Special Ed Supplemental Education…Masters Degree – Curriculum and Instruction
Experience…1st grade, 4th grade – 6 years
Beginning date…August 2019

Written comments that may include a summary of statements from references (one brief paragraph)

Ms. Gaddis has taught for 6 years. She has extensive experience in counseling in a therapy setting. She has worked with ADHD and other childhood disorders trying to help students be successful in the classroom. She believes in structure, setting boundaries, and building relationships as a means for classroom management. Her experience will be an asset to our campus and our PASS program.
EMPLOYMENT RECOMMENDATION
2019-2020

Campus/Department
DeZavala Elementary

Administrator
Ruben Rodriguez

Recommendation(s)

Name: Karla Collazo
Recommended for: Counselor

New Position or Replacement: Replacement
Replacement for: Rusha Davis

Type/Status of Certification:
School Counselor Grades EC – 12
Bilingual Generalist – Spanish Grades EC – 4

Education:
Masters of Education in School Counseling – Lamar University
Bachelor of Arts in Communication Studies – University of Houston – Downtown

Experience:
10 years as an Elementary Bilingual Teacher
1 year as School Counselor Intern.

Beginning Date: August 1, 2019.

Written comments that may include a summary of statements from references. (One brief paragraph)

Mrs. Karla Collazo seems dedicated and passionate about education and committed to making a positive impact in the children’s lives that we serve. Mrs. Collazo is a Lamar graduate with a Masters of Education in School Counseling and a UH graduate with a Bachelor of Arts in Communication Studies. Mrs. Collazo holds a School Counselor Grades EC – 12 certification and a Bilingual Generalist – Spanish Grades EC – 4 certification. Mrs. Collazo brings with her 10 years of experience working as an Elementary Bilingual Teacher, with 7 of those years being dedicated to Channelview ISD. Mrs. Collazo offers a comprehensive school-counseling program tailored to campus needs to assist students reach their academic, social, emotional, personal, and future career goals. Mrs. Collazo was the overwhelming choice of the interview committee and comes highly recommended. It is without reservation, that I would like to offer the Elementary Counselor position to Mrs. Collazo.
EMPLOYMENT RECOMMENDATION  
2019-2020

Campus/Department
DeZavala Elementary

Administrator
Ruben Rodriguez

Recommendation(s)

Name: Emily Tracy  
Recommended for: 5th grade General Education Teacher  
New Position or Replacement: Replacement  
Replacement for: Grace Tolleson  
Type/Status of Certification: EC-6

Education:
Bachelor of Science in Nutrition, Health, and Wellness – Texas Tech University

Experience: 0 years. Completed Internship through Texas Tech in Lubbock ISD.  
Beginning Date: August 1, 2019.

Written comments that may include a summary of statements from references. (One brief paragraph)

Ms. Tracy seems dedicated and passionate about education and committed to making a positive impact in the children’s lives that we serve. Ms. Tracy is a Texas Tech graduate with a Bachelor of Science in Nutrition, Health, and Wellness. Ms. Tracy is a Magna Cum Laude Texas Tech graduate, President’s Honor Roll recipient, member of the Texas Tech Honor Society, and has successfully completed and passed the EC-6 Certification exam. Ms. Tracy meets the provisions of a highly qualified teacher under TEA’s guidelines and is fully certified to teach in a 5th grade general education classroom. I would like to offer the 5th grade general education teaching position to Ms. Tracy.
EMPLOYMENT RECOMMENDATION

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<th>Campus/Department</th>
<th>Hamblen Elementary</th>
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<td>Administrator</td>
<td>Jose Lopez</td>
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Recommendation(s)

<table>
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<tr>
<th>Name</th>
<th>Lesli Horton</th>
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<tr>
<td>Recommended for</td>
<td>Reading Specialist</td>
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<td>New Position or Replacement</td>
<td>Replacement</td>
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<td>Replacement for</td>
<td>Pamela Stelly</td>
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<tr>
<td>Type/Status of Certification</td>
<td>EC-6 Generalist, EC-12 Principal</td>
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<tr>
<td>Education</td>
<td>Bachelor of Arts in Communication University of St. Thomas Master of Science in Educational Leadership University of Phoenix</td>
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<tr>
<td>Experience</td>
<td>17 years</td>
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<tr>
<td>Beginning Date</td>
<td>August 1, 2019</td>
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Written comments that may include a summary of statements from references. (One brief paragraph)

Ms. Lesli Horton graduated from the University of St. Thomas with a Bachelor of Arts in communication and a Master of Science in Educational Leadership from the University of Phoenix. Ms. Horton stated that she loves teaching children and helping to guide and coach teachers. She strongly believes that every student can be successful with the proper support and encouragement. She brings to our campus 17 years of experience as a teacher, interventionist, reading specialist and student support administrator. When speaking with her references, they stated, “Lesli is a very positive and caring person. She will do whatever it takes to make sure students are successful. She works hard and builds positive relationships with students, staff, and parents. She is a great mentor to students and teachers.” We are excited to welcome this new member of our team to Hamblen Elementary.
EMPLOYMENT RECOMMENDATION

Campus/Department: McMullan Elementary

Administrator: Gina Ervin

Recommendation(s)

Name: Lauren Arnic Marshall
Recommended for: Special Education Inclusion Teacher
New Position or Replacement: Replacement
Type/Status of Certification: EC-6 Generalist, EC-12 Special Education, ESL Certification
Education: Sam Houston State University with a Bachelor of Science in Interdisciplinary Studies and University of St. Thomas with a M.Ed in Special Education
Experience: 5 years as a Teacher
Beginning Date: August 2019

Lauren Arnic Marshall has worked for two years as a first grade teacher and three years as a Kindergarten teacher. Ms. Lauren Arnic Marshall comes highly recommend from her previous school as someone who goes over and beyond for staying after school and working with struggling students and being the Robotics Club Sponsor. We are glad she will be a part of our team.
Date:   May 13, 2019      Agenda Number:  7   ☑ Action  □ Non-Action

Administrator Responsible:  LaToya Ross-Terry

Authority for Action:  Property Tax Code 34.01; 34.05(c)

Subject:  Tax resale of property held in the name of Channelview ISD

Action

SUMMARY INFORMATION:

Property seized or ordered sold pursuant to foreclosure of a lien, shall be sold by the officer charged with selling the property, unless otherwise directed. The taxing unit to which the property is bid off takes title to the property for the use and benefit of itself and all other taxing units that establish tax liens in the suit. The governing body of the taxing unit may by resolution request the sheriff or a constable to sell the property at a public sale.

COMMENTS / ITEMS ADDRESSED:

Channelview ISD has received a bid on a property within the district that has been struck off as a result if tax foreclosure.

FISCAL IMPACT:

District’s portion of potential revenue from sale of the property held would be approximately 65% of net proceeds.

ADMINISTRATIVE RECOMMENDATION:

Approve authorization of public resale of the property located at 0 Oak Ln in which the district has received a bid.

BOARD ACTION REQUIRED:

Approve/Deny public resale of property struck off to Channelview ISD at 0 Oak Ln
Memorandum

TO: Mr. Greg Ollis
FROM: LaToya R. Terry
DATE: May 8, 2019
SUBJECT: Authorization of tax resale of property held in the name of Channelview ISD. Account 0650910120030

According to Property Tax code 34.01, if a property does not receive the adjudged value requested in the original tax sale the property is struck off to the taxing unit requesting the sale. When this occurs the taxing unit may at a later date allow a resale of the property. At this time, there has been an interest in the above property that is currently in the name of Channelview ISD.

Royler, LLC -
0 Oak Ln
Tr 9A, Part of Lot 9, Block 12
Old River Terrace
Adjudged Value: $41,631
Bid: $25,000

Channelview ISD has not collected taxes on this property since 2004. The interested buyer Mrs. Garcia has previously purchased the adjoining lots 11 and 12 needed to access this property. Due to the unique location of this property, only individuals with direct access will benefit from ownership. Channelview ISD will receive approximately 65% of the proceeds from the sale which clear the taxes due under the judgment. It is my recommendation that this property be placed for public resale and allow for the taxes to become collectable.
May 01, 2019

To whom it may concerned,

My husband and I are interesting in buying the property with the account # 0650910120030.

Legal Description: TR 9A SE PT OF LT 9 BLK 12
OLD RIVER TERRACE SEC 3
Property Address: 0 OAK LN
CHANNELVIEW TX 77530

Due to the condition of the property, we want to make an offer of only $25,000 cash. The reason for the offer is that the property is wooded and the double width mobile home on that property is old and needs to be demolished. My husband said that the previous owner of this property was told by a couple of people to demolish the mobile home. Also, this property is behind Lot 11 and Lot 12 on Laurelwood and we are the owners. If you were to go there, you could actually see the double width mobile home from the street as if it belongs to our property, Lot 11 and Lot 12. There is also no entrance to that property. Please consider our offer. If you have any questions please contact me, Amalia Garcia, at 281-770-4317 or my husband, Marco Garcia at 281-733-5806. I hope you consider our offer. Thank you.

Sincerely yours,

[Signature]

Amalia Garcia
SUMMARY OF FORECLOSURE ACTIVITY

HCAD ACCOUNT NO: 065-091-012-0030
CAUSE NO: 2009-06989; Tract 2
PLAINTIFF(S): Channelview ISD
JUDGMENT AGAINST: Roylier, LLC
JUDGMENT DATE: December 15, 2009
ORDER OF SALE: June 16, 2010
DEED RECORDED DATE: October 21, 2010
CONSTABLE: Ken Jones
PROPERTY ADDRESS: 0 Oak Ln, Channelview, Texas 77530
LEGAL DESCRIPTION: Tract 9A, Part of Lot 9, Block 12, Old River Terrace, Section 3, Harris County, Texas

ADJUDGED VALUE (IN JUDGMENT): $41,631.00
SQUARE FOOTAGE: Land: 46,609 Vacant

SUMMARY OF SALE ACTIVITY

BIDDER: Amalia Garcia
BIDDER'S ADDRESS: 601 Harding St Channelview, TX 77530
AMOUNT OF BID: $25,000.00 est.
AMOUNT OF DEPOSIT: $0.00
AMOUNT DUE: $25,000.00

BIDDER'S PHONE NO: 281-770-4317 201-733-5806 (Marco Garcia)

Amount of Bid: $25,000.00
Costs:
- District Clerk $0.00 (Paid from Resale of Tracts 1 & 3)
- Tax Master $0.00 (Paid from Resale of Tracts 1 & 3)
- Constable Fee $0.00 (Paid from Resale of Tracts 1 & 3)
- Constable Fee (Resale) $225.00
- Publication $525.00
- Publication Fee (Resale) $75.00
- Advertising Fee $0.00 (Paid from Resale of Tracts 1 & 3)
- North Channel Star (Resale) $50.00 est.
- Advertising Fee (Resale) $50.00
- Abstract Fee $0.00 (Paid from Resale of Tracts 1 & 3)
- Resale Deed Fee $20.00
- Deed Fee $0.00 (Paid from Resale of Tracts 1 & 3)

Total Costs: $945.00

Amount available to apply towards taxes: $14,173.15

<table>
<thead>
<tr>
<th>Taxing Jurisdictions</th>
<th>Amount in Judgment</th>
<th>%</th>
<th>Amount Received</th>
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<tbody>
<tr>
<td>Channelview I.S.D.</td>
<td>$3,891.72</td>
<td>65.44%</td>
<td>$9,274.29</td>
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<td>Harris County</td>
<td>$2,056.68</td>
<td>34.56%</td>
<td>$4,898.86</td>
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<td>(includes ESD 50 and San Jac)</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$5,947.40</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$14,173.15</strong></td>
</tr>
</tbody>
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All Costs (sale and resale) + Taxes $6,892.40
Adjudged Value $41,631.00

Other Costs:
Post-Judgment Tax:
Channelview ISD $2,345.00 $2,355.65
June July
Harris County $1,589.45 $1,596.69
June July

All Costs (sale and resale) + Taxes $10,826.85
Adjudged Value $41,631.00

2009-06989
Channelview ISD vs Roylier, LLC; Tract 1
Resale Bid Analysis

26
RESOLUTION OF THE BOARD OF TRUSTEES
OF CHANNELVIEW INDEPENDENT SCHOOL DISTRICT

On the _____ day of ____________, 201_, at a regularly scheduled meeting of the Board of Trustees of Channelview Independent School District (District) a motion was duly made and seconded that the District resell the properties described on Exhibit "A" attached hereto which was acquired through tax foreclosure proceedings, and that the District request that any Constable of Harris County, Texas conduct such sale in accordance with Section 34.05(a)(c)(d), Property Tax Code, and that such sale be held at the earliest available date in accordance with the laws of the State of Texas.

Discussion amongst the Trustees was then conducted, and upon completion of the same the presiding officer of the Board called for a vote on the motion, and the same was passed by majority.

Now therefore:

BE IT RESOLVED, that Channelview Independent School District offer for resale, in accordance with Section 34.05(a)(c)(d), Property Tax Code, the properties described on Exhibit "A", and that Sherman Eagleton, Constable of Precinct 3, Harris County, Texas is hereby requested to conduct such sale in accordance with such statutes at the earliest possible date.

SIGNED and ENTERED on this _____ day of ________________, 201_.

______________________________  ________________________________
Secretary, Board of Trustees,    President of the Board of Trustees,
CHANNELVIEW INDEPENDENT SCHOOL DISTRICT    CHANNELVIEW INDEPENDENT SCHOOL DISTRICT

Cause No. 2009-06989
EXHIBIT “A”

Cause No. 2009-06989

Style: Channelview Independent School District vs. Roylier, LLC

Legal Description: TRACT 2: THE EAST ONE-HALF (E 1/2) OF LOT NINE (9), IN BLOCK TWELVE (12), OF OLD RIVER TERRACE, THIRD EXTENSION, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF,Recorded in Volume 6, Page 26 of the Map Records of Harris County, Texas. Save and except the north 300 feet thereof conveyed to Harry Michael Holden and Wife, Katherine Holden by deed filed for record under Harris County Clerk’s File No. G795588

ACCOUNT: 065-091-012-0030

OPENING BID: $25,000.00
Date: May 13, 2019  
Agenda Number: 8  

Administrator Responsible: Gloria Roach  

Authority for Action: CH Legal  

Subject: Discussion and Consideration of SuccessEd Agreement  

**Action**

**SUMMARY INFORMATION:**

A contractual agreement between SuccessEd and Channelview ISD has been in effect for three years for the purpose of providing data management software for educational records for students with disabilities.

**COMMENTS / ITEMS ADDRESSED:**

SuccessEd Agreement and Price Quote.

**FISCAL IMPACT:**

This is a three year contract. The cost is approximately $28,000 per year, depending on student numbers. If approved, services will be funded by local Special Services funds.

**ADMINISTRATIVE RECOMMENDATION:**

To approve the SuccessEd agreement for data management software.

**BOARD ACTION REQUIRED:**

I move to approve/deny the SuccessEd agreement for data management software as presented.
SOFTWARE SERVICES AGREEMENT

THIS SOFTWARE SERVICES AGREEMENT (the “Agreement”) is made and entered into as of the 1st day of July 2019 (the “Effective Date”) by and between SuccessEd, LLC, a Delaware limited liability company (“SuccessEd”), and Channelview ISD (the “Licensee”, “client”, or “District”). SuccessEd and Licensee shall each be considered a “Party” and, together the “Parties”.

WHEREAS, SuccessEd has developed a software service offering to assist school districts in meeting district and state early intervention, state Medicaid agency, and special education program requirements (the “Service”); and

WHEREAS, SuccessEd and Licensee are parties to a certain Software License Agreement dated July 1, 2016 which they seek to terminate and replace with this Agreement; and

WHEREAS, Licensee desires to subscribe to and use all or certain portions of the Service and SuccessEd is willing to allow Licensee to access and use the Service pursuant to the terms and conditions hereafter provided; and

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

I. DEFINITIONS

1.1 “Affiliate” means any Person that Controls, is Controlled by, or is under common Control with a party.

1.2 “Confidential Information” means any business, marketing, technical, scientific, or other information disclosed by any Party which at the time of disclosure is designated as confidential or like designation; is disclosed subject to a confidentiality agreement, nondisclosure agreement, or other written agreement pursuant to which the Party that receives such information is required to keep the information confidential; or is otherwise disclosed in circumstances of confidence that should be understood to be confidential by the receiving Party in the exercise of reasonable business judgment. Certain non-public Documentation and other proprietary information about the Service (such as its non-public feature sets, performance capabilities, future product roadmap plans, Service pricing and similar information) shall be considered Confidential Information.

1.3 “Control” means, with reference to any Party, the ownership by a single person or entity of more than fifty percent (50%) of the securities or other ownership interests representing the voting equity interest of a Party.

1.4 “Customer Data” means all data entered into the Service by Licensee, or uploaded into SuccessEd’s servers for use with the Service, whether by Licensee or by SuccessEd at Licensee’s direction or with Licensee’s permission. Customer Data shall be treated as Confidential Information and is subject to the Federal Education Rights and Privacy Act (FERPA), Section 504, and other applicable laws that apply to the data maintained by Channelview ISD which are incorporated fully herein.

SuccessEd Initial: _______ Licensee Initial: _______
1.5 “Customer Requirements” means the minimum hardware and software requirements necessary for Licensee to be able to use the Service. Customer Requirements include:

1.5.1 Network

1.5.1.1 Service for adequate and continuous Internet connectivity.

1.5.1.2 Access to network though firewall and open ports as requested.

1.5.2 One or more workstation(s) or electronic device(s) that are compatible with:

1.5.2.1 Access to network with access to Internet.

1.5.2.2 Compatible browser.

1.5.2.3 A current version of Acrobat Reader.

1.6 “Documentation” means all user and operator manuals relating to the Service and that are provided to Licensee.

1.7 “Enhancement” means any modification or addition that, when made or added to the Service materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. SuccessEd may designate Enhancements as minor or major, depending on its assessment of their value and of the function added to the Service Module.

1.8 “Error” means any failure of the Service to conform in any material respect to its or their published specifications.

1.9 “Error Correction” means either a modification or addition that, when made or added to the Service, brings the Service into material conformity with its or their published specifications, or a procedure or routine that, when observed in the regular operation of the Service, avoids the practical adverse effect of such nonconformity.

1.10 “Improvement” means any improvement, enhancement, modification, derivative work, or upgrade made to the Service or any Improvement thereto.

1.11 “Intellectual Property” means any and all intellectual property whether protected or arising under the laws of the United States or any other jurisdiction, including all intellectual property rights in respect of: (i) copyrights and works of authorship, including any registrations therefor or applications for registration, (ii) trade secrets, know-how, and confidential technical or business information, (iii) patents and patent applications, and (iv) software and technology.

1.12 “Licensed Intellectual Property” means all Intellectual Property to the extent such Intellectual Property covers, uses, or is embodied, in whole or in part, in the Service or software support services, except for Licensee’s own Intellectual Property.
1.13 “Licensee Facility(ies)” means any school or administration building operated by Licensee.

1.14 “Service Module” means one or more of the specific modules of the SuccessEd Software as set forth in the Exhibits as elected by Licensee.

1.15 “Service” means a proprietary, web-based software application and related technology offered by SuccessEd hereunder, including the online application software made available by SuccessEd in a software-as-a-service pursuant to this Agreement. For purposes of this Agreement, the Service includes and is comprised of the object code and executable versions of the Software that makes up the Service and is made accessible to Licensee for the specific Service Modules elected by Licensee as set forth in the Exhibits, including any Improvements, modifications, fixes and/or updates actually made by SuccessEd during Term, along with all associated Documentation.

1.16 “Person” means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or organization or body of any federal, state, county, municipal, local or foreign government or similar organization or body.

1.17 “Personal Health Information” means any individually identifiable information (including demographic information) relating to a person’s health, to the health care provided to a person, or to payment for health care, including, without limitation, information regarding policyholder data and customer lists, as covered by the Health Insurance Portability and Accountability Act, as amended from time to time.

1.18 “Releases” means new versions of the Service Modules that make up the Service, which may include Error Corrections and/or Enhancements.

1.19 “Software” means any and all (i) computer programs whether in source code or object code, (ii) computerized databases and compilations, and (iii) all user manuals and architectural and design specifications, training materials, and other Documentation relating to any of the foregoing.

1.20 “Student Confidential Information” means (i) all student education records as covered by the Federal Education Rights and Privacy Act, as amended from time to time (“FERPA”) (ii) all “Non-Public Personal Information” (as defined in the Gramm-Leach-Bliley Act of 1999, as amended from time to time); (iii) all Personal Health Information; and (iv) all other information governed by or subject to educational or consumer privacy laws in Licensee’s jurisdictions.

II. GRANT OF RIGHTS

2.1 Right to Use the Service. Subject to compliance with the terms and conditions of this Agreement, SuccessEd hereby grants to Licensee a personal, non-assignable, non-transferable, non-exclusive, royalty-bearing right to use the Service and related Documentation for the limited purpose of serving Licensee's own operational needs.

2.2 Ownership of Improvements. All right, title, and interest in all Improvements created by SuccessEd, including any Improvements created pursuant to the terms of any support services provided pursuant to this Agreement and any Intellectual Property, except for Licensee Intellectual Property, arising therefrom or embodied therein shall be owned exclusively by SuccessEd.
2.3 **Prohibited Uses.** All rights not expressly granted by one Party to the other Party herein are reserved. Licensee shall not use, copy, modify, or distribute (electronically or otherwise) the Service, Documentation or any Intellectual Property licensed to it under this Agreement except as permitted by this Agreement. Licensee shall not include, integrate, embed, combine, or use the Service or any portion thereof with any other software or code without the prior written consent of SuccessEd, which can be withheld in SuccessEd's sole discretion. Licensee shall not use the Service to process any data for another school or any other third Party that is not a part of Licensee, without the prior written consent of SuccessEd.

2.4 **Reverse Engineering.** Licensee will not attempt to (nor cause or allow any third party to attempt to) reverse engineer, reverse compile or disassemble the Software that comprises the Service, in whole or in part, nor will Licensee use any mechanical, electronic or other methods to trace, de-compile, or identify the source code of such Software, in whole or in part. Licensee agrees that it will not use, modify, copy, transfer, distribute or sublicense the Service except as expressly authorized under this Agreement and that it will not authorize any third party to engage in any such activities.

2.5 **Trademarks.** Each Party may publicly state that Licensee has licensed the Service from SuccessEd. Licensee shall not remove, alter, or obscure any trademark, copyright or other proprietary notice contained in or displayed on the Service. SuccessEd shall have the right to use Licensee’s trademarks in the course of performing services under this Agreement as well as carrying out any instructions provided by Licensee, whether expressly or through use of the Service. Licensee shall have the right to use SuccessEd’s trademark in board/parent/community communications, website communications, and other communications that are related to the operational needs of Licensee and the subject of this Agreement.

2.6 **Reservation of Rights; Ownership.** Each Party reserves all rights and licenses not expressly granted in this Agreement, and nothing in this Agreement shall be construed as implying or giving rise to any implied grant or license of any right not expressly set forth in this Agreement. For the avoidance of doubt, as between the Parties, all Licensed Intellectual Property and the Service are exclusively owned by SuccessEd. This Agreement does not provide Licensee with title or ownership of the Service or any Service Module, but only provides Licensee with a limited right to use the Service as set forth herein.

2.7 **Third Party Websites/Software.** The content of third party websites, systems, products, or software that may be linked to, connected to, referenced in or integrated with the Service is not controlled or maintained by SuccessEd. SuccessEd (i) is not responsible for the availability, completeness, content or accuracy of any third party website, system or software that may be linked to, connected to, referenced in or integrated with the Service; and (ii) does not make any endorsement, express or implied, regarding any such website, system, product or software that may be linked to, connected to, referenced in or integrated with the Service.

**III. SUPPORT AND SERVICES**

3.1 **Customer Requirements.**

3.1.1 **Equipment.** The Service is designed for use with the peripheral equipment and accessories identified as part of the Customer Requirements. Licensee is
additional
ly responsible for providing a proper environment, operating system, and utilities for the computer system(s) on which the Service will operate and/or be accessed as well as procuring, installing, and maintaining all equipment, internet connections, communications interfaces, and other hardware necessary to operate the Service and to obtain services from SuccessEd. SuccessEd will not be responsible for delays caused by events or circumstances beyond its reasonable control. Licensee is further responsible for selecting operators who are qualified to operate the Service on Licensee's equipment and who are familiar with the information, calculations, and reports that serve as input and output of the Service.

3.1.2 Error Notification. Licensee agrees to notify SuccessEd promptly following the discovery of any Error. Further, upon discovery of an Error, Licensee shall, if requested by SuccessEd, submit to SuccessEd a listing of output and any other data that SuccessEd may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered. Such output shall be strictly confidential and subject to the terms and conditions of this Agreement.

3.2 Software Support. During the Term, provided that Licensee is in compliance with the requirements set forth in Section 3.1, SuccessEd shall provide the support for the Service set forth in Sections 3.2.1 through 3.2.7 with respect to those particular Service Modules that make up the Service. SuccessEd reserves the right to refuse assistance or to charge additional fees, after Licensee approval, if any operator seeks assistance with respect to such basic background information or any other matter not directly relating to the operation of the Service.

3.2.1 Updates. SuccessEd will update the Service Module (including form modifications) to reflect current changes in State and Federal Legislation as defined or deemed necessary by SuccessEd in a reasonable time in which to make modifications to Service Module.

3.2.2 Compatibility. SuccessEd will maintain compatibility with other users of the Service Modules within the Licensee's state.

3.2.3 Program Updates. SuccessEd has the right to make changes and updates to Service Modules without notice as necessary to maintain or improve functionality of Service Modules.

3.2.4 Year End Rollover. SuccessEd will implement year-end rollovers at the end of each school year in preparation for the next school year.

3.2.5 Error Correction. SuccessEd shall be responsible for using all commercially reasonable diligence to correct verifiable and reproducible Errors when promptly reported to SuccessEd in accordance with its standard reporting procedures.

3.2.6 Telephone Support. SuccessEd shall maintain a telephone hot-line during normal business hours that permits Licensee to report problems and seek reasonable assistance in use of the Service Module. The hot-line will be closed on all official company holidays.
3.2.7 **Web Based Support.** SuccessEd shall maintain a website that permits Licensee to report problems and that provides information regarding the use of the Service Modules.

3.3 **Exceptions.** Notwithstanding the foregoing, SuccessEd shall not have any obligation to provide any Software Support with respect to the following:

3.3.1 Any problem resulting from the misuse, improper use, alteration, or damage of the Service or a particular Service Module;

3.3.2 Any problem caused by modifications in any version of the Service Module not made or authorized by SuccessEd;

3.3.3 Any problem resulting from programming other than the Service Module or equipment;

3.3.4 Any Licensee network and Internet issues, including but not limited to, complete or intermittent lack of Internet access, inability to communicate with SuccessEd's Service over the Internet using standard protocols, insufficient Internet bandwidth, firewall issues, issues relating to any proxy server used by Licensee, required ports not being open or available, Internet Service Provider issues, or any blocking or delaying of data or other network traffic caused by any other program running on Licensee's network, such as firewall, anti-virus, spam filter, parental control program, or web surf monitoring programs. This section shall not relieve SuccessEd of the obligation to maintain secure or accessible servers and hosting equipment for the Service Module.

Licensee will be responsible to pay SuccessEd's normal charges and expenses for time or other resources provided by SuccessEd to diagnose or attempt to correct any such problem covered by this section (herein referred to in this section 3.3.4 as service). Quote for service must be approved by Licensee before any work is performed.

3.4 **Additional Services and Enhancements.** SuccessEd may provide additional services or enhancements to the Service, as mutually agreed, in support of the Service, subject to payment of its normal charges and expenses. Any additional services shall be set out in a Statement of Work (SOW), separately executed by SuccessEd and Licensee and attached as an addendum hereto.

**IV. FEES AND PAYMENT TERMS**

4.1 **Payment of Fees.** In consideration for the right to use granted and the software support services provided pursuant to this Agreement, Licensee shall pay SuccessEd the Service Fees identified in the Exhibits relating to the Service Modules included in the Service, which Exhibits are incorporated herein. Payment of the initial Service Fees are due and payable upon the Effective Date of the Service Module as set forth in the Exhibits. Payment of all subsequent Service Fees are due and payable upon the earlier of the annual anniversary of the Effective Date or upon SuccessEd sending of an invoice therefore. As a Texas governmental entity, only the board of Licensee may approve payment of fees.
4.2 **Additional Fees and Expenses.** In addition to the Service Fees, Licensee shall pay for any travel and living expenses for on-site training on or customization of the Service or on-site consulting services, file conversion costs, optional products and services, directories, shipping charges, or the costs of any recommended hardware. Licensee agrees to pay such fees and costs as invoiced by SuccessEd, but only if such fees or expenses have been approved in advance by Licensee. SuccessEd reserves the right to require prepayment or advance deposit for such additional charges or expenses in some instances.

4.3 **Late Charges.** If any undisputed fees or expenses are not paid within thirty (30) days after they are due, following a proper invoice and final request, SuccessEd may, at its option, charge interest at a rate of one and one-half percent (1½%) per month (eighteen percent (18%) per annum) or, if less, the highest rate allowed by applicable law from the date such fee or charge first became due.

4.4 **Suspension of Access.** If Licensee does not pay the Service Fees or any other fees and/or expenses payable under this Agreement within thirty (30) days after they are due, SuccessEd may, at SuccessEd’s option, suspend access to the Service. All current and remaining fees shall be paid prior to re-activation of the Service or SuccessEd having any obligation to perform any software support, or other activities under this Agreement.

4.5 **Changes in Fees.** At any time following the expiration of the initial Term, the Service Fees set forth in the Exhibits may be changed, provided that SuccessEd gives Licensee at least ninety (90) days’ prior written notice of the change. Any changes in fees shall not be applicable unless a mutually signed writing between the parties is entered into, following the expiration of the initial Term.

4.6 **Taxes.** SuccessEd shall not levy or pass through taxes on Licensee, as Licensee is a public school district. SuccessEd is responsible for its own taxes.

**V. CONFIDENTIAL INFORMATION**

5.1 **Use of Confidential Information.** Any Confidential Information received by either Party pursuant to this Agreement shall be used, disclosed, or copied only for the purposes of, and only in accordance with, this Agreement. Each Party shall use, at a minimum, the same degree of care as it uses to protect its own Confidential Information of similar nature to prevent the unauthorized use, disclosure, or publication of Confidential Information. However, SuccessEd shall use at least the reasonable standard industry care with regard to any Student Confidential Information or Personal Health Information. Without limiting the generality of the foregoing:

5.1.1 Each Party shall only disclose Confidential Information to its employees, officers, directors, professional advisors, attorneys or any individual or entity which (i) has entered into written agreement with such Party containing obligations of confidence substantially similar to (but no less protective of the Confidential Information than) those contained in this Agreement and (ii) has bona fide need to access the Confidential Information consistent with the receiving Party’s rights under this Agreement;
5.1.2 neither Party shall make or have made any copies of Confidential Information except those copies which it determines in good faith are necessary or useful to fulfill its obligations and exercise its rights and licenses under this Agreement, and

5.1.3 Licensee shall affix to any copies it makes of the Confidential Information all proprietary notices or legends affixed to the Confidential Information as they appear on the copies of the Confidential Information originally received from the disclosing Party.

5.2 Exclusions. Neither SuccessEd nor Licensee shall be bound by obligations restricting disclosure set forth in this Agreement with respect to any Confidential Information which:

5.2.1 without obligation of confidentiality was rightfully known by the recipient prior to disclosure, as evidenced by its business records;

5.2.2 was lawfully in the public domain prior to its disclosure, or lawfully becomes publicly available other than through breach of this Agreement or any other confidentiality obligation on behalf of any third party;

5.2.3 was disclosed to the recipient by a third party provided such third party, or any other party from whom such third party receives such information, is not in breach of any confidentiality obligation in respect of such information;

5.2.4 is independently developed by the recipient using individuals who did not have any access to the Confidential Information, as evidenced by its business records, which shall be open for inspection by the Licensee if such development is by SuccessEd; or

5.2.5 is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, court, or governmental or regulatory authority but solely to the extent required thereby, subject to applicable notification rights of the other party as described by any legal authority or regulation.

The Party from whom disclosure is compelled pursuant to 5.2.5 shall use reasonable efforts to advise the other Party of any such disclosure in timely manner prior to making any such disclosure (so that the Party can apply for such legal protection as may be available with respect to the confidentiality of the information which is to be disclosed), and provided that the Party from whom such disclosure is compelled shall use reasonable efforts to apply for such legal protection as may be available with respect to the confidentiality of the Confidential Information which is required to be disclosed.

VI. CUSTOMER DATA

6.1 Ownership/License. Licensee shall retain exclusive ownership of all Customer Data provided to SuccessEd. SuccessEd shall have a nonexclusive, royalty-free right and license, subject to the terms of this Agreement, to use the Customer Data in connection with the provision of the Service and other services and activities provided pursuant to this Agreement, until the agreement is terminated by operation of a term expiration or earlier. Licensee further grants SuccessEd the authority to disclose the Customer Data to third parties as directed explicitly by Licensee, instructed
or as permitted by Licensee under this Agreement. Any such disclosure shall be bound to the exact same level of confidentiality, data control, and survival clauses in this Agreement. Licensee appoints SuccessEd as a "school official" as that term is used in FERPA §§99.7(a)(3)(iii) and 99.31(a)(1) and as interpreted by the Family Policy Compliance Office, and determines that SuccessEd has a "legitimate educational interest," for the purpose of carrying out its responsibilities under the Agreement. SuccessEd acknowledges that it shall be bound by all relevant provisions of FERPA and agrees that personally identifiable information obtained from Licensee by SuccessEd in the performance of this Agreement: (i) will not be disclosed to third parties, except as expressly provided for in this Agreement to parties subject to the terms of this Agreement; (ii) will be used only to fulfill SuccessEd's responsibilities under the Agreement; and (iii) may not be used for any purpose other than the specific purposes outlined in this Agreement and will never be used to market or advertise.

That designation is bound by and subject to the laws relevant to FERPA, any Department of Education regulations, Dear Colleague letters, or other administrative guidance, and subject to the Licensee’s local policy and review. SuccessEd agrees to these provisions as a benefit of the bargain of this Agreement.

6.2 Licensee’s Warranty. The parties acknowledge that during the Term of this Agreement, Licensee may submit Customer Data, including Student Confidential Information and other personally identifiable information, to SuccessEd either directly or through use of the Service. Licensee represents and warrants that: (i) Licensee is authorized to submit and the Customer Data to SuccessEd for storage and use pursuant to this Agreement; (ii) such storage, use and disclosure does not and shall not violate applicable law and, if applicable, Licensee’s agreements with or privacy notices to individuals to whom the Customer Data relates; (iii) Licensee shall not request or direct (either expressly or through use of the Service) SuccessEd to use, disclose or otherwise process Customer Data in any manner that would not be permissible under applicable law, or if applicable, Licensee’s agreements with or privacy notices to individuals to whom the Customer Data relates. Licensee agrees to immediately notify SuccessEd in writing of any change in circumstance that may in any way affect Licensee’s right to use, access or disclose the information of any individual. These representations and warranties do not relieve or limit SuccessEd’s own obligations, warranties, and representations under this Agreement.

6.3 Use of Aggregate Customer Data. SuccessEd shall further have a perpetual, nonexclusive, royalty-free right and license to use the Customer Data provided to SuccessEd in an aggregate form. Such aggregate data shall be limited to de-identified data that has been stripped of any and all individual identifiers or any other personally identifiable information. SuccessEd will make no attempt to re-identify de-identified data. SuccessEd guarantees and warrants that any deidentified data will in no way be able to be reidentified using any technological or physical means. Such data shall not be sold. SuccessEd agrees to comply with the Children’s Online Privacy Protection Act (“COPPA”).

6.4 Marketing and Advertising. SuccessEd will not use any Customer Data to advertise or market to students or their parents. SuccessEd and the District agree that any liability under COPPA as the “operator” of a website, if any, is to be whatever liability is defined by FTC rules for SuccessEd as a website operator and/or subject to that law and regulations.

6.5 No Bailment. No bailment or similar obligation is created between Licensee (and/or Licensee’s designated users) and SuccessEd with respect to the Customer Data. Licensee is solely

SuccessEd Initial: ________ Licensee Initial: ________
responsible for maintaining the confidentiality of passwords, including restricting the use of any passwords by Licensee's designated users. Licensee shall be solely responsible for any and all use of the Service accessed through Licensee's password(s). SUCCESSED SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO LICENSEE, LICENSEE'S DESIGNATED USERS, OR OTHER USERS OF THE SERVICE TO MONITOR, SUPERVISE, OR OVERSEE THE CONTENT OF FILES STORED IN THE SERVICE OR ON SUCCESSED'S SERVERS.

VII. PRIVACY

7.1 Security of Private Information. SuccessEd will consider Customer Data including Personal Health Information and Student Confidential Information to be strictly Confidential Information. As such, SuccessEd will use reasonable, measures to protect the privacy, confidentiality and security of this data entered by the Licensee. This includes verifying that data is properly deidentified and/or destroyed using at least the reasonable industry standard destruction methods. SuccessEd expressly disclaims any warranty that these security measures will be error-free or completely effective. SuccessEd will provide technologies to protect data and prevent unauthorized access or disclosure, including but not limited to Secure Socket Layer (SSL) or industry equivalent, firewalls, software systems, physical access controls, and other industry standard means to protect Customer Data and Student Confidential Information. SuccessEd will ensure that all personal information from Customer Data in its possession and in the possession of any subcontractors or agents to which SuccessEd may have transferred Customer Data, will be destroyed and transferred back to Licensee under the direction of Licensee when the Customer Data is no longer needed for its specific purpose. Ownership and control of Customer Data rests with Licensee, insofar as allowed and required by law. Upon termination of this Agreement, or at the discretion of Licensee, Licensee may request in writing verification that personal information from Customer Data has been completely deleted and returned to Licensee, and SuccessEd shall comply with such written request.

7.2 HIPAA Business Associate Agreement. The parties specifically acknowledge and agree that neither Licensee nor SuccessEd are covered entities as defined by HIPAA and thus, the parties agree that the Personal Health Information owned by SuccessEd and disclosed to Licensee is not regulated under HIPAA. Specifically, SuccessEd is not a Health Care Clearinghouse as such term is defined by HIPAA. In the event that either party is determined by a governmental authority or by mutual agreement of the parties to be a covered entity or business associate under HIPAA, the parties agree that they may be required to execute a Business Associate Agreement relating to Personal Health Information accessed under this Agreement. Solely in such event, SuccessEd and Licensee shall cooperate to negotiate the terms of such agreement and shall execute such agreement containing terms required by law and containing usual and customary terms for such type of agreement. Any such Business Associate Agreement that relates to information accessed under this Agreement and which refers specifically to this Agreement shall be deemed a part of this Agreement and incorporated herein by reference, as if fully stated herein. Regardless of the applicability of HIPAA, SuccessEd agrees to hold Personal Health Information as confidential and shall use and disclose Personal Health Information only as permitted by this Agreement or by applicable law.

VIII. LIMITED WARRANTY AND LIMITATION OF WARRANTY

8.1 Warranty. Subject to Licensee's strict compliance with this Agreement and observance of all operating, security, and data control procedures and other requirements and restrictions set forth in the Documentation and subject to Licensee promptly reporting the actually known existence and
nature of any nonconformance or defect, SuccessEd provides a personal, non-transferable warranty that the Service will conform in all material respects to the specifications, as amended from time to time, for the current version of the Service module set forth in the Exhibits. The service is also warranted to be utilize at least industry standard data security and stewardship practices and systems.

8.2 **Limitation of Warranties.** SuccessEd’s ability to provide access to the Service and deliver other services under this Agreement may be negatively affected by (i) any event caused by acts and/or omissions of Licensee and/or Licensee’s employees; (ii) Licensee’s equipment; (iii) Licensee’s failure to advise SuccessEd of material changes to Licensee’s infrastructure (e.g. installation or upgrade of software and/or hardware); (iv) interruption or failure of Licensee’s Internet service provider; or (e) other force majeure events beyond the control of SuccessEd. Any failure caused by any of the conditions listed above shall not be considered a breach by SuccessEd.

8.3 **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SUCCESSED IS NOT RESPONSIBLE FOR BUGS, ERRORS OR SIMILAR MALFUNCTIONS OF THE SERVICE. SUCCESSED IS NOT RESPONSIBLE FOR THE SERVICE OCCASIONALLY BEING OFF-LINE OR INACCESSIBLE, NOR FOR OBSOLESCENCE OR INOPERABILITY OF THE SERVICE THAT MAY RESULT FROM A CHANGE IN LICENSEE’S REQUIREMENTS, A FAILURE TO SATISFY THE CUSTOMER REQUIREMENTS, OR ADDITIONAL HARDWARE AND/OR SOFTWARE PRESENT ON OR ADDDED TO LICENSEE’S COMPUTERS. EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT EXPRESSLY PROVIDED UNDER THE TRANSACTION DOCUMENTS, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ANY WARRANTY OR CONDITION OF, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS, OR SUITABILITY FOR ANY PARTICULAR PURPOSE (EVEN IF ON NOTICE OF SUCH PURPOSE), CUSTOM OR USAGE IN THE TRADE.

8.4 **Remedy for Warranty Claim.** Licensee's exclusive remedy for a breach of any warranty or other material defect in the Service shall be SuccessEd's reasonable attempt to correct or cure any reproducible defect by replacing the Service Module or providing a patch or update, corrected instructions, restrictions, or a bypass. In the event that SuccessEd does not or is not able to correct or cure such nonconformity, defect or breach after it has had a reasonable time to do so, Licensee's exclusive remedy shall be the refund of the Service Fee for the remaining Term for the particular Service Module of the Service and the termination of this Agreement with respect to such Service Module to which the breach applies.

8.5 **Limitation of Liability.** THE CUMULATIVE LIABILITY OF SUCCESSED TO LICENSEE FOR ALL CLAIMS RELATING TO THIS AGREEMENT AND/OR THE SERVICE, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL SERVICE FEES PAID HEREUNDER. IN NO EVENT SHALL SUCCESSED BE LIABLE HEREUNDER FOR ANY INDIRECT, OR INCIDENTAL, OR SPECIAL, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY LOST BUSINESS OR LOST SAVINGS, OR LOSS OR DAMAGE TO DATA, OR LOST PROFITS, OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST YOU, EVEN IF ADVISED OF

SuccessEd Initial: ____ Licensee Initial: ________
THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS UPON DAMAGES AND CLAIMS ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

8.6 INDEMNIFICATION. SUCCEEDED SHALL INDEMNIFY AND HOLD CHANNELVIEW ISD (“CLIENT”) AND ITS PARENT ORGANIZATIONS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, DAMAGES, LOSSES, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR IN CONNECTION WITH: (I) A CLAIM ALLEGING THAT THE SERVICES PROVIDED IN THIS AGREEMENT DIRECTLY INFRINGES THE INTELLECTUAL PROPERTY OF A THIRD PARTY, OR (II) A CLAIM ARISING FROM OR ALLEGING BREACH BY SUCCEEDED OF THIS AGREEMENT; PROVIDED THAT CLIENT: (A) PROMPTLY GIVES WRITTEN NOTICE OF THE CLAIM TO SUCCEEDED; (B) GIVES SUCCEEDED SOLE CONTROL OF THE DEFENSE AND SETTLEMENT OF THE CLAIM (PROVIDED THAT SUCCEEDED MAY NOT SETTLE OR DEFEND ANY CLAIM UNLESS IT UNCONDITIONALLY RELEASES CLIENT OF ALL LIABILITY); (C) PROVIDES TO SUCCEEDED ALL REASONABLY AVAILABLE INFORMATION AND ASSISTANCE; AND (D) HAS NOT COMPROMISED OR SETTLED SUCH CLAIM WITHOUT SUCCEEDED'S PRIOR WRITTEN CONSENT.

8.7 Non-Infringing Use. If, in SuccessEd's sole opinion, any portions of the Service are likely to become the subject of a claim for infringement or if, as a result of any such claim, demand, suit or action, Licensee is enjoined from using the Service, SuccessEd may, at its own expense and at its option, (i) procure for Licensee the right to continue using such Service, (ii) replace the same with non-infringing software of equivalent function or performance, (iii) modify such Service so that it becomes non-infringing, or (iv) terminate this Agreement, either in its entirety or with respect to the particular Service module(s). If SuccessEd terminates the Agreement (or a portion thereof) under this provision, SuccessEd shall refund to Licensee any portion of License Payment for the remainder of the current Term with respect to the terminated Service modules.

8.8 Essential Basis of Agreement. Both Parties acknowledge and understand that the disclaimers, exclusions and limitations of liability set forth in this Section 8 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement (specifically including but not limited to the Service Fees or the terms of this agreement related to Licensee protections) would be substantially different.

IX. TERM AND TERMINATION

9.1 Term. This Agreement commences upon the Effective Date and will continue for a period of three (3) years following the Effective Date. Unless either party provides the other party at least thirty (30) days written notice in advance of the end of the Term, this Agreement will be renewed for an additional one-year Renewal Term. The initial Term and all Renewal Terms shall be collectively referred to as the Term. The Exhibits may set forth any additional commitment by Licensee to one or more Renewal Term(s) with respect to the specific Service Modules and the term of any Exhibit shall prevail and this Agreement may not be terminated prior to the expiration of any
term as provided for in the Exhibits. In no event shall the terms of an exhibit modify this Agreement’s data protection, privacy, or liabilities or ownership and control of Confidential Information.

9.2 Termination for Cause. Either Party may terminate this Agreement in the event the other Party has materially breached or defaulted in the performance of any of its obligations hereunder, and such breach or default has continued for thirty (30) days after written notice thereof was provided to the breaching Party by the non-breaching Party. Any termination shall become effective at the end of such thirty (30) day period unless the breaching Party has cured any such breach or default (or taken steps to prevent the reoccurrence of such breach if it cannot be cured after the fact) prior to the expiration of such period. Notwithstanding the above, in the case of a failure to pay any amount due hereunder in accordance with Section Four, the period for cure of any such default following notice thereof shall be ten (10) days and, unless payment is made within such period, the termination shall become effective at the end of such period. Notwithstanding the above, any violation by Licensee of the restrictions in Paragraphs 2.3 and 2.4 shall result in the automatic and immediate termination of this Agreement.

9.3 Effect of Termination for Select Service Modules. Upon termination of this Agreement solely with respect to one or more Service Modules, this Agreement shall remain in full force with respect to each of the remaining Service Modules that make up the Service, if any. With respect to the terminated Service Module, all rights and licenses granted to Licensee under this Agreement shall immediately cease and terminate and SuccessEd will cease providing and Licensee shall cease the use of the terminated Service Module or any portion thereof. Licensee shall return the originals of Documentation for the terminated Service Module and SuccessEd’s Confidential Information that does not relate to the remaining Service as well as all copies of any of the foregoing, in whole or in part, to SuccessEd within thirty (30) days after the effective date of termination. Licensee agrees to provide a written certification of compliance with this provision to SuccessEd, upon SuccessEd’s request. SuccessEd shall return any Confidential Information, particularly information subject to FERPA and any personally identifying information, to client and securely destroy any remaining physical, electronic, or other media copies within thirty (30) days of the effective date of termination as further may be described in this Agreement.

9.4 Effect of Termination. Upon termination of this Agreement for any reason, all rights and licenses granted to Licensee under this Agreement shall immediately cease and terminate and Licensee shall cease the use of the Service or any portion thereof. Licensee shall return the originals of Documentation, SuccessEd’s Confidential Information and all copies thereof, in whole or in part, to SuccessEd within thirty (30) days after the effective date of termination. Licensee agrees to provide a written certification of compliance with this provision to SuccessEd, upon SuccessEd’s request. SuccessEd shall return any Confidential Information, particularly information subject to FERPA and any personally identifying information, to client and securely destroy any remaining physical, electronic, or other media copies within thirty (30) days of the effective date of termination as further may be described in this Agreement.

9.5 Injunctive Relief. Licensee acknowledges that in the event of a breach by either party of any of the provisions in Sections 2.3, 2.4 or 5, 6, or 7, either party will not have an adequate remedy in money damages and shall be entitled to preliminary and permanent injunctive relief. A Party’s ‘s right to obtain injunctive relief shall be cumulative to any other rights and shall not limit its right to seek further or additional remedies.
9.6 **Survival.** Sections 2.3, 2.4, 5, 6, 7, 8, 9.4, 9.5, 10 and 11 of this Agreement, all accrued undisputed rights to payment, and all remedies for breach of this Agreement shall survive termination of this Agreement.

**X. EXPORT RESTRICTIONS**

10.1 **Compliance with Law.** Licensee will comply with all applicable laws, regulations, rules, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction over this Agreement.

10.2 **Export Regulations.** Licensee acknowledges that the Service, including any portion that contains encryption technology, may be subject to United States export laws, statutes and regulations which prohibit the export or diversion of certain products and technology to certain countries, and that Licensee will at all times comply with the provisions of such laws, statutes and regulations including obtaining any necessary or required licenses. Notwithstanding the above, Licensee shall not, and shall not allow or assist any third party to, export, re-export, otherwise transmit or access, directly or indirectly, the Service, or use the Service outside of the United States.

**XI. MISCELLANEOUS**

11.1 **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and merges all prior discussions between them, and neither Party hereto shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided herein or therein, or as duly set forth on or subsequent to the Effective Date in writing signed by duly authorized officers of the Parties. **SUBJECT TO THE TEXAS DECEPTIVE TRADE PRACTICES ACT, THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF SUCCESED'S OBLIGATIONS AND RESPONSIBILITIES TO LICENSEE AND SUPERSEDES ANY OTHER PROPOSAL, REPRESENTATION, OR OTHER COMMUNICATION BY OR ON BEHALF OF SUCCESED RELATING TO THE SUBJECT MATTER HEREOF.**

11.2 **Assignment.** This Agreement may not be transferred or assigned by Licensee, by operation of law or otherwise, without the prior express written consent of SuccessEd. This Agreement may not be transferred by SuccessEd, other than to an Affiliate or a Person who is the assignee of the Service and successor in interest (such as by merger or acquisition) to the portion of SuccessEd's business to which this Agreement relates, by operation of law or otherwise, without the prior express written consent of Licensee.

11.3 **Notices.** All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be given: (a) when received if hand delivered, sent by e-mail or facsimile to the address and number set forth below (provided, however, that the receiving Party confirms receipt of e-mail or facsimile notice via any method permitted under this paragraph; and any notice given by e-mail or facsimile shall be deemed received on the next business day if received after 5:00 p.m. (recipient’s time) or on a non-business day); or (b) the next business day after same have been deposited with Federal Express or other nationally recognized delivery service, addressed to the parties as set forth below with next-business-day delivery requested, provided that the sending Party receives confirmation of delivery from the delivery service.
provider; or (c) three (3) business days after deposit in a United States Post Office with first-class postage prepaid and addressed to the parties as set forth below:

If to SuccessEd:
SuccessEd
2401 Internet Blvd, Suite 107
Frisco, Texas 75034
Attn: Controller
Telephone: (214) 613-1546
Fax No.: (214) 975-4966

If to Licensee:


Attn: __________________________
Telephone: _______________________
Fax No.: _________________________
Email: ___________________________

A Party may change the address given above, or designate additional addresses, by giving the other Party written notice of the new address(es) in the manner set forth above.

11.4 Expenses. Except as otherwise expressly provided herein all costs and expenses (including the fees and disbursements of legal counsel, investment advisers, and auditors) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such expenses.

11.5 No Third Party Beneficiaries. The Parties intend that this Agreement shall not benefit or create any right, remedy, or claim under or in respect of this Agreement or any provision hereof, or cause of action in or on behalf of any Person other than the Parties hereto, their respective successors and permitted assigns, and no Person, other than the Parties hereto, their respective successors and their permitted assigns shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

11.6 Severability. If any provision, clause, or part of this Agreement or the application thereof under certain circumstances is held invalid, illegal, or unenforceable by a court of competent jurisdiction the remainder of the Agreement or the application of such provision, clause, or parts under other circumstances shall not be affected thereby unless such invalidity, illegality, or unenforceability materially impairs the ability of the Parties to consummate the transactions contemplated by this Agreement.

11.7 Amendments. This Agreement may only be amended, modified, or supplemented by written agreement signed by all the Parties hereto.

11.7.1 No waiver of any of the provisions of this Agreement shall be deemed
to constitute waiver of any other provision (whether or not similar) nor shall such waiver constitute a waiver or continuing waiver unless otherwise expressly provided in writing duly executed by the Party to be bound thereby.

11.7.2 No failure on the part of either Party to exercise and no delay in exercising any right under this Agreement shall operate as waiver of such right nor shall any single or partial exercise of any right preclude any other or further exercise of any other rights.

11.8 **Specific Performance.** Each Party acknowledges that breach by such Party of any of its obligations herein may cause the other Party irreparable harm which cannot adequately be remedied by damages in an action at law and in the event of such breach, the other Party shall be entitled to equitable relief in the nature of an injunction or specific performance as well as all other remedies available at law and/or in equity.

11.9 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Texas irrespective of such state’s choice of law principles. The parties agree that the courts of the State of Texas, Harris County, and/or the U.S. District Court for the Southern District of Texas, Houston Division, shall be the exclusive appropriate venues for actions relating to this Agreement and hereby consent to the exclusive jurisdiction of such courts and waive any objection to personal jurisdiction or venue.

11.10 **Mediation.** Neither party shall file any lawsuit regarding any claim that arises out of or relates to this Agreement or any product or service provided pursuant to this Agreement until after (i) the CEO of SuccessEd and the President of the Board of Licensee have met, or reasonably attempted to meet, in person to discuss the dispute in detail and potential resolutions to the dispute and are unable to make any further progress toward a resolution; and (ii) the parties have mediated the dispute in front of a neutral third party mediator and the neutral third party mediator has certified that the parties are at an impasse. Each party shall split the costs equally for such neutral third party mediator.

11.11 **Counterparts.** The Parties may execute this Agreement in two or more counterparts (no one of which need contain the signatures of all Parties), each of which will be an original and all of which together will constitute one and the same instrument. This Agreement may be validly executed via facsimile or electronic transmission, such as via PDF file, showing the signature of a Party.

11.12 **Construction.** (i) Words in the singular shall include the plural and vice versa, and words of one gender shall include the other genders as the context requires, (ii) the terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement, and (iii) the word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless otherwise specified.

11.13 **Headings.** The headings used in this Agreement are for the purpose of reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

11.14 **Non-Boycott of Israel and Non-Engagement with Terrorist Countries.** SuccessEd shall sign the certifications attached as Exhibit E for this Agreement to be valid and binding on the parties.

SuccessEd Initial: ___________ Licensee Initial: ___________
IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date by a duly authorized representative of each Party, each of whom affirms by his or her signature that he or she is in fact a representative of that party who is duly authorized and empowered to enter into this Agreement on behalf of said Party.

For SuccessEd:

SUCCESSED, LLC

Signature: ____________________________
Name: James W. Bridges, III
Title: President and CEO
Date: ____________________________

For Licensee:

CHANNELVIEW ISD

Signature: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________
EXHIBIT A – SE MANAGER BUNDLE

Description: A comprehensive special education records management system which includes IEP Meeting forms, Goal Writer, FIE Writer, supplements and Spanish forms.

1. Term from Effective Date: **3 years**

2. Service Fee per year:
   
   2.1. Retail Rate: $25.00 per student per year based on the number of Licensee special education students enrolled on the last Friday in October each year (100 student minimum).

   2.2. Discounted Rate for **Channelview ISD**: $ 22.00 per student per year based on the number of Licensee special education students enrolled on the last Friday in October each year (100 student minimum).

This Exhibit is entered as of the Effective Date and for the Term provided for in this Exhibit, by and between SuccessEd and Licensee. The parties hereto acknowledge that they are entering into this Exhibit pursuant to the provisions of the Software Service Agreement between the parties and that this Exhibit is incorporated by reference into the Agreement.

James W. Bridges, III  Date  
President and CEO  

Signature of Licensee  Date
EXHIBIT B – SE 504

Description: A comprehensive system to document the need for a Section 504 plan including tracking and reporting.

1. Term from Effective Date: **3 years**

2. Service Fee per year:
   
   2.1. Retail Rate: $10.00 per student based on the number of Licensee special education students enrolled on the last Friday in October each year (100 student minimum).

   2.2. Discounted Rate for **Channelview ISD**: $6.00 per student based on the number of Licensee special education students enrolled on the last Friday in October each year (100 student minimum).

This Exhibit is entered as of the Effective Date and for the Term provided for in this Exhibit, by and between SuccessEd and Licensee. The parties hereto acknowledge that they are entering into this Exhibit pursuant to the provisions of the Software Services Agreement between the parties and that this Exhibit is incorporated by reference into the Agreement.

______________________________  _________________  ______________________  __________________
James W. Bridges, III              Date                        Signature of Licensee       Date
President and CEO
EXHIBIT C –RTI

Description: A system to document students’ behavioral and academic performance and implement a multi-tiered intervention system of supports where necessary to address specific areas of concern.

1. Term from Effective Date: 3 years

2. Service Fee per year:

   2.1. Retail Rate: $1.00 per student based on the total number of Licensee students enrolled on the last Friday in October each year (500 student minimum).

   2.2. Discounted Rate for Channelview ISD: $0.05 per student based on the total number of Licensee students enrolled on the last Friday in October each year (500 student minimum).

This Exhibit is entered as of the Effective Date and for the Term provided for in this Exhibit, by and between SuccessEd and the Licensee. The parties hereto acknowledge that they are entering into this Exhibit pursuant to the provisions of the Software Services Agreement between the parties and that this Exhibit is incorporated by reference into the Agreement.

James W. Bridges, III  Date  Signature of Licensee  Date
President and CEO

SuccessEd Initial: _______ Licensee Initial: _______
EXHIBIT D – CONNEX DEMOGRAPHIC DOWNLOAD

Description: A system capable of interfacing with third party products for data integration. Contains components that exist both on SuccessEd managed systems and at individual client’s sites (for the purposes of integrating with their third-party SIS packages and other district databases).

1. Connection Type: **FTP**
2. District SIS: **TxEIS**
3. Term from Effective Date: **3 years**
4. Service Fee per year:
   4.1 Retail Rate: $3,500
   4.2 Discounted Rate: $1,341.60
   4.3 The subscription fee is valid only for the Connection Type and SIS listed above. Any change in SIS or Connection Type will result in an addition connection fee.
5. General Provisions
   5.1 SuccessEd will import student demographic and enrollment information from the SIS as made available by the District. The SIS is considered the system of record for this information.
6. Responsibilities
   **District**
   6.1 Provide access to the SIS data and facilitate access with the SIS vendor and/or third-party host, as necessary.
   6.2 Identify students who do not have matching IDs in the SIS and resolve discrepancies.
   6.3 Notify SuccessEd when changes are made to the SIS data structure. If changes are made to the SIS structure, the District is responsible for notifying SuccessEd of the changes, and a lead time of at least 30 days is required to prevent any disruption in service.
   6.4 For clients using an ODBC, if the District requests a connection to an additional system (test environment), SuccessEd will need the assistance of the District to accurately translate the data fields and establish the connection. A Statement of Work will be prepared by SuccessEd for the District’s approval of any development, implementation services, and additional fees prior to the
establishment of the additional connection. A lead time of at least 60 days is required prior to implementation.

**SuccessEd**

6.5 Establish a nightly routine to import data.

6.6 Provide the district with credentials to the SuccessEd FTP site for districts utilizing this Connection Type.

6.7 Import student demographic and enrollment information for matching students in the SuccessEd application.

This Exhibit is entered as of the Effective Date and for the Term provided for in this Exhibit, by and between SuccessEd and the Licensee. The parties hereto acknowledge that they are entering into this Exhibit pursuant to the provisions of the Software Services Agreement between the parties and that this Exhibit is incorporated by reference into the Agreement.

<table>
<thead>
<tr>
<th>James W. Bridges, III</th>
<th>Date</th>
<th>Signature of Licensee</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>President and CEO</td>
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</table>
EXHIBIT E

HOUSE BILL 89 VERIFICATION

I, ______________________________________________________________ (person name), the undersigned representative of (company or business name) ________________________________ (hereafter referred to as “Company”) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract the above named Company, business or individual with Region 5 Education Service Center.

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

____________________________________  ________________________________
DATE                    SIGNATURE OF COMPANY REPRESENTATIVE
SENATE BILL 252 COMPLIANCE

In compliance with Texas Senate Bill 252, which amended Chapter 2252 of the Texas Government Code, I certify that my company is not engaged in business with Iran, Sudan, or any foreign terrorist organization. I also certify that for the length of this contract with Channelview ISD, I will not engage in any business with Iran, Sudan, or any foreign terrorist organization.

__________________________
Date

_____________________________________________
Name of Company

_____________________________________________
Signature of Company Representative

Upon offer of award to this Agreement, the above will be verified by Channelview ISD at the website of the Texas Comptroller’s Office. If your company is listed at this website, this Agreement and all materials subject to the Agreement and/or monies will be returned subject to the data privacy provisions of the Agreement.
Date: May 13, 2019          Agenda Number: 9          ☑ Action ☐ Non-Action

Administrator Responsible: Don Beck

Authority for Action: Board Policy EFAA (Legal) and EFAA (Local) sets forth the authority for district textbook selection and adoption

Subject: Consideration of the Instructional Materials Allotment and Certification, 2019-20

Action

SUMMARY INFORMATION:

We certify that all students are provided with instructional materials that cover the essential knowledge and skills as required by law.

COMMENTS / ITEMS ADDRESSED:

FISCAL IMPACT:

None at this time.

ADMINISTRATIVE RECOMMENDATION:

The board certifies that the IMA funds are used only for expenses allowed by Texas Education Code, the district has instructional materials that collectively cover all TEKS, and that the district will provide materials on request to SBEC if requisitioned.

BOARD ACTION REQUIRED:

The board certifies that the IMA funds are used only for expenses allowed by Texas Education Code, the district has instructional materials that collectively cover all TEKS, and that the district will provide materials on request to SBEC if requisitioned.
Allotment and TEKS Certification, 2019-20

The district superintendent, along with the president and secretary of the local board of trustees, or the officers of the governing body of the charter school, certify the following:

1) This district's technology and instructional materials allotment is used only for expenses allowed by the Texas Education Code (TEC), §31.0211.

2) For the current school year, this district has instructional materials that collectively cover all elements of the Texas Essential Knowledge and Skills of the required curriculum identified in the TEC, §28.002, other than physical education, for each subject and grade level (TEC §31.004).

3) Upon request, this district will provide to the State Board of Education the title and publication information for any instructional materials requisitioned or purchased by the district with the district's allotment (TEC §31.101).

<table>
<thead>
<tr>
<th>Certified Grade Level</th>
<th>Certified Subject Area</th>
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<tbody>
<tr>
<td>✓ Kindergarten</td>
<td>✓ CAREER &amp; TECHNICAL EDUCATION (CTE)</td>
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<tr>
<td>✓ Grade 1</td>
<td>✓ ENGLISH LANGUAGE ARTS AND READING</td>
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<tr>
<td>✓ Grade 2</td>
<td>✓ ENGLISH LANGUAGE PROFICIENCY STANDARDS</td>
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<td>✓ FINE ARTS</td>
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<td>✓ Grade 12</td>
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</tbody>
</table>

Signature of Superintendent

Signature

Signatures of Board President and Secretary or Governing Board Officers

Board President

Board Secretary

Scan the signed certification document and email it to instructional.materials@tea.texas.gov with the following subject line: [your district] certification (ex: Anywhere ISD certification)
Summarized INFORMATION:

The Interlocal Agreement between the Channelview Independent School District and Harris County on behalf of Harris County Health is an agreement that will allow for the provision of standing orders and other support of epinephrine injector usage on district campuses. Policy FFAC (local) was updated in January 2019. This agreement will allow the district to acquire epinephrine injectors to be utilized according to FFAC (local) and district administrative guidelines with any person experiencing anaphylaxis.

COMMENTS / ITEMS ADDRESSED:

Copy of the Interlocal Agreement

FISCAL IMPACT:

ADMINISTRATIVE RECOMMENDATION:

To approve the Interlocal Agreement between CISD and Harris County on behalf of Harris County Health.

BOARD ACTION REQUIRED:

I move to approve the Interlocal Agreement between CISD and Harris County on behalf of Harris County Health.
INTERLOCAL AGREEMENT BETWEEN CHANNELVIEW INDEPENDENT SCHOOL DISTRICT AND HARRIS COUNTY, TEXAS, ACTING ON BEHALF OF HARRIS COUNTY PUBLIC HEALTH

This Interlocal Agreement ("Agreement") for the provision of standing orders and other support of epinephrine injector usage at school district facilities is made and entered into by and between the CHANNELVIEW INDEPENDENT SCHOOL DISTRICT (the “District”), an independent school district created under the laws of the State of Texas, and Harris County, Texas, acting on behalf of Harris County Public Health (the “County”), collectively the “Parties.”

WHEREAS, the Parties wish to enter into a contract to provide standing orders, protocols, and support to the District in the administration of epinephrine; and
WHEREAS, the provision of epinephrine is a governmental function and service as that term is defined by Tex. Loc. Gov’t Code Sec. 791.003(3); and
WHEREAS, each party to this Agreement is authorized to provide such governmental functions and services individually; and
WHEREAS, each party would derive benefits from the proper administration of epinephrine at schools; and
WHEREAS, the Parties have a common interest in the proper administration of epinephrine; and
WHEREAS, the governing body of each party has authorized this Agreement
NOW, THEREFORE, the Parties wish to enter into this Agreement.

I. AUTHORITY
The Parties enter into this Agreement pursuant to
1. Chapter 791 of the Texas Government Code and Sections 791.001 et seq. of that Chapter known as the Interlocal Cooperation Act (the “Interlocal Act’’);
2. Chapter 38 of the Texas Education Code, which governs health and safety in schools;
3. Title 25 Texas Administrative Code §37.601 et seq.
The Parties agree that the administration of epinephrine is a proper governmental function and service as defined in Section 791.003(3) of the Interlocal Act and that the District and County are each local governments as defined in Section 791.003(4) of the Interlocal Act.
The Parties specify the services rendered will be at no cost, but that if there are costs, that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. Section 791.011(d).

(By this Agreement, the District and the County propose and do enter into an interlocal contract as defined in Section 791.003(2) of the Interlocal Act for the collection of solid waste services. - This was omitted)

II. PROVISIONS
A. PURPOSE OF AGREEMENT: The purpose of this Agreement is to create a binding contract between the County and the District for the purpose of the County providing direction, standing orders, protocols, and other support for the administration of epinephrine at District facilities. This Agreement is intended to provide all support the District needs to allow school personnel or school volunteers who are trained and authorized to administer an unassigned epinephrine auto-injector to a person who is reasonably believed to be experiencing anaphylaxis on a school campus, or as indicated in the school's unassigned epinephrine auto-injector policy.

B. NO PAYMENTS: The Parties agree that there will be no charges for this service and that the District will pay for its own supply of epinephrine at its facilities.

C. DURATION OF AGREEMENT: This Agreement begins on the date both Parties execute this Agreement and will continue indefinitely until either of the Parties decide to terminate per the Cancellation Policy set out below.

D. CANCELLATION POLICY: The Parties reserve the right to terminate this Agreement without cause upon (30) thirty days written notice.

E. STANDING ORDERS: The County agrees to provide appropriate standing orders from a licensed physician, compliant with Chapter 38 of the Texas Education Code, sufficient to give delegated prescriptive authority under Chapter 157 Occupations Code, in the form substantially similar to those attached as Exhibit A, as amended from time to time by written notice from the County. These orders will allow the District to maintain epinephrine auto-injectors (a/k/a EpiPens) on District premises and for the non-patient-specific administration of the epinephrine auto-injectors by trained District personnel to any student or staff member reasonably believed to be experiencing anaphylaxis whether or not there is a previous history of severe allergic reaction.

F. PROTOCOLS AND PROCESSES: The County agrees to help the District adopt and implement a policy regarding the maintenance, administration, and disposal of epinephrine auto-injectors at each campus in the district or school.

G. COMMUNICATIONS: The County agrees that the licensed physician who issues the standing orders must, under Education Code 38:
1. be available to receive reports
2. periodically reviews the order
3. be available through direct telecommunication as needed for consultation, assistance, and direction

H. PRESCRIPTION: The County will provide sufficient support to obtain a prescription from an authorized healthcare provider each year, to stock, possess, and maintain at least one unassigned adult epinephrine auto-injector pack (two doses) on each school campus.
I. TRAINING: The District will attempt to use available sources for training purposes but may negotiate with the County to acquire training necessary for its personnel to administer epinephrine successfully.

J. ALL OTHER NECESSARY SUPPORT: The County agrees to provide all other necessary support sufficient to allow the District’s school personnel or school volunteers who are trained and authorized to administer an unassigned epinephrine auto-injector to a person who is reasonably believed to be experiencing anaphylaxis on a school campus, or as indicated in the school's unassigned epinephrine auto-injector policy.

K LIMITATION: Notwithstanding anything to the contrary herein, County reserves the right control the activities of and use of its personnel, services, and materials such that HCPH may perform its public health duties as determined solely by HCPH.

III. NOTICES
All notices related to this Agreement should be deposited in the United States Mail, postage prepaid, certified or registered mail addressed to the Parties listed below:
If to the District: Channelview Independent School District
Attention: Superintendent 828 Sheldon Road Channelview TX 77530
If to the County: Harris County Public Health Department
Attention: Executive Director 2223 West Loop South Houston, TX, 77027

IV. ENTIRE AGREEMENT
The terms and provisions of this Agreement contain the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, with respect to the matters addressed herein. No amendment to this Agreement shall be effective unless in writing and signed by all Parties hereto.

V. DISCLAIMER
Nothing herein shall confer upon any person, firm, or other entity other than the Parties hereto any benefit or any legal or equitable right, remedy, or claim under this Agreement. All obligations hereunder of the Parties hereto shall be binding upon their respective successors and assigns. No rights, duties, or obligations under this Agreement may be assigned without prior written consent of all other parties; nor may any interest or options herein be made available or otherwise assigned to any third party.

VI. SEVERABILITY AND SURVIVAL OF AGREEMENT
If any provision or application of this Agreement shall be held illegal, invalid, or unenforceable by any court, the invalidity of such provision shall not affect or impair any of the remaining provisions of this Agreement.

VII. GOVERNING LAW
This Agreement shall be construed by Texas law and shall be performable in Harris County, Texas.
VIII. LIMITATION OF COUNTY LIABILITY
Prior to execution of this Agreement, Harris County has advised Channelview ISD and Channelview ISD clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that Harris County has certified no funds under this Agreement, and Channelview ISD shall have no cause of action whatsoever for money against Harris County arising out of or in relation to this Agreement.

IN WITNESS, WHEREOF, the Parties make and enter into this Agreement effective on the date executed by the parties. This Agreement shall be of no force or effect until and unless approved in writing by the Executive Director of Harris County Public Health or his designee.

CHANNELVIEW INDEPENDENT SCHOOL DISTRICT

By: ______________________________________
Name: ___________________________________
Title: _________________________________
Date Signed: ____________________________

HARRIS COUNTY, TEXAS

By: _________________________________
Lina Hidalgo
County Judge
Date Signed: ____________________________

Approved:

______________________________
Umair A. Shah, M.D., MPH
Executive Director, Harris County Public Health

Approved as to Legal Form
Vince Ryan
By: _________________________________
Marva Gay, Assistant County Attorney
CAO File No. 19GEN0875